



**REGULAR MEETING OF THE CITY COUNCIL  
CITY OF JACKSON, MISSISSIPPI  
July 2, 2024  
AGENDA  
10:00 AM**

**CALL TO ORDER BY THE PRESIDENT**

**INVOCATION**

1. **PASTOR SCOTT FORTENBERRY OF SOUL CITY CHURCH, WARD 7**

**PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING**

**INTRODUCTIONS**

**PUBLIC COMMENTS**

**CONSENT AGENDA**

2. **RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR A PARCEL CLEANED PURSUANT TO RESOLUTION ADJUDICATING THE SAME TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON AUGUST 2,2022 LOCATED AT 946 CONGRESS ST. (KEETON, LUMUMBA)**
3. **APPROVAL OF THE JUNE 3, 2024 SPECIAL CITY COUNCIL MEETING MINUTES. (S.JORDAN, BANKS)**
4. **APPROVAL OF THE JUNE 4, 2024 REGULAR CITY COUNCIL MEETING MINUTES. (S.JORDAN, BANKS)**
5. **APPROVAL OF THE JUNE 17, 2024 REGULAR ZONING MINUTES. (S.JORDAN, BANKS)**
6. **APPROVAL OF THE JUNE 17, 2024 SPECIAL COUNCIL MINUTES. (S.JORDAN, BANKS)**

**INTRODUCTION OF ORDINANCES**

**ADOPTION OF ORDINANCE**

7. **ORDINANCE ACCEPTING THE VILLAGE AT LIVINGSTON PLACE, PHASE 1 AND AUTHORIZING THE MAYOR TO SIGN THE FINAL PLAT. (WRIGHT, LUMUMBA)**
8. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI REQUIRING SECURITY PERSONNEL AT BUSINESSES ASSOCIATED**

**WITH VIOLENCE DURING HOURS OF OPERATION. (STOKES)**

**REGULAR AGENDA**

9. **ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI PROVIDING FOR THE ELECTION OF COUNCIL PRESIDENT AND VICE PRESIDENT. (JACKSON CITY COUNCIL)**
10. **CLAIMS (MALEMBEKA, LUMUMBA)**
11. **PAYROLL (MALEMBEKA, LUMUMBA)**
12. **ORDER ADOPTING THE DEPARTMENT OF REVENUE'S UNIFORM ASSESSMENT SCHEDULE FOR THE ASSESSMENT, CALCULATION, AND COLLECTION OF AD VALOREM TAXES ON MOTOR VEHICLES FOR THE CITY OF JACKSON AND THE JACKSON MUNICIPAL SEPARATE SCHOOL DISTRICT FOR THE YEAR 2024-2025, AS CONSIDERED, EXAMINED, CORRECTED, AND EQUALIZED, SUBJECT TO THE RIGHT OF TAXPAYERS TO BE HEARD ON ALL OBJECTIONS MADE BY THEM IN WRITING AT A MEETING OF THE COUNCIL COMMENCING JULY 16, 2024, AND SUBJECT TO CHANGES AND CORRECTIONS BY THE COUNCIL AS AUTHORIZED BY LAW (MALEMBEKA, LUMUMBA)**
13. **ORDER APPROVING PAYMENT OF INVOICES FOR SERVICES RECEIVED BY THE JACKSON POLICE DEPARTMENT FROM LIVE OAK PSYCHOLOGICAL ASSOCIATES. (WADE, LUMUMBA)**
14. **ORDER REVISING THE 2023-2024 FISCAL YEAR BUDGET FOR THE JACKSON FIRE DEPARTMENT (OWENS, LUMUMBA)**
15. **ORDER AMENDING THE FISCAL YEAR 2023-2024 MUNICIPAL BUDGET OF THE DEPARTMENT OF INFORMATION TECHNOLOGY. (REID, LUMUMBA)**
16. **ORDER AUTHORIZING THE MAYOR TO PROCURE FIVE HUNDRED (500) MICROSOFT OFFICE 365 EXCHANGE LICENSE FROM METRIX SOLUTIONS (REID, LUMUMBA)**
17. **ORDER APPROVING THE PROCUREMENT OF FIVE (5) MICROSOFT 365 GS SOFTWARE LICENSES AND AUTHORIZING THE MAYOR TO EXECUTE THE DOCUMENT FURNISHED BY METRIX SOLUTIONS AT AN ANNUAL COST OF QUOTE \$3,420.00. (REID, LUMUMBA)**
18. **ORDER REVISING THE 2023-2024 FISCAL YEAR BUDGET FOR THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES. (SCOTT, LUMUMBA)**
19. **ORDER AUTHORIZING THE MAYOR TO EXECUTE ELEVEN (11) COMMERCIAL SERVICES AGREEMENTS WITH INTEGRATED PEST CONTROL MAINTENANCE TO PROVIDE PEST CONTROL SERVICES AT ELEVEN (11) FACILITIES MANAGED BY THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES FOR THE 2024-2025 FISCAL YEAR AND APPROVING PAYMENT IN THE AMOUNT OF FIVE THOUSAND FOUR HUNDRED AND TWENTY-FOUR DOLLARS (\$5,424.00). (SCOTT, LUMUMBA)**
20. **ORDER REVISING THE 2023-2024 FISCAL YEAR BUDGET FOR THE**

**DEPARTMENT OF PARKS AND RECREATION. (MUHAMMAD, LUMUMBA)**

21. **ORDER RATIFYING AND AUTHORIZING THE MAYOR TO ACCEPT PROFESSIONAL FITNESS INSTRUCTION SERVICES FROM BRIDGETT BROOKS AND NATASHA DONALD AND AUTHORIZING PAYMENT FOR SAME. (MUHAMMAD, LUMUMBA)**
22. **ORDER REQUESTING APPROVAL OF FUTURE PROFESSIONAL DJ ENTERTAINMENT SERVICES TO SHAKE'UM UP SOUNDS FOR PROFESSIONAL ENTERTAINMENT SERVICES THAT WILL BE PERFORMED AT THE ANNUAL FIREWORKS EXTRAVAGANZA BEING HELD ON WEDNESDAY, JULY 3, 2024, AT SMITH WILLS STADIUM. (MUHAMMAD, LUMUMBA)**
23. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ARTISAN PYROTECHNICS INC TO PRODUCE A FIREWORKS DISPLAY FOR THE CITY'S FOURTH OF JULY CELEBRATION, BEING HELD ON WEDNESDAY, JULY 3, 2024, AT SMITH-WILLS STADIUM, AND APPROVING PAYMENT FOR SAID FIREWORKS DISPLAY. (MUHAMMAD, LUMUMBA)**
24. **ORDER REQUESTING THE ADDITION OF FIVE THOUSAND TWENTY-SEVEN DOLLARS AND FIFTY CENTS (\$5,027.50) TO CONTRACT NUMBER 2024256 SO THAT ROBERTSON PRODUCE OF MISSISSIPPI, LLC CAN CONTINUE PROVIDING TIMELY DELIVERIES OF FRESH ANIMAL FEED PRODUCE TO THE JACKSON ZOO FOR THE REMAINDER OF THE 2023-2024 FISCAL YEAR. (MUHAMMAD, LUMUMBA)**
25. **ORDER REQUESTING RATIFICATION OF PAST PROFESSIONAL CLEANING AND MAINTENANCE SERVICES PERFORMED BY FACILITY SERVICES AND REMODELING, LLC (FSR) AT VARIOUS CITY OWNED FACILITIES AND APPROVING PAYMENT FOR SAME AND REQUESTING APPROVAL OF FUTURE PROFESSIONAL CLEANING AND MAINTENANCE SERVICES TO BE PERFORMED BY FSR NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000.00). (MUHAMMAD, LUMUMBA)**
26. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, SANDRA R. LIDDELL, AND BENJAMIN WIGGINS DBA BEN WIGGINS REMODELING 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)**
27. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, DELORES FINCH, 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)**

28. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, CARL E FRAZIER, FRANCES A FRAZIER AND BENJAMIN WIGGINS REMODELING 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)**
29. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, BOBBIE J. CHAMBERS, 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)**
30. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, JAMES MAYES, AND BENJAMIN WIGGINS DBA BEN WIGGINS REMODELING 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)**
31. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE COMMUNITY FOUNDATION FOR MISSISSIPPI TO SERVE AS THE FISCAL AGENT TO THE NATIONAL FOLK FESTIVAL IN JACKSON, MISSISSIPPI IN THE YEARS 2025-2027. (KEETON, LUMUMBA)**
32. **ORDER RATIFYING THE SUBMISSION OF AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION MULTI-MODAL TRANSPORTATION IMPROVEMENT PROGRAM FOR FUNDING IN THE AMOUNT OF \$480,000.00 FOR THE SUPPORT OF JTRAN OPERATIONS. (KEETON, LUMUMBA)**
33. **ORDER AUTHORIZING THE MAYOR TO APPLY TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR THE CONGRESSIONAL APPORTIONMENT UNDER SECTION 5307 OF TITLE 49 OF THE UNITED STATES CODE, URBANIZED AREA GRANT FOR TRANSIT CAPITAL, OPERATING ASSISTANCE, AND TRANSPORTATION-RELATED PLANNING, IN THE AMOUNT OF \$3,568,203.00 AND FOR THE CONGRESSIONAL APPORTIONMENT UNDER SECTION 5339 OF TITLE 49 OF THE UNITED STATE CODE, BUS AND BUS FACILITIES FORMULA PROGRAM, IN THE AMOUNT OF \$279,633.00. (KEETON, LUMUMBA)**
34. **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 5 AND RELATED DOCUMENTS TO THE AGREEMENT WITH CONNETICS TRANSPORTATION GROUP TO FINALIZE, IMPLEMENT AND EVALUATE THE NEW BUS NETWORK PLAN FOR THE JACKSON PUBLIC TRANSPORTATION SYSTEM**

- (JTRAN). (KEETON, LUMUMBA)
35. **ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND VARIOUS ORGANIZATIONS FOR THE USE OF 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TOTALING \$212,611.00 TO IMPLEMENT VARIOUS PUBLIC SERVICE ACTIVITIES IN THE JACKSON METROPOLITAN STATISTICAL AREA (MSA). (KEETON, LUMUMBA)**
  36. **ORDER AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT WITH CDFL ARCHITECTS + ENGINEERS, A PROFESSIONAL ASSOCIATION ("CDFL") TO PROVIDE ADDITIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR RENOVATION OF AND IMPROVEMENTS TO THE PUBLIC SAFETY COMMUNICATIONS AND INFORMATION SYSTEMS BUILDING. (WRIGHT, LUMUMBA)**
  37. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CANIZARO CAWTHON DAVIS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR RENOVATION OF THE OLD FIRE STATION BUILDING, 201 PRESIDENT STREET. (WRIGHT, LUMUMBA)**
  38. **ORDER AUTHORIZING SETTLEMENT WITH PARTRIDGE-SIBLEY INDUSTRIAL SERVICES, INC., CHARLES CARROLL PARTRIDGE AS EXECUTOR OF THE ESTATE OF D. RICHARD PARTRIDGE, DECEASED, JUSTIN MAHFOUZ, AND LOUIE GARRETT IN THE MATTER OF CITY OF JACKSON, MISSISSIPPI V. GOLD COAST COMMODITIES, INC., ET AL; CIVIL ACTION NO.: 21-CV-00398-EFP. (D.MARTIN, LUMUMBA)**
  39. **ORDER AUTHORIZING PAYMENT OF \$15,000.00 TO ROBERT CHAMBERS FOR FULL AND COMPLETE SETTLEMENT OF CLAIMS AND NO ADMISSION OF LIABILITY. (D.MARTIN, LUMUMBA)**
  40. **ORDER OF THE JACKSON CITY COUNCIL AUTHORIZING PAYMENT TO MARY AND PERCY JACKSON IN THE AMOUNT OF \$10,000.00 FOR DAMAGE TO THEIR AUTOMOBILE. (STOKES)**

#### **DISCUSSION**

41. **DISCUSSION: VIRDEN ADDITION (STOKES)**
42. **DISCUSSION: CHASTAIN AVE. (STOKES)**
43. **DISCUSSION: RENT PAYMENTS ON SMITH WILLS STADIUM (FOOTE)**
44. **DISCUSSION: DEMOLITION OF HOTEL O (FOOTE)**
45. **DISCUSSION: REDISTRICTING (LINDSAY)**
46. **DISCUSSION: GRAND GULF FUNDING (HARTLEY)**
47. **DISCUSSION: PROPERTY LIENS FOR CITY CLEAN-UP (HARTLEY)**
48. **DISCUSSION: LITIGATION (D.MARTIN, LUMUMBA)**

#### **PRESENTATION**

**PROCLAMATION**

**RESOLUTIONS**

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

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

**ANNOUNCEMENTS**

**ADJOURNMENT**

**AGENDA ITEMS IN COMMITTEE**

Consent

Agenda





OFFICE OF THE CITY ATTORNEY  
 Im 5-7-24

**RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR A PARCEL CLEANED PURSUANT TO RESOLUTION ADJUDICATING THE SAME TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON AUGUST 2, 2022 LOCATED AT 946 CONGRESS STREET**

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

**WHEREAS**, on August 2, 2022, the governing authorities passed a resolution approving recommendations from the administrative hearing officer that certain parcels be deemed a menace to public health, safety and welfare; and

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

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

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

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

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

COMMUNITY IMPROVEMENT								
RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR CLAIMS AUTHORIZED ON MARCH 26, 2024								
Case No.	Assessed Owner	Address/Zip/Ward	Parcel #	Cost	10% Adm. Cost	Penalty Cost	Total	Work Completed
CE-21-1568	MSTERO LLC 4747 EXECUTIVE DR STE 510 SAN DIEGO CA 92121	946 N CONGRESS ST/ 39202/ 7	39-56	\$11,988.00	\$1,198.80	\$750.00	\$13,536.80	DEMOLISH AND REMOVE STRUCTURE, FOUNDATION, TRASH, DEBRIS, STEPS, DRIVEWAY, TIRES, AND ANY OTHER ITEMS, TO ENSURE PROPEORTY IS CLEAR AN FREE OF ANY AND ALL HEALTH HAZARDS, CUT GRASS AND WEEDS.
<b>GRAND TOTAL:</b>							<b>\$13,536.80</b>	

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

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

Consent Agenda Item # **2**  
 July 2, 2024  
 (Keeton, Lumumba)

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

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

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**     5/10/2024  
**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>			
1.	<b>Brief Description/Purpose</b>	This is the Community Improvement regular agenda for the City Council authority to adjudicate costs associated with the cleaning of private properties.			
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>	All City of Jackson residents			
4.	<b>Benefits</b>	The adjudication of costs and penalties resulting from the cleaning of private properties listed on the agenda will result in recoupment of monies spent by the City of Jackson.			
5.	<b>Schedule (beginning date)</b>	Following scheduled City Council date			
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Citywide			
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION			
8.	<b>COST</b>	\$0			
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	N/A			
10.	<b>EBO participation</b>	ABE _____ %	WAIVER	yes _____ no _____	N/A _____
		AABE _____ %	WAIVER	yes _____ no _____	N/A _____
		WBE _____ %	WAIVER	yes _____ no _____	N/A _____
		HBE _____ %	WAIVER	yes _____ no _____	N/A _____
		NABE _____ %	WAIVER	yes _____ no _____	N/A _____


Office of the City Attorney

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## OFFICE OF THE CITY ATTORNEY

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This RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR A PARCEL CLEANED PURSUANT TO RESOLUTION ADJUDICATING THE SAME TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ON AUGUST 2, 2022 LOCATED AT 946 CONGRESS ST. is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Drew Martin, City Attorney**  
**Sondra Moncure, Special Assistant**   
**Bridgett Morgan, Deputy City Attorney** 

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

OFFICE OF THE CITY ATTORNEY  
6-11-24  
J.M.



# Memo

**To: Chokwe Lumumba, Mayor**

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

**Date: 5/10/2024**

**Re: Agenda Item**

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

Your consideration in this matter is appreciated.



**SPECIAL MEETING OF THE CITY COUNCIL  
MONDAY, JUNE 3, 2024 10:00 A.M.**

**BE IT REMEMBERED** that a Special Meeting of the City Council of Jackson, Mississippi, was called by a majority of the City Council Members and notices having been placed by the Clerk of Council at 10:00 a.m. Monday, June 3, 2024 in the Clerk of Council’s Office, electronic notifications to all Council Members, on the City's website and on the public bulletin board in City Hall, relative to: (1) Discussion: Redistricting. The meeting was convened at Central Mississippi Planning and Development District (CMPDD) located at 1020 Centre Point Boulevard Pearl, MS at 10: 00 a.m. on June 3, 2024 being the first Monday of said month, when and where the following things were had and done to wit:

Present: Council Members: Aaron Banks, Council President, Ward 6; Angelique Lee, Council Vice President, Ward 2; Ashby Foote, Ward 1; Kenneth Stokes, Ward 3; Brian Grizzell, Ward 4; Vernon Hartley, Ward 5 and Virgi Lindsay, Ward 7. Directors: Louis Wright, Chief Administrative Officer; Sabrina Shelby, Chief Deputy Clerk of Council; Victor Allen, Chief Deputy Clerk of Council and Sheridan Carr, Special Assistant to the City Attorney.

Absent: None.

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

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**DISCUSSION: REDISTRICTING: President Banks** recognized **Gray Ouzts, CMPDD Principal Planner** spoke in regards to redistricting for Jackson based on 2020 Census data. **Council Member Stokes** raised concerns about federal mandate for the splitting of the wards in the City of Jackson. The Jackson City Council members continued with discussions which allowed CMPDD to draw the redistricting lines for all seven (7) wards. Option 1 was eliminated and an additional 2 possibilities were suggested. These selections along with the 2 previous options were discussed giving a total of 4 possible choices to be voted on by an ordinance at a later date. Also, a Public Hearing was suggested by council, but not required according to CMPDD.

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There being no further business to come before the City Council, it was unanimously voted to adjourn until the Special Council Meeting at 6:00 p.m. on June 4, 2024. At 2:05 p.m., the Council stood adjourned.

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**PREPARED BY:**

**APPROVED:**

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

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

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

**ATTEST:**

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

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**SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY, JUNE 4, 2024 6:00 P.M.**

**BE IT REMEMBERED** that a Special Meeting of the City Council of Jackson, Mississippi, was convened at New Hope Baptist Church at 6:00 p.m. on June 4, 2024, being the first 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; Vernon Hartley, Ward 5; Brian Grizzell, Ward 4 and Virgi Lindsay, Ward 7. Directors: Chokwe Antar Lumumba, Mayor; Shanekia Jordan, Clerk of Council; Sabrina Shelby, Chief Deputy Clerk of Council and Drew Martin, City Attorney.

Absent: None.

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

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The invocation was offered by **Deacon Robert Patterson**.

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**President Banks** recognized **Dr. Jerry Young** who offered a greeting.

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The following announcements were provided to open the meeting:

- **Vice President Lee** announced the following:
  - Opened the meeting in Memory of Crystal Welch.
  - Special recognition to Dr. Jerry Young for all the City Council to use the church for the meeting.
  - Offered a welcome to Ward 2.

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The following individuals provided public comments during the meeting:

- **Thea Faulkner** expressed concerns regarding the amount of the water availability charge of water bills.
- **Lloyd Goodloe** expressed concerns regarding a sewer cave-in on Hallmark Drive.
- **Dr. Louis Liddell** expressed concerns regarding the conditions of City-owned cemeteries.

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**President Banks** requested that Discussion Item No. 46 be moved forward on the Agenda. Hearing no objections, the following was discussed:

There came on for Discussion Item No. 46:

**DISCUSSION: CEMETERIES:** **President Banks** recognized **Council Member Stokes** who expressed concerns regarding the conditions of City owned cemeteries and the need for regular steady maintenance crews to address those needs. **President Banks** recognized **Gladys Stewart** and **James Hopkins** who provided more details on the condition of City owned cemeteries. **President Banks** recognized **Lakesha Weathers, Solid Waste Manager**, who stated the City was experiencing a manpower problem but was looking to hire a contractor to help address the problem and provided contact numbers.

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**APPROVAL OF THE MAY 7, 2024 REGULAR CITY COUNCIL MEETING MINUTES.**

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

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

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**APPROVAL OF THE MAY 20, 2024 REGULAR ZONING COUNCIL MEETING MINUTES.**

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

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

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**President Banks** requested that Discussion Item No. 47 be moved forward on the Agenda. Hearing no objections, the following was discussed:

**DISCUSSION: MAYOR/COUNCIL TRAVEL:** **President Banks** recognized **Council Member Stokes**, who requested information on the Mayor’s and City Council Member’s travel. **President Banks** recognized **Chokwe Antar Lumumba, Mayor** who stated a memo would be provided.

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**ORDER APPROVING CLAIMS NUMBER 30324 to 30376 APPEARING AT PAGES 79 TO 102 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$2,516,674.90 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that claims numbered 30324 to 30376 appearing at pages 79 to 102, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$2,516,674.90 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

<b>FROM:</b>	<b>TO ACCOUNTS PAYABLE FUND</b>
GENERAL FUND	912,685.71
SEIZURE & FORF PROP-STATE	4,995.80
TECHNOLOGY FUND	20,729.00
PARKS & RECR. FUND	70,546.27
BUSINESS IMPROV FUND (LANDSCP)	11,364.06
LANDFILL/SANITATION FUND	77,572.07
STATE TORT CLAIMS FUND	21,620.09
WATER/SEWER REVENUE FUND	63.00
WATER/SEWER OP & MAINT FUND	103.85
DISABILITY RELIEF FUND	102,681.72
HOUSING COMM DEV ACT (CDBG) FD	14,837.50
HOME PROGRAM FUND	379,293.03
H O P W A GRANT – DEPT. OF HUD	81,827.12
1% INFRASTRUCTURE TAX	12,519.74

**SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY, JUNE 4, 2024 6:00 P.M.**

**336**

TRANSPORTATION FUND	11,292.50
FONDREN BUSINESS IMPROV FUND	2,408.34
RESURFACING – REPAIRS & REPL.FD	4,376.76
HAIL DAMAGE MARCH 2013	303,841.35
PEG ACCESS – PROGRAMMING FUND	136.31
CAPITAL CITY REVENUE FUND	25,000.00
COVID – 19 RESPONSE FUND	85,196.96
MODERNIZATION TAX	156,328.28
ZOOLOGICAL PARK	6,833.47
LIBRARY FUND	162,250.66
DFA-SB2971-PETE BROWN GOLF	42,100.00
NLC-MUNICIPAL REIMAGINING COMM	732.20
MDOT-CMPDD PROJECTS	5,339.11
<b>TOTAL</b>	<b><u>\$2,516,674.90</u></b>

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

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**President Banks** recognized **Sharon Thames, Deputy Director of Administration**, who recommended an amendment adding a payment to Fordice Construction in the amount of \$27,828.74.

**Vice President Lee** moved; seconded by **Council Member Foote** to amend said order to reflect the changes as stated by **Sharon Thames, Deputy Director of Administration**. The motion prevailed by the following vote:

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

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**President Banks** recognized **Terry Williamson, Terry Williamson, Legal Counsel and Sondra Moncure, Special Assistant to the City Attorney** who provided an overview of said item.

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

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

**ORDER APPROVING CLAIMS NUMBER 30324 to 30376 APPEARING AT PAGES 79 TO 102 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$2,544,503.64 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that claims numbered 30324 to 30376 appearing at pages 79 to 102, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$2,516,674.90 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

<b>FROM:</b>	<b>TO ACCOUNTS PAYABLE FUND</b>
GENERAL FUND	912,685.71
SEIZURE & FORF PROP-STATE	4,995.80

**SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY, JUNE 4, 2024 6:00 P.M.**

337

TECHNOLOGY FUND	20,729.00
PARKS & RECR. FUND	70,546.27
BUSINESS IMPROV FUND (LANDSCP)	11,364.06
LANDFILL/SANITATION FUND	77,572.07
STATE TORT CLAIMS FUND	21,620.09
WATER/SEWER REVENUE FUND	63.00
WATER/SEWER OP & MAINT FUND	103.85
DISABILITY RELIEF FUND	102,681.72
HOUSING COMM DEV ACT (CDBG) FD	14,837.50
HOME PROGRAM FUND	379,293.03
H O P W A GRANT – DEPT. OF HUD	81,827.12
1% INFRASTRUCTURE TAX	12,519.74
TRANSPORTATION FUND	11,292.50
FONDREN BUSINESS IMPROV FUND	2,408.34
RESURFACING – REPAIRS & REPL.FD	4,376.76
HAIL DAMAGE MARCH 2013	303,841.35
PEG ACCESS – PROGRAMMING FUND	136.31
CAPITAL CITY REVENUE FUND	25,000.00
COVID – 19 RESPONSE FUND	85,196.96
MODERNIZATION TAX	156,328.28
ZOOLOGICAL PARK	6,833.47
LIBRARY FUND	162,250.66
DFA-SB2971-PETE BROWN GOLF	42,100.00
NLC-MUNICIPAL REIMAGINING COMM	732.20
MDOT-CMPDD PROJECTS	5,339.11
<b>TOTAL</b>	<b>\$2,544,503.64</b>

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

\*\*\*\*\*

**ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 30324 TO 30376 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that payroll deduction claims numbered 30324 to 30376 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$93,720.36 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		2,615,594.57
PARKS & RECR FUND		87,705.78
LANDFILL FUND		22,392.13
SENIOR AIDES		3,440.22
WATER/SEWER OPER & MAINT		64,156.56
PAYROLL	\$93,720.36	
HOUSING COMM DEV		5,125.23
TITLE III AGING PROGRAMS		5,972.38
TRANSPORTATION FUND		14,161.26
PEG ACCESS-PROGRAMMING FUND		5,499.62
2020 SAKI GRAND DOJ		7,405.71

**SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY, JUNE 4, 2024 6:00 P.M.**

**338**

ZOOLOGICAL PARK		25,414.92
NLC-MUNICIPAL REIMAGINING COMM		7,745.57
<b>TOTAL</b>		<b>\$2,864,613.75</b>

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

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

Nays – None.

Absent – None.

\* \* \* \* \*

**ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE A  
MASTER SERVICES AGREEMENT WITH MGT OF AMERICA  
CONSULTING, LLC TO PREPARE A COST ALLOCATION PLAN TO  
DETERMINE AN INDIRECT COST RATE FOR FISCAL YEAR 2023, FISCAL  
YEAR 2024, AND FISCAL YEAR 2025.**

**WHEREAS**, the Department of Administration, through the Finance Division, seeks professional services to prepare a cost allocation plan; and

**WHEREAS**, the City of Jackson receives and administers various grant funds that allow the City to charge indirect costs provided that the City has an indirect cost allocation plan; and

**WHEREAS**, the Department of Administration received a proposal from MGT of America Consulting, LLC, (“MGT”) with offices located at 4320 West Kennedy Boulevard, Tampa, FL 33609, to perform an indirect cost rate proposal based on the City’s audited financial records for the fiscal year ended September 30, 2021, to arrive at an indirect cost rate for the fiscal year ending September 30, 2023; to perform an indirect cost rate proposal based on the City’s audited financial records for the fiscal year ended September 30, 2022, to arrive at an indirect cost rate for the fiscal year ending September 30, 2024; to perform an indirect cost rate proposal based on the City’s audited financial records for the fiscal year ended September 30, 2023, to arrive at an indirect cost rate for the fiscal year ending September 30, 2025; and

**WHEREAS**, each indirect cost rate proposal will identify all expenditures that are appropriately allocated to or among City of Jackson departments, funds, programs, activities, and/or fees charged by City of Jackson services; and

**WHEREAS**, the term of the agreement begins on May 1, 2024 and terminates upon project completion, which is expected to be December 31, 2025; and

**WHEREAS**, MGT proposes a price of eighteen thousand US dollars (\$18,000) for the services listed above. This is an all-inclusive fee for professional services, and six thousand US dollar (\$6,000) will be billed after completion and acceptance by the City of each of the three years of indirect cost rate proposal calculations; and

**WHEREAS**, all correct invoices submitted by MGT to the City shall be due and payable upon receipt and inspection of the services within thirty (30) days but no later than forty-five (45) days. If the City disputes an invoice or portion thereof in good faith, then City shall pay any undisputed portion and provide MGT with written notice of the dispute, in reasonable detail, and the Parties shall promptly meet to resolve such dispute. MGT reserves the right to impose an interest charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum allowable by law for any invoice outstanding for more than forty-five (45) days. MGT may stop work after sixty (60) days of the City’s non-payment of undisputed invoiced amounts; and

**WHEREAS**, each party shall have the right to terminate the agreement by giving thirty (30) days prior written notice to the other party; and

**WHEREAS**, a contract for professional services is not applicable to the public purchasing statutes and is exempted from the competitive bidding process; and

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

IT IS, THEREFORE, ORDERED, the Mayor is authorized to execute a consulting agreement with MGT of America Consulting, LLC to perform a cost allocation plan to determine an indirect cost rate for the fiscal year 2023, the fiscal year 2024, fiscal year 2025 in an amount not to exceed eighteen thousand dollars (\$18,000) beginning May 1, 2024 and terminates upon project completion, which is expected to be December 31, 2025.

**MASTER SERVICES AGREEMENT**

THIS MASTER SERVICES AGREEMENT ("Agreement") is entered into as of \_\_\_\_\_, 2024 ("Effective Date") between MGT of America Consulting, LLC ("MGT"), with offices located at 4320 West Kennedy Boulevard, Tampa, FL 33609, and Jackson City, MS ("Client"), collectively referred to herein as the "Parties."

WHEREAS, MGT offers global technological, educational, organizational and staffing consulting solutions services to the public and private sectors;

WHEREAS, Client anticipates a need within its organization for MGT's services; and

WHEREAS, the Parties intend for this Agreement to serve as the governing, contractual basis of MGT's provision of future project-level services to Client.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. THIS AGREEMENT AND STATEMENTS OF WORK.** The Parties enter into this Agreement to set forth the general terms and conditions that will govern MGT's provision of services to Client. Such services will be subsequently agreed upon by the Parties in individual Statements of Work ("SOW").

Each SOW will state all details required for the proper provision of project-level services, including scope, pricing, period of performance, and other required information ("Services") each an Exhibit A, Statement of Work, attached hereto and incorporated into the Agreement. Unless otherwise stated in an SOW, all Services shall be performed remotely. Each SOW will require signature by both parties to be effective.

**2. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE.** The contract documents consist of this Agreement and all exhibits, attachments, amendments, and SOWs subsequently executed by the Parties and all exhibits, attachments, amendments, and other documents made a part of the SOW ("Contract Documents"). Upon signature by the Parties, all SOWs executed during the Term shall be considered incorporated into and made a part of this Agreement.

In the event of a conflict among the terms and conditions in this Agreement and any SOW, unless that SOW expressly states the intention for the SOW to control with regard to the conflicting term or condition, then this Agreement shall control. Any terms or conditions contained in documents issued by Client other than the Contract Documents, including purchase orders, shall be voidable at MGT's discretion.

**3. TERM.** The term of this Agreement shall commence on the Effective Date and will continue for a period of one and a half (1.5) years or until terminated in accordance with this Agreement.

**4. TERMINATION.** This Agreement or any individual SOW may be terminated with cause by either party: (a) if the other party materially breaches the terms of this Agreement and fails to cure the breach within thirty (30) calendar days following written notice specifying the breach, or (b) immediately upon written notice if the other party fails to comply with applicable law or regulation.

The City may terminate this Agreement at any time by giving written notice to the MGT of such termination and specifying the effective date thereof, at least thirty days before the effective date of such termination. In that event, all finished or unfinished documents and other materials, at the option of the Client become its property. If the Agreement is terminated by the Client as provided herein, MGT will be paid an amount

1

which bears the same ratio to the total services of MGT covered by the Agreement, less payments of compensation previously made.

**5. INSURANCE.** During the Term of this Agreement and any SOW, MGT will maintain the minimum insurance coverages below. MGT shall provide Certificates of Insurance to Client upon request and as required under SOWs.

a. Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 annual aggregate
c. Business Automobile Liability	\$1,000,000 combined single-limit, non-owned and hired. (MGT does not own autos)
d. Umbrella/Excess Liability	\$10,000,000 per occurrence & aggregate, follows form
e. Worker's Compensation	Per Statute
f. Employer's Liability	\$1,000,000 each accident
f. Professional Liability	\$6,000,000 aggregate

**6. INDEMNIFICATION.** MGT shall not be held liable for factors outside of its reasonable control, including losses or damages as a result of Client's provision of inaccurate data, or changing laws, regulations, political conditions.

TO THE EXTENT PERMITTED BY MISSISSIPPI LAW AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR DATA USE, OR LOSS OR INTERRUPTION OF BUSINESS, ARISING OUT OF ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT OR WITH RESPECT TO ITS PERFORMANCE HEREUNDER, WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR ANY OTHER THEORY. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES APPLIES EVEN IF A PARTY HAD OR SHOULD HAVE HAD KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES. THE MISSISSIPPI CONSTITUTION ARTICLE 4 SECTION 100 PROHIBITS THE CITY OF JACKSON FROM DIMINISHING OR RELINQUISHING AN OBLIGATION OR CLAIMS HELD BY THE CITY OF JACKSON; THEREFORE, THE CITY OF JACKSON HAS NO AUTHORITY TO LIMIT DAMAGES OF ANY TYPE AND RESERVES THE RIGHT TO PURSUE ANY OBLIGATION OR CLAIM LIMITED BY THIS CLAUSE.

**7. LIMITATION OF LIABILITY.** MGT shall not be held liable for factors outside of its reasonable control, including losses or damages as a result of Client's provision of inaccurate data, or changing laws, regulations, political conditions.

To the extent permitted by Mississippi law, except for actions or claims resulting from MGT's gross negligence or intentional or willful misconduct, MGT's total aggregate liability to Client shall be limited to \$1,000,000. THE MISSISSIPPI CONSTITUTION ARTICLE 4 SECTION 100 PROHIBITS THE CITY OF JACKSON FROM DIMINISHING OR RELINQUISHING AN OBLIGATION OR CLAIMS HELD BY THE CITY OF JACKSON; THEREFORE, THE CITY OF JACKSON HAS NO AUTHORITY TO LIMIT DAMAGES AND RESERVES THE RIGHT TO PURSUE ANY OBLIGATION OR CLAIM LIMITED BY THIS CLAUSE.

2

8. **GOVERNING LAW, JURISDICTION AND CONSENT TO SUIT.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state of Mississippi, irrespective of the choice of laws principles of the state of Mississippi, as to all matters including validity, construction, effect, enforceability, performance, and remedies. Client submits itself and its property in any legal action or proceeding relating to this Agreement to the exclusive jurisdiction of any state or federal court within Hinds County, Mississippi and Client hereby accepts venue in each such court.

9. **DISPUTE RESOLUTION PROCEDURE.** In the event of a dispute, controversy or claim by and between the Parties arising out of matters related to this Agreement, the Parties will first attempt in good faith to resolve through negotiation any such dispute, controversy, or claim. Either party may initiate negotiations by providing written notice to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice to exchange relevant information and perspectives and to attempt to resolve the dispute.

If the dispute is not resolved by negotiation, either party may commence mediation by written request to the other party. The Parties will cooperate in selecting a mediator and in scheduling the mediation proceedings. The mediation shall take place in Jackson, Mississippi. The Parties will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Either party may seek equitable relief prior to the mediation to preserve the *status quo* pending the completion of that process. The prevailing party shall be entitled to an award of all reasonable costs, expenses, and attorneys' fees. In addition, should the dispute under this Agreement involve the failure to pay fees, and the matter is not resolved through negotiation or mediation, Client shall pay all costs of collection, including, but not limited to, MGT's legal fees and costs should MGT prevail. In the event that mediation does not result in settlement, nothing in this section shall prevent either party from commencing a civil action at which time suit may be brought in any court of competition jurisdiction in Mississippi.

10. **CONFIDENTIALITY.** Subject to the mandates of the Mississippi Public Records Act of 1983, each party shall maintain in confidence and protect from unauthorized disclosure all information exchanged between the Parties that is reasonably understood under the circumstances to be confidential, whether disclosed orally, in writing or marked as confidential ("Confidential Information").

The receiving party shall make all reasonable efforts to protect Confidential Information from disclosure to unauthorized third parties. Confidential Information may be disclosed to third parties with a need-to-know under the circumstances and who are bound by confidentiality obligations no less restrictive than those herein. Neither party shall use such Confidential Information except in performance of the Services. MGT may, however, disclose Client's name and the general nature of MGT's work for Client sales proposals.

The above obligations of confidentiality shall not apply to the extent that the receiving party can show that the relevant information (a) was at the time of receipt already in the receiving party's possession; (b) is, or

3

becomes in the future, public knowledge through no fault or omission of the receiving party; (c) was received from a third-party having the right to disclose; or (d) is required to be disclosed by law.

11. **FORCE MAJEURE.** Neither party shall be liable or considered at fault for any delay (except for payment) resulting from circumstances beyond the party's reasonable control, including but not limited to fire, flood, earthquake, elements of nature, epidemics, global pandemics, quarantines, acts of God, acts of war, labor disputes, and supply chain disruptions ("Excusable Delays"). The delayed party shall notify the other party in writing upon the discovery of any significant Excusable Delay. During an Excusable Delay, the delayed party shall use reasonable efforts to mitigate costs and damages and to resume performance under this Agreement.

The Parties recognize that MGT's ability to timely perform under a SOW is contingent upon Client's timely provision of any agreed-upon data, personnel access, or other requirements. If Client's failure to provide to such data, access or other requirements causes significant delays to MGT's progression of Services, and MGT incurs losses or damages as a result, then the Parties shall negotiate and execute a SOW amendment for an equitable adjustment to the schedule and for additional costs. MGT shall provide all substantiating documentation of costs reasonably requested by Client in consideration for any equitable adjustment. Excusable Delays shall not give rise to an equitable adjustment.

12. **FEES AND PAYMENT.** Unless otherwise set forth in a SOW, all correct invoices submitted by MGT to Client shall be due and payable upon receipt and inspection of the services within thirty (30) days but no later than forty-five (45) days. If Client disputes an invoice or portion thereof in good faith, then Client shall pay any undisputed portion and provide MGT with written notice of the dispute, in reasonable detail, and the Parties shall promptly meet to resolve such dispute. MGT reserves the right to impose an interest charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum allowable by law in respect of any invoice which is outstanding for more than forty-five (45) days. MGT may stop work after sixty (60) days of Client's non-payment of undisputed invoiced amounts.

Section 66 of the Mississippi Constitution prohibits the Client 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 satisfactorily delivered or performed services.

13. **MODIFICATION.** This Agreement and any SOW shall only be modified by written amendment signed by the Parties. All signed amendments shall be deemed incorporated into this Agreement by reference.

14. **NON-SOLICITATION.** During the term of this Agreement and for a period of two (2) years following termination or expiration, neither party shall knowingly, directly or indirectly, solicit nor encourage the solicitation of any person who is, or was within a 12-month period prior to such solicitation, an employee of the other party or its affiliates that became known to the other party as a result of this Agreement, except with the prior written consent of the other party. This provision shall not restrict the right of either party to solicit by public advertisement.

15. **ASSIGNMENT.** Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

4

**16. INDEPENDENT CONTRACTOR.** It is expressly understood that at all times, while rendering the Services, MGT is acting as an independent contractor and not as an officer, agent, or employee of the Client. MGT shall not be required to keep specific work hours (except in the case of specific hours required under employee leasing contracts), equipment, or a specific office, and shall use independent means and methods for performing the Services. For all purposes, including Medicare, Social Security taxes, the Federal Unemployment Act ("FUTA"), income tax withholding, worker's compensation, and unemployment insurance, MGT, its personnel and contractors will be treated and deemed independent contractors and not employees of Client.

**17. NON-DISCRIMINATION/EQUAL EMPLOYMENT PRACTICES.** Neither party shall unlawfully discriminate or permit discrimination against any person or group of persons in any matter prohibited by federal, state, or local laws. During the performance of this Agreement, neither party or their employees, agents, or subcontractors, if any, shall discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national or ethnic origin, medical conditions, physical disability, or any other classifications protected by local, state, or federal laws or regulations. The parties further agree to be bound by applicable state and federal rules governing equal employment opportunity and non-discrimination.

**18. NOTICES.** All legal notices required by this Agreement are deemed to have been given when notices are both (1) delivered by email to the email address below, and (2) following such email delivery, a mailed copy of the notice is delivered to the mailing address below.

<b>To MGT:</b>	<b>To Client:</b>
Name: MGT of America Consulting, LLC	Name: City of Jackson, MS
ATTN: Legal Notice/Contracts	ATTN: Carmen Jones
Address: 4320 West Kennedy Blvd.	Address: 219 S. President Street
Tampa, FL 33609	Jackson, MS 39201
Email: contracts@mgiconsulting.com	Email: carmenj@jacksonms.gov
	Name: City of Jackson, MS
	ATTN: City Attorney
	Address: 455 East Capitol Street
	P.O. Box 2779
	Jackson, MS 39207

If the email address and mailing address is incomplete for a party, then notice shall be mailed to the address on the first page of this Agreement.

**19. SEVERABILITY.** If any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable, and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

**20. COUNTERPARTS AND EXECUTION.** This Agreement and any SOW may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts may be executed by electronic signature and delivered by scanned signature or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

5

**21. SURVIVAL.** The sections Term, Termination, Insurance, Indemnification, Limitation of Liability, Governing Law, Jurisdiction, Consent to Suit, Dispute Resolution Procedure, Confidentiality, and Non-Solicitation, of this Agreement and the payment obligations described in any SOW shall survive the termination or expiration of the Agreement or SOW.

**22. ENTIRE AGREEMENT.** This Agreement and all exhibits constitute the entire and only agreement between the Parties. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, except for those expressly stated herein. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement.

**23. NON-EXCLUSIVITY.** This Agreement is non-exclusive, and both Parties remain free to enter into similar agreements with third parties. During the term of this Agreement, MGT may perform Services for any other entities, so long as the performance of such services does not interfere with MGT's performance of obligations under this Agreement and does not create a conflict of interest.

**24. THIRD PARTY BENEFICIARIES.** Except as specifically set forth herein, nothing in this Agreement is intended or shall be construed to confer upon any person or entity, other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.

**25. AVAILABILITY OF FUNDS.** It is expressly understood and agreed that the obligation of MGT and the Client to proceed under this Agreement is conditioned upon the appropriation of funds by the Governing Authority and the receipt of funds for use by Customer. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the Governing Authority to provide funds or to appropriate funds, or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson ("City"), the City and MGT shall have the right upon ten (10) working days written notice to MGT to terminate this Agreement without damage, penalty, cost or expenses to the City or MGT of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

**26. 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.

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

**IN WITNESS WHEREOF,** the Parties hereto have executed this Master Services Agreement.

**MGT OF AMERICA CONSULTING, LLC**

**JACKSON CITY, MS**

\_\_\_\_\_  
Name:  
Title:  
Date:

\_\_\_\_\_  
Name:  
Title:  
Date:

6

**EXHIBIT A  
PROFESSIONAL CONSULTING STATEMENT OF WORK**

As of \_\_\_\_\_ (“Effective Date”), **MGT of America Consulting, LLC** (“MGT”) and Jackson City, MS (“Client”) execute this Statement of Work (“SOW”) pursuant to the Master Services Agreement between the Parties dated \_\_\_\_\_ (“Agreement”).

**SCOPE:** MGT shall provide the following services to perform indirect cost rate proposals for the purpose of determining indirect cost rates for the fiscal years of 2023, 2024, and 2025:

- Perform an indirect cost rate proposal, based on the City of Jackson’s audited financial records for the fiscal year ended September 30, 2021, for the purpose of arriving at an indirect cost rate for the fiscal year ending September 30, 2023.
- Perform an indirect cost rate proposal, based on the City of Jackson’s audited financial records for the fiscal year ended September 30, 2022, for the purpose of arriving at an indirect cost rate for the fiscal year ending September 30, 2024.
- Perform an indirect cost rate proposal, based on the City of Jackson’s audited financial records for the fiscal year ended September 30, 2023, for the purpose of arriving at an indirect cost rate for the fiscal year ending September 30, 2025.
- Each indirect cost rate proposal will identify all expenditures that are properly allocated to or among City of Jackson departments, fund, programs, activities, and/or fees charged by City of Jackson services.

**PERIOD OF PERFORMANCE/PROJECT TIMELINE:** The term of this Statement of Work begins on the May 1, 2024 and terminates upon Project completion, which is expected to be December 31, 2025.

**COMPENSATION, INVOICING, AND PAYMENT SCHEDULE:** MGT proposes a price of eighteen thousand US dollars (\$18,000) for the services listed above. This is an all-inclusive fee for professional services and six thousand US dollar (\$6,000) will be billed after completion and acceptance by the Client of each of the three years of ICRP calculations.

All invoices submitted by MGT to Client shall be due and payable thirty (30) days but no later than forty-five days (45) after receipt of a monthly invoice.

**MGT OF AMERICA CONSULTING, LLC                      JACKSON CITY, MS**

\_\_\_\_\_  
Name:  
Title:  
Date:

\_\_\_\_\_  
Name:  
Title:  
Date:

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

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

Nays – Banks.

Absent – None.

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**ORDER AUTHORIZING PAYMENT TO THE JACKSON MEDICAL MALL  
FOUNDATION FOR USE OF ITS FACILITY TO HOST THE CITY OF  
JACKSON JOB AND CAREER FAIR EXPO ON JUNE 6, 2024.**

**WHEREAS,** the City of Jackson will host a Job and Career Fair Expo on June 6, 2024;  
and

**WHEREAS,** the job fair is for citizens interested in securing employment with the City of Jackson; and

**WHEREAS,** the Department of Human Resources has determined that the Jackson Medical Mall Foundation has suitable space for the City of Jackson Job and Career Fair Expo; and

**WHEREAS,** Jackson Medical Mall Foundation is amenable to allowing the use of its facility for the Job and Career Fair Expo at a nominal cost to the City of Jackson; and

**WHEREAS,** the Jackson Medical Mall Foundation has agreed to allow the City of Jackson to utilize the common area and community meeting room; and

**WHEREAS,** the Jackson Medical Mall Foundation will charge the City of Jackson a total of \$300.00 for the use of the space; and

**WHEREAS,** the best interest of the City of Jackson would be served by authorizing payment to the Jackson Medical Mall Foundation for use of its common area and community meeting room; and



**IT IS, THEREFORE, DETERMINED** that the Department of Human Resources is authorized to pay the Jackson Medical Mall Foundation for the City of Jackson Job and Career Fair Expo on June 6, 2024.

**IT IS FURTHER ORDERED** that the Department of Human Resources is authorized to pay the sum of \$300.00 to the Jackson Medical Mall for the use of its facility for the City of Jackson Job and Career Fair Expo on June 6, 2024.

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

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

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

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

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**ORDER AUTHORIZING PAYMENT TO THE SOCIETY FOR HUMAN RESOURCE MANAGEMENT (SHRM); PUBLIC SECTOR HUMAN RESOURCE ASSOCIATION (PSHRA); AND MISSISSIPPI ASSOCIATION OF PERSONNEL ADMINISTRATORS (MAPA) FOR REGISTRATION FEES TO ATTEND A SEMINAR, CONFERENCE, WORKSHOP, CERTIFICATION COURSE AND PROFESSIONAL PUBLICATION FEES FOR ALL EMPLOYEES IN THE DEPARTMENT OF HUMAN RESOURCES.**

**WHEREAS**, the Society of Human Resource Management is a national organization for Human Resource professionals whose mission is to empower people and workplaces by advancing HR practices and by maximizing human potential; and

**WHEREAS**, the Society of Human Resource Management (SHRM) is a member-driven catalyst for creating better workplaces where people and businesses thrive together. As the trusted authority on all things work, SHRM is the foremost expert, researcher, advocate, and thought leader on issues and innovations impacting today’s evolving workplaces. With nearly 340,000 members in 180 countries, SHRM touches the lives of more than 362 million workers and their families globally; and

**WHEREAS**, the Public Sector Human Resources Association (PSHRA) is the leading member community connecting public sector HR professionals with the insights, education, and expertise to realize their potential and position them for future success; and

**WHEREAS**, the Public Sector HR Association (PSHRA) is a recognized leader in the delivery of innovative solutions and practical resources for all levels of public sector HR professionals. PSHRA’s mission is to empower public sector HR professionals to create better places to work for those who serve the public good; and

**WHEREAS**, the Mississippi Association of Personnel Administrators (MAPA) is a professional association established in 1981 and incorporated in 1987. MAPA serves to advance the knowledge of personnel administration as an art or science; to disseminate to all members regarding personnel administration; to provide opportunities for education and to serve as a forum for the exchange of ideas among members; and

**WHEREAS**, a municipality may pay professional association dues, registration fees for attending seminars, conferences, workshops, certification courses and professional publication fees for individuals if the public entity determines that the professional association dues, registration fees for attending seminars, conferences, workshops, certification courses or professional publication fees are reasonable and necessary to the performance of the employee's

duties and accrues to the benefit of the municipality and the benefit to the employee is merely incidental;

**WHEREAS**, the Society of Human Resource Management (SHRM); Public Sector Human Resources Association (PSHRA); and Mississippi Association of Personnel Administrators (MAPA) are all advanced organizations providing continuing education programs that prepare participants to perform complex human resource duties;

**WHEREAS**, the organizations have rigorous educational and professional contribution components; and

**WHEREAS**, membership in the cited organizations and participation in the conference, workshops, and courses offered by employees of the Department of Human Resources is reasonable and necessary for the effective performance of their duties and is of substantial benefit to the municipality; and

**WHEREAS**, any benefit to the employee arising out of membership in the organization and participating in the workshops and course offerings is incidental.

**IT IS, THEREFORE, ORDERED** that subject to the budget of the Department of Human Resources, the Director of the Department of Human Resources may expend monies and pay the Society of Human Resource Management (SHRM); Public Sector Human Resources Association (PSHRA) and Mississippi Association of Personnel Administrators (MAPA) for professional dues, professional publication fees, and registration fees for workshop attendance and course participation for employees within the Department of Human Resource.

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

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

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

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

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**ORDER RESCINDING THE FEBRUARY 23, 2016, RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ADOPTING A CITYWIDE RETENTION SCHEDULE FOR THE CITY OF JACKSON AND AUTHORIZING THE CITY OF JACKSON TO ADHERE TO THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY’S (“MDAH”) RETENTION SCHEDULE FOR MUNICIPALITIES, AS AMENDED FROM TIME TO TIME.**

**WHEREAS**, on February 23, 2016, the City Council of Jackson, Mississippi, passed a Resolution adopting the State of Mississippi Records Retention Guidelines; and

**WHEREAS**, the resolution adopted the retention guidelines as set forth by MDAH at that time and did not include any language that the City will adopt future changes to the retention schedule as made by MDAH; and

**WHEREAS**, to adopt the general records retention schedule for municipalities, as it may change from time to time, the Municipal Clerk recommends that the governing authorities for the City adopt an Order authorizing and mandating that all City departments adhere to the MDAH Records Retention Schedules for Municipalities, including as it is amended from time to time; and

**WHEREAS**, the Department of Archives and History, Local Government Records Office issue the general records retention schedules, as found in Section 39-5-9, Mississippi Code of 1972, Annotated (MCA), as amended; and

**WHEREAS**, the retention period listed in the general schedules for each records series is the minimum time necessary to retain the records. There may be conditions or factors in the City that require retention of a particular record series for a more extended period than is required by the general records schedule, and, in such cases, the City may continue retention of the records series as needed. In no case, however, may records be destroyed sooner than the scheduled retention period; and

**WHEREAS**, the adoption of the same is in the best interests of the City of Jackson, in order to facilitate the orderly and efficient transfer, retention, and destruction of its records.

**IT IS, THEREFORE, ORDERED** that the City of Jackson, Mississippi, hereby adopts the State of Mississippi’s “Records Retention Schedules for Municipalities: General Schedules” as the citywide records retention schedule, including any future amendments that may be made to the Retention Schedule; and

**IT IS FURTHER ORDERED** and reflected in the minutes that the City of Jackson will adhere to and automatically adopt all retention schedules issued for municipalities in the future by the Local Government Records Committee.

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

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

\* \* \* \* \*

**RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE 2024  
VOTING DELEGATES FOR THE CITY OF JACKSON.**

**WHEREAS**, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a Second Vice President from the Southern District; and

**WHEREAS**, the amended bylaws require the governing authority board (Mayor, Alderman, City Council, City Commission) to designate in its minutes the voting delegate and one alternate to cast the vote for each member municipality.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF  
JACKSON, MISSISSIPPI.**

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2024 Mississippi Municipal League election to be held at the annual convention on June 25<sup>th</sup>, 2024 as follows:

Voting Delegate: \_\_\_\_\_

First Alternate: \_\_\_\_\_

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

The above and foregoing Resolution, after having been first introduced to writing, was introduced by \_\_\_\_\_, seconded by \_\_\_\_\_, and was adopted by the following vote, to wit:

Yeas:  
Nays:  
Absent:

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The President thereby declared the motion carried and the Resolution adopted, this the (\_\_\_\_ day of June 2024).

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

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**President Banks** recognized **Council Member Stokes** who moved, and **Council Member Hartley** seconded, to add **Mayor Chokwe Antar Lumumba** as the Voting Delegate. The motion prevailed by the following votes:

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

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**President Banks** recognized **Council Member Stokes** who moved, and **Council Member Hartley** seconded, to add **Vice President Lee** as the First Alternate.

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 Resolution, as amended:

**RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE 2023  
VOTING DELEGATES FOR THE CITY OF JACKSON.**

**WHEREAS**, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a Second Vice President from the Southern District; and

**WHEREAS**, the amended bylaws require the governing authority board (Mayor, Alderman, City Council, City Commission) to designate in its minutes the voting delegate and one alternate to cast the vote for each member municipality.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF JACKSON, MISSISSIPPI.**

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2024 Mississippi Municipal League election to be held at the annual convention on June 25<sup>th</sup>, 2024 as follows:

Voting Delegate:     Chokwe Antar Lumumba

First Alternate:     Angelique Lee

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

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

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL  
PROPERTY AUCTION AGREEMENT WITH AUCTION 18, LLC TO  
CONDUCT PUBLIC AUCTIONS FOR THE DISPOSAL OF ANY LOST,  
STOLEN, ABANDONED, OR MISPLACED PERSONAL PROPERTY FOR  
THE JACKSON POLICE DEPARTMENT.**

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**WHEREAS**, the Jackson Police Department frequently recovers stolen, lost, misplaced, or abandoned property; and

**WHEREAS**, Section 21-39-21 of the Mississippi Code Annotated, as amended, gives governing authorities for the City of Jackson a procedure for disposing of any lost, stolen, abandoned, or misplaced personal property, which shall be by public auction to the highest bidder; and

**WHEREAS**, Section 21-39-21 of the Mississippi Code requires the selling of stolen, lost, misplaced or abandoned personal property at public auction if it remains unclaimed for a period of one hundred twenty days after the provision of the notice set forth in the statute; and

**WHEREAS**, it is in the best interest of the City of Jackson to contract with a licensed auctioneer, Auction 18, LLC, to conduct the auctions contemplated by Section 21-39-21; and

**WHEREAS**, the Jackson Police Department for the City of Jackson, Mississippi desires to enter into a Personal Property Auction Agreement with Auction, 18, LLC; and

**WHEREAS**, the proposed contract with Auction 18, LLC shall commence on June 1, 2024, and expire on May 31, 2025. The parties agree to a one (1) two-year additional renewal term covering that may be exercised by the City of Jackson. Unless the City of Jackson provides notice to terminate said Agreement, it will renew automatically for two years; and

**WHEREAS**, Auction 18, LLC shall receive, and the City shall pay as full compensation for all services a sum not to exceed 9.0 percent of the gross sales receipts at the close of auction performed by Auction 18, LLC, which may be deducted from the gross sales receipts; and

**WHEREAS**, If the City manages payment collection at the close of the auction, the City will pay all invoices within 45 days of submission pursuant to State law. Should Auction 18, LLC manage payment collection at the close of the auction, Auction 18, LLC shall turn over net proceeds from the auction to the City within five (5) days from date of the auction, along with the sale records and receipts; and

**WHEREAS**, all property will be sold to the highest bidder. No property shall be sold or withdrawn from the auction prior to the auction except by mutual Agreement between the City and Auction 18, LLC.

**WHEREAS**, if the property is sold or withdrawn prior to the auction, Auction 18, LLC shall receive a 9 percent commission on the item. Auction 18, LLC shall receive a 9 percent commission on any item withdrawn from sale, transferred, or sold within 30 days after the auction. Auction 18, LLC agrees to pay all expenses of preparation, advertising, and conducting said auction. In case of postponement, the auction will take place on a later date, agreeable to Seller and Auction 18, LLC. The commission will be based on a percentage of the gross sales; and

**WHEREAS**, Auction 18, LLC shall indemnify and hold harmless the City and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professional and costs related to court action or arbitration arising out of or resulting from the performance of the Agreement or the actions of the Auction 18, LLC or its officials, employees, or agents under this Agreement or the Agreements entered into by the Auction 18, LLC in connection with this Agreement. This indemnification shall survive the termination of this Agreement; and

**WHEREAS**, a copy of the proposed Agreement is attached and made a part of the minutes; and

**WHEREAS**, according to the State of Secretary, Nicholas L. Varner has an active Auctioneer License (No. 1376) in Mississippi and is in good standing to business in this state: and

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a Personal Property Auction Agreement with Auction 18, LLC commencing on June 1, 2024, and expiring on May 31, 2025. The parties agree to a one (1) two-year additional renewal term covering that may be exercised by the City of Jackson. Unless the City of Jackson provides notice to terminate said Agreement, it will renew automatically for two years.



**PERSONAL PROPERTY AUCTION AGREEMENT**

This Agreement made by and between the City of Jackson on behalf of the Jackson Police Department hereafter called Seller, and Auction 18, LLC., whose principal office is located at 108 Magnolia Springs, Florence, MS 39073, hereafter called Auctioneer.

**RECITALS**

WHEREAS, Section 21-39-21 of the Mississippi Code Annotated, as amended gives governing authorities for the city of Jackson a procedure for disposing of any lost, stolen, abandoned, or misplaced personal property, which shall be by public auction to the highest bidder; and

WHEREAS, Section 21-39-21 of the Mississippi Code requires the selling of stolen, lost, misplaced or abandoned personal property at public auction if it remains unclaimed for a period of one hundred twenty days after the provision of the notice set forth in the statute; and

WHEREAS, the Jackson Police Department for the city of Jackson, Mississippi desire to enter into a Personal Property Auction Agreement with Auction, 18, LLC; and

WHEREAS, according to the State of Secretary, Lance Varner has an active Auctioneer License (No. 1376) in this state and is in good standing to business in this state; and

WHEREAS, the governing authorities for the city of Jackson previously authorized the Mayor to execute a Personal Property Auction Agreement to provide auctioneer services to the city of Jackson for an initial term beginning June 1, 2024 through May 31, 2025, with a two-year option to renew said agreement; and

**NOW THEREFORE** in consideration of the mutual covenants and agreements reached by the parties in the initial agreement and restated in this agreement, the parties agree that the following provisions shall govern their relationship:

**SERVICES**

Auctioneer hereby agrees to:

- (1) Use his/her professional skill, knowledge and experience to the best advantage of both parties in preparing for and conducting the sale. Seller agrees to not interfere with, prevent or prohibit Auctioneer in any manner prior to or during auction from carrying out his/her duties and obligations of this agreement.
- (2) Follow all reasonable requests of the Seller of the goods being sold at the auction.
- (3) Perform such auctioneer's duties so that the highest or most favorable offer made by a member of the audience is accepted, and shall otherwise perform such duties in accordance with the highest standards of the auctioneering profession.
  
- (4) Ensure all advertisements of auctions disclose (a) The auctioneer's name and the name of the auction firm involved; (b) whether the auction is to be absolute or with reserve; and the auctioneer's or auction firm's auction license number.
- (5) hold a live auction, on-site for items (excluding deadly weapons as set forth in Section 45-9-151 of the M.C.A. and property seized under the Uniform Controlled Substances Law) located at 4225-C Michael Avalon Street Jackson, MS 39209, Jackson Impound Lot Garage.
- (6) Only advertise items the Seller intend to offer for sale at the advertised auction.

**TERM**

This Agreement shall commence on June 1, 2024 and expire on May 31, 2025. The parties agree to a one (1) two-year additional renewal term covering that may be exercised by the City of Jackson. Unless the City of Jackson provides notice to terminate said agreement, it will renew automatically for two years.

**MANNER OF AUCTION**

All property will be sold to the highest bidder. No property shall be sold or withdrawn from the auction prior to the auction except by mutual agreement between Seller and Auctioneer. If property is sold or withdrawn prior to auction, Auctioneer shall receive 9 percent commission on the item. Auctioneer shall receive 9 percent commission on any item withdrawn from sale or transferred or sold within 30 days after the auction. Auctioneer agrees to pay all expenses of preparation, advertising, and conducting said auction. In case of postponement, the auction will take place on a later date agreeable to Seller and Auctioneer. Commission will be based on a percentage of the gross sales.

**COMPENSATION**

Auctioneer shall receive, and the Seller shall pay as full compensation for all services a sum not to exceed 9.0 percent of the gross sales receipts at the close of auction performed by the Auctioneer, which may be deducted from the gross sales receipts. If the Seller manage payment collection at the close of auction, the Seller will pay all invoices within 45 days of submission pursuant to State law. Should Auctioneer manage payment collection at the close of auction, Auctioneer shall turn over net proceeds from auction to Seller within five (5) days from date of auction, along with the sale records and receipts.

**INDEPENDENT CONTRACTOR**

Auctioneer is an independent contractor and shall not represent itself as an agent or employee of the City for purpose in the performance of Auctioneer's duties under this Agreement. Accordingly, Auctioneer shall be responsible for payment of all federal, state and local taxes, as well as business license fees arising out of Auctioneer's activities in accordance with this Agreement. For purposes of

the Agreement, taxes shall include, but not be limited to, Federal and State Income, Social Security, and Unemployment Insurance taxes.

**INDEMNITY, INSURANCE AND BOND**

Auctioneer shall indemnify and hold harmless the Seller and its officials, agents and employees from and against all claims, damages, losses, and expense, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professional and costs related to court action or arbitration arising out of or resulting from the performance of the Agreement or the actions of the Auctioneer or its officials, employees, or agents under this Agreement or under the Agreements entered into by the Auctioneer in connection with this Agreement. This indemnification shall survive the termination of this agreement.

In addition, Auctioneer shall comply with the Mississippi Workers Compensation Act and shall provide for the payment of workers compensation to its employees in the manner and to the extent required by such Act. Auctioneer shall maintain, at its expense, the following minimum insurance coverage:

- a. Bodily Injury Liability: \$1,000,000 each accident; and
- b. Automobile Property Damage Liability: \$500,000 each accident; and
- c. Property Damage Liability: \$1,000,000 each accident \$1,000,000 aggregate operation, \$1,000,000 aggregate protective (Insuring clause for bodily injury and damage shall be amended to provide coverage on an occurrence basis); and
- d. Bond in the amount of \$100,000.

Upon execution of the Agreement, Auctioneer shall furnish City proof of compliance with the insurance and bond requirements of the Agreement and shall furnish a certificate of insurance from an insurance company licensed to do business in the State of Mississippi and acceptable to the Seller in order to verify the existence of said insurance coverage. The certificate will provide for thirty (30) days advance notice in the event of termination or cancellation of coverage.

**HEALTH AND SAFETY**

Auctioneer shall be responsible for initiating, maintaining, and supervising all safety precautions and programs required by OSHA, and all other regulatory agencies while providing services under this Agreement.

**NON-DISCRIMINATION IN EMPLOYMENT**

Auctioneer shall not discriminate against any employee or applicant for employment in its business because of age, sex, race, creed, national origin, or disability. Auctioneer shall take affirmative action to ensure that applicants are employed and that employees are treated fairly and legally during employment without regards to their age, sex, race, creed, national origin, or disability. In the event Auctioneer is determined by the final order of an appropriate agency or court to be in violation of

any non-discrimination provision of federal, state, or local law or this provision, this Agreement may be canceled, terminated or suspended in whole or in part by the Seller and Auctioneer may be declared ineligible for future work with the City.

**GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Mississippi. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in Mississippi.

**TERMINATION OF AGREEMENT**

The Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party. The termination notice period shall begin upon receipt of the notice of termination. The termination does not bar either party from pursuing a claim for damages for breach of the Agreement.

The Agreement may be terminated for cause by either party notifying the breaching party of a substantial failure to perform in accordance with the provisions of the Agreement and if the failure is not corrected within ten (10) days of receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

The termination of the Renewal Agreement with or without cause shall not form the basis for any claim for loss of anticipated profits by either party.

**ASSIGNMENT**

Auctioneer shall not assign its interest in this Agreement without the prior written consent of the City. Auctioneer has no authority to enter into agreements on behalf of the City.

**COMPLIANCE WITH LAWS**

Auctioneer represents that it is in compliance with all Federal, State and local laws, regulation or orders as amended or supplemented. If the Auctioneer's license is suspended or revoked by the Mississippi Auctioneer Commission, this Agreement shall terminate automatically.

**NOTICES**

All notices which may be required by this Agreement or any rule of law shall be effective when received by mail sent to the following address:

City of Jackson Mississippi  
Office of the City Attorney  
Post Office Box 2779  
Jackson, MS 39207

**AND** Jackson Police Department  
Post Office Box 17  
Jackson, MS 39201

Auction, 18, LLC  
Nicholas L. Varner  
108 Magnolia Springs  
Florence, MS 39073

**AUDIT RIGHTS**

For all services being provided under this Agreement, the City shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of said services within one (1) week of said request. Such review will be conducted at the Office of the City Attorney.

**EQUIPMENT**

Auctioneer shall supply, at its sole expense, all personnel, equipment, tools, materials, and or supplies required to provide contracted services unless otherwise agreed in writing. In no event shall Seller otherwise be responsible for expenses incurred by Auctioneer in performance of the contract work.

**NON-EXCLUSIVITY**

The City reserves the right to contract with other companies or entities for auction services and or auction related services without restriction.

**ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between Seller and Auctioneer and shall supersede all prior understandings between Seller and Auctioneer relating to the subject matter hereof and may be amended only by written agreement of the parties.

**HEADINGS**

The subject heading of the paragraphs is included for purpose of convenience only and shall not affect the construction or interpretation of any of its provisions. The Agreement shall be deemed to have been drafted by both parties and no purpose of interpretation shall be made to the contrary.

AUCTION 18, LLC	CITY OF JACKSON
BY: _____	BY: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

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

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**President Banks** recognized **Mayor Chokwe Antar Lumumba**, 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.

\* \* \* \* \*

**ORDER AUTHORIZING THE PAYMENT TO JONES REFRIGERATION, INC. FOR REPLACEMENT MOTORS, UNFREEZE THE FREEZER AND A SYSTEM CHECK FOR ALL OPERATIONS.**

**WHEREAS**, the City of Jackson and the Jackson Police Department's freezer was in need of repair to its refrigeration system at the Jackson Animal Control located at 140 Outer Circle, Jackson, Mississippi; and



**WHEREAS**, the Jones Refrigeration Company, P.O. Box 5945, Brandon, Mississippi was contacted to make the needed repairs to the freezer; and

**WHEREAS**, the following repairs were made by Jones Refrigeration, P.O. Box 5945, Brandon, Mississippi on September 15, 2023. Two locked up motors was replaced. The freezer was started and all system operation was checked. The total amount of the repairs is \$1,133.90; and

**IT IS HEREBY ORDERED** that the Mayor authorized payment to Jones Refrigeration Company, P.O. Box 5945, Brandon, Mississippi for repairs made to the freezer located at the Animal Control department at 140 Outer Circle, Jackson, Mississippi. The total amount of the repairs is \$1,133.90.

**IT IS FURTHERED ORDERED** that the Mayor or his designee be authorized to pay the cost of repairs to the freezer at the Animal Control department at 140 Outer Circle, Jackson, Mississippi.

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

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

\* \* \* \* \*

**ORDER APPROVING PAYMENT OF INVOICES FOR GOODS AND SERVICES RECEIVED BY THE JACKSON POLICE DEPARTMENT FROM THE MISSISSIPPI FORENSIC LABORATORY (DPS CRIME LAB).**

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

**WHEREAS**, the Jackson Police Department obtained goods and services from Mississippi Forensic Laboratory; and

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

**WHEREAS**, the invoices of Mississippi Forensic Laboratory (DPS Crime Lab) remain unpaid; and

**WHEREAS**, the vendor was unaware of the error or failure of the Jackson Police Department concerning the procurements and furnished the goods and services in good faith; 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**, the invoices submitted by Mississippi Forensic Laboratory (DPS Crime Lab) which remain unpaid are as follows:

<b>Invoice Date</b>	<b>Invoice Number</b>	<b>Amount</b>	<b>Service</b>
6/3/21	90104543	\$720.00	Analytical Fees
7/6/21	90105636	\$540.00	Analytical Fees
8/5/21	90107868	\$1,800.00	Analytical Fees
10/4/21	90109975	\$480.00	Analytical Fees
11/5/21	90111457	\$660.00	Analytical Fees
12/3/21	90112417	\$780.00	Analytical Fees

**SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY, JUNE 4, 2024 6:00 P.M.**

1/5/22	90113345	\$600.00	Analytical Fees
2/8/22	90114529	\$780.00	Analytical Fees
3/2/22	90115346	\$780.00	Analytical Fees
4/6/22	90116255	\$1,500.00	Analytical Fees
5/10/22	90117919	\$1,980.00	Analytical Fees
6/7/22	90118952	\$960.00	Analytical Fees
8/3/22	90120952	\$1,260.00	Analytical Fees
9/8/22	90122126	\$1,560.00	Analytical Fees
3/13/23	90129081	\$960.00	Analytical Fees
5/15/23	90131442	\$900.00	Analytical Fees
8/8/23	90134662	\$1,560.00	Analytical Fees
9/11/23	90135691	\$1,140.00	Analytical Fees
10/12/23	90136874	\$1,080.00	Analytical Fees
11/7/23	90137907	\$720.00	Analytical Fees
12/8/23	90139181	\$1,500.00	Analytical Fees
1/3/24	90139532	\$1,560.00	Analytical Fees
2/6/24	90141287	\$2,400.00	Analytical Fees
3/8/24	90142532	\$3,060.00	Analytical Fees
4/4/24	90143599	\$2,100.00	Analytical Fees
Totals	25 Invoices	\$31,380.00	

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

**WHEREAS**, the best interest of the City of Jackson would be served by payment of the invoices because payment would ensure that future goods and services can be procured.

**IT IS, THEREFORE, ORDERED** that the following invoices of Mississippi Forensic Laboratory (DPS Crime Lab) are approved to be paid in the amount of \$31,380.00.

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

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

\* \* \* \* \*

**ORDER AUTHORIZING THE MAYOR TO AMEND AN ORDER FORM BETWEEN THE JACKSON POLICE DEPARTMENT AND POWERDMS DIGITAL MANAGEMENT SOFTWARE FOR A RENEWAL SUBSCRIPTION TERM OF TWELVE (12) MONTHS.**

**WHEREAS**, the City of Jackson Police Department uses its General Orders as the rules and regulations to govern its employees and conducts training on said General Orders; and

**WHEREAS**, PowerDMS provides digital management software for policy and compliance management platforms. Also, it provides a training solution to create, track and, deliver training content online; and

**WHEREAS**, PowerDMS will provide this software fo the Jackson Police Department for a subscription term of twelve (12) months for a sum of\$4,304.31, which started December 20, 2023 and ends on December 29, 2024; and

**WHEREAS**, PowerDMS will provide a PowerPolicy Professional Subscription, PowerTraining, PowerStandards for MSLEAC and an MSLEAC Manual; and

**WHEREAS**, the Jackson Police Department has sufficient funding to pay the said subscription term in their general fund; and

**WHEREAS**, the City of Jackson Police Department has budgeted for the cost of these services in its General Fund.

**IT IS HEREBY ORDERED** that the City of Jackson is authorized to execute an order form and pay PowerDMS \$4,304.31 for a renewal subscription term of twelve months, which started December 20, 2023 and ends on December 29, 2024.

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

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

Nays – None.

Abstention – Stokes.

Absent – None.

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**ORDER APPROVING PAYMENT FOR PAST PROFESSIONAL SERVICES PERFORMED BY THE MISSISSIPPI STATE FIRE ACADEMY FOR THE JACKSON FIRE DEPARTMENT AND ITS FIREFIGHTERS.**

**WHEREAS**, the Mississippi State Fire Academy (Fire Academy) performs various required professional services for the Jackson Fire Department and its Firefighters including, training, certifications, fit testing, agility testing, etc. and

**WHEREAS**, the Jackson Fire Department has received several invoices from the Fire Academy covering various professional services performed for the Jackson Fire Department, said invoices are numbered as follows: invoice # 31485, invoice # 31447, invoice # 31497, invoice # 31575, invoice # 31636, invoice # 31482, invoice # 31456, invoice # 31417, and invoice # 31366; and

**WHEREAS**, the total cost for the above invoices is Two Thousand Eight Hundred and Forty-Five Dollars (\$2,845.00); and

**WHEREAS**, it is in the best interests of the City that prompt payment be made to the Fire Academy pursuant to the above invoices in the total amount of Two Thousand Eight Hundred and Forty-Five Dollars (\$2,845.00) for the various required professional services it performed for the Jackson Fire Department and its Firefighters; and

**IT IS THEREBY ORDERED** that the previous professional services performed by the Fire Academy is ratified and that prompt payment shall be made to the Fire Academy pursuant to its invoices discussed above for the total amount of Two Thousand Eight Hundred and Forty-Five Dollars (\$2,845.00) from account number: 001.441.20-6419; and

**IT IS FURTHER ORDERED** that prompt payment shall be made from account number: 001.441.20-6419 for each of the below invoices in the amount indicated; and

- Invoice 31485 - \$200.00
- Invoice 31447 - \$200.00
- Invoice 31497 - \$120.00
- Invoice 31575 - \$600.00
- Invoice 31636 - \$370.00
- Invoice 31482 - \$160.00
- Invoice 31456 - \$20.00
- Invoice 31417 - \$175.00
- Invoice 31366 - \$1,000.00
- **Total = \$2,845.00**

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

**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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**ORDER APPROVING THE PAYMENT OF THE SUM OF \$120.74 TO AXIM GEOSPATIAL, LLC FOR ADDITIONAL PROFESSIONAL SERVICES PROVIDED TO SUPPORT THE UPGRADING OF THE CITY OF JACKSON'S 311 ACTION LINE SOFTWARE CITYWORKS.**

**WHEREAS**, on October 11, 2022, the governing authorities for the City of Jackson authorized the Mayor to execute an agreement with Axim Geospatial, LLC to provide professional services supporting the upgrading of the Cityworks software, which included a GIS Support Block at a cost not to exceed \$67,500.00; and

**WHEREAS**, the October 11, 2022 action of the governing authorities which authorized the contract is recorded in Minute Book 6W at pages 36-38; and

**WHEREAS**, the October 11, 2022 minutes of the governing authorities specified the hourly rate of compensation to be paid for staff within the Solutions Architect Category as \$241.48 per hour; and

**WHEREAS**, Axim Geospatial, LLC submitted an invoice for additional services performed by staff within the Solutions Architect Category; and

**WHEREAS**, Invoice Number 13714 dated March 12, 2024 was submitted by Axim Geospatial, LLC for additional services performed by staff within the Solutions Architect Category; and

**WHEREAS**, one-half hour of service was invoiced in the amount of \$120.74; and

**WHEREAS**, personnel within the Department of Information Technology have confirmed that the work was performed satisfactorily.

**IT IS HEREBY ORDERED** that the sum of \$120.74 may be paid to Axim Geospatial LLC for the additional work performed.

**IT IS HEREBY ORDERED** that the contents of this order shall not be construed as authorizing the procurement of additional services and the payment of additional monies to Axim Geospatial LLC other than the \$120.74.

**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, Lindsay and Stokes.

Nays – None.

Absent – None.

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**ORDER AUTHORIZING THE MAYOR TO PROCURE TWO (2) MICROSOFT PROJECT SOFTWARE LICENSES AND EXECUTE THE QUOTE DOCUMENT FURNISHED BY METRIX SOLUTIONS AT AN ANNUAL SUBSCRIPTION COST OF \$1,320.00.**

**WHEREAS**, Section 31-7-13 of the Mississippi Code authorizes governing authorities to purchase goods which do not involve an expenditure of more than \$5,000.00 without advertising or requesting competitive bids; and

**WHEREAS**, the Department of Information Technology has determined that software known as Microsoft Project would be beneficial to the Department because it will aid in project scheduling, resource management, budgeting, and other functions of the Department; and

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**WHEREAS**, Metrix Solutions located at 190 East Capitol Street, Ste 175, Jackson, Mississippi is a Partner or company authorized to distribute Microsoft Products and submitted Quote # 063171 for Microsoft Projects Software to the Director of the Department of Information Technology indicating that two (2) software licenses can be provided at an annual cost of \$660.00 per licensed user for a total of \$1 ,320.00; and

**WHEREAS**, the following general terms apply to Microsoft Products when an order is accepted:

- (a) The Customer is granted a nonexclusive and limited license to use the products ordered as provided in the applicable Use Rights and the agreement;
- ( b) The license is granted on a subscription basis and expires at the end of the applicable subscription period unless renewed;
- ( c) For subscriptions, the Use Rights in effect at the start of each subscription period will apply. Customers with subscriptions for software may use new versions released during the subscription period subject to the Use Rights in effect when the versions are released. Microsoft may update the Use Rights periodically, but materially adverse changes for a particular version will not apply during the applicable license, subscription billing period;
- ( d) Customer will control access to and use of the product by End Users and is responsible for any use of the products that does not comply with the agreement.
- (e) Products are protected by copyright and other intellectual property laws and international treaties. Rights to access or use a product on a device will not give the Customer the right to implement patents or other intellectual property on the device itself or in any other software or devices.
- (f) Customer is prohibited from: (1) reverse engineering, decompiling, or disassembling any product or attempting to do so; (2) installing or using non Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to other license terms; (3) working around technical limitations in a product or restrictions in product documentation; (4) upgrading or downgrading parts of a product at different times; (5) distributing, sublicensing, renting, leasing or lending any products, in whole or in part, or using them to offer hosting services to a third party.
- (g) Microsoft may verify Customer's compliance with the agreement at any time upon 30- day notice;
- (h) Customer consents to the processing of personal data by Microsoft and its affiliates and their respective agents and subcontractors as provided in the agreement. Before providing personal data to Microsoft, customer will obtain all required consents from third parties.
- (i) Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.
- (j) The Confidentiality obligation applies until it is deleted from Online Services; and for all other Confidential Information, for a period of five years after a party receives the Confidential Information.
- (k) Microsoft will defend a Customer against any third-party claim to the extent it alleges that a Product made available by Microsoft for a fee and used within the

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scope of the license granted under the Agreement misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Microsoft is unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the product with a functional equivalent or terminate Customer's license and refund any license fees including amounts paid in advance for unused consumption for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a product after notified to stop due to a third-party claim.

(l) If Customer orders from a Partner, the Partner will set Customer's pricing and Payment terms for the order, and Customer will pay the amount due to the Partner. Pricing and payment terms related to orders placed by Customer directly with Microsoft are set by Microsoft, and Customer will pay the amount due as described in the agreement by providing Microsoft with account information and consenting to Microsoft's use of account information regarding the payment method.

(m ) The agreement is effective until terminated by a party. Termination without cause may occur on the provision of 60- day notice. Termination without cause will not affect licenses granted on a subscription basis and will continue for the duration of the subscription period subject to the terms of the Agreement. Termination for cause may occur upon the provision of 30 -day notice for material breach if the other party fails to cure the breach within the 30- day period. Upon termination for cause, the license will terminate immediately. All amounts due under any unpaid invoice shall become due and payable immediately. If Microsoft is in breach, Customer will receive a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

( n) The Customer is free to enter into agreements to license, use, and promote the products and services of others;

(o) No third- party beneficiaries are created by the agreement.

**WHEREAS**, the general terms contained language indicating that the agreement would be governed by and construed in accordance with the State of Washington and federal laws of the United States; and

**WHEREAS**, the City of Jackson does not agree to be bound by the laws of the State of Washington but does agree to be bound by federal law, if applicable; and

**WHEREAS**, the general terms included language concerning venues for bringing action in locations other than the City of Jackson, Mississippi; and

**WHEREAS**, the City of Jackson rejects any part of the agreement which would require it to appear in a jurisdiction other than the State of Mississippi, preferably, in Jackson Mississippi.

**IT IS HEREBY ORDERED** that two Microsoft Project software licenses may be procured from Metrix Solutions, an authorized distributor of Microsoft Products.

**IT IS HEREBY ORDERED** that the sum of \$1,320.00 annually may be paid for the Microsoft Project licenses.

**IT IS HEREBY ORDERED** that the Microsoft Project licenses may be renewed annually without further order of the governing authorities provided the cost of the licenses remain at \$1,320.00,

**IT IS HEREBY ORDERED** that the general terms of the Microsoft agreement are accepted save for those which have been specifically rejected above regarding governing law and venue.

Council Member Hartley moved adoption; Council Member Lindsay seconded.

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

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**ORDER AMENDING PREVIOUSLY APPROVED ORDER TO CORRECT THE MONTHLY PAYMENT AMOUNT FOR THE LEASE OF FIFTY GOLF CARTS FROM YAMAHA MOTOR FINANCE CORPORATION, USA, SAID MONTHLY PAYMENTS SHOULD TOTAL THREE THOUSAND FOUR HUNDRED EIGHTY-THREE DOLLARS AND FIFTY CENTS (\$3,483.50) AND GIVING THE MAYOR AUTHORITY TO EXECUTE AN AMENDED EQUIPMENT SCHEDULE REFLECTING THE ABOVE CHANGES.**

**WHEREAS**, on March 26, 2024, the Jackson City Council approved an Order “Ratifying Previously Executed Amendment to Yamaha Motor Finance Corporation’s Equipment Schedule Number 217979 and Amending Previous Order that was Approved by the City Council on December 6, 2022, to Reduce the Number of Leased Golf Carts by Fifteen thereby Lowering the Current Monthly Payment from Four Thousand Five Hundred Twenty-Eight Dollars and Fifty-Five Cents (\$4,528.55) to Three Thousand One Hundred Thirty-Three Dollars and Fifty Cents (3,133.50)” (Previous Order); and

**WHEREAS**, the Previous Order contained a clerical error whereby two numbers were transposed resulting in an incorrect monthly payment amount; and

**WHEREAS**, the calculation for the new monthly payment amount is as follows:  $(\$4,528.55 / 65 \text{ carts}) \times (50 \text{ carts}) = \$3,483.50$ ; and

**WHEREAS**, the calculation listed above shows the original monthly payment amount of \$4,528.55 divided by the original order of 65 golf carts which gives a total per golf cart of \$69.67, then that amount is multiplied by 50 golf carts (the number of golf carts we have now after having returned the fifteen unneeded golf carts) giving the new monthly total of \$3,483.50; and

**WHEREAS**, Yamaha Motor Finance Corporation has provided the Parks and Recreation Department an Amended Equipment Schedule (Schedule # 217979) that reflects the change in the monthly payment amount; and

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

**WHEREAS**, it is in the best interests of the City of Jackson that the Previous Order be amended to show a new monthly payment amount for the lease of fifty (50) golf carts totaling Three Thousand Four Hundred and Eighty-Three Dollars and Fifty Cents (\$3,483.50); and

**WHEREAS**, it is in the best interests of the City of Jackson that the Mayor be authorized to execute Yamaha Motor Finance Corporation’s Amended Equipment Schedule (Schedule # 217979) that reflects the above monthly payment.

**IT IS THEREBY ORDERED** that the Previous Order is amended to show the correct monthly payment amount for the lease of fifty (50) golf carts from Yamaha Motor Finance Corporation totaling Three Thousand Four Hundred and Eighty-Three Dollars and Fifty Cents (\$3,483.50).

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute Yamaha Motor Finance Corporation’s Amended Equipment Schedule (Schedule # 217979) that reflects the above monthly payment.

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

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

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

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

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

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**ORDER AUTHORIZING RATIFICATION OF PAST PROFESSIONAL SERVICES AND APPROVING PAYMENT TO FISHER FIRE EXTINGUISHER SERVICE FOR PROVIDING REQUIRED YEARLY FIRE EXTINGUISHER INSPECTION SERVICES FOR CITY COMMUNITY CENTERS.**

**WHEREAS**, the Parks and Recreation Department oversees four (4) community centers located in the City: Grove Park, Vergy P. Middleton, Jayne Avenue, and Battlefield Park. Said community centers have fire extinguishers that require a yearly inspection; and

**WHEREAS**, Fisher Fire Extinguisher Service (Fisher) provides fire extinguisher inspection services. Fisher inspected nine (9) fire extinguishers located in these community centers. Fisher submitted an invoice for its inspection services totaling Fifty Dollars (\$50.00); and

**WHEREAS**, Fisher’s fire extinguisher inspection service was verified by Programming Manager Lisa Wilson; and

**WHEREAS**, it is in the best interests of the city that Fisher’s inspection services be ratified, and that Fisher’s invoice be promptly paid.

**IT IS, THEREFORE, ORDERED** that Fisher’s fire extinguisher inspection services are ratified and that payment in the amount of Fifty Dollars (\$50.00) shall be made to Fisher from account no. 005-501.60-6419.

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

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**President Banks** recognized **Willie Owens, Chief of 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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**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE GROVE PARK JUNIOR GOLF CLINIC, INC. FOR THE USE OF THE CITY-OWNED PETE BROWN GOLF FACILITY LOCATED AT 3200 WOODROW WILSON DRIVE.**

**WHEREAS**, Section 21-17-5(1) of the Mississippi Code of 1972 as amended states that the governing authorities of every municipality of the state shall have the care, management, and control of the municipal affairs and its property and finances; and,

**WHEREAS**, an opinion issued by the Mississippi Attorney General to Lawrence E. Hahn on June 11, 2010, stated that a municipality may authorize the use of municipal facilities or municipal property so long as a uniform use policy is in existence for such use, and provided that



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said use policy passes constitutional muster and is applied consistently to all individuals or groups using the municipal facilities or property; and,

**WHEREAS**, the City of Jackson owns and operates a public golf facility known as the “Pete Brown Golf Facility”; and,

**WHEREAS**, the City of Jackson has a policy whereby it does not charge admission to youths under the age of seventeen (17) for use of the “Pete Brown Golf Facility”; and,

**WHEREAS**, Grove Park Junior Golf Clinic, Inc., (“Grove Park”) is a non-profit corporation created on July 26, 2006, and is in good standing according to information appearing on the Mississippi Secretary of State’s website; and,

**WHEREAS**, Grove Park is comprised of members under the age of seventeen (17) who are interested in or who are participating in its golf clinic programs; and,

**WHEREAS**, Grove Park approached the Department of Parks and Recreation concerning the feasibility of utilizing the putting greens and driving range of the “Pete Brown Golf Facility” on Monday through Friday from 8:00 a.m. to 11:30 a.m.; and,

**WHEREAS**, The Director of the Department of Parks and Recreation has evaluated Grove Park’s request and has determined that preference for use of the putting greens and driving range, on the days and times listed above, will not substantially impact the use of the “Pete Brown Golf Facility” by fee paying patrons; and,

**WHEREAS**, Grove Park will release, indemnify, and hold the City, its officers, agents, and employees harmless from any claims for bodily injury or property damage arising out of their use of the “Pete Brown Golf Facility”; and,

**WHEREAS**, Grove Park will indemnify the City against all damages, liabilities, expenses, and losses arising out of its use of the “Pete Brown Golf Facility”; and,

**WHEREAS**, Grove Park will provide the City of Jackson with a Certificate of Liability Insurance naming the City of Jackson as a co-insured with combined limits of not less than one million dollars (\$1,000,000) for bodily injury and property damage; and,

**WHEREAS**, Grove Park’s use of the “Pete Brown Golf Facility” will be non-exclusive and for a limited period of time commencing June 03, 2024, and ending on July 12, 2024; and,

**WHEREAS**, Grove Park will not be required to pay fees for use of the “Pete Brown Golf Facility” on Monday through Friday from 8:00 a.m. to 11:30 a.m. consistent with the municipal policy that does not charge fees to youths under the age of seventeen (17); and,

**WHEREAS**, the best interests of the City of Jackson would be served by allowing Grove Park’s use of the “Pete Brown Golf Facility” as described above because the use promotes the facility to the public, promotes youths’ engagement in healthy outdoor physical activities, promotes teamwork and camaraderie, and encourages patronage of the facility by the adults who are responsible for supervising the youths’ activities.

**IT IS, THEREFORE, ORDERED**, that the Mayor shall be authorized to execute an Agreement with Grove Park for the use of the “Pete Brown Golf Facility” putting greens and driving range on Monday through Friday between the hours of 8:00 a.m. to 11:30 a.m. for a limited period commencing on June 03, 2024, and ending on July 12, 2024.

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

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

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

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

Nays – None.

Absent – None.

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**ORDER REQUESTING APPROVAL OF FUTURE PROFESSIONAL SERVICES FROM AND PAYMENTS TO PEOPLE’S PLACE ENTERPRISE LLC FOR TREE, LIMB, AND RELATED DEBRIS REMOVAL AND/OR STUMP GRINDING FOR THE PARKS AND RECREATION DEPARTMENT.**

**WHEREAS**, the Parks and Recreation Department oversees fifty-seven (57) city-owned parks throughout Jackson, Mississippi; and

**WHEREAS**, the Parks and Recreation Department also oversees four (4) city-owned community centers, five (5) city-owned gymnasiums, and two (2) city-owned golf facilities; and

**WHEREAS**, each of the city-owned facilities overseen by the Parks and Recreation Department has numerous trees on the premises that, in the event of extreme weather or for other various reasons, may cause hazardous conditions for the youth, citizens, and visitors of the City of Jackson; and

**WHEREAS**, tree, tree limb, and debris cleanup and removal require immediate action due to the risks, dangers, and liabilities involved with delaying such actions; and

**WHEREAS**, People’s Place Enterprise LLC is an active vendor (vendor number 401078) with the City of Jackson; and

**WHEREAS**, People’s Place Enterprise is a limited liability company, currently in Good Standing with the Mississippi Secretary of the State, created pursuant to the Laws of the State of Mississippi on September 25, 2017; and

**WHEREAS**, People’s Place Enterprise has a ONE MILLION DOLLAR (\$1,000,000.00) Commercial General Liability Insurance Policy, naming the City of Jackson as a certificate holder (additional insured); and

**WHEREAS**, in years past, the City primarily used various vendors for tree, tree limb, and debris removal services, however proceeding in that manner introduced several delays in obtaining and paying for the services, which, in turn, created scenarios where fallen trees and tree limbs remained in place for extended periods of time thereby endangering citizens and subjecting the City to liability; and

**WHEREAS**, People’s Place Enterprise has specialized tools and equipment and sufficient personnel to provide the above-described professional services as well as a fast response time; and

**WHEREAS**, the Parks and Recreation Department desires to obtain preapproval to receive People’s Place Enterprise’s professional tree removal services along with the approval to make payments for said services to allow for the quick removal of fallen trees, limbs, and debris, thereby reducing potential harm to citizens, and reducing the City’s liability for such fallen trees and limbs; and

**WHEREAS**, People’s Place Enterprise submitted a quote that estimates a charge of approximately EIGHT HUNDRED to TWELVE HUNDRED DOLLARS (\$800.00 - \$1,200.00) for the removal and hauling away of small trees; and

**WHEREAS**, People’s Place Enterprise submitted a quote that estimates a charge of approximately NINETEEN HUNDRED to TWENTY-FIVE HUNDRED DOLLARS (\$1,900 - \$2,500.00) for the removal and hauling away of large trees; and

**WHEREAS**, People’s Place Enterprise submitted a quote that estimates a charge of approximately TWO HUNDRED AND TWENTY-FIVE to FIVE HUNDRED AND FIFTY DOLLARS (\$225.00 - \$550.00) for stump grinding; and

**WHEREAS**, the above quotes include the removal and disposal of all debris associated with the tree removal services; and

**WHEREAS**, the Parks and Recreation Department estimates that the above-described tree and debris removal professional services will cost TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); and

**WHEREAS**, People’s Place Enterprise has agreed to provide detailed invoices whenever its tree removal services are utilized and any other necessary documentation; and

**WHEREAS**, it is in the best interests of the City of Jackson to have a tree and debris removal professional services agreement in place for the rapid removal and cleanup of fallen trees, tree limbs, and related debris in order to provide safe parks and recreational facilities for the youth and citizens of Jackson and to reduce the City’s potential liability.

**IT IS HEREBY ORDERED** that the quotes submitted by People’s Place Enterprise for the above-described tree removal services is approved in an amount not to exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00).

**IT IS FURTHER ORDERED** that People’s Place Enterprise shall submit detailed invoices and any other required documentation to the City any time said professional tree removal services are utilized.

**IT IS FURTHER ORDERED** that People’s Place Enterprise shall not engage in its tree removal services until contacted by the Parks and Recreation Department and a decision is made as to how many large and/or small trees there are to be removed and the number of stumps that will require grinding.

**IT IS FURTHER ORDERED** that the Parks and Recreation Department will follow-up after said tree removal services are completed to verify the correct number of large and/or small trees were removed, to verify the number of stumps that were grinded, and to verify that all related tree debris has been properly hauled away.

**IT IS FURTHER ORDERED** that all future payments for said professional services be made to Rodderick Stutts D/B/A People’s Place Enterprise (vendor no. 401748) from the “Other Professional Services” Category of the Parks and Recreation Budget.

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

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

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**President Banks** recognized **Abram Muhammad, Director of Parks and Recreation** and **Mayor Chokwe Antar Lumumba**, 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 Item No. 39 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CITY COLLECTIVE US, LLC FOR MASTER PLANNING SERVICES FOR EUBANKS CREEK.**

**WHEREAS**, the residents of the City of Jackson residing near Eubanks Creek have experienced flash flooding issues that appear to arise from inadequate creek capacity; and

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**WHEREAS**, the City of Jackson Department of Public Works desires to retain a firm to provide Master Plan for the Eubanks Creek watershed to alleviate flash flooding issues; and

**WHEREAS**, the City of Jackson has funding remaining from \$500,000.00 grant from the State of Mississippi to address drainage issue along Eubanks Creek; and

**WHEREAS**, the Fondren Renaissance Foundation has recommended the planning and design firm of City Collective US, LLC, whose office 817 West Peachtree Street NW, Suite 200, Atlanta, Georgia 30308, to provide necessary planning and design services for the project; and

**WHEREAS**, City Collective US, LLC will create a master plan and design that 1) crafts an ambitious, yet implementable vision for Eubanks Creek and the immediate surrounding parcels, 2) outlines a step-by-step roadmap for incremental implementation, and 3) clearly identifies discrete infrastructure and public work projects to attract and align funding over time; and

**WHEREAS**, the scope and various task included in the proposed agreement are as follows:

**BASIC SCOPE OF SERVICES.** The Design Team will prepare the Basic Scope of Services over eight key tasks:

**Task 0 – Project Mobilization.** The Design Team will work with the Client to 1) establish a Stakeholder Steering Committee which is to meet periodically, 2) identify and place key meetings and milestones on calendars, and 3) outline on points-on-contact and overall project communication.

**Task 1 – Mission & Goals.** The Design Team will collect, analyze, and summarize our understanding of the project’s mission, goals, and requirements. We will review previous planning documents and new and proposed projects in the area. We will facilitate a working session with the Client to review and receive feedback. The Design Team will also conduct an in-person, all-day site visit.

**Task 2 – Challenges & Opportunities.** The Design Team will collect and summarize the opportunities and challenges for the site and program. We will facilitate a working session with the Client to review and receive feedback.

**Task 3 – Case Studies.** The Design Team will summarize case studies that deploy strategies that overcome similar challenges and/or build on similar opportunities as identified in Task 2. Where relevant, we will utilize case studies with similar market conditions. We will facilitate a working session with the Client to review and receive feedback on the following: reference images, diagrams, and aerial site images.

**Task 4 – Vision & Experience.** The Design Team will prepare a spectrum of big ideas and facilitate a working session with the Client to review and receive feedback on the following: site diagrams and reference images.

**Task 5 – Prototyping & Optioneering.** The Design Team will prepare three high-level master plan framework options and facilitate a working session with the Client to review and receive feedback on the following: sketch site plan, draft phasing plan, draft yield summary, and draft reference images and character sketches.

**Task 6 – Design Reconciliation.** The Design Team will prepare a draft concept master plan and facilitate a working session with the Client to review and receive feedback on the following:

- draft (x1) diagrammatic plan of all of Eubanks Creek (from Lake Hico to Pearl River)
- draft (x1) illustrative site plan of the Eubanks Creek Focus Area (from N State St to Old Canton Rd)
- draft (x4) eye level illustrations
- draft (x1) bird-eye/aerial illustration
- draft (x1) phasing diagram
- draft vision booklet, illustrating the vision and the impact.

**Task 7 – Design Documentation.** The Design Team will prepare the final concept master plan and facilitate one final page-turn style work session with the Client and the development for final feedback on the following:

- (x1) diagrammatic plan of all of Eubanks Creek (from Lake Hico to Pearl River)
- (x1) illustrative site plan of the Eubanks Creek Focus Area (from N State St to Old Canton Rd)
- (x4) eye level illustrations
- (x1) bird-eye/aerial illustration
- (x1) phasing diagram
- vision booklet, illustrating the vision and the impact;

and

**WHEREAS,** City Collective US, LLC proposes to perform the work on the following schedule:

**SCHEDULE.** The Design Team will prepare the Scope of Services over 35 (thirty-five) weeks, as follows:

<u>Task</u>	<u>Name</u>	<u>Duration</u>	<u>Timing</u>
Task 0	Project Mobilization	1 week	July 1 – July 15
Task 1	Mission & Goals	1 week	July 1 – July 15
Task 2	Opportunities & Challenges	2 weeks	July 15 – July 29
Task 3	Case Studies	2 weeks	July 15 – July 29
Task 4	Vision & Experience	2 weeks	July 29 – Aug 12
Task 5	Optioneering & Prototyping	2 weeks	Aug 12 – Aug 26
Task 6	Design Reconciliation	2 weeks	Aug 26 – Sept 9
Task 7	Design Documentation	6 weeks	Sept 9 – Oct 14
	Final Presentation	18 weeks	Oct 14, 2024

**WHEREAS,** the fee for the proposed Basic Scope of Services is a lump sum fee of \$160,000.00, with services being billed in accordance with the percentage of work complete and payable consistent with Mississippi law; and

**WHEREAS,** the basis for the scope of services and the associated cost is based on the following deliverables and meetings:

1. Four hand-watercolored eye-level renderings;
2. One hand-watercolored aerial rendering;
3. Virtual meetings at the City at the end of each task within the scope of work, nine (9) total of 1.5 hours each; and
4. Four case studies; and

**WHEREAS,** the hourly rates for additional services, which are subject to change six (6) months from date of issuance, are as follows:

- Managing Director \$375
- Discipline Leader \$275
- Team Leader \$230
- Senior Staff \$185
- Staff \$140
- Administration \$100

And for outside professional consulting services 1.25 times the billed cost to City Collective US, LLC; and

**WHEREAS,** reimbursable expenses are not included in the lump sum fee and will be charged a 1.1 times the amount expended by City Collective; and

**WHEREAS,** the following additional services will be billed as follows, if such additional services are requested by the City:

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1. Additional Renderings: The Design Team has found concept master plans typically require a minimum number eye-level renderings and aerial renderings to capture the project's design intent (which is included in the Scope of Services noted in Exhibit C). Some Clients, however, would like to opt into additional renderings as their vision unfolds. This can be provided at an additional fee of \$5,000 per rendering, and depending on when this additional service is requested, may add up to 4 additional weeks to prepare.

2. Fly-Through Animation: An animation can be provided to virtually fly-through your concept master plan. These are between 30 seconds to 1 minute long and have complementary music with some minor text and labels explaining views and design intent. This can be provided at an additional fee of \$20,000 with 4 additional weeks to prepare if opted in by the Client and Design Team at or before execution of this agreement, or \$40,000 with 8 additional weeks to prepare if opted in by the Client and Design Team after execution of this agreement.

3. Concept Master Plan Video: A video can be provided that tells the entire story of your concept master plan. These are typically 2-3 minutes long and includes animation fly-through, animated diagrams, animated master plan, animated phasing diagrams, animated 3D images, and interwoven video clips of real-life similar places. This can be provided at an additional fee of \$40,000 with 6 additional weeks to prepare if opted in by the Client and Design Team at or before execution of this Proposal, or \$70,000 with 10 additional weeks to prepare if opted in by the Client and Design Team after execution of this Proposal.

4. Additional Workshops: The Design Team has found concept master plans typically require engagement with the Client and the end of every task with an in-person workshop, which is included in the Scope of Services. Some Client's, however, find it beneficial to have additional workshops. This can be provided at an additional fee of \$3,000 for in-person workshops and \$1,500 for virtual workshops; and

**WHEREAS**, the agreement may be terminated or suspended as follows:

Either party at any time with or without cause may terminate this Proposal by written notice to the other. Termination shall be effective seven (7) days after the date the notice is received. Upon effective termination, all services provided, and expenses incurred up to and including the date of termination shall be immediately reimbursable, due, and payable to City Collective.

The Client may suspend services at any time by written notice. Suspension shall be effective immediately. In the event of a suspension of services, City Collective shall have no liability for any damages to Client incurred because of such suspension. If the Client suspends the Project, City Collective shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, City Collective shall be compensated for expenses incurred in the interruption and resumption of City Collective's services. City Collective's fees for the remaining services and the time schedules shall be equitably adjusted. If the Client suspends the Project greater than 60 days, City Collective has the right to renegotiate the terms set forth herein.

Termination or suspension of services by City Collective shall in no way relieve Client of its obligation to compensate City Collective for services provided and expenses incurred up to and including the date of termination or suspension.

Any failure of the Client to remit due and unpaid invoices to City Collective under this Agreement shall be cause for City Collective, at its sole discretion, to stop work and withhold Instruments of Services until all due and unpaid invoices, including accrued interest, are received. City Collective shall have no liability for any damages to Client incurred because of such stop of work.

Any failure of the Client to remit due and unpaid invoices to City Collective under this Agreement shall be cause for termination. Written notice shall be issued to the Client seven (7) days prior to any termination of services.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a Professional Services Agreement with City Collective, LLC to provide master planning services for Eubanks Creek, consistent with the terms set forth above, in an amount not to exceed \$160,000.00.

Council Member Lindsay moved adoption; Vice President Lee seconded.

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President Banks recognized Chokwe Antar Lumumba, Mayor, 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, Lee, Lindsay.
- Nays – None.
- Abstention – Hartley and Stokes.
- Absent – None.

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**ORDER REQUESTING APPROVAL AND PAYMENT FOR PROFESSIONAL TRANSPORTATION SERVICES PROVIDED BY DURHAM SCHOOL SERVICES LP FOR THE PARKS AND RECREATION DEPARTMENT’S YOUTH SUMMER PROGRAM.**

**WHEREAS**, Durham School Services LP is a current vendor (vendor number 73357) with the City of Jackson and has previously provided bus transportation services for the City of Jackson Parks and Recreation Department’s Summer Youth Program; and

**WHEREAS**, Durham School Services provided a quote to the Parks and Recreation Department to provide transportation services for staff and youth participants in the Summer Youth Program to attend (4) field trips; and

**WHEREAS**, Durham School Services is a limited partnership, currently in good standing with the Mississippi Secretary of State, formed on December 23, 2002; and

**WHEREAS**, Durham School Services’ quote for the above-described transportation services totals Three Thousand Two Hundred and Thirty Dollars (\$3,230.00), with each event being billed at Ninety-Five Dollars (\$95.00) per hour; and

**WHEREAS**, it is in the best interests of the City of Jackson that these transportation services be approved, and prompt payment made to Durham School Services so that youth attending the City’s Summer Youth Program may attend various field trips; therefore

**IT IS HEREBY ORDERED** that Durham School Services’ above-described transportation services quote is approved and that prompt payment shall be made for said services.

**IT IS FURTHER ORDERED** that payment in the amount of Three Thousand Two Hundred and Thirty Dollars (\$3,230.00) be made to Durham School Services from account number 005-501.60-6419.

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

Council Member Grizzell moved adoption; Vice President Lee seconded.

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

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

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

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**ORDER ACCEPTING THE DONATION OF A FIREWORKS DISPLAY FROM DOWNTOWN PARTNERS, LLC AND APPROVAL OF FUTURE PROFESSIONAL SERVICES AND PAYMENTS TO ARTISAN, PYROTECHNICS INC., DJ WALTER HURST, SNAPHAPPY FACE PAINTING, AND XTREME JUMPERS LLC FOR THE JUNETEENTH FESTIVAL BEING HELD ON TUESDAY, JUNE 18, 2024, AT THE JACKSON CONVENTION COMPLEX.**

**WHEREAS**, the City of Jackson Parks and Recreation Department annually hosts a family-friendly Juneteenth Festival; said Festival will be hosted at the Jackson Convention Center located at 105 East Pascagoula Street on Tuesday, June 18, 2024; and

**WHEREAS**, Downtown Partners, LLC (Downtown Partners) wishes to donate a fireworks display from Artisan Pyrotechnics, Inc (Artisan) to the City for the Juneteenth Festival with no expectation of future favorable treatment from the City and with no intention of influencing or attempting to influence any future City action(s); Downtown Partners donation of the fireworks display arises from its desire to support the City and the Department of Parks and Recreation in their efforts to observe Juneteenth; and

**WHEREAS**, Downtown Partners is a Mississippi limited liability company created April 13, 1995, and is currently in good standing with the Mississippi Secretary of State's Office; and

**WHEREAS**, the Department of Parks and Recreation wishes to accept Downtown Partners' donation of the fireworks display; and

**WHEREAS**, Artisan Pyrotechnics, Inc. (Artisan) is a Mississippi corporation created on December 1, 2004, and is currently in good standing with the Mississippi Secretary of State's Office; Artisan has provided fireworks displays for the City numerous times in the past; and

**WHEREAS**, Mississippi law permits the use of municipal equipment and/or employees to assist with the implementation of a true donation; and

**WHEREAS**, Downtown Partners' donation of the fireworks display is a true donation as it will primarily benefit the City and the City has a current need for the donation; and

**WHEREAS**, a municipality may accept a donation of real property, if it has made the requisite factual findings and as documented its formal acceptance in its minutes; however, a municipality may not accept a donation when the donation conflicts in some manner with public policy, results in an economic detriment to the municipality, or results in an unlawful donation by the municipality; and

**WHEREAS**, Downtown Partners' donation of the fireworks display does not conflict with public policy, does not result in an economic detriment to the City, and does not result in an unlawful donation by the City; and

**WHEREAS**, as part of the Downtown Partners' donation, the Parks and Recreation Department requests that the mayor be authorized to execute Artisan's professional services agreement as the fireworks display needs to be setup on City property; said agreement states that the City is not paying for the fireworks display; and

**WHEREAS**, Artisan, as part of its professional services agreement, agrees to provide the City with bodily injury and property damage insurance coverage of One Million Dollars (\$1,000,000.00) for the Juneteenth fireworks event and agrees to add the City as an additional insured; and

**WHEREAS**, Xtreme Jumpers, LLC provided a quote to provide space jumps that will be available for all youth attendees of the Juneteenth Festival totaling Two Hundred and Fifty Dollars (\$250.00); Xtreme Jumpers has provided space jumps/bouncy houses for City events in the past; and



**WHEREAS**, Xtreme Jumpers is a Mississippi Limited Liability Company created on December 30, 2021, and is currently in good standing with the Mississippi Secretary of State's Office; and

**WHEREAS**, DJ Walter Hurst provided the Parks and Recreation Department with a quote to provide professional DJ services and to provide a 360-degree Photobooth rental to entertain attendees of the Juneteenth Festival totaling Twelve Hundred Dollars (\$1,200.00), Six Hundred Dollars (\$600.00) for the DJ services and Six Hundred Dollars (\$600.00) for the 360-degree Photobooth rental; and

**WHEREAS**, DJ Walter Hurst operates as a Sole Proprietorship and understands that there is no legal distinction between himself and the business entity; and

**WHEREAS**, SnapHappy Face Painting provided the Parks and Recreation Department with a quote to provide professional face painting services that will be available to all Juneteenth Festival attendees totaling Five Hundred and Twenty-Five Dollars (\$525.00); and

**WHEREAS**, Tawny Johnson operates SnapHappy FacePainting as a Sole Proprietorship and understands that there is no legal distinction between herself and the business entity; and

**WHEREAS**, it is in the best interests of the City that it supports and hosts family-friendly events such as the Juneteenth Festival because such events bring the community together in celebration and help promote the City.

**IT IS, THEREFORE, ORDERED** that the City accepts Downtown Partners' donation of the fireworks display and that the Mayor is authorized to execute a professional service agreement with Artisan as discussed in this Order; the quote received from Xtreme Jumpers to provide space jumps for the Juneteenth Festival is approved; the quotes received from DJ Walter Hurst to provide professional DJ services and to provide the rental of a 360-degree Photobooth is approved; the quote received from SnapHappy FacePainting to provide professional face painting services is approved.

**IT IS FURTHER ORDERED** that payment in the amount of Twelve Hundred Dollars (\$1,200.00) be made to DJ Walter Hurst for professional DJ services and for the rental of a 360-degree Photo booth from account no. 005-501.10-6419.

**IT IS FURTHER ORDERED** that payment in the amount of Two Hundred and Fifty Dollars (\$250.00) be made to Xtreme Jumpers for the rental of space jumps from account no. 005-501.10- 6419.

**IT IS FURTHER ORDERED** that payment in the amount of Five Hundred and Twenty-Five Dollars (\$525.00) be made to Tawny E. Johnson D.B.A SnapHappy Face Painting for professional face painting services from account no. 005-501.10-6419.

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

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

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**President Banks** recognized **Council Member Stokes** who moved; seconded by **Council Member Grizzell**, to substitute said order with the recommended order provided by City Legal. The motion prevailed by the following votes:

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

Nays – None.

Absent – None.

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

**ORDER ACCEPTING THE DONATION OF A FIREWORKS DISPLAY FROM DOWNTOWN PARTNERS LLC AND APPROVAL OF FUTURE PROFESSIONAL SERVICES AND PAYMENTS TO ARTISAN PYROTECHNICS INC., DJ WALTER HURST, SNAPHAPPY FACE PAINTING, AND XTREME JUMPERS LLC FOR THE JUNETEENTH FESTIVAL BEING HELD ON TUESDAY, JUNE 18, 2024, AT THE JACKSON CONVENTION COMPLEX.**

**WHEREAS**, the City of Jackson Parks and Recreation Department annually hosts a family-friendly Juneteenth Festival; said Festival will be hosted at the Jackson Convention Center located at 105 East Pascagoula Street on Tuesday, June 18, 2024; and

**WHEREAS**, Downtown Partners, LLC (Downtown Partners) wishes to donate a fireworks display from Artisan Pyrotechnics, Inc. (Artisan) to the City for the Juneteenth Festival with no expectation of future favorable treatment from the City and with no intention of influencing or attempting to influence any future City action(s); Downtown Partners donation of the fireworks display arises from its desire to support the City and the Department of Parks and Recreation in their efforts to observe Juneteenth; and

**WHEREAS**, Downtown Partners is a Mississippi limited liability company created April 13, 1995, and is currently in good standing with the Mississippi Secretary of State's Office; and

**WHEREAS**, the Department of Parks and Recreation wishes to accept Downtown Partners' donation of the fireworks display; and

**WHEREAS**, Artisan Pyrotechnics, Inc. (Artisan) is a Mississippi corporation created on December 1, 2004, and is currently in good standing with the Mississippi Secretary of State's Office; Artisan has provided fireworks displays for the City numerous times in the past; and

**WHEREAS**, Mississippi law permits the use of municipal equipment and/or employees to assist with the implementation of a true donation; and

**WHEREAS**, Downtown Partners' donation of the fireworks display is a true donation as it will primarily benefit the City and the City has a current need for the donation; and

**WHEREAS**, a municipality may accept a donation of real property, if it has made the requisite factual findings and has documented its formal acceptance in its minutes; however, a municipality may not accept a donation when the donation conflicts in some manner with public policy, results in an economic detriment to the municipality, or results in an unlawful donation by the municipality; and

**WHEREAS**, Downtown Partners' donation of the fireworks display does not conflict with public policy, does not result in an economic detriment to the City, and does not result in an unlawful donation by the City; and

**WHEREAS**, as part of the Downtown Partners' donation, the Parks and Recreation Department requests that the mayor be authorized to execute Artisan's professional services agreement as the fireworks display needs to be setup on City property; said agreement states that the City is not paying for the fireworks display; and

**WHEREAS**, Artisan, as part of its professional services agreement, agrees to provide the City with bodily injury and property damage insurance coverage of One Million Dollars (\$1,000,000.00) for the Juneteenth fireworks event and agrees to add the City as an additional insured; and

**WHEREAS**, Xtreme Jumpers, LLC provided a quote to provide space jumps that will be available for all youth attendees of the Juneteenth Festival totaling Two Hundred and Fifty Dollars (\$250.00); Xtreme Jumpers has provided space jumps/bouncy houses for City events in the past; and

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**WHEREAS**, Xtreme Jumpers is a Mississippi Limited Liability Company created on December 30, 2021, and is currently in good standing with the Mississippi Secretary of State's Office; and

**WHEREAS**, DJ Walter Hurst provided the Parks and Recreation Department with a quote to provide professional DJ services and to provide a 360-degree Photobooth rental to entertain attendees of the Juneteenth Festival totaling Twelve Hundred Dollars (\$1,200.00), Six Hundred Dollars (\$600.00) for the DJ services and Six Hundred Dollars (\$600.00) for the 360-degree Photobooth rental; and

**WHEREAS**, DJ Walter Hurst operates as a Sole Proprietorship and understands that there is no legal distinction between himself and the business entity; and

**WHEREAS**, SnapHappy FacePainting provided the Parks and Recreation Department with a quote to provide professional face painting services that will be available to all Juneteenth Festival attendees totaling Five Hundred and Twenty-Five Dollars (\$525.00); and

**WHEREAS**, Tawny Johnson operates SnapHappy FacePainting as a Sole Proprietorship and understands that there is no legal distinction between herself and the business entity; and

**WHEREAS**, Thee Baby Tigers provided the Parks and Recreation Department with a quote to provide professional entertainment services at the Juneteenth Festival totaling Two Hundred Dollars (\$200.00); and

**WHEREAS**, Thee Baby Tigers is a non-profit corporation created pursuant to the laws of the State of Mississippi on November 13, 2019, and is currently in good standing with the Mississippi Secretary of State's Office; and

**WHEREAS**, it is in the best interests of the City that it supports and hosts family-friendly events such as the Juneteenth Festival because such events bring the community together in celebration and help promote the City.

**IT IS, THEREFORE, ORDERED** that the City accepts Downtown Partners' donation of the fireworks display and that the Mayor is authorized to execute a professional service agreement with Artisan as discussed in this Order; the quote received from Xtreme Jumpers to provide space jumps for the Juneteenth Festival is approved; the quotes received from DJ Walter Hurst to provide professional DJ services and to provide the rental of a 360-degree Photobooth is approved; the quote received from SnapHappy FacePainting to provide professional face painting services is approved; and the quote received from Thee Baby Tigers for professional entertainment services is approved.

**IT IS FURTHER ORDERED** that payment in the amount of Twelve Hundred Dollars (\$1,200.00) be made to DJ Walter Hurst for professional DJ services and for the rental of a 360-degree Photobooth from account no. 005-501.10-6419.

**IT IS FURTHER ORDERED** that payment in the amount of Two Hundred and Fifty Dollars (\$250.00) be made to Xtreme Jumpers for the rental of space jumps from account no. 005-501.10-6419.

**IT IS FURTHER ORDERED** that payment in the amount of Five Hundred and Twenty-Five Dollars (\$525.00) be made to Tawny E. Johnson D.B.A SnapHappy FacePainting for professional face painting services from account no. 005-501.10-6419.

**IT IS FURTHER ORDERED** that payment in the amount of Two Hundred Dollars (\$200.00) be made to Thee Baby Tigers for professional entertainment services from account no. 005-501.10-6419.

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

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

Nays – None.

Absent – None.

\* \* \* \* \*

**ORDER REVISING THE 2023-2024 FISCAL YEAR BUDGET FOR THE DEPARTMENT OF PARKS AND RECREATION.**

**WHEREAS**, the Department of Parks and Recreation (Parks) requests revisions to its 2023-2024 Fiscal Year Budget (Budget) due to a change in how account number 055-504.10-6464 (“machine/equipment maintenance and repair”) operates; and

**WHEREAS**, when creating Parks’ Budget, funds were allocated to account number 055-504.10-6464 to use for lawn mower and tractor repair and maintenance. In previous Budgets, Parks allocated money to the same account for the same purposes and used that account for lawn mower and tractor repair and maintenance; and

**WHEREAS**, the Finance Department informed Parks in February 2024, that account number 055-504.10-6464 is only to be used for the repair of machinery and should not be used for the repair of lawn mowers and tractors; and

**WHEREAS**, Park Maintenance has several pieces of lawn equipment that need immediate repair and Park Maintenance needs to purchase materials and other supplies for said lawn equipment; and

**WHEREAS**, due to the change in how account number 055-504.10-6464 operates, Parks has Fifty-One Thousand Seven Hundred and Eighty Dollars (\$51,780.00) in said account that it needs to transfer to various other accounts so that Park Maintenance can use the money to make the needed repairs to the City’s lawn equipment; and

**WHEREAS**, Section 21-35-25 of the Mississippi Code Annotated, as amended, states that if it affirmatively appears at any time during the current fiscal year that there is in any fund or account any sum remaining unexpended and not needed or expected to be needed for the purpose or purposes for which appropriated in said budget, then the governing authorities may, in their discretion, transfer such sum or any part thereof to any other fund or funds or account or accounts where needed, by order to such effect entered upon their minutes. This shall not, however, authorize the expenditure of any funds for any purpose other than that for which the levy producing such funds was made; and

**WHEREAS**, Parks represents that the Fifty-One Thousand Seven Hundred and Eighty Dollars (\$51,780.00) that it currently seeks to transfer from the “machine/equipment maintenance and repair” account is comprised of unspent funds that are not needed or expected to be needed for the purpose(s) for which said funds were originally appropriated in the Fiscal Year 2023-2024 Budget; and

**WHEREAS**, this intradepartmental transfer of funds is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, because the transfer requested in this Order, added to any previous Fiscal Year 2023-2024 intradepartmental transfers, does not exceed ten percent (10%) of the total budget amount appropriated to Parks’ Fiscal Year 2023-2024 Budget; and

**WHEREAS**, Parks requests that its 2023-2024 Fiscal Year Budget be revised, as follows:

<b>FUNDS TRANSFERRED FROM:</b>	<b>FUNDS TRANSFERRED TO:</b>
Machine/Equipment Maintenance and Repair	Other Operating Supplies
055-504.10-6464      \$17,260.00	005-504.10-6299      \$17,260.00
	Motor Vehicle Repair
055-504.10-6464      \$17,260.00	005-504.10-6316      \$17,260.00
	Other Repair & Maintenance Material(s)

**SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY, JUNE 4, 2024 6:00 P.M.**

055-504.10-6464	\$17,260.00	005-504.10-6317	\$17,260.00
<b>Total \$51,780.00</b>			<b>\$51,780.00</b>

**WHEREAS**, it is in the best interests of the City that Parks’ Fiscal Year 2023-2024 budget be revised as shown in the table directly above so that lawn equipment repairs can be made and so that Park Maintenance can purchase materials and other supplies for said lawn equipment.

**IT IS, THEREFORE, ORDERED** that the Department of Parks and Recreation’s Fiscal Year 2023-2024 Budget be revised as set forth in the table above.

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

**Council Member Grizzell** 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 consideration, Agenda Item No. 26:

**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE EVENT LICENSE AGREEMENT WITH THE CAPITAL CITY CONVENTION CENTER COMMISSION TO HOST THE CITY OF JACKSON'S NSD PLANNING EXPO INFORMATION AND NETWORKING EVENT ON APRIL 27, 2024, AND AUTHORIZING PAYMENT IN THE AMOUNT OF SIX THOUSAND SEVEN HUNDRED THIRTY DOLLARS.** Said item was pulled by the Administration.

\* \* \* \* \*

There came on for consideration, Agenda Item No. 27:

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT RENTAL AGREEMENT WITH WE MARQUEE, LLC TO INSTALL AND SETUP MARQUEE LETTERS FOR THE NSD PLANNING EXPO TO BE HELD ON APRIL 27, 2024, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND FORTY-EIGHT DOLLARS AND NINETY CENTS (\$1,048.90) TO WE MARQUEE, LLC.** Said item was pulled by the Administration.

\* \* \* \* \*

**ORDER AUTHORIZING THE MAYOR TO EXPEND 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FAÇADE IMPROVEMENTS TO SMALL BUSINESS ENTERPRISES IN THE CITY OF JACKSON.**

**WHEREAS**, the City of Jackson receives federal funds, on an annual basis, from the U.S. Department of Housing and Urban Development (HUD) for several federal programs to benefit principally low and moderate-income individuals and families for the purposes of providing a suitable living environment, decent housing, and expanded economic opportunities; and

**WHEREAS**, the Community Development Block Grant (CDBG), Public Law 116-94, was enacted on December 20, 2019, providing assistance for low and moderate-income persons and special needs populations across the country; and

**WHEREAS**, on August 3, 2021, the Jackson City Council authorized the Mayor to submit to the U.S. Department of Housing and Urban Development (HUD) the City of Jackson’s 2021 One-Year Action Plan of the 2020-2024 Consolidated Plan; and

**WHEREAS**, HUD has allocated CDBG funding for housing, community, and economic development activities; and

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**WHEREAS**, on October 1, 2021, the Office of Housing and Community Development (OHCD) was notified by the U.S. Department of Housing and Urban Development (HUD), of CDBG funding in the amount of one million eight hundred eleven thousand nine hundred eighty-one dollars and zero cents (\$1,811,981.00); and

**WHEREAS**, OHCD has allocated sixty-five thousand one hundred thirty-one dollars and zero cents (\$65,131.00) for small businesses to be utilized for façade improvements; and

**WHEREAS**, the Department of Planning and Development, through its Office of Housing and Community Development Division (OHCD) and Office of Economic Development (OED), recommends that the Mayor be authorized to use CDBG funds for small business enterprises in the City of Jackson for façade improvement expenses in an amount not to exceed sixty-five thousand one hundred thirty-one dollars and zero cents (\$65,131.00) for small businesses to be utilized for façade improvements between November 1, 2023 to September 30, 2024; and

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to expend CDBG funds in a total amount not to exceed sixty-five thousand one hundred thirty-one dollars and zero cents (\$65,131.00) for small businesses to be utilized for façade improvements between November 1, 2023 to September 30, 2024, for façade improvements for small business enterprises in the City of Jackson.

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

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

Nays – None.

Absent – None.

\* \* \* \* \*

**ORDER AUTHORIZING THE MAYOR TO EXPEND 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FAÇADE IMPROVEMENTS TO SMALL BUSINESS ENTERPRISES IN THE CITY OF JACKSON.**

**WHEREAS**, the City of Jackson receives federal funds, on an annual basis, from the U.S. Department of Housing and Urban Development (HUD) for several federal programs to benefit principally low and moderate-income individuals and families for the purposes of providing a suitable living environment, decent housing, and expanded economic opportunities; and

**WHEREAS**, the Community Development Block Grant (CDBG), Public Law 116-94, was enacted on December 20, 2019, providing assistance for low and moderate-income persons and special needs populations across the country; and

**WHEREAS**, on July 19, 2022, the Jackson City Council authorized the Mayor to submit to the U.S. Department of Housing and Urban Development (HUD) the City of Jackson’s 2022 One-Year Action Plan of the 2020-2024 Consolidated Plan; and

**WHEREAS**, HUD has allocated CDBG funding for housing, community, and economic development activities; and

**WHEREAS**, on October 1, 2022, the Office of Housing and Community Development (OHCD) was notified by the U.S. Department of Housing and Urban Development (HUD) of CDBG funding in the amount of one million four hundred seventy-nine thousand thirty-one dollars and forty cents (\$1,479,031.40); and

**WHEREAS**, OHCD has allocated one hundred thousand dollars and zero cents (\$100,000.00) for small businesses to be utilized for façade improvements; and

**WHEREAS**, the Department of Planning and Development, through its Office of Housing and Community Development Division (OHCD) and Office of Economic Development (OED), recommends that the Mayor be authorized to use CDBG funds for small business enterprises in the City of Jackson for façade improvement expenses in an amount not to exceed one hundred

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thousand dollars and zero cents (\$100,000.00) for small businesses to be utilized for façade improvements between November 1, 2023 to September 30, 2024; and

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to expend CDBG funds in a total amount not to exceed one hundred thousand dollars and zero cents (\$100,000.00) beginning November 1, 2023, through September 30, 2024, for façade improvements for small business enterprises in the City of Jackson.

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

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

Nays – None.

Absent – None.

\* \* \* \* \*

**ORDER ESTABLISHING JUST COMPENSATION, AUTHORIZING ACQUISITION OF A PERMANENT EASEMENT AND PAYMENT OF DAMAGES FOR THE LAUREL STREET AND ST. ANN STREET SEWER EMERGENCY REPAIR, AND AUTHORIZING PAYMENT TO OWNER/GRANTOR BERNARD H. BOOTH, IV.**

**WHEREAS**, pursuant to Section 21-17-1 of the Mississippi Code of 1972, as amended, the City of Jackson, Mississippi, is authorized to sell, convey or hold any real or personal property and to make any such order respecting same that may be conducive to the best interest of the municipality; and

**WHEREAS**, the Real Property Acquisition Policies Law, §§43-31-1, et seq., provides the requirements for acquiring privately owned real property for projects; and

**WHEREAS**, the Department of Public Works discovered a sinkhole caused by the failure of a sewer line running from Lyncrest Avenue to St. Ann Street; and

**WHEREAS**, the failure and sinkhole occurred in the backyard of residential property located at 1509 St. Ann Street and identified on the Hinds County Landroll as Parcel Number 15-151-1 and at 1606 and 1608 Laurel Street, a duplex, identified on the Hinds County Landroll as Parcel Number 15-152; and

**WHEREAS**, the sinkhole irreparably damaged the foundation of a garage structure on the property, which required the garage to be demolished; and

**WHEREAS**, the City of Jackson, Mississippi, through the Department of Public Works and pursuant to Miss. Code Ann. § 43-37-3, in order to make repairs to a sewer line, has sought to acquire a permanent easement over certain real property located in the City of Jackson, Hinds County, Mississippi, identified in the Hinds County Land Records as Parcel Number 15-152 and owned by Bernard H. Booth, IV; and

**WHEREAS**, The City of Jackson, Mississippi, through the Department of Public Works and pursuant to Miss. Code Ann. 43-37-3 (b), and in order to make such repairs to a sewer line running between Lyncrest Avenue and St. Ann Street has made reasonable effort to acquire expeditiously an interest in certain real property located in the City of Jackson, Hinds County, Mississippi, identified in the Hinds County Land Records as Parcel Number 15-152 (Bernard H. Booth, IV); and

**WHEREAS**, the City of Jackson, Mississippi, through the Department of Public Works and pursuant to Miss. Code Ann. 43-37-3(b) and in order to make such repairs to a sewer line and compensate the owner for damages caused by the sewer line failure has obtained an appraisal for a permanent easement over real property located in the City of Jackson, Hinds County, Mississippi, identified on the Hinds County Landroll as Parcel Number 15-152 (Bernard H. Booth, IV, owner of record) damages to said parcel; and

**WHEREAS**, fair market value for a permanent easement over real property located in City of Jackson, Hinds County, Mississippi, being identified as Parcel Number 15-152 (Bernard H.

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Booth, owner of record) needed for repairs to a sewer line and damages to the property caused by the failure of the sewer line is \$31,600.00; and

**WHEREAS**, the Department of Public Works for the City of Jackson, Mississippi, recommends approval of this order to assist in the completion of repairs to one of its sewer lines; and

**WHEREAS**, the Jackson City Council has determined that it is in the best interests of the City of Jackson, Mississippi, that the repairs to the sewer line running between Lyncrest Avenue and St. Ann Street be completed and that completion of said project will similarly benefit the citizens within and to the City of Jackson, Mississippi.

**IT IS, THEREFORE, ORDERED** that just compensation is established in the amount of \$31,600.00 for acquisition of a permanent easement over certain property and damages herein identified as a Parcel Number 15-152 (Bernard H. Booth, owner of record) and that a warrant payable to Bernard H. Booth, IV, as record owner in an amount not to exceed \$31,600.00, be issued and made.

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

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

Nays – None.

Absent – None.

\* \* \* \* \*

**ORDER ESTABLISHING JUST COMPENSATION AND AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT (PARCEL NO. 405-67, SYLVIA LAWSON).**

**WHEREAS**, pursuant to Section 21-17-1 of the Mississippi Code of 1972, as amended, the City of Jackson, Mississippi, is authorized to sell, convey, or hold any real or personal property and to make any such order respecting same that may be conducive to the best interest of the municipality; and

**WHEREAS**, the Real Property Acquisition Policies Law, Sections 43-31-1, et seq. of the Mississippi Code of 1972, as amended, provides the requirements for acquiring privately-owned real property for projects; and

**WHEREAS**, the City requires additional right-of-way for the placement of a bus stop on Medgar Evers Boulevard, which is being installed as a component of the project; and

**WHEREAS**, in order to place a bus stop, the City of Jackson, Mississippi, through the Department of Public Works and pursuant to Section 43-37-3 of the Mississippi Code of 1972, as amended, is seeking to acquire an interest in certain real property located in the City of Jackson, Hinds County, Mississippi, identified in the Hinds County Land Records as Tax Parcel Number 405-67 and owned by Sylvia Lawson; and

**WHEREAS**, the City of Jackson, Mississippi, through the Department of Public Works requested that its design engineer on the project Neel-Schaffer, Inc. have the right-of-way necessary for the project valued and acquired; and

**WHEREAS**, Neel-Schaffer, Inc. directed its subconsultant Integrated Right of Way to perform a valuation of the right-of-way, which provided a report valuing said right-of-way; and

**WHEREAS**, the valuation contained in the report was prepared pursuant to statutory authorization by Section 43-7-3 of the Mississippi Code of 1972, as amended: "[T]he acquiring ... agency ... may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of Ten Thousand Dollars (\$ 10,000.00) or less..."; and Section 24.102 of Title 49 of the Code of



Federal Regulations provides: "(2) An appraisal is not required if: ... (ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data ... (A) When an appraisal is determined to be unnecessary, the Agency shall prepare a waiver valuation...;" and under authority of the Section 43-37-3 of the Mississippi Code of 1972, as amended, to adopt procedures in compliance with federal regulations, and in accordance with 49 CFR 24.102, Appendix A: "Waiver valuations are not appraisals as defined by the Uniform Act and these regulations [42 U.S.C §4601, et seq., and 49 CFR Part 24]; therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule...;" and

**WHEREAS**, therefore, pursuant to federal regulation and state law, the valuation provided to the City was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

**WHEREAS**, just compensation for right-of-way over real property located in the City of Jackson, Hinds County, Mississippi, being identified as Parcel Number 405-67 (Sylvia Lawson, owner of record) needed for the placement of a bus stop is \$500.00; and

**WHEREAS**, the Jackson City Council has determined that it is in the best interests of the City of Jackson, Mississippi that a bus stop be placed on Medgar Evers Boulevard and that completion of said project will similarly benefit the citizens within and the City of Jackson, Mississippi.

**IT IS, THEREFORE, ORDERED** that just compensation is established in the amount of \$500.00 for acquisition of right-of-way over certain property herein identified as Parcel Number 405-67 (Sylvia Lawson, owner of record) for the purpose of the placement of a bus stop on Medgar Evers Boulevard.

**Council Member Stokes** 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, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.
- Nays – None.
- Absent – None.

\* \* \* \* \*

**ORDER ESTABLISHING JUST COMPENSATION AND AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT (PARCEL NO. 408-487, CONNIE HENDERSON).**

**WHEREAS**, pursuant to Section 21-17-1 of the Mississippi Code of 1972, as amended, the City of Jackson, Mississippi, is authorized to sell, convey, or hold any real or personal property and to make any such order respecting same that may be conducive to the best interest of the municipality; and

**WHEREAS**, the Real Property Acquisition Policies Law, Sections 43-31-1, et seq. of the Mississippi Code of 1972, as amended, provides the requirements for acquiring privately-owned real property for projects; and

**WHEREAS**, the City requires additional right-of-way for the placement of a bus stop on Medgar Evers Boulevard, which is being installed as a component of the project; and

**WHEREAS**, in order to place a bus stop, the City of Jackson, Mississippi, through the Department of Public Works and pursuant to Section 43-37-3 of the Mississippi Code of 1972, as

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amended, is seeking to acquire an interest in certain real property located in the City of Jackson, Hinds County, Mississippi, identified in the Hinds County Land Records as Tax Parcel Number 408-487 and owned by Connie Henderson; and

**WHEREAS**, the City of Jackson, Mississippi, through the Department of Public Works requested that its design engineer on the project Neel-Schaffer, Inc. have the right-of-way necessary for the project valued and acquired; and

**WHEREAS**, Neel-Schaffer, Inc. directed its subconsultant Integrated Right of Way to perform a valuation of the right-of-way, which provided a report valuing said right-of-way; and

**WHEREAS**, the valuation contained in the report was prepared pursuant to statutory authorization by Section 43-7-3 of the Mississippi Code of 1972, as amended: "[T]he acquiring ... agency ... may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of Ten Thousand Dollars (\$ 10,000.00) or less..."; and Section 24.102 of Title 49 of the Code of Federal Regulations provides: "(2) An appraisal is not required if: ... (ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data ... (A) When an appraisal is determined to be unnecessary, the Agency shall prepare a waiver valuation...;" and under authority of the Section 43-37-3 of the Mississippi Code of 1972, as amended, to adopt procedures in compliance with federal regulations, and in accordance with 49 CFR 24.102, Appendix A: "Waiver valuations are not appraisals as defined by the Uniform Act and these regulations [42 U.S.C §4601, et seq., and 49 CFR Part 24]; therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule...;" and

**WHEREAS**, therefore, pursuant to federal regulation and state law, the valuation provided to the City was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

**WHEREAS**, just compensation for right-of-way over real property located in the City of Jackson, Hinds County, Mississippi, being identified as Parcel Number 408-487 (Connie Henderson, owner of record) needed for the placement of a bus stop is \$500.00; and

**WHEREAS**, the Jackson City Council has determined that it is in the best interests of the City of Jackson, Mississippi that a bus stop be placed on Medgar Evers Boulevard and that completion of said project will similarly benefit the citizens within and the City of Jackson, Mississippi.

**IT IS, THEREFORE, ORDERED** that just compensation is established in the amount of \$500.00 for acquisition of right-of-way over certain property herein identified as Parcel Number 408-487 (Connie Henderson, owner of record) for the purpose of the placement of a bus stop on Medgar Evers Boulevard.

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

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

Nays – None.

Absent – None.

\* \* \* \* \*

**ORDER ESTABLISHING JUST COMPENSATION AND AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT (PARCEL NO. 405-57, ARTHUR L. & FANNIE M. BENNETT)**

**WHEREAS**, pursuant to Section 21-17-1 of the Mississippi Code of 1972, as amended, the City of Jackson, Mississippi, is authorized to sell, convey, or hold any real or personal property and to make any such order respecting same that may be conducive to the best interest of the municipality; and

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**WHEREAS**, the Real Property Acquisition Policies Law, Sections 43-31-1, et seq. of the Mississippi Code of 1972, as amended, provides the requirements for acquiring privately-owned real property for projects; and

**WHEREAS**, the City requires additional right-of-way for the placement of a bus stop on Medgar Evers Boulevard, which is being installed as a component of the project; and

**WHEREAS**, in order to place a bus stop, the City of Jackson, Mississippi, through the Department of Public Works and pursuant to Section 43-37-3 of the Mississippi Code of 1972, as amended, is seeking to acquire an interest in certain real property located in the City of Jackson, Hinds County, Mississippi, identified in the Hinds County Land Records as Tax Parcel Number 405-57 and owned by Arthur L. & Fannie M. Bennett; and

**WHEREAS**, the City of Jackson, Mississippi, through the Department of Public Works requested that its design engineer on the project Neel-Schaffer, Inc. have the right-of-way necessary for the project valued and acquired; and

**WHEREAS**, Neel-Schaffer, Inc. directed its subconsultant Integrated Right of Way to perform a valuation of the right-of-way, which provided a report valuing said right-of-way; and

**WHEREAS**, the valuation contained in the report was prepared pursuant to statutory authorization by Section 43-7-3 of the Mississippi Code of 1972, as amended: "[T]he acquiring ... agency ... may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of Ten Thousand Dollars (\$ 10,000.00) or less..."; and Section 24.102 of Title 49 of the Code of Federal Regulations provides: "(2) An appraisal is not required if: ... (ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data ... (A) When an appraisal is determined to be unnecessary, the Agency shall prepare a waiver valuation...;" and under authority of the Section 43-37-3 of the Mississippi Code of 1972, as amended, to adopt procedures in compliance with federal regulations, and in accordance with 49 CFR 24.102, Appendix A: "Waiver valuations are not appraisals as defined by the Uniform Act and these regulations [42 U.S.C §4601, et seq., and 49 CFR Part 24]; therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule...;" and

**WHEREAS**, therefore, pursuant to federal regulation and state law, the valuation provided to the City was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

**WHEREAS**, just compensation for right-of-way over real property located in the City of Jackson, Hinds County, Mississippi, being identified as Parcel Number 405-57 (Arthur L. & Fannie M. Bennett, owners of record) and damages to the property needed for the placement of a bus stop is \$1,200.00; and

**WHEREAS**, the Jackson City Council has determined that it is in the best interests of the City of Jackson, Mississippi that a bus stop be placed on Medgar Evers Boulevard and that completion of said project will similarly benefit the citizens within and the City of Jackson, Mississippi.

**IT IS, THEREFORE, ORDERED** that just compensation is established in the amount of \$1,200.00 for acquisition of right-of-way over certain property herein identified as Parcel Number 405-57 (Arthur L. & Fannie M. Bennett, owners of record) and damages to said parcel for the purpose of the placement of a bus stop on Medgar Evers Boulevard.

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

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

Nays – None.

Absent – None.

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**ORDER ESTABLISHING JUST COMPENSATION AND AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT (PARCEL NO. 408-486, PHOENIX 2 ENTERPRISE, LLC).**

**WHEREAS**, pursuant to Section 21-17-1 of the Mississippi Code of 1972, as amended, the City of Jackson, Mississippi, is authorized to sell, convey, or hold any real or personal property and to make any such order respecting same that may be conducive to the best interest of the municipality; and

**WHEREAS**, the Real Property Acquisition Policies Law, Sections 43-31-1, et seq. of the Mississippi Code of 1972, as amended, provides the requirements for acquiring privately-owned real property for projects; and

**WHEREAS**, the City requires additional right-of-way for the placement of a bus stop on Medgar Evers Boulevard, which is being installed as a component of the project; and

**WHEREAS**, in order to place a bus stop, the City of Jackson, Mississippi, through the Department of Public Works and pursuant to Section 43-37-3 of the Mississippi Code of 1972, as amended, is seeking to acquire an interest in certain real property located in the City of Jackson, Hinds County, Mississippi, identified in the Hinds County Land Records as Tax Parcel Number 408-486 and owned by Phoenix 2 Enterprise, LLC; and

**WHEREAS**, the City of Jackson, Mississippi, through the Department of Public Works requested that its design engineer on the project Neel-Schaffer, Inc. have the right-of-way necessary for the project valued and acquired; and

**WHEREAS**, Neel-Schaffer, Inc. directed its subconsultant Integrated Right of Way to perform a valuation of the right-of-way, which provided a report valuing said right-of-way; and

**WHEREAS**, the valuation contained in the report was prepared pursuant to statutory authorization by Section 43-7-3 of the Mississippi Code of 1972, as amended: "[T]he acquiring ... agency ... may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of Ten Thousand Dollars (\$ 10,000.00) or less..."; and Section 24.102 of Title 49 of the Code of Federal Regulations provides: "(2) An appraisal is not required if: ... (ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data ... (A) When an appraisal is determined to be unnecessary, the Agency shall prepare a waiver valuation...;" and under authority of the Section 43-37-3 of the Mississippi Code of 1972, as amended, to adopt procedures in compliance with federal regulations, and in accordance with 49 CFR 24.102, Appendix A: "Waiver valuations are not appraisals as defined by the Uniform Act and these regulations [42 U.S.C §4601, et seq., and 49 CFR Part 24]; therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule...;" and

**WHEREAS**, therefore, pursuant to federal regulation and state law, the valuation provided to the City was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice; and

**WHEREAS**, just compensation for right-of-way over real property located in the City of Jackson, Hinds County, Mississippi, being identified as Parcel Number 408-486 (Phoenix 2 Enterprise, LLC, owner of record) needed for the placement of a bus stop is \$500.00; and

**WHEREAS**, the Jackson City Council has determined that it is in the best interests of the City of Jackson, Mississippi that a bus stop be placed on Medgar Evers Boulevard and that completion of said project will similarly benefit the citizens within and the City of Jackson, Mississippi.

**IT IS, THEREFORE, ORDERED** that just compensation is established in the amount of \$500.00 for acquisition of right-of-way over certain property herein identified as Parcel Number

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408-486 (Phoenix 2 Enterprise, LLC, owner of record) for the purpose of the placement of a bus stop on Medgar Evers Boulevard.

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

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

\* \* \* \* \*

**ORDER ACCEPTING THE BID OF HOL-MAC CORPORATION FOR ONE (1) PACMAC KNUCKLE BOOM TRASH LOADER AND DUMP BODY, FOR A TOTAL COST OF \$252,766.30 (BID NO. 07208- 040224).**

**WHEREAS**, sealed bids for a trash truck and knuckle boom were opened on April 02, 2024, wherein six (6) bids were received; and

**WHEREAS**, the Infrastructure Management Division of the Department of Public Works, will use the dump truck for transportation and removal of debris, the transportation of gravel and top soil for repairs, and transportation of the storm water lines throughout the City of Jackson for various improvement projects; and

**WHEREAS**, the staff of the Infrastructure Management Division has reviewed the bid and recommends that the governing authorities deem the bid of Hol-Mac Corporation of MS, 160 Commerce Drive, Bay Springs, MS 39422, received April 02, 2024, in the amount of \$252,766.30, to be the lowest and best bid received.

**IT IS, THEREFORE, ORDERED** that the bid of Hol-Mac Corporation of MS, received April 02, 2024, for one PacMac knuckle boom trash loader with bulky hauler, in the amount of \$252,766.30, is accepted as the lowest and best bid received, it being determined that said bid meets the City specifications.

**IT IS FURTHER ORDERED** that payment for said equipment be made from the Solid Waste Enterprise Fund.

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

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

\* \* \* \* \*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #2 TO THE CONTRACT OF DICKERSON & BOWEN, INC. FOR CONSTRUCTION OF STREET RESURFACING PROJECT PHASE 1A.**

**WHEREAS**, the City of Jackson executed a contract with Dickerson & Bowen, Inc. for Street Resurfacing Project Phase 1A; and

**WHEREAS**, the original resurfacing project was intended to include additional streets in Phase 1A, which were removed from the project because JXN Water, Inc. planned to repair or replace water lines on these streets while the Phase 1A was scheduled to be under construction; and

**WHEREAS**, the City and the Special Sales Tax Commission have since learned that JXN Water, Inc. has completed its water line repairs or replacements for these streets; and

**WHEREAS**, these streets are in proximity to streets that will already be paved, which will provide efficiency and savings to the City for the cost of the work; and

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**WHEREAS**, the proposed Change Order #2 includes the following additional streets for resurfacing because JXN Water, Inc. has completed its water line repairs:

Lamar Street (George Street to Whitfield Street);  
Livingston Street (Mill Street to West Street);  
Bell Street (Mill Street to Crestview Street);  
Pinehurst Street (State Street to Dead End);  
Poplar Boulevard (State Street to Dead End);  
Manship Street (State Street to Monroe Street);  
St. Ann Street (Riverside Drive to Dead End);  
St. Mary Street (Poplar Boulevard to Laurel Street);  
Avondale Street (Old Canton to Hawthorn Drive);  
Hawthorn Drive (Old Canton to Avondale Street); and

**WHEREAS**, as construction progressed, the contractor, engineer, and the Special Sales Tax Commission found that the curb and gutter on many streets was in poorer condition than anticipated; and

**WHEREAS**, in order to restore proper street drainage and provide a quality product, proposed Change Order #2 adds 36,931 linear feet of curb and gutter to the project; and

**WHEREAS**, the Department of Public Works recommends acceptance of Change Order #2 to the contract Dickerson & Bowen, Inc. in the amount of \$5,429,050.42 to increase the quantities in the contract to complete the project as modified.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute Change Order #2 to the contract of Dickerson & Bowen, Inc. for the Street Resurfacing Project Phase 1A, increasing the contract not to exceed amount by \$5,429,050.42 to a total of \$10,596,355.58 and adding 354 calendar days to the contract time to revise the contract completion date to March 31, 2025.

**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 AMENDMENT NO. 1 TO THE CONTRACT WITH  
COOKE DOUGLASS FARR LEMONS ARCHITECTS + ENGINEERS PA  
("CDFL") FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR  
CONTINUED RENOVATION AND EXPANSION CONSTRUCTION  
PROJECT OF THE PLANATERIUM FOR THE CITY OF JACKSON,  
MISSISSIPPI.**

**WHEREAS**, the Department of Human and Cultural Services obtained architectural design services from CDFL to renovate and upgrade Thalia Mara Hall in advance of the USA International Ballet Completion; and

**WHEREAS**, the State of Mississippi 2022 Legislature had allocated \$2,000,000.00 (two million dollars) to renovate and upgrade Thalia Mara Hall; and

**WHEREAS**, the Friends of Thalia Mara Hall and Community Foundation for Mississippi contracted with CDFL and covered the expenses for the design development phase of this construction project in an effort to expedite the overall process; and

**WHEREAS**, the Friends of Thalia Mara Hall and Community Foundation for Mississippi had assigned their agreement with CDFL to the City of Jackson; and

**WHEREAS**, the Friends of Thalia Mara Hall and Community Foundation for Mississippi are planning to continue the renovations, repairs and upgrades to Thalia Mara Hall; and

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**WHEREAS**, the remaining funds from the State of Mississippi 2022 Legislature allocation are approximately \$450,000.00 to renovate and upgrade Thalia Mara Hall; and

**WHEREAS**, the State of Mississippi 2023 Legislature had allocated additional funding in the amount of \$1,500,000.00 (one million five hundred thousand dollars) to continue the renovations, repairs and upgrades at Thalia Mara Hall; and

**WHEREAS**, CDFL will continue to use their knowledge and expertise in design and within Thalia Mara Hall to historically create effective upgrades and improvements to the facility that are much needed to elevate the patron experience; and

**WHEREAS**, the Department of Human and Cultural Services further recommends that the City Council authorize the Mayor to execute Amendment No. 1 to the contract with CDFL for continued architectural and engineering services; and

**WHEREAS**, the City agrees to compensate CDFL for the architectural and engineering services provided under this agreement at a fee not to exceed \$122,500.00; and

**WHEREAS**, the City and CDFL agree the renovations, repairs and upgrades will be ready for occupancy on or before June 30, 2026.

**IT IS, THEREFORE, ORDERED** that the City of Jackson accepts the assignment of the contract and Amendment No. 1 between CDFL and Friends of Thalia Mara and the Community Foundation of Mississippi.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute Amendment No. 1 to the contract with CDFL to provide continued architectural and engineering services for the renovations, repairs and upgrades to Thalia Mara Hall.

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

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**President Banks** recognized **Vice President Lee** who moved; seconded by **Council Member Grizzell**, to amend said order replacing “Planetarium” with “Thalia Mara Hall” throughout the order.

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

Nays – None.

Absent – None.

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

**ORDER AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT WITH COOKE DOUGLASS FARR LEMONS ARCHITECTS + ENGINEERS PA (“CDFL”) FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR CONTINUED RENOVATION AND EXPANSION CONSTRUCTION PROJECT OF THALIA MARA HALL FOR THE CITY OF JACKSON, MISSISSIPPI.**

**WHEREAS**, the Department of Human and Cultural Services obtained architectural design services from CDFL to renovate and upgrade Thalia Mara Hall in advance of the USA International Ballet Completion; and

**WHEREAS**, the State of Mississippi 2022 Legislature had allocated \$2,000,000.00 (two million dollars) to renovate and upgrade Thalia Mara Hall; and

**WHEREAS**, the Friends of Thalia Mara Hall and Community Foundation for Mississippi contracted with CDFL and covered the expenses for the design development phase of this construction project in an effort to expedite the overall process; and

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**WHEREAS**, the Friends of Thalia Mara Hall and Community Foundation for Mississippi had assigned their agreement with CDFL to the City of Jackson; and

**WHEREAS**, the Friends of Thalia Mara Hall and Community Foundation for Mississippi are planning to continue the renovations, repairs and upgrades to Thalia Mara Hall; and

**WHEREAS**, the remaining funds from the State of Mississippi 2022 Legislature allocation are approximately \$450,000.00 to renovate and upgrade Thalia Mara Hall; and

**WHEREAS**, the State of Mississippi 2023 Legislature had allocated additional funding in the amount of \$1,500,000.00 (one million five hundred thousand dollars) to continue the renovations, repairs and upgrades at Thalia Mara Hall; and

**WHEREAS**, CDFL will continue to use their knowledge and expertise in design and within Thalia Mara Hall to historically create effective upgrades and improvements to the facility that are much needed to elevate the patron experience; and

**WHEREAS**, the Department of Human and Cultural Services further recommends that the City Council authorize the Mayor to execute Amendment No. 1 to the contract with CDFL for continued architectural and engineering services; and

**WHEREAS**, the City agrees to compensate CDFL for the architectural and engineering services provided under this agreement at a fee not to exceed \$122,500.00; and

**WHEREAS**, the City and CDFL agree the renovations, repairs and upgrades will be ready for occupancy on or before June 30, 2026.

**IT IS, THEREFORE, ORDERED** that the City of Jackson accepts the assignment of the contract and Amendment No. 1 between CDFL and Friends of Thalia Mara and the Community Foundation of Mississippi.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute Amendment No. 1 to the contract with CDFL to provide continued architectural and engineering services for the renovations, repairs and upgrades to Thalia Mara Hall.

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

Nays – Hartley and Stokes.

Absent – None.

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**ORDER RATIFYING PROCUREMENT OF SERVICES FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS.**

**WHEREAS**, the Building Maintenance Division of the Department of Public Works had need of certain services necessary to the operation and maintenance of the City’s buildings; and

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

**WHEREAS**, the services set forth in certain invoices attached hereto were provided to the City’s buildings; and

**WHEREAS**, in order to ensure the continued and proper operation and maintenance of the City’s buildings, it is necessary to pay these outstanding invoices to continue receiving any needed services for these vendors; and

**IT IS, THEREFORE, ORDERED** that payment to the following vendors in the amounts set forth be made, consistent with the attached invoices: Global Sector Security, LLC \$202.50 A Complete Flag Source \$250.00 Total \$452.50.



**SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY, JUNE 4, 2024 6:00 P.M.**

**383**

*001.418.10.6317*

Global Sector Security LLC  
3953 Underwood Drive  
Flowood, MS 39232

**Invoice**

Date	Invoice #
11/16/2023	66847

<b>Bill To:</b> Arts Center of Mississippi 201 E. Pascagoula Street Jackson, MS 39201
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Quantity	Description	Rate	Amount
1.5	Labor Hour	135.00	202.50T
	Service Call Disconnect Devices For Construction On Arts Center Non-Taxable	0.00%	0.00
It's been a pleasure working with you!			<b>Invoice Total</b> \$202.50

\*Beginning January 1, 2021, a 3% fee will be added to each credit card payment.  
\*\*Global Sector Services is a small business entity as defined by GSA guidelines.

Phone #	Fax #
6019824585	601-982-4591

*001.418.10.6317  
453 00. 6461*

**A Complete Flag Source,**

**Invoice**

5295 I55 North Ste A Jackson, MS 39206
601-362-9333

Date	Invoice #
2/9/2024	46378

<b>Bill To</b> Jackson , City of - 658 Jefferson St Jackson, MS 39205
<b>Customer Phone</b> <b>601-960-1105</b>

<b>Ship To</b> Jackson , City of - 658 Jefferson St Jackson, MS 39205
Customer Contact
Customer E-mail      sarnold@jacksonms.gov;smarsh...

P.O. Number	Terms	Rep	Ship	Via	Project
77240227		H...	2/9/2024		

Quantity	Item Code	Description	Price Each	Amount
2	13165	QUOTE ON REMOVING CHRISTMAS WREATHS ON WEST SIDE OF JACKSON CITY HALL  STANLEY ARNOLD (Requested quote) sarnold@city.jackson.ms.us SHIRLEY MARSHALL (FINANCIAL) 6019601921 smarshall@city.jackson.ms.us SERVICE CALL @ \$125/HOUR SEAN & TONY REMOVED CHRISTMAS WREATHS ON 02/05/2024	125.00	250.00

<b>Fax #</b>	<b>E-mail</b>	All accounts over 30 days are subject to a late penalty of 1.7% per month (21%)	<b>Total</b> \$250.00
601-362-93...	sales2@completeflags....		

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Council Member Grizzell moved adoption; Council Member Hartley seconded.

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

\* \* \* \* \*

**ORDER DECLARING PARCEL #420-6 SURPLUS PROPERTY AND AUTHORIZING DISPOSAL OF SAME TO AGAPE CHRISTIAN FELLOWSHIP CHURCH FOR DEVELOPMENT OF A CHURCH.**

**WHEREAS**, pursuant to an Order passed by the Jackson City Council on October 20, 2015, parcel number 420-6 (property) was declared as surplus property with Agape Community Development Corporation (Agape) being awarded the property after making a successful bid for said property; and

**WHEREAS**, said property bears the following legal description:

*Beg N/W corner Lot 50 Brinkley Place Subn E 321.87 ft N 250.03 ft W 380.42 ft. S 195.53 ft SE/ly 78.93 ft to POB pt NW ¼ NE ¼ Sec 21 T6N R1E less to St N/side \*\*NORTHSIDE DRIVE\*\* P#426-6 Hinds County, Mississippi Parcel / PPIN: 4206; and*

**WHEREAS**, a Quitclaim Deed conveying the property from the City to Agape was filed on December 14, 2015, in Book 7183 Page 8684 in the land records of the Chancery Court for the First Judicial District of Hinds County, Mississippi; and

**WHEREAS**, Agape planned to construct a church on said property; and

**WHEREAS**, said Deed contained a reverter clause that gave Agape two (2) years from the date the Deed was filed to begin construction of the church, or the property would revert to the City's ownership automatically; and

**WHEREAS**, Agape was not able to begin construction of the church within the two (2) year required timeframe, as such, the property automatically reverted to the City without the need for any legal proceedings; and

**WHEREAS**, Agape still desires to construct a church on the property and no city department has expressed a municipal need for the property; and

**WHEREAS**, the previous request for bids for said property ran for the required three (3) weeks in the Mississippi Link. Agape was the only entity to submit a bid for the property, as such, that bid was the highest and best bid; and

**WHEREAS**, it is in the best interests of the City that parcel number 420-6, which consists of a vacant lot on West Northside Drive, and which has already been found to be surplus property, be conveyed to Agape with the same reverter clause found in the previous Quitclaim Deed.

**IT IS, THEREFORE, ORDERED** that pursuant to the terms of Section 21-17-1(2)(a) of the Mississippi Code Annotated (1972), as amended, the City accepts the bid of Agape as the best bid; and

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute a quitclaim deed, which shall contain a reverter clause as discussed in this Order, conveying the property from the City to Agape Christian Fellowship Church; and

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

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

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

Nays – None.

Absent – None.

\* \* \* \* \*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH  
FRANCES ASHLEY TO PROVIDE ADMINISTRATIVE SUPPORT FOR THE  
CIVIL SERVICE COMMISSION.**

**WHEREAS**, Mississippi Code § 21-31-1, et seq., mandate the creation of a civil service commission in the City of Jackson; and

**WHEREAS**, the Mayor appoints a Civil Service Commission, composed of three qualified citizens of the City, to serve for terms of six years each; and

**WHEREAS**, Mississippi Code § 21-31-9 charges the Civil Service Commission with conducting examinations, appointments, promotions, transfers, reinstatements, demotions, suspensions and discharges of the municipality; and also grants the Commission the power to conduct investigations, and make reports on all matters touching the enforcement and effect of the provisions of Mississippi Code Sections 21-31-1 through 21-31-27, and the rules and regulations prescribed by those sections; and also grants the Commission the power to investigate all complaints which must be reduced to writing, subpoena witnesses, administer oaths, and conduct hearings; and also permits the Commission to provide for any other matter connected with the general subject of personnel administration, and which may be considered desirable to further carry out the general purposes of Sections 21-31-1 through 21-31-27; and

**WHEREAS**, Mississippi Code § 21-31-11 requires the municipal authorities to provide the commission with suitable and convenient rooms and accommodations and cause the same to be furnished, heated and lighted and supplied with all office supplies and equipment necessary to carry on the business of the commission and with such clerical assistance as may be necessary, commensurate with the number of persons subject to civil service laws; and the failure of the municipal authorities to do so shall be considered a violation of Mississippi law, punishable as such; and

**WHEREAS**, the Civil Service Commission is required by Mississippi Code § 21-31-7 and the City’s Civil Service Commission rules to appoint a secretary and may also appoint such other administrative subordinates as may be necessary; and

**WHEREAS**, the secretary of the Civil Service Commission is required to keep the records and preserve all reports made to the commission, and also a record of all examinations held under the direction of the board of examiners, and perform such other duties as the commission may prescribe; and

**WHEREAS**, the City has previously provided a budget amount within the Office of the City Attorney to provide for the above requirements for the Civil Service Commission; and

**WHEREAS**, the Civil Service Commission desires to hire Frances Ashley to provide clerical, secretarial, and other administrative duties for the Commission as directed by the Commission; and

**WHEREAS**, Frances Ashley has indicated a willingness to enter into a contract with the City to provide the above-described duties to the Civil Service Commission; and

**WHEREAS**, the terms of the City’s proposed contract with Ms. Ashley are that she be hired on an at-will, part-time basis, to be paid a rate of \$16.72 per hour, without civil service protection or City benefits, and not to work more than 50 (fifty) hours per month; and

**WHEREAS**, Ms. Ashley’s contract will not be for a specified term, but shall continue month to month at the discretion of the Civil Service Commission, the Office of the City Attorney,

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or the Mayor, with thirty-days' notice to be given to Ms. Ashley for the termination of the contract; and

**WHEREAS**, Ms. Ashley will keep track of her time worked and submit a written invoice by the last day of each month to the Office of the City Attorney, addressed to Mable Coleman; and

**WHEREAS**, the monthly invoices will describe in reasonable detail the dates on which Ms. Ashley worked, the number of hours worked on each date, and a description of the work performed on each date; and

**WHEREAS**, the Office of the City Attorney will submit the monthly invoices for payment promptly upon receipt, with the expectation that the invoices will be paid within 15 (fifteen) to 45 (forty-five) days of receipt; and

**WHEREAS**, Ms. Ashley will provide the Office of the City Attorney with a current mailing address, email address, and phone number; and

**WHEREAS**, the best interest of the City of Jackson would be served by authorizing the Mayor of the City of Jackson to execute a contract with Frances Ashley for the purposes and on the terms described in this Order.

**IT IS, THEREFORE, ORDERED** that the Mayor shall be authorized to execute a contract with Frances Ashley to provide clerical, secretarial, and other administrative duties for the Civil Service Commission as directed by the Civil Service Commission, beginning in June, 2024.

**IT IS FURTHER ORDERED** that a sum not to exceed \$10,032.00 may be paid to Frances Ashley for the first twelve months of this contract.

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

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

Nays – None.

Absent – None.

\* \* \* \* \*

**ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE MATTER OF “ROGER AND LINDA SUE FULLER ON BEHALF OF THE WRONGFUL DEATH HEIRS OF STEVIE K. FULLER V. CITY OF JACKSON, MISSISSIPPI” IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 18-257-EFP.**

**WHEREAS**, on October 8, 2018, Roger and Linda Sue Fuller filed a Complaint in the Circuit Court of Hinds County, Mississippi, First Judicial District against the City of Jackson, Mississippi alleging negligence relative to a fatal motor vehicle collision that occurred on May 9, 2017; and

**WHEREAS**, the parties, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit; and

**WHEREAS**, the Office of the City Attorney is recommending the City of Jackson fully and finally resolve the aforementioned lawsuit for \$160,000.00 in return for a complete release of the City of Jackson, Mississippi from the lawsuit; and

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

**WHEREAS**, based on the economic value to the City of Jackson and without admitting any liability, it is in the best interest of the citizenry that the City of Jackson resolve this matter through settlement.

**NOW, THEREFORE, IT IS HEREBY ORDERED** by the City Council of the City of Jackson, Mississippi, that the City should and is hereby authorized to settle all claims for \$160,000.00 in the lawsuit styled *Roger and Linda Sue Fuller on Behalf of the Wrongful Death Heirs of Stevie J. Fuller v. City of Jackson, Mississippi; In the Hinds County Circuit Court, First Judicial District; Cause No.: 18-257-EFP*; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount, to the Plaintiffs and their Counsel, as full and final settlement of this matter.

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

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**President Banks** recognized **Sheridan Carr, Special Assistant to the 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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**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE 61<sup>ST</sup> ANNIVERSARY OBSERVANCE OF THE MEDGAR WILEY EVERS HOMECOMING.**

**WHEREAS**, the Medgar Wiley Evers Homecoming activities will recognize the sixty-first anniversary of the assassination of Mr. Medgar Wiley Evers which occurred in Jackson, Mississippi on June 12, 1963; and

**WHEREAS**, Medgar Evers was field secretary for the NAACP in Mississippi, a civil rights advocate, and a trailblazer for voting rights and humanitarian efforts on behalf of poor and disenfranchised Mississippians; and

**WHEREAS**, the entire nation and world join the City of Jackson in recognizing and supporting the 61<sup>st</sup> Anniversary Observance of the Homecoming of native-born Mississippian, Mr. Medgar Wiley Evers.

**THEREFORE, IT IS HEREBY RESOLVED**, that the City of Jackson is hereby authorized to support and join the 61<sup>st</sup> Anniversary Observance of the Medgar Wiley Evers Homecoming.

**Council Member Hartley** moved adoption; **Council Member Stokes** 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 HONORING, RECOGNIZING AND SUPPORTING THE ANNUAL JUNETEENTH FREEDOM AND UNITY CULTURAL CELEBRATION.**

**WHEREAS**, June 19th is a day recognized in the United States of America and across the world as JUNETEENTH; and

**WHEREAS**, Juneteenth has evolved into an African American cultural celebration that originated in the State of Texas because of the confusion and turmoil following the end of the Civil War; those in Texas affected by the Emancipation Proclamation of 1863 did not learn of the 1865 surrender of Robert E. Lee to Ulysses Grant in Virginia; and

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**WHEREAS**, Major General Gordon Granger of the Union Army landed in Galveston, Texas with 1,800 soldiers to take command of the military District of Texas; his first action after landing on June 19, 1865 was to go from his headquarters in the Osterman Building at the corner of Strand and 22<sup>nd</sup> to read General Order #3 to the people of Galveston: “The people of Texas are informed ... all slaves are free. This involves an absolute equality of personal rights of property between former master and slaves...;” and

**WHEREAS**, the stunning news began that day as a holiday of celebration, first established in Texas; in 1980, the Texas State Legislature declared JUNETEENTH, June 19th, a state holiday; thus began the tradition of prayer services, games, rodeos, dances, special food preparations and historical presentations related to this celebration- - much like the Fourth of July; and

**WHEREAS**, the City of Jackson, Mississippi celebrates with the world, in honoring the African American cultural celebration of unity and freedom, known throughout the land as JUNETEENTH, traditionally celebrated June 19th of each year. Juneteenth became a federal holiday on June 17, 2021 in all 50 states and the District of Columbia.

**IT IS HEREBY RESOLVED** that the City Council of the City of Jackson, Mississippi, highly honors and recognizes the annual Juneteenth Freedom and Unity Cultural Celebration.

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

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

\* \* \* \* \*

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
RECOGNIZING AND SUPPORTING THE CELEBRATION OF FATHER’S  
DAY, 2024 ON ITS 100<sup>TH</sup> YEAR.**

**WHEREAS**, the idea of celebrating Father's Day grew from the thoughts of Sonora Dodd, a loving daughter from Spokane, whose father, Henry Jackson Smart, single-handedly raised her and five of her siblings following the death of their mother; upon attending a Mother’s Day Sermon in 1909, she felt that there should be a corresponding day to honor fathers; she worked relentlessly for years to bring Father’s Day to fruition; and

**WHEREAS**, the celebration of Father’s Day was begun in 1924 during the administration of former President Calvin Coolidge in order to establish a stronger bond between fathers and children; the idea gained momentum during WWII; President Lyndon B. Johnson proclaimed the third Sunday of June to be Father’s Day in 1966, with President Richard Nixon establishing a permanent national observance of Father's Day in 1972; and

**WHEREAS**, according to census data, there are more than 72.2 million fathers in the U.S.; more than 2 million are single fathers; and

**WHEREAS**, observance of Father's Day provides children the opportunity to express love and respect for their fathers; this act is vital to strengthening the father-child relationship and consequently in the emotional development of a child; as we confirm the important role of fathers in nurturing children and building a stronger society, the entire nation and world join the City of Jackson in recognizing and supporting the observance of Father’s Day.

**THEREFORE, IT IS HEREBY RESOLVED**, that the City Council of Jackson, Mississippi hereby recognizes and supports the observance of Father’s Day, 2024, as we wish for each father a Happy Father’s Day.

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

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

\* \* \* \* \*

There came on for Discussion Item No. 48:

**DISCUSSION: POTHOLE REPAIR PROGRAM:** President Banks stated said discussion would be tabled until a later date at the request of Council Member Hartley.

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**DISCUSSION: CONVENTION CENTER RFQ:** President Banks recognized Council Member Foote who requested an update on the RFQ for the Convention Center. President Banks recognized Jhai Keeton, Interim Director of Planning and Development, who stated the Statement of Qualifications (SOQ) went out April 16 and several responses were being vetted at this time and then an RFQ would be issued.

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**DISCUSSION: PRECINCT 1:** President Banks stated Precinct 1 was of dire need of some repairs and requested information on how and when those repairs could take place. President Banks recognized Chokwe Antar Lumumba, Mayor who stated the Administration was going to address those repairs soon with funds from the Siemens' settlement.

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**MONTHLY REPORT OF PRIVILEGE TAXES AS REQUIRED ACCORDING TO SECTION 27-17-501 OF THE MISSISSIPPI CODE ANNOTATED OF 1972.** President Banks stated that all City Council members had received the monthly financial report for review.

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The meeting was closed in memory of the following individuals:

- In Memory of Jerome Brown
- In Memory of Franklin Hood III
- In Memory of Scarlet B. Thomas
- In Memory Jonas Lee Pippens

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- Council Member Hartley announced the following:
  - Happy Father's Day to all fathers.

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There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Zoning Meeting at 2:30 p.m. on June 17, 2024. At 8:20 p.m., the Council stood adjourned.

**PREPARED BY:**

**APPROVED:**

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

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

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**BE IT REMEMBERED** that a Regular Zoning Meeting of the City Council of Jackson, Mississippi was convened in the Council Chambers in City Hall at 2:30 p.m. on June 17, 2024, being the third Monday of said month when and where the following things were had and done to wit:

Present: Council Members: Aaron Banks, Council President, Ward 6; Angelique Lee, Council Vice President, Ward 2 (via teleconference); Ashby Foote, Ward 1; Brian Grizzell, Ward and Virgi Lindsay, Ward 7 (via teleconference). Directors: Shanekia Mosley-Jordan, Clerk of Council; Sabrina Shelby, Chief Deputy Clerk of Council; Ester Ainsworth, Zoning Administrator and Carrie Johnson, Deputy City Attorney.

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

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

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**President Banks** recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4246, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

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

**ORDER GRANTING BRANDI CARTER A CONDITIONAL USE PERMIT TO ALLOW FOR THE OPERATION OF A LIQUOR STORE IN A NEIGHBORHOOD SHOPPING CENTER AND NOT IN COMBINATION WITH A CONVENIENCE TYPE GROCERY STORE OR SERVICE STATION WITHIN A C-2 (LIMITED) COMMERCIAL DISTRICT IN STE 102 A OF THE PROPERTY LOCATED AT 4465 I-55 NORTH (PARCEL: 437-298) CASE NO. 4246**

**WHEREAS**, Brandi Carter has filed a petition for a Use Permit to allow for a liquor store in a neighborhood shopping center and not in combination with a convenience type grocery store or service station within a C-2 (Limited) Commercial District in Ste A of the property located at 4465 I-55 North (Parcel: 437-298) in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

**WHEREAS**, the Jackson City Planning Board, after holding the required public hearing, has recommended approval of a Use Permit to allow for a liquor store in a neighborhood shopping center and not in combination with a convenience type grocery store or service station within a C-2 (Limited) Commercial District in Ste 102 A of the property located at 4465 I-55 North (Parcel: 437-298); and

**WHEREAS**, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, April 15, 2024 to consider said change, based upon the record of the case as developed before the Jackson City Planning Board; and

**WHEREAS**, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on March 7, 2024 and March 21, 2024 that a hearing had been held by the Jackson City Planning Board on March 27, 2024, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of the petitioned Use Permit within the existing C-2 (Limited) Commercial District of the City of Jackson; and

**WHEREAS**, the Jackson City Council, after having considered the matter, is of the opinion that the proposed use would be compatible with the character of development in the



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vicinity relative to density, bulk and intensity of structures, parking, and other uses and that a Use Permit be granted to allow for a liquor store in a neighborhood shopping center not in combination with a convenience type grocery store or service station within the existing C-2 (Limited) Commercial District of the City of Jackson.

**WHEREAS**, pursuant to Section 702.05.02 (14) of the City of Jackson Zoning Ordinance, use permits for liquor stores are issued to the owner of the liquor store rather than to the owner of the land; do not run with the land but will allow the store to remain at a specific location until such time as the ownership of the liquor store changes; and subsequent owners of a liquor store at this location must apply for and receive a new Use Permit.

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

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

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

Begin at an iron pin marking the intersection of. the South line of Spruce Street with the East line of St. Richards Drive; from said point of beginning run thence I South 89 degrees 56 minutes 24 seconds East along the South line of Spruce Street, a distance of 25.49 feet to an iron pin on the North line of Lot 8 of J.O. Trawick Estate Subdivision the map or plat of which is recorded in the Office of the Chancery Clerk of Hinds County, at Jackson, Mississippi in Plat Book 5, at Page 9; thence North 89 degrees 27 minutes 23 seconds East along the South line of said Spruce Street, a distance of 139.21 feet; thence North 0 degrees 05 minutes 33 seconds West, a distance of 24.82 feet to the center of a closed section of said Spruce Street; thence North 89 degrees 38 minutes 39 seconds East along the center of said closed section of Spruce Street, a distance of 204.06 feet to the present Westerly right-of-way line of Interstate Highway No. 55; thence Southerly along said Interstate Highway right-of- way line as follows: Southerly along an arc to the right having a radius of 3793.72 feet, a distance of 25.31 feet, said arc has a chord of South 9 degrees 54 minutes 15 seconds West, a distance of 25.31 feet 1 thence South 89 degrees 34 minutes 51 seconds West, a distance of 9.15 feet; thence Southerly along an arc to the right having a radius of 3784.72 feet, a distance of 57.08 feet, said arc has a chord of south 10 degrees 33 minutes 10 seconds West, a distance of 57.08 feet; thence South 50 degree 07 minutes 03 seconds East, a distance of 10.28 feet; thence Southerly along an arc to the right having a radius of 3793.72 feet, a distance of 146.6 feet, said arc has a chord of South 12 degrees 10 minutes 01 seconds West, a distance of 146.59 feet: thence Southerly along an arc to the right having a radius of 7613.44 feet, a distance of 76.78 feet, said arc has a chord of South 13 degrees 33 minutes 46 seconds West, a distance of 76.78 feet to the Northeasterly line of the Christ Lutheran Church property; thence North 56 degrees 24 minutes West along the Northeasterly line of the Christ Lutheran Church property, a distance of 416.56 feet to the Easterly line of St. Richards Drive; thence North 42 degrees 10 minutes East along the Easterly line of St. Richards Drive, a distance of 64.4 feet to the point of beginning, containing 69,294 square feet or 1.5908 acres; more or less.

be and is hereby modified so as to approve a Conditional Use Permit to allow for a liquor store in a neighborhood shopping center and not in combination with a convenience type grocery store or service station in Ste A of the property located at 4465 I-55 North (Parcel: 437-298) within a C-2 (Limited) Commercial District. The Use Permit shall be issued to the owner of the liquor store rather than to the owner of the land; shall not run with the land but will allow the store to remain at a specific location until such time as the ownership of the liquor store changes; and subsequent owners of a liquor store at this location must apply for and receive a new Use Permit, will be granted on an annual basis and remain in compliance with adopted Property Maintenance, Building, Fire, Law Enforcement and Zoning codes be maintained at all times. However, that before a Use Permit is issued for any structure to be erected or use thereof on the said property, the applicant must meet the requirements established through the Site Plan Review process.

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Council Member Grizzell moved adoption; Council Member Foote seconded.

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President Banks recognized Doug Price, the Applicant, who spoke in favor of a Use Permit to allow for a liquor store within a C-2 (Limited) Commercial District.

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There was no opposition from the public.

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

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

Note: Council Member Lindsay left the meeting during the discussion via teleconference.

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President Banks recognized Zoning Administrator Ester Ainsworth who provided the Council with a procedural history of Zoning Case No. 4255, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

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President Banks requested that the Clerk read the Order:

**ORDINANCE GRANTING ROWANOAK DEVELOPMENT, LLC A REZONING FROM C80-C2 (LIMITED) COMMERCIAL SUBDISTRICT TO C80-R4 (LIMITED) MULTI-FAMILY RESIDENTIAL SUBDISTRICT FOR THE PROPERTY LOCATED AT PARCEL #820-955 ON HIGHWAY 80 WEST TO ALLOW FOR THE CONSTRUCTION OF A MULTI-FAMILY APARTMENT COMPLEX. CASE NO. 4255.**

WHEREAS, Rowanoak Development, LLC has filed a petition to rezone the property located at Parcel #820-955 on Highway 80 W., in the City of Jackson, First Judicial District of Hinds County, Mississippi from C80-C2 (Limited) Commercial Subdistrict to C80-R4 (Limited) Multi-Family Residential Subdistrict to allow for the construction of a multi-family apartment complex; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has offered the recommendation to rezone the property from C80-C2 (Limited) Commercial Subdistrict to C80-R4 (Limited) Multi-Family Residential Subdistrict to allow for the construction of a multi-family apartment complex; and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, June 17, 2024 to consider said change based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on May 2, 2024 and May 16, 2024 that a hearing had been held by the Jackson City Planning Board on May 22, 2024, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board has offered the recommendation to rezone the above described property from C80-C2 (Limited) Commercial Subdistrict to C80-R4 (Limited) Multi-Family Residential Subdistrict to allow for the construction of a multi-family apartment complex; and

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

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

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

A certain lot or parcel of land in the Northwest Quarter of the Southeast Quarter (NW ¼ of SE¼) of Section 34, Township 6 North, Range I West, Hinds County, Mississippi, more particularly described by metes and bounds as follows, to wit:

Beginning at a point on the South right-of-way line of U.S. Highway No. 80 where said right-of-way line is intersected by the West line of the SE ¼ of Section 34, Township 6 North, Range I West, Hinds County, Mississippi, which point is 16 feet, more or less, South of the center of said Section 34; run thence South 60 degrees 45 minutes East along the South right-of-way line of U.S. Highway No. 90 parallel with and 100 feet measured at right angles from the center line of said U.S. Highway No. 80 for a distance of 660 feet; run thence South 567 feet to the North line of a public road; thence traversing said road, North 79 degrees West 484 feet; thence North 71 degrees 30 minutes West 107.5 feet to the West Line of the SE ¼ of Section 34; run thence North along the West line of the SE ¼ of said Section 34 for a distance of 763 feet to the point of beginning.

And being the same property described in instrument recorded in Book 7228 at Page 4295.

is hereby modified so as to approve the rezoning of the of the property located at Parcel #820-955 on Highway 80 W. from C80-C2 (Limited) Commercial Subdistrict to C80-R4 (Limited) Multi-Family Residential Subdistrict to allow for the construction of a multi-family apartment complex. However, that before for any structure is erected or use thereof on the said property, the applicant must meet the requirements established through the Site Plan Review process. The Zoning Administrator is ordered to note such change on the Official Zoning Map to the City of Jackson, Mississippi.

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

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

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

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There was no representative from the Applicant.

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There was no opposition from the public.

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

Yeas – Banks, Foote, Grizzell and Lee.

Nays – None.

Absent – Hartley, Lindsay and Stokes.

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

**REGULAR ZONING MEETING OF THE CITY COUNCIL  
MONDAY, JUNE 17, 2024 2:30 P.M.**

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

<u>CASE NO.</u>	<u>NAME</u>	<u>LOCATION</u>	<u>USE</u>	<u>GRANTED</u>
C-UP 3974 Ward 7	Trey Hester & Brez, LLC	839 S. State St.	Community Recreational Facility (Escape Room)	06/19/17
SE - 4054 Ward 7	JCD Urban Development	2034 W. McDowell Rd.	Recreational Community Facility	06/17/19
C-UP 4057 Ward 7	John B. Stanton, o/b/h of Jackon Brew, LLC	3100 Old Canton Road	Drive thru window for a coffee shop	06/17/19
C-UP 4128 Ward 2	Offtop Autoplex, LLC	5502 North State St.	Used Car Lot	06/21/21

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

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

Yeas – Banks, Foote, Grizzell and Lee.

Nays – None.

Absent – Hartley, Lindsay and Stokes.

\*\*\*\*\*

There being no further business to come before the City Council, it was unanimously voted to adjourn until the next Special Council Meeting to be held at 6:00 p.m. on Monday, June 17, 2024. At 2:54 p.m., the Council stood adjourned.

**PREPARED BY:**

**APPROVED:**

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

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

\*\*\*\*\*

**PUBLIC HEARING/SPECIAL MEETING OF THE CITY COUNCIL  
MONDAY, JUNE 17, 2024 6:00 P.M. 395**

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**BE IT REMEMBERED** that a Public Hearing/Special Meeting of the City Council of Jackson, Mississippi, was called by a majority of the City Council Members and notices having been placed by the Clerk of Council at 12:25 p.m. on Wednesday, June 12, 2024 in the Clerk of Council's Office, electronic notifications to all Council Members, on the City's website and on the public bulletin board in City Hall, relative to: (1) DISCUSSION: Redistricting. The meeting was convened in the Council Chambers located at 219 S. President Street at 6:00 p.m. on Monday, June 17, 2024 being the third Monday of said month, when and where the following things were had and done to wit:

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

Absent: Kenneth I. Stokes, Ward 3.

\* \* \* \* \*

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

\* \* \* \* \*

**President Banks** introduced the following individuals during the meeting:

- **In Memory of Lewis Ratliff**

\* \* \* \* \*

The following individuals provided public comments during the meeting:

- **Katie Coates** who expressed concerns about Redistricting in the City of Jackson.
- **Fran Bridges** who expressed concerns about Redistricting in the City of Jackson.
- **Danielle Holmes** who expressed about Redistricting in the City of Jackson.
- **Graftie McDaniels** who expressed about Redistricting in the City of Jackson.
- **Okolo Rashid** who expressed about Redistricting in the City of Jackson.
- **Frank Figgers** who expressed about Redistricting in the City of Jackson.
- **Amir Badat** who expressed about Redistricting in the City of Jackson.
- **Georgia Cohran** who expressed about Redistricting in the City of Jackson.
- **Tariq Abdul-Tawwab** who expressed about Redistricting in the City of Jackson.

\* \* \* \* \*

**President Banks** suggested a 10-minute recess which would allow the citizens time to review maps for redistricting. However, the citizens requested a delay in the process to obtain a better understanding of the process. **President Banks** informed citizens that the Municipal Clerk needed time to inform citizens of changes for voting purposes. **President Banks** also stated that he would contact CMPDD to see if shape files for the proposed maps of redistricting is available to the council and citizens.

\* \* \* \* \*

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 June 18, 2024. At 7:33 p.m., the Council stood adjourned.

**PREPARED BY:**

**APPROVED:**

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

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

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

**ATTEST:**

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

\*\*\*\*\*

# Adoption Of Ordinances





7



**ORDINANCE ACCEPTING THE VILLAGE AT LIVINGSTON PLACE,  
PHASE 1 AND AUTHORIZING THE MAYOR TO SIGN THE FINAL PLAT**

OFFICE OF THE CITY ATTORNEY  
J. B. WRIGHT  
CITY OF JACKSON, MISSISSIPPI

**WHEREAS**, the City Site Plan Review Committee previously approved the preliminary plat of The Village at Livingston Place, Phase 1; and

**WHEREAS**, The Village at Livingston Place, Phase 1, will include forty-six (46) residential lots; and

**WHEREAS**, the developer has now completed the required infrastructure improvements within and adjacent to the subdivision, and the Department of Public Works has conducted final inspection of all required improvements and determined that all work including punch list work has been completed, except the final wearing course and any necessary repairs during the one-year warranty period, for which the developer is posting a bond in the amount of \$54,000.00; and

**WHEREAS**, the Department of Public Works recommends that the City approve The Village at Livingston Place, Phase 1, and accept donation of the rights-of-way depicted on the final plat, pursuant to Sections 17-1-23 & -25 of the Mississippi Code of 1972, as amended.

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

**SECTION 1.** The Village at Livingston Place, Phase 1 subdivision is hereby accepted.

**SECTION 2.** The donation of street right-of-way as depicted on the final plat is hereby accepted.

**SECTION 3.** The Mayor is authorized to sign the final plat of The Village at Livingston Place, Phase 1 subdivision.

**SECTION 4.** The developer, VLP, LLC, shall post a bond in the amount of \$54,000.00 for the completion of the final wearing course and repairs during the one-year warranty period, which shall commence upon acceptance.

**SECTION 5.** This Ordinance shall be effective thirty (30) days after passage and after publication.

Agenda Item # 7  
July 2, 2024  
(Wright, Lumumba)

Department of Public Works



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

Chokwe A. Lumumba  
*Mayor of the City of Jackson*

## MEMORANDUM

**To:** Hon. Chokwe A. Lumumba  
**From:** Louis Wright, Chief Administrative Officer  
**Date:** June 7, 2024  
**Subject:** Agenda Item for City Council Meeting

Attached is an ordinance accepting The Villages at Livingston Place, Phase 1 subdivision and authorizing the Mayor to sign the final plat.

The new subdivision, located in Ward 3 off Livingston Road, consist of 46 residential lots. The Department of Public Works has conducted a final inspection of all improvements and determined that all work including punch list items has been completed. The developer VLP, LLC is posting a bond in the sum of \$54,000.00 to ensure the final wearing course on the subdivision streets is applied and to guarantee the completion of any necessary warranty work that may become necessary during the one-year warranty period.

The Department of Public Works recommends that this ordinance be adopted.

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

**June 7, 2024**  
DATE

<b>POINTS</b>		<b>COMMENTS</b>						
1.	<b>Brief Description/Purpose</b>	<b>ORDINANCE ACCEPTING THE VILLAGE AT LIVINGSTON PLACE, PHASE 1, AND AUTHORIZING THE MAYOR TO SIGN THE FINAL PLAT</b>						
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	4, 6, 7						
3.	<b>Who will be affected</b>	Future Property Owners within the Subdivision						
4.	<b>Benefits</b>	Completes the development and construction of the subdivision and records all lots, common areas, and easements.						
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>	Ward 3						
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>	Department of Public Works, Engineering Division						
8.	<b>COST</b>	N/A						
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b> <input type="checkbox"/></li> <li>▪ <b>Grant</b> <input type="checkbox"/></li> <li>▪ <b>Bond</b> <input type="checkbox"/></li> <li>▪ <b>Other</b> <input type="checkbox"/></li> </ul>	N/A						
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes ___	no ___	N/A	_____
		AABE	_____ %	WAIVER	yes ___	no ___	N/A	_____
		WBE	_____ %	WAIVER	yes ___	no ___	N/A	_____
		HBE	_____ %	WAIVER	yes ___	no ___	N/A	_____
		NABE	_____ %	WAIVER	yes ___	no ___	N/A	_____

Office of the City Attorney

455 East Capital Street  
Post Office Box 2799  
Jackson, Mississippi 39207-2799  
Telephone: (601) 960-1756  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
6/11/24

## OFFICE OF THE CITY ATTORNEY

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This **ORDINANCE ACCEPTING THE VILLAGE AT LIVINGSTON PLACE, PHASE 1 AND AUTHORIZING THE MAYOR TO SIGN THE FINAL PLAT** is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, CITY ATTORNEY



DATE

Sondra Moncure, *Special Assistant*



Terry Williamson, *Legal Counsel*



8





**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
REQUIRING SECURITY PERSONNEL AT BUSINESSES ASSOCIATED WITH  
VIOLENCE DURING HOURS OF OPERATION.**

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

**WHEREAS**, businesses are prevalent in the City of Jackson and several businesses have been the site of various violent crimes; and

**WHEREAS**, it is in the best interest of the citizens of the City of Jackson that an Ordinance be established requiring the presence of security personnel during the hours of operations.

**IT IS HEREBY ORDAINED** that the City Council of Jackson, Mississippi hereby requires the presence of security personnel during the hours of operations of all businesses that have been associated with violent crimes.

Agenda Item #  
July 2, 2024  
(Stokes)

8



# Regular Agenda



9



**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI PROVIDING  
FOR THE ELECTION OF COUNCIL PRESIDENT AND VICE PRESIDENT.  
(JACKSON CITY COUNCIL)**

**WHEREAS**, pursuant to Section 21-8-11 of the Mississippi Code of 1972, as amended, and Section 2-37 of the Jackson Code of Ordinances, the president and vice president of the Council serve at the will and pleasure of the City Council; and

**WHEREAS**, the City Council has determined that a new election should be held at this time.

**IT IS, THEREFORE, ORDERED** that the City Council by majority vote hereby elects \_\_\_\_\_ to serve as President of the City Council and \_\_\_\_\_ to serve as Vice President of the City Council.

Agenda Item # 9  
July 2, 2024  
(JACKSON CITY COUNCIL)





# Claims

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



*Handwritten signature: S. W. THE CITY PROGRESS*

VENDOR	CASH ACCOUNT	999	1100	REMI	PO	INVT	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
401770	9280-0366	QUEBEC INC		0000		INV	07/02/2024	1866			
		ACCOUNT DETAIL						LINE AMOUNT			
		1	18756520	6231				1,651.00			
		2	18756520	6231				7,949.00			
								<b>CHECK TOTAL</b>	<b>9,600.00</b>		
62177	A-1 LOCK & SAFE			0000		INV	07/02/2024	102548			
		ACCOUNT DETAIL						LINE AMOUNT			
		1	00550126	6299				106.00			
								<b>CHECK TOTAL</b>	<b>106.00</b>		
401890	ALEXIS H. WARNER			0000		INV	07/02/2024	001113089			
		ACCOUNT DETAIL						LINE AMOUNT			
		1	00550126	6419				99.00			
								<b>CHECK TOTAL</b>	<b>99.00</b>		
401890	ALEXIS H. WARNER			0000		INV	07/02/2024	001113073			
		ACCOUNT DETAIL						LINE AMOUNT			
		1	00550126	6419				99.00			
								<b>CHECK TOTAL</b>	<b>99.00</b>		
41630	ALOHA LOCK & KEY SHOP			0000		INV	07/02/2024	59429			
		ACCOUNT DETAIL						LINE AMOUNT			
		1	00144243	6317				189.00			
								<b>CHECK TOTAL</b>	<b>189.00</b>		
41630	ALOHA LOCK & KEY SHOP			0000		INV	07/02/2024	59427			
		ACCOUNT DETAIL						LINE AMOUNT			
		1	00145300	6461				8.70			
								<b>CHECK TOTAL</b>	<b>8.70</b>		
63332	AMERIMAC CHEMICAL COR			0000		INV	07/02/2024	24-9226			
		ACCOUNT DETAIL						LINE AMOUNT			
		1	001	1502				38,285.00			
								<b>CHECK TOTAL</b>	<b>38,285.00</b>		

Report generated: 08/27/2024 10:32:54  
 User: Pam Spain (pame)  
 Program ID: apwarrnt

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



VENDOR	CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
63332	AMERIMAC CHEMICAL COR	ACCOUNT DETAIL	1 001	0000	24000864	INV	07/02/2024	24-9236			
			1502			GENERAL F MAINTENAN		32,790.23			
								<b>LINE AMOUNT</b>			
								32,790.23			
								<b>CHECK TOTAL</b>			
									32,790.23		
63332	AMERIMAC CHEMICAL COR	ACCOUNT DETAIL	1 001	0000	24000883	INV	07/02/2024	24-9230			
						GENERAL F MAINTENAN		38,475.00			
								<b>LINE AMOUNT</b>			
								38,475.00			
								<b>CHECK TOTAL</b>			
									38,475.00		
30736	APAC MISS INC	ACCOUNT DETAIL	1 00145124	0000	6320	EFT	07/02/2024	4000177373			
						SBD - PAV ASPHALT-R		1,688.40			
								<b>LINE AMOUNT</b>			
								1,688.40			
								<b>CHECK TOTAL</b>			
									1,688.40		
30736	APAC MISS INC	ACCOUNT DETAIL	1 00145124	0000	6320	EFT	07/02/2024	4000178074			
						SBD - PAV ASPHALT-R		1,443.12			
								<b>LINE AMOUNT</b>			
								1,443.12			
								<b>CHECK TOTAL</b>			
									1,443.12		
1860	ARENDRER PLUMBING & HE	ACCOUNT DETAIL	1 00145300	0000	77240567	INV	07/02/2024	1040726			
						CARE & MA PLUMBING		16.66			
								<b>LINE AMOUNT</b>			
								16.66			
								<b>CHECK TOTAL</b>			
									16.66		
401246	ARTHUR V DAVIS	ACCOUNT DETAIL	1 00550126	0000	6419	INV	07/02/2024	001113060			
						ATHLETICS OTHER PRO		100.00			
								<b>LINE AMOUNT</b>			
								100.00			
								<b>CHECK TOTAL</b>			
									100.00		
20445	AT & T	ACCOUNT DETAIL	1 00490400	0000	6454	INV	07/02/2024	601M03-6209LINE2024			
						COMPUTER TELEPHONE		604,279.03			
								<b>LINE AMOUNT</b>			
								604,279.03			
								<b>CHECK TOTAL</b>			
									604,279.03		

Report generated: 06/27/2024 10:32:54  
 User: Pam Spann (pams)  
 Program ID: apwarrnt

# City of Jackson

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024

CASH ACCOUNT: 999 1100 POOLED CASH - AP DISBURSEMENTS  
 VENDOR: 72672 AT&T  
 REMIT PO TYPE DUE DATE INVOICE DATE AMOUNT VOUCHER CHECK

72672	AT&T	ACCOUNT DETAIL	1	00144220	6454	0000		INV	06/18/2024	0280052249		AMOUNT		
												2,507.94		

72672	AT&T	ACCOUNT DETAIL	1	00144220	6454	0000		INV	06/18/2024	287334458212X050520		AMOUNT		
												7,152.70		

72672	AT&T	ACCOUNT DETAIL	1	00144220	6454	0000		INV	06/18/2024	287324383223X0505202		AMOUNT		
												8,857.05		

20225	ATMOS ENERGY	ACCOUNT DETAIL	1	001	2358	0000		EFT	07/02/2024	3055960056043024		AMOUNT		
												18,554.86		

20225	ATMOS ENERGY	ACCOUNT DETAIL	1	001	2358	0000		EFT	07/02/2024	3055960056053124		AMOUNT		
												42,329.96		

20225	ATMOS ENERGY	ACCOUNT DETAIL	1	00144170	6453	0000		EFT	07/02/2024	3062805951052124		AMOUNT		
												570.66		

2522	BELL FENCE COMPANY	ACCOUNT DETAIL	1	00550126	6311	0000	24000824	INV	07/02/2024	92626		AMOUNT		
												1,899.04		

2522	BELL FENCE COMPANY	ACCOUNT DETAIL	1	00550126	6311	0000		INV	07/02/2024			AMOUNT		
												61,455.48		

Report generated: 08/27/2024 10:32:54  
 User: Pam Spann (pams)  
 Program ID: apwarrnt



# City of Jackson

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024

CASH ACCOUNT: 999 1100 POOLED CASH - AP DISBURSEMENTS

VENDOR	REMIT	PO	TYPE	DUPLICATE	DUPLICATE	DUPLICATE	DUPLICATE	DUPLICATE	DUPLICATE	DUPLICATE
402128	BETWEEN THE PINES DIS	0000	24000876	INV	07/02/2024	0000294	INVOICE	AMOUNT	VOUCHER	CHECK
<b>ACCOUNT DETAIL</b>										
1	40150130	6221	DFALIVING RECREATION							
2	40150130	6299	DFA-LIVING OTHER OPER					18,558.50		
3	40150130	6422	DFA-LIVING FREIGHT EX					931.72		
								100.00		
<b>LINE AMOUNT</b>										
<b>CHECK TOTAL</b>								19,590.22		

402148	BLUETEAM ROOFING, LLC	0000	77240582	INV	07/02/2024	24-00234R-1	CHECK TOTAL	19,590.22		
<b>ACCOUNT DETAIL</b>										
1	00145300	6461	CARE & MA BUILDINGS							
<b>LINE AMOUNT</b>								1,090.90		

402148	BLUETEAM ROOFING, LLC	0000	77240583	INV	07/02/2024	24-00559R-1F	CHECK TOTAL	1,090.90		
<b>ACCOUNT DETAIL</b>										
1	00145300	6461	CARE & MA BUILDINGS							
<b>LINE AMOUNT</b>								1,600.00		

402148	BLUETEAM ROOFING, LLC	0000	77240584	INV	07/02/2024	24-00684R-1F	CHECK TOTAL	1,600.00		
<b>ACCOUNT DETAIL</b>										
1	00145300	6461	CARE & MA BUILDINGS							
<b>LINE AMOUNT</b>								2,949.07		
<b>CHECK TOTAL</b>								5,639.97		

401728	BRADY INDUSTRIES LLC	0000	24000840	INV	07/02/2024	8943632	CHECK TOTAL	2,949.07		
<b>ACCOUNT DETAIL</b>										
1	001	1502	GENERAL F MAINTENAN							
<b>LINE AMOUNT</b>								2,437.80		

401728	BRADY INDUSTRIES LLC	0000	24000886	INV	07/02/2024	8962051	CHECK TOTAL	2,437.80		
<b>ACCOUNT DETAIL</b>										
1	00145125	6213	SBD - D CLEANING							
<b>LINE AMOUNT</b>								323.72		

401728	BRADY INDUSTRIES LLC	0000	77240539	INV	07/02/2024	8983212	CHECK TOTAL	323.72		
<b>ACCOUNT DETAIL</b>										
1	00145700	6213	CUSTODIAL CLEANING							
<b>LINE AMOUNT</b>								257.06		

401728	BRADY INDUSTRIES LLC	0000	77240607	INV	07/02/2024	8983314	CHECK TOTAL	257.06		
<b>ACCOUNT DETAIL</b>										
1	00145300	6311	CARE & MA BUILDING							
<b>LINE AMOUNT</b>								435.61		

Report generated: 06/27/2024 10:32:54  
 User: Pam Spann (pams)  
 Program ID: epwarnt





City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
DUE DATE: 07/02/2024

CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUPLICATE	DUPLICATE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
401269	BRIDGETT BROOKS	0000	EFT				07/02/2024	0022			
	ACCOUNT DETAIL										
	1 38550413 6419		FITLOT		OTHER PROF				585.00		
									<b>CHECK TOTAL</b>		<b>585.00</b>
401974	BROOKE NULL	0000	INV				07/02/2024	002			
	ACCOUNT DETAIL										
	1 00550110 6419		ADMIN PAR		OTHER PRO				200.00		
									<b>CHECK TOTAL</b>		<b>200.00</b>
401236	BUCHANAN REDMOND SR	0000	INV				07/02/2024	001113064			
	ACCOUNT DETAIL										
	1 00650126 6419		ATHLETICS		OTHER PRO				75.00		
									<b>CHECK TOTAL</b>		<b>75.00</b>
41229	BUDGET OFFICE FURNITU	0000	INV				07/02/2024	75349			
	ACCOUNT DETAIL										
	1 00144170 6246		FIRE STAT		OFFICE FUR				1,798.00		
									<b>CHECK TOTAL</b>		<b>1,798.00</b>
70053	BUSINESS & OFFICE KON	0000	EFT				07/02/2024	36962			
	ACCOUNT DETAIL										
	1 39049800 6218		ZOO PARK		OFFICE SUP				90.94		
									<b>CHECK TOTAL</b>		<b>90.94</b>
70053	BUSINESS & OFFICE KON	0000	EFT				07/02/2024	11157			
	ACCOUNT DETAIL										
	1 00550125 6246		PROGRAMMIOFFICE FUR						656.00		
									<b>CHECK TOTAL</b>		<b>656.00</b>
70053	BUSINESS & OFFICE KON	0000	EFT				07/02/2024	11158			
	ACCOUNT DETAIL										
	1 00550125 6299		PROGRAMMIOTHER OPE						499.98		
									<b>CHECK TOTAL</b>		<b>499.98</b>

Report generated: 08/27/2024 10:32:54  
User: Pam Spann (perms)  
Program ID: apwarrnt



**City of Jackson**  
**ACCOUNTS PAYABLE CHECK RUN REPORT**  
**Detail Invoice List**

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024

VENDOR	CASH/ACCT	999	1100	POOLED CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DUE DATE	INVOICE	CHECK TOTAL	AMOUNT	VOUCHER	CHECK
62468	CDW GOVERNMENT				0000	24000473	EFT	07/02/2024	PV49525				
	ACCOUNT DETAIL												
	1 18756520	6231				TRANSIT S	COMPUTER			836.96			
										<b>CHECK TOTAL</b>	<b>836.96</b>		
401184	CHARMAINE SMITH				0000		INV	07/02/2024	001113075				
	ACCOUNT DETAIL												
	1 00550126	6419				ATHLETICS	OTHER PRO			150.00			
										<b>CHECK TOTAL</b>	<b>150.00</b>		
401184	CHARMAINE SMITH				0000		INV	07/02/2024	001113086				
	ACCOUNT DETAIL												
	1 00550126	6419				ATHLETICS	OTHER PRO			150.00			
										<b>CHECK TOTAL</b>	<b>150.00</b>		
40789	CINTAS CORPORATION				0000	88240298	EFT	07/02/2024	5214706700				
	ACCOUNT DETAIL												
	1 00144120	6316				EMERGENCMOTOR	VEH			65.21			
										<b>CHECK TOTAL</b>	<b>450.00</b>		
40789	CINTAS CORPORATION				0000	88240299	EFT	07/02/2024	5216176863				
	ACCOUNT DETAIL												
	1 00144120	6316				EMERGENCMOTOR	VEH			43.91			
										<b>CHECK TOTAL</b>	<b>109.12</b>		
68276	CLARKE POWER SERVICES				0000	99240268	INV	07/02/2024	S108028987.01				
	ACCOUNT DETAIL												
	1 00145125	6316				SBD - D	MOTOR VEH			1,686.79			
										<b>CHECK TOTAL</b>	<b>1,686.79</b>		

Report generated: 06/27/2024 10:32:54  
 User: Pam Spann (pams)  
 Program ID: apwarrnt

City of Jackson

**ACCOUNTS PAYABLE CHECK RUN REPORT**

**Detail Invoice List**

CHECK RUN: CD070224      07/02/2024  
 DUE DATE: 07/02/2024

**CASH ACCOUNT: 999      1100      POOLED CASH - AP DISBURSEMENTS**

VENDOR	CLARKE POWER SERVICES	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
68276	CLARKE POWER SERVICES	0000	99240315	INV	07/02/2024	S108028970.01			
	<b>ACCOUNT DETAIL</b>								
	1 00145125 6316		SBD - D	MOTOR VEH			761.12		
							<b>CHECK TOTAL</b>		<b>2,447.91</b>
400018	CORDELL SPANN	0000		INV	07/02/2024	001113088			
	<b>ACCOUNT DETAIL</b>								
	1 00550126 6419		ATHLETICS	OTHER PRO			99.00		
							<b>CHECK TOTAL</b>		<b>99.00</b>
400018	CORDELL SPANN	0000		INV	07/02/2024	001113072			
	<b>ACCOUNT DETAIL</b>								
	1 00550126 6419		ATHLETICS	OTHER PRO			99.00		
							<b>CHECK TOTAL</b>		<b>99.00</b>
402117	CRAWFORD ELECTRIC SUP	0000	24000413	INV	07/02/2024	S012478768.001			
	<b>ACCOUNT DETAIL</b>								
	1 00550126 6315		ATHLETICS	ELECTRICA			1,415.30		
							<b>CHECK TOTAL</b>		<b>1,415.30</b>
60499	CROW BURLINGAME CO DB	0000	99240300	INV	07/02/2024	233-531998			
	<b>ACCOUNT DETAIL</b>								
	1 00144240 6316		OPERATION	MOTOR VEH			217.34		
							<b>CHECK TOTAL</b>		<b>217.34</b>
60499	CROW BURLINGAME CO DB	0000	99240300	INV	07/02/2024	233-531901			
	<b>ACCOUNT DETAIL</b>								
	1 00144240 6316		OPERATION	MOTOR VEH			32.70		
							<b>CHECK TOTAL</b>		<b>32.70</b>
60499	CROW BURLINGAME CO DB	0000	99240300	INV	07/02/2024	233-531881			
	<b>ACCOUNT DETAIL</b>								
	1 00144240 6316		OPERATION	MOTOR VEH			301.46		
							<b>CHECK TOTAL</b>		<b>301.46</b>
60499	CROW BURLINGAME CO DB	0000	99240300	INV	07/02/2024	233-531878			
	<b>ACCOUNT DETAIL</b>								
	1 00144240 6316		OPERATION	MOTOR VEH			191.74		
							<b>CHECK TOTAL</b>		<b>191.74</b>





# City of Jackson

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



VENDOR	CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1 00144240 6316	0000	99240300	INV	07/02/2024	233-531876	172.82		
						TRAFFIC S MOTOR VEH		LINE AMOUNT			
								172.82			
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1 00144240 6316	0000	99240300	INV	07/02/2024	233-531877	172.82		
						OPERATION MOTOR VEH		LINE AMOUNT			
								20.29			
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1 00144240 6316	0000	99240300	INV	07/02/2024	233-531808	20.29		
						OPERATION MOTOR VEH		LINE AMOUNT			
								34.85			
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1 00144240 6316	0000	99240300	INV	07/02/2024	233-531761	34.85		
						OPERATION MOTOR VEH		LINE AMOUNT			
								392.08			
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1 00144240 6316	0000	99240300	INV	07/02/2024	233-531607	392.08		
						OPERATION MOTOR VEH		LINE AMOUNT			
								428.45			
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1 00145300 6316	0000	99240300	INV	07/02/2024	233-531634	428.45		
						CARE & MA MOTOR VEH		LINE AMOUNT			
								144.67			
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1 00144240 6316	0000	99240300	INV	07/02/2024	233-531544	144.67		
						OPERATION MOTOR VEH		LINE AMOUNT			
								68.35			
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1 00144240 6316	0000	99240300	INV	07/02/2024	233-531475	68.35		
						OPERATION MOTOR VEH		LINE AMOUNT			
								309.96			
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1 00144240 6316	0000	99240300	INV	07/02/2024	233-531449	309.96		
						OPERATION MOTOR VEH		LINE AMOUNT			
								256.26			
								256.26			

Report generated: 08/27/2024 10:32:54  
 User: Pam Spann (pams)  
 Program ID: apwarrrt

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



VENDOR	CASH ACCOUNT	999	1100	POOLED CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1	00144240 6316	0000	99240300	INV	07/02/2024	233-531454	8.81		
									LINE AMOUNT			
										8.81		
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1	00144240 6316	0000	99240300	INV	07/02/2024	233-531453	21.98		
									LINE AMOUNT			
										21.98		
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1	00144240 6316	0000	99240300	INV	07/02/2024	233-532033	365.82		
									LINE AMOUNT			
										365.82		
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1	00145125 6316	0000	99240300	INV	07/02/2024	233-533205	130.48		
									LINE AMOUNT			
										130.48		
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1	00144240 6316	0000	99240300	INV	07/02/2024	233-533125	21.98		
									LINE AMOUNT			
										21.98		
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1	00144240 6316	0000	99240300	INV	07/02/2024	233-533190	50.22		
									LINE AMOUNT			
										50.22		
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1	00144240 6316	0000	99240300	INV	07/02/2024	233-533124	108.08		
									LINE AMOUNT			
										108.08		
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1	00144240 6316	0000	99240300	INV	07/02/2024	233-533198	115.82		
									LINE AMOUNT			
										115.82		
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1	00144240 6316	0000	99240300	INV	07/02/2024	233-533195	332.10		
									LINE AMOUNT			
										332.10		

Report generated: 08/27/2024 10:32:54  
 User: Pam Spann (pams)  
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# City of Jackson

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024

CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS					
VENDOR	REMIT	PO	TYPE	DUPLICATE	DUPLICATE	DUPLICATE	DUPLICATE	DUPLICATE	DUPLICATE
60499	CROW BURLINGAME CO DB	0000	99240300	INV	07/02/2024	233-533052	LINE AMOUNT	AMOUNT	VOUCHER
	ACCOUNT DETAIL								CHECK
	1 00144240 6316						424.34		
60499	CROW BURLINGAME CO DB	0000	99240300	INV	07/02/2024	233-533088	LINE AMOUNT	424.34	
	ACCOUNT DETAIL								
	1 00144240 6316						32.70		
60499	CROW BURLINGAME CO DB	0000	99240300	INV	07/02/2024	233-532860	LINE AMOUNT	32.70	
	ACCOUNT DETAIL								
	1 00144240 6316						465.02		
60499	CROW BURLINGAME CO DB	0000	99240300	INV	07/02/2024	233-532732	LINE AMOUNT	465.02	
	ACCOUNT DETAIL								
	1 00145610 6316						16.88		
60499	CROW BURLINGAME CO DB	0000	99240300	INV	07/02/2024	233-532665	LINE AMOUNT	16.88	
	ACCOUNT DETAIL								
	1 00140410 6316						32.70		
60499	CROW BURLINGAME CO DB	0000	99240300	INV	07/02/2024	233-532659	LINE AMOUNT	32.70	
	ACCOUNT DETAIL								
	1 00144240 6316						32.70		
60499	CROW BURLINGAME CO DB	0000	99240300	INV	07/02/2024	233-532627	LINE AMOUNT	32.70	
	ACCOUNT DETAIL								
	1 00144240 6316						161.95		
60499	CROW BURLINGAME CO DB	0000	99240186	INV	07/02/2024	233-532609	LINE AMOUNT	161.95	
	ACCOUNT DETAIL								
	1 00144240 6316						32.70		
60499	CROW BURLINGAME CO DB	0000	99240186	INV	07/02/2024	233-532343	LINE AMOUNT	32.70	
	ACCOUNT DETAIL								
	1 00144240 6316						32.70		





City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
DUE DATE: 07/02/2024

CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS					
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
60499	CROW BURLINGAME CO DB	0000	99240186	INV	07/02/2024	233-532341			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316		OPERATION MOTOR VEH			32.70			
60499	CROW BURLINGAME CO DB	0000	99240186	INV	07/02/2024	233-532527			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145125 6316		SBD - D MOTOR VEH			16.88			
60499	CROW BURLINGAME CO DB	0000	99240186	INV	07/02/2024	233-532528			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316		OPERATION MOTOR VEH			24.89			
60499	CROW BURLINGAME CO DB	0000	99240186	INV	07/02/2024	233-532524			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00140410 6316		PLANNING MOTOR VEH			84.33			
60499	CROW BURLINGAME CO DB	0000	99240186	INV	07/02/2024	233-532504			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316		OPERATION MOTOR VEH			21.48			
60499	CROW BURLINGAME CO DB	0000	99240186	INV	07/02/2024	233-532521			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00140410 6316		PLANNING MOTOR VEH			32.70			
60499	CROW BURLINGAME CO DB	0000	99240186	INV	07/02/2024	233-532358			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316		OPERATION MOTOR VEH			180.40			
60499	CROW BURLINGAME CO DB	0000	99240186	INV	07/02/2024	233-532304			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316		OPERATION MOTOR VEH			365.88			
60499	CROW BURLINGAME CO DB	0000	99240186	INV	07/02/2024	233-532245			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145125 6316		SBD - D MOTOR VEH			16.88			

# City of Jackson

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



VENDOR	CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1 00144240 6316	0000	99240186	INV	07/02/2024	233-532045	18.59		
								LINE AMOUNT			
									18.59		
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1 00550410 6316	0000	99240186	INV	07/02/2024	233-532182	48.77		
								LINE AMOUNT			
									48.77		
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1 00144240 6316	0000	99240186	INV	07/02/2024	233-532113	155.80		
								LINE AMOUNT			
									155.80		
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1 00144240 6316	0000	99240186	INV	07/02/2024	233-532044	18.59		
								LINE AMOUNT			
									18.59		
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1 00144240 6316	0000	99240186	INV	07/02/2024	233-532526	505.40		
								LINE AMOUNT			
									505.40		
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1 00144240 6316	0000	99240186	INV	07/02/2024	233-536182	396.18		
								LINE AMOUNT			
									396.18		
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1 00144240 6316	0000	99240186	INV	07/02/2024	233-536208	88.57		
								LINE AMOUNT			
									88.57		
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1 00144240 6316	0000	99240186	INV	07/02/2024	233-536091	236.77		
								LINE AMOUNT			
									236.77		
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1 00144240 6316	0000	99240186	INV	07/02/2024	233-536037	216.80		
								LINE AMOUNT			
									216.80		

Report generated: 06/27/2024 10:32:54  
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 Program ID: apwemrnt

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS				VOUCHER		CHECK	
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT					
60499	CROW BURLINGAME CO DB	0000	INV	07/02/2024	233-536032						
	ACCOUNT DETAIL										
	1 00144240 6316		OPERATION MOTOR VEH		LINE AMOUNT	97.54					
60499	CROW BURLINGAME CO DB	0000	INV	07/02/2024	233-535584						
	ACCOUNT DETAIL										
	1 00950610 6316		LANDFILL MOTOR VEH		LINE AMOUNT	266.50					
60499	CROW BURLINGAME CO DB	0000	INV	07/02/2024	233-535648						
	ACCOUNT DETAIL										
	1 00144240 6316		OPERATION MOTOR VEH		LINE AMOUNT	36.90					
60499	CROW BURLINGAME CO DB	0000	INV	07/02/2024	233-535578						
	ACCOUNT DETAIL										
	1 00144240 6316		OPERATION MOTOR VEH		LINE AMOUNT	436.26					
60499	CROW BURLINGAME CO DB	0000	INV	07/02/2024	233-534156						
	ACCOUNT DETAIL										
	1 00144240 6316		OPERATION MOTOR VEH		LINE AMOUNT	32.70					
60499	CROW BURLINGAME CO DB	0000	INV	07/02/2024	233-534059						
	ACCOUNT DETAIL										
	1 00144240 6316		OPERATION MOTOR VEH		LINE AMOUNT	32.70					
60499	CROW BURLINGAME CO DB	0000	INV	07/02/2024	233-533989						
	ACCOUNT DETAIL										
	1 00144240 6316		OPERATION MOTOR VEH		LINE AMOUNT	97.76					
60499	CROW BURLINGAME CO DB	0000	INV	07/02/2024	233-533897						
	ACCOUNT DETAIL										
	1 00144240 6316		OPERATION MOTOR VEH		LINE AMOUNT	136.32					
60499	CROW BURLINGAME CO DB	0000	INV	07/02/2024	233-533885						
	ACCOUNT DETAIL										
	1 00144240 6316		OPERATION MOTOR VEH		LINE AMOUNT	32.70					

Report generated: 08/27/2024 10:32:54  
 User: Pam Spann (pams)  
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# City of Jackson

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS					
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
60499	CROW BURLINGAME CO DB	0000	INV	07/02/2024	233-533843				
	ACCOUNT DETAIL								
	1 00144240 6316		OPERATION MOTOR VEH		LINE AMOUNT	554.30			
60499	CROW BURLINGAME CO DB	0000	INV	07/02/2024	233-533839				
	ACCOUNT DETAIL								
	1 00144240 6316		OPERATION MOTOR VEH		LINE AMOUNT	35.16			
60499	CROW BURLINGAME CO DB	0000	INV	07/02/2024	233-533405				
	ACCOUNT DETAIL								
	1 00145300 6316		CARE & MA MOTOR VEH		LINE AMOUNT	597.18			
60499	CROW BURLINGAME CO DB	0000	INV	07/02/2024	233-533506				
	ACCOUNT DETAIL								
	1 00144240 6316		OPERATION MOTOR VEH		LINE AMOUNT	155.79			
60499	CROW BURLINGAME CO DB	0000	INV	07/02/2024	233-533696				
	ACCOUNT DETAIL								
	1 00144240 6316		OPERATION MOTOR VEH		LINE AMOUNT	72.77			
60499	CROW BURLINGAME CO DB	0000	INV	07/02/2024	233-533704				
	ACCOUNT DETAIL								
	1 00144240 6316		OPERATION MOTOR VEH		LINE AMOUNT	420.06			
60499	CROW BURLINGAME CO DB	0000	INV	07/02/2024	233-533450				
	ACCOUNT DETAIL								
	1 00144240 6316		OPERATION MOTOR VEH		LINE AMOUNT	321.05			
60499	CROW BURLINGAME CO DB	0000	INV	07/02/2024	233-533470				
	ACCOUNT DETAIL								
	1 00144240 6316		OPERATION MOTOR VEH		LINE AMOUNT	136.32			
60499	CROW BURLINGAME CO DB	0000	INV	07/02/2024	233-533466				
	ACCOUNT DETAIL								
	1 00144240 6316		OPERATION MOTOR VEH		LINE AMOUNT	272.15			

# City of Jackson

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024

VENDOR	CASH/ACCT	999	1100	POOLED/CASH	AP/DISBURSEMENT	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1 00144240 6316	0000	99240191	INV	07/02/2024	233-533431	LINE AMOUNT	36.90			
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1 00144240 6316	0000	99240191	INV	07/02/2024	233-533345	LINE AMOUNT	36.90			
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1 00144240 6316	0000	99240191	INV	07/02/2024	233-533359	LINE AMOUNT	17.52			
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1 00144240 6316	0000	99240191	INV	07/02/2024	233-533344	LINE AMOUNT	475.92			
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1 00144240 6316	0000	99240191	INV	07/02/2024	233-533360	LINE AMOUNT	130.37			
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1 00144240 6316	0000	99240191	INV	07/02/2024	233-533337	LINE AMOUNT	79.32			
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1 00144240 6316	0000	99240191	INV	07/02/2024	233-533307	LINE AMOUNT	48.62			
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1 00145124 6316	0000	99240191	INV	07/02/2024	233-533258	LINE AMOUNT	287.00			
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1 00144240 6316	0000	99240191	INV	07/02/2024	233-533286	LINE AMOUNT	16.88			
60499	CROW BURLINGAME CO DB	ACCOUNT DETAIL	1 00144240 6316	0000	99240191	INV	07/02/2024	233-533286	LINE AMOUNT	855.62			



Report generated: 06/27/2024 10:32:54  
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**City of Jackson**

**ACCOUNTS PAYABLE CHECK RUN REPORT**

**Detail Invoice List**

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024

CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS		INVOICE		AMOUNT		VOUCHER		CHECK	
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK					
60499	CROW BURLINGAME CO DB	0000	99240191	INV	07/02/2024	233-532831							
	ACCOUNT DETAIL												
	1 00144240 6316		OPERATION MOTOR VEH			16.88							
60499	CROW BURLINGAME CO DB	0000	99240191	INV	07/02/2024	233-534239							
	ACCOUNT DETAIL												
	1 00145610 6316		VEHICLE M MOTOR VEH			44.00							
						16.88							
						44.00							
						13,162.75							
71998	CSPIRE BUSINESS SOLUT	0000	INV	06/04/2024	3000491989042024								
	ACCOUNT DETAIL												
	1 00140440 6455		RENTAL&RECELLULAR P			472.09							
	2 00142630 6455		BUSINESS CELLULAR P			448.24							
	3 00144470 6455		COMMUNITYCELLULAR P			185.21							
						1,105.54							
						1,105.54							
401662	DELAGE LANDEN FINANCI	0000	INV	07/02/2024	82753990								
	ACCOUNT DETAIL												
	1 18756620 6514		TRANSIT S RENTAL OF			485.00							
						485.00							
						485.00							
59323	DELTA MUFFLER & EXHAU	0000	99240213	INV	07/02/2024	3151							
	ACCOUNT DETAIL												
	1 00144240 6316		OPERATION MOTOR VEH			1,078.89							
						1,078.89							
59323	DELTA MUFFLER & EXHAU	0000	99240213	INV	07/02/2024	3138							
	ACCOUNT DETAIL												
	1 00144240 6316		OPERATION MOTOR VEH			89.95							
						89.95							
59323	DELTA MUFFLER & EXHAU	0000	99240213	INV	07/02/2024	3136							
	ACCOUNT DETAIL												
	1 00144240 6316		OPERATION MOTOR VEH			89.95							
						89.95							

Report generated: 06/27/2024 10:32:54  
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# City of Jackson

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



VENDOR	CASH ACCOUNT:	999	1100	POOLLED CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
59323	DELTA MUFFLER & EXHAU	ACCOUNT DETAIL	1	00144240 6316	OPERATION MOTOR VEH	99240213	INV	07/02/2024	3133			
59323	DELTA MUFFLER & EXHAU	ACCOUNT DETAIL	1	00144240 6316	OPERATION MOTOR VEH	99240213	INV	07/02/2024	3132			
59323	DELTA MUFFLER & EXHAU	ACCOUNT DETAIL	1	00144240 6316	OPERATION MOTOR VEH	99240213	INV	07/02/2024	3122			
59323	DELTA MUFFLER & EXHAU	ACCOUNT DETAIL	1	00144240 6316	OPERATION MOTOR VEH	99240213	INV	07/02/2024	3114			
59412	DEVINEY EQUIPMENT	ACCOUNT DETAIL	1	00550410 6316	PARKS - M MOTOR VEH	99240118	INV	07/02/2024	WO59283			

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# City of Jackson

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024

CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS		INVOICE		AMOUNT		VOUCHER		CHECK	
VENDOR	REMIT	PO	TYPE	DUE DATE	CHECK TOTAL	CHECK TOTAL	AMOUNT						
401192	DWIGHT B TAYLOR		INV	07/02/2024	001113067	2,978.02							
	ACCOUNT DETAIL												
	1 00550126 6419		ATHLETICS OTHER PRO			75.00							
							75.00						
							75.00						
401889	EDWARD LAVEL JOHNSON		INV	07/02/2024	00113085								
	ACCOUNT DETAIL												
	1 00550126 6419		ATHLETICS OTHER PRO			75.00							
							75.00						
							75.00						
401889	EDWARD LAVEL JOHNSON		INV	07/02/2024	00113063								
	ACCOUNT DETAIL												
	1 00550126 6419		ATHLETICS OTHER PRO			150.00							
							150.00						
							225.00						
20377	ENTERGY		INV	07/02/2024	17774720042524								
	ACCOUNT DETAIL												
	1 00550430 6451		PARKS-GO ELECTRIC L			208.82							
							208.82						
							208.82						
20377	ENTERGY		INV	07/02/2024	16009169060324								
	ACCOUNT DETAIL												
	1 00144170 6451		FIRE STAT ELECTRIC L			879.49							
							879.49						
							879.49						
20377	ENTERGY		INV	07/02/2024	16008930060324								
	ACCOUNT DETAIL												
	1 00145400 6451		STREET LI ELECTRIC L			124.53							
							124.53						
							124.53						
20377	ENTERGY		INV	07/02/2024	116302142060324								
	ACCOUNT DETAIL												
	1 00140610 6451		INFORMATI ELECTRIC L			2.68							
							2.68						
							2.68						
20377	ENTERGY		INV	07/02/2024	19582154053124								
	ACCOUNT DETAIL												
	1 00145300 6451		CARE & MA ELECTRIC L			7,891.14							
							7,891.14						
							7,891.14						



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CDD070224 07/02/2024  
DUE DATE: 07/02/2024

CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS			
VENDOR	REMIT	PO	TYPE	DUEDATE	INVOICE	AMOUNT	CHECK
20377	ENTERGY		INV	07/02/2024	9337663060324		
	ACCOUNT DETAIL				LINE AMOUNT		
	1 00550410 6451				116.29		
20377	ENTERGY		INV	07/02/2024	17775545060324		
	ACCOUNT DETAIL				LINE AMOUNT		
	1 00550140 6451				252.92		
20377	ENTERGY		INV	07/02/2024	164129603060324		
	ACCOUNT DETAIL				LINE AMOUNT		
	1 00144820 6451				76.22		
20377	ENTERGY		INV	07/02/2024	17947599060324		
	ACCOUNT DETAIL				LINE AMOUNT		
	1 00550410 6451				182.20		
20377	ENTERGY		INV	07/02/2024	19585900053124		
	ACCOUNT DETAIL				LINE AMOUNT		
	1 00144170 6451				5,260.98		
20377	ENTERGY		INV	07/02/2024	17446949053024		
	ACCOUNT DETAIL				LINE AMOUNT		
	1 00145400 6451				353,754.42		
20377	ENTERGY		INV	07/02/2024	16009516060324		
	ACCOUNT DETAIL				LINE AMOUNT		
	1 00143300 6451				748.69		
20377	ENTERGY		INV	07/02/2024	48262943053124		
	ACCOUNT DETAIL				LINE AMOUNT		
	1 00144220 6451				15,996.73		
20377	ENTERGY		INV	07/02/2024	19786045060324		
	ACCOUNT DETAIL				LINE AMOUNT		
	1 00550180 6451				307.51		

Report generated: 06/27/2024 10:32:54  
User: Pam Spann (pams)  
Program ID: apwarrnt

City of Jackson

**ACCOUNTS PAYABLE CHECK RUN REPORT**

**Detail Invoice List**

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS		INVOICE		AMOUNT	VOUCHER	CHECK
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
20377	ENERGY	0000	INV	07/02/2024	178551347060324	129.94				
	ACCOUNT DETAIL				LINE AMOUNT	129.94				
	1 00144820 6451		TRAFFIC S ELECTRIC L							
20377	ENERGY	0000	INV	07/02/2024	181026964060324	72.96				
	ACCOUNT DETAIL				LINE AMOUNT	72.96				
	1 00144820 6451		TRAFFIC S ELECTRIC L							
20377	ENERGY	0000	INV	07/02/2024	158546556060724	95.55				
	ACCOUNT DETAIL				LINE AMOUNT	95.55				
	1 00144820 6451		TRAFFIC S ELECTRIC L							
20377	ENERGY	0000	INV	07/02/2024	1585465598060724	142.72				
	ACCOUNT DETAIL				LINE AMOUNT	142.72				
	1 00144820 6451		TRAFFIC S ELECTRIC L							
20377	ENERGY	0000	INV	07/02/2024	16745341060724	781.69				
	ACCOUNT DETAIL				LINE AMOUNT	781.69				
	1 00144170 6451		FIRE STAT ELECTRIC L							
20377	ENERGY	0000	INV	07/02/2024	172103681060724	96.98				
	ACCOUNT DETAIL				LINE AMOUNT	96.98				
	1 00144820 6451		TRAFFIC S ELECTRIC L							
20377	ENERGY	0000	INV	07/02/2024	172196158060724	87.16				
	ACCOUNT DETAIL				LINE AMOUNT	87.16				
	1 00144820 6451		TRAFFIC S ELECTRIC L							
20377	ENERGY	0000	INV	07/02/2024	165831546060724	98.90				
	ACCOUNT DETAIL				LINE AMOUNT	98.90				
	1 00145400 6451		STREET LI ELECTRIC L							
20377	ENERGY	0000	INV	07/02/2024	131410417060724	64.51				
	ACCOUNT DETAIL				LINE AMOUNT	64.51				
	1 00144820 6451		TRAFFIC S ELECTRIC L							

Report generated: 06/27/2024 10:32:54  
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City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD07/0224 07/02/2024  
 DUE DATE: 07/02/2024



CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS		INVOICE		AMOUNT	VOUCHER	CHECK
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT				
20377	ENTERGY		INV	07/02/2024	73797880060724					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 00144820 6451				49.11					
20377	ENTERGY		INV	07/02/2024	18624445060724					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 00149100 6451				364.21					
20377	ENTERGY		INV	07/02/2024	115118317060724					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 00145400 6451				48.82					
20377	ENTERGY		INV	07/02/2024	187303441060724					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 00144220 6451				32.62					
20377	ENTERGY		INV	07/02/2024	116434705060724					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 00144820 6451				156.05					
20377	ENTERGY		INV	07/02/2024	158546531060724					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 00144820 6451				82.66					
20377	ENTERGY		INV	06/09/2024	171330426060624					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 00144220 6451				134.01					
20377	ENTERGY		INV	07/02/2024	196457337060424					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 00144820 6451				43.42					
20377	ENTERGY		INV	07/02/2024	116302175060424					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 00140610 6451				30.47					

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



VENDOR	CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
20377	ENTERGY	ACACCOUNT DETAIL	1 00140610 6451	0000		INV	07/02/2024	116302167060424 LINE AMOUNT	30.47		
20377	ENTERGY	ACACCOUNT DETAIL	1 00144820 6451	0000		INV	07/02/2024	65342321060424 LINE AMOUNT	53.44		
20377	ENTERGY	ACACCOUNT DETAIL	1 00144170 6451	0000		INV	07/02/2024	18027375060424 LINE AMOUNT	783.91		
20377	ENTERGY	ACACCOUNT DETAIL	1 00144820 6451	0000		INV	07/02/2024	196457345060424 LINE AMOUNT	592.08		
20377	ENTERGY	ACACCOUNT DETAIL	1 00144820 6451	0000		INV	07/02/2024	116547753060524 LINE AMOUNT	39.40		
20377	ENTERGY	ACACCOUNT DETAIL	1 00144820 6451	0000		INV	07/02/2024	116507302060624 LINE AMOUNT	57.28		
20377	ENTERGY	ACACCOUNT DETAIL	1 00550480 6451	0000		INV	07/02/2024	19833508060624 LINE AMOUNT	563.35		
20377	ENTERGY	ACACCOUNT DETAIL	1 00144820 6451	0000		INV	07/02/2024	180094971060624 LINE AMOUNT	82.71		

Report generated: 08/27/2024 10:32:54  
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 Program ID: apwarrnt

# City of Jackson

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS		INVOICE		AMOUNT		VOUCHER		CHECK	
VENDOR	REMIT	PO	TYPE	DUPLICATE	DUPLICATE	DUPLICATE	DUPLICATE	DUPLICATE	DUPLICATE	DUPLICATE	DUPLICATE	DUPLICATE	DUPLICATE
20377	ENTERGY		INV				18546085060624						
	ACCOUNT DETAIL						LINE AMOUNT						
	1 00550460 6451												
20377	ENTERGY		INV				18546333060624						
	ACCOUNT DETAIL						LINE AMOUNT						
	1 00550460 6451												
20377	ENTERGY		INV				16667834060624						
	ACCOUNT DETAIL						LINE AMOUNT						
	1 00550410 6451												
20377	ENTERGY		INV				16745614060624						
	ACCOUNT DETAIL						LINE AMOUNT						
	1 00145400 6451												
20377	ENTERGY		INV				16745846060624						
	ACCOUNT DETAIL						LINE AMOUNT						
	1 00550460 6451												
20377	ENTERGY		INV				16746083060624						
	ACCOUNT DETAIL						LINE AMOUNT						
	1 00144310 6451												
20377	ENTERGY		INV				167464406060624						
	ACCOUNT DETAIL						LINE AMOUNT						
	1 00550140 6451												
20377	ENTERGY		INV				126131630060624						
	ACCOUNT DETAIL						LINE AMOUNT						
	1 00144820 6451												
20377	ENTERGY		INV				54771464060624						
	ACCOUNT DETAIL						LINE AMOUNT						
	1 00145400 6451												

Report generated: 08/27/2024 10:32:54  
 User: Pam Spann (pams)  
 Program ID: apwarrt



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



VENDOR	CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
20377	ENERGY			0000		INV	07/02/2024	19499318080624			
	ACCOUNT DETAIL							LINE AMOUNT	42.65		
		1	00550410 6451			PARKS - M ELECTRIC L					
20377	ENERGY			0000		INV	07/02/2024	120758562060624			
	ACCOUNT DETAIL							LINE AMOUNT	59.43		
		1	00144820 6451			TRAFFIC S ELECTRIC L					
20377	ENERGY			0000		INV	07/02/2024	19825918050324			
	ACCOUNT DETAIL							LINE AMOUNT	87.72		
		1	00144820 6451			TRAFFIC S ELECTRIC L					
20377	ENERGY			0000		INV	07/02/2024	14886974051724			
	ACCOUNT DETAIL							LINE AMOUNT	1,175.47		
		1	00550125 6451			PROGRAM/ELECTRIC L					
20377	ENERGY			0000		INV	07/02/2024	19731207121523			
	ACCOUNT DETAIL							LINE AMOUNT	417.88		
		1	00143300 6451			SPECIAL P ELECTRIC L					
400114	ENVIRONMENTAL ANALYTI			0000		INV	06/18/2024	24052405			
	ACCOUNT DETAIL							LINE AMOUNT	56.00		
		1	00144470 6446			COMMUNITY CONTRACT					
400114	ENVIRONMENTAL ANALYTI			0000		INV	06/18/2024	24052406			
	ACCOUNT DETAIL							LINE AMOUNT	48.00		
		1	00144470 6446			COMMUNITY CONTRACT					
400114	ENVIRONMENTAL ANALYTI			0000		INV	06/18/2024	24052407			
	ACCOUNT DETAIL							LINE AMOUNT	16.00		
		1	00144470 6446			COMMUNITY CONTRACT					
400114	ENVIRONMENTAL ANALYTI			0000		INV	06/18/2024	24052408			
	ACCOUNT DETAIL							LINE AMOUNT	72.00		
		1	00144470 6446			COMMUNITY CONTRACT					
								CHECK TOTAL	395,826.96		
									417.88		
									1,175.47		
									87.72		
									59.43		
									42.65		
									42.65		
									56.00		
									56.00		
									48.00		
									48.00		
									16.00		
									16.00		
									72.00		
									72.00		

Report generated: 06/27/2024 10:32:54  
 User: Pam Spann (pams)  
 Program ID: apvamt

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD07/0224 07/02/2024  
 DUE DATE: 07/02/2024



CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS					
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
400114 ENVIRONMENTAL ANALYTI	0000		INV	06/18/2024	24053010				
ACACCOUNT DETAIL									
1 00144470 6446									
			COMMUNITYCONTRACT			32.00			
400114 ENVIRONMENTAL ANALYTI	0000		INV	06/18/2024	24053009				
ACACCOUNT DETAIL									
1 00144470 6446									
			COMMUNITYCONTRACT			32.00			
400114 ENVIRONMENTAL ANALYTI	0000		INV	06/18/2024	24053008				
ACACCOUNT DETAIL									
1 00144470 6446									
			COMMUNITYCONTRACT			40.00			
400114 ENVIRONMENTAL ANALYTI	0000		INV	06/18/2024	24060407				
ACACCOUNT DETAIL									
1 00144470 6446									
			COMMUNITYCONTRACT			24.00			
400114 ENVIRONMENTAL ANALYTI	0000		INV	06/18/2024	24060408				
ACACCOUNT DETAIL									
1 00144470 6446									
			COMMUNITYCONTRACT			40.00			
400114 ENVIRONMENTAL ANALYTI	0000		INV	06/18/2024	24060406				
ACACCOUNT DETAIL									
1 00144470 6446									
			COMMUNITYCONTRACT			32.00			
401944 FANNIE MOMAN	0000		INV	07/02/2024	001113080				
ACACCOUNT DETAIL									
1 00550126 6419									
			ATHLETICS OTHER PRO			66.00			
401944 FANNIE MOMAN	0000		INV	07/02/2024	001113070				
ACACCOUNT DETAIL									
1 00550126 6419									
			ATHLETICS OTHER PRO			33.00			
						99.00			

Report generated: 06/27/2024 10:32:54  
 User: Pam Spann (pams)  
 Program ID: apwarrnt

# City of Jackson

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



**CASH/ACCOUNT: 999 1100 POOLED CASH - AP DISBURSEMENTS**

VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
6286 FEDEX	0000		INV	07/02/2024	9-674-60353			
ACCOUNT DETAIL								
1 18758520 6422			TRANSIT S FREIGHT E			61.81		
69876 FISHER BROWN BOTTRELL	0000		INV	07/02/2024	108563			
ACCOUNT DETAIL								
1 37145190 6541			COVID-19 INSURANCE			673.00		
69876 FISHER BROWN BOTTRELL	0000		INV	07/02/2024	109465			
ACCOUNT DETAIL								
1 37145190 6541			COVID-19 INSURANCE			673.00		
69876 FISHER BROWN BOTTRELL	0000		INV	07/02/2024	109466			
ACCOUNT DETAIL								
1 37145190 6541			COVID-19 INSURANCE			6,725.00		
69876 FISHER BROWN BOTTRELL	0000		INV	07/02/2024	113501			
ACCOUNT DETAIL								
1 37145190 6541			COVID-19 INSURANCE			6,725.00		
69876 FISHER BROWN BOTTRELL	0000		INV	07/02/2024	113508			
ACCOUNT DETAIL								
1 37145190 6541			COVID-19 INSURANCE			538.00		
69876 FISHER BROWN BOTTRELL	0000		INV	07/02/2024	120149			
ACCOUNT DETAIL								
1 37145190 6541			COVID-19 INSURANCE			269.00		
69876 FISHER BROWN BOTTRELL	0000		INV	07/02/2024	123023			
ACCOUNT DETAIL								
1 37145190 6541			COVID-19 INSURANCE			690.00		
69876 FISHER BROWN BOTTRELL	0000		INV	07/02/2024	123025			
ACCOUNT DETAIL								
1 37145190 6541			COVID-19 INSURANCE			6,900.00		

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



CASH ACCOUNT: 999 1100 POOLED CASH - AP DISBURSEMENTS

VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
6442 FISHER FIRE EXTINGUIS	0000		INV	07/02/2024	86800			
ACCOUNT DETAIL								
1 00550160 6419			SUMMER ENOTHER PRO			50.00		
								50.00
								CHECK TOTAL
						29,420.00		
48050 FLEETCOR TECHNOLOGIES	0000		INV	07/02/2024	NP66635601			
ACCOUNT DETAIL								
1 001 2390			GENERAL F DUE TO FUE			48,840.73		
								48,840.73
								CHECK TOTAL
								42,967.19
								91,807.92
402205 Ford plumbing and gas	0001		INV	07/02/2024	I-5852-2			
ACCOUNT DETAIL								
1 00143600 6317			SMITH ROB OTHER REP			3,685.78		
								3,685.78
								CHECK TOTAL
								3,685.78
63860 G & G ENTERPRISES	0000		EFT	07/02/2024	2024-1706			
ACCOUNT DETAIL								
1 00145700 6213			CUSTODIAL CLEANING			4,950.00		
								4,950.00
								CHECK TOTAL
								850.00
63860 G & G ENTERPRISES	0000		EFT	07/02/2024	2024-2006			
ACCOUNT DETAIL								
1 00145300 6317			CARE & MA OTHER REP			850.00		
								850.00
								CHECK TOTAL
								5,800.00
402136 GANNETT MEDIA CORP	0000		EFT	06/18/2024	9857423			
ACCOUNT DETAIL								
1 00142630 6444			BUSINESS LEGAL ADS			145.80		
								145.80
								CHECK TOTAL
								145.80

Report generated: 08/27/2024 10:32:54  
 User: Pam Spain (pams)  
 Program ID: apwarrml

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



VENDOR	CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
402136	GANNETT MEDIA CORP	ACCOUNT DETAIL	0000	EFT		05/30/2024	9790847				
		1 00142630	6444	BUSINESS	LEGAL ADS			505.40			
								LINE AMOUNT	505.40		
								CHECK TOTAL	505.40		
402136	GANNETT MEDIA CORP	ACCOUNT DETAIL	0000	EFT		06/18/2024	9577203				
		1 18756520	6444	TRANSIT S	LEGAL ADS			969.60			
								LINE AMOUNT	969.60		
								CHECK TOTAL	1,620.80		
71764	GARLINGTON HALLER VEN	ACCOUNT DETAIL	0000	EFT		07/02/2024	11162				
		1 05755897	6419	EMPLOYEE	OTHER PRO			29,500.00			
								LINE AMOUNT	29,500.00		
								CHECK TOTAL	29,500.00		
402043	GIBCO ENVIRONMENTAL	ACCOUNT DETAIL	0000	INV		07/02/2024	3495-FN				
		1 08582410	6419	DEMOLITIO	OTHER PRO			26,400.00			
								LINE AMOUNT	26,400.00		
								CHECK TOTAL	26,400.00		
400052	GRAINGER	ACCOUNT DETAIL	0000	INV		07/02/2024	9081036330				
		1 18756520	6218	TRANSIT S	OFFICE SU			67.68			
								LINE AMOUNT	67.68		
								CHECK TOTAL	67.68		
53638	HALL'S TOWING SERVICE	ACCOUNT DETAIL	0000	EFT		07/02/2024	489372				
		1 00144220	6465	SUPPORT S	AUTO + TR			562.30			
								LINE AMOUNT	562.30		
								CHECK TOTAL	562.30		
53638	HALL'S TOWING SERVICE	ACCOUNT DETAIL	0000	EFT		07/02/2024	491053				
		1 00144220	6465	SUPPORT S	AUTO + TR			76.54			
								LINE AMOUNT	76.54		
								CHECK TOTAL	76.54		



# City of Jackson

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
DUE DATE: 07/02/2024

CASH/ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS			INVOICE		AMOUNT		VOUCHER CHECK	
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT				
53638	HALL'S TOWING SERVICE	0000	EFT	07/02/2024	491847					
	ACCOUNT DETAIL									
	1 00144220 6465		SUPPORT S AUTO + TR		LINE AMOUNT	127.40				
53638	HALL'S TOWING SERVICE	0000	EFT	07/02/2024	491926					
	ACCOUNT DETAIL									
	1 00144220 6465		SUPPORT S AUTO + TR		LINE AMOUNT	127.38				
53638	HALL'S TOWING SERVICE	0000	EFT	07/02/2024	492453					
	ACCOUNT DETAIL									
	1 00144220 6465		SUPPORT S AUTO + TR		LINE AMOUNT	127.36				
53638	HALL'S TOWING SERVICE	0000	EFT	07/02/2024	492679					
	ACCOUNT DETAIL									
	1 00144220 6465		SUPPORT S AUTO + TR		LINE AMOUNT	137.30				
53638	HALL'S TOWING SERVICE	0000	EFT	07/02/2024	492497					
	ACCOUNT DETAIL									
	1 00144220 6465		SUPPORT S AUTO + TR		LINE AMOUNT	127.29				
53638	HALL'S TOWING SERVICE	0000	EFT	07/02/2024	492973					
	ACCOUNT DETAIL									
	1 00144220 6465		SUPPORT S AUTO + TR		LINE AMOUNT	127.25				
53638	HALL'S TOWING SERVICE	0000	EFT	07/02/2024	493087					
	ACCOUNT DETAIL									
	1 00144220 6465		SUPPORT S AUTO + TR		LINE AMOUNT	127.22				
53638	HALL'S TOWING SERVICE	0000	EFT	07/02/2024	493090					
	ACCOUNT DETAIL									
	1 00144220 6465		SUPPORT S AUTO + TR		LINE AMOUNT	127.22				
53638	HALL'S TOWING SERVICE	0000	EFT	07/02/2024	492790					
	ACCOUNT DETAIL									
	1 00144220 6465		SUPPORT S AUTO + TR		LINE AMOUNT	127.21				

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



VENDOR	CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
53638	HALL'S TOWING SERVICE	ACCOUNT DETAIL	1	00144220	6465	0000	07/02/2024	493458	127.19		
								LINE AMOUNT			
									127.19		
53638	HALL'S TOWING SERVICE	ACCOUNT DETAIL	1	00144220	6465	0000	07/02/2024	493474	127.16		
								LINE AMOUNT			
									127.16		
53638	HALL'S TOWING SERVICE	ACCOUNT DETAIL	1	00144220	6465	0000	07/02/2024	493606	127.14		
								LINE AMOUNT			
									127.14		
53638	HALL'S TOWING SERVICE	ACCOUNT DETAIL	1	00144220	6465	0000	07/02/2024	493811	127.13		
								LINE AMOUNT			
									127.13		
53638	HALL'S TOWING SERVICE	ACCOUNT DETAIL	1	00144220	6465	0000	07/02/2024	493545	127.10		
								LINE AMOUNT			
									127.10		
53638	HALL'S TOWING SERVICE	ACCOUNT DETAIL	1	00144220	6465	0000	07/02/2024	494008	355.83		
								LINE AMOUNT			
									355.83		
53638	HALL'S TOWING SERVICE	ACCOUNT DETAIL	1	00144220	6465	0000	07/02/2024	493966	127.08		
								LINE AMOUNT			
									127.08		
53638	HALL'S TOWING SERVICE	ACCOUNT DETAIL	1	00144220	6465	0000	07/02/2024	493648	127.08		
								LINE AMOUNT			
									127.08		
53638	HALL'S TOWING SERVICE	ACCOUNT DETAIL	1	00144220	6465	0000	07/02/2024	493649	127.08		
								LINE AMOUNT			
									127.08		

Report generated: 06/27/2024 10:32:54  
 User: Pam Spann (pams)  
 Program ID: apwarnt



# City of Jackson

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

CHECK RUN: CD0070224 07/02/2024  
DUE DATE: 07/02/2024

VENDOR	ACCOUNT	AMOUNT	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
53638	HALL'S TOWING SERVICE ACCOUNT DETAIL	152.48	0000		EFT	07/02/2024	494113			
	1 00144220 6465						LINE AMOUNT	152.48		
53638	HALL'S TOWING SERVICE ACCOUNT DETAIL	127.07	0000		EFT	07/02/2024	493879			
	1 00144220 6465						LINE AMOUNT	127.07		
53638	HALL'S TOWING SERVICE ACCOUNT DETAIL	482.78	0000		EFT	07/02/2024	494210			
	1 00144220 6465						LINE AMOUNT	482.78		
53638	HALL'S TOWING SERVICE ACCOUNT DETAIL	127.03	0000		EFT	07/02/2024	494404			
	1 00144220 6465						LINE AMOUNT	127.03		
53638	HALL'S TOWING SERVICE ACCOUNT DETAIL	127.00	0000		EFT	07/02/2024	494427			
	1 00144220 6465						LINE AMOUNT	127.00		
53638	HALL'S TOWING SERVICE ACCOUNT DETAIL	126.89	0000		EFT	07/02/2024	494818			
	1 00144220 6465						LINE AMOUNT	126.89		
53638	HALL'S TOWING SERVICE ACCOUNT DETAIL	126.81	0000		EFT	07/02/2024	494946			
	1 00144220 6465						LINE AMOUNT	126.81		
53638	HALL'S TOWING SERVICE ACCOUNT DETAIL	126.89	0000		EFT	07/02/2024	495638			
	1 00144220 6465						LINE AMOUNT	126.89		





# City of Jackson

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
DUE DATE: 07/02/2024

CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS		AMOUNT		VOUCHER CHECK	
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
53638 HALL'S TOWING SERVICE ACCOUNT DETAIL	0000		EFT	07/02/2024	49674				
1 00144220 6465						126.62			
53638 HALL'S TOWING SERVICE ACCOUNT DETAIL	0000		EFT	07/02/2024	496578				
1 00144220 6465						45.58			
53638 HALL'S TOWING SERVICE ACCOUNT DETAIL	0000		EFT	07/02/2024	499708				
1 00144220 6465						45.42			
					<b>CHECK TOTAL</b>	<b>45.42</b>			<b>45.42</b>
67421 HANCOCK BANK ACCOUNT DETAIL	0000		INV	07/02/2024	05302024				
1 00550460 6619						6,667.42			
2 00550460 6612						72.60			
					<b>CHECK TOTAL</b>	<b>6,740.02</b>			<b>6,740.02</b>
401185 HERBERT DIXON ACCOUNT DETAIL	0000		INV	07/02/2024	001113087				
1 00550126 6419						33.00			
401185 HERBERT DIXON ACCOUNT DETAIL	0000		INV	07/02/2024	001113068				
1 00550126 6419						99.00			
					<b>CHECK TOTAL</b>	<b>99.00</b>			<b>99.00</b>
61055 HICKS TOWING SERVICE ACCOUNT DETAIL	0000		INV	06/18/2024	24-05-04903				
1 00144220 6465						100.00			
					<b>CHECK TOTAL</b>	<b>100.00</b>			<b>100.00</b>

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



CASH/ACCGOUNT		999	1100	POOLED CASH - AP DISBURSEMENTS			INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR	20518	HINDS COUNTY BD OF SU	ACCOUNT DETAIL	REMIT	FO	TYPE	DUE DATE	1790		
		1	37844281 6760	0000		INV	07/02/2024	11,663.00		
								11,663.00		
								<b>CHECK TOTAL</b>		<b>11,663.00</b>
68345		HOME DEPOT COMMERCIAL	ACCOUNT DETAIL	0000	77240604	INV	07/02/2024	4972010		
		1	00145300 6461					50.94		
								<b>CHECK TOTAL</b>		<b>50.94</b>
68345		HOME DEPOT COMMERCIAL	ACCOUNT DETAIL	0000	77240605	INV	07/02/2024	2972097		
		1	00145300 6461					8.97		
								<b>CHECK TOTAL</b>		<b>8.97</b>
68345		HOME DEPOT COMMERCIAL	ACCOUNT DETAIL	0000	77240397	INV	07/02/2024	8972250		
		1	00145300 6461					129.12		
								<b>CHECK TOTAL</b>		<b>129.12</b>
68345		HOME DEPOT COMMERCIAL	ACCOUNT DETAIL	0000	77240606	INV	07/02/2024	1972160		
		1	00145300 6461					505.94		
								<b>CHECK TOTAL</b>		<b>505.94</b>
401703		INSIGHT GROUP LLC (PR	ACCOUNT DETAIL	0000		EFT	06/04/2024	000048		
		1	00144244 6512					2,000.00		
								<b>CHECK TOTAL</b>		<b>2,000.00</b>
46458		JACKSON HINDS LIBRARY	ACCOUNT DETAIL	0000		EFT	07/02/2024	06142024-1		
		1	39954000 6742					162,250.66		
								<b>CHECK TOTAL</b>		<b>162,250.66</b>



# City of Jackson

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
DUE DATE: 07/02/2024

CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS					
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
73375 JACKSON MAC HAIK F LT	0000	24000828	INV	07/02/2024	3132430				
<b>ACCOUNT DETAIL</b>									
1 00144240 6316			OPERATION MOTOR VEH		LINE AMOUNT	1,829.96			
73375 JACKSON MAC HAIK F LT	0000	99240272	INV	07/02/2024	3131905				
<b>ACCOUNT DETAIL</b>									
1 00950610 6316			LANDFILL MOTOR VEH		LINE AMOUNT	950.31			
73375 JACKSON MAC HAIK F LT	0000	99240272	INV	07/02/2024	3132938				
<b>ACCOUNT DETAIL</b>									
1 00144820 6316			TRAFFIC S MOTOR VEH		LINE AMOUNT	38.61			
73375 JACKSON MAC HAIK F LT	0000	99240272	INV	07/02/2024	3132958				
<b>ACCOUNT DETAIL</b>									
1 00144240 6316			OPERATION MOTOR VEH		LINE AMOUNT	348.85			
73375 JACKSON MAC HAIK F LT	0000	99240272	INV	07/02/2024	3132972				
<b>ACCOUNT DETAIL</b>									
1 00144240 6316			OPERATION MOTOR VEH		LINE AMOUNT	321.00			
73375 JACKSON MAC HAIK F LT	0000	99240272	INV	07/02/2024	3132961				
<b>ACCOUNT DETAIL</b>									
1 00144240 6316			OPERATION MOTOR VEH		LINE AMOUNT	33.75			
73375 JACKSON MAC HAIK F LT	0000	99240272	INV	07/02/2024	3132915				
<b>ACCOUNT DETAIL</b>									
1 00145124 6316			SBD - PAV MOTOR VEH		LINE AMOUNT	228.78			
73375 JACKSON MAC HAIK F LT	0000	99240272	INV	07/02/2024	3132907				
<b>ACCOUNT DETAIL</b>									
1 00144240 6316			OPERATION MOTOR VEH		LINE AMOUNT	77.33			
73375 JACKSON MAC HAIK F LT	0000	99240272	INV	07/02/2024	3132892				
<b>ACCOUNT DETAIL</b>									
1 00144240 6316			OPERATION MOTOR VEH		LINE AMOUNT	589.76			

Report generated: 08/27/2024 10:32:54  
User: Pam Spann (pams)  
Program ID: apwamt

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS				AMOUNT		VOUCHER		CHECK	
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT							
73375	JACKSON MAC HAIK F LT	0000	99240272	INV	07/02/2024	3132764							
	ACCOUNT DETAIL												
	1 00144240 6316		OPERATION MOTOR VEH			LINE AMOUNT	734.80						
73375	JACKSON MAC HAIK F LT	0000	99240272	INV	07/02/2024	3132763							
	ACCOUNT DETAIL												
	1 00145125 6316		SBD - D MOTOR VEH			LINE AMOUNT	45.49						
73375	JACKSON MAC HAIK F LT	0000	99240272	INV	07/02/2024	3132762							
	ACCOUNT DETAIL												
	1 00145125 6316		SBD - D MOTOR VEH			LINE AMOUNT	58.49						
73375	JACKSON MAC HAIK F LT	0000	99240272	INV	07/02/2024	3132761							
	ACCOUNT DETAIL												
	1 00145125 6316		SBD - D MOTOR VEH			LINE AMOUNT	45.49						
73375	JACKSON MAC HAIK F LT	0000	99240272	INV	07/02/2024	3132806							
	ACCOUNT DETAIL												
	1 00145125 6316		SBD - D MOTOR VEH			LINE AMOUNT	76.69						
73375	JACKSON MAC HAIK F LT	0000	99240272	INV	07/02/2024	3132675							
	ACCOUNT DETAIL												
	1 00145124 6316		SBD - PAV MOTOR VEH			LINE AMOUNT	77.97						
73375	JACKSON MAC HAIK F LT	0000	99240272	INV	07/02/2024	3132808							
	ACCOUNT DETAIL												
	1 00145125 6316		SBD - D MOTOR VEH			LINE AMOUNT	50.69						
73375	JACKSON MAC HAIK F LT	0000	99240272	INV	07/02/2024	3132671							
	ACCOUNT DETAIL												
	1 00144240 6316		OPERATION MOTOR VEH			LINE AMOUNT	168.75						
73375	JACKSON MAC HAIK F LT	0000	99240272	INV	07/02/2024	3132688							
	ACCOUNT DETAIL												
	1 39049800 6316		ZOO PARK MOTOR VEH			LINE AMOUNT	178.50						

# City of Jackson

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



**CASH ACCOUNT: 999 1100 Pooled Cash - AP Disbursements**

VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
73375 JACKSON MAC HAIK F LT ACCOUNT DETAIL	0000	99240272	INV	07/02/2024	3132670			
1 00144240 6316			OPERATION MOTOR VEH			86.77		
					LINE AMOUNT			
					CHECK TOTAL	86.77		
73375 JACKSON MAC HAIK F LT ACCOUNT DETAIL	0000	99240272	INV	07/02/2024	3132705			
1 00950610 6316			LANDFILL MOTOR VEH			457.56		
					LINE AMOUNT			
					CHECK TOTAL	457.56		
73375 JACKSON MAC HAIK F LT ACCOUNT DETAIL	0000	99240272	INV	07/02/2024	3131689			
1 00145300 6316			CARE & MA MOTOR VEH			111.67		
					LINE AMOUNT			
					CHECK TOTAL	111.67		
73375 JACKSON MAC HAIK F LT ACCOUNT DETAIL	0000	99240272	INV	07/02/2024	3132529			
1 00145610 6316			VEHICLE M MOTOR VEH			20.85		
					LINE AMOUNT			
					CHECK TOTAL	20.85		
59940 JACKSON MEDICAL MALL ACCOUNT DETAIL	0000		EFT	07/02/2024	2024-438			
1 00141300 6419			PERSONNEL OTHER PRO			300.00		
					LINE AMOUNT			
					CHECK TOTAL	300.00		
71757 JACKSON MEDICAL MALL ACCOUNT DETAIL	0000		INV	06/18/2024	2024-804			
1 12592030 6419			TITLE III OTHER PRO			26,667.00		
					LINE AMOUNT			
					CHECK TOTAL	26,667.00		
9200 JACKSON PAPER CO ACCOUNT DETAIL	0000	24000841	INV	07/02/2024	1382186			
1 001 1502			GENERAL F MAINTENAN			907.60		
					LINE AMOUNT			
					CHECK TOTAL	907.60		
9200 JACKSON PAPER CO ACCOUNT DETAIL	0000	24000834	INV	07/02/2024	1382849			
1 001 1502			GENERAL F MAINTENAN			2,754.00		
					LINE AMOUNT			
					CHECK TOTAL	2,754.00		

Report generated: 08/27/2024 10:32:54  
 User: Pam Spann (pams)  
 Program ID: apwamtl



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
DUE DATE: 07/02/2024

CASH ACCOUNT: 999 1100

POOLED CASH - AP DISBURSEMENTS

VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9200 JACKSON PAPER CO	0000	77240576	INV	07/02/2024	1382618			
ACCOUNT DETAIL								
1 00145700 8213			CUSTODIAL CLEANING			3,565.36		
						<b>CHECK TOTAL</b>		<b>3,565.36</b>
66525 JACKSON REDEVELOPMENT	0000		INV	07/02/2024	04302024			
ACCOUNT DETAIL								
1 00142300 6419			REDEVELOP OTHER PRO			7,206.25		
2 00142300 6514			REDEVELOP RENTAL OF			333.70		
3 00142300 6444			REDEVELOP LEGAL ADS			150.00		
4 00142300 6443			REDEVELOP DUES, MEM.			225.00		
5 00142350 8419			JRA-NORTH OTHER PRO			108.00		
						<b>CHECK TOTAL</b>		<b>7,228.96</b>
66525 JACKSON REDEVELOPMENT	0000		INV	07/02/2024	04302424A			
ACCOUNT DETAIL								
1 00142350 8414			JRA-NORTH SPECIAL L			1,945.00		
2 00142300 6414			REDEVELOP SPECIAL L			7,683.50		
						<b>CHECK TOTAL</b>		<b>9,628.50</b>
66525 JACKSON REDEVELOPMENT	0000		INV	07/02/2024	05312024			
ACCOUNT DETAIL								
1 00142300 6419			REDEVELOP OTHER PRO			6,121.26		
2 00142300 6514			REDEVELOP RENTAL OF			355.48		
						<b>CHECK TOTAL</b>		<b>6,476.74</b>
66525 JACKSON REDEVELOPMENT	0000		INV	07/02/2024	05312024A			
ACCOUNT DETAIL								
1 00142300 6414			REDEVELOP SPECIAL L			1,085.00		
						<b>CHECK TOTAL</b>		<b>25,213.19</b>
9387 JACKSON SUPPLY CO	0000	77240536	INV	06/18/2024	S6334157.001			
ACCOUNT DETAIL								
1 00143600 6317			SMITH ROB OTHER REP			776.83		
						<b>CHECK TOTAL</b>		<b>776.83</b>
9387 JACKSON SUPPLY CO	0000	77240590	INV	07/02/2024	S6349627.001			
ACCOUNT DETAIL								
1 00145300 6461			CARE & MA BUILDINGS			26.63		
						<b>CHECK TOTAL</b>		<b>26.63</b>

Report generated: 06/27/2024 10:32:54  
User: Pam Spain (pams)  
Program ID: apwarml



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
DUE DATE: 07/02/2024

VENDOR	CASH ACCOUNT	999	1100	POOLED CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9387	JACKSON SUPPLY CO				0000	77240593	INV	07/02/2024	S6351467.001			
	ACCOUNT DETAIL											
	1	00145300	6461	CARE & MA BUILDINGS						27.57		
9387	JACKSON SUPPLY CO				0000	77240602	INV	07/02/2024	S6356549.002			
	ACCOUNT DETAIL											
	1	00550140	6299	TENNIS CO OTHER OPE						733.15		
										733.15		
										1,564.18		
402090	JACKSON-NORTH STATE,				0000		EFT	07/02/2024	820			
	ACCOUNT DETAIL											
	1	00141300	6612	PERSONNEL INTEREST						9,057.29		
	2	30044346	6612	P.A./G.A. INTEREST						9,057.29		
	3	00143300	6612	SPECIAL P INTEREST						11,550.58		
	4	00550110	6612	ADMIN PAR INTEREST						6,564.01		
	5	00141300	6463	PERSONNEL IMPROVEMEN						833.34		
	6	00550110	6463	ADMIN PAR IMPROVEMEN						833.33		
										37,895.84		
										37,895.84		
401614	JAMES AND ASSOCIATES				0000		EFT	06/24/2024	# 8			
	ACCOUNT DETAIL											
	1	39140193	6419	ARPA21GG OTHER PROF						60,000.00		
										60,000.00		
										60,000.00		
										60,000.00		
401245	JAMES E SMITH				0000		INV	07/02/2024	001113065			
	ACCOUNT DETAIL											
	1	00550126	6419	ATHLETICS OTHER PRO						75.00		
										75.00		
										75.00		
										75.00		
401195	JAMYE TERRELL HORTON				0000		INV	07/02/2024	001113079			
	ACCOUNT DETAIL											
	1	00550126	6419	ATHLETICS OTHER PRO						66.00		
										66.00		
										66.00		

Report generated: 06/27/2024 10:32:54  
User: Pam Spann (pams)  
Program ID: apwarrnt



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024

VENDOR	ACCOUNT	1000	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
401195	JAMYE TERRELL HORTON		0000		INV	07/02/2024	001113069			
	ACCOUNT DETAIL									
		1	00550126	6419	ATHLETICS OTHER PRO			33.00		
								33.00		
								99.00		
402213	JEMARIO RUGLEY		0000		INV	07/02/2024	001113078			
	ACCOUNT DETAIL									
		1	00550126	6419	ATHLETICS OTHER PRO			150.00		
								150.00		
								150.00		
71125	JENKINS AUTOMOTIVES		0000		EFT	07/02/2024	994			
	ACCOUNT DETAIL									
		1	00144240	6316	OPERATION MOTOR VEH			332.50		
								332.50		
								375.00		
71125	JENKINS AUTOMOTIVES		0000		EFT	07/02/2024	993			
	ACCOUNT DETAIL									
		1	00144240	6316	OPERATION MOTOR VEH			237.50		
								237.50		
								375.00		
71125	JENKINS AUTOMOTIVES		0000		EFT	07/02/2024	992			
	ACCOUNT DETAIL									
		1	00144240	6316	OPERATION MOTOR VEH			332.50		
								332.50		
								332.50		
71125	JENKINS AUTOMOTIVES		0000		EFT	07/02/2024	991			
	ACCOUNT DETAIL									
		1	00141140	6316	OFFICE OF MOTOR VEH			150.00		
								150.00		
								150.00		
71125	JENKINS AUTOMOTIVES		0000		EFT	07/02/2024	990			
	ACCOUNT DETAIL									
		1	00144240	6316	OPERATION MOTOR VEH			47.50		
								47.50		

Report generated: 06/27/2024 10:32:54  
 User: Pam Spann (pams)  
 Program ID: apwarnt



# City of Jackson

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS		INVOICE		AMOUNT		VOUCHER		CHECK	
VENDOR	71125	JENKINS AUTOMOTIVES	0000	REMIT PO	99240312	TYPE	EFT	DUE DATE	996	INVOICE	AMOUNT	VOUCHER	CHECK
ACCOUNT DETAIL													
	1	00144240	6316	OPERATION MOTOR VEH				07/02/2024		996	2,100.00		
				CHECK TOTAL							2,100.00		
53714		JOHNSTONE SUPPLY OF J	0000	77240555		INV		06/18/2024		654-S5924984.001	372.41		
ACCOUNT DETAIL													
	1	18756510	6461	JATRAM-OP BUILDINGS							372.41		
				CHECK TOTAL							372.41		
53714		JOHNSTONE SUPPLY OF J	0000	77240597		INV		07/02/2024		654-S5931245.001	1,280.97		
ACCOUNT DETAIL													
	1	00145300	6317	CARE & MA OTHER REP							1,280.97		
				CHECK TOTAL							1,653.38		
401190		JOSHAUNDA WADE	0000			INV		07/02/2024		001113081	132.00		
ACCOUNT DETAIL													
	1	00550126	6419	ATHLETICS OTHER PRO							132.00		
				CHECK TOTAL							132.00		
9783		KEY CONSTRUCTORS INC	0000			INV		07/02/2024		15	18,020.00		
ACCOUNT DETAIL													
	1	17345190	6824	1% ENG CAPIMPROVEMEN							18,020.00		
				CHECK TOTAL							18,020.00		
65846		KEYSTONE AUTO INDUS I	0000	99240311		INV		07/02/2024		JAJ30150	513.00		
ACCOUNT DETAIL													
	1	00144240	6316	OPERATION MOTOR VEH							513.00		
				CHECK TOTAL							513.00		
73186		KIRK AUTO WORLD INC	0000	24000601		INV		07/02/2024		D4831	42,188.00		
ACCOUNT DETAIL													
	1	00144240	6868	OPERATION AUTOMOBIL							42,188.00		
				CHECK TOTAL							42,188.00		

Report generated: 06/27/2024 10:32:54  
 User: Pam Spann (pams)  
 Program ID: apwarrnl

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



CASH ACCOUNT: 999 1100

POOLED CASH - AP DISBURSEMENTS

VENDOR: 73186 KIRK AUTO WORLD INC  
 REMIT: 0000 PO: 24000601 TYPE: INV DUE DATE: 07/02/2024 INVOICE: D4832 AMOUNT: 42,188.00 VOUCHER: CHECK

ACCOUNT DETAIL

1 00144240 6868

OPERATION AUTOMOBIL

LINE AMOUNT  
42,188.00

73186

KIRK AUTO WORLD INC  
 ACCOUNT DETAIL

1 00144240 6868

OPERATION AUTOMOBIL

LINE AMOUNT  
42,188.00

CHECK TOTAL  
126,564.00

402209

KNIGHT MAINTENANCE &  
 ACCOUNT DETAIL

1 00550126 6419

ATHLETICS OTHER PRO

LINE AMOUNT  
1,170.00

CHECK TOTAL  
1,170.00

72854

LAMBRIGHT NSOMBI  
 ACCOUNT DETAIL

1 00140725 6419

CIVIL SER OTHER PROF

LINE AMOUNT  
300.00

CHECK TOTAL  
300.00

401194

LANGELL WILLIAMS  
 ACCOUNT DETAIL

1 00550126 6419

ATHLETICS OTHER PRO

LINE AMOUNT  
150.00

CHECK TOTAL  
150.00

69165

LD PRODUCTS DBA 4IN/KJ  
 ACCOUNT DETAIL

1 00142800 6218

MUNI CLRK OFFICE SUP

LINE AMOUNT  
127.96

CHECK TOTAL  
127.96

401885

LEDEAN HUTTON SMITH  
 ACCOUNT DETAIL

1 00550126 6419

ATHLETICS OTHER PRO

LINE AMOUNT  
150.00

CHECK TOTAL  
150.00

Report generated: 06/27/2024 10:32:54  
 User: Pam Spann (pams)  
 Program ID: apwarrmt

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



VENDOR	CASH/ACCTG	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	CHECK TOTAL	AMOUNT	VOUCHER	CHECK
59653	LESLIE'S POOLMART INC			0000	24000787	INV	07/02/2024	47270				
	ACCOUNT DETAIL											
	1	00550180	6314			AQUATICS PLUMBING			1,378.16	1,378.16		
									CHECK TOTAL	1,378.16		
65329	LEWIS BODY SHOP & WRE			0000		EFT	06/18/2024	31430				
	ACCOUNT DETAIL											
	1	00144220	6465			SUPPORT S AUTO + TR			75.00	75.00		
									LINE AMOUNT			
									LINE AMOUNT			
65329	LEWIS BODY SHOP & WRE			0000		EFT	06/18/2024	31429				
	ACCOUNT DETAIL											
	1	00144220	6465			SUPPORT S AUTO + TR			100.00	100.00		
									LINE AMOUNT			
									LINE AMOUNT			
65329	LEWIS BODY SHOP & WRE			0000		EFT	06/18/2024	31431				
	ACCOUNT DETAIL											
	1	00144220	6465			SUPPORT S AUTO + TR			100.00	100.00		
									LINE AMOUNT			
									LINE AMOUNT			
65329	LEWIS BODY SHOP & WRE			0000		EFT	06/18/2024	31432				
	ACCOUNT DETAIL											
	1	00144220	6465			SUPPORT S AUTO + TR			100.00	100.00		
									LINE AMOUNT			
									LINE AMOUNT			
65329	LEWIS BODY SHOP & WRE			0000		EFT	06/18/2024	31434				
	ACCOUNT DETAIL											
	1	00144220	6465			SUPPORT S AUTO + TR			100.00	100.00		
									LINE AMOUNT			
									LINE AMOUNT			
65329	LEWIS BODY SHOP & WRE			0000		EFT	06/18/2024	31435				
	ACCOUNT DETAIL											
	1	00144220	6465			SUPPORT S AUTO + TR			100.00	100.00		
									LINE AMOUNT			
									LINE AMOUNT			

Report generated: 06/27/2024 10:32:54  
 User: Pam Spann (pams)  
 Program ID: apwarrnt



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD07/0224 07/02/2024  
 DUE DATE: 07/02/2024



CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS			
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER CHECK
66800 LEWIS ELECTRIC INC	0000		INV	07/02/2024	M2024.110		
ACCOUNT DETAIL					LINE AMOUNT	1,750.00	
1 00144820 6460			TRAFFIC S SIGNALS				
66800 LEWIS ELECTRIC INC	0000		INV	07/02/2024	m2024.111	1,750.00	
ACCOUNT DETAIL					LINE AMOUNT	300.00	
1 00144820 6460			TRAFFIC S SIGNALS				
					CHECK TOTAL	300.00	
						74,878.00	
73212 LITECLOUD TRANSPORT S	0000		EFT	07/02/2024	I-52108217		
ACCOUNT DETAIL					LINE AMOUNT	8,225.00	
1 00490400 6419			COMPUTER OTHER PRO				
					CHECK TOTAL	8,225.00	
67799 LOVE DENNIS	0000		INV	06/18/2024	CE-22-115		
ACCOUNT DETAIL					LINE AMOUNT	6,443.00	
1 00144470 6446			COMMUNITYCONTRACT				
67799 LOVE DENNIS	0000		INV	06/18/2024	CE-21-1984		
ACCOUNT DETAIL					LINE AMOUNT	5,888.00	
1 00144470 6446			COMMUNITYCONTRACT				
					CHECK TOTAL	5,888.00	
67799 LOVE DENNIS	0000		INV	06/18/2024	CE-22-2380		
ACCOUNT DETAIL					LINE AMOUNT	7,498.00	
1 00144470 6446			COMMUNITYCONTRACT				
67799 LOVE DENNIS	0000		INV	06/18/2024	CE-23-27		
ACCOUNT DETAIL					LINE AMOUNT	6,968.00	
1 00144470 6446			COMMUNITYCONTRACT				
					CHECK TOTAL	6,968.00	
67799 LOVE DENNIS	0000		INV	06/18/2024	CE-22-940		
ACCOUNT DETAIL					LINE AMOUNT	5,444.00	
1 00144470 6446			COMMUNITYCONTRACT				
					CHECK TOTAL	5,444.00	
						32,241.00	

# City of Jackson

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS			
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER
71857	MAC HAIK CHRYSLER	0000	99240203	07/02/2024	5113653		CHECK
	ACCOUNT DETAIL		INV				
	1 00550410 6316		PARKS - M MOTOR VEH				
					LINE AMOUNT	316.50	
71857	MAC HAIK CHRYSLER	0000	99240203	07/02/2024	5114220		
	ACCOUNT DETAIL		INV				
	1 00144240 6316		OPERATION MOTOR VEH				
					LINE AMOUNT	399.75	
71857	MAC HAIK CHRYSLER	0000	99240203	07/02/2024	5114210		
	ACCOUNT DETAIL		INV				
	1 00144240 6316		OPERATION MOTOR VEH				
					LINE AMOUNT	62.21	
71857	MAC HAIK CHRYSLER	0000	99240203	07/02/2024	5114197		
	ACCOUNT DETAIL		INV				
	1 00144240 6316		OPERATION MOTOR VEH				
					LINE AMOUNT	757.25	
71857	MAC HAIK CHRYSLER	0000	99240203	07/02/2024	5114149		
	ACCOUNT DETAIL		INV				
	1 00144240 6316		OPERATION MOTOR VEH				
					LINE AMOUNT	122.14	
71857	MAC HAIK CHRYSLER	0000	99240203	07/02/2024	5114089		
	ACCOUNT DETAIL		INV				
	1 00144240 6316		OPERATION MOTOR VEH				
					LINE AMOUNT	172.91	
71857	MAC HAIK CHRYSLER	0000	99240203	07/02/2024	5113870		
	ACCOUNT DETAIL		INV				
	1 00144240 6316		OPERATION MOTOR VEH				
					LINE AMOUNT	832.55	
71857	MAC HAIK CHRYSLER	0000	99240203	07/02/2024	5113666		
	ACCOUNT DETAIL		INV				
	1 00144240 6316		OPERATION MOTOR VEH				
					LINE AMOUNT	225.00	
71857	MAC HAIK CHRYSLER	0000	99240203	07/02/2024	5113662		
	ACCOUNT DETAIL		INV				
	1 00144240 6316		OPERATION MOTOR VEH				
					LINE AMOUNT	218.25	

Report generated: 06/27/2024 10:32:54  
 User: Pam Spann (pams)  
 Program ID: apwarrnt

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS					
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
71857	MAC HAIK CHRYSLER	0000	99240203	INV	07/02/2024	51135715			
	ACCOUNT DETAIL								
	1 00144240 6316		OPERATION MOTOR VEH			LINE AMOUNT			
						316.50			
71857	MAC HAIK CHRYSLER	0000	99240203	INV	07/02/2024	5113496			
	ACCOUNT DETAIL								
	1 00144240 6316		OPERATION MOTOR VEH			LINE AMOUNT			
						404.25			
71857	MAC HAIK CHRYSLER	0000	99240203	INV	07/02/2024	5113006			
	ACCOUNT DETAIL								
	1 00144240 6316		OPERATION MOTOR VEH			LINE AMOUNT			
						392.25			
71857	MAC HAIK CHRYSLER	0000	99240203	INV	07/02/2024	5114040			
	ACCOUNT DETAIL								
	1 00144240 6316		OPERATION MOTOR VEH			LINE AMOUNT			
						227.25			
71857	MAC HAIK CHRYSLER	0000	99240184	INV	07/02/2024	395633			
	ACCOUNT DETAIL								
	1 00144820 6316		TRAFFIC S MOTOR VEH			LINE AMOUNT			
						2,126.40			
						CHECK TOTAL			
						6,573.21			
52697	MCGRAW RENTAL & SUPPL	0000	77240573	INV	07/02/2024	549310.12			
	ACCOUNT DETAIL								
	1 00144243 6317		PRECINCT OTHER REP			LINE AMOUNT			
						288.75			
						CHECK TOTAL			
						288.75			
10860	MEL LUNA SAW CO	0000	24000825	INV	07/02/2024	001017			
	ACCOUNT DETAIL								
	1 00550410 6299		PARKS - M OTHER OPE			LINE AMOUNT			
						12.99			
10860	MEL LUNA SAW CO	0000	24000861	INV	07/02/2024	001016			
	ACCOUNT DETAIL								
	1 00550410 6317		PARKS - M OTHER REP			LINE AMOUNT			
						540.00			
						CHECK TOTAL			
						540.00			

Report generated: 06/27/2024 10:32:54  
 User: Pam Spann (pams)  
 Program ID: spwarrn1



City of Jackson

# ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
DUE DATE: 07/02/2024

VEN	VEN	CASH ACCT	999	1100	REMIT	PO	TYPE	DU	IN	AMOUNT	VOUCHER	CHECK
10860	MEL LUNA SAW CO	ACCOUNT DETAIL	0000	24000778	INV			07/02/2024	INVOICE			
									95457			
										104.97		
10860	MEL LUNA SAW CO	ACCOUNT DETAIL	0000	88240288	INV			07/02/2024	INVOICE			
									001008			
										21.00		
10860	MEL LUNA SAW CO	ACCOUNT DETAIL	0000	24000892	INV			07/02/2024	INVOICE			
									001033			
										193.00		
										21.00		
10860	MEL LUNA SAW CO	ACCOUNT DETAIL	0000	24000902	INV			07/02/2024	INVOICE			
									001051			
										193.00		
										2.303.75		
10860	MEL LUNA SAW CO	ACCOUNT DETAIL	0000	24000899	INV			07/02/2024	INVOICE			
									95503			
										100.00		
										2.303.75		
52712	METRO JACKSON CONVNT	ACCOUNT DETAIL	0000		EFT			07/02/2024	CHECK TOTAL			
									06132024-1			
										100.00		
										3,275.71		
60427	MIPCO IMPRESSION PROD	ACCOUNT DETAIL	0000		INV			07/02/2024	CHECK TOTAL			
									252779			
										302,839.60		
										302,839.60		
60427	MIPCO IMPRESSION PROD	ACCOUNT DETAIL	0000		INV			07/02/2024	CHECK TOTAL			
									252782			
										329.60		
										329.60		

Report generated: 06/27/2024 10:32:54  
User: Pam Spann (pams)  
Program ID: apwarrnt



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



VENDOR	CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
60427	MIPCO IMPRESSION PROD			0000		INV	07/02/2024	252795			
	ACCOUNT DETAIL										
	1 00550410 6514								407.01		
60427	MIPCO IMPRESSION PROD			0000		INV	07/02/2024	252784			
	ACCOUNT DETAIL										
	1 00550110 6514								348.20		
60427	MIPCO IMPRESSION PROD			0000		INV	07/02/2024	252260			
	ACCOUNT DETAIL										
	1 39049800 6419								225.90		
60427	MIPCO IMPRESSION PROD			0000		INV	07/02/2024	252773			
	ACCOUNT DETAIL										
	1 00141600 6514								591.92		
60427	MIPCO IMPRESSION PROD			0000		INV	07/02/2024	251305			
	ACCOUNT DETAIL										
	1 00144810 6514								160.70		
60427	MIPCO IMPRESSION PROD			0000		INV	07/02/2024	252780			
	ACCOUNT DETAIL										
	1 00144810 6514								160.70		
60427	MIPCO IMPRESSION PROD			0000		INV	07/02/2024	251976			
	ACCOUNT DETAIL										
	1 00144110 6514								292.24		
60427	MIPCO IMPRESSION PROD			0000		INV	07/02/2024	251308			
	ACCOUNT DETAIL										
	1 00144140 6514								156.22		
60427	MIPCO IMPRESSION PROD			0000		INV	07/02/2024	252783			
	ACCOUNT DETAIL										
	1 00144140 6514								153.53		

Report generated: 06/27/2024 10:32:54  
 User: Pam Spann (pams)  
 Program ID: apwarrnt

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



VENDOR	CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
60427	MIPCO IMPRESSION PROD	ACCOUNT DETAIL	1 00145010 6514	0000		INV	07/02/2024	249892			
								LINE AMOUNT	492.38		
60427	MIPCO IMPRESSION PROD	ACCOUNT DETAIL	1 00140410 6514	0000		INV	07/02/2024	252786			
								LINE AMOUNT	167.70		
								CHECK TOTAL	167.70		
60427	MIPCO IMPRESSION PROD	ACCOUNT DETAIL	1 00140410 6514	0000		INV	07/02/2024	252799			
								LINE AMOUNT	161.40		
								CHECK TOTAL	3,751.35		
61128	MISSISSIPPI LINK THE	ACCOUNT DETAIL	1 00140200 6444	0000		INV	07/02/2024	28286			
								LINE AMOUNT	81.09		
61128	MISSISSIPPI LINK THE	ACCOUNT DETAIL	1 00140200 6444	0000		INV	07/02/2024	28287			
								LINE AMOUNT	14.40		
								CHECK TOTAL	14.40		
61128	MISSISSIPPI LINK THE	ACCOUNT DETAIL	1 00140200 6444	0000		INV	07/02/2024	28288			
								LINE AMOUNT	19.35		
								CHECK TOTAL	114.84		
70374	MS ANIMAL RESCUE LEAG	ACCOUNT DETAIL	1 00144223 6419	0000		INV	07/02/2024	22108			
								LINE AMOUNT	300.00		
70374	MS ANIMAL RESCUE LEAG	ACCOUNT DETAIL	1 00144223 6419	0000		INV	07/02/2024	22109			
								LINE AMOUNT	216.00		

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS					
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
70374	MS ANIMAL RESCUE LEAG		INV	07/02/2024	22112				
	ACCOUNT DETAIL								
	1 00144223 6419					300.00			
70374	MS ANIMAL RESCUE LEAG		INV	07/02/2024	22107				
	ACCOUNT DETAIL								
	1 00144223 6419					144.00			
70374	MS ANIMAL RESCUE LEAG		INV	07/02/2024	22201				
	ACCOUNT DETAIL								
	1 00144223 6419					84.00			
70374	MS ANIMAL RESCUE LEAG		INV	07/02/2024	22202				
	ACCOUNT DETAIL								
	1 00144223 6419					228.00			
70374	MS ANIMAL RESCUE LEAG		INV	07/02/2024	22301				
	ACCOUNT DETAIL								
	1 00144223 6419					108.00			
70374	MS ANIMAL RESCUE LEAG		INV	07/02/2024	22307				
	ACCOUNT DETAIL								
	1 00144223 6419					408.00			
70374	MS ANIMAL RESCUE LEAG		INV	07/02/2024	22308				
	ACCOUNT DETAIL								
	1 00144223 6419					420.00			
70374	MS ANIMAL RESCUE LEAG		INV	07/02/2024	22310				
	ACCOUNT DETAIL								
	1 00144223 6419					540.00			
70374	MS ANIMAL RESCUE LEAG		INV	07/02/2024	22401				
	ACCOUNT DETAIL								
	1 00144223 6419					48.00			

Report generated: 06/27/2024 10:32:54  
 User: Pam Spann (pams)  
 Program ID: apwarnt

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224  
DUE DATE: 07/02/2024

07/02/2024



CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR	70374	MS ANIMAL RESCUE LEAG	0000		INV	07/02/2024	22403			
		ACCOUNT DETAIL								
		1 00144223 6419			ANIMAL CO OTHER PRO			24.00		
								CHECK TOTAL		2,820.00
70226	MS STATE TAX COMMISSI		0000		INV	07/02/2024	06182024			
	ACCOUNT DETAIL									
	1 00144240 6423				OPERATION AUTO LICE			96.00		
								CHECK TOTAL		96.00
71725	MS TIRE RECYCLING LL		0000		INV	07/02/2024	2251			
	ACCOUNT DETAIL									
	1 00945510 6419				ADMINISTR OTHER PRO			770.00		
								CHECK TOTAL		770.00
69259	MS WORKERS' COMPENSAT		0000		INV	07/02/2024	2401-3310			
	ACCOUNT DETAIL									
	1 00140792 6765				WORKERS CPAYMENTS T			6,572.21		
								CHECK TOTAL		6,572.21
402163	NATASCHA DONALD		0000		EFT	07/02/2024	045			
	ACCOUNT DETAIL									
	1 38550413 6419				FITLOT OTHER PROF			585.00		
								CHECK TOTAL		585.00
20230	NEEL SCHAEFFER INC		0000		EFT	07/02/2024	1094345			
	ACCOUNT DETAIL									
	1 17345190 6823				1% ENG CAPIOTBE			11,597.61		
								CHECK TOTAL		11,597.61
20230	NEEL SCHAEFFER INC		0000		EFT	07/02/2024	1095920			
	ACCOUNT DETAIL									
	1 17345190 6823				1% ENG CAPIOTBE			2,495.61		
								CHECK TOTAL		2,495.61

Report generated: 06/27/2024 10:32:54  
User: Pam Spann (pams)  
Program ID: apwarrn

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS					
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
20230	NEEL SCHAFFER INC	0000	EFT	07/02/2024	1095918				
	ACCOUNT DETAIL								
	1 17345190 6823		1% ENG CAPIOTBE		LINE AMOUNT	36,184.34			
20230	NEEL SCHAFFER INC	0000	EFT	07/02/2024	1095912				
	ACCOUNT DETAIL								
	1 37245190 6823		MOD TAX PRIOTBE		LINE AMOUNT	24,009.76			
20230	NEEL SCHAFFER INC	0000	EFT	07/02/2024	1095904				
	ACCOUNT DETAIL								
	1 21345190 6823		ENGINEERI IOTBE		LINE AMOUNT	5,414.05			
20230	NEEL SCHAFFER INC	0000	EFT	07/02/2024	1097309				
	ACCOUNT DETAIL								
	1 37245190 6823		MOD TAX PRIOTBE		LINE AMOUNT	33,074.62			
			CHECK TOTAL			112,775.99			
62229	NEEL-SCHAFFER INC	0000	EFT	07/02/2024	1095917				
	ACCOUNT DETAIL								
	1 17345190 6823		1% ENG CAPIOTBE		LINE AMOUNT	21,998.26			
			CHECK TOTAL			21,998.26			
70072	OFFICE DEPOT #414	0000	INV	07/02/2024	370916525002				
	ACCOUNT DETAIL								
	1 00145300 6213		CARE & MA CLEANING		LINE AMOUNT	64.09			
70072	OFFICE DEPOT #414	0000	INV	07/02/2024	370916525001				
	ACCOUNT DETAIL								
	1 00145300 6213		CARE & MA CLEANING		LINE AMOUNT	105.39			
	2 00145300 6218		CARE & MA OFFICE SU		LINE AMOUNT	195.77			
70072	OFFICE DEPOT #414	0000	INV	07/02/2024	370934876001				
	ACCOUNT DETAIL								
	1 00145300 6218		CARE & MA OFFICE SU		LINE AMOUNT	15.27			
			CHECK TOTAL			301.16			

Report generated: 06/27/2024 10:32:54  
 User: Pam Spann (pams)  
 Program ID: apwarrnt

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



CASH ACCOUNT: 999 1100

POOLED CASH - AP DISBURSEMENTS

VENDOR 70072 OFFICE DEPOT #414 REMIT 0000 PO 77240577 TYPE INV DUE DATE 07/02/2024 INVOICE 370934872001 AMOUNT 71.97 VOUCHER CHECK

ACCOUNT DETAIL 1 00145300 6213 CARE & MA CLEANING LINE AMOUNT 71.97

CHECK TOTAL 452.49

400063 ON THE WAY SERVICE, ACCOUNT DETAIL 1 00144240 6316 OPERATION MOTOR VEH 07/02/2024 3120 LINE AMOUNT 135.00

135.00

400063 ON THE WAY SERVICE, ACCOUNT DETAIL 1 00144240 6316 OPERATION MOTOR VEH 07/02/2024 3119 LINE AMOUNT 200.00

200.00

400063 ON THE WAY SERVICE, ACCOUNT DETAIL 1 00145124 6316 SBD - PAV MOTOR VEH 07/02/2024 2985 LINE AMOUNT 135.00

135.00

400063 ON THE WAY SERVICE, ACCOUNT DETAIL 1 00145125 6316 SBD - D MOTOR VEH 07/02/2024 2986 LINE AMOUNT 185.00

185.00

400063 ON THE WAY SERVICE, ACCOUNT DETAIL 1 00145124 6316 SBD - PAV MOTOR VEH 07/02/2024 2984 LINE AMOUNT 260.00

260.00

400063 ON THE WAY SERVICE, ACCOUNT DETAIL 1 00144240 6316 OPERATION MOTOR VEH 07/02/2024 2982 LINE AMOUNT 135.00

135.00

400063 ON THE WAY SERVICE, ACCOUNT DETAIL 1 00144240 6316 OPERATION MOTOR VEH 07/02/2024 2968 LINE AMOUNT 165.00

165.00

400063 ON THE WAY SERVICE, ACCOUNT DETAIL 1 00144240 6316 OPERATION MOTOR VEH 07/02/2024 2969 LINE AMOUNT 135.00

135.00

Report generated: 06/27/2024 10:32:54  
 User: Pam Spann (pams)  
 Program ID: apwarml



# City of Jackson

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024

VENDOR	CASH ACCOUNT	1100	REMIT	PO	TYPE	DUEDATE	INVOICE	AMOUNT	VOUCHER	CHECK
400063	ON THE WAY SERVICE, ACCOUNT DETAIL		0000	99240313	EFT	07/02/2024	3021			
	1 00950610 6316			LANDFILL	MOTOR VEH			135.00		
	<b>LINE AMOUNT</b>							135.00		
400063	ON THE WAY SERVICE, ACCOUNT DETAIL		0000	99240313	EFT	07/02/2024	3025			
	1 39049800 6316			ZOO PARK	MOTOR VEH			145.00		
	<b>LINE AMOUNT</b>							145.00		
400063	ON THE WAY SERVICE, ACCOUNT DETAIL		0000	99240313	EFT	07/02/2024	3098			
	1 00144240 6316			OPERATION	MOTOR VEH			135.00		
	<b>LINE AMOUNT</b>							135.00		
	<b>CHECK TOTAL</b>							<b>1,765.00</b>		
999993	Drew Martin ACCOUNT DETAIL		0000		INV	07/02/2024	06172024			
	1 00140794 6419			CLAIMS (O)	OTHER PRO			113.09		
	<b>LINE AMOUNT</b>							113.09		
	<b>CHECK TOTAL</b>							<b>113.09</b>		
999993	Robert Lee ACCOUNT DETAIL		0000		INV	07/02/2024	3527141054			
	1 00140794 6419			CLAIMS (O)	OTHER PRO			29.96		
	<b>LINE AMOUNT</b>							29.96		
	<b>CHECK TOTAL</b>							<b>29.96</b>		
999993	TERI BARKER NORTON, R ACCOUNT DETAIL		0000		INV	07/02/2024	20240069			
	1 00140794 6419			CLAIMS (O)	OTHER PRO			380.80		
	<b>LINE AMOUNT</b>							380.80		
	<b>CHECK TOTAL</b>							<b>380.80</b>		
999992	ANN ALEXANDER ACCOUNT DETAIL		0000		INV	07/02/2024	06232024			
	1 005 2332			PARKS & R	SPECIAL P			350.00		
	<b>LINE AMOUNT</b>							350.00		
	<b>CHECK TOTAL</b>							<b>350.00</b>		

Report generated: 06/27/2024 10:32:54  
 User: Pam Spann (pearns)  
 Program ID: apwarrnt

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



CASH ACCOUNT: 999 1100 POOLED CASH - AP DISBURSEMENTS

VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
999992	LANIER CLASS OF 1994		INV	07/02/2024	06122024			
	ACCOUNT DETAIL							
	1 005	2332	PARKS & R SPECIAL P		LINE AMOUNT	200.00		
					CHECK TOTAL	200.00		
999992	THOMAS BILLLUPS		INV	07/02/2024	6122024			
	ACCOUNT DETAIL							
	1 005	2332	PARKS & R SPECIAL P		LINE AMOUNT	500.00		
					CHECK TOTAL	500.00		
401458	ONETTA WHITLEY		INV	07/02/2024	06202024-2			
	ACCOUNT DETAIL							
	1 00140725	6419	CIVIL SER OTHER PROF		LINE AMOUNT	300.00		
					CHECK TOTAL	300.00		
2340	P & D MACZKA INC		INV	07/02/2024	1188042-0			
	ACCOUNT DETAIL							
	1 00145110	6218	STREETS/B OFFICE SU		LINE AMOUNT	260.62		
					CHECK TOTAL	260.62		
2340	P & D MACZKA INC		INV	07/02/2024	1188042-1			
	ACCOUNT DETAIL							
	1 00145110	6218	STREETS/B OFFICE SU		LINE AMOUNT	66.97		
					CHECK TOTAL	327.59		
65226	PAGER SERVICE CENTER		INV	07/02/2024	3273708-Q12024			
	ACCOUNT DETAIL							
	1 00140794	6419	CLAIMS (O) OTHER PRO		LINE AMOUNT	44.30		
					CHECK TOTAL	44.30		
401431	PATRICIA D. WISE		INV	07/02/2024	06202024-3			
	ACCOUNT DETAIL							
	1 00140725	6419	CIVIL SER OTHER PROF		LINE AMOUNT	300.00		
					CHECK TOTAL	300.00		

Report generated: 08/27/2024 10:32:54  
 User: Pam Spann (pams)  
 Program ID: apwarrnt





City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
DUE DATE: 07/02/2024

CASH/ACCOUNT: 999 1100 POOLED CASH - AP DISBURSEMENTS  
VENDOR: REMIT PO TYPE DUE DATE INVOICE CHECK TOTAL AMOUNT VOUCHER CHECK

6371	PETTY CASH-FINANCE/TR	0000	EFT	07/02/2024	CC10817	300.00
	ACCOUNT DETAIL				LINE AMOUNT	
	1 00140199 6474	CFO	AIR TRAVEL		406.95	
6371	PETTY CASH-FINANCE/TR	0000	EFT	07/02/2024	16856	406.95
	ACCOUNT DETAIL				LINE AMOUNT	
	1 00140199 6473	CFO	TRAVEL EXP		1,392.40	
6371	PETTY CASH-FINANCE/TR	0000	EFT	07/02/2024	CC10819B	1,392.40
	ACCOUNT DETAIL				LINE AMOUNT	
	1 00140199 6474	CFO	AIR TRAVEL		636.96	
6371	PETTY CASH-FINANCE/TR	0000	EFT	07/02/2024	CC10819C	636.96
	ACCOUNT DETAIL				LINE AMOUNT	
	1 00140180 6474	ADVERTISI	AIR TRAVEL		636.96	
6371	PETTY CASH-FINANCE/TR	0000	EFT	07/02/2024	CCC03112401	636.96
	ACCOUNT DETAIL				LINE AMOUNT	
	1 00141600 6443	CITY COUN	DUES, MEM.		1,200.00	
6371	PETTY CASH-FINANCE/TR	0000	EFT	07/02/2024	CCC03082401	1,200.00
	ACCOUNT DETAIL				LINE AMOUNT	
	1 00141600 6473	CITY COUN	TRAVEL EXP		1,982.75	
6371	PETTY CASH-FINANCE/TR	0000	EFT	07/02/2024	CCC03152401	1,982.75
	ACCOUNT DETAIL				LINE AMOUNT	
	1 00140200 6473	CLRKCNCL	TRAVEL EXP		2,921.92	
6371	PETTY CASH-FINANCE/TR	0000	EFT	07/02/2024	16964	2,921.92
	ACCOUNT DETAIL				LINE AMOUNT	
	1 00141600 6473	CITY COUN	TRAVEL EXP		1,060.05	
6371	PETTY CASH-FINANCE/TR	0000	EFT	07/02/2024	17013	1,060.05
	ACCOUNT DETAIL				LINE AMOUNT	
	1 18756520 6473	TRANSIT S	TRAVEL EXP		122.58	

Report generated: 06/27/2024 10:32:54  
User: Pam Spann (parms)  
Program ID: spwantrt



# City of Jackson

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024

VENDOR	CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
6371	PETTY CASH-FINANCE/TR			0000		EFT	07/02/2024	17008			
	ACCOUNT DETAIL										
	1 00140193 6473										
	MAYOR LUM TRAVEL EXP										
6371	PETTY CASH-FINANCE/TR			0000		EFT	07/02/2024	16945			
	ACCOUNT DETAIL										
	1 00140193 6473										
	MAYOR LUM TRAVEL EXP										
6371	PETTY CASH-FINANCE/TR			0000		EFT	07/02/2024	17021			
	ACCOUNT DETAIL										
	1 00140193 6443										
	MAYOR LUM DUES, MEM.										
6371	PETTY CASH-FINANCE/TR			0000		EFT	07/02/2024	17022			
	ACCOUNT DETAIL										
	1 00140193 6473										
	MAYOR LUM TRAVEL EXP										
6371	PETTY CASH-FINANCE/TR			0000		EFT	07/02/2024	17005			
	ACCOUNT DETAIL										
	1 00142800 6473										
	MUNI CLERK TRAVEL EXP										
6371	PETTY CASH-FINANCE/TR			0000		EFT	07/02/2024	17014			
	ACCOUNT DETAIL										
	1 00140198 6473										
	CHIEF ADM TRAVEL EXP										
6371	PETTY CASH-FINANCE/TR			0000		EFT	07/02/2024	16946			
	ACCOUNT DETAIL										
	1 00140193 6473										
	MAYOR LUM TRAVEL EXP										
6371	PETTY CASH-FINANCE/TR			0000		EFT	07/02/2024	16957			
	ACCOUNT DETAIL										
	1 00140200 6443										
	CLERKCNCL DUES, MEM.										
6371	PETTY CASH-FINANCE/TR			0000		EFT	07/02/2024	16981			
	ACCOUNT DETAIL										
	1 00140794 6419										
	CLAIMS (O OTHER PRO										

Report generated: 08/27/2024 10:32:54  
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# City of Jackson

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024

CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS					
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
6371	0000		EFT	07/02/2024	16986				
	1 00140794 6419				LINE AMOUNT	240.00			
	ACCOUNT DETAIL								
6371	0000		EFT	07/02/2024	17007				
	1 00140794 6419				LINE AMOUNT	158.00			
	ACCOUNT DETAIL								
6371	0000		EFT	07/02/2024	17006				
	1 00140794 6419				LINE AMOUNT	200.00			
	ACCOUNT DETAIL								
6371	0000		EFT	07/02/2024	17023				
	1 00490400 6473				LINE AMOUNT	1,665.55			
	ACCOUNT DETAIL								
6371	0000		EFT	07/02/2024	17012				
	1 00144210 6443				LINE AMOUNT	625.00			
	ACCOUNT DETAIL								
6371	0000		EFT	07/02/2024	16959				
	1 00140410 6473				LINE AMOUNT	612.04			
	ACCOUNT DETAIL								
6371	0000		EFT	07/02/2024	16906				
	1 00140200 6473				LINE AMOUNT	465.66			
	ACCOUNT DETAIL								
6371	0000		EFT	07/02/2024	16905				
	1 00140200 6473				LINE AMOUNT	465.66			
	ACCOUNT DETAIL								
6371	0000		EFT	07/02/2024	16901				
	1 00141600 6473				LINE AMOUNT	456.57			
	ACCOUNT DETAIL								





City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
DUE DATE: 07/02/2024

VENDOR	CASH ACCOUNT	999	1100	POOLED CASH - AP DISBURSEMENTS				AMOUNT	VOUCHER	CHECK
6371	PETTY CASH-FINANCE/TR	0000	0000	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	
	ACCOUNT DETAIL			EFT			07/02/2024	16899		
	1 00141800 6473				CITY COUN	TRAVEL EXP			574.68	
6371	PETTY CASH-FINANCE/TR	0000	0000	EFT			07/02/2024	16951		574.68
	ACCOUNT DETAIL				PLANNING	TRAVEL EXP			425.05	
	1 00140410 6473									
6371	PETTY CASH-FINANCE/TR	0000	0000	EFT			07/02/2024	16955		425.05
	ACCOUNT DETAIL				PLANNING	TRAVEL EXP			203.55	
	1 00140410 6473									
6371	PETTY CASH-FINANCE/TR	0000	0000	EFT			07/02/2024	16948		203.55
	ACCOUNT DETAIL				PLANNING	TRAVEL EXP			1,315.28	
	1 00140410 6473									
6371	PETTY CASH-FINANCE/TR	0000	0000	EFT			07/02/2024	16947		1,315.28
	ACCOUNT DETAIL				OFFICE OF	TRAVEL EXP			636.93	
	1 08580920 6473									
6371	PETTY CASH-FINANCE/TR	0000	0000	EFT			07/02/2024	16967		636.93
	ACCOUNT DETAIL				CLRKCNCL	DUES, MEM.			975.00	
	1 00140200 6443									
6371	PETTY CASH-FINANCE/TR	0000	0000	EFT			07/02/2024	16966		975.00
	ACCOUNT DETAIL				CLRKCNCL	DUES, MEM.			225.00	
	1 00140200 6443									
6371	PETTY CASH-FINANCE/TR	0000	0000	EFT			07/02/2024	17011		225.00
	ACCOUNT DETAIL				SMITH ROB	TRAVEL EXP			303.02	
	1 00143600 6473									
6371	PETTY CASH-FINANCE/TR	0000	0000	EFT			07/02/2024	17031		303.02
	ACCOUNT DETAIL				CLAIMS (O	OTHER PRO			20.00	
	1 00140794 6419									

City of Jackson



**ACCOUNTS PAYABLE CHECK RUN REPORT**

**Detail Invoice List**

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024

VENDOR	CASH ACCOUNT	999	1100	POOLED CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
6371	PETTY CASH-FINANCE/TR				0000		EFT	07/02/2024	17026			
	ACCOUNT DETAIL								LINE AMOUNT			
	1 12090110 6473								364.38			
6371	PETTY CASH-FINANCE/TR				0000		EFT	07/02/2024	17027			
	ACCOUNT DETAIL								LINE AMOUNT			
	1 12090110 6473								2,222.67			
6371	PETTY CASH-FINANCE/TR				0000		EFT	07/02/2024	17025			
	ACCOUNT DETAIL								LINE AMOUNT			
	1 12090110 6473								364.38			
6371	PETTY CASH-FINANCE/TR				0000		EFT	07/02/2024	17016			
	ACCOUNT DETAIL								LINE AMOUNT			
	1 00142610 6473								312.48			
6371	PETTY CASH-FINANCE/TR				0000		EFT	07/02/2024	16950			
	ACCOUNT DETAIL								LINE AMOUNT			
	1 08580910 6473								758.13			
6371	PETTY CASH-FINANCE/TR				0000		EFT	07/02/2024	16953			
	ACCOUNT DETAIL								LINE AMOUNT			
	1 12090110 6473								425.32			
6371	PETTY CASH-FINANCE/TR				0000		EFT	07/02/2024	16952			
	ACCOUNT DETAIL								LINE AMOUNT			
	1 08580910 6473								425.05			
6371	PETTY CASH-FINANCE/TR				0000		EFT	07/02/2024	17015			
	ACCOUNT DETAIL								LINE AMOUNT			
	1 00142610 6473								301.39			
6371	PETTY CASH-FINANCE/TR				0000		EFT	07/02/2024	16968			
	ACCOUNT DETAIL								LINE AMOUNT			
	1 00141600 6443								1,300.00			
										1,300.00		

# City of Jackson

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024

CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS			
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER
6371	0000		EFT	07/02/2024	17038		
PETTY CASH-FINANCE/TR							
ACCOUNT DETAIL							
1	00140193	6473					
						5,307.00	
6371	0000		EFT	07/02/2024	16988		
PETTY CASH-FINANCE/TR							
ACCOUNT DETAIL							
1	00140198	6443					
						885.00	
6371	0000		EFT	07/02/2024	16983		
PETTY CASH-FINANCE/TR							
ACCOUNT DETAIL							
1	00144420	6443					
						500.00	
6371	0000		EFT	07/02/2024	16976		
PETTY CASH-FINANCE/TR							
ACCOUNT DETAIL							
1	00141600	6443					
						900.00	
6371	0000		EFT	07/02/2024	16990		
PETTY CASH-FINANCE/TR							
ACCOUNT DETAIL							
1	00140200	6443					
						225.00	
6371	0000		INV	07/02/2024	16987		
PETTY CASH-FINANCE/TR							
ACCOUNT DETAIL							
1	00141600	6473					
						347.55	
6371	0000		EFT	07/02/2024	16977		
PETTY CASH-FINANCE/TR							
ACCOUNT DETAIL							
1	00141600	6473					
						356.14	
6371	0000		EFT	07/02/2024	16972		
PETTY CASH-FINANCE/TR							
ACCOUNT DETAIL							
1	00141600	6473					
						708.95	
6371	0000		EFT	07/02/2024	16980		
PETTY CASH-FINANCE/TR							
ACCOUNT DETAIL							
1	00144110	6443					
						375.00	

Report generated: 06/27/2024 10:32:54  
 User: Pam Spann (pams)  
 Program ID: apwarrmt



# City of Jackson

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024

VENDOR	CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
6371	PETTY CASH-FINANCE/TR			0000		EFT	07/02/2024	16985			
	ACCOUNT DETAIL								LINE AMOUNT		
	1 00141600 6473								1,135.15		
6371	PETTY CASH-FINANCE/TR			0000		EFT	07/02/2024	16992			
	ACCOUNT DETAIL								LINE AMOUNT		
	1 00141600 6473								283.96		
6371	PETTY CASH-FINANCE/TR			0000		EFT	07/02/2024	CCJ06122401			
	ACCOUNT DETAIL								LINE AMOUNT		
	1 00141110 6218								155.84		
									CHECK TOTAL		
									40,318.38		
63623	PHILLIPS RODNEY			0000		EFT	07/02/2024	881636			
	ACCOUNT DETAIL								LINE AMOUNT		
	1 00142010 6317								350.00		
									CHECK TOTAL		
									350.00		
62162	PORTER'S INSURANCE CO			0000		INV	07/02/2024	71463633-6172024			
	ACCOUNT DETAIL								LINE AMOUNT		
	1 00140790 6541								1,584.00		
									CHECK TOTAL		
									1,584.00		
62162	PORTER'S INSURANCE CO			0000		INV	07/02/2024	67100611			
	ACCOUNT DETAIL								LINE AMOUNT		
	1 00140790 6541								350.00		
									CHECK TOTAL		
									350.00		
62162	PORTER'S INSURANCE CO			0000		INV	07/02/2024	67103147			
	ACCOUNT DETAIL								LINE AMOUNT		
	1 00140790 6541								350.00		
									CHECK TOTAL		
									350.00		
13970	PRASSEL LUMBER CO			0000		INV	07/02/2024	080870			
	ACCOUNT DETAIL								LINE AMOUNT		
	1 00145300 6317								486.16		
									CHECK TOTAL		
									2,284.00		

Report generated: 08/27/2024 10:32:54  
 User: Pam Spain (pams)  
 Program ID: apwarml

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: OD070224 07/02/2024  
 DUE DATE: 07/02/2024



CASH ACCOUNT: 999 1100 POOLED CASH - AP DISBURSEMENTS

VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
402130	PREMIER PUBLIC DEFEND		EFT	07/02/2024	006			
	ACCOUNT DETAIL							
	1 00140770 6414		PUBLIC DE SPECIAL L			20,000.00		
						CHECK TOTAL		20,000.00
								486.16
401776	RECREATION SUPPLY CO.		INV	07/02/2024	526033			
	ACCOUNT DETAIL							
	1 00650180 6221		AQUATICS RECREATIO			379.10		
						CHECK TOTAL		379.10
								635.82
401776	RECREATION SUPPLY CO.		INV	07/02/2024	525998			
	ACCOUNT DETAIL							
	1 00650180 6221		AQUATICS RECREATIO			635.82		
						CHECK TOTAL		635.82
								358.36
401776	RECREATION SUPPLY CO.		INV	07/02/2024	525973			
	ACCOUNT DETAIL							
	1 00650180 6221		AQUATICS RECREATIO			240.46		
						CHECK TOTAL		240.46
								1,613.74
14420	REVELL HARDWARE COMPA		EFT	07/02/2024	176848/6			
	ACCOUNT DETAIL							
	1 001 1502		GENERAL F MAINTENAN			3,914.00		
						CHECK TOTAL		3,914.00
								851,000.00
401649	RICHARD'S DISPOSAL, I		INV	07/02/2024	45X00003			
	ACCOUNT DETAIL							
	1 00945510 6492		ADMINISTR PRIVATE G			851,000.00		
						CHECK TOTAL		851,000.00

Report generated: 06/27/2024 10:32:54  
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# City of Jackson

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

CHECK RUN: CD070224  
DUE DATE: 07/02/2024



VENDOR	CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
401649	RICHARD'S DISPOSAL, I			0000		INV	07/02/2024	44X00002			
	ACCOUNT DETAIL										
	1	00945510	6492						851,000.00		
									851,000.00		
									1,702,000.00		
32031	RICOH USA INC			0000		EFT	07/02/2024	108345750			
	ACCOUNT DETAIL										
	1	00140500	6514						3,413.55		
									3,413.55		
									3,413.55		
									942.75		
30057	RICOH USA INC			0000		EFT	07/02/2024	5089549607			
	ACCOUNT DETAIL										
	1	00140500	6219						749.11		
									749.11		
									1,691.86		
63817	ROBERT J YOUNG COMPAN			0000		INV	07/02/2024	INV6913542			
	ACCOUNT DETAIL										
	1	00144160	6514						24.85		
									24.85		
									22.89		
									47.74		
401748	RODDERICK STUTTS			0000		EFT	07/02/2024	145			
	ACCOUNT DETAIL										
	1	00560110	6419						4,300.00		
									4,300.00		
									4,300.00		

Report generated: 06/27/2024 10:32:54  
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City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



CASH ACCOUNT: 999 1100 POOLED CASH - AP DISBURSEMENTS

VENDOR: 400523 RUTHIE WEBB

ACCOUNT DETAIL  
 1 00550126 6419

73343 WARNER INC  
 ACCOUNT DETAIL  
 1 18756510 6461

15280 SHERWIN WILLIAMS #73  
 ACCOUNT DETAIL  
 1 00145300 6312

15280 SHERWIN WILLIAMS #73  
 ACCOUNT DETAIL  
 1 00145300 6317

15280 SHERWIN WILLIAMS #73  
 ACCOUNT DETAIL  
 1 00140700 6312

15280 SHERWIN WILLIAMS #73  
 ACCOUNT DETAIL  
 1 00145300 6317

15280 SHERWIN WILLIAMS #73  
 ACCOUNT DETAIL  
 1 00550180 6312

66881 SHIPPS TRUCK SPECIAL  
 ACCOUNT DETAIL  
 1 00145124 6316

REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
0000		INV	07/02/2024	001113090			
					66.00		
					<b>CHECK TOTAL</b>		<b>66.00</b>
					0101550		
					LINE AMOUNT		
					2,896.00		
					<b>CHECK TOTAL</b>		<b>2,896.00</b>
					8349-8		
					LINE AMOUNT		
					286.37		
					<b>CHECK TOTAL</b>		<b>286.37</b>
					77240566		
					INV		
					07/02/2024		
					4154-7		
					LINE AMOUNT		
					32.42		
					<b>CHECK TOTAL</b>		<b>32.42</b>
					77240562		
					INV		
					07/02/2024		
					9494-2		
					LINE AMOUNT		
					152.99		
					<b>CHECK TOTAL</b>		<b>152.99</b>
					77240564		
					INV		
					07/02/2024		
					4044-0		
					LINE AMOUNT		
					32.42		
					<b>CHECK TOTAL</b>		<b>32.42</b>
					24000847		
					INV		
					07/02/2024		
					4244-6		
					LINE AMOUNT		
					127.15		
					<b>CHECK TOTAL</b>		<b>127.15</b>
					24000847		
					INV		
					07/02/2024		
					4154-7		
					LINE AMOUNT		
					287.04		
					<b>CHECK TOTAL</b>		<b>287.04</b>
					99240055		
					INV		
					07/02/2024		
					22103		
					LINE AMOUNT		
					1,881.13		
					<b>CHECK TOTAL</b>		<b>1,881.13</b>





# City of Jackson

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

CHECK RUN: CD07/0224 07/02/2024  
 DUE DATE: 07/02/2024

**CASH ACCOUNT: 999 1100 POOLED CASH - AP DISBURSEMENTS**

VENDOR	STAPLES CONTRACT & CO	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
401918	STAPLES CONTRACT & CO ACCOUNT DETAIL	0000	24000805	EFT	07/02/2024	6003352623			
	1 00950610 6218			LANDFILL OFFICE SU			411.76		
	2 00950610 6299			LANDFILL OTHER OPE			40.11		
	<b>LINE AMOUNT</b>						<b>451.87</b>		
401918	STAPLES CONTRACT & CO ACCOUNT DETAIL	0000	24000805	EFT	07/02/2024	6004014923			
	1 00950610 6299			LANDFILL OTHER OPE			274.09		
	<b>LINE AMOUNT</b>						<b>274.09</b>		
	<b>CHECK TOTAL</b>						<b>725.96</b>		
1340	STMS ENTERPRISES ACCOUNT DETAIL	0000	77240574	EFT	07/02/2024	055307			
	1 00145300 6461			CARE & MA BUILDINGS			68.86		
	<b>LINE AMOUNT</b>						<b>68.86</b>		
1340	STMS ENTERPRISES ACCOUNT DETAIL	0000	24000319	EFT	07/02/2024	435784			
	1 18756510 6461			JATRAM-OP BUILDINGS			745.50		
	2 18756520 6419			TRANSPITS OTHER PRO			300.00		
	<b>LINE AMOUNT</b>						<b>1,045.50</b>		
	<b>CHECK TOTAL</b>						<b>1,114.36</b>		
16241	STRIBLING EQUIPMENT I ACCOUNT DETAIL	0000	99240132	INV	07/02/2024	RS001047526:01			
	1 00550410 6316			PARKS - M MOTOR VEH			4,939.11		
	<b>LINE AMOUNT</b>						<b>4,939.11</b>		
	<b>CHECK TOTAL</b>						<b>4,939.11</b>		
40994	SUNBELT FIRE APPARATU ACCOUNT DETAIL	0000	88240284	EFT	07/02/2024	00013645			
	1 00144120 6316			EMERGENCMOTOR VEH			2,556.27		
	<b>LINE AMOUNT</b>						<b>2,556.27</b>		
	<b>CHECK TOTAL</b>						<b>2,556.27</b>		
401469	SUNRISE FRESH PRODUCE ACCOUNT DETAIL	0000		INV	07/02/2024	14-817638			
	1 39049800 6214			ZOO PARK FEED FOR A			1,145.55		
	2 39049800 6215			ZOO PARK FUEL USAGE			6.50		
	<b>LINE AMOUNT</b>						<b>1,152.05</b>		
	<b>CHECK TOTAL</b>						<b>1,152.05</b>		

Report generated: 06/27/2024 10:32:54  
 User: Pam Spann (pams)  
 Program ID: apwarrrt



# City of Jackson

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024

VENDOR	CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
401191	SYLVIA WADE										
	ACCOUNT DETAIL										
	1 00550126	6419									
				0000		INV	07/02/2024	001113082	1,152.05		
								LINE AMOUNT			
								132.00			
								CHECK TOTAL	132.00		
401847	T ENTERPRISES										
	ACCOUNT DETAIL										
	1 00140500	6464									
				0000		INV	07/02/2024	1238037-01	173.50		
								LINE AMOUNT			
								173.50			
								CHECK TOTAL	173.50		
401266	TAWNAY JOHNSON										
	ACCOUNT DETAIL										
	1 00550110	6419									
				0000		INV	07/02/2024	06182024	525.00		
								LINE AMOUNT			
								525.00			
								CHECK TOTAL	525.00		
401188	TERRI MELTON PALMER										
	ACCOUNT DETAIL										
	1 00550126	6419									
				0000		INV	07/02/2024	001113071	33.00		
								LINE AMOUNT			
								33.00			
								CHECK TOTAL	33.00		
71979	THE CRITTER CATCHER L										
	ACCOUNT DETAIL										
	1 00144170	6419									
				0000		INV	07/02/2024	1878	4,750.00		
								LINE AMOUNT			
								4,750.00			
								CHECK TOTAL	4,750.00		
401642	THE EVANS AGENCY, INC										
	ACCOUNT DETAIL										
	1 00140792	6541									
				0000		INV	07/02/2024	15	190,346.00		
								LINE AMOUNT			
								190,346.00			
								CHECK TOTAL	190,346.00		

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 Program ID:



# City of Jackson

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
DUE DATE: 07/02/2024

CASH/ACCOUNT: 999 1100 POOLED CASH - AP DISBURSEMENTS  
VENDOR REMIT PO TYPE DUE DATE INVOICE AMOUNT VOUCHER CHECK

69925 THE MISSISSIPPI LINK  
ACCOUNT DETAIL  
1 18756520 6444 TRANSIT S LEGAL ADS INV 07/02/2024 28227  
LINE AMOUNT 81.27  
CHECK TOTAL 81.27

71627 THE TROPHY SHOPPE LLC  
ACCOUNT DETAIL  
1 00144224 6729 ADMINISTR SUNDRY-AWA INV 07/02/2024 22-2029  
LINE AMOUNT 60.00  
CHECK TOTAL 60.00

71627 THE TROPHY SHOPPE LLC  
ACCOUNT DETAIL  
1 00144224 6729 ADMINISTR SUNDRY-AWA INV 07/02/2024 22-2033  
LINE AMOUNT 60.00  
CHECK TOTAL 60.00

401491 TRANSUNION RISK AND A  
ACCOUNT DETAIL  
1 00144470 6242 COMMUNITYDATA PROCE INV 07/02/2024 6179440-202405-1  
LINE AMOUNT 110.00  
CHECK TOTAL 110.00

61408 ULINE INC  
ACCOUNT DETAIL  
1 00144224 6422 ADMINISTR FREIGHT E INV 07/02/2024 178962537  
LINE AMOUNT 131.42  
2 00144229 6224 MOBILE CR LAW ENFOR INV 07/02/2024 1,906.70  
CHECK TOTAL 2,038.12

69412 UNITED PLUMBING & HEA  
ACCOUNT DETAIL  
1 00145300 6461 CARE & MA BUILDINGS INV 07/02/2024 1015812-1  
LINE AMOUNT 108.00  
CHECK TOTAL 108.00

69412 UNITED PLUMBING & HEA  
ACCOUNT DETAIL  
1 00550410 6419 PARKS - M OTHER PRO INV 07/02/2024 1015189-1  
LINE AMOUNT 216.00  
CHECK TOTAL 216.00

Report generated: 06/27/2024 10:32:54  
User: Pam Spann (pams)  
Program ID: apwarrnt

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS					
VENDOR	REMIT	PO	TYPE	DUEDATE	INVOICE	AMOUNT	VOUCHER	CHECK	
69412 UNITED PLUMBING & HEA ACCOUNT DETAIL	0000	77240578	INV	07/02/2024	1015270-1				
1 00145300 64619						216.00			
69412 UNITED PLUMBING & HEA ACCOUNT DETAIL	0000	77240570	INV	07/02/2024	1015597-2				
1 00550126 6317						216.00			
69412 UNITED PLUMBING & HEA ACCOUNT DETAIL	0000	77240572	INV	07/02/2024	1015943-1				
1 39049800 6317						1,248.00			
69412 UNITED PLUMBING & HEA ACCOUNT DETAIL	0000	77240568	INV	07/02/2024	1015915-1				
1 00550126 6317						216.00			
69412 UNITED PLUMBING & HEA ACCOUNT DETAIL	0000	77240594	INV	07/02/2024	1015977-1				
1 00144170 6461						813.00			
69412 UNITED PLUMBING & HEA ACCOUNT DETAIL	0000	24000858	INV	07/02/2024	1015798-1				
1 00144170 6461						241.00			
69412 UNITED PLUMBING & HEA ACCOUNT DETAIL	0000	24000859	INV	07/02/2024	1015780-1				
1 00144170 6461						914.00			
69412 UNITED PLUMBING & HEA ACCOUNT DETAIL	0000	77240610	INV	07/02/2024	1016007-1				
1 00145300 6461						452.00			
69412 UNITED PLUMBING & HEA ACCOUNT DETAIL	0000	77240611	INV	07/02/2024	1015957-1				
1 00145300 6461						216.00			
69412 UNITED PLUMBING & HEA ACCOUNT DETAIL	0000	77240611	INV	07/02/2024	1015957-1				
1 00145300 6461						358.00			

# City of Jackson

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024

CASH ACCOUNT: 999		1100		POLED CASH - AP DISBURSEMENTS		INVOICE		AMOUNT		VOUCHER		CHECK	
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK					
69412	UNITED PLUMBING & HEA	77240571	INV	07/02/2024	1015906-1								
	ACCOUNT DETAIL												
	1 00145300 6461		CARE & MA BUILDINGS			1,197.00							
						CHECK TOTAL							6,195.00
70140	UNIVERSAL SERVICES	77240587	INV	07/02/2024	28175								
	ACCOUNT DETAIL												
	1 00145300 6461		CARE & MA BUILDINGS			765.40							
						CHECK TOTAL							765.40
70140	UNIVERSAL SERVICES	77240586	INV	07/02/2024	28176								
	ACCOUNT DETAIL												
	1 00550126 6317		ATHLETICS OTHER REP			715.00							
						CHECK TOTAL							715.00
70140	UNIVERSAL SERVICES	77240585	INV	07/02/2024	28174								
	ACCOUNT DETAIL												
	1 00145300 6461		CARE & MA BUILDINGS			2,526.82							
						CHECK TOTAL							2,526.82
70140	UNIVERSAL SERVICES	77240531	INV	07/02/2024	28152								
	ACCOUNT DETAIL												
	1 00145300 6461		CARE & MA BUILDINGS			17,175.00							
						CHECK TOTAL							21,182.22
70240	UPCHURCH SERVICES LLC	24000529	INV	07/02/2024	248983								
	ACCOUNT DETAIL												
	1 39049800 6419		ZOO PARK OTHER PROF			8,360.00							
						CHECK TOTAL							8,360.00
401243	V L GRAY		INV	07/02/2024	001113062								
	ACCOUNT DETAIL												
	1 00550126 6419		ATHLETICS OTHER PRO			75.00							
						CHECK TOTAL							75.00



Report generated: 06/27/2024 10:32:54  
 User: Pam Spann (pams)  
 Program ID: apwarrnt





City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024

CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS				INVOICE		AMOUNT		VOUCHER		CHECK	
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK							
400405	VERNON MATLOCK	0000	24000872	EFT	07/02/2024	706									
	ACCOUNT DETAIL														
	1 00145124 6437														
400405	VERNON MATLOCK	0000	24000871	EFT	07/02/2024	707									
	ACCOUNT DETAIL														
	1 00145124 6437														
400405	VERNON MATLOCK	0000	24000877	EFT	07/02/2024	705									
	ACCOUNT DETAIL														
	1 00145124 6437														
400405	VERNON MATLOCK	0000	24000691	EFT	07/02/2024	270									
	ACCOUNT DETAIL														
	1 00145110 6419														
	2 00145124 6333														
	LINE AMOUNT														
	1,000.00														
	3,900.00														
	CHECK TOTAL														
	4,900.00														
402080	WALTER ANTONIO HURST	0000	ADMIN PAR	OTHER PRO	07/02/2024	39									
	ACCOUNT DETAIL														
	1 00550110 6419														
	LINE AMOUNT														
	600.00														
	CHECK TOTAL														
	600.00														
402080	WALTER ANTONIO HURST	0000	ADMIN PAR	OTHER PRO	07/02/2024	40									
	ACCOUNT DETAIL														
	1 00550110 6419														
	LINE AMOUNT														
	600.00														
	CHECK TOTAL														
	1,200.00														
18124	WATER SEWER BUSINESS	0000	PARKS-GO	WATER/SEWE	07/02/2024										
	ACCOUNT DETAIL														
	1 00550430 6452														
	LINE AMOUNT														
	320.62														
18124	WATER SEWER BUSINESS	0000	PARKS-GO	WATER/SEWE	07/02/2024										
	ACCOUNT DETAIL														
	1 00550430 6452														
	LINE AMOUNT														
	247,000.00														
	CHECK TOTAL														
	414.73														

Report generated: 06/27/2024 10:32:54  
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 Program ID: apwarnt

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



VENDOR	CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUEDATE	INVOICE	AMOUNT	VOUCHER	CHECK
18124	WATER SEWER BUSINESS			0000		INV	07/02/2024	522630000051424			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 00144226 6452							808.11			
18124	WATER SEWER BUSINESS			0000		INV	07/02/2024	696110000052424			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 00550410 6452							64.71			
18124	WATER SEWER BUSINESS			0000		INV	07/02/2024	572900000052424			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 00550430 6452							165.16			
18124	WATER SEWER BUSINESS			0000		INV	07/02/2024	955320000052524			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 00550125 6452							337.52			
18124	WATER SEWER BUSINESS			0000		INV	07/02/2024	911010000052424			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 00550410 6452							259.72			
18124	WATER SEWER BUSINESS			0000		INV	07/02/2024	242540000110823			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 00550125 6452							95.82			
18124	WATER SEWER BUSINESS			0000		INV	07/02/2024	257000000053024			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 00550430 6452							640.00			
18124	WATER SEWER BUSINESS			0000		INV	07/02/2024	623010000053024			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 00550430 6452							160.00			
18124	WATER SEWER BUSINESS			0000		INV	07/02/2024	400100000053024			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 00550410 6452							160.00			

Report generated: 06/27/2024 10:32:54  
 User: Pam Spann (pams)  
 Program ID: apwarml

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



VENDOR	CASH ACCOUNT	999	1100	REMIT	FO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
18124	WATER SEWER BUSINESS	ACCOUNT DETAIL	1 00145300 6452	0000		INV	07/02/2024	2825300000053024	160.00		
								LINE AMOUNT			
									160.00		
18124	WATER SEWER BUSINESS	ACCOUNT DETAIL	1 00550125 6452	0000		INV	07/02/2024	5646300000053024	20.00		
								LINE AMOUNT			
									20.00		
18124	WATER SEWER BUSINESS	ACCOUNT DETAIL	1 00550410 6452	0000		INV	07/02/2024	5374300000053024	40.67		
								LINE AMOUNT			
									40.67		
18124	WATER SEWER BUSINESS	ACCOUNT DETAIL	1 00145300 6452	0000		INV	07/02/2024	1597300000053024	20.00		
								LINE AMOUNT			
									20.00		
18124	WATER SEWER BUSINESS	ACCOUNT DETAIL	1 00550410 6452	0000		INV	07/02/2024	6175200000053024	160.00		
								LINE AMOUNT			
									160.00		
18124	WATER SEWER BUSINESS	ACCOUNT DETAIL	1 00145300 6452	0000		INV	07/02/2024	9465100000060424	320.00		
								LINE AMOUNT			
									320.00		
18124	WATER SEWER BUSINESS	ACCOUNT DETAIL	1 00145300 6452	0000		INV	07/02/2024	2565100000060424	20.04		
								LINE AMOUNT			
									20.04		
18124	WATER SEWER BUSINESS	ACCOUNT DETAIL	1 00140500 6452	0000		INV	07/02/2024	2970000000060424	916.12		
								LINE AMOUNT			
									916.12		
									436.66		

# City of Jackson

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



VENDOR	CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
18124	WATER SEWER BUSINESS	0000	0000			INV	07/02/2024	2422100000060424			
	ACCOUNT DETAIL										
	1 00143600 6452								394.57		
18124	WATER SEWER BUSINESS	0000	0000			INV	07/02/2024	2636300000053124			
	ACCOUNT DETAIL										
	1 00145300 6452								30.00		
18124	WATER SEWER BUSINESS	0000	0000			INV	07/02/2024	5150000000060424			
	ACCOUNT DETAIL										
	1 00149100 6452								656.43		
18124	WATER SEWER BUSINESS	0000	0000			INV	07/02/2024	0223300000060724			
	ACCOUNT DETAIL										
	1 00144170 6452								351.08		
18124	WATER SEWER BUSINESS	0000	0000			INV	07/02/2024	0569200000060724			
	ACCOUNT DETAIL										
	1 00144170 6452								212.47		
18124	WATER SEWER BUSINESS	0000	0000			INV	07/02/2024	6802300000060724			
	ACCOUNT DETAIL										
	1 00144170 6452								386.10		
18124	WATER SEWER BUSINESS	0000	0000			INV	07/02/2024	4373300000060724			
	ACCOUNT DETAIL										
	1 00144310 6452								2,627.53		
401973	WEST JACKSON COMMUNIT	0000	0000			INV	07/02/2024				
	ACCOUNT DETAIL										
	1 00143300 6742								10,000.00		
									2,627.53		
									10,178.06		
									10,000.00		
									10,000.00		

Report generated: 06/27/2024 10:32:54  
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City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CDD070224 07/02/2024  
 DUE DATE: 07/02/2024



VENDOR	CASH ACCOUNT	999	1100	POOLED CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
62672	WHEELER'S JANITORIAL	0000	77240568	INV	07/02/2024	1636848							
	ACCOUNT DETAIL												
	1	00145700	6213	CUSTODIAL CLEANING					LINE AMOUNT	4,172.50			
									CHECK TOTAL	4,172.50			
402005	XTREME JUMPERS LLC	0000		INV	07/02/2024	0306							
	ACCOUNT DETAIL												
	1	00550110	6419	ADMIN PAR OTHER PRO					LINE AMOUNT	250.00			
									CHECK TOTAL	250.00			
68420	YOUNG LEE VAN	0000		EFT	07/02/2024	360425							
	ACCOUNT DETAIL												
	1	00140794	6419	CLAIMS (O OTHER PRO					LINE AMOUNT	60.00			
									CHECK TOTAL	60.00			
402210	ZIALA E. CARTER	0000		INV	07/02/2024	001113083							
	ACCOUNT DETAIL												
	1	00550126	6419	ATHLETICS OTHER PRO					LINE AMOUNT	450.00			
									CHECK TOTAL	450.00			
70725	ZYAA INC	0000	77240596	INV	07/02/2024	957-1							
	ACCOUNT DETAIL												
	1	00145700	6213	CUSTODIAL CLEANING					LINE AMOUNT	1,825.03			
									CHECK TOTAL	1,825.03			
<b>613 INVOICES</b>										<b>4,662,151.39</b>	<b>WARRANT TOTAL</b>		<b>4,662,151.39</b>

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 User: Pam Spann (pams)  
 Program ID: apwarrnt

# City of Jackson

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Check Run Summary

CHECK RUN: CD070224 07/02/2024  
 DUE DATE: 07/02/2024



FUND	ORG	ACCOUNT	AMOUNT	AVLB BUDGET
0001	001	GENERAL FUND	119,563.63	
0001	001	GENERAL FUND	60,884.82	
0001	001	GENERAL FUND	91,807.92	
0001	00140180	ADVERTISING AND MARKE	636.96	
0001	00140193	MAYOR LUMUMBA (7/1/17	575.10	2,461.45
0001	00140198	CHIEF ADMINISTRATOR O	6,411.15	220.32
0001	00140198	CHIEF ADMINISTRATOR O	885.00	1,705.00
0001	00140198	CHIEF FINANCIAL OFFIC	70.58	248.34
0001	00140199	CHIEF FINANCIAL OFFIC	1,392.40	2,433.10
0001	00140200	CLERK OF COUNCIL	1,043.91	908.63
0001	00140200	CLERK OF COUNCIL	1,725.00	134.00
0001	00140200	CLERK OF COUNCIL	114.84	-70.36
0001	00140410	PLANNING & DEVELOPMEN	3,853.24	227.78
0001	00140410	PLANNING & DEVELOPMEN	149.73	413.45
0001	00140440	RENTAL AND REGISTRY	2,555.92	1,264.00
0001	00140500	OFFICE OF PUBLICATION	329.10	3,997.87
0001	00140500	OFFICE OF PUBLICATION	472.09	781.99
0001	00140500	OFFICE OF PUBLICATION	942.75	18,977.19
0001	00140500	OFFICE OF PUBLICATION	436.66	5,887.85
0001	00140610	INFORMATION SYSTEMS -	173.50	707.18
0001	00140610	INFORMATION SYSTEMS -	4,162.66	3,725.84
0001	00140700	LEGAL	63.62	0.00
0001	00140725	CIVIL SERVICE BOARD	329.60	440.62
0001	00140770	PUBLIC DEFENDER	32.42	907.30
0001	00140790	RISK MANAGEMENT	900.00	2,884.51
0001	00140792	WORKERS COMPENSATION-	20,000.00	0.00
0001	00140792	WORKERS COMPENSATION-	2,284.00	1,157,676.00
0001	00140794	CLAIMS (OTHER THAN ST	190,346.00	210,729.34
0001	00141140	OFFICE OF THE CONTROL	6,572.21	483,251.03
0001	00141140	OFFICE OF THE CONTROL	1,446.15	106,571.89
0001	00141300	PERSONNEL & CIVIL SER	155.84	149.86
0001	00141300	PERSONNEL & CIVIL SER	150.00	300.00
0001	00141600	CITY COUNCIL	300.00	11.46
0001	00141600	CITY COUNCIL	833.34	0.00
0001	00141600	CITY COUNCIL	9,057.29	5,682.90
0001	00142210	DEVELOPMENT ASSISTANC	3,400.00	4,000.00
0001	001422300	REDEVELOPMENT AUTHORI	6,905.80	5,641.43
0001	001422300	REDEVELOPMENT AUTHORI	591.92	416.91
0001	001422300	REDEVELOPMENT AUTHORI	350.00	0.00
0001	001422300	REDEVELOPMENT AUTHORI	8,788.50	6,046.75

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# City of Jackson

## ACCOUNTS PAYABLE CHECK RUN REPORT

Account ID	Description	Account Number	Amount	Balance
0001	REDEVELOPMENT AUTHORI	0001-0600-423-42300-01-100-01-000-6419	13,327.51	5,832.04
0001	REDEVELOPMENT AUTHORI	0001-0600-423-42300-01-100-01-000-6443	225.00	1,057.00
0001	REDEVELOPMENT AUTHORI	0001-0600-423-42300-01-100-01-000-6444	150.00	1,915.87
0001	REDEVELOPMENT AUTHORI	0001-0600-423-42300-01-100-01-000-6514	689.18	1,727.92
0001	JRA-NORTH FARIISH ST P	0001-0600-423-42350-01-100-01-000-6414	1,945.00	6,760.00
0001	JRA-NORTH FARIISH ST P	0001-0600-423-42350-01-100-01-000-6419	108.00	2,276.35
0001	OFFICE OF ECON DEV-AD	0001-0700-426-42610-01-100-01-000-6473	613.87	3,786.41
0001	BUSINESS DEVELOPMENT	0001-0700-426-42630-01-100-01-000-6444	651.20	13.50
0001	BUSINESS DEVELOPMENT	0001-0700-426-42630-01-100-01-000-6455	448.24	131.52
0001	MUNICIPAL CLERK	0001-0610-428-42800-01-100-01-000-6218	127.96	4,014.57
0001	MUNICIPAL CLERK	0001-0610-428-42800-01-100-01-000-6473	487.80	255.16
0001	SPECIAL PROGRAMS-ADMI	0001-0200-433-43300-01-100-03-000-6451	1,166.57	-9,222.03
0001	SPECIAL PROGRAMS-ADMI	0001-0200-433-43300-01-100-03-000-6812	11,550.58	6,204.75
0001	SPECIAL PROGRAMS-ADMI	0001-0200-433-43300-01-100-03-000-6742	10,000.00	12,519.00
0001	SMITH ROBERTSON MUSEU	0001-0200-436-43600-01-100-06-000-6317	4,462.61	691.37
0001	SMITH ROBERTSON MUSEU	0001-0200-436-43600-01-100-06-000-6452	394.57	3,383.14
0001	SMITH ROBERTSON MUSEU	0001-0200-436-43600-01-100-06-000-6473	303.02	650.00
0001	FIRE ADMINISTRATION	0001-0300-441-44110-01-100-04-000-6443	375.00	1.10
0001	FIRE ADMINISTRATION	0001-0300-441-44110-01-100-04-000-6514	292.24	-289.55
0001	EMERGENCY SERVICES DIVI	0001-0300-441-44120-01-100-04-000-6316	4,322.67	0.42
0001	HUMAN RESOURCES DIVIS	0001-0300-441-44140-01-100-04-000-6514	309.75	245.79
0001	FIRE VEHICLE REPAIR(U	0001-0300-441-44160-01-100-04-000-6514	47.74	-1.35
0001	FIRE STATIONS & BLDGS	0001-0300-441-44170-01-100-04-000-6246	1,798.00	0.00
0001	FIRE STATIONS & BLDGS	0001-0300-441-44170-01-100-04-000-6419	4,750.00	24,316.71
0001	FIRE STATIONS & BLDGS	0001-0300-441-44170-01-100-04-000-6452	8,298.15	4,200.21
0001	FIRE STATIONS & BLDGS	0001-0300-441-44170-01-100-04-000-6451	949.65	16,477.20
0001	FIRE STATIONS & BLDGS	0001-0300-441-44170-01-100-04-000-6453	570.66	-5,650.84
0001	OFFICE OF THE CHIEF	0001-0300-441-44170-01-100-04-000-6461	1,607.00	51.08
0001	SUPPORT SERVICES	0001-0400-442-44210-01-100-04-000-6443	625.00	2,910.00
0001	SUPPORT SERVICES	0001-0400-442-44220-01-100-04-000-6451	16,163.36	-19,355.59
0001	SUPPORT SERVICES	0001-0400-442-44220-01-100-04-000-6454	18,517.69	81,058.16
0001	SUPPORT SERVICES	0001-0400-442-44220-01-100-04-000-6465	6,383.89	837.98
0001	ANIMAL CONTROL	0001-0400-442-44223-01-100-04-000-6419	2,820.00	1,720.14
0001	ADMINISTRATIVE SERVIC	0001-0400-442-44224-01-100-04-000-6422	131.42	361.40
0001	ADMINISTRATIVE SERVIC	0001-0400-442-44224-01-100-04-000-6729	120.00	2,851.00
0001	STANDARDS AND TRAININ	0001-0400-442-44226-01-100-04-000-6452	808.11	1,313.78
0001	MOBILE CRIME SCENE UN	0001-0400-442-44229-01-100-04-000-6224	1,906.70	12,730.83
0001	OPERATIONS	0001-0400-442-44240-01-100-04-000-6316	29,300.37	35,684.76
0001	OPERATIONS	0001-0400-442-44240-01-100-04-000-6317	96.00	1,927.50
0001	OPERATIONS	0001-0400-442-44240-01-100-04-000-6868	126,564.00	4.00
0001	PRECINCT THREE	0001-0400-442-44243-01-100-04-000-6317	477.75	5,000.00
0001	PRECINCT FOUR	0001-0400-442-44244-01-100-04-000-6512	2,000.00	2,176.50
0001	TELECOMMUNICATIONS	0001-1200-443-44310-01-100-01-000-6451	1,420.93	640.38
0001	TELECOMMUNICATIONS	0001-1200-443-44310-01-100-01-000-6452	2,627.53	1,394.88
0001	BUILDING & PERMIT ADM	0001-0700-444-44420-01-100-01-000-6443	500.00	0.00







**ACCOUNTS PAYABLE CHECK RUN REPORT**



0005	00550110	ADMIN PARKS & RECREAT	0005-1100-501-50110-02-210-06-000-6514	RENTAL OF EQUIPMENT	348.20	143.98
0005	00550110	ADMIN PARKS & RECREAT	0005-1100-501-50110-02-210-06-000-6612	INTEREST ON DEBT	6,564.01	2,194.95
0005	00550125	PROGRAMMING	0005-1100-501-50125-02-210-06-000-6246	OFFICE FURNITURE AND	656.00	0.00
0005	00550125	PROGRAMMING	0005-1100-501-50125-02-210-06-000-6299	OTHER OPERATING SUPPL	499.98	-3,713.24
0005	00550125	PROGRAMMING	0005-1100-501-50125-02-210-06-000-6451	ELECTRIC LIGHT AND PO	1,175.47	8,044.83
0005	00550125	PROGRAMMING	0005-1100-501-50125-02-210-06-000-6452	WATERSEWER - UTILITY	453.34	93,816.41
0005	00550126	ATHLETICS	0005-1100-501-50126-02-210-06-000-6299	OTHER OPERATING SUPPL	106.00	168.05
0005	00550126	ATHLETICS	0005-1100-501-50126-02-210-06-000-6311	BUILDING MATERIALS	1,899.04	42.28
0005	00550126	ATHLETICS	0005-1100-501-50126-02-210-06-000-6315	ELECTRICAL MATERIALS	1,415.30	1,453.79
0005	00550126	ATHLETICS	0005-1100-501-50126-02-210-06-000-6317	OTHER REPAIR & MAINT	2,776.00	771.54
0005	00550126	ATHLETICS	0005-1100-501-50126-02-210-06-000-6317	OTHER PROFESSIONAL SE	4,309.00	67.22
0005	00550140	TENNIS COURTS	0005-1100-501-50140-02-210-06-000-6299	OTHER OPERATING SUPPL	733.15	89.00
0005	00550140	TENNIS COURTS	0005-1100-501-50140-02-210-06-000-6299	ELECTRIC LIGHT AND PO	1,841.62	546.26
0005	00550140	TENNIS COURTS	0005-1100-501-50140-02-210-06-000-6451	OTHER PROFESSIONAL SE	50.00	260.00
0005	00550180	AQUATICS	0005-1100-501-50180-02-210-06-000-6221	RECREATIONAL SUPPLIES	1,613.74	740.35
0005	00550180	AQUATICS	0005-1100-501-50180-02-210-06-000-6312	PAINTS OILS & GLASS	287.04	9.45
0005	00550180	AQUATICS	0005-1100-501-50180-02-210-06-000-6314	PLUMBING FIXTURES & S	1,378.16	100.00
0005	00550410	PARKS - MAINTENANCE	0005-1100-504-50410-02-210-06-000-6299	ELECTRIC LIGHT AND PO	307.51	680.00
0005	00550410	PARKS - MAINTENANCE	0005-1100-504-50410-02-210-06-000-6316	OTHER OPERATING SUPPL	205.99	149.54
0005	00550410	PARKS - MAINTENANCE	0005-1100-504-50410-02-210-06-000-6317	MOTOR VEHICLE REPAIR	7,897.44	1,607.58
0005	00550410	PARKS - MAINTENANCE	0005-1100-504-50410-02-210-06-000-6419	OTHER REPAIR & MAINT	2,843.75	989.14
0005	00550410	PARKS - MAINTENANCE	0005-1100-504-50410-02-210-06-000-6451	OTHER PROFESSIONAL SE	216.00	2,906.49
0005	00550410	PARKS - MAINTENANCE	0005-1100-504-50410-02-210-06-000-6452	ELECTRIC LIGHT AND PO	372.70	1,890.43
0005	00550430	PARKS -GOLF COURSE MA	0005-1100-504-50430-02-210-06-000-6514	WATER/SEWER - UTILITY	865.10	-74,720.25
0005	00550430	PARKS -GOLF COURSE MA	0005-1100-504-50430-02-210-06-000-6451	RENTAL OF EQUIPMENT	407.01	0.00
0005	00550460	PARKS -BASEBALL STADU	0005-1100-504-50460-02-210-06-000-6452	ELECTRIC LIGHT AND PO	208.82	-2,883.19
0005	00550460	PARKS -BASEBALL STADU	0005-1100-504-50460-02-210-06-000-6451	WATER/SEWER - UTILITY	1,700.51	-16,447.39
0005	00550460	PARKS -BASEBALL STADU	0005-1100-504-50460-02-210-06-000-6612	ELECTRIC LIGHT AND PO	887.79	-5,363.97
0005	00550460	PARKS -BASEBALL STADU	0005-1100-504-50460-02-210-06-000-6619	INTEREST ON DEBT	72.60	-1,238.43
				REPAYMENT OF LOAN	6,667.42	6,422.04
				<b>FUND TOTAL</b>	<b>57,117.02</b>	

0009	00945510	ADMINISTRATIVE - SANI	0009-0500-455-45510-05-550-17-000-6419	OTHER PROFESSIONAL SE	770.00	42,725.26
0009	00945510	ADMINISTRATIVE - SANI	0009-0500-455-45510-05-550-17-000-6492	PRIVATE GARBAGE COLLE	1,702,000.00	3,232,140.00
0009	00950610	LANDFILL OPERATIONS	0009-0500-506-50610-05-550-17-000-6218	OFFICE SUPPLIES	411.76	100.00
0009	00950610	LANDFILL OPERATIONS	0009-0500-506-50610-05-550-17-000-6299	OTHER OPERATING SUPPL	314.20	1,347.42
0009	00950610	LANDFILL OPERATIONS	0009-0500-506-50610-05-550-17-000-6316	MOTOR VEHICLE REPAIR	2,194.33	26,216.43
				<b>FUND TOTAL</b>	<b>1,705,690.29</b>	
0031	03152215	MAINTENANCE SUPPLY	0031-0500-522-52215-05-511-14-000-6514	RENTAL OF EQUIPMENT	103.85	54.50
				<b>FUND TOTAL</b>	<b>103.85</b>	

# City of Jackson

## ACCOUNTS PAYABLE CHECK RUN REPORT



0057 05755897 EMPLOYEE MEDICAL CENT 0057-0930-558-55897-06-610-07-000-6419

OTHER PROFESSIONAL SE 29,500.00 45,500.00

**FUND TOTAL 29,500.00**

0085 08680910 CDBG ADMINISTRATION 0085-0700-809-80910-02-220-02-000-6473  
 0085 08580920 OFFICE OF HSNG & COMM 0085-0700-809-80920-02-220-02-000-6473  
 0085 08582410 DEMOLITION 0085-0700-824-82410-02-220-02-000-6419

TRAVEL EXPENSE - OUT 1,183.18 -6,167.74  
 TRAVEL EXPENSE - OUT 636.93 -965.78  
 OTHER PROFESSIONAL SE 26,400.00 0.00

**FUND TOTAL 28,220.11**

0120 12090110 MS HOME CORPORATION 0120-0700-901-90110-02-220-02-000-6473

TRAVEL EXPENSE - OUT 3,376.75 -2,063.92

**FUND TOTAL 3,376.75**

0125 12592030 TITLE III TRANSPORTAT 0125-0200-920-92030-02-220-03-000-6419

OTHER PROFESSIONAL SE 26,667.00 21,998.00

**FUND TOTAL 26,667.00**

0173 17345190 1% ENGINEERING CAPITA 0173-0500-451-45190-04-400-05-000-6823  
 0173 17345190 1% ENGINEERING CAPITA 0173-0500-451-45190-04-400-05-000-6824

IMPROVEMENT OTHER THA 91,850.20 641,638.78  
 IMPROVEMENT OTHER THA 18,020.00 2,080,938.37

**FUND TOTAL 109,870.20**

0187 18756510 JATRAN-OPERATING ASSI 0187-0700-565-56510-05-540-15-000-6461  
 0187 18756520 TRANSIT SERVICES DIVI 0187-0700-565-56520-05-540-15-000-6218  
 0187 18756520 TRANSIT SERVICES DIVI 0187-0700-565-56520-05-540-15-000-6231  
 0187 18756520 TRANSIT SERVICES DIVI 0187-0700-565-56520-05-540-15-000-6419  
 0187 18756520 TRANSIT SERVICES DIVI 0187-0700-565-56520-05-540-15-000-6422  
 0187 18756520 TRANSIT SERVICES DIVI 0187-0700-565-56520-05-540-15-000-6444  
 0187 18756520 TRANSIT SERVICES DIVI 0187-0700-565-56520-05-540-15-000-6473  
 0187 18756520 TRANSIT SERVICES DIVI 0187-0700-565-56520-05-540-15-000-6514

BUILDINGS MAINTENANCE 4,013.91 209,057.35  
 OFFICE SUPPLIES 67.68 871.20  
 COMPUTER SOFTWARE 10,436.96 423,491.00  
 OTHER PROFESSIONAL SE 300.00 31,906.68  
 FREIGHT EXPRESS & TRU 61.81 5,750.22  
 LEGAL ADS ADVERTISING 1,050.87 15,228.60  
 TRAVEL EXPENSE - OUT 122.58 19,817.18  
 RENTAL OF EQUIPMENT 485.00 51,067.92

**FUND TOTAL 16,538.81**

0203 20355900 JXN CONVENTION & VISI 0203-0600-559-55900-07-710-01-000-6771

APPROP. CONV. + VISIT 302,839.60 0.00

**FUND TOTAL 302,839.60**

0213 21345190 ENGINEERING-CAPITAL I 0213-0500-451-45190-02-240-05-000-6823

IMPROVEMENT OTHER THA 10,592.77 663,821.86

**FUND TOTAL 10,592.77**

0300 30044346 P.A./G.A. OPERATIONAL 0300-0600-443-44346-01-100-01-000-6612

INTEREST ON DEBT 9,057.29 5,274.51

**FUND TOTAL 9,057.29**

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City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT



0371	37145190	COVID-19 RESPONSE FUN	0371-0500-451-45190-01-100-05-000-6541	INSURANCE PREMIUM PAY	29,420.00	0.00
				<b>FUND TOTAL</b>	<b>29,420.00</b>	
0372	37245190	MODERNIZATION TAX PRO	0372-0500-451-45190-04-400-05-000-6823	IMPROVEMENT OTHER THA	66,490.76	685,167.06
				IMPROVEMENT OTHER THA	472.54	211,953.00
				<b>FUND TOTAL</b>	<b>65,963.30</b>	
0378	37844281	2019 ED BRYNE MEMORIA	0378-0400-442-44281-02-220-04-000-6760	PAYMENT TO OTHER AGEN	11,663.00	11,663.00
				<b>FUND TOTAL</b>	<b>11,663.00</b>	
0385	38550413	FITLOT PARTNERSHIP	0385-1100-504-50413-02-230-03-000-6419	OTHER PROFESSIONAL SE	1,170.00	116.00
				<b>FUND TOTAL</b>	<b>1,170.00</b>	
0390	39049800	ZOOLOGICAL PARK	0390-1100-498-49800-02-210-06-000-6214	FEED FOR ANIMALS	1,145.55	19,427.04
				FUEL USAGE	6.50	1,052.39
				OFFICE SUPPLIES	90.94	700.95
				OTHER OPERATING SUPPL	104.97	104.75
				MOTOR VEHICLE REPAIR	323.50	1,100.00
				OTHER REPAIR & MAINT	216.00	8,280.05
				OTHER PROFESSIONAL SE	8,585.90	13,803.16
				<b>FUND TOTAL</b>	<b>10,473.36</b>	
0391	39140193	ARPA 2021 GENERAL GOV	0391-0600-401-40193-02-220-01-000-6419	OTHER PROFESSIONAL SE	60,000.00	123,300.00
				<b>FUND TOTAL</b>	<b>60,000.00</b>	
0399	39954000	LIBRARY FUND	0399-0600-540-54000-02-250-06-000-6742	CONTRIBUTION TO OTHER	182,250.66	0.00
				<b>FUND TOTAL</b>	<b>182,250.66</b>	
0401	40150130	DFA-SB2971-LIVINGSTON	0401-1100-501-50130-02-230-06-000-6221	RECREATIONAL SUPPLIES	18,558.50	20,000.00
				OTHER OPERATING SUPPL	931.72	0.00
				FREIGHT EXPRESS & TRU	100.00	0.00
				<b>FUND TOTAL</b>	<b>19,590.22</b>	
0420	42045190	MDOT- CMPDD PROJECTS	0420-0500-451-45190-02-220-05-000-6824	IMPROVEMENT OTHER THA	1,890.15	5,138,712.90
				<b>FUND TOTAL</b>	<b>1,890.15</b>	
<b>WARRANT SUMMARY TOTAL</b>					<b>4,662,151.39</b>	

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT



GRAND TOTAL 4,662,151.39

08/27/2024  
Pam Spain  
apwarrnt

# Payroll

12



**ORDER ADOPTING THE DEPARTMENT OF REVENUE'S UNIFORM ASSESSMENT SCHEDULE FOR THE ASSESSMENT, CALCULATION, AND COLLECTION OF AD VALOREM TAXES ON MOTOR VEHICLES FOR THE CITY OF JACKSON AND THE JACKSON MUNICIPAL SEPARATE SCHOOL DISTRICT FOR THE YEAR 2024-2025, AS CONSIDERED, EXAMINED, CORRECTED, AND EQUALIZED, SUBJECT TO THE RIGHT OF TAXPAYERS TO BE HEARD ON ALL OBJECTIONS MADE BY THEM IN WRITING AT A MEETING OF THE COUNCIL COMMENCING JULY 16, 2024, AND SUBJECT TO CHANGES AND CORRECTIONS BY THE COUNCIL AS AUTHORIZED BY LAW.**

5/23/24  
CITY OF JACKSON  
LUMUMBA

**WHEREAS**, Section 112 of the Mississippi Constitution of 1890 mandates that taxation shall be uniform and equal throughout the State and that all property not exempt from ad valorem taxation shall be taxed at its assessed value; and

**WHEREAS**, pursuant to "The Motor Vehicle Ad Valorem Tax Law of 1985," Section 27-51-15 of the M.C.A., as amended, state "[m]otor vehicles shall be assessed uniformly according to value, and such assessed value shall be determined by an assessment schedule which shall be prepared and made of minute record by the state tax commission and shall be certified . . . to the mayor or the presiding officer of the municipal boards of the various municipalities, and municipal separate school districts of the state, in care of the clerk of said respective boards, as the official motor vehicle assessment schedule which shall be used by the proper officials of both respective jurisdictions in assessing motor vehicle ad valorem taxes for the ensuing fiscal year; and

**WHEREAS** pursuant to Section 27-51-21 of the Mississippi Code, the Council of the City of Jackson, Mississippi, shall examine and consider the motor vehicle assessment schedule and shall adopt an order on their respective minutes that such motor vehicle assessment schedule is ready and open for inspection and examination by any interested taxpayer and that within a period of fifteen (15) days the respective boards shall reconvene in regular or adjourned meeting to hear and take action on any complaint, filed in writing, objecting to and petitioning for a specified reduction on any portion or portions of the assessment schedule affecting the complainant directly. The respective boards shall continue in session from day to day until all such objections and petitions have been heard, and action has been taken thereon; and

**WHEREAS**, within a period of fifteen (15) days the Council of the City of Jackson, Mississippi shall reconvene in regular or adjourned meeting to hear and take action on any complaint, filed in writing, objecting to and petitioning for a specified reduction on any portion or portions of the assessment schedule affecting the complainant directly. The Council of the City of Jackson shall continue in session from day to day until all such objections and petitions have been her and action has been taken thereon; and

**WHEREAS**, the Department of Administration recommends that the governing authority adopt the Uniform Assessments Schedule for Special Equipment, Semi-Trailers,

Agenda Item # 12  
July 2, 2024  
(Malembeka, Lumumba)



Concession Trailers, Utility Trailers, Boat Trailers, Horse and Stock Trailers for Fiscal Year 2024-2025, subject to the right of property owners to protest and object.

**IT IS, THEREFORE, ORDERED** that the Motor Vehicle Ad Valorem Tax Assessment Schedule be and the same is hereby approved, subject to the rights of citizens and property owners to object and protest thereto, and that the Municipal Clerk be and she is hereby authorized and directed to give notice thereof by publication in the Mississippi Link, a newspaper of general circulation in the City of Jackson, Mississippi, one time on July 11, 2024, the publication of which shall be made no more than fifteen (15) days prior to the regular meeting of the Council to be held on July 16, 2024, notifying the public and taxpayers of the City of Jackson and of the Jackson Municipal Separate School District that the said motor vehicle ad valorem tax assessment schedule for the year 2024-2025, and the valuation therein set forth has been considered and approved by the Council, and is now ready for inspection and examination by the public, and that any objection to the valuation set forth and contained in said assessment schedule must be filed in writing with the Municipal Clerk at City Hall located at 219 S. President Street in Jackson, Mississippi, on or before 10:00 a.m. on July 16, 2024 at which time the Council will convene in regular session and commence hearing and considering objections, if any, to the said schedule and the valuation contained therein, and will continue hearing from day to day thereafter until all taxpayers and parties in interest who have filed written objections to any of the said valuations contained in said schedule have been heard and such objections have been disposed of in the manner approved by law.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET    DATE: May 16, 2024**

<b>P O I N T S</b>		<b>C O M M E N T S</b>			
1.	<b>Brief Description/Purpose</b>	ORDER ADOPTING THE DEPARTMENT OF REVENUE'S UNIFORM ASSESSMENT SCHEDULE FOR THE ASSESSMENT, CALCULATION, AND COLLECTION OF AD VALOREM TAXES ON MOTOR VEHICLES FOR THE CITY OF JACKSON AND THE JACKSON MUNICIPAL SEPARATE SCHOOL DISTRICT FOR THE YEAR 2024-2025, AS CONSIDERED, EXAMINED, CORRECTED, AND EQUALIZED, SUBJECT TO THE RIGHT OF TAXPAYERS TO BE HEARD ON ALL OBJECTIONS MADE BY THEM IN WRITING AT A MEETING OF THE COUNCIL COMMENCING JULY 16, 2024, AND SUBJECT TO CHANGES AND CORRECTIONS BY THE COUNCIL AS AUTHORIZED BY LAW.			
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	CHANGES IN CITY GOVERNMENT			
3.	<b>Who will be affected</b>	ALL TAXPAYERS IN THE CITY OF JACKSON, MISSISSIPPI AND THE PUBLIC SCHOOL DISTRICT			
4.	<b>Benefits</b>	PROVIDE FOR COLLECTION OF MOTOR VEHICLE AD VALOREM TAXES			
5.	<b>Schedule (beginning date)</b>	UPON APPROVAL BY CITY COUNCIL			
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 ADMINISTRATION			
8.	<b>COST</b>	N/A			
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	N/A			
10.	<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___



## MEMORANDUM

**TO:** Mayor Chokwe A. Lumumba

**FROM:** Sharon Thames, Deputy Director  
Department of Administration

**DATE:** May 16, 2024

**RE:** 2024-2025 Uniform Assessment Schedule for the Assessment, Calculation,  
and Collection of Ad Valorem Taxes on Motor Vehicles

---

The Department of Revenue prepared the Uniform Assessment Schedule for 2024-2025. The City will adopt the schedule as prepared by the Department of Revenue. Taxpayers can object to the Uniform Assessment Schedule, in writing with the Municipal Clerk, on or before the Council meeting to be held on July 16, 2024. If no protests are received, the Council may then approve the 2024-2025 Uniform Assessment Schedule as prepared by the Department of Revenue.

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  
6/11/24  
A.M.

## OFFICE OF THE CITY ATTORNEY

---

This ORDER ADOPTING THE DEPARTMENT OF REVENUE'S UNIFORM ASSESSMENT SCHEDULE FOR THE ASSESSMENT, CALCULATION, AND COLLECTION OF AD VALOREM TAXES ON MOTOR VEHICLES FOR THE CITY OF JACKSON AND THE JACKSON MUNICIPAL SEPARATE SCHOOL DISTRICT FOR THE YEAR 2024-2025, AS CONSIDERED, EXAMINED, CORRECTED, AND EQUALIZED, SUBJECT TO THE RIGHT OF TAXPAYERS TO BE HEARD ON ALL OBJECTIONS MADE BY THEM IN WRITING AT A MEETING OF THE COUNCIL COMMENCING JULY 16, 2024, AND SUBJECT TO CHANGES AND CORRECTIONS BY THE COUNCIL AS AUTHORIZED BY LAW is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Drew Martin, City Attorney  
Sondra Moncure, Special Assistant A.M.

6/11/24  
Date

**UNIFORM  
ASSESSMENT SCHEDULE**

**For  
SPECIAL EQUIPMENT,  
SEMI-TRAILERS, CONCESSION TRAILERS,  
UTILITY TRAILERS,  
BOAT TRAILERS,  
HORSE AND STOCK TRAILERS**

**FISCAL YEAR**

**2024-2025**

**AUGUST 1, 2024 THROUGH JULY 31, 2025**

**Adopted by  
DEPARTMENT OF REVENUE  
Jackson, Mississippi**

**INDEX**

Commissioner Order.....	1
Rule 9 .....	2
Assessments.....	3-4

**SEMI-TRAILERS**

SEMI-TRAILERS.....	5-17
CONCESSION TRAILERS.....	18-19
UTILITY TRAILERS.....	20-34
BOAT TRAILERS.....	35-37
HORSE AND STOCK TRAILERS.....	38-64
MOPEDS, MINI CARS/TRUCKS AND GOLF CARTS	65-66

**ORDER ADOPTING ASSESSMENT SCHEDULE FOR  
MOTOR VEHICLE AD VALOREM TAXES FOR THE  
FISCAL YEAR 2024-2025**

WHEREAS, Section 27-51-15, Miss. Code Ann., provides that motor vehicles shall be assessed uniformly according to value and such assessed value shall be determined by an assessment schedule which shall be prepared and made of minute record by the Department of Revenue and shall be certified to the president of the board of supervisors of the various counties of the state, and to the mayor or the presiding officer of the municipal boards of the various municipalities, and municipal separate school districts of the state as the official motor vehicle assessment schedule which shall be used by the proper officials of both respective jurisdictions in assessing motor vehicle ad valorem taxes for the ensuing fiscal year; and,

WHEREAS, Section 27-51-19, Miss. Code Ann., provides that the Department of Revenue shall on or before the fifteenth day of June of each year, prepare and adopt an assessment schedule of motor vehicles, as defined in Section 27-51-5, Miss. Code Ann., which such assessment schedule, in its judgment, will tend to equalize the assessed value of property of this class with property of other classes in general, and which schedule, except as otherwise provided in Title 27, Chapter 51, Miss. Code Ann., as amended, shall be used by the tax collector of each county and each municipality and municipal separate school district, in assessing, calculating and collecting ad valorem taxes in each respective jurisdiction on all motor vehicles for such tax; and,

WHEREAS, said schedule, for the Fiscal Year 2024-2025 has been prepared in the manner and way required by law, and the assessment schedule for automobiles and most motorcycles is located in the computer network as part of the VIN/VIS System, with a copy of the schedule for special equipment, trailers, ambulances, and hearses (including motorcycles not included in the VIN/VIS system) attached hereto, and the Department of Revenue, being of the opinion that said schedule complies in all respects with the provisions of the aforesaid statute and amendments and should be adopted:

IT IS, THEREFORE, HEREBY ORDERED AND ADJUDGED that, the schedule for the Fiscal Year 2024-2025, for the assessment of ad valorem taxes for motor vehicles, as provided for by Title 27, Chapter 51, Miss. Code Ann., as amended, be and the same is hereby adopted for the purposes set forth in the aforesaid act and its amendments.

ORDERED AND ADJUDGED on this, the 6th day of May, 2024

DEPARTMENT OF REVENUE,  
Chris Graham, Commissioner

By *Lisa Chism*  
Director, Office of Property Tax

DEPARTMENT OF REVENUE

## PROPERTY ASSESSMENT BUREAU

### **RULE 9. MOTOR VEHICLE ASSESSMENTS**

Pursuant to Miss. Code Ann. Section 27-51-19, the Department of Revenue is required to annually prepare and adopt an assessment schedule for motor vehicles. In preparing this schedule, the Commission shall use a computer system package of assessments identified by the VIN ("vehicle identification number"). If the VIN does not produce an assessed value or if the computer system is not in operation, the local tax collector shall use the MSRP ("manufactured suggested retail price") with applicable depreciation percentage for the year in which the vehicle was manufactured.

The local tax collector shall be responsible for obtaining a source of MSRP(s) except for new vehicles. The taxpayer shall be responsible for supplying the MSRP for a new vehicle, by submitting a copy of the window sticker with the MSRP, to the tax collector at the time the tag is purchased.

The Department of Revenue will annually furnish to each tax collector an assessment schedule for trailers, motorcycles, special equipment, etc. to be used in the assessment of this type of property. This schedule will be furnished in hard copy or the Department of Revenue may use a computer system package of assessments identified by the VIN ("vehicle identification number"). If the VIN does not produce an assessed value or if the computer system is not in operation, the local tax collector shall use the MSRP ("manufactured suggested retail price") with applicable depreciation percentage for the year in which the vehicle was manufactured. For any model not listed, assess at 30% of current value if known, or use the "cost when new" multiplied by the percentages listed in the schedule for the years listed.

## **AUTOMOBILES & LIGHT TRUCKS**



**ASSESSMENT PERCENTAGES  
AND EXPLANATION**

2025	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015 & older
27%	23%	19%	15%	12%	9%	7%	5%	4%	3%	\$100

The motor vehicle assessment adopted by the Department of Revenue, is the computer system package of assessments identified by the VIN (vehicle identification number). If the VIN does not produce an assessed value, the MSRP (manufacturer's suggested retail price) is entered in the system and is multiplied by the applicable percentage for the year in which the vehicle was manufactured.

The above percentages are used to calculate the assessed value for automobiles and light trucks. These percentages represent the assessment ratio of 30% less applicable depreciation. The appropriate percentage is multiplied by the MSRP of the vehicle being tagged to arrive at the assessed value. For 2015 and older models the assessed value is \$100.

The Mississippi Constitution mandates that motor vehicles be assessed at 30% of true value. The Commission estimates that the true value of a new vehicle is approximately 90% of the MSRP. **The 30% assessment ratio multiplied by 90% produces an effective percentage of 27% that would be multiplied by the MSRP of new vehicles to arrive at assessed value.**

The Road and Privilege Tax on all passenger vehicles is \$15.00. See Sections 27-19-5 and 27-19-9, Miss. Code Ann., for the privilege tax on motorcycles, ambulances, hearses, school and church buses, and taxicabs.

**AMBULANCES & HEARSE**

**ASSESSMENT PERCENTAGES**

2025	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015 & older
27%	23%	19%	15%	12%	9%	7%	5%	4%	3%	\$100

**MOTORCYCLES**

**ASSESSMENT PERCENTAGES**

2025	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015 & older
27%	23%	17%	12%	9%	7%	6%	5%	4%	3%	2%

When assessing motorcycles enter the appropriate value and the assessment will be calculated by the percentage listed in the table. For any model not listed, use the "cost when new" multiplied by the percentages for the years listed.

**SPECIAL EQUIPMENT & TRAILERS**

**ASSESSMENT PERCENTAGES**

2025	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015 & older
30%	23%	17%	12%	9%	7%	6%	5%	4%	3%	2%

When assessing special equipment or trailers enter the appropriate value and the assessment will be calculated by the percentage listed in the table. For any model not listed, assess at 30% of current value if known or use the "cost when new" multiplied by the percentages for the years listed.

<u>SEMI-TRAILERS</u>	VAN TYPE	VALUES
<i>DRY FREIGHT ALL PURPOSE</i>	Aluminum, Plywood Walls, Wood Floor	
	40' - 43'-----	\$ 34,314
	45'-----	\$ 40,555
	48'-----	\$ 42,679
	53'-----	\$ 44,802



<u>SEMI-TRAILERS</u>	SIDE CURTAIN	VALUES
<i>DRY FREIGHT</i>	Steel and Aluminum	
	45'-----	\$ 46,194
	48'-----	\$ 49,450
	53'-----	\$ 51,922



**SEMI-TRAILERS      REFRIGERATED      VALUES**

***REFRIGERATED  
aka REEFER***      **Aluminum, Insulated,  
Extruded Aluminum Floor**

40' - 43'-----	\$	74,549
45'-----	\$	79,858
48'-----	\$	84,457
53'-----	\$	86,839



**SEMI-TRAILERS      DROP DECK VAN      VALUES**

**Aluminum, Plywood Walls, Hardwood  
Floor**

40' - 45'-----	\$	51,871
48'-----	\$	57,750
53'-----	\$	60,634



<u>SEMI-TRAILERS</u>	FLATBED TYPE	VALUES
<b>FLATBED</b>	<b>Steel, Wood Floor</b>	
	40'-----	\$ 39,168
	45'-----	\$ 40,615
	48'-----	\$ 41,882
	53'-----	\$ 46,497



<u>SEMI-TRAILERS</u>	FLATBED TYPE	VALUES
<b>FLATBED</b>	<b>Aluminum</b>	
	40'-----	\$ 45,388
	45'-----	\$ 46,835
	48'-----	\$ 48,102
	53'-----	\$ 52,717



<u>SEMI-TRAILERS</u>	FLATBED TYPE	VALUES
	Steel, Wood Floor	
<i>DROP DECK FLAT</i>		
	40' - 43'-----	\$ 49,575
	45'-----	\$ 51,092
	48'-----	\$ 52,607
	53'-----	\$ 54,122



<u>SEMI-TRAILERS</u>	FLATBED TYPE	VALUES
	Aluminum	
<i>DROP DECK FLAT</i>		
	40' - 43'-----	\$ 56,621
	45'-----	\$ 58,138
	48'-----	\$ 59,653
	53'-----	\$ 61,168



<b><u>SEMI-TRAILERS</u></b>	<b>LOWBOY</b>	<b>VALUES</b>
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<b><i>LOWBOY</i></b>	<b>Fixed Gooseneck</b>	
----------------------	------------------------	--

25 Ton-----	\$	70,467
35 Ton-----	\$	74,885
50 Ton-----	\$	80,623
60 Ton-----	\$	84,982



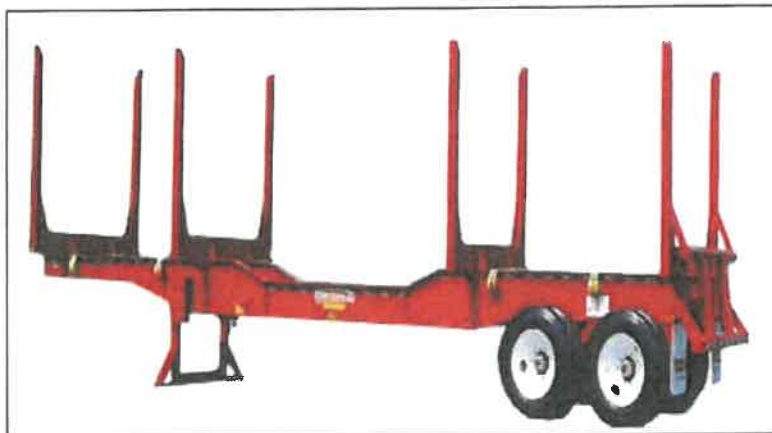
<b><u>SEMI-TRAILERS</u></b>	<b>LOWBOY</b>	<b>VALUES</b>
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<b><i>LOWBOY</i></b>	<b>Detachable Gooseneck</b>	
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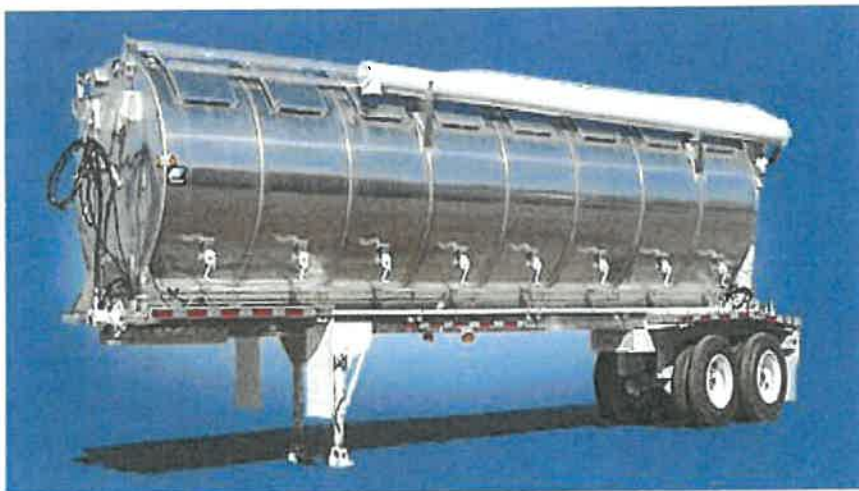
25 Ton-----	\$	79,216
35 Ton-----	\$	83,634
50 Ton-----	\$	89,372
60 Ton-----	\$	93,732



<u>SEMI-TRAILERS</u>	<u>LOG TRAILER</u>	<u>VALUES</u>
<i>LOG TRAILER</i>	4 Bolster-----	\$ 24,480
	Home Made-----	\$ 12,000



<u>SEMI-TRAILERS</u>	<u>FEED TRAILER</u>	<u>VALUES</u>
<i>FEED</i>	Aluminum-----	\$ 59,976





<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<b>PNEUMATIC DRY BULK aka POSSUM BELLY</b>	Aluminum	
	40' or less-----	\$ 97,314
	42'-----	\$ 99,684
<b>Cement, Lime, Sand, Etc.</b>	Steel	
	40' or less-----	\$ 75,940
	42'-----	\$ 78,310



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<b>ASPHALT</b>	Aluminum, Mild Steel	
	Liquid Asphalt-----	\$ 69,038



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>Uncoded</i>	<b>Stainless Steel</b>	
	Less than 7000 Gal-----	\$ 78,030
	7000 Gal-----	\$ 83,203
	More than 7000 Gal-----	\$ 86,229

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>MC 406, 407 &amp; 408</i>	<b>Stainless Steel</b>	
	<b>Multi-Purpose cargo</b>	
	Less than 7000 Gal-----	\$ 90,810
	7000 Gal-----	\$ 95,983
	More than 7000 Gal-----	\$ 99,009

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>MC 200, 201 &amp; 312</i>	<b>Stainless Steel</b>	
	<b>Rubber Lined</b>	
	Less than 7000 Gal-----	\$ 102,006
	7000 Gal-----	\$ 107,179
	More than 7000 Gal-----	\$ 110,205

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>MC 331</i>	<b>Stainless Steel</b>	
	<b>Compressed gases</b>	
	Less than 7000 Gal-----	\$ 114,955
	7000 Gal-----	\$ 120,128
	More than 7000 Gal-----	\$ 123,154



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>Uncoded</i>	<b>Aluminum</b>	
	Less Than 8,000 Gallons-----	\$ 67,755
	8,000 – 9,000 Gallons-----	\$ 68,101
	10,000 Gallons-----	\$ 70,840

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>MC 406,407 &amp; 408</i>	<b>Aluminum</b>	
	<b>Multi-Purpose cargo</b>	
	Less Than 8,000 Gallons-----	\$ 90,656
	8,000 – 9,000 Gallons-----	\$ 91,002
	10,000 Gallons-----	\$ 93,741

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>MC 200, 201 &amp; 312</i>	<b>Aluminum</b>	
	<b>Rubber Lined</b>	
	Less Than 8,000 Gallons-----	\$ 100,310
	8,000 – 9,000 Gallons-----	\$ 100,656
	10,000 Gallons-----	\$ 103,395

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>MC 331</i>	<b>Aluminum</b>	
	<b>Compressed gases</b>	
	Less Than 8,000 Gallons-----	\$ 113,259
	8,000 – 9,000 Gallons-----	\$ 113,605
	10,000 Gallons-----	\$ 116,344



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<b>LIQUIFIED GASES</b> <b>MC 308</b>	<b>Aluminum, Carbon Steel</b>	
	Less Than 8,000 Gallons-----	\$ 102,954
	8,000 – 9,000 Gallons-----	\$ 103,297
	10,000 Gallons-----	\$ 105,933



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<b>SANITARY</b> <b>FOOD GRADE</b> <b>Milk, Water,</b> <b>Syrup, Etc.</b>	Less Than 8,000 Gallons-----	\$ 58,773
	8,000 – 9,000 Gallons-----	\$ 64,087
	10,000 Gallons-----	\$ 67,053



<u>SEMI-TRAILERS</u>	<b>GRAIN</b>	<b>VALUES</b>
<b>GRAIN</b>	<b>Hopper &amp; Conveyor (Walking Floor)</b>	
	<b>Aluminum</b>	
	1 Hopper & Conveyor-----	\$ 47,051
	2 Hopper & Conveyor-----	\$ 48,518
	3 or more Hopper-----	\$ 49,668
	<b>Steel</b>	
	1 Hopper & Conveyor-----	\$ 37,501
2 Hopper & Conveyor-----	\$ 38,968	
3 or more Hopper-----	\$ 40,118	



<u>SEMI-TRAILERS</u>	<b>LIVESTOCK</b>	<b>VALUES</b>
<b>LIVESTOCK</b>	<b>Aluminum</b>	
	Less Than 42'-----	\$ 67,571
	43'- 47'-----	\$ 71,241
	48'-----	\$ 75,916
	53'-----	\$ 77,882
	<b>Stainless Steel</b>	
	Less Than 42'-----	\$ 60,668
	43'- 47'-----	\$ 64,488
	48'-----	\$ 69,027
53'-----	\$ 71,241	



**SEMI-TRAILERS**

**DUMP TYPE**

**VALUES**

**Aluminum**

24'-33'-----	\$	60,930
34'-35'-----	\$	67,549
36'-----	\$	68,400

**Stainless Steel**

24'-33'-----	\$	49,635
34'-35'-----	\$	56,254
36'-----	\$	57,104



**SEMI-TRAILERS**

**AUTO TRANSPORT**

**VALUES**

Most----- \$ 78,780



**SEMI-TRAILERS**

**CHIP**

**VALUES**

***CHIP***

**Aluminum**

42'----- \$ 36,010

45'----- \$ 36,865

48'----- \$ 41,483

53'----- \$ 42,338



**CONCESSION  
TRAILERS**

**BUMPER PULL**

**VALUES**

5X10-----	\$	11,500
6X10-----	\$	12,000
6X12-----	\$	12,650
6X14-----	\$	14,750
7X14-----	\$	21,600
7X16-----	\$	22,600
7X18-----	\$	23,285
7X20-----	\$	24,385
8X12-----	\$	19,500
8X14-----	\$	19,995
8X16-----	\$	20,995
8X18-----	\$	26,995
8X20-----	\$	31,990
8X24-----	\$	33,990
8X28-----	\$	35,799
8X30-----	\$	37,500





**CONCESSION  
TRAILERS**

**BBQ TRAILER**

**VALUES**

8X16-----	\$	30,000
8X18-----	\$	32,000
8X20-----	\$	34,000
8X28-----	\$	51,995
8X32-----	\$	71,995



**CONCESSION  
TRAILERS**

**GOOSENECK**

**VALUES**

8X20-----	\$	34,000
8X36-----	\$	53,000



<u>UTILITY TRAILER</u>	MOTORCYCLE	VALUES
PULL BEHIND	ALL-----	\$ 1,500



	MOTORCYCLE	VALUES
PULL BEHIND CAMPER	ALL-----	\$ 2,500



<u>UTILITY TRAILER</u>	<u>SINGLE OR DOUBLE AXLE</u>	<u>VALUES</u>
<b>FLAT BED, TILT OR DROP GATE</b>	4X6-----	\$ 548
	4X8-----	\$ 700
	4X10-----	\$ 850
	5X8-----	\$ 1,000
	5X10-----	\$ 1,345
	5X12-----	\$ 1,570
	5X14-----	\$ 1,595
	6X8-----	\$ 1,625
	6X10-----	\$ 1,670
	6X12-----	\$ 1,750
	6X14-----	\$ 1,765
	6X16-----	\$ 1,775
	6X18-----	\$ 2,265
	7X10-----	\$ 2,225
	7X12-----	\$ 2,335
	7X14-----	\$ 2,725
	7X16-----	\$ 2,775
	7X18-----	\$ 3,105
	7X20-----	\$ 3,650
	8X12-----	\$ 3,770
	8X14-----	\$ 4,022
	8X16-----	\$ 4,144
	8X18-----	\$ 4,327
	8X20-----	\$ 4,509
9X12-----	\$ 4,884	
9X14-----	\$ 5,259	
9X16-----	\$ 5,634	
9X18-----	\$ 6,009	
9X20-----	\$ 6,384	
9X24-----	\$ 6,759	



**UTILITY TRAILER**

**DUMP**

**VALUES**

4X6-----	\$	2,680
4X8-----	\$	3,200
4X9-----	\$	4,000
5X8-----	\$	5,200
5X10-----	\$	5,690
5X12-----	\$	6,080
6X10-----	\$	6,752
6X12-----	\$	6,880
6X14-----	\$	6,960
6X16-----	\$	7,000
7X10-----	\$	7,024
7X12-----	\$	7,072
7X14-----	\$	7,200
7X16-----	\$	7,344
7X20-----	\$	7,392
8X16-----	\$	7,520
8X18-----	\$	7,760
9X20-----	\$	8,616



<u>UTILITY TRAILER</u>	<u>EQUIPMENT</u>	<u>VALUES</u>	
<b>SOLID FLOOR WITH RAMPS OR DOVE TAIL</b>	6X20-----	\$	2,200
	6X24-----	\$	3,190
	7X14-----	\$	3,580
	7X16-----	\$	3,690
	7X18-----	\$	3,750
	7X20-----	\$	3,945
	7X24-----	\$	4,000
	8X20-----	\$	4,350
	8X25-----	\$	4,575
	9X18-----	\$	4,590
	9X24-----	\$	4,610
	9X26-----	\$	4,690



**UTILITY TRAILER**

**EQUIPMENT**

**VALUES**

**GOOSENECK AND  
GOOSENECK / PINTEL**

6X16-----	\$	3,499
6X18-----	\$	3,580
6X20-----	\$	3,629
6X24-----	\$	4,417
7X18-----	\$	4,428
7X20-----	\$	4,622
7X22-----	\$	4,671
7X24-----	\$	4,741
7X26-----	\$	4,763
8X20-----	\$	4,995
8X24-----	\$	5,005
8X26-----	\$	5,070
9X20-----	\$	5,130
9X24-----	\$	5,260
9X26-----	\$	5,616



<u>UTILITY TRAILER</u>	<u>CAR CARRIER</u>	<u>VALUES</u>
<b>OPEN / DRIVE ON</b>	6X20-----	\$ 2,479
	6X24-----	\$ 2,647
	7X14-----	\$ 2,680
	7X16-----	\$ 2,774
	7X18-----	\$ 2,900
	7X20-----	\$ 3,173
	7X24-----	\$ 3,216
	8X20-----	\$ 3,337
	8X25-----	\$ 3,404
	9X18-----	\$ 3,524
	9X24-----	\$ 3,678
	9X26-----	\$ 3,712



**UTILITY TRAILER**

**CAR CARRIER**

**VALUES**

**ENCLOSED**

8X18-----	\$	10,200
8X20-----	\$	11,700
8X22-----	\$	12,360
8X24-----	\$	12,990
8X26-----	\$	13,680
8X28-----	\$	13,800
8X30-----	\$	14,450
8X32-----	\$	15,000
8X34-----	\$	15,380
9X18-----	\$	15,720
9X20-----	\$	16,290
9X22-----	\$	16,400
9X24-----	\$	16,860
9X26-----	\$	16,990
9X28-----	\$	17,100
9X30-----	\$	17,280
9X32-----	\$	17,310

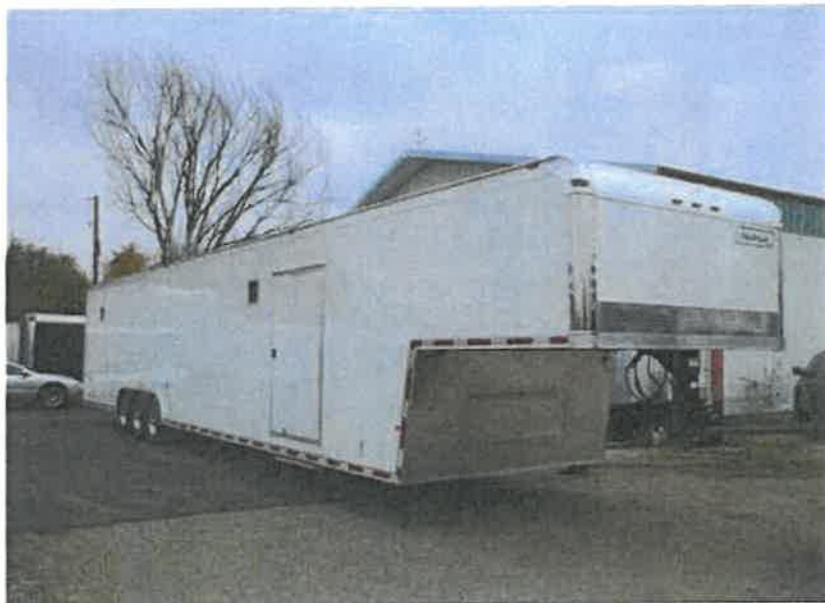




UTILITY TRAILER	CAR CARRIER	VALUES
ENCLOSED V- NOSE	8X20-----	\$ 11,900
	8X22-----	\$ 12,100
	8X24-----	\$ 13,225
	8X26-----	\$ 13,790
	8X28-----	\$ 14,355
	8X30-----	\$ 14,820
	8X32-----	\$ 15,320
	8X34-----	\$ 16,395



<u>UTILITY TRAILER</u>	<u>CAR CARRIER</u>	<u>VALUES</u>
<b>ENCLOSED</b>	8X20-----	\$ 12,970
	8X22-----	\$ 13,125
	8X24-----	\$ 13,200
<b>GOOSENECK / PINTEL</b>	8X26-----	\$ 13,320
	8X28-----	\$ 14,510
	8X30-----	\$ 14,760
	8X32-----	\$ 15,280
	8X34-----	\$ 15,500
	8X36-----	\$ 15,570
	8X38-----	\$ 15,900
	8X40-----	\$ 16,375
	8X42-----	\$ 16,550
	8X44-----	\$ 16,750
	8X46-----	\$ 16,900
	8X48-----	\$ 17,275
	8X50-----	\$ 17,500
	8X53-----	\$ 18,090
	9X28-----	\$ 18,500
	9X32-----	\$ 19,050
	9X44-----	\$ 19,900
9X48-----	\$ 26,215	
9X50-----	\$ 26,800	



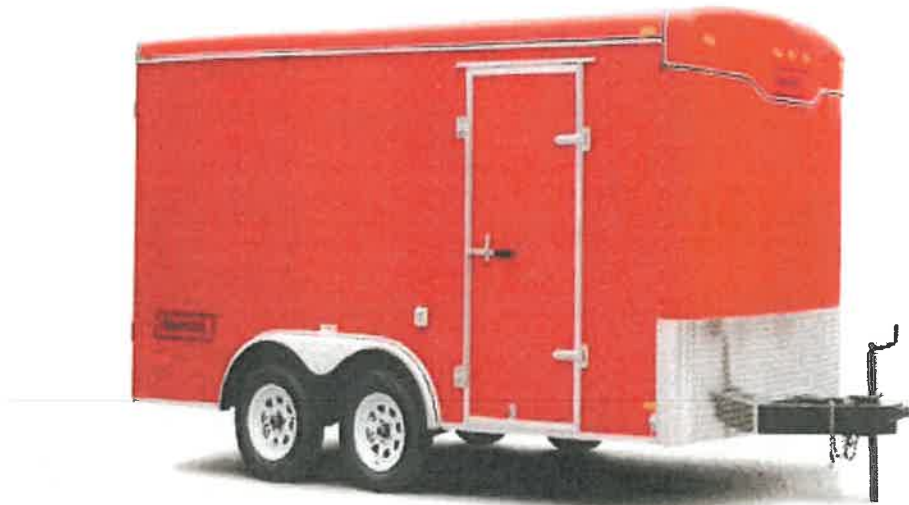
**UTILITY TRAILER**

**CARGO**

**VALUES**

**PULL BEHIND  
TANDEM AXLE**

6X8-----	\$	2,578
6X10-----	\$	3,845
6X12-----	\$	4,132
6X14-----	\$	4,429
6X16-----	\$	4,721
7X12-----	\$	4,323
7X14-----	\$	4,530
7X16-----	\$	4,800
7X18-----	\$	5,113
7X20-----	\$	5,413
7X22-----	\$	5,713
7X24-----	\$	6,013
8X12-----	\$	4,482
8X14-----	\$	5,134
8X16-----	\$	5,334
8X18-----	\$	5,534
8X20-----	\$	5,734
8X22-----	\$	5,934
8X24-----	\$	6,365
8X26-----	\$	6,565
8X28-----	\$	6,765
8X32-----	\$	6,965



<u>UTILITY TRAILER</u>	<u>CARGO</u>	<u>VALUES</u>
PULL BEHIND TANDEM AXLE V-NOSE	6X12-----	\$ 4,658
	6X14-----	\$ 4,774
	6X16-----	\$ 4,974
	6X18-----	\$ 5,159
	6X20-----	\$ 5,436
	7X12-----	\$ 4,874
	7X14-----	\$ 5,205
	7X16-----	\$ 5,467
	7X18-----	\$ 5,651
	7X20-----	\$ 5,890
	7X22-----	\$ 6,006
	7X24-----	\$ 6,468
	8X14-----	\$ 5,544
	8X16-----	\$ 5,805
	8X18-----	\$ 6,098
8X20-----	\$ 6,483	



<u>UTILITY TRAILER</u>	<u>CARGO</u>	<u>VALUES</u>
<b>PULL BEHIND SINGLE AXLE</b>	4X6-----	\$ 1,534
	5X6-----	\$ 1,804
	5X8-----	\$ 2,074
	5X10-----	\$ 2,344
	5X12-----	\$ 2,614
	6X10-----	\$ 2,694
	6X12-----	\$ 2,938
	6X14-----	\$ 3,203
	7X12-----	\$ 3,453
	7X14-----	\$ 3,703
	7X16-----	\$ 3,453
	8X12-----	\$ 3,703
	8X14-----	\$ 3,953



**UTILITY TRAILER**

**CARGO**

**VALUES**

**PULL BEHIND  
SINGLE AXLE  
V-NOSE**

5X8-----  
5X10-----  
5X12-----  
6X10-----  
6X12-----  
6X14-----  
7X12-----

\$ 2,592  
\$ 2,805  
\$ 2,902  
\$ 3,018  
\$ 3,199  
\$ 3,315  
\$ 3,605



<u>UTILITY TRAILER</u>	<u>CARGO</u>	<u>VALUES</u>
<b>GOOSENECK</b>	7X14-----	\$ 4,500
<b>TANDEM AXLE</b>	7X16-----	\$ 4,650
	7X18-----	\$ 4,770
	7X20-----	\$ 4,920
	7X22-----	\$ 4,990
	7X24-----	\$ 5,180
	8X14-----	\$ 4,870
	8X16-----	\$ 5,050
	8X18-----	\$ 5,190
	8X20-----	\$ 5,290
	8X22-----	\$ 5,505
	8X24-----	\$ 5,880



**UTILITY TRAILER**

**CARGO**

**VALUES**

**GOOSENECK  
TRI-AXLE**

9X34-----	\$	8,990
9X36-----	\$	9,625
9X38-----	\$	10,225
9X40-----	\$	10,800
9X42-----	\$	11,300
9X44-----	\$	11,775
9X46-----	\$	12,400
9X48-----	\$	15,000





<u>BOAT TRAILER</u>	<u>SINGLE AXLE</u>	<u>VALUES</u>
	15'-----	\$ 820
	16'-----	\$ 895
	17'-----	\$ 1,300
	18'-----	\$ 1,500
	19'-----	\$ 1,610
	20'-----	\$ 1,795
	21'-----	\$ 2,050
	22'-----	\$ 2,245



**BOAT TRAILER**

**TANDEM AXLE**

**VALUES**

17'-----	\$	1,575
18'-----	\$	1,855
19'-----	\$	2,105
20'-----	\$	2,195
21'-----	\$	2,455
22'-----	\$	2,720
23'-----	\$	3,220
24'-----	\$	3,695
25'-----	\$	4,165
26'-----	\$	4,640
27'-----	\$	5,125
28'-----	\$	5,385
29-----	\$	5,670
30'-----	\$	5,970
31'-----	\$	6,220
32'-----	\$	6,550
33'-----	\$	6,900
34'-----	\$	7,235
35'-----	\$	7,635
36'-----	\$	8,035



**BOAT TRAILER**

**TRI - AXLE**

**VALUES**

26'-----	\$	5,245
27'-----	\$	5,515
28'-----	\$	5,815
29'-----	\$	6,120
30'-----	\$	6,440
31'-----	\$	6,705
32'-----	\$	7,075
33'-----	\$	7,435
34'-----	\$	7,835
35'-----	\$	8,240
36'-----	\$	8,635
37'-----	\$	9,135
38'-----	\$	9,325
39'-----	\$	10,130
40'-----	\$	10,655



**HORSE AND STOCK TRAILERS**

**4-STAR**

**HORSE TRAILER TACK/DRESS ROOM**

**BUMPER PULL**

2 HORSE-----	\$	15,254
3 HORSE-----	\$	19,872
4 HORSE-----	\$	24,132

**GOOSENECK**

2 HORSE-----	\$	18,774
3 HORSE-----	\$	22,900
4 HORSE-----	\$	33,800
5 HORSE-----	\$	42,800
6 HORSE-----	\$	49,916

**ALUM-LINE**

**STOCK TRAILER**

**BUMPER PULL**

14'-----	\$	9,919
16'-----	\$	10,715
18'-----	\$	11,458

**GOOSENECK**

17'-----	\$	14,640
19'-----	\$	15,383
21'-----	\$	16,019
23'-----	\$	16,868
25'-----	\$	17,504
27'-----	\$	18,354
29'-----	\$	19,043
31'-----	\$	19,944

ALUM-LINE

HORSE TRAILER

**BUMPER PULL**

2 HORSE-----	\$	12,624
3 HORSE-----	\$	14,322

**GOOSENECK**

3 HORSE-----	\$	17,823
4 HORSE-----	\$	19,732
5 HORSE-----	\$	21,324
6 HORSE-----	\$	23,233

CHARMAC  
ALUMINUM

STOCK TRAILER

**BUMPER PULL**

16'-----	\$	9,942
18'-----	\$	10,397

**GOOSENECK**

16'-----	\$	11,447
18'-----	\$	12,625
20'-----	\$	12,837
22'-----	\$	13,367
24'-----	\$	14,004

HORSE TRAILER

**BUMPER PULL**

2 HORSE-----	\$	13,528
3 HORSE-----	\$	14,888
4 HORSE-----	\$	16,663

**GOOSENECK**

2 HORSE-----	\$	15,171
3 HORSE-----	\$	16,727
4 HORSE-----	\$	18,283
5 HORSE-----	\$	20,378
6 HORSE-----	\$	22,421

**CHARMAC**  
**STEEL**

**STOCK TRAILER**

BUMPER PULL

12'-----	\$	5,799
14'-----	\$	6,223
26'-----	\$	6,507
18'-----	\$	6,789

GOOSENECK

14'-----	\$	8,347
16'-----	\$	8,630
18'-----	\$	8,913
20'-----	\$	9,196
22'-----	\$	9,765
24'-----	\$	10,330
26'-----	\$	10,572
28'-----	\$	11,387

**CHARMAC**  
**STEEL**

**HORSE TRAILER**

BUMPER PULL

2 HORSE-----	\$	10,118
3 HORSE-----	\$	11,349
4 HORSE-----	\$	14,074

GOOSENECK

2 HORSE-----	\$	13,403
3 HORSE-----	\$	14,357
4 HORSE-----	\$	15,737
5 HORSE-----	\$	17,522
6 HORSE-----	\$	18,407

**HORSE TRAILER**  
**WITH LIVING QUARTERS**

GOOSENECK

3 HORSE-----	\$	36,990
4 HORSE-----	\$	39,130

**CIRCLE D      STOCK TRAILER**

GOOSENECK

16'-----	\$	7,532
18'-----	\$	7,850
20'-----	\$	8,275
24'-----	\$	8,911

**CM-ALUMINUM      STOCK TRAILER**

BUMPER PULL

16'-----	\$	14,790
----------	----	--------

GOOSENECK

16'-----	\$	17,994
20'-----	\$	18,360
24'-----	\$	20,220
28'-----	\$	21,659

**HORSE TRAILER**

BUMPER PULL

2 HORSE-----	\$	20,500
3 HORSE-----	\$	23,800
4 HORSE-----	\$	28,050

GOOSENECK

2 HORSE-----	\$	22,525
3 HORSE-----	\$	25,576
4 HORSE-----	\$	29,395
5 HORSE-----	\$	31,150
6 HORSE-----	\$	34,800

**CM-STEEL**

**STOCK TRAILER**

BUMPER PULL

10'-----	\$	4,774
12'-----	\$	5,092
14'-----	\$	5,728
16'-----	\$	5,994
17'-----	\$	6,859

GOOSENECK

12'-----	\$	8,142
14'-----	\$	8,514
16'-----	\$	8,699
20'-----	\$	9,813
24'-----	\$	11,458
28'-----	\$	13,526
32'-----	\$	15,012

**HORSE TRAILER**

BUMPER PULL

2 HORSE-----	\$	6,604
3 HORSE-----	\$	9,525

**DIAMOND D**

**STOCK TRAILER**

BUMPER PULL

12'-----	\$	4,698
16'-----	\$	5,074

GOOSENECK

12'-----	\$	6,058
14'-----	\$	6,490
16'-----	\$	7,759
18'-----	\$	8,539
20'-----	\$	8,757
24'-----	\$	9,511
28'-----	\$	10,150
32'-----	\$	10,723



**DIAMOND D**

**HORSE TRAILER  
WITH TACK ROOM**

BUMPER PULL

2 HORSE-----	\$	5,404
3 HORSE-----	\$	6,818

GOOSENECK

2 HORSE-----	\$	7,871
3 HORSE-----	\$	7,954
4 HORSE-----	\$	8,213
5 HORSE-----	\$	10,371

**DIAMOND D**

**HORSE TRAILER  
WITH DRESS ROOM**

BUMPER PULL

2 HORSE-----	\$	8,743
3 HORSE-----	\$	9,948
4 HORSE-----	\$	11,273

**HORSE TRAILER  
WITH TACK/DRESS ROOM**

GOOSENECK

2 HORSE-----	\$	11,473
3 HORSE-----	\$	12,850
4 HORSE-----	\$	14,504
5 HORSE-----	\$	15,475
6 HORSE-----	\$	17,770

**HORSE TRAILER  
WITH LIVING QUARTERS**

GOOSENECK

3 HORSE-----	\$	31,117
4 HORSE-----	\$	32,392

**DONAHUE**

**STOCK TRAILER**

**GOOSENECK**

16'-----	\$	6,895
20'-----	\$	7,903
24'-----	\$	8,699
28'-----	\$	10,609

**GOOSENECK w/HALF TOP**

16'-----	\$	7,426
20'-----	\$	8,434
24'-----	\$	8,911

**STOCK/COMBO TRAILER**

**GOOSENECK**

16'-----	\$	7,850
20'-----	\$	8,964
24'-----	\$	9,654

**DREAM COACH**  
**EMERALD**

**HORSE TRAILER**

**BUMPER PULL**

EMERALD 1-----	\$	15,489
EMERALD 2-----	\$	15,798

**GOOSENECK**

EMERALD 1	2 HORSE-----	\$	16,868
EMERALD 2	2 HORSE-----	\$	17,133
EMERALD 1	3 HORSE-----	\$	18,327
EMERALD 2	3 HORSE-----	\$	18,804

**HORSE TRAILER**  
**W/LIVING QUARTERS**

EMERALD 1	2 HORSE-----	\$	20,502
EMERALD 2	2 HORSE-----	\$	22,787
EMERALD 1	3 HORSE-----	\$	23,287
EMERALD 2	3 HORSE-----	\$	23,764

**DREAM COACH**  
**SILVER/PLATINUM**

**HORSE TRAILER**

BUMPER PULL

SILVER-----	\$	17,597
PLATINUM-----	\$	20,151

GOOSENECK

2 HORSE SILVER-----	\$	19,096
2 HORSE PLATINUM-----	\$	23,076
3 HORSE SILVER-----	\$	24,128
3 HORSE PLATINUM-----	\$	27,902

**HORSE TRAILER**  
**w/LIVING QUARTERS**

GOOSENECK

2 HORSE SILVER-----	\$	24,400
2 HORSE PLATINUM-----	\$	27,530
3 HORSE SILVER-----	\$	27,742
3 HORSE PLATINUM-----	\$	30,713

**ELITE**

**STOCK TRAILER**

BUMPER PULL

16'-----	\$	13,172
18'-----	\$	14,800

GOOSENECK

16'-----	\$	13,090
20'-----	\$	14,259
24'-----	\$	16,098
28'-----	\$	16,985

**ELITE**

**HORSE TRAILER**

BUMPER PULL

2 HORSE-----	\$	20,369
3 HORSE-----	\$	24,400

GOOSENECK

2 HORSE-----	\$	22,173
3 HORSE-----	\$	26,231
4 HORSE-----	\$	31,049
5 HORSE-----	\$	35,487
6 HORSE-----	\$	40,049

**EXISS**

**STOCK TRAILER**

BUMPER PULL

13'-----	\$	13,155
16'-----	\$	14,693

**STOCK/COMBO TRAILER**

BUMPER PULL

13'-----	\$	14,799
16'-----	\$	16,762

GOOSENECK

16'-----	\$	14,746
18'-----	\$	15,652
20'-----	\$	16,974
24'-----	\$	19,096

**EXISS**

**HORSE TRAILER**

BUMPER PULL

2 HORSE-----	\$	14,158
3 HORSE-----	\$	16,195

GOOSENECK

2 HORSE-----	\$	15,431
3 HORSE-----	\$	16,598
4 HORSE-----	\$	26,556
5 HORSE-----	\$	31,789
6 HORSE-----	\$	33,233

**HORSE TRAILER**  
**w/LIVING QUARTERS**

GOOSENECK

3 HORSE-----	\$	48,678
4 HORSE-----	\$	61,524
7 HORSE-----	\$	74,686

**FEATHERLITE**  
**ALUMINUM**

**STOCK TRAILER**

BUMPER PULL

10'-----	\$	11,850
12'-----	\$	12,346
14'-----	\$	13,290
16'-----	\$	14,335
18'-----	\$	14,708

GOOSENECK

16'-----	\$	15,341
18'-----	\$	15,750
20'-----	\$	16,175
24'-----	\$	17,706
30'-----	\$	22,261

**FEATHERLITE  
ALUMINUM**

**STOCK/COMBO TRAILER**

BUMPER PULL

12'-----	\$	11,380
16'-----	\$	12,423
18' 3 HORSE-----	\$	18,170
20' 4 HORSE-----	\$	19,716

GOOSENECK

16'-----	\$	17,670
18'-----	\$	17,689
20'-----	\$	18,785
24'-----	\$	20,379

**FEATHERLITE  
ALUMINUM**

**HORSE TRAILER**

BUMPER PULL

2 HORSE-----	\$	21,620
3 HORSE-----	\$	29,189
4 HORSE-----	\$	33,206

GOOSENECK

2 HORSE-----	\$	29,141
3 HORSE-----	\$	30,144
4 HORSE-----	\$	86,770
5 HORSE-----	\$	100,100
6 HORSE-----	\$	109,085
7 HORSE-----	\$	115,047
8 HORSE-----	\$	122,870

**HORSE TRAILER  
w/LIVING QUARTERS**

GOOSENECK

2 HORSE-----	\$	55,408
3 HORSE-----	\$	66,719
4 HORSE-----	\$	66,975

**FEATHERLITE  
STEEL**

**STOCK TRAILER**

**BUMPER PULL**

12'-----	\$	4,925
16'-----	\$	5,415

**GOOSENECK**

12'-----	\$	5,994
14'-----	\$	6,482
16'-----	\$	7,620
18'-----	\$	8,407
20'-----	\$	8,537
24'-----	\$	9,325

**FEATHERLITE  
STEEL**

**HORSE TRAILER**

**BUMPER PULL**

2 HORSE-----	\$	9,628
3 HORSE-----	\$	10,999
4 HORSE-----	\$	12,290

**GOOSENECK**

2 HORSE-----	\$	12,500
3 HORSE-----	\$	13,957
4 HORSE-----	\$	15,734
5 HORSE-----	\$	16,739
6 HORSE-----	\$	19,178

**HORSE TRAILER w/LIVING QUARTERS**

**GOOSENECK**

3 HORSE-----	\$	36,824
4 HORSE-----	\$	38,539

**HART**

**HORSE TRAILER**

BUMPER PULL

2 HORSE-----	\$	17,717
3 HORSE-----	\$	21,191

GOOSENECK

2 HORSE-----	\$	21,562
3 HORSE-----	\$	25,037
4 HORSE-----	\$	28,026
5 HORSE-----	\$	35,434

**HORSE TRAILER**  
**w/LIVING QUARTERS**

GOOSENECK

2 HORSE-----	\$	34,387
3 HORSE-----	\$	39,240
4 HORSE-----	\$	45,499

**HILLSBORO**  
**ALUMINUM**

**STOCK TRAILER**

GOOSENECK

16'-----	\$	18,241
18'-----	\$	19,736
20'-----	\$	20,772
22'-----	\$	21,444
24'-----	\$	21,900
26'-----	\$	26,833
28'-----	\$	27,538
30'-----	\$	33,493
32'-----	\$	34,303
34'-----	\$	35,095



**HILLSBORO**  
**STEEL**

**STOCK TRAILER**

GOOSENECK

16'-----	\$	8,221
18'-----	\$	8,672
20'-----	\$	8,999
24'-----	\$	10,294
28'-----	\$	12,318

**HILLSBORO**  
**ALUMINUM**

**STOCK/COMBO TRAILER**

GOOSENECK

3 HORSE-----	\$	22,766
4 HORSE-----	\$	26,140

**STEEL**

3 HORSE-----	\$	11,230
4 HORSE-----	\$	12,477

**JACKSON**

**HORSE TRAILER**

BUMPER PULL

2 HORSE-----	\$	12,853
3 HORSE-----	\$	15,022
4 HORSE-----	\$	16,709

GOOSENECK

2 HORSE-----	\$	15,786
3 HORSE-----	\$	19,202
4 HORSE-----	\$	23,283
6 HORSE-----	\$	28,278

**KIEFER BUILT**  
**ALUMINUM**

**STOCK TRAILER**

BUMPER PULL

16'-----	\$	11,882
18'-----	\$	13,632
20'-----	\$	13,950

GOOSENECK

16'-----	\$	17,239
18'-----	\$	18,035
20'-----	\$	18,141
22'-----	\$	19,255
24'-----	\$	20,157
26'-----	\$	23,817
28'-----	\$	23,870
30'-----	\$	24,050
32'-----	\$	24,165
34'-----	\$	25,389
36'-----	\$	27,279
38'-----	\$	29,222
40'-----	\$	31,290

**KIEFER BUILT**  
**ALUMINUM**

**HORSE TRAILER**

BUMPER PULL

2 HORSE-----	\$	17,356
3 HORSE-----	\$	18,756

GOOSENECK

2 HORSE-----	\$	23,251
3 HORSE-----	\$	25,835
4 HORSE-----	\$	27,689
5 HORSE-----	\$	31,814
6 HORSE-----	\$	33,895

**KIEFER BUILT**  
**ALUMINUM SKIN**

**HORSE TRAILER**

BUMPER PULL

2 HORSE-----	\$	10,845
3 HORSE-----	\$	11,300
4 HORSE-----	\$	13,105

GOOSENECK

2 HORSE-----	\$	14,600
3 HORSE-----	\$	21,170
4 HORSE-----	\$	23,345

**LOGAN COACH**

**STOCK TRAILER**

BUMPER PULL

13'-----	\$	4,905
16'-----	\$	5,730

GOOSENECK

16'-----	\$	8,735
18'-----	\$	9,224
20'-----	\$	9,377
24'-----	\$	10,502

**LOGAN COACH**

**HORSE TRAILER**

BUMPER PULL

2 HORSE-----	\$	11,675
3 HORSE-----	\$	13,845
4 HORSE-----	\$	15,450

GOOSENECK

2 HORSE-----	\$	13,192
3 HORSE-----	\$	18,261
4 HORSE-----	\$	23,727

**MERHOW**  
**ALUMINUM**

**HORSE TRAILER**

BUMPER PULL

2 HORSE-----	\$	15,745
3 HORSE-----	\$	19,695
4 HORSE-----	\$	22,670

GOOSENECK

2 HORSE-----	\$	19,760
3 HORSE-----	\$	23,660
4 HORSE-----	\$	26,560

**MERHOW**  
**STEEL**

**HORSE TRAILER**

BUMPER PULL

2 HORSE-----	\$	12,895
3 HORSE-----	\$	16,073
4 HORSE-----	\$	18,850

GOOSENECK

2 HORSE-----	\$	16,690
3 HORSE-----	\$	19,930
4 HORSE-----	\$	22,448

**PONDEROSA**  
**STEEL**

**STOCK TRAILER**

14'-----	\$	3,554
16'-----	\$	3,729
18'-----	\$	3,914

**HORSE TRAILER**

BUMPER PULL

2 HORSE-----	\$	4,495
3 HORSE-----	\$	5,295

GOOSENECK

3 HORSE-----	\$	6,995
4 HORSE-----	\$	7,495

**SOONER TRAILER**

**STOCK TRAILER**

**GOOSENECK**

16'-----	\$	13,890
20'-----	\$	14,170
24'-----	\$	18,501
26'-----	\$	22,840
28'-----	\$	23,862

**HORSE TRAILER**

**BUMPER PULL**

2 HORSE-----	\$	15,122
3 HORSE-----	\$	17,600

**GOOSENECK**

2 HORSE-----	\$	15,900
3 HORSE-----	\$	21,715
4 HORSE-----	\$	25,367
5 HORSE-----	\$	25,759
6 HORSE-----	\$	40,328

**SUNDOWNER**

**STOCK TRAILER**

**BUMPER PULL**

12'-----	\$	12,932
14'-----	\$	13,743
16'-----	\$	14,274
18'-----	\$	14,762
20'-----	\$	15,505
22'-----	\$	16,003

**GOOSENECK**

16'-----	\$	15,324
18'-----	\$	15,770
20'-----	\$	16,751
22'-----	\$	17,526
24'-----	\$	18,088
26'-----	\$	18,788
28'-----	\$	22,204
30'-----	\$	23,228

**SUNDOWNER**

**STOCK TRAILER**

**GOOSENECK CONTINUED**

32'-----	\$	23,711
34'-----	\$	24,416
36'-----	\$	25,132
38'-----	\$	25,864
40'-----	\$	26,580

**SUNDOWNER**

**HORSE TRAILER**

**BUMPER PULL**

2 HORSE-----	\$	15,442
3 HORSE-----	\$	16,995
4 HORSE-----	\$	20,847

**GOOSENECK**

2 HORSE-----	\$	19,179
3 HORSE-----	\$	24,795
4 HORSE-----	\$	30,455
5 HORSE-----	\$	35,174
6 HORSE-----	\$	37,894
7 HORSE-----	\$	43,466
8 HORSE-----	\$	47,003
9 HORSE-----	\$	49,250
10 HORSE-----	\$	49,542

**HORSE TRAILER w/LIVING QUARTERS**

2 HORSE-----	\$	62,969
3 HORSE-----	\$	70,304
4 HORSE-----	\$	76,340

**THURO-BILT**

**STOCK TRAILER**

**BUMPER PULL**

SPIRIT-----	\$	4,710
13'-----	\$	5,341
17'-----	\$	6,328
19'-----	\$	6,826

**HORSE TRAILER**

2 HORSE-----	\$	9,426
3 HORSE-----	\$	11,256
4 HORSE-----	\$	12,348

**TITAN**

**STOCK TRAILER**

**BUMPER PULL**

10'-----	\$	5,810
12'-----	\$	5,953
14'-----	\$	6,159
16'-----	\$	6,318
18'-----	\$	7,278
20'-----	\$	7,518

**GOOSENECK**

10'-----	\$	8,362
12'-----	\$	8,521
14'-----	\$	8,965
16'-----	\$	9,248
18'-----	\$	9,445
20'-----	\$	9,723
22'-----	\$	10,502
24'-----	\$	11,277
26'-----	\$	11,760
28'-----	\$	12,237
30'-----	\$	12,704
32'-----	\$	13,174

**TITAN**

**HORSE TRAILER**

**BUMPER PULL**

2 HORSE-----	\$	7,690
3 HORSE-----	\$	9,824
4 HORSE-----	\$	10,997

**GOOSENECK**

2 HORSE-----	\$	13,709
3 HORSE-----	\$	14,769
4 HORSE-----	\$	18,980
5 HORSE-----	\$	20,555

**TRAILS WEST**

**STOCK TRAILER**

**BUMPER PULL**

12'-----	\$	6,317
14'-----	\$	6,445
16'-----	\$	7,522
18'-----	\$	7,670

**GOOSENECK**

12'-----	\$	8,428
14'-----	\$	8,450
16'-----	\$	8,599
18'-----	\$	9,341
20'-----	\$	9,526
22'-----	\$	10,296
24'-----	\$	10,396

**TRAILS WEST**

**HORSE TRAILER**

**BUMPER PULL**

2 HORSE-----	\$	9,425
3 HORSE-----	\$	13,147
4 HORSE-----	\$	13,956

**GOOSENECK**

2 HORSE-----	\$	12,504
3 HORSE-----	\$	15,992
4 HORSE-----	\$	17,095
5 HORSE-----	\$	18,297
6 HORSE-----	\$	21,195



**W-W TRAILERS**

**STEEL**

**STOCK TRAILER**

**BUMPER PULL**

10'-----	\$	3,883
12'-----	\$	3,904
14'-----	\$	4,040
16'-----	\$	4,291
17'-----	\$	5,578

**GOOSENECK**

16'-----	\$	5,260
18'-----	\$	5,633
20'-----	\$	6,250
24'-----	\$	7,117
28'-----	\$	8,312

**HORSE TRAILER**

**BUMPER PULL**

1 HORSE-----	\$	3,363
2 HORSE-----	\$	6,418
3 HORSE-----	\$	6,680

**GOOSENECK**

3 HORSE-----	\$	9,293
4 HORSE-----	\$	10,476
6 HORSE-----	\$	10,714

**GENERIC STEEL STOCK TRAILER**

	<u>STEEL</u>	<u>ALUMINUM</u>
BUMPER PULL		
6X14-----	\$ 4,386	\$ 10,971
6X16-----	\$ 4,663	\$ 11,661
6X18-----	\$ 4,880	\$ 12,205
6X20-----	\$ 5,521	\$ 13,134

GOOSENECK

6X14-----	\$ 5,214	\$ 13,041
6X16-----	\$ 5,485	\$ 13,717
6X18-----	\$ 6,036	\$ 15,097
6X20-----	\$ 6,136	\$ 15,197
6X24-----	\$ 6,323	\$ 15,813

**HORSE TRAILER**

BUMPER PULL

TWO HORSE STRAIGHT LOAD----- \$ 4,323 \$ 10,812

TWO HORSE STRAIGHT LOAD  
w/TACK COMPARTMENT----- \$ 4,599 \$ 11,502

TWO HORSE STOCK  
w/TACK/DRESSING ROOM----- \$ 5,002 \$ 12,510

TWO HORSE SLANT  
w/TACK/DRESSING ROOM----- \$ 5,427 \$ 13,571

THREE HORSE SLANT  
w/TACK/DRESSING ROOM----- \$ 5,819 \$ 14,553

GOOSENECK

THREE HORSE SLANT  
w/TACK/DRESSING ROOM----- \$ 6,281 \$ 15,707

FOUR HORSE SLANT  
w/TACK/DRESSING ROOM----- \$ 6,726 \$ 16,822

**BUMPER PULL STOCK TRAILER**



**GOOSENECK STOCK TRAILER**



**BUMPER PULL COMBO TRAILER**



**GOOSENECK COMBO TRAILER**



**BUMPER PULL TRAILER w/TACK**



**GOOSENECK w/TACK/DRESSING ROOM**



**GOOSENECK w/LIVING QUARTERS**



**GENERIC**

**MOPED'S & SCOOTERS**

**GAS & ELECTRIC POWERED**

UP TO 50cc-----	\$	1,000
150cc-----	\$	1,500
200cc-----	\$	2,000
250cc-----	\$	2,500



**GENERIC**

**MINI TRUCKS AND CARS**

ALL-----	\$	5,500
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**GENERIC**

**STREET LEGAL GOLF CARTS**  
AKA (LSV) Low Speed Vehicles

2 PERSON-----	\$	8,500
4 PERSON-----	\$	9,200



**GENERIC**

**SMART CARS**

HATCHBACK-----	\$	16,007
CONVERTIBLES-----	\$	19,930







13



OFFICE OF THE CITY ATTORNEY  
 2024-07-02  
 13

**ORDER APPROVING PAYMENT OF INVOICES FOR SERVICES RECEIVED BY THE JACKSON POLICE DEPARTMENT FROM LIVE OAK PSYCHOLOGICAL ASSOCIATES**

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

**WHEREAS**, the Department of Human Resources obtained services from Live Oak Psychological Associates on behalf of the Jackson Police Department; and

**WHEREAS**, Live Oak Psychological Associates provides services to psychologically evaluate Jackson Police Department employees' fitness for duty; and

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

**WHEREAS**, Live Oak Psychological Associates provided documentation to support its invoices; and

**WHEREAS**, the invoices of Live Oak Psychological Associates remain unpaid; 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**, the invoices submitted by Live Oak Psychological Associates which remain unpaid are as follows:

Invoice Date	Invoice Amount	Service Rendered
6/24/2022	\$350.00	60 Min Session
7/18/2022	\$350.00	60 Min Session
8/8/2022	\$350.00	60 Min Session
8/26/2022	\$200.00	60 Min Session
9/7/2022	\$350.00	60 Min Session
1/30/2023	\$350.00	60 Min Session
2/2/2023	\$350.00	60 Min Session
2/6/2023	\$350.00	60 Min Session
4/24/2023	\$200.00	60 Min Session
12/18/2023	\$350.00	60 Min Session
1/15/2024	\$350.00	60 Min Session
<b>Total</b>	<b>\$3,550.00</b>	

**WHEREAS**, the best interest of the City of Jackson would be served by payment of the invoices because payment would ensure that future services can be procured.

Agenda Item # 13  
 July 2, 2024  
 (Wade, Lumumba)

**IT IS THEREFORE ORDERED** that the following invoices of Live Oak Psychological Associates are approved to be paid:

Invoice Date	Invoice Amount	Service Rendered
6/24/2022	\$350.00	60 Min Session
7/18/2022	\$350.00	60 Min Session
8/8/2022	\$350.00	60 Min Session
8/26/2022	\$200.00	60 Min Session
9/7/2022	\$350.00	60 Min Session
1/30/2023	\$350.00	60 Min Session
2/2/2023	\$350.00	60 Min Session
2/6/2023	\$350.00	60 Min Session
4/24/2023	\$200.00	60 Min Session
12/18/2023	\$350.00	60 Min Session
1/15/2024	\$350.00	60 Min Session
<b>Total</b>	<b>\$3,550.00</b>	

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE March 8, 2023

	<b>P O I N T S</b>	<b>C O M M E N T S</b>																														
1.	<b>Brief Description/Purpose</b>	ORDER APPROVING PAYMENT OF INVOICES FOR GOODS AND SERVICES RECEIVED BY THE JACKSON POLICE DEPARTMENT FROM LIVE OAK PSYCHOLOGICAL ASSOCIATES																														
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, Quality of Life, Changes in City Government																														
3.	<b>Who will be affected</b>	The City of Jackson and Live Oak Psychological Associates																														
4.	<b>Benefits</b>	Payment of invoices to the vendor.																														
5.	<b>Schedule (beginning date)</b>	Upon council approval																														
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	City in General																														
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input checked="" type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	Jackson Police Department																														
8.	<b>COST</b>	\$3,550.00																														
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund <input type="checkbox"/></li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	001.442.26.6419																														
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: 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>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> </table>	ABE	_____ %	WAIVER	yes _____	no _____	N/A _____	AABE	_____ %	WAIVER	yes _____	no _____	N/A _____	WBE	_____ %	WAIVER	yes _____	no _____	N/A _____	HBE	_____ %	WAIVER	yes _____	no _____	N/A _____	NABE	_____ %	WAIVER	yes _____	no _____	N/A _____
ABE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
AABE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
WBE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
HBE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
NABE	_____ %	WAIVER	yes _____	no _____	N/A _____																											



LIVE OAK  
PSYCHOLOGICAL ASSOCIATES, P.A.

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1151 North State Street, Suite 212  
Jackson, Mississippi 39202  
601-352-7398

Wednesday, May 29, 2024

Bridgette M. Morgan  
Deputy City Attorney II  
Office of the City Attorney  
455 East Capital Street  
Post Office Box 2779  
Jackson, MS 39207-2779

RE: **Invoice**

Dear Bridgette Morgan, Cleopatra Norris, Sharifa Graves, Michael Outland, Joseph Wade, et al:

I am writing in regard to the invoice from **Live Oak Psychological Associates**, which remains unpaid. The last payment from JPD/City of Jackson to Live Oak Psychological Associates occurred on August 17, 2022. I will attach a copy of the current invoice, as well as supporting documents, as requested, to this communication.

For clarification, our services have been utilized by JPD since 2018, with JPD being the "client," meaning that JPD is the entity requesting Psychological/Fitness for Duty evaluation(s) and JPD is the entity that receives the results of these evaluations. Typically, a memo is generated, the officer is scheduled, the evaluation is performed, and the results are provided.

It is imperative that this invoice is processed, paid and closed. Our office has communicated through several channels and personnel at JPD as well as the City of Jackson, to no avail.

Please do not hesitate to contact me directly if I may be of further assistance in this situation. As well, you may contact my office manager, Stacy Tyler, at 601-352-7398. Again, I am honored to provide Psychological services to the men and women of JPD. Please do not hesitate to contact me directly (office: 601-352-7398; cell: 601-454-6505) if I may be of further assistance in this situation. Thank you for your prompt attention to this matter.

Gratefully,

C. Bufkin Moore, Psy.D.  
Licensed Clinical Psychologist

# Live Oak Psychological Assoc

1151 North State St.  
Jackson, MS 39202-2407  
(601)352-7398

Page: 1

3/13/2024

**Patient:** Jackson Police Dept.

**Instructions:**

Complete the patient information portion of your insurance claim form. Attach this bill, signed and dated, and all other bills pertaining to the claim. If you have a deductible policy, hold your claim forms until you have met your deductible. Mail directly to your insurance carrier.

**Chart #:** JAC00000

**Case #:** 7969

Date	Description	Procedure	Modifier	Dx 1	Dx 2	Dx 3	Dx 4	Units	Charge
9/7/2022	60-min session	90837						1	350.00

*Ofc. Quinta Collier*

**Provider Information**

**Provider Name:** Cooper B. Moore PSY.D.  
**License:** NPI 1710011150  
**Insurance PIN:**  
**SSN or EIN:** 425080298

**Total Charges:** \$ 350.00  
**Total Payments:** \$ 0.00  
**Total Adjustments:** \$ 0.00  
**Total Due This Visit:** \$ 350.00  
**Total Account Balance:** \$ 5,250.00

**Assign and Release:** I hereby authorize payment of medical benefits to this physician for the services described above. I also authorize the release of any information necessary to process this claim.

**Patient Signature:** \_\_\_\_\_

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



**Live Oak Psychological Assoc**

1151 North State St.  
Jackson, MS 39202-2407  
(601)352-7398

Page: 1

3/13/2024

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**Chart #:** JAC00000

**Case #:** 7969

Date	Description	Procedure	Modifier	Dx 1	Dx 2	Dx 3	Dx 4	Units	Charge
8/8/2022	60-min session	90837						1	350.00

*ofc. Clarence Gibson*

**Provider Information**

**Provider Name:** Cooper B. Moore PSY.D.  
**License:** NPI 1710011150  
**Insurance PIN:**  
**SSN or EIN:** 425080298

**Total Charges:** \$ 350.00  
**Total Payments:** \$ 0.00  
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**Patient Signature:** \_\_\_\_\_

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

# Live Oak Psychological Assoc

1151 North State St.  
Jackson, MS 39202-2407  
(601)352-7398

3/13/2024

Page: 1

Patient: Jackson Police Dept.

Chart #: JAC00000

Case #: 7969

**Instructions:**

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Date	Description	Procedure	Modifier	Dx 1	Dx 2	Dx 3	Dx 4	Units	Charge
6/24/2022	60-min session	90837						1	350.00

Det: Alan Mayes

**Provider Information**

Provider Name: Cooper B. Moore PSY.D.  
License: NPI 1710011150  
Insurance PIN:  
SSN or EIN: 425080298

Total Charges: \$ 350.00  
Total Payments: \$ 0.00  
Total Adjustments: \$ 0.00  
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Patient Signature: \_\_\_\_\_

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

# Live Oak Psychological Assoc

1151 North State St.  
Jackson, MS 39202-2407  
(601)352-7398

Page: 1

3/13/2024

**Patient:** Jackson Police Dept.

**Instructions:**

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**Chart #:** JAC00000

**Case #:** 7969

Date	Description	Procedure	Modifier	Dx 1	Dx 2	Dx 3	Dx 4	Units	Charge
7/18/2022	60-min session	90837						1	350.00

*ofc Quadarius Draine*

**Provider Information**

Provider Name: Cooper B. Moore PSY.D.  
License: NPI 1710011150  
Insurance PIN:  
SSN or EIN: 425080298

Total Charges: \$ 350.00  
Total Payments: \$ 0.00  
Total Adjustments: \$ 0.00  
**Total Due This Visit: \$ 350.00**  
Total Account Balance: \$ 5,250.00

Assign and Release: I hereby authorize payment of medical benefits to this physician for the services described above. I also authorize the release of any information necessary to process this claim.

Patient Signature: \_\_\_\_\_

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

# Live Oak Psychological Assoc

1151 North State St.  
Jackson, MS 39202-2407  
(601)352-7398

Page: 1

3/13/2024

**Patient:** Jackson Police Dept.

**Chart #:** JAC00000

**Case #:** 7969

**Instructions:**

Complete the patient information portion of your insurance claim form. Attach this bill, signed and dated, and all other bills pertaining to the claim. If you have a deductible policy, hold your claim forms until you have met your deductible. Mail directly to your insurance carrier.

Date	Description	Procedure	Modifier	Dx 1	Dx 2	Dx 3	Dx 4	Units	Charge
2/2/2023	60-min session	90837						1	350.00

*Dr. Marguis Jackson*

**Provider Information**

Provider Name: Cooper B. Moore PSY.D.  
License: NPI 1710011150  
Insurance PIN:  
SSN or EIN: 425080298

Total Charges: \$ 350.00  
Total Payments: \$ 0.00  
Total Adjustments: \$ 0.00  
**Total Due This Visit: \$ 350.00**  
Total Account Balance: \$ 5,250.00

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Patient Signature: \_\_\_\_\_

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

# Live Oak Psychological Assoc

1151 North State St.  
Jackson, MS 39202-2407  
(601)352-7398

Page: 1

3/13/2024

Patient: Jackson Police Dept.

**Instructions:**

Complete the patient information portion of your insurance claim form. Attach this bill, signed and dated, and all other bills pertaining to the claim. If you have a deductible policy, hold your claim forms until you have met your deductible. Mail directly to your insurance carrier.

Chart #: JAC00000

Case #: 7969

Date	Description	Procedure	Modifier	Dx 1	Dx 2	Dx 3	Dx 4	Units	Charge
1/30/2023	60-min session	90837						1	350.00

*Ofc. Courtney Williams*

**Provider Information**

Provider Name: Cooper B. Moore PSY.D.  
License: NPI 1710011150  
Insurance PIN:  
SSN or EIN: 425080298

Total Charges: \$ 350.00  
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Patient Signature: \_\_\_\_\_

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

# Live Oak Psychological Assoc

1151 North State St.  
Jackson, MS 39202-2407  
(601)352-7398

Page: 1

3/13/2024

Patient: Jackson Police Dept.

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Chart #: JAC00000

Case #: 7969

Date	Description	Procedure	Modifier	Dx 1	Dx 2	Dx 3	Dx 4	Units	Charge
2/6/2023	60-min session	90837						1	350.00

ofc Blackman

**Provider Information**

Provider Name: Cooper B. Moore PSY.D.  
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Insurance PIN:  
SSN or EIN: 425080298

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Total Adjustments: \$ 0.00  
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Patient Signature: \_\_\_\_\_

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

# Live Oak Psychological Assoc

1151 North State St.  
Jackson, MS 39202-2407  
(601)352-7398

Page: 1

3/13/2024

Patient: Jackson Police Dept.

Chart #: JAC00000

Case #: 7969

**Instructions:**

Complete the patient information portion of your insurance claim form. Attach this bill, signed and dated, and all other bills pertaining to the claim. If you have a deductible policy, hold your claim forms until you have met your deductible. Mail directly to your insurance carrier.

Date	Description	Procedure	Modifier	Dx 1	Dx 2	Dx 3	Dx 4	Units	Charge
12/18/2023	60-min session	90837						1	350.00

*Ofc. Tanya Thompson*

**Provider Information**

Provider Name: Cooper B. Moore PSY.D.  
License: NPI 1710011150  
Insurance PIN:  
SSN or EIN: 425080298

Total Charges: \$ 350.00  
Total Payments: \$ 0.00  
Total Adjustments: \$ 0.00  
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Patient Signature: \_\_\_\_\_

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

# Live Oak Psychological Assoc

1151 North State St.  
Jackson, MS 39202-2407  
(601)352-7398

Page: 1

3/13/2024

**Patient:** Jackson Police Dept.

**Chart #:** JAC00000

**Case #:** 7969

**Instructions:**

Complete the patient information portion of your insurance claim form. Attach this bill, signed and dated, and all other bills pertaining to the claim. If you have a deductible policy, hold your claim forms until you have met your deductible. Mail directly to your insurance carrier.

Date	Description	Procedure	Modifier	Dx 1	Dx 2	Dx 3	Dx 4	Units	Charge
1/15/2024	60-min session	90837						1	350.00

*ofc. Tanya Thompson*

**Provider Information**

Provider Name: Cooper B. Moore PSY.D.  
License: NPI 1710011150  
Insurance PIN:  
SSN or EIN: 425080298

Total Charges: \$ 350.00  
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Assign and Release: I hereby authorize payment of medical benefits to this physician for the services described above. I also authorize the release of any information necessary to process this claim.

Patient Signature: \_\_\_\_\_

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



**Live Oak Psychological Assoc**

1151 North State St.  
Jackson, MS 39202-2407  
(601)352-7398

Page: 1

4/24/2024

**Patient:** Jackson Police Dept.

**Instructions:**

Complete the patient information portion of your insurance claim form. Attach this bill, signed and dated, and all other bills pertaining to the claim. If you have a deductible policy, hold your claim forms until you have met your deductible. Mail directly to your insurance carrier.

**Chart #:** JAC00000

**Case #:** 7969

Date	Description	Procedure	Modifier	Dx 1	Dx 2	Dx 3	Dx 4	Units	Charge
4/24/2023	60-min session	90837						1	200.00

Det, Daryl Tremayne Owens

**Provider Information**

<b>Provider Name:</b>	Cooper B. Moore PSY.D.
<b>License:</b>	NPI 1710011150
<b>Insurance PIN:</b>	
<b>SSN or EIN:</b>	425080298

<b>Total Charges:</b>	\$ 200.00
<b>Total Payments:</b>	\$ 0.00
<b>Total Adjustments:</b>	\$ 0.00
<b>Total Due This Visit:</b>	\$ 200.00
<b>Total Account Balance:</b>	\$ 5,300.00

**Assign and Release:** I hereby authorize payment of medical benefits to this physician for the services described above. I also authorize the release of any information necessary to process this claim.

**Patient Signature:** \_\_\_\_\_

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

**Live Oak Psychological Assoc**

1151 North State St.  
Jackson, MS 39202-2407  
(601)352-7398

Page: 1

4/24/2024

**Patient:** Jackson Police Dept.

**Chart #:** JAC00000

**Case #:** 7969

**Instructions:**

Complete the patient information portion of your insurance claim form. Attach this bill, signed and dated, and all other bills pertaining to the claim. If you have a deductible policy, hold your claim forms until you have met your deductible. Mail directly to your insurance carrier.

Date	Description	Procedure	Modifier	Dx 1	Dx 2	Dx 3	Dx 4	Units	Charge
8/26/2022	60-min session	90837						1	200.00

*ofc. Rakasha Adams*

**Provider Information**

<b>Provider Name:</b>	Cooper B. Moore PSY.D.
<b>License:</b>	NP1 1710011150
<b>Insurance PIN:</b>	
<b>SSN or EIN:</b>	425080298

<b>Total Charges:</b>	\$ 200.00
<b>Total Payments:</b>	\$ 0.00
<b>Total Adjustments:</b>	\$ 0.00
<b>Total Due This Visit:</b>	\$ 200.00
<b>Total Account Balance:</b>	\$ 5,300.00

**Assign and Release:** I hereby authorize payment of medical benefits to this physician for the services described above. I also authorize the release of any information necessary to process this claim.

**Patient Signature:** \_\_\_\_\_

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






Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER APPROVING PAYMENT OF INVOICES FOR SERVICES RECEIVED BY THE JACKSON POLICE DEPARTMENT FROM LIVE OAK PSYCHOLOGICAL ASSOCIATES legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Drew Martin, City Attorney  
Sondra Moncure, Special Assistant   
Bridgette Morgan, Deputy City Attorney 

  
\_\_\_\_\_  
Date



14



OFFICE OF THE CLERK OF SUPERIOR COURT  
JACKSON, MISSISSIPPI  
ALVIN

**ORDER REVISING THE 2023-2024 FISCAL YEAR BUDGET FOR THE JACKSON FIRE DEPARTMENT (OWENS, LUMUMBA)**

**WHEREAS**, the Jackson Fire Department requests revisions to its 2023-2024 Fiscal Year budget due to certain unanticipated needs that have arisen that necessitates the transfer of Ninety-Five Thousand Dollars (\$95,000) from the "Other Professional Services" account to various other accounts; and

**WHEREAS**, the Jackson Fire Department represents that these budget revisions are necessary to make various needed purchases of cleaning and sanitation supplies for all fire stations, uniforms for firepersons, equipment for apparatuses, and to equip emergency vehicles with required alerting systems; and

**WHEREAS**, Section 21-35-25 of the Mississippi Code Annotated, as amended, states that if it affirmatively appears at any time during the current fiscal year that there is in any fund or account any sum remaining unexpended and not needed or expected to be needed for the purpose or purposes for which appropriated in said budget, then the governing authorities may, in their discretion, transfer such sum or any part thereof to any other fund or funds or account or accounts where needed, by order to such effect entered upon their minutes. This shall not, however, authorize the expenditure of any funds for any purpose other than that for which the levy producing such funds was made; and

**WHEREAS**, the Jackson Fire Department represents that the Ninety-Five Thousand Dollars (\$95,000) that it currently seeks to transfer from the "Other Professional Services" account is comprised of unspent funds that are not needed or expected to be needed for the purpose(s) for which said funds were originally appropriated in the Fiscal Year 2023-2024 budget; and

**WHEREAS**, this intradepartmental transfer of funds is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, because the transfer requested in this Order, added to any previous Fiscal Year 2023-2024 Jackson Fire Department Budget intradepartmental transfers, does not exceed ten percent (10%) of the total budget amount appropriated to the Jackson Fire Department for Fiscal Year 2023-2024; and

**WHEREAS**, the Jackson Fire Department requests that its 2023-2024 Fiscal Year budget be revised as follows:

**FUNDS TRANSFERRED FROM:**

001.441.20- 6419 (Other Professional Services) \$95,000

**FUNDS TRANSFERRED TO:**

001.441.20-6213 (Cleaning & Sanitation Supplies) \$25,000

001.441.20-6217 (Uniforms & Work Clothing) \$25,000

001.441.20-6868 (Automobiles + Pickup Trucks) \$10,000

001.441.20-6299 (Other Operating Supplies) \$35,000

Agenda Item # 14  
July 2, 2024  
(Owens, Lumumba)



**WHEREAS**, it is in the best interests of the City that the Jackson Fire Department Fiscal Year 2023-2024 budget be revised as shown in the table above so that various needed purchases of cleaning and sanitation supplies for all fire stations, uniforms for firepersons, equipment for apparatuses, and to equip emergency vehicles with required alerting systems.

**IT IS THEREFORE ORDERED** that the Jackson Fire Department Fiscal Year 2023-2024 budget be revised as set forth in the table above; and

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

(OWENS, LUMUMBA)

ITEM #: \_\_\_\_\_ DATE: \_\_\_\_\_

# MEMORANDUM

**TO:** Mayor Chokwe A. Lumumba  
**FROM:** Willie Owens, Fire Chief  
**DATE:** June 6, 2024  
**RE:** Order Revising the 2023-2024 Fiscal Year Budget for Jackson Fire Department

---

Order Revising the 2023-2024 Fiscal Year Budget for Jackson Fire Department \$95,000

If you have any questions or concerns, please let me know.

WO/at

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## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

POINTS	COMMENTS																																																												
<b>1. Brief Description/Purpose</b>	<b>ORDER REVISING THE 2023-2024 FISCAL YEAR BUDGET FOR THE JACKSON FIRE DEPARTMENT (OWENS, LUMUMBA)</b>																																																												
<b>2. Purpose</b>	To make various needed purchases for the day to day operations of the Jackson Fire Department																																																												
<b>3. Who will be affected</b>	Jackson Fire Department																																																												
<b>4. Benefits</b>																																																													
<b>5. Schedule (beginning date)</b>	Upon approval by Council																																																												
<b>6. 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																																																												
<b>7. 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>	Jackson Fire Department																																																												
<b>8. COST</b>	\$95,000																																																												
<b>9. Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b> <input checked="" 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>	001.441.20-6419																																																												
<b>10 EBO participation</b>	<table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">ABE</td> <td style="width: 30%;">_____ %</td> <td style="width: 20%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">___</td> <td style="width: 10%;">no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A					AABE	_____ %	WAIVER	yes	___	no	___	N/A					WBE	_____ %	WAIVER	yes	___	no	___	N/A					HBE	_____ %	WAIVER	yes	___	no	___	N/A					NABE	_____ %	WAIVER	yes	___	no	___	N/A				
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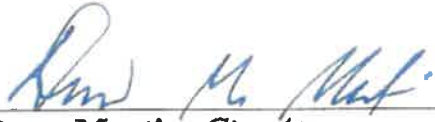
Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This ORDER REVISING THE 2023-2024 FISCAL YEAR BUDGET FOR THE JACKSON FIRE DEPARTMENT is legally sufficient for placement in NOVUS Agenda.



**Drew Martin, City Attorney**

**Sondra Moncure, Special Assistant** SM

**Justin Powell, Deputy City Attorney** JP 6/11/24

6/11/24

**Date**



15



**ORDER AMENDING THE FISCAL YEAR 2023-2024 MUNICIPAL BUDGET OF THE DEPARTMENT OF INFORMATION TECHNOLOGY AND FINANCE**

**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 accounts 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

OFFICE OF THE CITY ATTORNEY  
MAY 15 2024

**WHEREAS**, the Fiscal Year 2024 City of Jackson budget should be amended to provide funding for professional service contracts; and

**WHEREAS**, the Department of Information Technology has identified additional needs to be met by professional service contracts and recommends that the Municipal Budget be revised to provide funding for professional service contracts; and

**WHEREAS**, the Department of Information is recommending that the Municipal Budget be amended as follows:

From Account	Amount
001-406.10-6111	\$159,555.00
001-406.10-6131	\$9,892.00
001-406.10-6133	\$27,762.00
001-406.10-6136	\$2,313.00
<b>Total Amount</b>	<b>\$199,522.00</b>

**Transferred to**

001-406.10-6753 \$199,522.00

**Transferred From**

001-406.10-6753 \$199,522.00

**Transferred To**

004-5911 \$199,522.00

**Transferred From**

004-5911 \$199,522.00

**Transferred to**

004-904.00-6419 \$199,522.00



**WHEREAS**, Section 21-35-25 of the Mississippi Code Annotated, as amended, requires any amendments made on to an originally adopted budget which exceed ten percent (10%) of the total amount appropriated or authorized to be expended in a particular department fund to be published or posted within two (2) weeks of the action in a newspaper in the same manner as the final adopted budget; and

**WHEREAS**, pursuant to Section 21-35-25, separate amendments to an originally adopted budget during one fiscal year that affect a particular department fund shall be considered as one (1) amendment in determining whether the ten percent (10%) threshold requiring publication or posting has been reached; and

**WHEREAS**, the 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; and

**WHEREAS**, the vote of each member of the municipality's governing authority on each amendment must be included in the publication or posted notice; and

**WHEREAS**, the Department of Finance and Administration has reviewed the subject transfers and determined that publication in accordance with Section 21-35-25 of the Mississippi Code is not required.

**NOW, IT IS, THEREFORE ORDERED** that the Fiscal Year 2023-2024 budget be revised for the Department of Information Technology as stated above.

*Handwritten signature*  
OFFICE OF THE CITY ATTORNEY

**ORDER AMENDING THE FISCAL YEAR 2023-2024 MUNICIPAL BUDGET OF THE DEPARTMENT OF INFORMATION TECHNOLOGY**

OFFICE OF THE CITY ATTORNEY  
*Amend*  
*This Order revised by Finance Commission Account Numbers*

**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 accounts any sum remaining unexpended and not needed or expected to be needed for the purpose or purposes for which appropriated in said budget, then the governing authorities may, in their discretion transfer such sum or any part thereof to any other fund or funds or account or accounts where needed, by order to such effect entered upon their minutes. This shall not, however, authorize the expenditure of any funds for any purpose other than that for which the levy producing such funds was made, and

**WHEREAS**, the Fiscal Year 2024 City of Jackson budget should be amended to provide funding for professional service contracts; and

**WHEREAS**, the Department of Information Technology has identified additional needs to be met by professional service contracts and recommends that the Municipal Budget be revised to provide funding for professional service contracts; and

**WHEREAS**, the Department of Information is recommending that the Municipal Budget be amended as follows:

From account #	Account Description	Amount transferred from account	Receiving account #	Receiving account description	Amount transferred to receiving account
001-6111	Salaries	\$199,522.00	004-904.00-6419	Professional services	\$199,522.00

**WHEREAS**, Section 21-35-25 of the Mississippi Code Annotated, as amended, requires any amendments made on to an originally adopted budget which exceed ten percent (10%) of the total amount appropriated or authorized to be expended in a particular department fund to be published or posted within two (2) weeks of the action in a newspaper in the same manner as the final adopted budget; and

**WHEREAS**, pursuant to Section 21-35-25, separate amendments to an originally adopted budget during one fiscal year that affect a particular department fund shall be considered as one (1) amendment in determining whether the ten percent (10%) threshold requiring publication or posting has been reached; and

**WHEREAS**, the 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; and

**WHEREAS**, the vote of each member of the municipality's governing authority on each amendment must be included in the publication or posted notice; and

**WHEREAS**, the Department of Information Technology has determined that the proposed budget amendment is an intradepartmental transfer of \$199,522.00 and does not exceed ten percent (10%) of the total budget amount appropriated to a particular department fund in the fiscal year 2023-2024 budget.

**NOW, IT IS, THEREFORE ORDERED** that the Fiscal Year 2023-2024 budget be revised for the Department of Information Technology as stated above.

OF THE  
OF THE  
FORNEY





DEPARTMENT OF INFORMATION TECHNOLOGY

**MEMORANDUM**

Date: March 19, 2024  
To: Mayor Chokwe Antar Lumumba  
From: Dr. Muriel Reid, Director of Information Technology  
Subject: Agenda Item for Council Meeting

Attached is an agenda item requesting revisions from FY2023 to FY2024 budget for the Department of Information Technology. This adjustment involves transferring \$199,522 from vacant salaries to the technology fund, allocating funds for professional services related to Broadband, implementing digital inclusion initiatives, citywide connectivity, and cybersecurity.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET (Reid, Lumumba)**

DATE: 3/19/2024

<b>P O I N T S</b>		<b>C O M M E N T S</b>							
1.	<b>Brief Description/Purpose</b>	<b>ORDER AMENDING THE FISCAL YEAR 2023 BUDGET OF THE CITY OF JACKSON DEPARTMENT OF INFORMATION TECHNOLOGY</b>							
2.	<b>Purpose</b>	Requesting revise the FY2023 budget for the Department of Information Technology							
3.	<b>Who will be affected</b>	Citywide							
4.	<b>Benefits</b>	Adjust the budget of Information Technology							
5.	<b>Schedule (beginning date)</b>	Upon Council Approval							
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Citywide							
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Information Technology							
8.	<b>COST</b>	Move \$199,522 from Fund 1 to Fund 4							
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 \$199,522 from Fund 1 to Fund 4							
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

*[Handwritten signature]*  
OFFICE OF THE CITY ATTORNEY

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER AMENDING THE FISCAL YEAR 2023-2024 MUNICIPAL BUDGET OF THE DEPARTMENT OF INFORMATION TECHNOLOGY** is legally sufficient for placement in NOVUS Agenda.

*[Handwritten signature of Drew Martin]*

**Drew Martin, City Attorney**

*[Handwritten date: 5/14/24]*

**Date**

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

**Sondra Moncure, Special Assistant City Attorney**

*[Handwritten signature of Carrie Johnson]*  
*[Handwritten signature of Sondra Moncure]*  
*[Handwritten date: 5/14/24]*



16





**ORDER AUTHORIZING THE MAYOR TO PROCURE FIVE HUNDRED (500) MICROSOFT OFFICE 365 EXCHANGE LICENSES FROM METRIX SOLUTIONS**

OFFICE OF THE CITY ATTORNEY  
5/11/24  
7  
LUM

**WHEREAS**, the Department of Information Technology has determined that the 500 additional e-mail licenses are needed to support employees to have access to e-mail, calendars, and meeting creation; and

**WHEREAS**, the Department of Information Technology solicited two quotes for 500 Microsoft Office 365 Exchange Licenses from Metrix Solutions, LLC for \$24,000.00 and AETouch Technologies, Inc. for \$24,500.00; and

**WHEREAS**, Metrix Solutions, located at 190 East Capitol Street, Ste 175, Jackson, Mississippi, is a Partner or company authorized to distribute Microsoft Products and submitted Quote #062601 for 500 Microsoft Office 365 Exchange Licenses to the Director of the Department of Information Technology indicating that said software licenses can be provided at an annual cost of \$48.00 per licensed user for a total of \$24,000.00; and

**WHEREAS**, the following general terms apply to Microsoft Products when an order is accepted:

- All agreements will default to an annual agreement term rather than the option to have monthly terms. If a monthly term is desired, a 20% recurring fee on top of listed license price will apply.
  - *Annual agreements can still be billed on a monthly basis, but you are committed to paying for the entire twelve-month period.*
- Licenses can still be added throughout the term but cannot be removed. You have a 72-hour grace period to remove a license after it is added.
- All contracts will automatically auto-renew. If you want to cancel the auto-renewal notice must be sent 72 hours in advance.
- *Office 365 licenses have a minimum commitment term indicated on the order form. Office 365 licenses cannot be canceled or quantities decreased mid-term, but can be increased in quantities or upgraded to new licenses mid-term. The customer can make license change requests during the term without signing a new contract. Phone, E-mail, or support requests by authorized parties will be considered as approved changes to this license order.*

**WHEREAS**, the general terms contained language indicating that the agreement would be governed by and construed in accordance with the State of Washington and federal laws of the United States; and

**WHEREAS**, the City of Jackson does not agree to be bound by the laws of the State of Washington but does agree to be bound by federal law, if applicable; and

**WHEREAS**, the general terms included language concerning venues for bringing action in locations other than the City of Jackson, Mississippi; and

**WHEREAS**, the City of Jackson rejects any part of the agreement which would require it to appear in a jurisdiction other than the State of Mississippi, preferably in Jackson Mississippi; and

Agenda Item # 16  
July 2, 2024  
(Reid, Lumumba)

**WHEREAS**, the City of Jackson does not agree that the SLA will govern its remedies for breach of warranty but does agree that the remedies for any breach of warranty shall be governed by the laws of the State of Mississippi; and

**WHEREAS**, the City of Jackson does not agree to waive any warranty claims; and

**WHEREAS**, the City of Jackson does not agree to limiting any remedies or claims available to the City under the laws of the State of Mississippi; and

**WHEREAS**, the City of Jackson does not agree to pay an interest of 2% of the total amount payable but does agree to pay the amount set by the laws of the State of Mississippi.

**IT IS HEREBY ORDERED** that 500 Microsoft Office 365 Exchange Licenses may be procured from Metrix Solutions, an authorized distributor of Microsoft Products.

**IT IS HEREBY ORDERED** that \$24,000.0 annually may be paid for the Microsoft Project licenses.

**IT IS HEREBY ORDERED** that the 500 Microsoft Office 365 Exchange Licenses from Metrix Solutions, LLC for \$24,000.00 may be renewed annually without further order of the governing authorities, provided the cost of the licenses remains at \$24,000.00.

**IT IS HEREBY ORDERED** that the general terms of the Microsoft agreement are accepted save for those which have been expressly rejected above and that are contrary to the laws of the State of Mississippi.



**DEPARTMENT OF INFORMATION TECHNOLOGY**

**MEMORANDUM**

**Date:** March 19, 2024  
**To:** Mayor Chokwe Antar Lumumba  
**From:** Dr. Muriel Reid, Director  
**Subject:** Professional Service Agreement with Metrix Solution

The Department of Information Technology recommends purchasing email licenses from Metrix Solutions, a Mississippi-based company, to supply email services to the city. The city needs to procure an extra 500 licenses for incoming employees. Metrix Solutions has proposed a fee of \$24,000.00 for the 500 additional licenses.

mjr/asc

004.904.00.6419

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(REID, LUMUMBA)

DATE 03/18/2024

POINTS		COMMENTS																																																		
1.	<b>Brief Description/Purpose</b>	<b>ORDER RATIFYING THE PROCUREMENT OF EMAIL LICENSES FROM METRIX SOLUTION AND AUTHORIZING PAYMENT FOR 500 ADDITIONAL LICENCES.</b>																																																		
2.	<b>Purpose</b>	The purpose of this agreement is for 500 additional email licenses. This allows employees to have access to email, meeting creation, and features.																																																		
3.	<b>Who will be affected</b>	All Departments																																																		
4.	<b>Benefits</b>	The benefits offer the city a means to communicate, document, file share and organize meetings.																																																		
5.	<b>Schedule (beginning date)</b>	Upon Council Approval																																																		
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ <b>WARD</b></li> <li>▪ <b>CITYWIDE (yes or no) (area)</b></li> <li>▪ <b>Project limits if applicable</b></li> </ul>	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>	Department of Information Technology																																																		
8.	<b>COST</b>	\$24,000.00																																																		
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b> <input type="checkbox"/></li> <li>▪ <b>Grant</b> <input type="checkbox"/></li> <li>▪ <b>Bond</b> <input type="checkbox"/></li> <li>▪ <b>Other</b> <input type="checkbox"/></li> </ul>	Technology Fund Other Professional Services – 004.904.00.6419 = \$24,000.00																																																		
10.	<b>EBO participation</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 15%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">no</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">N/A</td> <td style="width: 10%;">_____</td> <td style="width: 10%; text-align: center;">X</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> <td style="text-align: center;">X</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> <td style="text-align: center;">X</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> <td style="text-align: center;">X</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> <td style="text-align: center;">X</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X
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Revised 2-04



# Quote

Quote # **985556**  
 Date 3/18/2024  
 Valid Until 4/17/2024

Project Name MS Exchange online

<b>Customer</b>	City of Jackson	<b>Prepared By</b>	
<b>Contact</b>	Dr. Muriel Reid	<b>Name</b>	MS Sales Department
<b>Customer</b>	City of Jackson	<b>Organization</b>	AE Touch Technologies
<b>Address</b>	353 S. Congress Street	<b>Address</b>	1005 Clothilde Street
<b>City,St,Zip</b>	Jackson, MS 39201	<b>City,St,Zip</b>	Morgan City, LA 70380
<b>Phone</b>		<b>Phone</b>	228-243-4028
<b>Fax</b>		<b>Fax</b>	
<b>Email</b>	<a href="mailto:mreid@jacksonms.gov">mreid@jacksonms.gov</a>	<b>Email</b>	<a href="mailto:mssales@aetouch.com">mssales@aetouch.com</a>

Model Number	Description	quantity	per unit cost	total cost
<u>Microsoft exchange online quote</u>				
EOP1GCCANNUAL	MS EXCHANGE ONLINE (PLAN 1) GCC ANNUAL PER PRICE EACH	500	\$ 49.00	\$ 24,500.00

sub total \$ 24,500.00  
 tax  
 total \$ **24,500.00**

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## We have prepared a quote for you

**COJ - Office 365 Exchange Plan 1 Licenses (500) -  
2024-3-**

**11**

Quote # 062601  
Version 2

## Prepared for:

**City of  
Jackson**

Sean Winters  
swinters@jacks

onms.gov



190 E. Capitol Street Suite 175  
Jackson, MS 39211  
www.metrixsolutions.com  
6013522120



**Annual Recurring Price (Annual Billing, Annual Term)**

Item	Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
EOP1GCCANNUAL	Exchange Online (Plan 1) GCC Exchange Online (Plan 1) for GCC - Price Per User Per Year / Annual Term	\$48.00	\$48.00	500	\$24,000.00	\$24,000.00

Recurring Subtotal: **\$24,000.00**

Subtotal: **\$24,000.00**

190 E. Capitol Street Suite 175  
Jackson, MS 39211  
www.metrixsolutions.com  
6013522120



## COJ - Office 365 Exchange Plan 1 Licenses (500) - 2024-3-11

**Prepared by:**

**Metrix Solutions**  
Will Osborn  
601-863-0086  
Fax  
willosborn@pileum.com

**Prepared for:**

**City of Jackson**  
353 S. Congress Street  
Jackson, MS 39201  
Sean Winters  
swinters@jacksonms.gov  
(601)960-1249

**Quote Information:**

**Quote #: 062601**  
Version: 2  
Delivery Date: 03/12/2024  
Expiration Date: 04/10/2024

### Quote Summary

Description	Amount
Annual Recurring Price (Annual Billing, Annual Term)	\$24,000.00
<b>Total:</b>	<b>\$24,000.00</b>

### Recurring Expenses Summary

Description	Amount
Annual Recurring Price (Annual Billing, Annual Term)	\$24,000.00
<b>Recurring Total:</b>	<b>\$24,000.00</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## ▶ Microsoft New Commerce Experience

Microsoft Announced Changes

### Microsoft New Commerce Experience

Microsoft has announced changes to the Office365 licensing structure, effective March 1, 2022.

The following updates apply to all customers:

- All agreements will default to an annual agreement term rather than the option to have monthly terms. If a monthly term is desired, a 20% recurring fee on top of listed license price will apply.
  - *Annual agreements can still be billed on a monthly basis, but you are committed to paying for the entire twelve month period.*
- Licenses can still be added throughout the term but cannot be removed. You have a 72 hour grace period to remove a license after it is added.
- All contracts will automatically auto-renew. If you want to cancel the auto-renewal notice must be sent 72 hours in advance.

***Office 365 licenses have a minimum commitment term indicated on the order form. Office 365 licenses cannot be canceled or quantities decreased mid-term, but can be increased in quantities or upgraded to new licenses mid-term. The customer can make license change requests during the term without signing a new contract. Phone, E-mail, or support requests by authorized parties will be considered as approved changes to this license order.***

## ▶ Microsoft Cloud Agreement

### Microsoft Cloud Agreement

#### Microsoft Customer Agreement

This Microsoft Customer Agreement (the “Agreement”) is between Customer and Microsoft and consists of these General Terms, the applicable Use Rights and SLAs, and any additional terms Microsoft presents when an order is placed. This Agreement takes effect when the Customer accepts these General Terms. The individual who accepts these General Terms represents that he or she is authorized to enter into this Agreement on behalf of the Customer.

#### General Terms

These General Terms apply to all of Customer’s orders under this Agreement. Capitalized terms have the meanings given under “Definitions.”

#### License to use Microsoft Products

- a. License grant. Products are licensed and not sold. Upon Microsoft’s acceptance of each order and subject to Customer’s compliance with this Agreement, Microsoft grants Customer a nonexclusive and limited license to use the Products ordered as provided in the applicable Use Rights and this Agreement. These licenses are solely for Customer’s own use and business purposes and are nontransferable except as expressly permitted under this Agreement or applicable law.
- b. Duration of licenses. Licenses granted on a subscription basis expire at the end of the applicable subscription period unless renewed. Licenses granted for metered Products billed periodically based on usage continue as long as Customer continues to pay for its usage of the Product. All other licenses become perpetual upon payment in full.
- c. Applicable Use Rights. For perpetual licenses, the Use Rights in effect when Customer orders a Product will apply. For subscriptions, the Use Rights in effect at the start of each subscription period will apply. Customers with subscriptions for Software may use new versions released during the subscription period subject to the Use Rights in effect when those versions are released. For metered Products billed periodically based on usage, the Use Rights in effect at the start of each billing period will apply during that period. Microsoft may update the Use Rights periodically, but material adverse changes for a particular version will not apply during the applicable license, subscription, or billing period.
- d. End Users. Customer will control access to and use of the Products by End Users and is responsible for any use of the Products that does not comply with this Agreement.
- e. Affiliates. Customer may order Products for use by its Affiliates. If it does, the licenses granted to Customer under this Agreement will apply to such Affiliates, but Customer will have the sole right to enforce this Agreement against Microsoft. Customer will remain responsible for all obligations

under this Agreement and for its Affiliates' compliance with this Agreement.

f. **Reservation of Rights.** Microsoft reserves all rights not expressly granted in this Agreement. Products are protected by copyright and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel. Rights to access or use a Product on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

g. **Restrictions.** Except as expressly permitted in this Agreement or Product documentation, Customer must not (and is not licensed to):

- (1) reverse engineer, decompile, or disassemble any Product, or attempt to do so;
- (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms;
- (3) work around any technical limitations in a Product or restrictions in Product documentation;
- (4) separate and run parts of a Product on more than one device;
- (5) upgrade or downgrade parts of a Product at different times;
- (6) transfer parts of a Product separately; or
- (7) distribute, sublicense, rent, lease, or lend any Products, in whole or in part, or use them to offer hosting services to a third party.

h. **License transfers.** Customer may only transfer fully-paid, perpetual licenses to (1) an Affiliate or (2) a third party solely in connection with the transfer of hardware to which, or employees to whom, the licenses have been assigned as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer must uninstall and discontinue using the licensed Product and render any copies unusable. Customer must notify Microsoft of a License transfer and provide the transferee a copy of these General Terms, the applicable Use Rights and any other documents necessary to show the scope, purpose and limitations of the licenses transferred. Attempted license transfers that do not comply with this section are void.

i. **Customer Eligibility.** Customer agrees that if it is purchasing academic, government or nonprofit offers, Customer meets the respective eligibility requirements (<https://aka.ms/eligibilitydefinition>). Microsoft reserves the right to verify eligibility and suspend product use if requirements are not met.

**Non-Microsoft Products.**

Non-Microsoft Products are provided under separate terms by the Publishers of such products. Customer will have an opportunity to review those terms prior to placing an order for a Non-Microsoft Product through a Microsoft online store or Online Service. Microsoft is not a party to the terms between Customer and the Publisher. Microsoft may provide Customer's contact information and transaction details to the Publisher. Microsoft makes no warranties and assumes no

responsibility or liability whatsoever for Non-Microsoft Products. Customer is solely responsible for its use of any Non-Microsoft Product.

#### Verifying compliance.

Customer must keep records relating to Products it and its Affiliates use or distribute. At Microsoft's expense, Microsoft may verify Customer's and its Affiliates' compliance with this Agreement at any time upon 30 days' notice. To do so, Microsoft may engage an independent auditor (under nondisclosure obligations) or ask Customer to complete a self-audit process. Customer must promptly provide any information and documents that Microsoft or the auditor reasonably requests related to the verification and access to systems running the Products. If verification or self-audit reveals any unlicensed use, Customer must, within 30 days, order sufficient licenses to cover the period of its unlicensed use ~~and is subject to the prior approval of the governing authority for the city of Jackson.~~ Without limiting Microsoft's other remedies, if unlicensed use is 5% or more of Customer's total use of all Products, Customer must ~~reimburse Microsoft for its costs incurred in verification and~~ acquire sufficient licenses to cover its unlicensed use at ~~125% of the~~

~~then current Customer price or the maximum the amount~~ allowed under applicable law, ~~if less.~~ All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.

#### Privacy.

**Personal Data.** Customer consents to the processing of Personal Data by Microsoft and its Affiliates, and their respective agents and subcontractors, as provided in this Agreement. Before providing Personal Data to Microsoft, Customer will obtain all required consents from third parties (including Customer's contacts, Partners, distributors, administrators, and employees) under applicable privacy and data protection laws.

**Location of Personal Data.** To the extent permitted by applicable law, Personal Data collected under this Agreement may be transferred, stored and processed in the United States or any other country in which Microsoft or its Affiliates, or their respective agents and subcontractors, maintain facilities. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of Personal Data from the European Economic Area and Switzerland.

#### Confidentiality.

a. **Confidential Information.** "Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, the terms of this Agreement, and Customer's account authentication credentials. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products or services.

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- b. **Protection of Confidential Information.** Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. ~~Subject to the Mississippi Public Records Act of 1983.~~ Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. The Online Services Terms may provide additional terms regarding the disclosure and use of Customer Data.
- c. **Disclosure required by law.** A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.
- d. **Residual information.** Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.
- e. **Duration of Confidentiality obligation.** These obligations apply (1) for Customer Data, until it is deleted from the Online Services; and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

**Product warranties.**

**a. Limited warranties and remedies.**

(1) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty ~~shall be governed by the laws of the State of Mississippi, as described in the SLA.~~

(2) **Software.** Microsoft warrants that the Software version that is current at the time will perform substantially as described in the applicable Product documentation for one year from the date Customer acquires a license for that version. If it does not, and Customer notifies Microsoft within the warranty term, Microsoft will, at its option, (a) return the price Customer paid for the Software license or (b) repair or replace the Software.

~~The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any warranty claims not made during the warranty period.~~

**b. Exclusions.** The warranties in this Agreement do not apply to problems caused by accident, abuse, or use inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, preview, or prerelease products, or to components of Products that Customer is permitted to redistribute.

~~e. **Disclaimer.** Except for the limited warranties above and subject to applicable law, Microsoft~~

~~provides no other warranties or conditions for Products and disclaims any other express, implied or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.~~

#### Defense of third-party claims.

The parties ~~may~~ will defend each other against the third-party claims described in this section and ~~if approved by the governing authority for the city of Jackson, may~~ will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defend~~ing~~ing party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. ~~This section describes the parties' sole remedies and entire liability for such claims.~~

a. By Microsoft. Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product made available by Microsoft for a fee and used within the scope of the license granted under this Agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Microsoft is unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the Product with a functional equivalent or (2) terminate Customer's license and refund any license fees (less depreciation for perpetual licenses), including amounts paid in advance for unused consumption for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product after being notified to stop due to a third-party claim.

b. By Customer. To the extent permitted by applicable law, Customer will defend Microsoft and its Affiliates against any third-party claim to the extent it alleges that: (1) any Customer Data or Non-Microsoft Product hosted in an Online Service by Microsoft on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer's use of any Product, alone or in combination with anything else, violates the law or harms a third party.

#### ~~Limitation of liability:~~

~~For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the Products during the term of the applicable licenses, subject to the following:~~

~~a. Subscriptions. For Products ordered on a subscription basis, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Product during the 12 months before the incident.~~

~~b. Free Products and distributable code. For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft,~~



~~Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.~~

~~c. Exclusions. In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.~~

~~d. Exceptions. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.~~

#### Partners.

Selecting a Partner. Customer may authorize a Partner to place orders on Customer's behalf and manage Customer's purchases by associating the Partner with its account. If the Partner's distribution right is terminated, Customer must select an authorized replacement Partner or purchase directly from Microsoft. Partners and other third parties are not agents of Microsoft and are not authorized to enter into any agreement with Customer on behalf of Microsoft.

Partner Administrator privileges and access to Customer Data. If Customer purchases Online Services from a Partner or chooses to provide a Partner with administrator privileges, that Partner will be the primary administrator of the Online Services and will have administrative privileges and access to Customer Data and Administrator Data. Customer consents to Microsoft and its Affiliates providing the Partner with Customer Data and Administrator Data for purposes of provisioning, administering and supporting (as applicable) the Online Services. Partner may process such data according to the terms of Partner's agreement with Customer, and its privacy commitments may differ from Microsoft's. Customer appoints Partner as its agent for purposes of providing and receiving notices and other communications to and from Microsoft. Customer may terminate the Partner's administrative privileges at any time.

Support and Professional Services. Customer's Partner will provide details on support services available for Products purchased under this agreement. Support services may be performed by Partner or its designee, which in some cases may be Microsoft. If Customer purchases Professional Services under this agreement, the performance of those Professional Services will be subject to the terms and conditions in the Use Rights.

#### Pricing and payment.

If Customer orders from a Partner, the Partner will set Customer's pricing and payment terms for that order, and Customer will pay the amount due to the Partner. Pricing and payment terms related to orders placed by Customer directly with Microsoft are set by Microsoft, and Customer will pay the amount due as described in this section.

Payment method. Customer must provide a payment method or, if eligible, choose to be invoiced for purchases made on its account. By providing Microsoft with a payment method, Customer (1)

consents to Microsoft's use of account information regarding the selected payment method provided by the issuing bank or applicable payment network; (2) represents that it is authorized to use that payment method and that any payment information it provides is true and accurate; (3) represents that the payment method was established and is used primarily for commercial purposes and not for personal, family or household use; and (4) authorizes Microsoft to charge Customer using that payment method for orders under this Agreement.

**Invoices.** Microsoft may invoice eligible Customers. Customer's ability to elect payment by invoice is subject to Microsoft's approval of Customer's financial condition. Customer authorizes Microsoft to obtain information about Customer's financial condition, which may include credit reports, to assess Customer's eligibility for invoicing. Unless the Customer's financial statements are publicly available, Customer may be required to provide their balance sheet, profit and loss and cash flow statements to Microsoft. Customer may be required to provide security in a form acceptable to Microsoft to be eligible for invoicing. Microsoft may withdraw Customer's eligibility at any time and for any reason. Customer must promptly notify Microsoft of any changes in its company name or location and of any significant changes in the ownership, structure, or operational activities of the organization.

**Invoice Payment terms.** Each invoice will identify the amounts payable by Customer to Microsoft for the period corresponding to the invoice. Customer will pay all amounts due within thirty (30) but no later than forty-five (45) calendar days following the invoice date.

**Late Payment.** Microsoft may, at its option, assess a late fee on any payments to Microsoft that are not mailed or otherwise delivered within forty-five (45) days after receipt of the invoice and receipt, inspection and approval of the goods and services the Customer shall be liable to the vendor, in addition to the amount of the invoice, for interest at a rate of one and one-half percent (1-1/2%) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period as set forth in Miss. Code Ann. § 31-7-305(3), more than fifteen (15) calendar days past due at a rate of two percent (2%) of the total amount payable, calculated and payable monthly, or the highest amount allowed by law, if less.

**Cancellation fee.** If a subscription permits early termination and Customer cancels the subscription before the end of the subscription or billing period, Customer may be charged a cancellation fee.

**Recurring Payments.** For subscriptions that renew automatically, Customer authorizes Microsoft to charge Customer's payment method periodically for each subscription or billing period until the subscription is terminated. By authorizing recurring payments, Customer authorizes Microsoft to process such payments as either electronic debits or fund transfers, or as electronic drafts from the designated bank account (in the case of Automated Clearing House or similar debits), as charges to the designated card account (in the case of credit card or similar payments) (collectively, "Electronic Payments"). If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Microsoft or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee to the maximum extent permitted by applicable law and to process

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any such fees as an Electronic Payment or to invoice Customer for the amount due.

**Taxes.** Microsoft prices exclude applicable taxes unless identified as tax inclusive. If any amounts are to be paid to Microsoft, Customer shall also pay any applicable value added, goods and services,

sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and that Microsoft is permitted to collect from Customer. Customer shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay including any taxes that arise on the distribution or provision of Products by Customer to its Affiliates. Microsoft shall be responsible for all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, and taxes on its property ownership.

If any taxes are required to be withheld on payments invoiced by Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if Customer promptly provides Microsoft an official receipt for those withholdings and other documents reasonably requested to allow Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

Customer hereby asserts that it is exempt from the payment of taxes that might be applicable under this Agreement.

#### Term and termination.

- a. **Term.** This Agreement is effective until terminated by a party, as described below.
- b. **Termination without cause.** Either party may terminate this Agreement without cause on 60 days' notice. Termination without cause will not affect Customer's perpetual licenses, and licenses granted on a subscription basis will continue for the duration of the subscription period(s), subject to the terms of this Agreement.
- c. **Termination for cause.** Without limiting other remedies it may have, either party may terminate this Agreement on 30 days' notice for material breach if the other party fails to cure the breach within the 30-day notice period. Upon such termination, the following will apply:
  - (1) All licenses granted under this Agreement will terminate immediately except for fully-paid, perpetual licenses.
  - (2) All amounts due under any unpaid invoices shall become due and payable immediately. For metered Products billed periodically based on usage, Customer must immediately pay for unpaid usage as of the termination date.
  - (3) If Microsoft is in breach, Customer will receive a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.
- d. **Suspension.** Microsoft may suspend use of an Online Service without terminating this Agreement during any period of material breach. Microsoft will give Customer notice before suspending an Online Service when reasonable.
- e. **Termination for regulatory reasons.** Microsoft may modify, discontinue, or terminate a Product in any country or jurisdiction where there is any current or future government regulation, obligation, or

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other requirement, that (1) is not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue offering the Product without modification; or (3) causes

Microsoft to believe these terms or the Product may conflict with any such regulation, obligation, or requirement. If Microsoft terminates a subscription for regulatory reasons, Customer will receive, as its sole remedy, a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

**Miscellaneous.**

- a. **Independent contractors.** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.
- b. **Agreement not exclusive.** Customer is free to enter into agreements to license, use, and promote the products and services of others.
- c. **Amendments.** Microsoft may modify this Agreement from time to time. Changes to the Use Rights will apply as provided in this Agreement. Changes to other terms will not apply until Customer accepts them. Microsoft may require Customer to accept revised or additional terms before processing a new order. Any additional or conflicting terms and conditions contained in a purchase order or otherwise presented by Customer are expressly rejected and will not apply.
- d. **Assignment.** Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights Microsoft may have under this Agreement to receive payment and enforce Customer's payment obligations, and all assignees may further assign such rights without further consent. Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.
- e. **U.S. export.** Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies.
- f. **Severability.** If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.
- g. **Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- h. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.
- i. **Survival.** All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.
- j. **Notices.** Notices must be in writing and will be treated as delivered on the date received at the

address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to Microsoft must be sent to the following address:

Microsoft Corporation  
Dept. 551, Volume Licensing  
6880 Sierra Center Parkway  
Reno, Nevada 89511-1137  
USA

Notices to Customer will be sent to the individual at the address Customer identifies on its account as its contact for notices. Microsoft may send notices and other information to Customer by email or other electronic form.

k. Applicable law. This Agreement will be governed by and construed in accordance with the laws of the State of ~~Washington-Mississippi~~ and federal laws of the United States. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.

~~l. Dispute resolution. When bringing any action arising under this Agreement, the parties agree to the following exclusive venues:~~

~~(1) If Microsoft brings the action, the venue will be where Customer has its headquarters.~~

~~(2) If Customer brings the action against Microsoft or any Microsoft Affiliate located outside of Europe, the venue will be the state or federal courts in King County, State of Washington, USA.~~

~~(3) If Customer brings the action against Microsoft or any Microsoft Affiliate located in Europe, and not also against Microsoft or a Microsoft Affiliate located outside of Europe, the venue will be the Republic of Ireland.~~

~~m. The parties consent to personal jurisdiction in the agreed venue. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.~~

n.m. Order of precedence. These General Terms will take precedence over any conflicting terms in other documents that are part of this Agreement that are not expressly resolved in those documents, except that conflicting terms in the Use Rights take precedence over these General Terms as to the applicable Products. Terms in the Online Services Terms take precedence over conflicting terms in the Product Terms. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

o.n. Microsoft Affiliates and contractors. Microsoft may perform its obligations under this Agreement through its Affiliates and use contractors to provide certain services. Microsoft remains responsible for their performance.

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**p-o.** Government procurement rules. By accepting this agreement, Customer represents and warrants that (i) it has complied and will comply with all applicable government procurement laws and regulations; (ii) it is authorized to enter into this Agreement; and (iii) this Agreement satisfies all applicable procurement requirements.

**Definitions.**

“Administrator Data” means the information provided to Microsoft or its Affiliates during sign-up, purchase, or administration of Products.

“Affiliate” means any legal entity that controls, is controlled by, or is under common control with a party. “Control” means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

“Confidential Information” is defined in the “Confidentiality” section.

“Customer” means the entity identified as such on the account associated with this Agreement.

“Customer Data” means all data, including all text, sound, software, image or video files that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates through use of Online Services.

“End User” means any person Customer permits to use a Product or access Customer Data.

“Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

“Microsoft” means Microsoft Corporation.

“Non-Microsoft Product” means any third-party-branded software, data, service, website or product, unless incorporated by Microsoft in a Product.

“Online Services” means Microsoft-hosted services to which Customer subscribes under this Agreement. It does not include software and services provided under separate license terms.

“Online Services Terms” means the additional terms that apply to Customer’s use of Online Services published on the Licensing Site and updated from time to time.

“Partner” means a company Microsoft has authorized to distribute Products to Customer.

“Personal Data” means any information relating to an identified or identifiable natural person.

“Product” means all Software and Online Services identified in the Product Terms that Microsoft offers under this Agreement, including previews, prerelease versions, updates, patches and bug fixes from Microsoft. Product availability may vary by region. “Product” does not include Non-Microsoft Products.

“Product Terms” means the document that provides information about Products available under this Agreement. The Product Terms document is published on the Licensing Site and is updated from time to time.



“Publisher” means a provider of a Non-Microsoft Product.

“Representatives” means a party’s employees, Affiliates, contractors, advisors and consultants.

“SLA” means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

“Software” means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

“use” means to copy, download, install, run, access, display, use or otherwise interact with.

“Use Rights” means the license terms and terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. License terms for all Products are published in the Product Terms. Terms of service for Online Services are published in the Online Services Terms.

## ▶ Microsoft Agreement Addendum

### Microsoft Cloud Agreement Addendum

In light of increased reported instances of fraudulent purchases occurring on Microsoft Azure accounts globally, Metrix Solutions, LLC and its affiliates ("Metrix Solutions" or "we") requires our customer ("Customer" or "you") to sign this contract addendum to acknowledge your responsibility for any authorized activity that may occur on your account. This addendum applies to Microsoft Azure services and any other Microsoft hosted services. Please authorize and return this addendum to us at your earliest convenience to avoid any potential disruptions to your service.

Customer is fully responsible for taking adequate security precautions and safeguarding Customer's access to all applicable systems, servers ~~and~~ accounts related to Microsoft Azure services. Customer agrees to implement reasonable measures to prevent unauthorized access, including by maintaining the confidentiality of all passwords and other account identifiers and by using multi-factor authentication. Customer also agrees to immediately notify Metrix Solutions if Customer suspects any breach of security. Customer acknowledges that security risks that are inherent to the nature of the services, including the risk that unauthorized persons may attempt to access Customer's account, and Customer hereby accepts such risks. Customer is solely responsible for all transactions and other activities that occur on Customer's account, regardless of whether such activities are authorized by Customer. ~~In no event will Metrix Solutions be liable for any additional costs, fees, or other charges resulting from unauthorized, fraudulent or other illegal purchases or other activity occurring on or in relation to Customer's account and Customer agrees to indemnify and hold harmless Metrix Solutions from all such charges.~~

This addendum must be signed and returned to Metrix Solutions. Customer may elect to either print, sign and return this document or electronically approve it via Pileum/Metrix's Order Porter approval system. The individual who signs or approves this addendum, electronically or otherwise, represents that he or she is duly authorized by the Customer to legally bind Customer to this addendum. Customer further confirms that any electronic signature or approval of this addendum is fully binding on Customer. Customer acknowledges that Metrix Solutions would not continue to provide Customer with Microsoft hosted services without Customer entering into this addendum.



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  
5/17/24  
SUM

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO PROCURE FIVE HUNDRED (500) MICROSOFT OFFICE 365 EXCHANGE LICENSES FROM METRIC SOLUTIONS** legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Drew Martin, City Attorney**  
**Sondra Moncure, Special Assistant** 

5/16/24  
**Date**



17



**ORDER APPROVING THE PROCUREMENT OF FIVE (5) MICROSOFT 365 G5 SOFTWARE LICENSES AND AUTHORIZING THE MAYOR TO EXECUTE THE QUOTE DOCUMENT FURNISHED BY METRIX SOLUTIONS AT AN ANNUAL COST OF \$3,420.00**

**WHEREAS**, Section 31-7-13 of the Mississippi Code authorizes governing authorities to purchase goods which do not involve an expenditure of more than \$5,000.00 without advertising or requesting competitive bids; and

**WHEREAS**, the Department of Information Technology has determined that software known as Microsoft 365 G5 is necessary for the municipality's operations; and

**WHEREAS**, Metrix Solutions located at 190 East Capitol Street, Ste 175, Jackson, Mississippi is a Partner or company authorized to distribute Microsoft Products submitted Quote # 063360 to the Department of Information Technology; and

**WHEREAS**, Quote # 063360 of Metrix Solutions contained a pricing term of \$3,420.00 annually for five (5) software licenses (\$684.00 annually per license); and

**WHEREAS**, the following general terms apply to Microsoft Products when an order is accepted:

- (a) The Customer is granted a nonexclusive and limited license to use the products ordered as provided in the applicable Use Rights and the agreement;
- (b) The license is granted on a subscription basis and expires at the end of the applicable subscription period unless renewed;
- (c) For subscriptions, the Use Rights in effect at the start of each subscription period will apply. Customers with subscriptions for software may use new versions released during the subscription period subject to the Use Rights in effect when the versions are released. Microsoft may update the Use Rights periodically, but materially adverse changes for a particular version will not apply during the applicable license, subscription billing period;
- (d) Customer will control access to and use of the product by End Users and is responsible for any use of the products that does not comply with the agreement.
- (e) Products are protected by copyright and other intellectual property laws and international treaties. Rights to access or use a product on a device will not give the Customer the right to implement patents or other intellectual property on the device itself or in any other software or devices.
- (f) Customer is prohibited from: (1) reverse engineering, decompiling, or disassembling any product or attempting to do so; (2) installing or using non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to other license terms; (3) working around technical limitations in a product or restrictions in product documentation; (4) upgrading or downgrading parts of a product at different times; (5) distributing, sublicensing, renting, leasing or lending any products, in whole or in part, or using them to offer hosting services to a third party.
- (g) Microsoft may verify Customer's compliance with the agreement at any time

OFFICE OF THE CITY ATTORNEY  
*[Handwritten signature]*





upon 30- day notice;

(h) Customer consents to the processing of personal data by Microsoft and its affiliates and their respective agents and subcontractors as provided in the agreement. Before providing personal data to Microsoft, customer will obtain all required consents from third parties.

(i) Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

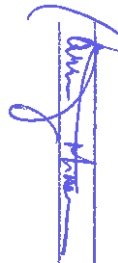
(j) The Confidentiality obligation applies until it is deleted from Online Services; and for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

(k) Microsoft will defend a Customer against any third-party claim to the extent it alleges that a Product made available by Microsoft for a fee and used within the scope of the license granted under the Agreement misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Microsoft is unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the product with a functional equivalent or terminate Customer's license and refund any license fees including amounts paid in advance for unused consumption for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a product after notified to stop due to a third-party claim.

(l) If Customer orders from a Partner, the Partner will set Customer's pricing and Payment terms for the order, and Customer will pay the amount due to the Partner. Pricing and payment terms related to orders placed by Customer directly with Microsoft are set by Microsoft, and Customer will pay the amount due as described in the agreement by providing Microsoft with account information and consenting to Microsoft's use of account information regarding the payment method.

(m) The agreement is effective until terminated by a party. **Termination without cause** may occur on the provision of 60- day notice. Termination without cause will not affect licenses granted on a subscription basis and will continue for the duration of the subscription period subject to the terms of the Agreement. **Termination for cause** may occur upon the provision of 30 -day notice for material breach if the other party fails to cure the breach within the 30- day period. Upon termination for cause, the license will terminate immediately. All amounts due under any unpaid invoice shall become due and payable immediately. If Microsoft is in breach, Customer will receive a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

( n) The Customer is free to enter into agreements to license, use, and promote the

  
OFFICE OF THE CITY ATTORNEY



products and services of others;

(o) No third- party beneficiaries are created by the agreement.

**WHEREAS**, the general terms contained language indicating that the agreement would be governed by and construed in accordance with the State of Washington and federal laws of the United States; and

**WHEREAS**, the City of Jackson does not agree to be bound by the laws of the State of Washington but does agree to be bound by federal law, if applicable; and

**WHEREAS**, the general terms included language concerning venues for bringing action in locations other than the City of Jackson, Mississippi; and

**WHEREAS**, the City of Jackson rejects any part of the agreement which would require it to appear in a jurisdiction other than the State of Mississippi, preferably, in Jackson Mississippi.

**IT IS HEREBY ORDERED** that five (5) Microsoft 365 G5 Software Licenses may be procured from Metrix Solutions an authorized distributor of Microsoft Products.

**IT IS HEREBY ORDERED** that the sum of \$3,420.00 annually may be paid for the licenses.

**IT IS HEREBY ORDERED** that the Microsoft 365 G5 Software Licenses may be renewed annually without further order of the governing authorities provided the cost of the licenses remain at \$3,420.00 or \$684.00 per license.

**IT IS HEREBY ORDERED** that the general terms of the Microsoft agreement are accepted save for those which have been specifically rejected above regarding governing law and venue.

  
OFFICE OF THE CITY ATTORNEY



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

(REID, LUMUMBA)  
DATE 5/28/2024

POINTS		COMMENTS	
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO PROCURE (5) LICENSES FOR MICROSOFT 365 G5 SOFTWARE FROM METRIX SOLUTIONS AND AUTHORIZING PAYMENT IN THE AMOUNT OF THREE THOUSAND AND FOUR HUNDRED TWENTY DOLLARS AND ZERO CENTS.</b>	
2.	<b>Purpose</b>	The purpose of this agreement is to provide (5) Microsoft G5 eDiscovery Licenses.	
3.	<b>Who will be affected</b>	City Wide	
4.	<b>Benefits</b>	Microsoft G5 eDiscovery is a set of tools and processes within the Microsoft 365 suite designed to organizes, identify, collect, preserve, review, analyze, and export content that are relevant to open records requests, legal cases, investigations, or compliance requirements. This tool allows the city to comply with electronic requests.	
5.	<b>Schedule (beginning date)</b>	Upon Council Approval	
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Citywide	
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/>  ▪ Consultant <input type="checkbox"/>	Department of Information Technology	
8.	<b>COST</b>	\$3420.00	
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Technology Fund Other Professional Services – 004.904.00.6231	
10.	<b>EBO participation</b>	ABE _____ %      WAIVER    yes ___ no ___      N/A <u>X</u> AABE _____ %      WAIVER    yes ___ no ___      N/A <u>X</u> WBE _____ %      WAIVER    yes ___ no ___      N/A <u>X</u> HBE _____ %      WAIVER    yes ___ no ___      N/A <u>X</u> NABE _____ %      WAIVER    yes ___ no ___      N/A <u>X</u>	

Revised 2-04



Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

---

This ORDER APPROVING THE PROCUREMENT OF FIVE (5) MICROSOFT 365 G5 SOFTWARE LICENSES AND AUTHORIZING THE MAYOR TO EXECUTE THE QUOTE DOCUMENT FURNISHED BY METRIX SOLUTIONS AT AN ANNUAL COST OF \$3,420.00 is legally sufficient for placement in NOVUS Agenda.



Drew Martin, *City Attorney*

Sondra Moncure, *Special Assistant*

Carrie Johnson, *Deputy City Attorney*



Date







We have prepared a quote for you

**COJ - Microsoft 365 G5 - 2024-4-26**

Quote # 063360  
Version 1

Prepared for:

**City of Jackson**

Dr. Muriel Reid  
[mreid@city.jackson.ms.us](mailto:mreid@city.jackson.ms.us)



### Annual Recurring Price (Annual Billing, Annual Term)

Item	Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
M365G5ANNUAL	Microsoft 365 G5 - Price Per User Per Year / Annual Term	\$684.00	\$684.00	5	\$3,420.00	\$3,420.00

Recurring Subtotal: **\$3,420.00**

Subtotal: **\$3,420.00**



## COJ - Microsoft 365 G5 - 2024-4-26

### Prepared by:

**Metrix Solutions**

Patty Grim

865-293-0049

Fax

pattygrim@pileum.com

### Prepared for:

**City of Jackson**

353 S. Congress Street

Jackson, MS 39201

Dr. Muriel Reid

mreid@city.jackson.ms.us

(601) 624-5128

### Quote Information:

**Quote #: 063360**

Version: 1

Delivery Date: 04/26/2024

Expiration Date: 05/26/2024

## Quote Summary

Description	Amount
Annual Recurring Price (Annual Billing, Annual Term)	\$3,420.00
<b>Total: \$3,420.00</b>	

## Recurring Expenses Summary

Description	Amount
Annual Recurring Price (Annual Billing, Annual Term)	\$3,420.00
<b>Recurring Total: \$3,420.00</b>	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## ▶ Microsoft New Commerce Experience

### Microsoft Announced Changes

#### Microsoft New Commerce Experience

Microsoft has announced changes to the Office365 licensing structure, effective March 1, 2022.

The following updates apply to all customers:

- All agreements will default to an annual agreement term rather than the option to have monthly terms. If a monthly term is desired, a 20% recurring fee on top of listed license price will apply.
  - *Annual agreements can still be billed on a monthly basis, but you are committed to paying for the entire twelve month period.*
- Licenses can still be added throughout the term but cannot be removed. You have a 72 hour grace period to remove a license after it is added.
- All contracts will automatically auto-renew. If you want to cancel the auto-renewal notice must be sent 72 hours in advance.

***Office 365 licenses have minimum commitment term indicated on the order form. Office 365 licenses cannot be canceled or quantities decreased mid-term, but can be increased in quantities or upgraded to new licenses mid-term. The customer can make license change requests during the term without signing a new contract. Phone, E-mail, or support requests by authorized parties will be considered as approved changes to this license order.***





## ▶ Microsoft Cloud Agreement

### Microsoft Cloud Agreement

#### Microsoft Customer Agreement

This Microsoft Customer Agreement (the “Agreement”) is between Customer and Microsoft and consists of these General Terms, the applicable Use Rights and SLAs, and any additional terms Microsoft presents when an order is placed. This Agreement takes effect when the Customer accepts these General Terms. The individual who accepts these General Terms represents that he or she is authorized to enter into this Agreement on behalf of the Customer.

#### General Terms

These General Terms apply to all of Customer’s orders under this Agreement. Capitalized terms have the meanings given under “Definitions.”

#### License to use Microsoft Products

- a. License grant. Products are licensed and not sold. Upon Microsoft’s acceptance of each order and subject to Customer’s compliance with this Agreement, Microsoft grants Customer a nonexclusive and limited license to use the Products ordered as provided in the applicable Use Rights and this Agreement. These licenses are solely for Customer’s own use and business purposes and are nontransferable except as expressly permitted under this Agreement or applicable law.
- b. Duration of licenses. Licenses granted on a subscription basis expire at the end of the applicable subscription period unless renewed. Licenses granted for metered Products billed periodically based on usage continue as long as Customer continues to pay for its usage of the Product. All other licenses become perpetual upon payment in full.
- c. Applicable Use Rights. For perpetual licenses, the Use Rights in effect when Customer orders a Product will apply. For subscriptions, the Use Rights in effect at the start of each subscription period will apply. Customers with subscriptions for Software may use new versions released during the subscription period subject to the Use Rights in effect when those versions are released. For metered Products billed periodically based on usage, the Use Rights in effect at the start of each billing period will apply during that period. Microsoft may update the Use Rights periodically, but material adverse changes for a particular version will not apply during the applicable license, subscription, or billing period.
- d. End Users. Customer will control access to and use of the Products by End Users and is responsible for any use of the Products that does not comply with this Agreement.
- e. Affiliates. Customer may order Products for use by its Affiliates. If it does, the licenses granted to Customer under this Agreement will apply to such Affiliates, but Customer will have the sole right to enforce this Agreement against Microsoft. Customer will remain responsible for all obligations



under this Agreement and for its Affiliates' compliance with this Agreement.

f. **Reservation of Rights.** Microsoft reserves all rights not expressly granted in this Agreement. Products are protected by copyright and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel. Rights to access or use a Product on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

g. **Restrictions.** Except as expressly permitted in this Agreement or Product documentation, Customer must not (and is not licensed to):

- (1) reverse engineer, decompile, or disassemble any Product, or attempt to do so;
- (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms;
- (3) work around any technical limitations in a Product or restrictions in Product documentation;
- (4) separate and run parts of a Product on more than one device;
- (5) upgrade or downgrade parts of a Product at different times;
- (6) transfer parts of a Product separately; or
- (7) distribute, sublicense, rent, lease, or lend any Products, in whole or in part, or use them to offer hosting services to a third party.

h. **License transfers.** Customer may only transfer fully-paid, perpetual licenses to (1) an Affiliate or (2) a third party solely in connection with the transfer of hardware to which, or employees to whom, the licenses have been assigned as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer must uninstall and discontinue using the licensed Product and render any copies unusable. Customer must notify Microsoft of a License transfer and provide the transferee a copy of these General Terms, the applicable Use Rights and any other documents necessary to show the scope, purpose and limitations of the licenses transferred. Attempted license transfers that do not comply with this section are void.

i. **Customer Eligibility.** Customer agrees that if it is purchasing academic, government or nonprofit offers, Customer meets the respective eligibility requirements (<https://aka.ms/eligibilitydefinition>). Microsoft reserves the right to verify eligibility and suspend product use if requirements are not met.

**Non-Microsoft Products.**

Non-Microsoft Products are provided under separate terms by the Publishers of such products. Customer will have an opportunity to review those terms prior to placing an order for a Non-Microsoft Product through a Microsoft online store or Online Service. Microsoft is not a party to the terms between Customer and the Publisher. Microsoft may provide Customer's contact information and transaction details to the Publisher. Microsoft makes no warranties and assumes no



responsibility or liability whatsoever for Non-Microsoft Products. Customer is solely responsible for its use of any Non-Microsoft Product.

#### Verifying compliance.

Customer must keep records relating to Products it and its Affiliates use or distribute. At Microsoft's expense, Microsoft may verify Customer's and its Affiliates' compliance with this Agreement at any time upon 30 days' notice. To do so, Microsoft may engage an independent auditor (under nondisclosure obligations) or ask Customer to complete a self-audit process. Customer must promptly provide any information and documents that Microsoft or the auditor reasonably requests related to the verification and access to systems running the Products. If verification or self-audit reveals any unlicensed use, Customer must, within 30 days, order sufficient licenses to cover the period of its unlicensed use. Without limiting Microsoft's other remedies, if unlicensed use is 5% or more of Customer's total use of all Products, Customer must reimburse Microsoft for its costs incurred in verification and acquire sufficient licenses to cover its unlicensed use at 125% of the then-current Customer price or the maximum allowed under applicable law, if less. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.

#### Privacy.

**Personal Data.** Customer consents to the processing of Personal Data by Microsoft and its Affiliates, and their respective agents and subcontractors, as provided in this Agreement. Before providing Personal Data to Microsoft, Customer will obtain all required consents from third parties (including Customer's contacts, Partners, distributors, administrators, and employees) under applicable privacy and data protection laws.

**Location of Personal Data.** To the extent permitted by applicable law, Personal Data collected under this Agreement may be transferred, stored and processed in the United States or any other country in which Microsoft or its Affiliates, or their respective agents and subcontractors, maintain facilities. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of Personal Data from the European Economic Area and Switzerland.

#### Confidentiality.

a. **Confidential Information.** "Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, the terms of this Agreement, and Customer's account authentication credentials. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products or services.



b. **Protection of Confidential Information.** Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. The Online Services Terms may provide additional terms regarding the disclosure and use of Customer Data.

c. **Disclosure required by law.** A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

d. **Residual information.** Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services do not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

e. **Duration of Confidentiality obligation.** These obligations apply (1) for Customer Data, until it is deleted from the Online Services; and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

#### Product warranties.

##### a. Limited warranties and remedies.

(1) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are described in the SLA.

(2) **Software.** Microsoft warrants that the Software version that is current at the time will perform substantially as described in the applicable Product documentation for one year from the date Customer acquires a license for that version. If it does not, and Customer notifies Microsoft within the warranty term, Microsoft will, at its option, (a) return the price Customer paid for the Software license or (b) repair or replace the Software.

The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this Agreement do not apply to problems caused by accident, abuse, or use inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, preview, or prerelease products, or to components of Products that Customer is permitted to redistribute.

c. **Disclaimer.** Except for the limited warranties above and subject to applicable law, Microsoft





provides no other warranties or conditions for Products and disclaims any other express, implied or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

#### Defense of third-party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. By Microsoft. Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product made available by Microsoft for a fee and used within the scope of the license granted under this Agreement (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Microsoft is unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the Product with a functional equivalent or (2) terminate Customer's license and refund any license fees (less depreciation for perpetual licenses), including amounts paid in advance for unused consumption for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product after being notified to stop due to a third-party claim.
- b. By Customer. To the extent permitted by applicable law, Customer will defend Microsoft and its Affiliates against any third-party claim to the extent it alleges that: (1) any Customer Data or Non-Microsoft Product hosted in an Online Service by Microsoft on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer's use of any Product, alone or in combination with anything else, violates the law or harms a third-party.

#### Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the Products during the term of the applicable licenses, subject to the following:

- a. Subscriptions. For Products ordered on a subscription basis, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Product during the 12 months before the incident.
- b. Free Products and distributable code. For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft,



Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.

c. Exclusions. In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.

d. Exceptions. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

#### Partners.

Selecting a Partner. Customer may authorize a Partner to place orders on Customer's behalf and manage Customer's purchases by associating the Partner with its account. If the Partner's distribution right is terminated, Customer must select an authorized replacement Partner or purchase directly from Microsoft. Partners and other third parties are not agents of Microsoft and are not authorized to enter into any agreement with Customer on behalf of Microsoft.

Partner Administrator privileges and access to Customer Data. If Customer purchases Online Services from a Partner or chooses to provide a Partner with administrator privileges, that Partner will be the primary administrator of the Online Services and will have administrative privileges and access to Customer Data and Administrator Data. Customer consents to Microsoft and its Affiliates providing the Partner with Customer Data and Administrator Data for purposes of provisioning, administering and supporting (as applicable) the Online Services. Partner may process such data according to the terms of Partner's agreement with Customer, and its privacy commitments may differ from Microsoft's. Customer appoints Partner as its agent for purposes of providing and receiving notices and other communications to and from Microsoft. Customer may terminate the Partner's administrative privileges at any time.

Support and Professional Services. Customer's Partner will provide details on support services available for Products purchased under this agreement. Support services may be performed by Partner or its designee, which in some cases may be Microsoft. If Customer purchases Professional Services under this agreement, the performance of those Professional Services will be subject to the terms and conditions in the Use Rights.

#### Pricing and payment.

If Customer orders from a Partner, the Partner will set Customer's pricing and payment terms for that order, and Customer will pay the amount due to the Partner. Pricing and payment terms related to orders placed by Customer directly with Microsoft are set by Microsoft, and Customer will pay the amount due as described in this section.

Payment method. Customer must provide a payment method or, if eligible, choose to be invoiced for purchases made on its account. By providing Microsoft with a payment method, Customer (1)



consents to Microsoft's use of account information regarding the selected payment method provided by the issuing bank or applicable payment network; (2) represents that it is authorized to use that payment method and that any payment information it provides is true and accurate; (3) represents that the payment method was established and is used primarily for commercial purposes and not for personal, family or household use; and (4) authorizes Microsoft to charge Customer using that payment method for orders under this Agreement.

**Invoices.** Microsoft may invoice eligible Customers. Customer's ability to elect payment by invoice is subject to Microsoft's approval of Customer's financial condition. Customer authorizes Microsoft to obtain information about Customer's financial condition, which may include credit reports, to assess Customer's eligibility for invoicing. Unless the Customer's financial statements are publicly available, Customer may be required to provide their balance sheet, profit and loss and cash flow statements to Microsoft. Customer may be required to provide security in a form acceptable to Microsoft to be eligible for invoicing. Microsoft may withdraw Customer's eligibility at any time and for any reason. Customer must promptly notify Microsoft of any changes in its company name or location and of any significant changes in the ownership, structure, or operational activities of the organization.

**Invoice Payment terms.** Each invoice will identify the amounts payable by Customer to Microsoft for the period corresponding to the invoice. Customer will pay all amounts due within thirty (30) calendar days following the invoice date.

**Late Payment.** Microsoft may, at its option, assess a late fee on any payments to Microsoft that are more than fifteen (15) calendar days past due at a rate of two percent (2%) of the total amount payable, calculated and payable monthly, or the highest amount allowed by law, if less.

**Cancellation fee.** If a subscription permits early termination and Customer cancels the subscription before the end of the subscription or billing period, Customer may be charged a cancellation fee.

**Recurring Payments.** For subscriptions that renew automatically, Customer authorizes Microsoft to charge Customer's payment method periodically for each subscription or billing period until the subscription is terminated. By authorizing recurring payments, Customer authorizes Microsoft to process such payments as either electronic debits or fund transfers, or as electronic drafts from the designated bank account (in the case of Automated Clearing House or similar debits), as charges to the designated card account (in the case of credit card or similar payments) (collectively, "Electronic Payments"). If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Microsoft or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee to the maximum extent permitted by applicable law and to process any such fees as an Electronic Payment or to invoice Customer for the amount due.

**Taxes.** Microsoft prices exclude applicable taxes unless identified as tax inclusive. If any amounts are to be paid to Microsoft, Customer shall also pay any applicable value added, goods and services,



sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and that Microsoft is permitted to collect from Customer. Customer shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay including any taxes that arise on the distribution or provision of Products by Customer to its Affiliates. Microsoft shall be responsible for all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, and taxes on its property ownership.

If any taxes are required to be withheld on payments invoiced by Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if Customer promptly provides Microsoft an official receipt for those withholdings and other documents reasonably requested to allow Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

#### Term and termination.

- a. Term. This Agreement is effective until terminated by a party, as described below.
- b. Termination without cause. Either party may terminate this Agreement without cause on 60 days' notice. Termination without cause will not affect Customer's perpetual licenses, and licenses granted on a subscription basis will continue for the duration of the subscription period(s), subject to the terms of this Agreement.
- c. Termination for cause. Without limiting other remedies it may have, either party may terminate this Agreement on 30 days' notice for material breach if the other party fails to cure the breach within the 30-day notice period. Upon such termination, the following will apply:
  - (1) All licenses granted under this Agreement will terminate immediately except for fully-paid, perpetual licenses.
  - (2) All amounts due under any unpaid invoices shall become due and payable immediately. For metered Products billed periodically based on usage, Customer must immediately pay for unpaid usage as of the termination date.
  - (3) If Microsoft is in breach, Customer will receive a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.
- d. Suspension. Microsoft may suspend use of an Online Service without terminating this Agreement during any period of material breach. Microsoft will give Customer notice before suspending an Online Service when reasonable.
- e. Termination for regulatory reasons. Microsoft may modify, discontinue, or terminate a Product in any country or jurisdiction where there is any current or future government regulation, obligation, or other requirement, that (1) is not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue offering the Product without modification; or (3) causes





Microsoft to believe these terms or the Product may conflict with any such regulation, obligation, or requirement. If Microsoft terminates a subscription for regulatory reasons, Customer will receive, as its sole remedy, a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

#### Miscellaneous.

- a. Independent contractors. The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.
- b. Agreement not exclusive. Customer is free to enter into agreements to license, use, and promote the products and services of others.
- c. Amendments. Microsoft may modify this Agreement from time to time. Changes to the Use Rights will apply as provided in this Agreement. Changes to other terms will not apply until Customer accepts them. Microsoft may require Customer to accept revised or additional terms before processing a new order. Any additional or conflicting terms and conditions contained in a purchase order or otherwise presented by Customer are expressly rejected and will not apply.
- d. Assignment. Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights Microsoft may have under this Agreement to receive payment and enforce Customer's payment obligations, and all assignees may further assign such rights without further consent. Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.
- e. U.S. export. Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies.
- f. Severability. If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.
- g. Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- h. No third-party beneficiaries. This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.
- i. Survival. All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.
- j. Notices. Notices must be in writing and will be treated as delivered on the date received at the



address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to Microsoft must be sent to the following address:

Microsoft Corporation

Dept. 551, Volume Licensing

6880 Sierra Center Parkway

Reno, Nevada 89511-1137

USA

Notices to Customer will be sent to the individual at the address Customer identifies on its account as its contact for notices. Microsoft may send notices and other information to Customer by email or other electronic form.

k. Applicable law. This Agreement will be governed by and construed in accordance with the laws of the State of Washington and federal laws of the United States. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.

l. Dispute resolution. When bringing any action arising under this Agreement, the parties agree to the following exclusive venues:

- (1) If Microsoft brings the action, the venue will be where Customer has its headquarters.
- (2) If Customer brings the action against Microsoft or any Microsoft Affiliate located outside of Europe, the venue will be the state or federal courts in King County, State of Washington, USA.
- (3) If Customer brings the action against Microsoft or any Microsoft Affiliate located in Europe, and not also against Microsoft or a Microsoft Affiliate located outside of Europe, the venue will be the Republic of Ireland.

The parties consent to personal jurisdiction in the agreed venue. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.

m. Order of precedence. These General Terms will take precedence over any conflicting terms in other documents that are part of this Agreement that are not expressly resolved in those documents, except that conflicting terms in the Use Rights take precedence over these General Terms as to the applicable Products. Terms in the Online Services Terms take precedence over conflicting terms in the Product Terms. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. Microsoft Affiliates and contractors. Microsoft may perform its obligations under this Agreement through its Affiliates and use contractors to provide certain services. Microsoft remains responsible for their performance.



o. Government procurement rules. By accepting this agreement, Customer represents and warrants that (i) it has complied and will comply with all applicable government procurement laws and regulations; (ii) it is authorized to enter into this Agreement; and (iii) this Agreement satisfies all applicable procurement requirements.

#### Definitions.

“Administrator Data” means the information provided to Microsoft or its Affiliates during sign-up, purchase, or administration of Products.

“Affiliate” means any legal entity that controls, is controlled by, or is under common control with a party “Control” means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

“Confidential Information” is defined in the “Confidentiality” section.

“Customer” means the entity identified as such on the account associated with this Agreement.

“Customer Data” means all data, including all text, sound, software, image or video files that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates through use of Online Services.

“End User” means any person Customer permits to use a Product or access Customer Data.

“Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

“Microsoft” means Microsoft Corporation.

“Non-Microsoft Product” means any third-party-branded software, data, service, website or product, unless incorporated by Microsoft in a Product.

“Online Services” means Microsoft-hosted services to which Customer subscribes under this Agreement. It does not include software and services provided under separate license terms.

“Online Services Terms” means the additional terms that apply to Customer’s use of Online Services published on the Licensing Site and updated from time to time.

“Partner” means a company Microsoft has authorized to distribute Products to Customer.

“Personal Data” means any information relating to an identified or identifiable natural person.

“Product” means all Software and Online Services identified in the Product Terms that Microsoft offers under this Agreement, including previews, prerelease versions, updates, patches and bug fixes from Microsoft. Product availability may vary by region. “Product” does not include Non-Microsoft Products.

“Product Terms” means the document that provides information about Products available under this Agreement. The Product Terms document is published on the Licensing Site and is updated from time to time.



“Publisher” means a provider of a Non-Microsoft Product.

“Representatives” means a party’s employees, Affiliates, contractors, advisors and consultants.

“SLA” means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

“Software” means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

“use” means to copy, download, install, run, access, display, use or otherwise interact with.

“Use Rights” means the license terms and terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. License terms for all Products are published in the Product Terms. Terms of service for Online Services are published in the Online Services Terms.





## ▶ Microsoft Agreement Addendum

### Microsoft Cloud Agreement Addendum

In light of increased reported instances of fraudulent purchases occurring on Microsoft Azure accounts globally, Metrix Solutions, LLC and its affiliates ("Metrix Solutions" or "we") requires our customer ("Customer" or "you") to sign this contract addendum to acknowledge your responsibility for any authorized activity that may occur on your account. This addendum applies to Microsoft Azure services and any other Microsoft hosted services. Please authorize and return this addendum to us at your earliest convenience to avoid any potential disruptions to your service.

Customer is fully responsible for taking adequate security precautions and safeguarding Customer's access to all applicable systems, servers and accounts related to Microsoft Azure services. Customer agrees to implement reasonable measures to prevent unauthorized access, including by maintaining the confidentiality of all passwords and other account identifiers and by using multi-factor authentication. Customer also agrees to immediately notify Metrix Solutions if Customer suspects any breach of security. Customer acknowledges that security risks that are inherent to the nature of the services, including the risk that unauthorized persons may attempt to access Customer's account, and Customer hereby accepts such risks. Customer is solely responsible for all transactions and other activities that occur on Customer's account, regardless of whether such activities are authorized by Customer. In no event will Metrix Solutions be liable for any additional costs, fees, or other charges resulting from unauthorized, fraudulent or other illegal purchases or other activity occurring on or in relation to Customer's account and Customer agrees to indemnify and hold harmless Metrix Solutions from all such charges.

This addendum must be signed and returned to Metrix Solutions. Customer may elect to either print, sign and return this document or electronically approve it via Pileum/Metrix's Order Porter approval system. The individual who signs or approves this addendum, electronically or otherwise, represents that he or she is duly authorized by the Customer to legally bind Customer to this addendum. Customer further confirms that any electronic signature or approval of this addendum is fully binding on Customer. Customer acknowledges that Metrix Solutions would not continue to provide Customer with Microsoft hosted services without Customer entering into this addendum.





### COJ - Microsoft 365 G5 - 2024-4-26

#### Prepared For

City of Jackson  
Dr. Muriel Reid  
353 S. Congress Street  
Jackson, MS 39201

This quote has not been approved.  
Please review and sign below.

Quote #: 065

#### Prepared By

Patty Grim  
Direct: 865-293-0049  
pattygrim@pileum.com

### 1. Your Proposal

Download and review your PDF document here:



### 2. Review Your Options

#### Your Available Options

#### Annual Recurring Price (Annual Billing, Annual Term)

Quote Summary	Recurring	One-Time
Annual Recurring Price (Annual Billing, Annual Term) Subtotal	\$3,420.00	\$3,420.00
Subtotal	\$3,420.00	\$3,420.00
Total Amount	\$3,420.00	\$3,420.00

### Comments or question

If you have any comments or question this quote, please enter them here a submit. Your feedback will be logged emailed to pattygrim@pileum.com

### 3. Approval

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

I accept the above conditions

#### E-Signature

Your Initials:



Your Email Address:



Purchase Order Number:

Sign Here

X \_\_\_\_\_

Clear Signature

Please fill out the required fields above and check 'I accept the above conditions'

Submit Question / Comment





18





**ORDER REVISING THE 2023-2024 FISCAL YEAR BUDGET FOR THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES.**

OFFICE OF THE CITY ATTORNEY  
6-22-24

**WHEREAS**, the Department of Human and Cultural Services requests revisions to its 2023-2024 Fiscal Year budget due to certain unanticipated needs totaling Eighty-Seven Thousand One Hundred and Fifty Dollars (\$87,150.00); and

**WHEREAS**, the Department of Human and Cultural Services represents that these budget revisions are necessary in order to make various needed repairs and for salary increases; and

**WHEREAS**, Section 21-35-25 of the Mississippi Code Annotated, as amended, states that if it affirmatively appears at any time during the current fiscal year that there is in any fund or account any sum remaining unexpended and not needed or expected to be needed for the purpose or purposes for which appropriated in said budget, then the governing authorities may, in their discretion, transfer such sum or any part thereof to any other fund or funds or account or accounts where needed, by order to such effect entered upon their minutes. This shall not, however, authorize the expenditure of any funds for any purpose other than that for which the levy producing such funds was made; and

**WHEREAS**, Human and Cultural Services represents that the Eighty-Seven Thousand One Hundred and Fifty Dollars (\$87,150.00) that it currently seeks to transfer from the "Contributions to Other Agencies" account is comprised of unspent funds that are not needed or expected to be needed for the purpose(s) for which said funds were originally appropriated in the Fiscal Year 2023-2024 budget; and

**WHEREAS**, this intradepartmental transfer of funds is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, because the transfer requested in this Order, added to any previous Fiscal Year 2023-2024 Department of Parks and Recreation Budget intradepartmental transfers, does not exceed ten percent (10%) of the total budget amount appropriated to the Fiscal Year 2023-2024 Department of Parks and Recreation Budget; and

**WHEREAS**, the Department of Human and Cultural Services requests that its 2023-2024 Fiscal Year budget be revised, as follows:

**FUNDS TRANSFER FROM:**

**FUNDS TRANSFER TO:**

Contributions to other agencies		Art Center – (2 Air Handlers)	
001-43300-6742	\$21,000.00	001-41810-6317	\$21,000.00
001-43300-6742	\$7,000.00	001-41910-6419	\$7,000.00
001-43300-6742	\$28,522.00	Smith Robertson Museum (Air Condition)	
001-43300-6742	\$4,109.42	001-43600-6317	\$28,522.00
001-43300-6742	\$12,628.00	Thalia Mara Hall (Elevator Repair)	
		001-41910-6464	\$4,109.42
		Other Facilities (Repairs and Maintenance)	
		001-43300-6317	\$12,628.00

Agenda Item # 18  
July 2, 2024  
(Scott, Lumumba)

001-43300-6742	\$13,890.58	
Total	<b>\$87,150.00</b>	<b>\$87,150.00</b>

**WHEREAS**, it is in the best interests of the City that the Department of Human and Cultural Services Fiscal Year 2023-2024 budget be revised as shown in the table above so that several needed repairs can be made and so that salaries may be raised.

**IT IS THEREFORE ORDERED** that the Department of Human and Cultural Services Fiscal Year 2023-2024 budget be revised as set forth above; and

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

(SCOTT, LUMUMBA)

ITEM #: \_\_\_\_\_ DATE: \_\_\_\_\_

**CITY COUNCIL AGENDA**

**ITEM 10 POINT DATA SHEET**

DATE: 05/15/2024

<b>POINTS</b>		<b>COMMENTS</b>																																															
<b>1.</b>	<b>Brief Description/Purpose</b>	Order authorizing the Mayor to revise the 2023/2024FY Budget for the City of Jackson, Department of Human and Cultural Services, to transfer funds from Contributions to other agencies category to various categories as listed below in the Amount of \$87,150.00.																																															
<b>2.</b>	<b>Public Policy Initiative</b> <ul style="list-style-type: none"> <li>○ Youth &amp; Education</li> <li>○ Crime Prevention</li> <li>○ Changes in City Government</li> <li>○ Neighborhood Enhancement</li> <li>○ Economic Development</li> <li>○ Infrastructure and Transportation</li> <li>○ Quality of Life</li> </ul>	Quality of Life Changes in City government																																															
<b>3.</b>	<b>Who will be affected</b>	Areas within the City of Jackson & Citizens																																															
<b>4.</b>	<b>Benefits</b>	Increased and improved services in the City of Jackson																																															
<b>5.</b>	<b>Schedule</b> (Beginning date) (Completion date)	Upon Council Approval																																															
<b>6.</b>	<b>Location:</b> <b>Ward:</b> CITYWIDE (yes or no) (area) Project limits if applicable	Citywide																																															
<b>7.</b>	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>○ Mayor's Office</li> <li>○ City Department</li> <li>○ Consultant</li> </ul>	Department of Human and Cultural Services																																															
<b>8.</b>	<b>COST</b>	<b>FUNDS TRANSFER FROM:</b> Contributions to other agencies  <table border="0"> <tr> <td>001-43300-6742</td> <td align="right">\$21,000.00</td> <td></td> <td></td> </tr> <tr> <td>001-43300-6742</td> <td align="right">\$7,000.00</td> <td></td> <td></td> </tr> <tr> <td>001-43300-6742</td> <td align="right">\$28,522.00</td> <td></td> <td></td> </tr> <tr> <td>001-43300-6742</td> <td align="right">\$6,302.42</td> <td></td> <td></td> </tr> <tr> <td>001-43300-6742</td> <td align="right">\$12,628.00</td> <td></td> <td></td> </tr> <tr> <td>001-43300-6742</td> <td align="right">\$13,890.58</td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td align="right">\$87,150.00</td> <td></td> <td></td> </tr> </table>	001-43300-6742	\$21,000.00			001-43300-6742	\$7,000.00			001-43300-6742	\$28,522.00			001-43300-6742	\$6,302.42			001-43300-6742	\$12,628.00			001-43300-6742	\$13,890.58			Total	\$87,150.00			<b>FUNDS TRANSFER TO:</b>  <table border="0"> <tr> <td>Art Center – (2 Air Handlers)</td> <td>001-41810-6317</td> <td align="right">\$21,000.00</td> </tr> <tr> <td>Art Gallery – (Haz Mat Clean-up of Attic)</td> <td>001-41910-6419</td> <td align="right">\$7,000.00</td> </tr> <tr> <td>Smith Robertson Museum (Air Condition)</td> <td>001-43600-6317</td> <td align="right">\$28,522.00</td> </tr> <tr> <td>Thalia Mara Hall (Elevator Repair)</td> <td>001-41910-6464</td> <td align="right">\$6,302.42</td> </tr> <tr> <td>Other Facilities (Repairs and Maintenance)</td> <td>001-43300-6317</td> <td align="right">\$12,628.00</td> </tr> <tr> <td>Salaries</td> <td>001-43420-6111</td> <td align="right">\$13,890.58</td> </tr> </table>	Art Center – (2 Air Handlers)	001-41810-6317	\$21,000.00	Art Gallery – (Haz Mat Clean-up of Attic)	001-41910-6419	\$7,000.00	Smith Robertson Museum (Air Condition)	001-43600-6317	\$28,522.00	Thalia Mara Hall (Elevator Repair)	001-41910-6464	\$6,302.42	Other Facilities (Repairs and Maintenance)	001-43300-6317	\$12,628.00	Salaries	001-43420-6111	\$13,890.58
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<b>9.</b>	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>○ General Fund</li> <li>○ Enterprise</li> <li>○ Grant</li> <li>○ Bond</li> </ul> Other	General Funds  Acct# 001 43300 6742																																															

10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A
		AABE	_____ %	WAIVER	yes	_____	no	_____	N/A
		WBE	_____ %	WAIVER	yes	_____	no	_____	N/A
		HBE	_____ %	WAIVER	yes	_____	no	_____	N/A
		NABE	_____ %	WAIVER	yes	_____	no	_____	N/A

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 REVISING THE 2023-2024 FISCAL YEAR BUDGET FOR THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES** legally sufficient for placement in NOVUS Agenda.

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

**Sondra Moncure**, *Special Assistant* 

**Justin Powell**, *Deputy City Attorney* 

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



19





OFFICE OF THE CITY ATTORNEY  
6/11/24

**ORDER AUTHORIZING THE MAYOR TO EXECUTE ELEVEN (11) COMMERCIAL SERVICES AGREEMENTS WITH INTEGRATED PEST CONTROL MAINTENANCE TO PROVIDE PEST CONTROL SERVICES AT ELEVEN (11) FACILITIES MANAGED BY THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES FOR THE 2024-2025 FISCAL YEAR AND APPROVING PAYMENT IN THE AMOUNT OF FIVE THOUSAND FOUR HUNDRED AND TWENTY-FOUR DOLLARS (\$5,424.00).**

**WHEREAS**, the following buildings are under the auspices of the Department of Human and Cultural Services and need pest control services: Mississippi Arts Center, Russell C. Davis Planetarium, Smith Robertson Museum, Thalia Mara Hall, Municipal Art Gallery, Smith Robertson Senior Citizens Center, Sykes Park Senior Citizens Center, T.L. Love Senior Citizens Center, Johnnie Champion Senior Citizens Center, Westside Senior Center, and the Tougaloo Senior Citizens Center; and

**WHEREAS**, pest control services are necessary for the facilities mentioned above to ensure the safety and well-being of the citizens and patrons of the City of Jackson; and

**WHEREAS**, Integrated Pest Control Maintenance (IPCM) provided the Department of Human and Cultural Services with eleven (11) commercial services agreements detailing the frequency of pest control services and the cost per service with a grand total of Five Thousand Four Hundred and Twenty-Four Dollars (\$5,424.00) for twelve (12) months of service (pest control services will occur every other month); and

**WHEREAS**, the Department of Human and Cultural Services recommends that IPCM's commercial services' agreements be approved with the cost and frequency of pest control services as follows:

1. Mississippi Arts Center shall be \$90.00 plus tax of \$0.00 per service. IPCM shall provide service to the Mississippi Arts Center bi-monthly.
2. Russell C. Davis Planetarium shall be \$127.00 plus tax of \$0.00 per service. IPCM shall provide service to the Russell C. Davis Planetarium bi-monthly.
3. Smith Robertson Museum shall be \$112.00 plus tax of \$0.00 per service. IPCM shall provide service to the Smith Robertson Museum bi-monthly.
4. Thalia Mara Hall shall be \$93.00 plus tax of \$0.00 per service. IPCM shall provide service to the Thalia Mara Hall bi-monthly.
5. The Municipal Art Gallery shall be \$90.00 plus tax of \$0.00 per service. IPCM shall provide service to the Municipal Art Gallery bi-monthly.
6. Smith Robertson Senior Citizens Center shall be \$70.00 plus tax of \$0.00 per service. IPCM shall provide service to the Smith Robertson Senior Citizens Center bi-monthly.
7. Sykes Park Senior Citizens Center shall be \$72.00 plus tax of \$0.00 per service. IPCM shall provide service to the Sykes Park Senior Citizens Center bi-monthly.

Agenda Item # 19  
July 2, 2024  
(Scott, Lumumba)

8. T.L. Love Senior Citizens Center shall be \$60.00 plus tax of \$0.00 per service. IPCM shall provide service to the T. L. Love Senior Citizens Center bi-monthly.
9. Johnnie Champion Senior Citizens Center shall be \$60.00 plus tax of \$0.00 per service. IPCM shall provide service to the Johnnie Champion Senior Citizens Center bi-monthly.
10. Tougaloo Senior Citizens Center shall be \$70.00 plus tax of \$0.00 per service. IPCM shall provide service to the Tougaloo Senior Citizens Center bi-monthly.
11. The Westside Senior Center shall be \$60.00 plus tax of \$0.00 per service. IPCM shall provide service to the Westside Senior Center bi-monthly.

**WHEREAS**, IPCM's Commercial Services Agreements shall commence at the beginning of the 2024-2025 Fiscal Year and will automatically cancel after twelve (12) months and a new service agreement must be entered into; and

**WHEREAS**, pest control services may be canceled at any time during the twelve (12) month service agreement if thirty (30) day notice of cancellation has been received by IPCM. Once a cancellation notice has been received, the account will be considered inactive and after thirty (30) days, no additional charges will be assessed; and

**WHEREAS**, IPCM shall furnish to the City of Jackson a certificate of liability insurance coverage; and

**WHEREAS**, it is in the best interests of the City of Jackson that IPCM's Commercial Services Agreements be approved to ensure the safety and well-being of the citizens and patrons of the City of Jackson.

**IT IS THEREFORE ORDERED** that the Mayor is authorized to execute IPCM's eleven (11) Commercial Services Agreements to provide pest control services at the facilities discussed in this Order beginning the first month of the 2024-2025 Fiscal Year and that payment is authorized in the total amount of Five Thousand Four Hundred and Twenty-Four Dollars (\$5,424.00); and

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

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE ELEVEN (11) COMMERCIAL SERVICES AGREEMENTS WITH INTEGRATED PEST CONTROL MAINTENANCE TO PROVIDE PEST CONTROL SERVICES AT ELEVEN (11) FACILITIES MANAGED BY THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES FOR THE 2024-2025 FISCAL YEAR AND APPROVING PAYMENT IN THE AMOUNT OF FIVE THOUSAND FOUR HUNDRED AND TWENTY-FOUR (5,424.00) is legally sufficient for placement in NOVUS Agenda.



**Drew Martin, City Attorney**

**Sondra Moncure, Special Assistant**

**Justin Powell, Deputy City Attorney**

6/11/24

**Date**

S.M. 6/11/24

JP 6/11/24

OFFICE OF THE CITY ATTORNEY  
6-11-24



20



OFFICE OF THE CLERK OF COURTS  
JULY 2 2024  
M. LUMUMBA

**ORDER REVISING THE 2023-2024 FISCAL YEAR BUDGET FOR THE DEPARTMENT OF PARKS AND RECREATION. (MUHAMMAD, LUMUMBA)**

**WHEREAS**, the Department of Parks and Recreation requests revisions to its 2023-2024 Fiscal Year Budget (Budget) due to certain unanticipated needs arising that require immediate attention; and

**WHEREAS**, the Department of Parks and Recreation represents that the requested budget revisions are necessary to make various required repairs; and

**WHEREAS**, Section 21-35-25 of the Mississippi Code Annotated, as amended, states that if it affirmatively appears at any time during the current fiscal year that there is in any fund or account any sum remaining unexpended and not needed or expected to be needed for the purpose or purposes for which appropriated in said budget, then the governing authorities may, in their discretion, transfer such sum or any part thereof to any other fund or funds or account or accounts where needed, by order to such effect entered upon their minutes. This shall not, however, authorize the expenditure of any funds for any purpose other than that for which the levy producing such funds was made; and

**WHEREAS**, the Department of Parks and Recreation represents that the One Hundred Sixty-Two Thousand Dollars (\$162,000.00) that it currently seeks to transfer from the "Parks and Recreation Equipment" account is comprised of unspent funds that are not needed or expected to be needed for the purpose(s) for which said funds were originally appropriated in the Fiscal Year 2023-2024 budget; and

**WHEREAS**, the Department of Parks and Recreation wishes to transfer One Hundred Sixty-Two Thousand Dollars (\$162,000.00) from the "Parks and Recreation Equipment" account to the following accounts (described in more detail in a table below): 005.504.10-6317 ("Other Repairs and Maintenance"); 390.498.00-6419 ("Other Professional Services"); 390.498.00-6487 ("Electric Golf Carts"); and 005.501.10-6419 ("Other Professional Services"); and

**WHEREAS**, this intradepartmental transfer of funds is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, because the transfer requested in this Order, added to any previous Fiscal Year 2023-2024 Department of Parks and Recreation Budget intradepartmental transfers, does not exceed ten percent (10%) of the total budget amount appropriated to the Fiscal Year 2023-2024 Department of Parks and Recreation Budget; and

**WHEREAS**, the Department of Parks and Recreation requests that its 2023-2024 Fiscal Year Budget be revised, as follows:

Agenda Item # 20  
July 2, 2024  
(Muhammad, Lumumba)

**FUNDS TRANSFERRED FROM:**

005.501.80-6381            \$162,000.00  
(Parks & Rec Equipment)

**FUNDS TRANSFERRED TO:**

005.504.10-6317            \$117,000.00  
(Other Repairs & Maintenance)  
390.498.00-6419            \$ 17,200.00  
(Other Professional Services)  
390.498.00-6487            \$ 10,900.00  
(Electric Golf Carts)  
005.501.10-6419            \$ 16,900.00  
(Other Professional Services)

Total                                    **\$162,000.00**

**\$162,000.00**

**WHEREAS**, it is in the best interests of the City that the Department of Parks and Recreation’s Fiscal Year 2023-2024 budget be revised as shown in the table directly above so that required repairs can be made.

**IT IS THEREFORE ORDERED** that the Department of Parks and Recreation’s Fiscal Year 2023-2024 Budget be revised as outlined in the table above; and

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

**(MUHAMMAD, LUMUMBA)**

**Item No.:** \_\_\_\_\_ **Date:** \_\_\_\_\_



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

**DATE: June 13, 2024**

<b>P O I N T S</b>		<b>C O M M E N T S</b>	
1.	<b>Brief Description</b>	Order revising the 2023-2024 Fiscal Year Budget for the Department of Parks and Recreation	
2.	<b>Public Policy Initiative</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Infrastructure and Transportation	
3.	<b>Who will be affected</b>	Department of Parks and Recreation	
4.	<b>Benefits</b>	City of Jackson Park Parks and Recreation employees	
5.	<b>Schedule (beginning date)</b>	Upon Council Approval	
6.	<b>Location:</b> <b>WARD</b>  <b>CITYWIDE (yes or no) (area)</b>  <b>Project limits if applicable</b>	Citywide	
7.	<b>Action implemented by:</b> <b>City Department</b> <input type="checkbox"/>  <b>Consultant</b> <input type="checkbox"/>	Department of Parks & Recreation	
8.	<b>COST</b>	N/A	
9.	<b>Source of Funding</b> <b>General Fund</b> <input type="checkbox"/> <b>Grant</b> <input type="checkbox"/> <b>Bond</b> <input type="checkbox"/> <b>Other</b> <input type="checkbox"/>	Transfer Funds from: 005.501.80-6381 \$162,000.00  Transfer Funds To 005.504.10-6317 \$117,000.00 390.498.00-6419 \$ 17,200.00 390.498.00-6487 \$ 10,900.00 005.501.10-6419 \$ 16,900.00	
10.	<b>EBO participation</b>	ABE _____ %      WAIVER    yes _____    no <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> AABE _____ %      WAIVER    yes _____    no <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> WBE _____ %      WAIVER    yes _____    no <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> HBE _____ %      WAIVER    yes _____    no <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> NABE _____ %      WAIVER    yes _____    no <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/>	

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: June 13, 2024  
RE: Budget Revision – Parks and Recreation

---

IT IS REQUESTED funds are transferred from account number 005.501.80-6381 in the amount of One Hundred Sixty-Two Thousand Dollars (\$162,000.00) to the following accounts:

One Hundred Seventeen Thousand (\$117,000.00) to account number 005.504.10-6317 for go cart track at Buddy Butts.

Seventeen Thousand Two Hundred Dollars (\$17,200.00) to account number 390.498.00-6419 for shed repair at the Zoo.

Ten Thousand Nine Hundred Dollars (\$10,900.00) to account number 390.498.00-6487 for utility vehicles at the Zoo.

Sixteen Thousand Nine Hundred Dollars (\$16,900.00) to account number 005.501.10-6419 for overdue invoices.

The Department of Parks and Recreation Park Maintenance Division recommends that this Order be submitted for the Council's consideration.

Thank you.

AM/js

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 REVISING THE 2023-2024 FISCAL YEAR BUDGET FOR THE DEPARTMENT OF PARKS AND RECREATION. (MUHAMMAD, LUMUMBA)** legally sufficient for placement in NOVUS Agenda.

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

**Sondra Moncure, Special Assistant** *SM*

**Justin Powell, Deputy City Attorney** *JP*

*6/25/24*

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

OFFICE OF THE CITY ATTORNEY  
*6/25/24*



21



OFFICE OF THE CITY ATTORNEY  
6-21-24

**ORDER RATIFYING AND AUTHORIZING THE MAYOR TO ACCEPT PROFESSIONAL FITNESS INSTRUCTION SERVICES FROM BRIDGETT BROOKS AND NATASHA DONALD AND AUTHORIZING PAYMENT FOR SAME. (MUHAMMAD, LUMUMBA)**

**WHEREAS**, the City of Jackson Parks and Recreation Department receives an annual programmatic grant from AARP and Fitlot Fitness to host up to fifty-four (54) fitness classes during a twelve (12) month period at Parham Bridges Park; and

**WHEREAS**, Bridgett Brooks, who is an approved vendor with the City of Jackson, vendor no. 401269, would like to provide professional fitness instructor services for the FitLot Grant; and

**WHEREAS**, Bridget Brooks operates as a Sole Proprietorship and there is no legal distinction between the owner and the business entity; and

**WHEREAS**, Natasha Donald, who is an approved vendor with the City of Jackson, vendor no. 402163, would like to provide professional fitness instructor services for the FitLot Grant; and

**WHEREAS**, Natasha Donald operates as a Sole Proprietorship and there is no legal distinction between the owner and the business entity; and

**WHEREAS**, the above-described fitness classes being taught by Bridgett Brooks and Natasha Donald run from April 29, 2024, to June 29, 2024; and

**WHEREAS**, the above-described instructors have submitted quotes agreeing to teach thirty-six (36) courses for a fee of Forty-Five Dollars (\$45.00) per class per instructor; and

**WHEREAS**, it is in the best interests of the City of Jackson that Bridgett Brooks and Natasha Donald be approved to provide professional fitness instructor services as described in this Order and that their professional fitness instructor services, when needed, be approved for any future fitness classes being held at Parham Bridges Park.

**IT IS THEREFORE ORDERED** that the above-described professional fitness instructor services to be provided by Bridgett Brooks (vendor number 401269) for the FitLot Programmatic Grant Fitness classes at Parham Bridges Park is approved and prompt payment shall be made for these professional fitness instructor services; and

**IT IS FURTHER ORDERED** that the above-described professional fitness instructor services to be provided by Natasha Donald (vendor number 402163) for the FitLot Programmatic Grant Fitness classes at Parham Bridges Park is approved and prompt payment shall be made for these professional fitness instructor services; and

Agenda Item 21  
July 2, 2021  
(Scott, Lumumba)

**IT IS FURTHER ORDERED** that payments, not-to-exceed One Thousand Six Hundred and Twenty Dollars (\$1,620.00), be made to Bridgett Brooks (vendor no. 401269) from account no. 385.504.14-6419 for providing professional fitness instructor services, at the rate of Forty-Five Dollars (\$45.00) per class, at the FitLot Fitness Center at Parham Bridges Park; and

**IT IS FURTHER ORDERED** that payments, not-to-exceed One Thousand Six Hundred and Twenty Dollars (\$1,620.00), be made to Natasha Donald (vendor no. 402163) from account no. 385.504.14-6419 for providing professional fitness instructor services, at the rate of Forty-Five Dollars (\$45.00) per class, at the FitLot Fitness Center at Parham Bridges Park; and

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

**Items No:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**(MUHAMMAD, LUMUMBA)**



**Natascha Donald Quote**

**April 2, 2024**

**Quote 0011**

**Prepared for:**  
Angela White

City of Jackson

Department of Parks and Recreation

Jackson MS 39205

601.960.0655

Email [abuck@jacksonms.gov](mailto:abuck@jacksonms.gov)

**Prepared by:**  
Natascha Donald

6211 Berrywood Dr.

Jackson MS 39213

205.441.8291

[natascha@gijan3.com](mailto:natascha@gijan3.com)

Thank you for letting us assist you in determining your fitness requirements. Please see your quote below:

Quantity (classes)	Description	Price
36	Fitness Instruction for FitLot Program  April 29- June 29,2024	\$45/ \$1620
		<b>Total \$1620</b>

**Natascha Donald 6211 Berrywood Drive Jackson MS 39213 [www.gijan3.com](http://www.gijan3.com)**

**BeastCore Fitness Quote**

**April 2, 2024**

**Quote 0010**

**Prepared for:**  
Angela White

**Prepared by:**  
Bridgett Brooks (BeastCore Fitness)

City of Jackson

332 New Market Dr

Department of Parks and Recreation

Jackson MS 39209

Jackson MS 39205

601.896.4888

601.960.0655

BeastcoreFit@gmail.com

Email abuck@jacksonms.gov

Thank you for letting us assist you in determining your fitness requirements. Please see your quote below:

Quantity (classes)	Description	Price
36	Fitness Instruction for FitLot Program  April 29- June 29, 2024	\$45/ \$1620.00

**Total \$1,620**



**Bridgett Brooks 332 New Market Drive Jackson MS 39209 [www.beastcorefitness.com](http://www.beastcorefitness.com)**

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: June 11, 2024

POINTS		COMMENTS																																													
1.	<b>Brief Description</b>	Order requesting approval of professional fitness instructor services from and approving payments to Bridgett Brooks and Natasha Donald for the Parks and Recreation Department – FitLot Fitness Grant classes held at Parham Bridges Park.																																													
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	<ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>4. Neighborhood Enhancement</li> <li>7. Quality of Life</li> </ol>																																													
3.	<b>Who will be affected</b>	Parham Bridges Park patrons																																													
4.	<b>Benefits</b>	Provides free professionally instructed fitness classes to the public.																																													
5.	<b>Schedule (beginning date)</b>	Upon Mayor and City Council Approval																																													
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	Ward 1																																													
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>	Department of Parks & Recreation and FitLot Outdoor Fitness Parks at Parham Bridges Park																																													
8.	<b>COST</b>	<b>THREE THOUSAND FIVE HUNDRED TEN DOLLARS (\$3,510.00)</b>																																													
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund <input type="checkbox"/></li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	One Thousand Seven Hundred Fifty-Five Dollars (\$1,755.00) to Bridgett Brooks Account No. 385.504.13-6419  One Thousand Seven Hundred Fifty-Five Dollars (\$1,755.00) to Natasha Donald Account No. 385.504.13-6419  <b>NOT-TO-EXCEED \$3,510.00</b>																																													
10	<b>EBO participation</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 10%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">no</td> <td style="width: 10%;">√</td> <td style="width: 10%;">N/A</td> <td style="width: 10%;">√</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	√	N/A	√	AABE	_____ %	WAIVER	yes	_____	no	√	N/A	√	WBE	_____ %	WAIVER	yes	_____	no	√	N/A	√	HBE	_____ %	WAIVER	yes	_____	no	√	N/A	√	NABE	_____ %	WAIVER	yes	_____	no	√	N/A	√
ABE	_____ %	WAIVER	yes	_____	no	√	N/A	√																																							
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NABE	_____ %	WAIVER	yes	_____	no	√	N/A	√																																							

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:** Dr. Abram Muhammad, Director  
Department of Parks & Recreation  
**Date:** June 11, 2024  
**Re:** **Agenda Item – FitLot Grant Instructors**

---

Order requesting approval of professional fitness instructor services from and approving payments to Bridgett Brooks and Natasha Donald for the Parks and Recreation Department – FitLot Fitness Grant classes held at Parham Bridges Park.

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.

AM/sa

## PROGRAMMATIC GRANT RENEWAL

This is an addendum specifying the renewal terms of the previously executed Partnership Agreement and Programmatic Grant Addendum (the "Programmatic Grant Addendum"), dated as of July 1, 2023, by and between City of Jackson Parks & Recreation Department ("Community Partner") and FitLot, Inc. ("FitLot").

### I. BACKGROUND

A. Community Partner and FitLot are parties to a FitLot Partnership Agreement and Programmatic Grant Addendum (the "Agreement"). FitLot and Community Partner previously agreed to collaborate on building and programming an AARP Sponsored Outdoor Fitness Park located at Parham Bridges in Jackson, MS.

FitLot is pleased to grant Community Partner a renewal of programmatic funding to be used for activating the AARP Sponsored Outdoor Fitness Park with local fitness professionals who will host regular, no-cost community classes at the AARP Sponsored Outdoor Fitness Park. The programming of the AARP Sponsored Outdoor Fitness Park is funded by AARP and FitLot is the coordinating party, passing the programmatic funds through to the Community Partner to fulfill the obligations of the previously executed Programmatic Grant and or grant addendums.

### II. GENERAL TERMS

Community Partner and FitLot agree as follows:

#### 1.1 Use of Grant

Community Partner will use the Grant for the purposes previously agreed upon in the Grant Plan. Primarily to support the hiring of local fitness professionals to offer no-cost community classes at the AARP Sponsored Outdoor Fitness Park.

#### 1.2 Grant Period

The renewal "Grant Period" shall be twelve (12) months from the date of fund distribution.

#### 1.3 Grant Amount

The grant renewal shall be in the amount of \$3,510 to support 54 classes over a 12-month period.

#### 1.4 Reporting

Community Partner will utilize the Eventbrite registration system and provide FitLot with reports as set out in the previously executed Programmatic Grant.

#### 1.5 Unspent Funds.

- \_\_\_ Community Partner will donate any remaining, "Unspent Funds" from Grant Term number 1, as defined in the original Partnership Agreement, to a local YMCA or a local 501(c)(3) organization with a health-related mission, subject to prior written approval by FitLot and AARP within fifteen (15) days following the Funding Period. Please email a donation receipt to [Programs@fitlot.org](mailto:Programs@fitlot.org). Grant funds will be disbursed upon receipt of donation confirmation.

AM -08/22/23

- Or Community Partner agrees to use Unspent Funds to program additional classes at \$65 per class during the following 12-month Grant Period. A total of 54 (+ 54 over classes) are to be provided during the Grant Period.

## PROGRAMMATIC GRANT RENEWAL

This Programmatic Grant Renewal is acknowledged by the Community Partner as of the date stated in the first paragraph of this Programmatic Grant Renewal:

**For the previous grant period, please select the option that pertains to you:**

- Community Partner has met the grant requirements; no donation is required.
- Community Partner will donate unspent grant funds, \$ \_\_\_\_\_, to a local YMCA or pre-approved 401(c)3
- Community Partner will roll-over unspent grant funds, \$ 3,510 to provide a total of 108 no-cost community classes.

**Community Partner**

**FitLot**

By:  *CPM*

Name:

Title:

Address:

Tel.:

Email:

Date:

8/29/23

By: 

Name: Adam Mejerison

Title: Executive Director

Address: 4035 Washington Avenue

New Orleans, LA 70125

Tel: 504.264.1568

Email: Adam@FitLot.org

Date: 08/22/23

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROGRAMMATIC GRANT RENEWAL ADDENDUM WITH FITLOT, INC. FOR 54 OUTDOOR FITNESS CLASSES TO BE IN 12 MONTHS, STARTING JULY 01, 2023, AT PARHAM BRIDGES PARK.**

**WHEREAS**, FitLot Inc., is a non-profit corporation whose domicile address is 48 Union Street, Suite 1C, Stamford, CT 06906 and whose principal business office is located at 4035 Washington Avenue, New Orleans LA 70125; and

**WHEREAS**, on August 20, 2019, the governing authorities for the City of Jackson authorized the Mayor to execute a FitLot Partnership Agreement Inc., concerning the installation and construction of an outdoor fitness project at Parham Bridges Park located at 5055 Old Canton Road, in Jackson Mississippi; and

**WHEREAS**, the August 20, 2019 action of the governing authorities is recorded in Minute Book 6P on Pages 561-562; and

**WHEREAS**, on May 26, 2020, the governing authorities for the City of Jackson authorized the Mayor to execute Amendment # 1 and Programmatic Addendum to the FitLot Partnership Agreement which provided for the sponsoring by AARP of the hiring and training of FitLot Neighborhood Coaches to lead no cost outdoor community fitness classes at Parham Bridges Park Walking Trail and associated social media outreach; and

**WHEREAS**, the May 26, 2020 action of the governing authorities was recorded in Minute Book 6R at Page 128; and

**WHEREAS**, the Department of Parks and Recreation received notice that FitLot, Inc., was awarding the City of Jackson a renewal of programmatic to be used for activating the AARP Sponsored Outdoor Fitness Park with local fitness professionals for the hosting of regular, no-cost community classes at the AARP Sponsored Outdoor Fitness Park; and

**WHEREAS**, the funding is provided by AARP with FitLot serving as a coordinating party passing the funds to the City of Jackson to fulfill obligations of the previous agreement and amendment; and

**WHEREAS**, the August 2, 2022 actions of the governing authorities authorization to receive the 2022 renewal funding was recorded in Minute Book 6V at Page 518 and 519; and

**WHEREAS**, the 2023 Programmatic Grant Renewal funding awarded to the City of Jackson is \$3,510.00; and

**WHEREAS**, the funding is for the support of 54 classes which are to be held within a 12 month period; and

**WHEREAS**, the City of Jackson will be required to use the Eventbrite registration system and provide FitLot with reports required by the previously executed Partnership Agreement and Amendment; and

**WHEREAS**, the execution of the Programmatic Grant Renewal is consistent with the statutory authority granted the City of Jackson in MCA § 21-17-5 and MCA § 21-37-3 of the Mississippi Code; and

**WHEREAS**, the best interest of the City of Jackson would be served by authorizing the Mayor to execute the Programmatic Renewal Addendum submitted to the City of Jackson in June 2023.

**IT IS HEREBY ORDERED** that the Mayor shall be authorized to execute a Programmatic Grant Renewal with FitLot, Inc.

**IT IS HEREBY ORDERED** that no monies shall be expended concerning the Programmatic Grant Renewal Addendum.

**Council Member Lindsay** 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 August 15, 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.**



CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

FitLot, Inc  
4035 Washington Ave  
New Orleans  
(504) 264-1568

JPMORGAN CHASE BANK, NA  
PO Box 182051  
Columbus, OH 43218  
51-36/211

1107

09/07/2023

PAY TO THE ORDER OF City of Jackson - Department of Parks and Recreation

\$ \*\*3,510.00

Three thousand five hundred ten and 00/100\*\*\*\*\* DOLLARS

RESISTANCE AGAINST FRAUD

Wendy Brown  
City of Jackson - Department of Parks and Recreation  
PO Box 17  
Jackson, MS 39209

*Danielle Frejek* MP

MEMO Jackson, MS Year 3 Program Funding

⑈001107⑈ ⑆02110036⑆ ⑆631273973⑈

FitLot, Inc  
09/07/2023

City of Jackson - Department of Parks and Recreation  
Year 3 Program Funding

1107

3,510.00

# City of Jackson

## SETTLEMENT REPORT



1st Let Proj 1 Donation 23  
9/22/23

BATCH: 1127  
CLERK: Shannon Amos  
DATE: 09/22/2023 16:04:42

DEPOSIT TENDER TYPE	COUNT	SYSTEM AMOUNT	DRAWER AMOUNT	DIFFERENCE
CHECK	1	3,510.00	3,510.00	0.00
TOTALS	1	3,510.00	3,510.00	0.00
TOTAL REMITTED	1	3,510.00		
TOTAL CHANGE DUE	0	0.00		
TOTAL CASH	0	0.00		
TOTAL CHECKS	1	3,510.00		

Shannon Amos

REVIEWER

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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OFFICE OF THE CITY ATTORNEY  
6/25/24

This ORDER RATIFYING AND AUTHORIZING THE MAYOR TO ACCEPT PROFESSIONAL FITNESS INSTRUCTION SERVICES FROM BRIDGETT BROOKS AND NATASHA DONALD AND AUTHORIZING PAYMENT FOR SAME is legally sufficient for placement in NOVUS Agenda.

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

6/25/24  
\_\_\_\_\_  
Date

~~Sondra Moncure, Special Assistant~~

Justin Powell, Deputy City Attorney  6/27/24



22



**ORDER REQUESTING APPROVAL OF FUTURE PROFESSIONAL DJ ENTERTAINMENT SERVICES TO SHAKE'UM UP SOUNDS FOR PROFESSIONAL ENTERTAINMENT SERVICES THAT WILL BE PERFORMED AT THE ANNUAL FIREWORKS EXTRAVAGANZA BEING HELD ON WEDNESDAY, JULY 3, 2024, AT SMITH WILLS STADIUM (MUHAMMAD, LUMUMBA)**

OFFICE OF THE CITY ATTORNEY  
Leviticus Harris

**WHEREAS**, the Parks and Recreation Department's Programming Division will host its annual Fireworks Extravaganza Event (Fireworks Event) on Wednesday, July 3, 2024, at Smith Wills Stadium; and

**WHEREAS**, the Programming Division received a quote from Shake'Um Up Sounds in the amount of Seven Hundred Dollars (\$700.00) for the provision of professional DJ and sound entertainment services for the Fireworks Event; and

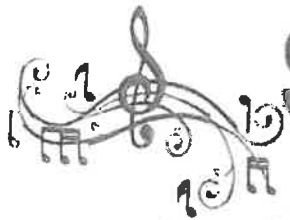
**WHEREAS**, Leviticus Harris operates Shake'Um Up Sounds as a sole proprietorship and has signed a form that is on file with the Parks and Recreation Department stating that he understands that when operating as a sole proprietorship there is no legal distinction between the owner of the business and the business entity; and

**WHEREAS**, it is in the best interests of the City of Jackson to hold family-oriented events such as the Fireworks Event and to provide professional entertainment services at such events so that attendees can participate in activities and memorialize the events.

**IT IS THEREFORE ORDERED** that the above-described professional DJ entertainment services to be provided by Shake'Um Up Sounds is approved and that prompt payment of Seven Hundred Dollars (\$700.00) from account number 005-501.25-6419 shall be made to Shake'Um Up Sounds-Leviticus "Sinatra" Harris; and

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

Agenda Item # 22  
July 2, 2024  
(Muhammad, Lumumba)



# SHAKE'UM UP SOUNDS



Mississippi Sinarta

Contact: Via Cell or Text (601)906-2790

Entertainment Agreement

iamsinatra22@gmail.com

I agree to provide entertainment for FIREWORK EXTRAVAGANZA at CITY OF JAX

(Location) Hank Aaron Smith will

(Date of Event) July 3<sup>rd</sup> 2024

(Date of Contract) 5/6/2024

Payment Types If agreement is accepted, the amount for services to be render will be \$ 700<sup>82</sup>

Cash

Please Pay in Advance! The DEPOSIT amount of \$ —0—

**\*\* Deposit Covers all Cancellations\*\***

Checks Payable to:

Leveiticus Sinatra Harris

Balance due day of event upon arrival

CashApp-\$Sinatra Harris

\$ 700<sup>00</sup>

To book an event, please text all information to (601)906-2790

Leveiticus Sinatra Harris

Client/ Representative

Leveiticus S. Harris  
DJ

**ALL ENTERTAINMENT IS INDEPENDENT OF THE RADIO STATION!**





# 2024

## JACKSON'S

### Fireworks

## EXTRAVAGANZA

### WEDNESDAY | JULY 3

FREE ADMISSION | FIREWORKS DISPLAY AT NIGHTFALL

### SMITH WILLS STADIUM

1200 LAKELAND DRIVE, JACKSON, MS 39216

GATES OPEN AT 4:30 PM

### COME AND ENJOY A FAMILY FRIENDLY EVENT

### SPECTACULAR FIREWORKS SHOW

8:45PM-UNTIL

### KIDZ ZONE 5PM-7PM

WATER SLIDES • FACE PAINTING • GAMES • SPACE JUMPS

### FOOD VENDORS ENTERTAINMENT • 7PM-8:45PM

FOR MORE INFORMATION, PLEASE CALL 601.960.0471



CITY OF JACKSON MS-DEPARTMENT OF PARKS AND RECREATION



COJ\_PARKS\_RECREATION



JPS Disclaimer: The Distribution of this material does not constitute an endorsement or an indication of support by the Jackson Public School District. Parents and students should determine for themselves if they want to use the services.

The school district accepts no liability in this matter.

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**INTEROFFICE MEMORANDUM**

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**TO:** Shannon Amos, Investment Budget Supervisor  
**Parks and Recreation**

**FROM:** Lisa Wilson, Recreation Manager *LW*  
**Parks and Recreation**

**SUBJECT:** QUOTE PROVIDED REQUESTING A PURCHASE ORDER FOR SHAKE'UM UP  
SOUND-LEVEITCUS "SINATRA" HARRIS

**DATE:** MAY 7, 2024

**CC:** Abram Muhammad, Director  
**Parks and Recreation**

---

This is a request for service needed in order to have a DJ and Sound for the FIREWORKS EXTRAVAGANZA held at HANK AARON STADIUM (SMITH WILLS) services from SHAKE'UM UP SOUND-LEVEITCUS "SINATRA" HARRIS at a cost of \$700.00, held on July 3, 2024.

Account #: 501.25-6419 OTHER PROFESSIONAL SERVICES

Parks & Recreation Department  
633 North State Street 5<sup>th</sup> Floor  
P O Box 17  
Jackson, MS 392005-0017  
601-960-0471 (Office)  
Website: [www.jacksonms.gov](http://www.jacksonms.gov)



*"One City, One Aim, One Destiny"*

# Memo

TO: Mayor Chokwe Antar Lumumba  
FROM: Abram Muhammad, Director  
Department of Parks and Recreation  
Date: May 13, 2024  
RE: Fireworks Extravaganza-Shake'um Up Sounds

---

Order requesting approval and payment for professional entertainment services to Shake'um Up Sounds Entertainment for the annual Fireworks Extravaganza event being held at Smith Wills Stadium on Wednesday, July 3, 2024.

**IT IS REQUESTED**, that an Order for the above-described professional services with Shake'um Up Sounds for providing DJ Entertainment be ratified and that a payment in the amount of Seven Hundred Dollars (\$700.00) be approved and made to Shake'um Up Sounds from account no. 005-501.25-6419.

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.

AM/js

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: May 13, 2024

	P O I N T S	C O M M E N T S																																													
1.	<b>Brief Description</b>	Order requesting approval and payment for professional entertainment services to Shake'um Up Sounds Entertainment for the annual Fireworks Extravaganza event being held at Smith Wills Stadium on Wednesday, July 3, 2024.																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Youth & Education Crime Prevention Quality of Life																																													
3.	<b>Who will be affected</b>	Youths and the citizens of Jackson, MS																																													
4.	<b>Benefits</b>	Provides entertainment for youths and adults.																																													
5.	<b>Schedule (beginning date)</b>	Upon City Council Approval																																													
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	Citywide																																													
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	The Department of Parks & Recreation.																																													
8.	<b>COST</b>	Shake-um Up Sounds Entertainment Seven Hundred Dollars (\$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"/>	Account No. 005-501.25-6419																																													
10	<b>EBO participation</b>	<table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 15%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">___</td> <td style="width: 10%;">no</td> <td style="width: 10%;">√</td> <td style="width: 10%;">N/A</td> <td style="width: 10%;">√</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	√	N/A	√	AABE	_____ %	WAIVER	yes	___	no	√	N/A	√	WBE	_____ %	WAIVER	yes	___	no	√	N/A	√	HBE	_____ %	WAIVER	yes	___	no	√	N/A	√	NABE	_____ %	WAIVER	yes	___	no	√	N/A	√
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The City of Jackson  
Department of Parks  
and Recreation

Dr. Abram Muhammad, Director

**FROM: PARKS AND RECREATION DEPARTMENT**  
**RE: VENDOR CERTIFICATION as a SOLE PROPRIETORSHIP**

The attorneys for the City of Jackson have recently created a requirement that all City of Jackson vendors must be registered with the Secretary of State or be classified as a Sole Proprietorship.

A Sole Proprietorship would be a vendor whose business is ran by one person and there is no legal distinction between the owner and the business entity. Sole Proprietorship may operate under their own name or under a trade name.

The Sole Proprietorship Form will be filed with the vendor's application.

Please confirm below that you are operating as a Sole Proprietor and return to:

Shannon V. Amos, Budget Investment Supervisor  
[samos@city.jackson.ms.us](mailto:samos@city.jackson.ms.us)  
601-960-0399 (O)

I, Hereticus Harris,  
(Individual's Name)

doing business as Shakem up Sounds,  
(Name of Business if different than Individual's Name, or mark N/A)

do hereby certify that I am operating my business as a Sole Proprietorship, and therefore have not registered my business with the Mississippi Secretary of State's Office.

Hereticus Harris  
(Signature)

Date: 5/5/2024

CoJ Vendor no: \_\_\_\_\_

Received by: \_\_\_\_\_

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  
5/23/24

## OFFICE OF THE CITY ATTORNEY

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This ORDER REQUESTING APPROVAL OF FUTURE PROFESSIONAL DJ ENTERTAINMENT SERVICES TO SHAKE'UM UP SOUNDS FOR PROFESSIONAL ENTERTAINMENT SERVICES THAT WILL BE PERFORMED AT THE ANNUAL FIREWORKS EXTRAVAGANZA BEING HELD ON WEDNESDAY, JULY 3, 2024 AT SMITH WILLS STADIUM (MUHAMMAD, LUMUMBA) legally sufficient for placement in NOVUS Agenda.

Drew Martin  
Drew Martin, City Attorney *DM*  
Sondra Moncure, Special Assistant *S.M.*  
Justin Powell, Deputy City Attorney *JP*

5/30/24  
Date





23



**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ARTISAN PYROTECHNICS INC TO PRODUCE A FIREWORKS DISPLAY FOR THE CITY'S FOURTH OF JULY CELEBRATION, BEING HELD ON WEDNESDAY, JULY 3, 2024, AT SMITH-WILLS STADIUM, AND APPROVING PAYMENT FOR SAID FIREWORKS DISPLAY (MUHAMMAD, LUMUMBA)**

OFFICE OF THE ATTORNEY  
GALVIN

**WHEREAS**, the City of Jackson Parks and Recreation Department annually hosts a family-friendly July 4<sup>th</sup> celebration at Smith-Wills Stadium, with this year's celebration being held on Wednesday, July 3, 2024; and

**WHEREAS**, Artisan Pyrotechnics, Inc. (Artisan) is a Mississippi corporation created on December 1, 2004, and is currently in good standing with the Mississippi Secretary of State's Office; Artisan has provided fireworks displays for the City numerous times in the past; and

**WHEREAS**, Artisan has agreed to produce a fireworks display at this year's July 4<sup>th</sup> celebration for a cost not to exceed Seventeen Thousand Five Hundred Dollars (\$17,500.00); and

**WHEREAS**, Artisan, as part of its professional services agreement, agrees to provide the City with bodily injury and property damage insurance coverage of One Million Dollars (\$1,000,000.00) for the July 3, 2024 fireworks event and agrees to add the City as an additional insured; and

**WHEREAS**, the cost of the fireworks production will be paid by the City of Jackson's Parks and Recreations Department; and

**WHEREAS**, the City agrees to assume the risk of weather, or other causes beyond Artisan's control, which may prevent the production from being safely discharged on the scheduled date or the cancellation of any event for which the City has purchased the production. It shall be within Artisan's sole discretion to determine whether the production may be safely discharged on the scheduled date and at the scheduled time. If, for any reason beyond Artisan's control, including, without limitation, inclement weather, Artisan is unable to safely discharge the production on the scheduled date or should any event for which the City has purchased the production be cancelled, the parties shall attempt to negotiate a new production date, which shall be within sixty (60) days of the original production date; and

**WHEREAS**, pursuant to Mississippi State Law, the City is not permitted to waive its rights to seek any type of damage(s), whatsoever, including the City's right to seek consequential, incidental, exemplary, special, punitive damages, loss of income, loss of business, or loss of profits; and

**WHEREAS**, it is in the best interests of the City that it supports and hosts family-friendly events such as the July 3, 2024, event because such events bring the community together in celebration and help promote the City.

Agenda Item # 23  
July 2, 2024  
(Muhammad, Lumumba)

**IT IS THEREFORE ORDERED** that the Mayor shall be authorized to execute a professional services agreement with Artisan to produce a fireworks display at this year's July 4<sup>th</sup> celebration occurring on Wednesday, July 3, 2024; at Smith-Wills Stadium; and

**IT IS FURTHER ORDERED** that payment in the amount of Seventeen Thousand Five Hundred Dollars (\$17,500.00) is approved and shall be paid to Artisan from account number 005.501.10.-6419; and

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

**MUHAMMAD, LUMUMBA**

**Item #** \_\_\_\_\_

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

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: June 10, 2024

	POINTS	COMMENTS																																													
1.	<b>Brief Description</b>	Order requesting Mayor to execute an agreement with Artisan Pyrotechnics, Inc. for fireworks display at Smith Wills Stadium on July 3, 2024.																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention Quality of Life																																													
3.	<b>Who will be affected</b>	Youths, citizens guests and businesses of the City of Jackson																																													
4.	<b>Benefits</b>	Provides citizens the opportunity to view and enjoy safe fireworks display production.																																													
5.	<b>Schedule (beginning date)</b>	Upon City Council Approval																																													
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Ward 1																																													
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	The Department of Parks & Recreation.																																													
8.	<b>COST</b>	Seventeen Thousand Five Hundred Dollars (\$17,500.000)																																													
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Account no. 005.501.10.-6419																																													
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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:** June 10, 2024  
**RE:** FIREWORKS DISPLAY – WEDNESDAY, JULY 3, 2024

---

Requesting authorization for the Mayor to execute an agreement between the City of Jackson, MS and Artisan Pyrotechnics Inc., in the amount of \$17,500.00, for fireworks display at the Smith Wills Stadium, located at 1200 Lakeland Drive on Wednesday, July 3, 2024.

IT IS REQUESTED that an order for the above-described professional services with Artisan Pyrotechnics be ratified and payment in the amount of Seventeen Thousand Five Hundred Dollars (\$17,500.00) be approved and made to Artisan Pyrotechnics.

The Department of Parks and Recreation believes executing this agreement is in the best interest of the City of Jackson and the Department and recommends that this Order is approved.

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.

AM/js

**ARTISAN PYROTECHNICS, INC.**  
**Pyrotechnic Contract**

THIS AGREEMENT entered into this 15<sup>th</sup> day of April 2024 by and between ARTISAN PYROTECHNICS, INC.; a Mississippi Corporation hereinafter referred to as "ARTISAN" and City of Jackson, MS, Chokwe Antar Lummba, Mayor, hereinafter referred to as "PURCHASER".

2) ARTISAN agrees to furnish PURCHASER, in accordance with the terms and conditions hereinafter set forth, 1 pyrotechnic production (s) as per Program(s) A, submitted, accepted and made part hereof, including the services of a licensed pyrotechnic operator to take charge of and, along with sufficient helpers, safely discharge the display. The said production(s) will be performed on Wednesday, July 3, 2024 at 1200 Lakeland Dr., Jackson, MS.

3) PURCHASER, at its own expense, agrees to provide ARTISAN: A) A suitable PRODUCTION SITE in which to stage the pyrotechnic display including a firing and fallout zone reasonably acceptable to ARTISAN in which the pyrotechnics may be exhibited, rise and fall safely. B) Adequate policing, guard protection, roping, fencing and/or other crowd control measures to prevent the access of the public or its property or any other people or property not authorized by ARTISAN into the PRODUCTION SITE. C) Access by ARTISAN at all times, to the PRODUCTION SITE to set up the production. D) Ensure that the Spectator Area does not infringe on the PRODUCTION SITE. If PURCHASER fails to fully comply with requirement A, B, C, and D set forth above, ARTISAN shall have no obligation to perform and PURCHASER agrees to pay ARTISAN the entire contract price plus any additional expenses and damages incurred as a result of said failure. PURCHASER shall have the sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that ARTISAN, (including its operators and helpers) shall not inspect, police, monitor or otherwise supervise any area of the site other than the PRODUCTION SITE, except to ensure all spectators are outside the PRODUCTION SITE; and, after completion of the PRODUCTION, that the PRODUCTION SITE is cleared of any pyrotechnic debris originating from the production.

4) PURCHASER shall pay to ARTISAN the sum of SEVENTEEN THOUSAND FIVE HUNDRED Dollars (\$17,500.00). **Final payment is due by July 3, 2024.** The initial deposit will include a non-refundable charge of \$500.00 to initiate the permit and insurance process and is deducted prior to calculating any refunds. If the production proceeds, this amount will be applied towards the remaining balance due. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less, will be charged on the unpaid balance after 10 days from the date of the display. PURCHASER does hereby authorize ARTISAN to receive and verify financial information concerning PURCHASER from any person or entity.

5) PURCHASER agrees to assume the risk of weather, or other causes beyond ARTISAN control, which may prevent the production from being safely discharged on the scheduled date or the cancellation of any event for which PURCHASER has purchased the production. It shall be within ARTISAN sole discretion to determine whether or not the production may be safely discharged on the scheduled date and at the scheduled time. If, for any reason beyond ARTISAN control, including, without limitation, inclement weather, ARTISAN is unable to safely discharge the production on the scheduled date or should any event for which PURCHASER has purchased the production be cancelled, the parties shall attempt to negotiate a new production date, which shall be within 60 days of the original production date. PURCHASER further agrees to pay ARTISAN for any actual expenses made necessary by this postponement. Actual expenses include, but are not limited to, expenses for travel, lodging, labor, meals, rentals, permit fees, set-up and/or dismantling of production, additional taxes or surcharges, or any other additional expense that was incurred prior to and/or as a result of the postponement or cancellation. If the parties are unable to agree on a new production date, ARTISAN shall be entitled to liquidated damages from PURCHASER as if PURCHASER had cancelled the production on the date set for the production as follows. |

6) PURCHASER shall have the option to unilaterally cancel this production at any time. If PURCHASER exercises this option, PURCHASER agrees to pay ARTISAN, as liquidated damages, the following percentages of the agreed contract price. 1) 25% if cancellation occurs three (3) or more days before the date scheduled for the production, 2) 50% if cancellation occurs between two (2) days prior to and the actual date set for the production, 3) 75% if cancellation occurs on the date set for the production but prior to the time physical set-up of the production actually begins 4) 100% thereafter. If cancellation occurs prior to the date set for the production, PURCHASER, agrees to pay to ARTISAN, in addition to the above percentages, the value associated with any specific custom work performed by ARTISAN or its agents including but not limited to music/narration tape production, sponsor logos and/or the costs of all special equipment purchased specifically for the use in this production, including but not limited to all applicable taxes and shipping charges.

7) ARTISAN reserves the ownership rights and trade names that are used in or is a product of the pyrotechnic production to be performed. Any reproduction by sound, video or other duplication or recording process without the express written permission of ARTISAN is prohibited.

ARTISAN agrees to furnish insurance coverage in connection with the Production only, for the following risks and amounts: bodily injury and property damage, ONE MILLION DOLLARS (\$1,000,000) combined single limits. Such insurance shall include PURCHASER as an additional insured regarding claims made against PURCHASER for bodily injury or property damage arising from the operations of

ARTISAN in performing the Production provided for in this Agreement. Such insurance afforded by ARTISAN shall not include claims made against PURCHASER for bodily injury or property damage arising from A) Failure of PURCHASER, including through or by its employees, agents and/or independent contractors, to perform its obligations under this Agreement, including, without limitation, those contained in Paragraph 3 of this Agreement; B) Failure of the PURCHASER to provide discretionary Spectator and Parking Areas referred to in Paragraph 3 of this Agreement. PURCHASER shall indemnify and hold ARTISAN harmless from all claims and suits made against ARTISAN for bodily injury or property damage arising from A) and B) of this Paragraph, and for any and all willful, wanton or negligent acts of PURCHASER, its employees, agents and or independent contractors.

9) Should PURCHASER fail to pay ARTISAN any fees, costs or expenses to which ARTISAN is entitled under the terms of this agreement, PURCHASER shall pay to ARTISAN, in addition to any other relief to which ARTISAN may be entitled, all costs of collection, including but not limited to attorney fees in the minimum amount of 25% of the balance due, court costs and judicial interest from the date of written demand to date of full payment.

10) PURCHASER shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special, and/or punitive damages from ARTISAN including, without limitation, loss of income, business or profits. Nothing in this paragraph shall be construed as a modification or limitation of the insurance coverage afforded in Paragraph 8 above.

11) It is agreed nothing in this Agreement or in ARTISAN performance of the production provided for herein shall be construed as forming a partnership or joint venture between PURCHASER and ARTISAN. The parties hereto shall be severally responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein.

12) This Agreement shall be governed and interpreted under the laws of the State of Mississippi.

13) Any Notice to the parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, and First class, addressed as follows:

**ARTISAN - Artisan Pyrotechnics, Inc., 82 Grace Rd., Wiggins, Ms. 39577.**

**PURCHASER - The City of Jackson, MS, 219 S. President St., Jackson, MS, 39205, Chokwe Antar Lumumba, Mayor.**

14) All terms of this Agreement are in writing and may only be modified by written agreement of both parties hereto. The parties acknowledge they have received a copy of said written agreement and agree to be bound by said terms of written Agreement, subject only to any written modifications signed by the parties hereto.

15) If there is more than one PURCHASER, they shall be jointly and severally be responsible to perform PURCHASER'S obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by PURCHASER and after it is executed by ARTISAN at ARTISAN offices in Wiggins, MS. This Agreement may be executed in several counter parts, including faxed copies, each one of which shall be deemed an original against the party executing same. This Agreement shall be binding upon the parties hereto and upon their heirs, successors, executors, administrators and assigns. PURCHASER agrees and acknowledges that because of the nature of fireworks, an industry accepted level of 3% of the product used in any production may not function as designed and this level of nonperformance is acceptable as full performance.

In Witness Whereof the parties hereto, by and through their duly authorized agents, have set their hands and seals this 15th day of April 2024.

\_\_\_\_\_, Title President.  
**ARTISAN PYROTECHNICS, INC.**

\_\_\_\_\_, Title Mayor  
**CITY OF JACKSON, MS**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Ryder Rosacker McCue & Huston (MGD by Hull & Company) 509 W Koenig St Grand Island NE 68801	<b>CONTACT NAME:</b> Kristy Wolfe <b>PHONE (A/C No. Ext):</b> 308-382-2330 <b>E-MAIL ADDRESS:</b> kwolfe@ryderinsurance.com	<b>FAX (A/C No.):</b> 308-382-7109
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Artisan Pyrotechnics Inc 82 Grace Rd PO Drawer 250 Wiggins MS 39577	<b>INSURER A :</b> SCOTTSDALE INS CO <b>NAIC #</b> 41297	
	<b>INSURER B :</b> NATIONAL IND CO <b>20087</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 600432393      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC  <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CPS4056773	1/20/2024	1/20/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
			73APS116336	1/20/2024	1/20/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB      CLAIMS-MADE DED      RETENTION \$		FWS4000012	1/20/2024	1/20/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.  
 Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.  
 Regarding the General Liability coverage, Primary and Non-Contributory coverage applies to the entities listed below per attached form CG 20 01 when required by written agreement.  
**FOR THE CITY OF JACKSON ON THEIR FIREWORK DISPLAY FOR THEIR INDEPENDENCE DAY CELEBRATION 7/3/2024.**

<b>CERTIFICATE HOLDER</b>  CITY OF JACKSON 219 S. PRESIDENT ST. CHOKWE ANTAR LUMMBA, PRESIDENT JACKSON MS 39205	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# Michael Watson

## SECRETARY OF STATE

This is not an official certificate of good standing.

### Name History

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Name	Name Type
Artisan Pyrotechnics, Inc.	Legal

### Business Information

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<b>Business Type:</b>	Profit Corporation
<b>Business ID:</b>	864293
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	12/01/2004
<b>State of Incorporation:</b>	Mississippi
<b>Principal Office Address:</b>	82 Grace Road Wiggins, MS 39577

### Registered Agent

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**Name**  
Manis, K. Edward  
82 Grace Road, PO Box 250  
Wiggins, MS 39577

### Officers & Directors

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Name	Title
Kenneth E Manis Jr 746 Big Four Road Wiggins, MS 39577	Incorporator
Kenneth E Manis P O Drawer 250 Wiggins, MS 39577	Director, President

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ARTISAN PYROTECHNICS INC TO PRODUCE A FIREWORKS DISPLAY FOR THE CITY'S FOURTH OF JULY CELEBRATION, BEING HELD ON WEDNESDAY, JULY 3, 2024, AT SMITH WILL STADIUM, AND APPROVING PAYMENT FOR SAID FIREWORKS DISPLAY is legally sufficient for placement in NOVUS Agenda.



**Drew Martin, City Attorney**

**Sondra Moncure, Special Assistant** *S.M. 6/11/24*

**Justin Powell, Deputy City Attorney** *JP 6/11/24*



**Date**



24



OFFICE OF THE CLERK  
JACKSON, MISSISSIPPI

**ORDER REQUESTING THE ADDITION OF FIVE THOUSAND TWENTY-SEVEN DOLLARS AND FIFTY CENTS (\$5,027.50) TO CONTRACT NUMBER 2024256 SO THAT ROBERTSON PRODUCE OF MISSISSIPPI, LLC CAN CONTINUE PROVIDING TIMELY DELIVERIES OF FRESH ANIMAL FEED PRODUCE TO THE JACKSON ZOO FOR THE REMAINDER OF THE 2023-2024 FISCAL YEAR (MUHAMMAD, LUMUMBA)**

**WHEREAS**, the Jackson Zoo has several animals that are required to follow a daily special dietary plan that includes various items of fresh produce; and

**WHEREAS**, Robertson Produce of Mississippi, LLC (Robertson Produce) (City of Jackson vendor number 73525) has been the supplier of such produce to the Jackson Zoo for the past several years; and

**WHEREAS**, Robertson Produce is a Limited Liability Company created pursuant to the laws of the State of Mississippi on May 30, 2014, and is currently in Good Standing with the Mississippi Secretary of State; and

**WHEREAS**, Robertson Produce provides the Jackson Zoo with fresh produce such as red apples, bananas, yellow corn, sweet potatoes, red grapes, carrots, romaine lettuce, and oranges as animal feed; and

**WHEREAS**, the Jackson City Council, on February 13, 2024, approved an Order wherein payment to Robertson Produce, for the delivery of produce to the Jackson Zoo for a period of ten (10) weeks, was allowed for an amount not to exceed Ten Thousand Fifty-Five Dollars (\$10,055.00); and

**WHEREAS**, the Order discussed above allowed for much faster payments to Robertson Produce that has aided in establishing a better relationship with the vendor; the Order also ensured that the Zoo animals always had adequate amounts of food on site, without any interruptions due to nonpayment; the Jackson Zoo wishes to keep this arrangement with Robertson Produce because to become an accredited zoo, food must be readily available for all zoo animals; and

**WHEREAS**, the Jackson Zoo is requesting permission to add Five Thousand Twenty-Seven Dollars and Fifty Cents (\$5,027.50) to City of Jackson Contract Number 2024256 so that the above-described produce can be ordered from Robertson Produce on a weekly basis for the remainder of the 2023-2024 Fiscal Year; and

**WHEREAS**, it is in the best interests of the City of Jackson to have produce delivered weekly to the Jackson Zoo to be used as animal feed and to have timely payments made to Robertson Produce for the delivery of said produce which will aid the Jackson Zoo in its accreditation process.

**IT IS THEREFORE ORDERED** that Robertson Produce is allowed to deliver produce to the Jackson Zoo to be used as animal feed on a weekly basis for the remainder of the 2023-2024 Fiscal Year and that payment to Robertson Produce is to be made on a timely basis upon the City's receipt of an invoice for said produce delivery; and

Agenda Item # 24  
July 2, 2024  
(Muhammad, Lumumba)

**IT IS FURTHER ORDERED** that the Parks & Recreation Department is approved to add an additional Five Thousand Twenty-Seven Dollars and Fifty Cents (\$5,027.50) to City of Jackson Contract Number 2024256 to pay Robertson Produce for weekly produce deliveries (which includes a delivery charge and a fuel charge for each delivery) for the remainder of the 2023-2024 Fiscal Year; and

**IT IS FURTHER ORDERED** that payment for weekly fresh produce delivery to Robertson Produce shall be made from account number 390-498.00-6214 and payment for the weekly delivery/fuel charge for the produce delivery shall be made from account number 390-498.00-6215; and

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

**(MUHAMMAD, LUMUMBA)**

**Item No.:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**ORDER REQUESTING APPROVAL OF FUTURE PAYMENTS TO ROBERTSON PRODUCE OF MISSISSIPPI LLC, NOT TO EXCEED TEN THOUSAND FIFTY-FIVE DOLLARS (\$10,055.00), FOR THE TIMELY DELIVERY OF FRESH ANIMAL FEED PRODUCE TO THE JACKSON ZOO OVER THE COURSE OF A TEN-WEEK PERIOD.**

**WHEREAS**, the Jackson Zoo has several animals that are required to follow a daily special dietary plan that includes various items of fresh produce; and

**WHEREAS**, Robertson Produce of Mississippi LLC (Robertson Produce) has been the supplier of such produce to the City of Jackson; and

**WHEREAS**, Robertson Produce (Contract Number 73525) with the City of Jackson; and

**WHEREAS**, Robertson Produce was created pursuant to the laws of the State of Mississippi and is in Good Standing with the Mississippi Secretary of State; and

**WHEREAS**, in the past, the process to secure a timely purchase order for the fresh animal feed and delivery over the next ten-week period shall not exceed TEN THOUSAND FIFTY-FIVE DOLLARS (\$10,055.00); and

**WHEREAS**, Robertson Produce, despite several delays in timely payments, continued to provide produce to ensure an adequate and consistently healthy diet for the animals; and

**WHEREAS**, the Jackson Zoo is requesting permission to order the above-described produce on a weekly basis for the next ten weeks, estimating a cost of approximately NINE HUNDRED AND FIFTY DOLLARS (\$950.00) per week, which includes a delivery/fuel cost of FIVE DOLLARS AND FIFTY CENTS (\$5.50) per week; and

**WHEREAS**, payment to Robertson Produce for the animal feed and delivery over the next ten-week period shall not exceed TEN THOUSAND FIFTY-FIVE DOLLARS (\$10,055.00); and

**WHEREAS**, in the past, the process to secure a timely purchase order for payment to Robertson Produce has been difficult due to weather, holidays, etc., resulting in severely delayed payments for produce that had already been delivered (as the animals must eat produce daily and cannot be allowed to go without feed); and

**WHEREAS**, Robertson Produce, despite several delays in timely payments, continued to provide produce to ensure an adequate and consistently healthy diet for the animals; and

**WHEREAS**, the Jackson Zoo will request all produce items weekly via a City of Jackson Quote Request Form and upon delivery of said produce Robertson Produce will provide an invoice to the City; and

**WHEREAS**, it is in the best interests of the City of Jackson to have produce delivered weekly to the Jackson Zoo to be used as animal feed and to have timely payments made to Robertson Produce for the delivery of said produce.

*\* Original Order from 2/13/24  
Parks has exhausted the \$10,055.00*

**IT IS HEREBY ORDERED** that Robertson Produce is allowed to deliver produce to the Jackson Zoo to be used as animal feed on a weekly basis for the next ten weeks and that payment to Robertson Produce is to be made on a timely basis upon the City's receipt of an invoice for said produce delivery.

**IT IS FURTHER ORDERED** that payment to Robertson Produce for produce delivery over the next ten-week period (which includes a charge for delivery/fuel for each delivery) shall not exceed TEN THOUSAND FIFTY-FIVE DOLLARS (\$10,055.00).

**IT IS FURTHER ORDERED** that payment for weekly fresh produce delivery to Robertson Produce shall be made from account number 390-498.00-6214.

**IT IS FURTHER ORDERED** that payment for the weekly delivery/fuel charge for the above-described produce to Robertson Produce shall be made from account number 390-498.00-6215.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute any agreements and/or documents that may be needed to effectuate the above-described produce delivery.

**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 Special Council Meeting on February 13, 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.**



# Michael Watson

## SECRETARY OF STATE

This is not an official certificate of good standing.

### Name History

<b>Name</b>	<b>Name Type</b>
Robertson Produce of Mississippi LLC	Legal

### Business Information

<b>Business Type:</b>	Limited Liability Company
<b>Business ID:</b>	1042453
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	05/30/2014
<b>State of Incorporation:</b>	Mississippi
<b>Principal Office Address:</b>	1530 Clinton Business Park Drive Clinton, MS 39056

### Registered Agent

### Officers & Directors

<b>Name</b>	<b>Title</b>
Dan Robertson 101 Horseshoe Lake Road Monroe, LA 71203	Manager, Member

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

DATE: June 05, 2024

<b>POINTS</b>		<b>COMMENTS</b>																																																		
1.	<b>Brief Description/Purpose</b>	Order requesting for FIVE THOUSAND TWENTY SEVEN DOLLARS AND FIFTY CENTS (\$5,027.50) to be added to the City Of Jackson Contract no. 2024256 with Robertson Produce of Mississippi LLC. to continue providing timely deliveries of fresh animal feed produce to the Jackson Zoo for the remainder for 24FY Budget.																																																		
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>	City of Jackson, Parks & Recreation Department – Jackson Zoo																																																		
4.	<b>Benefits</b>	Providing continuous food services for the animals at the Jackson Zoo.																																																		
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 5  No																																																		
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Shannon V. Amos The Parks and Recreation Department																																																		
8.	<b>COST</b>	FIVE THOUSAND TWENTY SEVEN DOLLARS AND FIFTY CENTS (\$5,027.50)																																																		
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. 390-498.00-6214 \$5,000.00 FY2024 Account No.: 390-498.00-6215 \$27.50 to <b>Robertson Produce of MS</b>																																																		
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>																																											
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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:** Dr. Abram Muhammad, Director  
Department of Parks & Recreation  
**Date:** June 05, 2024  
**Re:** **Agenda Item - Robertson Produce of MS LLC**

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Order requesting for FIVE THOUSAND TWENTY SEVEN DOLLARS AND FIFTY CENTS (\$5,027.50) to be added to the City of Jackson Contract no. 2024256 with Robertson Produce of Mississippi LLC. to continue providing timely deliveries of fresh animal feed produce to the Jackson Zoo for the remainder for 24FY Budget.

The Department of Parks and Recreation & the Jackson Zoo recommends that this Order be submitted for the Council's consideration.

Thank you.

AM/sa




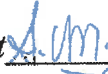

Office of the City Attorney

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

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This ORDER REQUESTING THE ADDITION OF FIVE THOUSAND TWENTY-SEVEN DOLLARS AND FIFTY CENTS (\$5,027.50) TO CONTRACT NUMBER 2024256 SO THAT ROBERTSON PRODUCE OF MISSISSIPPI,LLC CAN CONTINUE PROVIDING TIMELY DELIVERIES OF FRESH ANIMAL FEED PRODUCE TO THE JACKSON ZOO FOR THE REMAINDER FOR 2023-2024 FISCAL YEAR is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Drew Martin, City Attorney**  
**Sondra Moncure, Special Assistant**   
**Justin Powell, Deputy City Attorney**  6-11-24

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

OFFICE OF THE CITY ATTORNEY  
6/11/24





25



OFFICE OF THE CITY ATTORNEY  
6/21/24

**ORDER REQUESTING RATIFICATION OF PAST PROFESSIONAL CLEANING AND MAINTENANCE SERVICES PERFORMED BY FACILITY SERVICES AND REMODELING, LLC (FSR) AT VARIOUS CITY OWNED FACILITIES AND APPROVING PAYMENT FOR SAME AND REQUESTING APPROVAL OF FUTURE PROFESSIONAL CLEANING AND MAINTENANCE SERVICES TO BE PERFORMED BY FSR NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000.00) (MUHAMMAD, LUMUMBA)**

**WHEREAS**, Facility Services and Remodeling, LLC (FSR) performed professional cleaning and maintenance services at the following city owned facilities: Vergie P. Middleton Community Center, V.A. Softball Field, and the Medgar Evers Community Center; and

**WHEREAS**, FSR is an active vendor with the City, vendor number 400131, and is a Limited Liability Company, currently in Good Standing with the Mississippi Secretary of State, created pursuant to the Laws of the State of Mississippi on August 24, 2020; and

**WHEREAS**, FSR submitted three (3) invoices to the Parks and Recreation Department that covered the work performed at the above-listed City owned facilities; and

**WHEREAS**, FSR's invoice for the work performed at Vergie P. Middleton totals Twelve Hundred Dollars (\$1,200.00) and covers the cleaning and pressure washing of the splash pad, the application of touch-up paint to the splash pad, and the application of touch-up paint to the front and back exterior walls of the restrooms; and

**WHEREAS**, FSR's invoice for the work performed at the V.A. Softball Field totals Twelve Hundred Dollars (\$1,200.00) and covers the cleaning, prepping, and painting of the walls and floors of both the men's and women's restrooms; and

**WHEREAS**, FSR's invoice for the work performed at the Medgar Evers Community Center totals Twelve Hundred Dollars (\$1,200.00) and covers the cleaning of the interior of the building and the removal of unwanted trash; and

**WHEREAS**, the Parks and Recreation Department anticipates that it will need FSR's professional cleaning and maintenance services in the near future and desires to obtain approval for said professional services in an amount not to exceed Five Thousand Dollars (\$5,000.00); and

**WHEREAS**, it is in the best interests of the City of Jackson that the professional services performed by FSR described in this Order be ratified and that payment to FSR totaling Three Thousand Six Hundred Dollars (\$3,600.00) be approved and promptly made.

**IT IS THEREFORE ORDERED** that the above-described professional services performed by FSR are ratified and that payment to FSR totaling Three Thousand Six Hundred Dollars (\$3,600.00) shall be made as described below:

1. Payment in the amount of One Thousand Two Hundred Dollars (\$1,200.00) shall be made to FSR from account number 005.501.80-6419 for the work performed at the Vergie P Middleton Community Center; and

Agenda Item # 25  
July 2, 2024  
(Muhammad, Lumumba)

2. Payment in the amount of Two Thousand Four Hundred Dollars (\$2,400.00) shall be made to FSR from account number 005-501.26-6419 for the work performed at both the Medgar Evers Community Center and the VA Legion Softball Field; and

**IT IS FURTHER ORDERED** that FSR's future professional cleaning and maintenance services that are to be performed for the Parks and Recreation Department is approved and that payment in an amount not to exceed Five Thousand Dollars (\$5,000.00) shall be made from the Parks and Recreation Department's "Other Professional Services" fund category upon the City's receipt of a detailed invoice from FSR itemizing the work that was performed and the charges for said work; and

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

**BY: MUHAMMAD, LUMUMBA**

**ITEM NO: \_\_\_\_\_ DATE: \_\_\_\_\_**









# Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

## Name History

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Name	Name Type
Facility Services and Remodeling, LLC	Legal

## Business Information

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<b>Business Type:</b>	Limited Liability Company
<b>Business ID:</b>	1232950
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	08/24/2020
<b>State of Incorporation:</b>	Mississippi
<b>Principal Office Address:</b>	4425 Jackson HWY Jackson, MS 39209

## Registered Agent

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**Name**  
Marcus Wade Cavett  
4425 Jackson HWY  
Jackson, MS 39209

## Officers & Directors

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Name	Title
Marcus Wade Cavett 4425 Jackson HWY Jackson, MS 39209	Manager



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

**DATE: June 11, 2024**

<b>P O I N T S</b>		<b>C O M M E N T S</b>																											
1.	<b>Brief Description</b>	Order requesting approval of professional and future services from and payments to Facility Services and Remodeling LLC for maintenance services for the splash pad at Vergy P. Middleton, Medgar Evers Community Center, and VA softball field.																											
2.	<b>Public Policy Initiative</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Youth & Education Neighborhood Enhancement Quality of Life																											
3.	<b>Who will be affected</b>	The City of Jackson citizens																											
4.	<b>Benefits</b>	Allows the department to meet the demands and goals of the City of Jackson while providing swimming opportunities, and special events for the youth and citizens within the City and surrounding areas.																											
5.	<b>Schedule (beginning date)</b>	Upon Council Approval																											
6.	<b>Location:</b> <b>WARD</b>  <b>CITYWIDE (yes or no) (area)</b>  <b>Project limits if applicable</b>	Citywide																											
7.	<b>Action implemented by:</b> <b>City Department</b> <input type="checkbox"/>  <b>Consultant</b> <input type="checkbox"/>	Department of Parks & Recreation																											
8.	<b>COST</b>	One Thousand Two Hundred Dollars (\$1,200.00) for Vergy P. Middleton Two Thousand Four Hundred Dollars (\$2,400.00) for Medgar Evers Community Center and VA Legion Softball Field																											
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"/>	One Thousand Two Hundred Dollars (\$1,200.00) from account number 005.501.80-6419 (Vergy P. Middleton) Two Thousand Four Hundred Dollars (\$2,400.00) from account no. 005-501.26-6419 (Medgar Evers Community Center and VA Legion Softball Field)																											
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	✓	N/A	✓	AABE	_____ %	WAIVER	yes	___	no	✓	N/A	✓	WBE	_____ %	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	<input checked="" type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
		NABE _____ %	WAIVER	yes	___	no	<input checked="" type="checkbox"/>	N/A	<input checked="" type="checkbox"/>

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: June 10, 2024  
RE: Agenda Item Request-Facility Service and Remodeling

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This memorandum is to provide account information for the professional services payment to Facility Services and Remodeling for requested professional services at Vergy P Middleton-splash pad, Medgar Evers Community Center, and the VA Softball Field.

IT IS REQUESTED, that an Order for the above-described professional services with Facility Services and Remodeling for providing professional services at Vergy P. Middleton – splash pad, Medgar Evers Community Center, and the VA Softball Field be ratified and that a payment in the amount of Three Thousand Six Hundred Dollars (\$3,600.00) be approved and made to Facility Services and Remodeling:

1. One Thousand Two Hundred Dollars (\$1,200.00) to be ratified and made from account no. 005.501.80-6419 for Vergy P. Middleton.
2. Two Thousand Four Hundred Dollars (\$2,400.00) to be ratified and made from account number 005-501.26.6419 for Medgar Evers Community Center and VA Legion Softball Field.

IT IS FURTHER REQUESTED, that the future professional services from Facility Services and Remodeling vendor no. 400131; be ratified for services and payments, which will be made from the Parks and Recreation Department-Other Professional Services categories.

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.

AM/js



**The City of Jackson  
Department of Parks  
and Recreation**

## MEMO

**TO:** JAQUELINE SPEARS, SECRETARY  
**FROM:** SHANNON V. AMOS, BUDGET INVESTMENT SUPERVISOR  
**DATE:** MAY 29, 2024  
**CC:** ABRAM MUHAMMAD, DIRECTOR  
JAMES CRUMP, DEPUTY DIRECTOR  
CHARLES MELVIN. ATHLETICS MANAGER  
DEPARTMENT OF PARKS AND RECREATION  
**SUBJECT:** AGENDA ITEM REQUEST – FACILITY SERVICE & REMODELING

---

This memorandum is to provide account information for the professional services payment to Facility Services and Remodeling, vendor no. 400131 for requested professional services at Vergy P. Middleton – splash pad, Medgar Evers Community Centers, and the VA Softball Field.

**IT IS REQUESTED**, that an Order for the above-described professional services with Facility Services and Remodeling for providing professional services at Vergy P. Middleton – splash pad, Medgar Evers Community Centers, and the VA Softball Field be ratified and that a payment in the amount of (\$3,600.00) be approved and made to Facility Services and Remodeling:

1. (\$1,200.00) to be ratified and made from 005.501.80-6419 for Vergy P. Middleton
2. (\$2,400.00) to be ratified and made from account no. 005-501.26-6419 for Medgar Evers Community Center and VA Legion Softball Field.

**IT IS FURTHER REQUESTED**, that the future professional services from Facility Services and Remodeling, vendor no. 400131; be ratified for services and payments, which will be made from the Parks and Recreation Department –Other Professional Services categories.

Thank you,

*Shannon V. Amos*

Budget Investment Supervisor





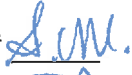

Office of the City Attorney

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## OFFICE OF THE CITY ATTORNEY

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**This ORDER REQUESTING RATIFICATION OF PAST PROFESSIONAL CLEANING AND MAINTENANCE SERVICES PERFORMED BY FACILITY SERVICES AND REMODELING, LLC (FSR) AT VARIOUS CITY OWNED FACILITIES AND APPROVING PAYMENT FOR SAME AND REQUESTING APPROVAL OF FUTURE PROFESSIONAL CLEANING AND MAINTENANCE SERVICES TO BE PERFORMED BY FSR NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000.00) (MUHAMMAD, LUMUMBA) legally sufficient for placement in NOVUS Agenda.**

  
\_\_\_\_\_  
**Drew Martin, City Attorney**   
**Sondra Moncure, Special Assistant**   
**Justin Powell, Deputy City Attorney** 

6/25/24  
**Date**

OFFICE OF THE CITY ATTORNEY  
6/25/24





26



*City of Jackson*  
*City of Jackson*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, SANDRA R. LIDDELL, AND BENJAMIN WIGGINS DBA BEN WIGGINS REMODELING 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) from the U.S. Department of Housing and Urban Development, Office of Lead Hazard Control; and

**WHEREAS**, the period of performance during which the City is authorized to issue said grant funds is from April 1, 2022, through October 1, 2025; and

**WHEREAS**, the Lead Hazard Control Grant, Health Supplemental Funds, and Healthy Homes Production Grant are resources awarded to the City of Jackson to educate, test, abate, remediate, and reduce lead hazards and other health risks in homes to qualified residents of Jackson, MS; and

**WHEREAS**, all homes and rental units selected for participation for Lead-Based Paint Hazard Control and Healthy Homes Production Grant will meet the eligibility requirements established by Title X (The Residential Lead-Based Paint Hazard Reduction Act of 1992), the Notice of Funding Availability for HUD's Fiscal Year 2019 Lead-Based Paint Hazard Control Grant Program, 24 CFR Part 35, EPA Standards found within 40 CFR Part 745 and other Administrative Guidance issued by HUD for which the City of Jackson's Healthy Homes Production Grant staff is responsible for determining eligibility and selection of units; and

**WHEREAS**, the Office of Housing and Community Development advertised for qualifications from contractors capable of performing the rehabilitation activities and received responses from multiple contractors; and

**WHEREAS**, the Office of Housing and Community Development developed a scope of work for property located at 139 Valley North Blvd. Jackson, MS 39206 requested that multiple contractors provide quotes for the work to be performed; and

**WHEREAS**, the scope of work for 139 North Valley Blvd. was as follows:

1. Kitchen
  - a. Repair kick plate on kitchen sink base cabinet.
  - b. Repair 2 drawers in kitchen base cabinets.
  - c. Repair upper and lower kitchen cabinets (approx. 24 lin. ft.)
2. Master Bath
  - a. Recaulk tub.

Agenda Item # **26**  
July 2, 2024  
(Keeton, Lumumba)

- b. Repair ceiling sheetrock (approx. 40 sq. ft.).
  - c. Prime and repaint ceiling repairs (approx. 40 sq. ft.).
  - d. Repaint entire bathroom (approx. 40 sq. ft.).
3. Hall Bath
- a. Remove and replace tile flooring (homeowner-supplied materials)( approx. 50 sq. ft.).
  - b. Remove and replace tub assy. (homeowner-supplied materials).
  - c. Install new tub valve assy. (homeowner-supplied materials).
  - d. Install new tile tub surround (homeowner-supplied materials).
  - e. Remove and replace comfort height toilet assy. include all applicable hardware and trim.
  - f. Remove and replace the lavatory cabinet assy. (homeowner-supplied materials).
  - g. Install new lavatory faucet (homeowner-supplied materials).
  - h. Repaint bathroom walls approx. 40 sq. ft. room).
  - i. Repaint bathroom and replace toilet assy approx. 40 sq. ft.)..
4. Front bath
- a. Remove and replace toilet assy. (homeowner-supplied materials).

**WHEREAS**, on March 29, 2024, OHCD received three (3) quotes from qualified, licensed, and certified contractors to complete the above-referenced scope of work; and

**WHEREAS** the quotes received were as follows:

Benjamin Wiggins DBA Ben Wiggins Remodeling in the amount of \$9,990.00;  
 A1-n-1 Maint. LLC in the amount of \$11,500.00; and  
 Multi-Con, Inc. in the amount of \$11,995.00.

**WHEREAS**, on April 2, 2024, OHCD received a letter of acceptance from Benjamin Wiggins DBA Ben Wiggins Remodeling, agreeing to perform the work at 139 Valley North Blvd. Jackson, Mississippi 39206 for the sum of nine thousand nine hundred and ninety dollars (\$9,990.00); and

**WHEREAS**, the terms of the agreement with Benjamin Wiggins DBA Ben Wiggins Remodeling and Sandra R. Liddell are as follows:

**SECTION 1 – LABOR, MATERIALS AND WORK WRITE-UP**

CONTRACTOR shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the "Work Write-Up" and described in the specifications and other Contract Documents prepared for **HOMEOWNER NAME** by the Housing Program Inspector, and attached hereto as "**Attachment A**" and made a part hereof for the total sum of **DOLLAR AMOUNT WORD FORM 30/100** (\$00,000). The total sum provided to complete said work to be performed on the structure(s)/property located at **HOMEOWNER FULL ADDRESS**, all in accordance with terms of the Contract Documents is being provided to the HOMEOWNER in the form of a grant and is secured by the Lien Notice and Restriction on Transfer, which will be filed at the Hinds County Chancery Clerk as attached hereto as "**Attachment B**".

**SECTION 2 – SCOPE OF WORK**

CONTRACTOR acknowledges that it has prepared the CONTRACTOR's Proposal as attached hereto as "**Attachment C**" and made a part hereof and that such proposal is accurate and consistent as to the name of CONTRACTOR, scope of work that the CONTRACTOR will undertake and price. CONTRACTOR acknowledges that the performance requirement established in the write-up and warrants that all work undertaken will conform to said specifications.

### SECTION 3 – TIME OF COMPLETION/ NOTICE TO PROCEED

The Homeowner(s)/Office of Housing and Community Development (OHCD) shall issue a written Notice to Proceed within five (5) working days from the date this Agreement is fully executed, accepting the CONTRACTOR'S bid and proposal, provided the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Homeowner(s)/OHCD.

The CONTRACTOR shall commence working within ten (10) working days after issuance of the "Notice to Proceed." Lead remediation, intervention, interim controls, abatement, lead work, and any other work pertaining to the removal or containment of lead base paint hazards must be completed and initially cleared with ten (10) working days. After which any remaining work not pertaining to the removal or containment of lead hazards shall be completed within twenty (20) working days. After all work is completed a final clearance test shall be performed to ensure lead hazards have been properly removed and/or contained. The entire contract shall be enforceable for a period not to exceed thirty (30) working days.

Failure to complete said work by the aforementioned date will warrant a Notice to Failure to be mailed to the CONTRACTOR at the address furnished herein, and shall automatically levy a charge to the CONTRACTOR of fifty dollars (\$50.00) daily to be deducted from the contract price until the job is satisfactorily completed. The Homeowner/OHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

### SECTION 4 – SPECIFICATIONS, CODES AND REGULATIONS

CONTRACTOR shall comply with all appropriate specifications, including the general conditions provided separately to the CONTRACTOR and codes referred to and with all regulations, ordinances and laws of the City of Jackson, the State of Mississippi, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors.

### SECTION 5 - INSURANCE

In carrying out the work herein proposed, the CONTRACTOR will maintain, as a minimum, the following insurance coverage:

- A. CONTRACTOR shall, at its expense, carry General Liability Insurance, with maximum limits not less than \$1,000,000 aggregate and \$1,000,000 each occurrence for bodily injury and \$1,000,000 aggregate and \$1,000,000 each occurrence for property damage.
- B. CONTRACTOR shall comply, at its expense, with all applicable provisions of the Workman's Compensation, unemployment compensation, sickness and disability and social security laws, and all other local, state and federal laws or regulations relating to employment.

- C. CONTRACTOR shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits not less than \$500,000 for one accident and Automotive Property Damage Insurance with maximum limits not less than \$250,000 for one accident to protect from all claims arising from the use of the following:
- (1) CONTRACTOR's own automobiles and trucks
  - (2) Hired automobiles and trucks
  - (3) Automobiles and trucks owned by subcontractors

The aforementioned is to cover use of automobiles and trucks on and off the project sites.

- D. CONTRACTOR shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as the named insured and their servants, agents and employees as additional insured in amounts not less than bodily injury in the amount of \$500,000 for each person and \$1,000,000 aggregate and property damage liability in the amount of \$250,000 for each occurrence for damages arising out of an injury or destruction of property and a total (or aggregate) limit of \$500,000 for all damages arising out of injury to or destruction of property during the policy period.
- E. CONTRACTOR shall provide copies of such certificates before commencement of work, but this action will not relieve the CONTRACTOR of its independent obligation to obtain such insurance.

The CONTRACTOR shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the City. If a part of this contract is sublet, the CONTRACTOR shall require each Subcontractor to carry insurance of the same kinds and in like amounts carried by the prime CONTRACTOR.

Certificates of insurance shall state that thirty (30) days written notice will be given to the CITY before the policy is canceled or changed. No CONTRACTOR or Subcontractor will be allowed to start any work pertaining to the Agreement until certificates of all insurance required herein are filed with and approved by the CITY. The Certificates shall show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

#### **SECTION 6 – ASBESTOS & LEAD BASED PAINT COMPLIANCE**

- A. CONTRACTOR shall comply with the provisions of 29 CFR Part 1926(OSHA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:
1. The CONTRACTOR shall contact the CITY'S inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
  2. The CONTRACTOR shall conduct air quality monitoring when appropriated for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 µg/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.
  3. The CONTRACTOR shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.

4. The CONTRACTOR shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
  5. The CONTRACTOR shall make proper facilities available for worker hygiene when entering or exiting a work area.
  6. The CONTRACTOR shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
  7. The CONTRACTOR shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)
  8. The CONTRACTOR shall comply with all relevant MS Laws as well as federal laws at, 24 CFR 35 governing lead-based paint conditions in residential structures, EPA regulations at 40 CFR Part 61 governing asbestos, OSHA worker protection regulations, and any other relevant State and Federal lead-based paint regulations.
- B. CONTRACTOR shall agree to hire and secure a certified lead abatement agent to perform any lead work that requires abatement and/or supervision of lead work to ensure the unit is property contained while lead is being abated or contained. The CONTRACTOR also acknowledges and agrees that any lead work completed that does not require abatement, but can be contained through Renovation, Repair, and Painting (RRP) should be conducted by a licensed RRP certified firm. The CONTRACTOR shall furnish the credentials of the abatement agent and/or the RRP firm at the request of CITY and/or HOMEOWNER.
- C. CONTRACTOR and any subcontractors or agents shall comply with all relevant State and Federal Laws pursuant to 24 CFR 35.134(b) clearance regulations. The CONTRACTOR acknowledges and agrees that the unit will not be completed until all clearances have been performed and achieved. If dwelling has not been cleared of lead risk hazards based on the lab results from the clearance measurements, the risk assessor will repeat clearance procedures until clearance is achieved at the expense of the contractor.

#### SECTION 7 – PERMITS AND LICENSES

The CONTRACTOR shall obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

#### SECTION 8 – DEBRIS AND MATERIAL REMOVAL

The CONTRACTOR shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the CONTRACTOR, unless specifically spelled-out otherwise in the "Work write-up." The CONTRACTOR shall also dispose of demolition debris in compliance with State and Federal laws.

#### SECTION 9 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this contract without the prior written consent of the other. CONTRACTOR is responsible for all work carried out by all subcontractors.

CONTRACTOR shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the CITY or its designees or agents, members of the governing body of the CITY, any other public official of such locality who exercises any functions or responsibilities with respect to the Neighborhood Enhancement Division giving rise to this contract during his or her tenure or for one year thereafter.

**SECTION 10 – SUCCESSORS AND ASSIGNS**

The CITY, HOMEOWNER(S) and the CONTRACTOR each bind itself, partners, successors, receivers, administrators and assigns to the other party to this contract, and to the partners, successors, receivers, administrators, and assigns of each other party in respect of all covenants of this contract.

**SECTION 11 – NOTICES**

All notices, requests, demands, or other communications required by this Agreement, or desired to be given or made by either of the parties to the other hereto, shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

**CITY OF JACKSON, MISSISSIPPI**  
Attention: Deputy Director OHCD  
218 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**CONTRACTOR COMPANY NAME**  
  
**To Be filled in.**  
  
Jackson, MS 39209

**SECTION 12 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM**

- A. Defaults and Termination for Cause. If the CONTRACTOR (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the CONTRACTOR which would impair the CONTRACTOR's ability to perform its obligations hereunder, or (iii) should any of the CONTRACTOR's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the CONTRACTOR terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to CONTRACTOR concerning actions to be taken in order to affect the rescission or termination of the contract, and CONTRACTOR agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.
- D. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be affected by delivering to the CONTRACTOR a notice of termination specifying the date upon which such termination becomes effective. The Notice of Termination shall include



reasonable instructions to the CONTRACTOR concerning actions to be taken in insuring that the termination is effective. CONTRACTOR agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the CONTRACTOR's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

#### SECTION 13 - FEDERAL GRANTS

CONTRACTOR agrees to comply with federal regulations or restrictions as may be required by the terms of such LHCG, HHSF, and CDBG federal funding. In the event any other federal grants or funding becomes available, the CONTRACTOR agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

#### SECTION 14 - GOVERNING LAW AND LEGAL REMEDIES

This agreement shall be governed by the laws of the State of Mississippi. The CONTRACTOR expressly agrees that under no circumstances shall the CITY be obligated to pay attorney's fees or the cost of legal action against the CONTRACTOR.

#### SECTION 15 - INDEMNIFICATION

The CONTRACTOR agrees to indemnify and hold CITY and HOMEOWNER(S) harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, including governmental and physician claims and creditor, reasonable attorney and other professional fees and costs arising out of or in connection with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the CONTRACTOR, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

The CONTRACTOR further agrees to indemnify the CITY for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the CONTRACTOR's negligence or wrongful failure to perform.

#### SECTION 16 – LIEN WAIVERS

The CONTRACTOR agrees to protect, defend, and indemnify the CITY and HOMEOWNER(S) from any claims for unpaid work, labor or materials with respect to CONTRACTOR's performance. Final payment shall not be due until the CONTRACTOR has delivered to the CITY and HOMEOWNER complete release of all liens for work completed arising out of CONTRACTOR'S performance or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the CITY and HOMEOWNER(s) indemnifying them against any lien.

#### SECTION 17 – GUARANTY

The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Contractor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such

defects including the repairs of any damage to other parts of the system resulting from such defects. The CITY will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the CITY may, after giving thirty (30) days' notice to the CONTRACTOR, do so and charge the CONTRACTOR the cost thereby incurred. The CITY will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

#### SECTION 18 – NO AGENCY

The CONTRACTOR is an independent contractor providing services to the HOMEOWNER(S) and the employees, agents, and servants of the CONTRACTOR shall in no event be considered to be the employees, agents, or servants of the HOMEOWNER(S) or CITY. This Agreement is not intended to create an agency relationship between the CONTRACTOR and the HOMEOWNER(S) or CITY.

#### SECTION 19 – HEADINGS

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

#### SECTION 20 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The CONTRACTOR will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the CONTRACTOR and the CITY that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. If the CONTRACTOR shall fail to complete the work within the Contract time or extension of time granted by the CITY, then the CONTRACTOR may be required to pay to the City the amount of \$50 per day for liquidated damages as specific in the Bid for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the contract documents.
- D. The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the CITY,
  1. To any preference, priority or allocation order duly issued by the CITY.
  2. To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, Acts of God, or of the public enemy, acts of the CITY, acts of another CONTRACTOR in the performance of a contract with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
  3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).
- E. In the event that CONTRACTOR fails in any of its obligations under this Section, the CITY may take one or more of the following actions to protect its interests:

1. Suspend the performance of the agreement until CONTRACTOR provides assurances that it intends to adhere to the said Standards of Professional Conduct;
2. Terminate this Agreement upon giving three (3) days' written notice of CONTRACTOR's failure to adhere to the terms of this Section;
3. Debar CONTRACTOR from future work for CITY for a period not less than six (6) months. CONTRACTOR shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or
4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

CONTRACTOR shall include in every subcontract identical language to this Section and CONTRACTOR shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject CONTRACTOR to the remedies available to CITY for CONTRACTOR's failure to adhere to the requirements of this Section.

#### SECTION 21 – PROHIBITION OF KICKBACKS

CONTRACTOR nor any of its officers, partners, owners, agents, representative, employees, or parties in interest has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the contractor for which the attached proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with another proposer, firm, or person to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the CITY or any person interested in the proposed contract; and

The price or prices quoted are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer any of its agents, representative owners, employees, or parties in interest, including the affiant as so certified and attached hereto as "**Attachment D**" and made a part hereof.

#### SECTION 22 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPROSE UTILIZATION

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.

- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, an notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR'S commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. The CONTRACTOR will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

**SECTION 23 – TRAINING AND EMPLOYMENT OF LOWER INCOME RESIDENTS OF PROJECT AREA**

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

**SECTION 24 – PAYMENT**

- A. The City shall pay the CONTRACTOR within 30 days but no later than 45 days of completion of the project upon receipt of final invoice and certification of satisfactory completion by the Office of Housing and Community Development.
- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to CONTRACTOR.

**IT IS THEREFORE ORDERED** that the Mayor is authorized to execute any and all documents necessary to enter into a contract with Benjamin Wiggins DBA Ben Wiggins Remodeling and Sandra R. Liddell to repair the property located at 139 Valley North Blvd. Jackson, MS 39206, under the Healthy Homes Production Grant program.

**IT IS FURTHER ORDERED** that the total amount expended under the contract shall not exceed nine thousand nine hundred and ninety dollars (\$9,990.00).

**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, SANDRA R. LIDDELL, AND BENJAMIN WIGGINS DBA BEN WIGGINS REMODELING 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	139 Valley North Blvd.																									
5.	Schedule (beginning date)	May 1, 2024																									
6.	Location: WARD 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	(\$9,990.00) 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	<table border="0"> <tr> <td>ABE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>AABE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>WBE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>HBE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>NABE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> </table>	ABE _____ %	WAIVER _____	yes _____	no _____	N/A _____	AABE _____ %	WAIVER _____	yes _____	no _____	N/A _____	WBE _____ %	WAIVER _____	yes _____	no _____	N/A _____	HBE _____ %	WAIVER _____	yes _____	no _____	N/A _____	NABE _____ %	WAIVER _____	yes _____	no _____	N/A _____
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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 10, 2024

**SUBJECT:** Agenda Item for April 23rd 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 139 Valley North Blvd., Jackson, MS, 39206.

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

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, SANDRA R. LIDDELL, AND BENJAMIN WIGGINS DBA BEN WIGGINS REMODELING 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** 

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



**CITY OF JACKSON, MISSISSIPPI**  
Department of Planning & Development – Office of Housing and Community  
Development – Neighborhood Enhancement Division

**HEALTHY HOMES PRODUCTION GRANT PROGRAM  
(HOMEOWNER) CONTRACT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter called (“CITY”), **HOMEOWNER NAME** hereinafter called (“HOMEOWNER”), whose address is **HOMEOWNER FULL ADDRESS** and **CONTRACTOR COMPANY NAME**, having its principal place of business at **CONTRACTOR COMPANY ADDRESS** and mailing address of **CONTRACTOR COMPANY ADDRESS**, hereinafter called the (“CONTRACTOR.”)

WHEREAS, the CITY is the recipient of Healthy Homes Production Grant (HHPG and/or Community Development Block Grant (CDBG) federal funds that can be used for the rehabilitation, interim controls, intervention, and/or remediation of lead hazards of housing within the CITY’s limits; and

WHEREAS, the HOMEOWNER, assisted with these grants funds is the primary resident and owner of the subject property and meets the eligibility requirements as set forth in the Residential Lead Based Paint Hazard Reduction Act of 1992 – Title X; and

WHEREAS, the CITY has decided to retain professional contractors for the rehabilitation services; and

WHEREAS, on \_\_\_\_\_ the governing authorities for the City of Jackson authorized the Mayor to execute a contract with the CONTRACTOR and HOMEOWNER related to rehabilitation of property located at \_\_\_\_\_; and

WHEREAS, the CONTRACTOR is willing to render such professional rehabilitation services in accordance with this Agreement for the consideration and upon the terms hereinafter stated.

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein set forth, the parties hereto agree as follows:

**SECTION 1 – LABOR, MATERIALS AND WORK WRITE-UP**

CONTRACTOR shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the “Work Write-Up” and described in the specifications and other Contract Documents prepared for **HOMEOWNER NAME** by the Housing Program Inspector, and attached hereto as “*Attachment A*” and made a part hereof for the total sum of DOLLAR AMOUNT WORD FORM 30/100 (\$00,000). The total sum provided to complete said work to be performed on the structure(s)/property located at **HOMEOWNER FULL ADDRESS**, all in accordance with terms of the Contract Documents is being provided to the HOMEOWNER in the form of a grant and is secured by the Lien Notice and Restriction on Transfer, which will be filed at the Hinds County Chancery Clerk as attached hereto as

***“Attachment B”.***

**SECTION 2 – SCOPE OF WORK**

CONTRACTOR acknowledges that it has prepared the CONTRACTOR’s Proposal as attached hereto as ***“Attachment C”*** and made a part hereof and that such proposal is accurate and consistent as to the name of CONTRACTOR, scope of work that the CONTRACTOR will undertake and price. CONTRACTOR acknowledges that the performance requirement established in the write-up and warrants that all work undertaken will conform to said specifications.

**SECTION 3 – TIME OF COMPLETION/ NOTICE TO PROCEED**

The Homeowner(s)/Office of Housing and Community Development (OHCD) shall issue a written Notice to Proceed within five (5) working days from the date this Agreement is fully executed, accepting the CONTRACTOR’S bid and proposal, provided the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Homeowner(s)/OHCD.

The CONTRACTOR shall commence working within ten (10) working days after issuance of the “Notice to Proceed.” Lead remediation, intervention, interim controls, abatement, lead work, and any other work pertaining to the removal or containment of lead base paint hazards must be completed and initially cleared with ten (10) working days. After which any remaining work not pertaining to the removal or containment of lead hazards shall be completed within twenty (20) working days. After all work is completed a final clearance test shall be performed to ensure lead hazards have been properly removed and/or contained. The entire contract shall be enforceable for a period not to exceed thirty (30) working days.

Failure to complete said work by the aforementioned date will warrant a Notice to Failure to be mailed to the CONTRACTOR at the address furnished herein, and shall automatically levy a charge to the CONTRACTOR of fifty dollars (\$50.00) daily to be deducted from the contract price until the job is satisfactorily completed. The Homeowner/OHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

**SECTION 4 –SPECIFICATIONS, CODES AND REGULATIONS**

CONTRACTOR shall comply with all appropriate specifications, including the general conditions provided separately to the CONTRACTOR and codes referred to and with all regulations, ordinances and laws of the City of Jackson, the State of Mississippi, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors.

## SECTION 5 - INSURANCE

In carrying out the work herein proposed, the CONTRACTOR will maintain, as a minimum, the following insurance coverage:

- A. CONTRACTOR shall, at its expense, carry General Liability Insurance, with maximum limits not less than \$1,000,000 aggregate and \$1,000,000 each occurrence for bodily injury and \$1,000,000 aggregate and \$1,000,000 each occurrence for property damage.
- B. CONTRACTOR shall comply, at its expense, with all applicable provisions of the Workman's Compensation, unemployment compensation, sickness and disability and social security laws, and all other local, state and federal laws or regulations relating to employment.
- C. CONTRACTOR shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits not less than \$500,000 for one accident and Automotive Property Damage Insurance with maximum limits not less than \$250,000 for one accident to protect from all claims arising from the use of the following:
  - (1) CONTRACTOR's own automobiles and trucks
  - (2) Hired automobiles and trucks
  - (3) Automobiles and trucks owned by subcontractors

The aforementioned is to cover use of automobiles and trucks on and off the project sites.

- D. CONTRACTOR shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as the named insured and their servants, agents and employees as additional insured in amounts not less than bodily injury in the amount of \$500,000 for each person and \$1,000,000 aggregate and property damage liability in the amount of \$250,000 for each occurrence for damages arising out of an injury or destruction of property and a total (or aggregate) limit of \$500,000 for all damages arising out of injury to or destruction of property during the policy period.
- E. CONTRACTOR shall provide copies of such certificates before commencement of work, but this action will not relieve the CONTRACTOR of its independent obligation to obtain such insurance.

The CONTRACTOR shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the City. If a part of this contract is sublet, the CONTRACTOR shall require each Subcontractor to carry insurance of the same kinds and in like amounts carried by the prime CONTRACTOR.

Certificates of insurance shall state that thirty (30) days written notice will be given to the CITY before the policy is canceled or changed. No CONTRACTOR or Subcontractor will be allowed to start any work pertaining to the Agreement until certificates of all insurance required herein are filed with and approved by the CITY. The Certificates shall show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

#### SECTION 6 – ASBESTOS & LEAD BASED PAINT COMPLIANCE

- A. CONTRACTOR shall comply with the provisions of 29 CFR Part 1926(OSHA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:
1. The CONTRACTOR shall contact the CITY'S inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
  2. The CONTRACTOR shall conduct air quality monitoring when appropriated for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 µg/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.
  3. The CONTRACTOR shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
  4. The CONTRACTOR shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
  5. The CONTRACTOR shall make proper facilities available for worker hygiene when entering or exiting a work area.
  6. The CONTRACTOR shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
  7. The CONTRACTOR shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)
  8. The CONTRACTOR shall comply with all relevant MS Laws as well as federal laws at, 24 CFR 35 governing lead-based paint conditions in residential structures, EPA regulations at 40 CFR Part 61 governing asbestos, OSHA worker protection regulations, and any other relevant State and Federal lead-based paint regulations.
- B. CONTRACTOR shall agree to hire and secure a certified lead abatement agent to perform any lead work that requires abatement and/or supervision of lead work to ensure the unit is properly contained while lead is being abated or contained. The CONTRACTOR also acknowledges and agrees that any lead work completed that does not require abatement, but can be contained through Renovation, Repair, and Painting (RRP) should be conducted by a licensed RRP certified firm. The CONTRACTOR shall furnish

the credentials of the abatement agent and/or the RRP firm at the request of CITY and/or HOMEOWNER.

- C. CONTRACTOR and any subcontractors or agents shall comply with all relevant State and Federal Laws pursuant to 24 CFR 35.134(b) clearance regulations. The CONTRACTOR acknowledges and agrees that the unit will not be completed until all clearances have been performed and achieved. If dwelling has not been cleared of lead risk hazards based on the lab results from the clearance measurements, the risk assessor will repeat clearance procedures until clearance is achieved at the expense of the contractor.

#### SECTION 7 – PERMITS AND LICENSES

The CONTRACTOR shall obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

#### SECTION 8 – DEBRIS AND MATERIAL REMOVAL

The CONTRACTOR shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the CONTRACTOR, unless specifically spelled-out otherwise in the "Work write-up." The CONTRACTOR shall also dispose of demolition debris in compliance with State and Federal laws.

#### SECTION 9 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this contract without the prior written consent of the other. CONTRACTOR is responsible for all work carried out by all subcontractors.

CONTRACTOR shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the CITY or its designees or agents, members of the governing body of the CITY, any other public official of such locality who exercises any functions or responsibilities with respect to the Neighborhood Enhancement Division giving rise to this contract during his or her tenure or for one year thereafter.

#### SECTION 10 – SUCCESSORS AND ASSIGNS

The CITY, HOMEOWNER(S) and the CONTRACTOR each bind itself, partners, successors, receivers, administrators and assigns to the other party to this contract, and to the partners, successors, receivers, administrators, and assigns of each other party in respect of all covenants of this contract.

#### SECTION 11 – NOTICES

All notices, requests, demands, or other communications required by this Agreement, or desired to be given or made by either of the parties to the other hereto, shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to

the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

**CITY OF JACKSON, MISSISSIPPI**  
Attention: Deputy Director OHCD  
218 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**CONTRACTOR COMPANY NAME**

**SECTION 12 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM**

A. Defaults and Termination for Cause. If the CONTRACTOR (i) shall violate any substantial

provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the CONTRACTOR which would impair the CONTRACTOR's ability to perform its obligations hereunder, or (iii) should any of the CONTRACTOR's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the CONTRACTOR terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to CONTRACTOR concerning actions to be taken in order to affect the rescission or termination of the contract, and CONTRACTOR agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

D. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be affected by delivering to the CONTRACTOR a notice of termination specifying the date upon which such termination becomes effective. The Notice of Termination shall include reasonable instructions to the CONTRACTOR concerning actions to be taken in insuring that the termination is effective. CONTRACTOR agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the CONTRACTOR's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

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The CONTRACTOR is an independent contractor providing services to the HOMEOWNER(S) and the employees, agents, and servants of the CONTRACTOR shall in no event be considered to be the employees, agents, or servants of the HOMEOWNER(S) or CITY. This Agreement is not intended to create an agency relationship between the CONTRACTOR and the HOMEOWNER(S) or CITY.

#### SECTION 19 – HEADINGS

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

#### SECTION 20 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The CONTRACTOR will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the CONTRACTOR and the CITY that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. If the CONTRACTOR shall fail to complete the work within the Contract time or extension of time granted by the CITY, then the CONTRACTOR may be required to pay to the City the amount of \$50 per day for liquidated damages as specific in the Bid for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the contract documents.
- D. The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the CITY,
  1. To any preference, priority or allocation order duly issued by the CITY.
  2. To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, Acts of God, or of the public enemy, acts of the CITY, acts of another CONTRACTOR in the performance of a contract with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
  3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).
- E. In the event that CONTRACTOR fails in any of its obligations under this Section, the CITY may take one or more of the following actions to protect its interests:



1. Suspend the performance of the agreement until CONTRACTOR provides assurances that it intends to adhere to the said Standards of Professional Conduct;
2. Terminate this Agreement upon giving three (3) days' written notice of CONTRACTOR's failure to adhere to the terms of this Section;
3. Debar CONTRACTOR from future work for CITY for a period not less than six (6) months. CONTRACTOR shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or
4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

CONTRACTOR shall include in every subcontract identical language to this Section and CONTRACTOR shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject CONTRACTOR to the remedies available to CITY for CONTRACTOR's failure to adhere to the requirements of this Section.

#### SECTION 21 – PROHIBITION OF KICKBACKS

CONTRACTOR nor any of its officers, partners, owners, agents, representative, employees, or parties in interest has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the contractor for which the attached proposal has been submitted or to reframe from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with another proposer, firm, or person to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the CITY or any person interested in the proposed contract; and

The price or prices quoted are fair and proper and are not tainted by any collision, conspiracy, connivance or unlawful agreement on the part of the Proposer any of its agents, representative owners, employees, or parties in interest, including the affiant as so certified and attached hereto as "*Attachment D*" and made a part hereof.

#### SECTION 22 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPROSE UTILIZATION

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or

- termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.
- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
  - C. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR'S commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.
  - E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
  - F. The CONTRACTOR will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

#### SECTION 23 – TRAINING AND EMPLOYMENT OF LOWER INCOME RESIDENTS OF PROJECT AREA

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

#### SECTION 24 – PAYMENT

- A. The City shall pay the CONTRACTOR within 30 days but no later than 45 days of completion of the project upon receipt of final invoice and certification of satisfactory completion by the Office of Housing and Community Development.

B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to CONTRACTOR.

**SECTION 25 – GENERAL PROVISIONS**

This contract embodies all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.

**SECTION 26 - ACCEPTANCE**

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

**HOMEOWNER(S):**

\_\_\_\_\_  
HOMEOWNER NAME, Homeowner

\_\_\_\_\_  
Spouse and/or Co-Owner

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

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

**CITY OF JACKSON, MISSISSIPPI**

**CONTRACTOR**

\_\_\_\_\_  
CHOKWE A. LUMUMBA, Mayor

\_\_\_\_\_  
CONTRACTOR NAME, President

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

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

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
ANGELA HARRIS,  
City Clerk

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

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

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

**ATTACHMENT B**

**LIEN NOTICE AND RESTRICTION ON TRANSFER**

**WHEREAS, HOMEOWNER NAME**, "the Owner" of certain real property (the "Property") located at the City of Jackson, First Judicial District, Hinds County, Mississippi, more particularly described as follows: Address: **HOMEOWNER ADDRESS**.

**Description PROPERTY LOT NUMBER**

**WHEREAS**, the City of Jackson, Department of Planning, Office of Housing and Community Development's (OHCD) Healthy Homes Production Grant (HHPG) is undertaking to provide funds to carry out certain lead hazard control interventions and/or home rehabilitation which are being made to a structure located on the above described property which is the dwelling of the Owner(s) at a total cost of \_\_\_\_\_; and

**WHEREAS**, all HHPG and the Owner agree that said total amount of lien is subject to final completion costs based upon potential change orders (See Attachment A), that are property executed and approved per contract terms; and

**WHEREAS**, HHPG is undertaking to provide funds for Lead Hazard Control Interventions and/or Home Rehabilitation for the purpose of upgrading and enhancing the living condition of Owner(s), and not for the purpose of increasing the sales price which Owner(s) will receive upon resale of the property.

**NOW THEREFORE**, in order to effectuate the above stated purpose and in consideration of the funds provided, Owner(s) hereby covenants unto the City of Jackson in the event that the Property, or any part thereof, is sold, transferred, or conveyed by Owner(s) within a period of \_\_\_\_\_ ( ) years from date of completion of the Lead Hazard Control Interventions and/or Home Rehabilitation,

Owner(s) grants unto HHPG prior to such sale, transfer of conveyance, the sum of \$ \_\_\_\_\_ as repayment of amounts expended by HHPG on the Lead Hazard Control Interventions and/or Home Rehabilitation.

Owner(s) grants unto the City of Jackson a continuing lien upon and security interest in the Property, to secure the prompt payment of any amounts due hereunder, which lien shall constitute a covenant running with the land be enforceable against the Property.

If Owner(s) should sell, transfer or convey the property within the time periods referenced above without having repaid the City of Jackson, the stated amount expended on Lead Hazard Control and Home Rehabilitation, HHPG may sell the Property, at public or private sale, and deduct the proceeds of such sale the total sum expended on Rehabilitation together with interest thereof at the rate of ten percent (10%) per annum, attorney's fees and all costs of sale, with the balance remaining being paid to Owner(s) or its proper representative, and any deficit being paid to Owner(s) or its proper representative and any deficit being the continuing obligation of Owner(s), its heirs and personal representatives. Notwithstanding the power of sale herein granted, Owner(s) shall remain personally liable for any amounts due hereunder and City of Jackson may proceed directly against Owner(s), its heirs or personal representatives, upon breach of this agreement.

**ATTACHMENT B**

WITNESS MY SIGNATURE on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_, Signature

\_\_\_\_\_, Spouse or Co-owner, Signature

**STATE OF MISSISSIPPI  
COUNTY OF HINDS**

PERSONALLY came and appeared me, the undersigned authority in and for the jurisdiction aforesaid \_\_\_\_\_ who, acknowledged to me that he/she signed and delivered the above and foregoing instrument of writing on the date and year therein mentioned as his act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MY COMMISSION EXPIRES:

\_\_\_\_\_

\_\_\_\_\_

NOTARY PUBLIC



CITY OF JACKSON, MISSISSIPPI
DEPARTMENT OF PLANNING AND DEVELOPMENT
OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT (OHCD)

Acknowledgement of Receipt

I, HOMEOWNER NAME, homeowner residing at HOMEOWNER ADDRESS, hereby acknowledge that I received a copy of the full Lead Inspection Risk Assessment (LIRA) report and Healthy Home Rating System (HHRS) report. I confirm and acknowledge that I understand that the LIRA report identifies all areas of my home where lead and lead risks were detected and details actions to reduce, contain, and/or eliminate lead hazards. I further confirm and acknowledge that I understand that the HHRS report identifies additional areas of my home where other non-lead related health risks exist and this report does not guarantee all or any HHRS risks identified will be removed or addressed as part of my participation of the Healthy Homes Production Grant Program.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND HAVE RECEIVED A COPY OF THE LEAD INSPECTION/RISK ASSESSMENT REPORT AND THE HEALTHY HOMES RATING SYSTEM REPORT.

Homeowner name
SIGNATURE OF OWNER/RENTER/ DATE

SIGNATURE OF CO-OWNER/ DATE

STATE OF MISSISSIPPI
COUNTY OF HINDS:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_, 20\_\_ by
and who is (are) personally
known to me or who has produced as identification.

Notary Public

My Commission Expires:

ATTACHMENT D



CONTRACTOR'S NON-KICKBACK CERTIFICATION

DATE: \_\_\_\_\_

CASE: PROPERTY ADDRESS

TO: Neighborhood Enhancement Division  
218 South President Street, Suite 331  
Jackson, Mississippi 39201

RE: Property located at ADDRESS

Contract Dated: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

Contractor: \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENT:**

That as a Contactor responsible for provision of goods and/or services under the above-mentioned contract. I nor my company were forced or encouraged to forfeit any portion of the contract amount in order to be employed as contractors on this job.

By: \_\_\_\_\_  
CONTRACTOR NAME, President


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

Witness: \_\_\_\_\_  
Print

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

To Grantee File

**139 VALLEY NORTH BLVD** Jackson, MS 39206

 Feedback



**Name**

Name this location...

**Property Owner**

**Name**

LIDDELL SANDRA R



Phone

Email

Address

139 VALLEY NORTH BLVD,JACKSON MS,


Flags 

[+ Add Flag](#)


FLOOD ZONE: AE 

FLOOD ZONE: 0.2 PCT ANNUAL CHANCE FLOOD HAZARD 


ZONING: R-1A 

CURRENT LAND USE: LOW DENSITY RESIDENTIAL 

PRECINCT: 3 

TRACT: 28049010202 

WARD: 2 

ZIP CODE: 39206 

BUILDING CONDITION: SOUND 

 [Edit](#)

## Details

Zoning

--

Building Type

--

Occupancy

--

MBL

721-349

Year Built

1969

Book Page

--

Lot Area

--

Water

--

Sewage

--

Subdivision

--

Add a note...

## Notes

## Attachments

## Records

#	Type	Date Submitted	Status
RED-24-85	PLANNING & DEVELOPMENT RE...	Apr. 10, 2024	ACTIVE
HHPG-23-9	2023 Healthy Homes Production ...	May. 17, 2023	ACTIVE
CE-1999-1596	Code Enforcement Violations	Dec. 31, 1998	COMPLETE

## Units

[+ Add Unit](#)

#
Main Building

**Assistance Award/Amendment**

**U.S. Department of Housing and  
Urban Development  
Office of Administration**

1. Assistance Instrument <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Grant		2. Type of Action <input checked="" type="checkbox"/> Award <input type="checkbox"/> Amendment	
3. Instrument Number <b>MSHHP0058-22</b>		4. Amendment Number	
7. Name and Address of Recipient  <b>City of Jackson P O Box 17 Jackson, MS 39205-0017</b>		5. Effective Date of this Action <b>See Block #20</b>	
10. Recipient Project Manager <b>Dr. Mary Manogin, 601-960-1861 <a href="mailto:mmanogin@city.jackson.ms.us">mmanogin@city.jackson.ms.us</a></b>		6. Control Number	
11. Assistance Arrangement <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input type="checkbox"/> Fixed Price		8. HUD Administering Office <b>HUD, Office of Lead Hazard Control and Healthy Homes 451 Seventh Street, SW Room 8236 Washington, DC 20410</b>	
12. Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input checked="" type="checkbox"/> Automated Clearinghouse		8a. Name of Administrator <b>Markquonda Mathis</b>	
14. Assistance Amount		8b. Telephone Number <b>202-402-5120</b>	
Previous HUD Amount <b>\$0.00</b>		9. HUD Government Technical Representative <b>Bruce Bailey 202-402-6249 <a href="mailto:Bruce.E.Bailey@hud.gov">Bruce.E.Bailey@hud.gov</a></b>	
HUD Amount this action <b>\$1,581,981.13</b>		13. HUD Payment Office <b>U.S. Dept. of HUD CFO Accounting Center, 6AF 801 Cherry St., Unit #45 Ste. 2500 Fort Worth, TX 76102</b>	
Total HUD Amount <b>\$1,581,981.13</b>		15. HUD Accounting and Appropriation Data <b>8621/230174 22LRHH/LRHHI HH1 00/98- \$1,581,981.13</b>	
Recipient Amount <b>\$ 0.00</b>		15b. Reservation number <b>HHP22-18</b>	
Total Instrument Amount <b>\$1,581,981.13</b>		Amount Previously Obligated <b>\$0.00</b>	
		Obligation by this action <b>\$1,581,981.13</b>	
		Total Obligation <b>\$1,581,981.13</b>	

16. Description  
**Employer Identification: 646000503 DUNS: 1997327310000 Program: HH1**  
 This instrument sets forth the agreement between the parties as to all terms and conditions and provisions herein. By signing this award document, the Grantee certifies that it is in compliance with all administrative and financial provisions of this award. This grant instrument consists of the following, some of which are incorporated by reference:  
 1. Cover Page, HUD 1044  
 2. FY 2022 Terms and Conditions  
 3. Statement of Work/Work Plan/Benchmark Standards  
 4. Grantee's financial and technical proposal  
 5. Mutually agreed and negotiated proposal changes  
 6. Abstract of grant activities  
 7. Lead Hazard Control Program Policy Guidance Issuances "PGI-2015-01- Clarification of Costs for LHRD and LBPHC Grant Programs"  
 8. **TITLE 2: GRANTS AND AGREEMENTS - PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS <https://www.ecfr.gov/current/title-2/part-200>**  
 9. Notice of Grant Opportunity announced in GRANTS.GOV FR-6500-N-44 Posted date: 09/21/2021

**Period of Performance: April 1, 2022 to October 1, 2025 - 42 months**

17. <input checked="" type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office		18. <input type="checkbox"/> Recipient is not required to sign this document.	
19. Recipient (By Name)		20. HUD (By Name)	
Signature & Title		Signature & Title	
Date (mm/dd/yyyy)		Date (mm/dd/yyyy)	

**Markquonda Mathis, Grant Officer**  
  
 01/04/2022

**CITY OF JACKSON**  
**OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT**  
**HHPG REPAIR PROGRAM**



**|| 139 VALLEY NORTH BLVD**

**KITCHEN**

- 1) Repair kick plate on kitchen sink base cabinet.
- 2) Repair 2 drawers in kitchen base cabinets.
- 3) Repaint upper and lower kitchen cabinets(approx. 24 lin.ft)

**MASTER BATH**

- 1) Recaulk tub.
- 2) Repair ceiling sheetrock(approx. 40 sq.ft)
- 3) Prime and repaint ceiling repairs(approx. 40 sq.ft)
- 4) Repaint entire bathroom(approx. 40 sq.ft room)

**HALL BATH**

- 1) Remove and replace tile flooring(homeowner supplied materials)(approx. 50 sq.ft)
- 2) Remove and replace tub assy((homeowner supplied materials)
- 3) Install new tub valve assy. (homeowner supplied materials)
- 4) Install new tile tub surround.(homeowner supplied materials)
- 5) Remove and replace comfort height toilet assy. Include all applicable hard ware and trim.
- 6) Remove and replace lavatory cabinet assy. (homeowner supplied materials)
- 7) Install new lavatory faucet. (homeowner supplied materials)
- 8) Repaint bathroom walls (approx. 40 sq.ft room)
- 9) Repaint bathroom ceiling.(approx. 40 sq.ft room)

**FRONT BATH**

- 1) Remove and replace toilet assy. (homeowner supplied materials)

**CITY OF JACKSON**  
**OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT**  
**HHPG REPAIR PROGRAM**



**HOMEOWNER HAS MOST HARDWARE AND MATERIALS FOR  
BATHROOM REMODEL.**

139 VALLEY NORTH BLVD

## Cost estimate

Description	Unit Price	Est. Total
<b>Kitchen</b>		
Repair kitchen base cabinet		\$288
Repair 2 kitchen drawers		\$288
Repaint all kitchen cabinets(approx. 24 lin.ft)		\$770
<b>Master Bath</b>		
Repair ceiling sheetrock		\$376
P/P ceiling		\$211
P/P entire bathroom(approx. 40 sq.ft room)		\$1354
<b>Front Bath</b>		
Install toilet(labor only)		\$236
<b>Hall Bath</b>		
R/R tile flooring(labor only) approx. 50 sq.ft		\$1180
R/R tub assy(labor only)		\$641
R/R tub valve assy(labor only)		\$584
Install tile tub surround(labor only)		\$2038
R/R toilet		\$677
R/R lavatory cabinet(labor only)		\$394
Install lavatory faucet(labor only)		\$
<b>TOTAL</b>		<b>\$9542.00</b>
+10%		\$10497.00
-10%		\$8588.00

Benjamin Wiggins  
**Ben Wiggins Remodeling**  
1619 Central Street  
Jackson, MS 39203

April 2, 2024

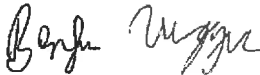
Office of Housing and Community Development  
Attention: John Avery  
218 S. President St., 2<sup>nd</sup> Floor  
Jackson, MS 39201

Dear Sir:

I am pleased to accept award of the renovation project at 139 Valley North Blvd. Work described in work write up/quote presented March 29, 2024, will be completed for the quoted amount of \$9,990.

We look forward to working with you.

Thank you,



Ben Wiggins  
Ben Wiggins Remodeling



CONTRACTOR BID FORM

Program Type:  Limited Repair Rehabilitation  Comprehensive Rehabilitation (Select One)

Contractor Information:

Company: Ben Wiggins Remodeling
Name: BENJAMIN Wiggins
Address: 1619 Central St.
City, State: Jackson, MS Zip/Postal Code: 39203
Email: bws.wiggins@yahoo.com
Phone: 601.207.4523 Fax: 601.605.8946

Project Bid Information:

Rehabilitation Site Address: 139 Valley North Blvd.

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 \$ 9990.00.

I understand that I am bidding to participate in programs that are funded through the U. S. Department of Housing and Urban Development and that my bid must reflect costs that are both reasonable and necessary for the completion of the project as described in the documents provided to me by the City of Jackson, Office of Housing and Community Development.

Contractor Signature: Benjamin Wiggins Date: 03-29-24
Print Name: BENJAMIN Wiggins Date: 03-29-24
Company: BEN Wiggins Remodeling

For Office Use Only: Bid Approved by: Date:





CONTRACTOR BID FORM

Program Type: [X] Limited Repair Rehabilitation [ ] Comprehensive Rehabilitation
(Select One) [ ] Lead Program (LSJHP)

Contractor Information:

Company: Multi-Con, Inc.
Name: Joe C. Collins
Address: P.O. Box 9325
City, State: Jackson, MS Zip/Postal Code: 39286-9325
Email: multiconelec@comcast.net
Phone: (601) 922-7777 Fax: (601) 922-7717

Project Bid Information:

Rehabilitation Site Address: 139 Valley North Blvd.

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 \$ 11,995 --

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: 3/29/24
Print Name: Joe C. Collins, President 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) [ ] Lead Program (LSJHP)

Contractor Information:

Company: A N I Maint
Name: Harvey Williams
Address: 630 Brandon Ave
City, State: Jackson Ms 39209 Zip/Postal Code: 39209
Email: discount630@yahoo.com
Phone: 601 838 7767 Fax:

Project Bid Information:

Rehabilitation Site Address: 139 Valley North Blvd
Based upon the scope of work and specifications provided (See Attached), A N I Maint (company name) proposes to complete work on the above referenced property for an amount of \$ 11,500.00.

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: 3/28/08
Print Name: Harvey Williams Date:
Company: A N I 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: 1619 Central St.
City, State: JACKSON, MS Zip/Postal Code: 39203
Email: bawiggins@yahoo.com
Phone: 601.709.4823 Fax: 601.605.8946

Project Bid Information

Rehabilitation Site Address: 139 Valley North Blvd.

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 \$ 9990.00.

I understand that I am bidding to participate in programs that are funded through the U. S. Department of Housing and Urban Development and that my bid must reflect costs that are both reasonable and necessary for the completion of the project as described in the documents provided to me by the City of Jackson, Office of Housing and Community Development.

Contractor Signature: Benjamin Wiggins Date: 03-29-24
Print Name: BENJAMIN Wiggins Date: 03-29-24
Company: BEN Wiggins Remodeling

For Office Use Only:
Bid Approved by: Date:



CONTRACTOR BID FORM

Program Type:  Limited Repair Rehabilitation  Comprehensive Rehabilitation  
(Select One)  Lead Program (LSJHP)

Contractor Information:

Company: Multi-Con, Inc.  
Name: Joe C. Collins  
Address: P.O. Box 9325  
City, State: Jackson, MS Zip/Postal Code: 39286-9325  
Email: multiconelec@comcast.net  
Phone: (601) 922-7777 Fax: (601) 922-7717

Project Bid Information:

Rehabilitation Site Address: 139 Valley North Blvd.

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 \$ 11,995

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: 3/29/24  
Print Name: Joe C. Collins, President 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)  Lead Program (LSJHP)

Contractor Information:

Company: ALN I Maint  
Name: Harvey Williams  
Address: 630 Brandon Ave  
City, State: Jackson Ms 39209 Zip/Postal Code: 39209  
Email: discount630@yahoo.com  
Phone: 601 838 7767 Fax: \_\_\_\_\_

Project Bid Information:

Rehabilitation Site Address: 139 Valley North Blvd

Based upon the scope of work and specifications provided (See Attached), ALN I Maint (company name) proposes to complete work on the above referenced property for an amount of \$ 11,500.00.

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: 3/28/08  
Print Name: Harvey Williams Date: \_\_\_\_\_  
Company: ALN I Maint

For Office Use Only:  
Bid Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Thereafter, President Lindsay called for a vote on said Order as amended:

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A FIVE (5) YEAR LEASE AGREEMENT FOR THE LEASE OF OFFICE SPACE FOR PRECINCT 4.**

WHEREAS, the City of Jackson Police Department currently leases space for Precinct 4 at 5080 Parkway Drive, Jackson, Mississippi; and

WHEREAS, the current lease is set to expire on August 31, 2021; and

WHEREAS, Colonial Mart Retail, LLC has offered the 1st Amendment to Lease for a term of five (5) years at a cost of \$4,289.00 per month, with an option to terminate at the end of each year at a cost of \$1,000.00 per year for each year remaining in the lease; and

WHEREAS, the City of Jackson Police Department has funds in its General Fund to cover this expense.

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute a lease agreement with Colonial Mart Retail LLC for five (5) years.

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

Nays – None.

Absent – None.

\*\*\*\*\*

There came for consideration Agenda Item No. 28:

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY ACCESS AGREEMENT BETWEEN THE CITY OF JACKSON AND GREAT CITY MS FOUNDATION FOR JAMIE FOWLER BOYLE PARK TO PERFORM INSPECTIONS, SURVEYING, SOIL AND ENVIRONMENTAL TESTING, SITE TOURS, AND SURFACE MAINTENANCE WITH AN OBJECTIVE TO DEVELOP A PEDESTRIAN BRIDGE AND TRAIL. President Lindsay stated said item was pulled by the Administration.**

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**ORDER AUTHORIZING THE MAYOR 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.**

WHEREAS, the overarching purpose of the Office of Lead Hazard Control and Healthy Homes is to assist states, cities, counties/parishes, Native American Tribes or other units of local government in undertaking comprehensive programs to identify and control housing-based health hazards in eligible privately-owned rental or owner-occupied housing; and

WHEREAS, Jackson has an aged housing stock and research has proven that residents of older homes are at higher risk of being exposed to health hazards such as mold, lead-based paint, asthma triggers, etc. Therefore, healthy homes production programs are essential for existing and future housing rehabilitation programs; and

WHEREAS, the Department of Planning and Development, through its Office of Housing and Community Development, is requesting approximately \$2,000,000.00 from the U.S. Department of Housing and Urban Development's Office Lead Hazard Control and Healthy Homes under the Fiscal Year (FY) 2021 Healthy Homes Production Grant Program; and

WHEREAS, applicants are required to provide a 10% match of requested grant funds; and

WHEREAS, the required matching funds will be contributed through CDBG funds of \$200,000.00 and will be provided over the four (4) year time period for the grant.

REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, AUGUST 31, 2021 10:00 A.M.

460

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute any and all documents and agreements necessary to apply for, accept and administer the U. S. Department of Housing and Urban Development's Office of Lead Hazard Control and Healthy Homes Healthy Homes Production Grant.

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

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

Nays – None.

Absent – None.

\*\*\*\*\*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH 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 #2020-1218 – 1816 WALTHAM STREET– \$5,000.00.**

**WHEREAS**, on September 1, 2020, 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 August 4, 2020 for Case# 2020-1218 located in Ward 5 of the City of Jackson; and

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

**WHEREAS**, ACA Demolition & Project Group, LLC appeared next on the rotation list and through its representative, Elton Smith, agreed to demolish 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 and welfare for the parcel located at 1816 Waltham Street for the sum of \$5,000.00; and

**WHEREAS**, ACA Demolition & Project Group, LLC has a principal office address of 120 Hillcroft Place Jackson, Mississippi 39211.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with ACA Demolition & Project Group, LLC to demolish structure, foundation, steps, and driveway and/or cut vegetation and remedy conditions on the property located at 1816 Waltham Street deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$5,000.00 shall be paid to ACA Demolition & Project Group, LLC for the services provided from funds budgeted for the Division.

**Council Member Stokes** 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 THE CONTRACT AND RELATED DOCUMENTS WITH THE UNIVERSITY OF MISSISSIPPI ON BEHALF OF THE MISSISSIPPI SMALL BUSINESS DEVELOPMENT CENTER STATE OFFICE FOR A SUB-AWARD GRANT IN THE AMOUNT OF \$132,431.00**





27



**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, DELORES FINCH, AND MULTICON, 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) from the U.S. Department of Housing and Urban Develop, Office of Lead Hazard Control; and

**WHEREAS**, the period of performance during which the City is authorized to issue said grant funds is from April 1, 2022, through October 1, 2025; and

**WHEREAS**, the Lead Hazard Control Grant, Health Supplemental Funds, and Healthy Homes Production Grant are resources rewarded to the City of Jackson to educate, test, abate, remediate, and reduce lead hazards and other health risks in homes to qualified residents of Jackson, MS; and

**WHEREAS**, all homes and rental units selected for participation for Lead-Based Paint Hazard Control and Healthy Homes Production Grant will meet the eligibility requirements established by Title X (The Residential Lead-Based Paint Hazard Reduction Act of 1992), the Notice of Funding Availability for HUD's Fiscal Year 2019 Lead-Based Paint Hazard Control Grant Program, 24 CFR Part 35, EPA Standards found within 40 CFR Part 745 and other Administrative Guidance issued by HUD for which the City of Jackson's Healthy Homes Production Grant staff is responsible for determining eligibility and selection of units; and

**WHEREAS**, the Office of Housing and Community Development advertised for qualifications from contractors capable of performing the rehabilitation activities and received responses from multiple contractors; and

**WHEREAS**, the Office of Housing and Community Development developed a scope of work for property located at 2025 Raymond Road and requested that multiple contractors provide quotes for the work to be performed; and

**WHEREAS**, the scope of work for 2025 Raymond Road was as follows: replace approximately six squares of shingles; roofing on side C of house (include 50% decking) (include all applicable hardware and trim), repair floor structure in kitchen (approximately

Agenda Item # 27  
July 2, 2024  
(Keeton, Lumumba)

112 sq. ft.) (include all applicable hardware and trim); install Linoleum onto kitchen floor (approximately 112 sq. ft.) (include all applicable hardware and trim); and jack up and re-support floor in living room underneath house (approximately 100 square foot) (include all applicable hardware and trim); and

**WHEREAS**, on February 29, 2024, OHCD received three (3) quotes from qualified, licensed, and certified contractors, to complete the above-referenced scope of work; and

**WHEREAS** the quotes received were as follows:

Ben Wiggins Remodeling for an amount of \$11,500.00;  
All-n-One Maintenance for an amount of \$10,000.00; and  
Multi-Con, Inc. for an amount of \$9,545.93.

**WHEREAS**, on March 1, 2024, OHCD received a letter of acceptance from Multi-Con, Inc agreeing to perform the work at 2025 Raymond Road, Jackson, Mississippi for the sum of nine thousand five hundred forty-five dollars (\$9,545.00); and

**WHEREAS**, the terms of the agreement with Multi-Con and Delores Finch are as follows:

#### SECTION 1 – LABOR, MATERIALS AND WORK WRITE-UP

CONTRACTOR shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the "Work Write-Up" and described in the specifications and other Contract Documents prepared for HOMEOWNER NAME by the Housing Program Inspector, and attached hereto as "**Attachment A**" and made a part hereof for the total sum of DOLLAR AMOUNT WORD FORM 30/100 (\$00,000). The total sum provided to complete said work to be performed on the structure(s)/property located at HOMEOWNER FULL ADDRESS, all in accordance with terms of the Contract Documents is being provided to the HOMEOWNER in the form of a grant and is secured by the Lien Notice and Restriction on Transfer, which will be filed at the Hinds County Chancery Clerk as attached hereto as "**Attachment B**".

#### SECTION 2 – SCOPE OF WORK

CONTRACTOR acknowledges that it has prepared the CONTRACTOR's Proposal as attached hereto as "**Attachment C**" and made a part hereof and that such proposal is accurate and consistent as to the name of CONTRACTOR, scope of work that the CONTRACTOR will undertake and price. CONTRACTOR acknowledges that the performance requirement established in the write-up and warrants that all work undertaken will conform to said specifications.

#### SECTION 3 – TIME OF COMPLETION/ NOTICE TO PROCEED

The Homeowner(s)/Office of Housing and Community Development (OHCD) shall issue a written Notice to Proceed within five (5) working days from the date this Agreement is

fully executed, accepting the CONTRACTOR'S bid and proposal, provided the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Homeowner(s)/OHCD.

The CONTRACTOR shall commence working within ten (10) working days after issuance of the "Notice to Proceed." Lead remediation, intervention, interim controls, abatement, lead work, and any other work pertaining to the removal or containment of lead base paint hazards must be completed and initially cleared with ten (10) working days. After which any remaining work not pertaining to the removal or containment of lead hazards shall be completed within twenty (20) working days. After all work is completed a final clearance test shall be performed to ensure lead hazards have been properly removed and/or contained. The entire contract shall be enforceable for a period not to exceed thirty (30) working days.

Failure to complete said work by the aforementioned date will warrant a Notice to Failure to be mailed to the CONTRACTOR at the address furnished herein, and shall automatically levy a charge to the CONTRACTOR of fifty dollars (\$50.00) daily to be deducted from the contract price until the job is satisfactorily completed. The Homeowner/OHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

#### SECTION 4 –SPECIFICATIONS, CODES AND REGULATIONS

CONTRACTOR shall comply with all appropriate specifications, including the general conditions provided separately to the CONTRACTOR and codes referred to and with all regulations, ordinances and laws of the City of Jackson, the State of Mississippi, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors.

#### SECTION 5 - INSURANCE

In carrying out the work herein proposed, the CONTRACTOR will maintain, as a minimum, the following insurance coverage:

- A. CONTRACTOR shall, at its expense, carry General Liability Insurance, with maximum limits not less than \$1,000,000 aggregate and \$1,000,000 each occurrence for bodily injury and \$1,000,000 aggregate and \$1,000,000 each occurrence for property damage.
- B. CONTRACTOR shall comply, at its expense, with all applicable provisions of the Workman's Compensation, unemployment compensation, sickness and disability and social security laws, and all other local, state and federal laws or regulations relating to employment.
- C. CONTRACTOR shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits not less than \$500,000 for one accident and Automotive

Property Damage Insurance with maximum limits not less than \$250,000 for one accident to protect from all claims arising from the use of the following:

- (1) CONTRACTOR's own automobiles and trucks
- (2) Hired automobiles and trucks
- (3) Automobiles and trucks owned by subcontractors

The aforementioned is to cover use of automobiles and trucks on and off the project sites.

- D. CONTRACTOR shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as the named insured and their servants, agents and employees as additional insured in amounts not less than bodily injury in the amount of \$500,000 for each person and \$1,000,000 aggregate and property damage liability in the amount of \$250,000 for each occurrence for damages arising out of an injury or destruction of property and a total (or aggregate) limit of \$500,000 for all damages arising out of injury to or destruction of property during the policy period.
- E. CONTRACTOR shall provide copies of such certificates before commencement of work, but this action will not relieve the CONTRACTOR of its independent obligation to obtain such insurance.

The CONTRACTOR shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the City. If a part of this contract is sublet, the CONTRACTOR shall require each Subcontractor to carry insurance of the same kinds and in like amounts carried by the prime CONTRACTOR.

Certificates of insurance shall state that thirty (30) days written notice will be given to the CITY before the policy is canceled or changed. No CONTRACTOR or Subcontractor will be allowed to start any work pertaining to the Agreement until certificates of all insurance required herein are filed with and approved by the CITY. The Certificates shall show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

#### SECTION 6 – ASBESTOS & LEAD BASED PAINT COMPLIANCE

- A. CONTRACTOR shall comply with the provisions of 29 CFR Part 1926(OSHA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:

1. The CONTRACTOR shall contact the CITY'S inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
2. The CONTRACTOR shall conduct air quality monitoring when appropriated for the type of activity to determine the level of worker protection required by

OSHA. If air quality monitoring results exceed 30 µg/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.

3. The CONTRACTOR shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
  4. The CONTRACTOR shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
  5. The CONTRACTOR shall make proper facilities available for worker hygiene when entering or exiting a work area.
  6. The CONTRACTOR shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
  7. The CONTRACTOR shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)
  8. The CONTRACTOR shall comply with all relevant MS Laws as well as federal laws at, 24 CFR 35 governing lead-based paint conditions in residential structures, EPA regulations at 40 CFR Part 61 governing asbestos, OSHA worker protection regulations, and any other relevant State and Federal lead-based paint regulations.
- B. CONTRACTOR shall agree to hire and secure a certified lead abatement agent to perform any lead work that requires abatement and/or supervision of lead work to ensure the unit is properly contained while lead is being abated or contained. The CONTRACTOR also acknowledges and agrees that any lead work completed that does not require abatement, but can be contained through Renovation, Repair, and Painting (RRP) should be conducted by a licensed RRP certified firm. The CONTRACTOR shall furnish the credentials of the abatement agent and/or the RRP firm at the request of CITY and/or HOMEOWNER.
- C. CONTRACTOR and any subcontractors or agents shall comply with all relevant State and Federal Laws pursuant to 24 CFR 35.134(b) clearance regulations. The CONTRACTOR acknowledges and agrees that the unit will not be completed until all clearances have been performed and achieved. If dwelling has not been cleared of lead risk hazards based on the lab results from the clearance measurements, the risk assessor will repeat clearance procedures until clearance is achieved at the expense of the contractor.

#### SECTION 7 – PERMITS AND LICENSES

The CONTRACTOR shall obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

#### SECTION 8 – DEBRIS AND MATERIAL REMOVAL

The CONTRACTOR shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the CONTRACTOR, unless specifically spelled-out otherwise in the "Work write-up." The CONTRACTOR shall also dispose of demolition debris in compliance with State and Federal laws.

#### SECTION 9 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this contract without the prior written consent of the other. CONTRACTOR is responsible for all work carried out by all subcontractors.

CONTRACTOR shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the CITY or its designees or agents, members of the governing body of the CITY, any other public official of such locality who exercises any functions or responsibilities with respect to the Neighborhood Enhancement Division giving rise to this contract during his or her tenure or for one year thereafter.

#### SECTION 10 – SUCCESSORS AND ASSIGNS

The CITY, HOMEOWNER(S) and the CONTRACTOR each bind itself, partners, successors, receivers, administrators and assigns to the other party to this contract, and to the partners, successors, receivers, administrators, and assigns of each other party in respect of all covenants of this contract.

#### SECTION 11 – NOTICES

All notices, requests, demands, or other communications required by this Agreement, or desired to be given or made by either of the parties to the other hereto, shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

**CITY OF JACKSON, MISSISSIPPI**  
Attention: Deputy Director OHCD  
218 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**CONTRACTOR COMPANY NAME**  
**TO BE FILLED IN**

#### SECTION 12 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM



A. Defaults and Termination for Cause. If the CONTRACTOR (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the CONTRACTOR which would impair the CONTRACTOR's ability to perform its obligations hereunder, or (iii) should any of the CONTRACTOR's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the CONTRACTOR terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to CONTRACTOR concerning actions to be taken in order to affect the rescission or termination of the contract, and CONTRACTOR agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be affected by delivering to the CONTRACTOR a notice of termination specifying the date upon which such termination becomes effective. The Notice of Termination shall include reasonable instructions to the CONTRACTOR concerning actions to be taken in insuring that the termination is effective. CONTRACTOR agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the CONTRACTOR's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

#### SECTION 13 - FEDERAL GRANTS

CONTRACTOR agrees to comply with federal regulations or restrictions as may be required by the terms of such LHCG, HHSF, and CDBG federal funding. In the event any other federal grants or funding becomes available, the CONTRACTOR agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

#### SECTION 14 - GOVERNING LAW AND LEGAL REMEDIES

This agreement shall be governed by the laws of the State of Mississippi. The CONTRACTOR expressly agrees that under no circumstances shall the CITY be obligated to pay attorney's fees or the cost of legal action against the CONTRACTOR.

#### SECTION 15 - INDEMNIFICATION

The CONTRACTOR agrees to indemnify and hold CITY and HOMEOWNER(S) harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to,

property, natural resources or the environment, including governmental and physician claims and creditor, reasonable attorney and other professional fees and costs arising out of or in connection with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the CONTRACTOR, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

The CONTRACTOR further agrees to indemnify the CITY for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the CONTRACTOR's negligence or wrongful failure to perform.

#### SECTION 16 – LIEN WAIVERS

The CONTRACTOR agrees to protect, defend, and indemnify the CITY and HOMEOWNER(S) from any claims for unpaid work, labor or materials with respect to CONTRACTOR's performance. Final payment shall not be due until the CONTRACTOR has delivered to the CITY and HOMEOWNER complete release of all liens for work completed arising out of CONTRACTOR'S performance or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the CITY and HOMEOWNER(s) indemnifying them against any lien.

#### SECTION 17 – GUARANTY

The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Contractor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The CITY will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the CITY may, after giving thirty (30) days' notice to the CONTRACTOR, do so and charge the CONTRACTOR the cost thereby incurred. The CITY will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

#### SECTION 18 – NO AGENCY

The CONTRACTOR is an independent contractor providing services to the HOMEOWNER(S) and the employees, agents, and servants of the CONTRACTOR shall in no event be considered to be the employees, agents, or servants of the HOMEOWNER(S) or CITY. This Agreement is not intended to create an agency relationship between the CONTRACTOR and the HOMEOWNER(S) or CITY.

#### SECTION 19 – HEADINGS

The headings used in this Agreement have been included solely for ease of reference

and shall not be considered in the interpretation or construction of this Agreement.

## SECTION 20 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The CONTRACTOR will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the CONTRACTOR and the CITY that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. If the CONTRACTOR shall fail to complete the work within the Contract time or extension of time granted by the CITY, then the CONTRACTOR may be required to pay to the City the amount of \$50 per day for liquidated damages as specific in the Bid for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the contract documents.
- D. The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the CITY,
  - 1. To any preference, priority or allocation order duly issued by the CITY.
  - 2. To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, Acts of God, or of the public enemy, acts of the CITY, acts of another CONTRACTOR in the performance of a contract with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
  - 3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).
- E. In the event that CONTRACTOR fails in any of its obligations under this Section, the CITY may take one or more of the following actions to protect its interests:
  - 1. Suspend the performance of the agreement until CONTRACTOR provides assurances that it intends to adhere to the said Standards of Professional Conduct;
  - 2. Terminate this Agreement upon giving three (3) days' written notice of CONTRACTOR's failure to adhere to the terms of this Section;
  - 3. Debar CONTRACTOR from future work for CITY for a period not less than six (6) months. CONTRACTOR shall not circumvent debarment

by performing such future work as a sub consultant for another consultant; or

4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

CONTRACTOR shall include in every subcontract identical language to this Section and CONTRACTOR shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject CONTRACTOR to the remedies available to CITY for CONTRACTOR's failure to adhere to the requirements of this Section.

#### SECTION 21 – PROHIBITION OF KICKBACKS

CONTRACTOR nor any of its officers, partners, owners, agents, representative, employees, or parties in interest has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the contractor for which the attached proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with another proposer, firm, or person to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the CITY or any person interested in the proposed contract; and

The price or prices quoted are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer any of its agents, representative owners, employees, or parties in interest, including the affiant as so certified and attached hereto as "**Attachment D**" and made a part hereof.

#### SECTION 22 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPROSE UTILIZATION

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.
- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will

receive consideration for employment without regard to race, color, religion, sex or national origin.

- C. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding; an notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR'S commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. The CONTRACTOR will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

#### SECTION 23 – TRAINING AND EMPLOYMENT OF LOWER INCOME RESIDENTS OF PROJECT AREA

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

#### SECTION 24 – PAYMENT

- A. The City shall pay the CONTRACTOR within 30 days but no later than 45 days of completion of the project upon receipt of final invoice and certification of satisfactory completion by the Office of Housing and Community Development.
- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to CONTRACTOR.

**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, DELORES FINCH, 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	2025 Raymond Road, Jackson, MS 39204
5.	Schedule (beginning date)	May 1, 2024
6.	Location: WARD 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	(\$9,545.00) 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:** June 11, 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 2025 Raymond Road, Jackson, MS 39204.

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

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACTS BETWEEN THE CITY OF JACKSON, DELORES FINCH, 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** 

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



**CITY OF JACKSON, MISSISSIPPI**  
Department of Planning & Development – Office of Housing and Community  
Development – Neighborhood Enhancement Division

**HEALTHY HOMES PRODUCTION GRANT PROGRAM  
(HOMEOWNER) CONTRACT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter called (“CITY”), **HOMEOWNER NAME** hereinafter called (“HOMEOWNER”), whose address is **HOMEOWNER FULL ADDRESS** and **CONTRACTOR COMPANY NAME**, having its principal place of business at **CONTRACTOR COMPANY ADDRESS** and mailing address of **CONTRACTOR COMPANY ADDRESS**, hereinafter called the (“CONTRACTOR.”)

WHEREAS, the CITY is the recipient of Healthy Homes Production Grant (HHPG and/or Community Development Block Grant (CDBG) federal funds that can be used for the rehabilitation, interim controls, intervention, and/or remediation of lead hazards of housing within the CITY’s limits; and

WHEREAS, the HOMEOWNER, assisted with these grants funds is the primary resident and owner of the subject property and meets the eligibility requirements as set forth in the Residential Lead Based Paint Hazard Reduction Act of 1992 – Title X; and

WHEREAS, the CITY has decided to retain professional contractors for the rehabilitation services; and

WHEREAS, on \_\_\_\_\_ the governing authorities for the City of Jackson authorized the Mayor to execute a contract with the CONTRACTOR and HOMEOWNER related to rehabilitation of property located at \_\_\_\_\_; and

WHEREAS, the CONTRACTOR is willing to render such professional rehabilitation services in accordance with this Agreement for the consideration and upon the terms hereinafter stated.

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein set forth, the parties hereto agree as follows:

**SECTION 1 – LABOR, MATERIALS AND WORK WRITE-UP**

CONTRACTOR shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the “Work Write-Up” and described in the specifications and other Contract Documents prepared for **HOMEOWNER NAME** by the Housing Program Inspector, and attached hereto as “*Attachment A*” and made a part hereof for the total sum of DOLLAR AMOUNT WORD FORM 30/100 (\$00,000). The total sum provided to complete said work to be performed on the structure(s)/property located at **HOMEOWNER FULL ADDRESS**, all in accordance with terms of the Contract Documents is being provided to the HOMEOWNER in the form of a grant and is secured by the Lien Notice and Restriction on Transfer, which will be filed at the Hinds County Chancery Clerk as attached hereto as

***“Attachment B”.***

**SECTION 2 – SCOPE OF WORK**

CONTRACTOR acknowledges that it has prepared the CONTRACTOR’s Proposal as attached hereto as ***“Attachment C”*** and made a part hereof and that such proposal is accurate and consistent as to the name of CONTRACTOR, scope of work that the CONTRACTOR will undertake and price. CONTRACTOR acknowledges that the performance requirement established in the write-up and warrants that all work undertaken will conform to said specifications.

**SECTION 3 – TIME OF COMPLETION/ NOTICE TO PROCEED**

The Homeowner(s)/Office of Housing and Community Development (OHCD) shall issue a written Notice to Proceed within five (5) working days from the date this Agreement is fully executed, accepting the CONTRACTOR’S bid and proposal, provided the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Homeowner(s)/OHCD.

The CONTRACTOR shall commence working within ten (10) working days after issuance of the “Notice to Proceed.” Lead remediation, intervention, interim controls, abatement, lead work, and any other work pertaining to the removal or containment of lead base paint hazards must be completed and initially cleared with ten (10) working days. After which any remaining work not pertaining to the removal or containment of lead hazards shall be completed within twenty (20) working days. After all work is completed a final clearance test shall be performed to ensure lead hazards have been properly removed and/or contained. The entire contract shall be enforceable for a period not to exceed thirty (30) working days.

Failure to complete said work by the aforementioned date will warrant a Notice to Failure to be mailed to the CONTRACTOR at the address furnished herein, and shall automatically levy a charge to the CONTRACTOR of fifty dollars (\$50.00) daily to be deducted from the contract price until the job is satisfactorily completed. The Homeowner/OHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

**SECTION 4 – SPECIFICATIONS, CODES AND REGULATIONS**

CONTRACTOR shall comply with all appropriate specifications, including the general conditions provided separately to the CONTRACTOR and codes referred to and with all regulations,

ordinances and laws of the City of Jackson, the State of Mississippi, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors.

## SECTION 5 - INSURANCE

In carrying out the work herein proposed, the CONTRACTOR will maintain, as a minimum, the following insurance coverage:

- A. CONTRACTOR shall, at its expense, carry General Liability Insurance, with maximum limits not less than \$1,000,000 aggregate and \$1,000,000 each occurrence for bodily injury and \$1,000,000 aggregate and \$1,000,000 each occurrence for property damage.
- B. CONTRACTOR shall comply, at its expense, with all applicable provisions of the Workman's Compensation, unemployment compensation, sickness and disability and social security laws, and all other local, state and federal laws or regulations relating to employment.
- C. CONTRACTOR shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits not less than \$500,000 for one accident and Automotive Property Damage Insurance with maximum limits not less than \$250,000 for one accident to protect from all claims arising from the use of the following:
  - (1) CONTRACTOR's own automobiles and trucks
  - (2) Hired automobiles and trucks
  - (3) Automobiles and trucks owned by subcontractors

The aforementioned is to cover use of automobiles and trucks on and off the project sites.

- D. CONTRACTOR shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as the named insured and their servants, agents and employees as additional insured in amounts not less than bodily injury in the amount of \$500,000 for each person and \$1,000,000 aggregate and property damage liability in the amount of \$250,000 for each occurrence for damages arising out of an injury or destruction of property and a total (or aggregate) limit of \$500,000 for all damages arising out of injury to or destruction of property during the policy period.
- E. CONTRACTOR shall provide copies of such certificates before commencement of work, but this action will not relieve the CONTRACTOR of its independent obligation to obtain such insurance.

The CONTRACTOR shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the City. If a part of this contract is sublet, the CONTRACTOR shall require each Subcontractor to carry insurance of the same kinds and in like amounts carried by the prime CONTRACTOR.

Certificates of insurance shall state that thirty (30) days written notice will be given to the CITY before the policy is canceled or changed. No CONTRACTOR or Subcontractor will be allowed to start any work pertaining to the Agreement until certificates of all insurance required herein are filed with and approved by the CITY. The Certificates shall show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

#### SECTION 6 – ASBESTOS & LEAD BASED PAINT COMPLIANCE

A. CONTRACTOR shall comply with the provisions of 29 CFR Part 1926(OSHA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:

1. The CONTRACTOR shall contact the CITY'S inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
2. The CONTRACTOR shall conduct air quality monitoring when appropriated for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 µg/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.
3. The CONTRACTOR shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
4. The CONTRACTOR shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
5. The CONTRACTOR shall make proper facilities available for worker hygiene when entering or exiting a work area.
6. The CONTRACTOR shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
7. The CONTRACTOR shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)
8. The CONTRACTOR shall comply with all relevant MS Laws as well as federal laws at, 24 CFR 35 governing lead-based paint conditions in residential structures, EPA regulations at 40 CFR Part 61 governing asbestos, OSHA worker protection regulations, and any other relevant State and Federal lead-based paint regulations.

B. CONTRACTOR shall agree to hire and secure a certified lead abatement agent to perform any lead work that requires abatement and/or supervision of lead work to ensure the unit is property contained while lead is being abated or contained. The CONTRACTOR also acknowledges and agrees that any lead work completed that does not require abatement, but can be contained through Renovation, Repair, and Painting (RRP) should be conducted by a licensed RRP certified firm. The CONTRACTOR shall furnish

the credentials of the abatement agent and/or the RRP firm at the request of CITY and/or HOMEOWNER.

- C. CONTRACTOR and any subcontractors or agents shall comply with all relevant State and Federal Laws pursuant to 24 CFR 35.134(b) clearance regulations. The CONTRACTOR acknowledges and agrees that the unit will not be completed until all clearances have been performed and achieved. If dwelling has not been cleared of lead risk hazards based on the lab results from the clearance measurements, the risk assessor will repeat clearance procedures until clearance is achieved at the expense of the contractor.

#### SECTION 7 – PERMITS AND LICENSES

The CONTRACTOR shall obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

#### SECTION 8 – DEBRIS AND MATERIAL REMOVAL

The CONTRACTOR shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the CONTRACTOR, unless specifically spelled-out otherwise in the "Work write-up." The CONTRACTOR shall also dispose of demolition debris in compliance with State and Federal laws.

#### SECTION 9 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this contract without the prior written consent of the other. CONTRACTOR is responsible for all work carried out by all subcontractors.

CONTRACTOR shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the CITY or its designees or agents, members of the governing body of the CITY, any other public official of such locality who exercises any functions or responsibilities with respect to the Neighborhood Enhancement Division giving rise to this contract during his or her tenure or for one year thereafter.

#### SECTION 10 – SUCCESSORS AND ASSIGNS

The CITY, HOMEOWNER(S) and the CONTRACTOR each bind itself, partners, successors, receivers, administrators and assigns to the other party to this contract, and to the partners, successors, receivers, administrators, and assigns of each other party in respect of all covenants of this contract.

#### SECTION 11 – NOTICES

All notices, requests, demands, or other communications required by this Agreement, or desired to be given or made by either of the parties to the other hereto, shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to

the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

**CITY OF JACKSON, MISSISSIPPI**  
Attention: Deputy Director OHCD  
218 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**CONTRACTOR COMPANY NAME**  
Attention: Joe Collins  
President  
4604 Womack Drive  
Jackson, MS 39209  
601-922-7777

#### SECTION 12 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

A. Defaults and Termination for Cause. If the CONTRACTOR (i) shall violate any substantial

provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the CONTRACTOR which would impair the CONTRACTOR's ability to perform its obligations hereunder, or (iii) should any of the CONTRACTOR's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the CONTRACTOR terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to CONTRACTOR concerning actions to be taken in order to affect the rescission or termination of the contract, and CONTRACTOR agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

D. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be affected by delivering to the CONTRACTOR a notice of termination specifying the date upon which such termination becomes effective. The Notice of Termination shall include reasonable instructions to the CONTRACTOR concerning actions to be taken in insuring that the termination is effective. CONTRACTOR agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the CONTRACTOR's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

#### SECTION 13 - FEDERAL GRANTS

CONTRACTOR agrees to comply with federal regulations or restrictions as may be required by the terms of such LHCG, HHSF, and CDBG federal funding. In the event any other federal grants or funding becomes available, the CONTRACTOR agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

#### SECTION 14 - GOVERNING LAW AND LEGAL REMEDIES

This agreement shall be governed by the laws of the State of Mississippi. The CONTRACTOR expressly agrees that under no circumstances shall the CITY be obligated to pay attorney's fees or the cost of legal action against the CONTRACTOR.

#### SECTION 15 - INDEMNIFICATION

The CONTRACTOR agrees to indemnify and hold CITY and HOMEOWNER(S) harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, including governmental and physician claims and creditor, reasonable attorney and other professional fees and costs arising out of or in connection with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the CONTRACTOR, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

The CONTRACTOR further agrees to indemnify the CITY for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the CONTRACTOR's negligence or wrongful failure to perform.

#### SECTION 16 – LIEN WAIVERS

The CONTRACTOR agrees to protect, defend, and indemnify the CITY and HOMEOWNER(S) from any claims for unpaid work, labor or materials with respect to CONTRACTOR's performance. Final payment shall not be due until the CONTRACTOR has delivered to the CITY and HOMEOWNER complete release of all liens for work completed arising out of CONTRACTOR'S performance or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the CITY and HOMEOWNER(s) indemnifying them against any lien.

#### SECTION 17 – GUARANTY

The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Contractor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The CITY will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the CITY may, after giving thirty (30) days' notice to the CONTRACTOR, do so and charge the CONTRACTOR the cost thereby incurred. The CITY will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

## SECTION 18 – NO AGENCY

The CONTRACTOR is an independent contractor providing services to the HOMEOWNER(S) and the employees, agents, and servants of the CONTRACTOR shall in no event be considered to be the employees, agents, or servants of the HOMEOWNER(S) or CITY. This Agreement is not intended to create an agency relationship between the CONTRACTOR and the HOMEOWNER(S) or CITY.

## SECTION 19 – HEADINGS

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

## SECTION 20 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The CONTRACTOR will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the CONTRACTOR and the CITY that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. If the CONTRACTOR shall fail to complete the work within the Contract time or extension of time granted by the CITY, then the CONTRACTOR may be required to pay to the City the amount of \$50 per day for liquidated damages as specific in the Bid for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the contract documents.
- D. The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the CITY,
  - 1. To any preference, priority or allocation order duly issued by the CITY.
  - 2. To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, Acts of God, or of the public enemy, acts of the CITY, acts of another CONTRACTOR in the performance of a contract with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
  - 3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).
- E. In the event that CONTRACTOR fails in any of its obligations under this Section, the CITY may take one or more of the following actions to protect its interests:



1. Suspend the performance of the agreement until CONTRACTOR provides assurances that it intends to adhere to the said Standards of Professional Conduct;
2. Terminate this Agreement upon giving three (3) days' written notice of CONTRACTOR's failure to adhere to the terms of this Section;
3. Debar CONTRACTOR from future work for CITY for a period not less than six (6) months. CONTRACTOR shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or
4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

CONTRACTOR shall include in every subcontract identical language to this Section and CONTRACTOR shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject CONTRACTOR to the remedies available to CITY for CONTRACTOR's failure to adhere to the requirements of this Section.

#### SECTION 21 – PROHIBITION OF KICKBACKS

CONTRACTOR nor any of its officers, partners, owners, agents, representative, employees, or parties in interest has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the contractor for which the attached proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with another proposer, firm, or person to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the CITY or any person interested in the proposed contract; and

The price or prices quoted are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer any of its agents, representative owners, employees, or parties in interest, including the affiant as so certified and attached hereto as "*Attachment D*" and made a part hereof.

#### SECTION 22 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPROSE UTILIZATION

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.

- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, an notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR'S commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. The CONTRACTOR will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

#### SECTION 23 – TRAINING AND EMPLOYMENT OF LOWER INCOME RESIDENTS OF PROJECT AREA

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

#### SECTION 24 – PAYMENT

- A. The City shall pay the CONTRACTOR within 30 days but no later than 45 days of completion of the project upon receipt of final invoice and certification of satisfactory completion by the Office of Housing and Community Development.

B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to CONTRACTOR.

**SECTION 25 – GENERAL PROVISIONS**

This contract embodies all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.

**SECTION 26 - ACCEPTANCE**

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

**HOMEOWNER(S):**

\_\_\_\_\_  
**HOMEOWNER NAME, Homeowner**

\_\_\_\_\_  
**Spouse and/or Co-Owner**

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

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

**CITY OF JACKSON, MISSISSIPPI**

**CONTRACTOR**

\_\_\_\_\_  
**CHOKWE A. LUMUMBA, Mayor**

\_\_\_\_\_  
**CONTRACTOR NAME, President**

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

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

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
**ANGELA HARRIS,  
City Clerk**

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_

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

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

**CITY OF JACKSON**  
**OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT**  
**HHPG REPAIR PROGRAM**



**|| 2025 RAYMOND RD**

**EXTERIOR**

1. Remove and Replace Approx. 6 squares of shingle Roofing on side C of house (Include 50% decking) (Include all applicable hardware and trim)
2. Remove and Replace Approx. 4 sq. ft. of Vinyl Soffit Side B of house. (Include all applicable hardware and trim)

**INTERIOR**

1. Repair Floor Structure in Kitchen (Approx. 112 sq. ft.) (Include all applicable hardware and trim)
2. Install Linoleum onto kitchen floor. (Approx. 112 sq. ft.) (Include all applicable hardware and trim)
3. Jack up and Re-support Floor in Living room underneath house. (Approx. 100 sq. ft.) (Include all applicable hardware and trim)

**ATTACHMENT B**

**LIEN NOTICE AND RESTRICTION ON TRANSFER**

**WHEREAS, HOMEOWNER NAME**, “the Owner” of certain real property (the “Property”) located at the City of Jackson, First Judicial District, Hinds County, Mississippi, more particularly described as follows: Address: **HOMEOWNER ADDRESS**.

**Description PROPERTY LOT NUMBER**

**WHEREAS**, the City of Jackson, Department of Planning, Office of Housing and Community Development’s (OHCD) Healthy Homes Production Grant (HHPG) is undertaking to provide funds to carry out certain lead hazard control interventions and/or home rehabilitation which are being made to a structure located on the above described property which is the dwelling of the Owner(s) at a total cost of, \_\_\_\_\_; and

**WHEREAS**, all HHPG and the Owner agree that said total amount of lien is subject to final completion costs based upon potential change orders (See Attachment A), that are property executed and approved per contract terms; and

**WHEREAS**, HHPG is undertaking to provide funds for Lead Hazard Control Interventions and/or Home Rehabilitation for the purpose of upgrading and enhancing the living condition of Owner(s), and not for the purpose of increasing the sales price which Owner(s) will receive upon resale of the property.

**NOW THEREFORE**, in order to effectuate the above stated purpose and in consideration of the funds provided, Owner(s) hereby covenants unto the City of Jackson in the event that the Property, or any part thereof, is sold, transferred, or conveyed by Owner(s) within a period of \_\_\_\_ ( ) years from date of completion of the Lead Hazard Control Interventions and/or Home Rehabilitation,

Owner(s) grants unto HHPG prior to such sale, transfer of conveyance, the sum of \$ \_\_\_\_\_ as repayment of amounts expended by HHPG on the Lead Hazard Control Interventions and/or Home Rehabilitation.

Owner(s) grants unto the City of Jackson a continuing lien upon and security interest in the Property, to secure the prompt payment of any amounts due hereunder, which lien shall constitute a covenant running with the land be enforceable against the Property.

If Owner(s) should sell, transfer or convey the property within the time periods referenced above without having repaid the City of Jackson, the stated amount expended on Lead Hazard Control and Home Rehabilitation, HHPG may sell the Property, at public or private sale, and deduct the proceeds of such sale the total sum expended on Rehabilitation together with interest thereof at the rate of ten percent (10%) per annum, attorney’s fees and all costs of sale, with the balance remaining being paid to Owner(s) or its proper representative, and any deficit being paid to Owner(s) or its proper representative and any deficit being the continuing obligation of Owner(s), its heirs and personal representatives. Notwithstanding the power of sale herein granted, Owner(s) shall remain personally liable for any amounts due hereunder and City of Jackson may proceed directly against Owner(s), its heirs or personal representatives, upon breach of this agreement.

**ATTACHMENT B**

WITNESS MY SIGNATURE on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_, Signature

\_\_\_\_\_  
Spouse or Co-owner, Signature

**STATE OF MISSISSIPPI  
COUNTY OF HINDS**

**PERSONALLY** came and appeared me, the undersigned authority in and for the jurisdiction aforesaid \_\_\_\_\_ who, acknowledged to me that he/she signed and delivered the above and foregoing instrument of writing on the date and year therein mentioned as his act and deed.

**GIVEN UNDER MY HAND AND OFFICIAL SEAL**, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MY COMMISSION EXPIRES:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC



**CITY OF JACKSON, MISSISSIPPI  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT (OHCD)  
HEALTHY HOMES PRODUCTION GRANT (HHPG)**

---

**VOLUNTARY TEMPORARY RELOCATION/HOUSING AGREEMENT**

THIS PLAN IS FOR (List all members of the household, beginning with the applicant): \_\_\_\_\_

WE (I) RESIDE AT \_\_\_\_\_.

I UNDERSTAND THAT FOR MY SAFETY, THE SAFETY OF MY FAMILY, AND THE CONTRACTORS, IT IS IN EVERYONES BEST INTEREST THAT ALL OCCUPANTS OF THE HOME BE OFF OF THE PREMISES WHILE THE WORK IS ON GOING. I UNDERSTAND THAT ALL OCCUPANTS OF THE HOME MUST BE OFF THE PREMISES DURING CONSTRUCTION.

\_\_\_\_\_  
(INITIALS OF HOMEOWNERS)

I UNDERSTAND THAT THE CALIBER OF REPAIRS BEING MADE TO MY HOME DOES NOT REQUIRE ME TO VACATE OR RELOCATE FROM MY HOME. I UNDERSTAND THAT WHILE LEAD IS BEING TREATED THAT I OR ANYONE IN MY HOUSEHOLD SHOULD NOT BE AROUND OR ON THE CONSTRUCTION SITE.

\_\_\_\_\_  
(INITIALS OF HOMEOWNERS)

I UNDERSTAND THAT IT IS DANGEROUS TO TAMPER WITH ANYTHING ON OR INVOLVING THE CONSTRUCTION WORK OR SITE AND WILL REFRAIN FROM DOING ANYTHING TO DISRUPT, DAMAGE, OR CREATE A HAZARDOUS ENVIRONMENT.

\_\_\_\_\_  
(INITIALS OF HOMEOWNERS)

I UNDERSTAND THAT DURING CONSTRUCTION INCIDENTS CAN OCCUR THAT CAUSE SHRUBS, GRASS, LAWN ORNAMENTS, AND OTHER LANDSCAPING OR OUTDOOR FURNITURE OR ITEMS, TO BE DAMAGED OR DESTROYED. I VOLUNTARILY ACCEPT THIS FACT AND AGREE TO THIS MINOR INCONVENIENCE IN ORDER TO OBTAIN A BETTER HOME ENVIRONMENT FOR MYSELF AND MY FAMILY.

\_\_\_\_\_  
(INITIALS OF HOMEOWNERS)



I UNDERSTAND THAT THE CITY AND THE LHCG, HHSF, HHPG AND CDBG PROGRAMS ARE NEITHER LIABLE NOR RESPONSIBLE FOR INCIDENTAL DAMAGE TO MY BELONGINGS DURING CONSTRUCTION. IF I DECIDE TO RELOCATE DURING CONSTRUCTION, MY PACKING, THE MOVE, THE STORAGE, OR INCIDENTALS INCURRED DURING MY STAY AT MY TEMPORARY LIVING QUARTERS IS NOT THE LIABILITY OF THE CITY AND THE LHCG, HHSF, HHPG AND CDBG PROGRAMS. THE CITY RECOMMENDS THAT YOU DO NOT STORE VALUABLE JEWELRY, OR ANY IRREPLACEABLE ITEMS OR DOCUMENTS, BUT SECURE THEM IN AN INCONSPICUOUS TRUSTED PLACE OF YOUR SOLE KNOWLEDGE. IF YOU DECIDE TO RELOCATE, YOU SHOULD MOVE THESE ITEMS YOURSELF OR HAVE A TRUSTED FAMILY MEMBER DO SO ON YOUR BEHALF.

\_\_\_\_\_ (INITIALS OF HOMEOWNERS)

I UNDERSTAND THAT BEING OUT OF MY HOME MAY BE AN INCONVENIENCE TO ME, AND I VOLUNTARILY AGREE TO THIS MINOR INCONVENIENCE IN ORDER TO OBTAIN A BETTER HOME ENVIRONMENT FOR MYSELF AND MY FAMILY.

\_\_\_\_\_ (INITIALS OF HOMEOWNERS)

I UNDERSTAND THAT CONSTRUCTION PROJECTS ROUTINELY HAVE DELAYS AND I MAY BE OUT OF MY HOME LONGER THAN I ANTICIPATED. I VOLUNTARILY ACCEPT THIS FACT AND AGREE TO THIS MINOR INCONVENIENCE IN ORDER TO OBTAIN A BETTER HOME ENVIRONMENT FOR MYSELF AND MY FAMILY.

\_\_\_\_\_ (INITIALS OF HOMEOWNERS)

I UNDERSTAND THAT I CANNOT BE ON THE CONSTRUCTION SITE UNTIL THE UNIT HAS BEEN CLEARED OF LEAD HAZARDS, THE HOME IS CLEARED BY THE CITY OF JACKSON'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT, AND THE OHCD STAFF NOTIFIES ME THAT THE LEAD HAZARDS HAVE BEEN CLEARED.

\_\_\_\_\_ (INITIALS OF HOMEOWNERS)

I UNDERSTAND THAT, IF NECESSARY, THE CITY MUST SCHEDULE THE MOVE OF FURNISHINGS FROM AND BACK TO MY HOME. THIS IS A COORDINATED EFFORT, BUT COULD MEAN THAT I WILL BE WITHOUT SOME OF MY BELONGINGS, TEMPORARILY WHILE MOVING OCCURS. I ACCEPT THIS MINOR INCONVENIENCE IN ORDER TO OBTAIN A BETTER HOME ENVIRONMENT FOR MYSELF AND MY FAMILY.

\_\_\_\_\_ (INITIALS OF HOMEOWNERS)





I UNDERSTAND THE CITY MAY ONLY PROVIDE THE FOLLOWING SERVICES REGARDING MY TEMPORARY RELOCATION IF DEEMED ELIGIBLE:

- 1) Moving (excluding packing but including boxes)
- 2) Storage (Storage facility size determined by Movers and agreed to by City. Storage facility will be secure and climate-controlled.)
- 3) Deposits for Storage Units and/or Apartments or Rental Units (to be disbursed directly to the provider)
- 4) Temporary Housing – Rent Payments (Apartment, Extended Stay Hotel, or other rental unit)
- 5) Utility Hook-Up, Deposits, or Transfers (if applicable)

\_\_\_\_\_ (INITIALS OF HOMEOWNERS)

I UNDERSTAND THE CITY WILL NOT PROVIDE THE FOLLOWING SERVICES REGARDING MY TEMPORARY RELOCATION IF DEEMED ELIGIBLE:

- 1) Packing
- 2) Utilities while in rental unit
- 3) Cleaning of existing house
- 4) Cleaning of rental upon departure of Homeowner
- 5) Services for persons who are not the Homeowners' and not listed above as a household member.

\_\_\_\_\_  
HOMEOWNER, SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF CO-OWNER

\_\_\_\_\_  
DATE

**STATE OF MISSISSIPPI  
COUNTY OF HINDS:**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, and \_\_\_\_\_ who is (are) personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
  
\_\_\_\_\_



CITY OF JACKSON, MISSISSIPPI
DEPARTMENT OF PLANNING AND DEVELOPMENT
OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT (OHCD)

Acknowledgement of Receipt

I, HOMEOWNER NAME, homeowner residing at HOMEOWNER ADDRESS, hereby acknowledge that I received a copy of the full Lead Inspection Risk Assessment (LIRA) report and Healthy Home Rating System (HHRS) report. I confirm and acknowledge that I understand that the LIRA report identifies all areas of my home where lead and lead risks were detected and details actions to reduce, contain, and/or eliminate lead hazards. I further confirm and acknowledge that I understand that the HHRS report identifies additional areas of my home where other non-lead related health risks exist and this report does not guarantee all or any HHRS risks identified will be removed or addressed as part of my participation of the Heathy Homes Production Grant Program.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND HAVE RECEIVED A COPY OF THE LEAD INSPECTION/RISK ASSESSMENT REPORT AND THE HEALTHY HOMES RATING SYSTEM REPORT.

Homeowner name
SIGNATURE OF OWNER/RENTER/ DATE

SIGNATURE OF CO-OWNER/ DATE

STATE OF MISSISSIPPI
COUNTY OF HINDS:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_, 20\_\_ by
\_\_\_, and \_\_\_ who is (are) personally
known to me or who has produced \_\_\_ as identification.

Notary Public

My Commission Expires:

\_\_\_\_\_

ATTACHMENT D



**CONTRACTOR'S NON-KICKBACK CERTIFICATION**

DATE: \_\_\_\_\_

CASE: PROPERTY ADDRESS

TO: Neighborhood Enhancement Division  
218 South President Street, Suite 331  
Jackson, Mississippi 39201

RE: Property located at ADDRESS

Contract Dated: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

Contractor: \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENT:**

That as a Contactor responsible for provision of goods and/or services under the above-mentioned contract. I nor my company were forced or encouraged to forfeit any portion of the contract amount in order to be employed as contractors on this job.

By: \_\_\_\_\_  
CONTRACTOR NAME, President

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

Witness: \_\_\_\_\_  
Print

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

To Grantee File

Job	4594
Sender	smoncure
Title	Microsoft Word - hhpj_Acknowledgement of Receipt LIRA HRS
Interface	Network
Language	PCLXL
Date	13:51:31 JUN 5 2024

# Cost estimate

## HEALTHY HOMES PRODUCTION GRANT PROGRAM

**Job: 2025 RAYMOND RD**  
**Ms. Dolores Finch**

Description	Unit Price	Line Total
R/R Shingle roofing on side C (Approx. 6 squares)		\$3,091
R/R Vinyl Soffit on Side B (Approx. 4 Sq. Ft.)		\$230
Repair Floor structure in kitchen (Approx. 112 Sq. Ft.)		\$3,352
Install Linoleum Flooring in kitchen (Approx. 112 Sq. Ft.)		\$741
Jack up and Re- Support Floor in living room (Approx. 100 Sq. Ft.)		\$1700

**GRAND TOTAL**

**\$9,114**

**-/10%**

**\$8,202.00**

**+/10%**

**\$10,025.00**



CONTRACTOR BID FORM

Program Type:  Limited Repair Rehabilitation  Comprehensive Rehabilitation (Select One)

Contractor Information:

Company: Ben Wiggins Remodeling
Name: Benjamin Wiggins
Address: 1119 Central St
City, State: Jackson MS Zip/Postal Code: 39203
Email: ben@wigginsremodeling.com
Phone: 601 934 4523 Fax: 601 934 8946

Project Bid Information:

Rehabilitation Site Address: 2024 Raymond Rd.

Based upon the scope of work and specifications provided (See Attached), Ben Wiggins Remod'g (company name) proposes to complete work on the above referenced property for an amount of \$ 11,500.00.

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:
Company: Ben Wiggins Remodeling

For Office Use Only:
Bid Approved by: Date:



### CONTRACTOR BID FORM

Program Type:  Limited Repair Rehabilitation  Comprehensive Rehabilitation  
(Select One)

**Contractor Information:**

Company: All n One Maint  
Name: Harvey Williams  
Address: 631 Brandon Ave  
City, State: Jackson Ms 3- Zip/Postal Code: 39209  
Email: discount630@yahoo.com  
Phone: 601 238 7767 Fax: \_\_\_\_\_

**Project Bid Information:**

Rehabilitation Site Address: 2025 Raymond Rd

Based upon the scope of work and specifications provided (See Attached), All n One Maint (company name) proposes to complete work on the above referenced property for an amount of \$ 10,000.

I understand that I am bidding to participate in programs that are funded through the U. S. Department of Housing and Urban Development and that my bid must reflect costs that are both reasonable and necessary for the completion of the project as described in the documents provided to me by the City of Jackson, Office of Housing and Community Development.

Contractor Signature: [Signature] Date: 2-29-24  
Print Name: Harvey Williams Date: \_\_\_\_\_  
Company: All n 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: Multi-Con, Inc
Name: Joe C. Collins
Address: P.O. Box 9325
City, State: Jackson, MS Zip/Postal Code: 39284
Email: multiconelec@comcast.net
Phone: (601) 922-7777 Fax: (601) 922-7777

Project Bid Information:

Rehabilitation Site Address: 2029 Raymond Rd

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 \$ 9,545.93.

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:



**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 – 2025 Raymond Road

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 2025 Raymond Road in the amount of \$9,545.00.

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

**Assistance Award/Amendment**

**U.S. Department of Housing and  
Urban Development  
Office of Administration**

1. Assistance Instrument <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Grant		2. Type of Action <input checked="" type="checkbox"/> Award <input type="checkbox"/> Amendment	
3. Instrument Number <b>MSHHP0058-22</b>	4. Amendment Number	5. Effective Date of this Action <b>See Block #20</b>	6. Control Number
7. Name and Address of Recipient  <b>City of Jackson P O Box 17 Jackson, MS 39205-0017</b>		8. HUD Administering Office <b>HUD, Office of Lead Hazard Control and Healthy Homes 451 Seventh Street, SW Room 8236 Washington, DC 20410</b>	
		8a. Name of Administrator <b>Markquonda Mathis</b>	8b. Telephone Number <b>202-402-5120</b>
10. Recipient Project Manager <b>Dr. Mary Manogin, 601-960-1861 <a href="mailto:mmanogin@city.jackson.ms.us">mmanogin@city.jackson.ms.us</a></b>		9. HUD Government Technical Representative <b>Bruce Bailey 202-402- 6249 <a href="mailto:Bruce.E.Bailey@hud.gov">Bruce.E.Bailey@hud.gov</a></b>	
11. Assistance Arrangement <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input type="checkbox"/> Fixed Price	12. Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input checked="" type="checkbox"/> Automated Clearinghouse	13. HUD Payment Office <b>U.S. Dept. of HUD CFO Accounting Center, 6AF 801 Cherry St., Unit #45 Ste. 2500 Fort Worth, TX 76102</b>	
14. Assistance Amount		15. HUD Accounting and Appropriation Data	
Previous HUD Amount	<b>\$0.00</b>	8621/230174 22LRHH/LRHHI HH1 00/98- \$1,581,981.13	15b. Reservation number  <b>HHP22-18</b>
HUD Amount this action	<b>\$1,581,981.13</b>		
Total HUD Amount	<b>\$1,581,981.13</b>	Amount Previously Obligated	<b>\$0.00</b>
Recipient Amount	<b>\$ 0.00</b>	Obligation by this action	<b>\$1,581,981.13</b>
Total Instrument Amount	<b>\$1,581,981.13</b>	Total Obligation	<b>\$1,581,981.13</b>

16. Description

**Employer Identification: 646000503**


**DUNS: 1997327310000**

**Program: HH1**

This instrument sets forth the agreement between the parties as to all terms and conditions and provisions herein. By signing this award document, the Grantee certifies that it is in compliance with all administrative and financial provisions of this award. This grant instrument consists of the following, some of which are incorporated by reference:

- Cover Page, HUD 1044
- FY 2022 Terms and Conditions
- Statement of Work/Work Plan/Benchmark Standards
- Grantee's financial and technical proposal
- Mutually agreed and negotiated proposal changes
- Abstract of grant activities
- Lead Hazard Control Program Policy Guidance Issuances "PGI-2015-01- Clarification of Costs for LHRD and LBPHC Grant Programs"
- TITLE 2: GRANTS AND AGREEMENTS - PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS** <https://www.ecfr.gov/current/title-2/part-200>
- Notice of Grant Opportunity announced in GRANTS.GOV FR-6500-N-44 Posted date: 09/21/2021

**Period of Performance: April 1, 2022 to October 1, 2025 - 42 months**

17. <input checked="" type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office		18. <input type="checkbox"/> Recipient is not required to sign this document.	
19. Recipient (By Name)		20. HUD (By Name) <b>Markquonda Mathis, Grant Officer</b>	
Signature & Title	Date (mm/dd/yyyy)	Signature & Title	Date (mm/dd/yyyy)
			01/04/2022

**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, AUGUST 31, 2021 10:00 A.M.**

459

Thereafter, President Lindsay called for a vote on said Order as amended:

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A FIVE (5) YEAR LEASE AGREEMENT FOR THE LEASE OF OFFICE SPACE FOR PRECINCT 4.**

**WHEREAS**, the City of Jackson Police Department currently leases space for Precinct 4 at 5080 Parkway Drive, Jackson, Mississippi; and

**WHEREAS**, the current lease is set to expire on August 31, 2021; and

**WHEREAS**, Colonial Mart Retail, LLC has offered the 1st Amendment to Lease for a term of five (5) years at a cost of \$4,289.00 per month, with an option to terminate at the end of each year at a cost of \$1,000.00 per year for each year remaining in the lease; and

**WHEREAS**, the City of Jackson Police Department has funds in its General Fund to cover this expense.

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute a lease agreement with Colonial Mart Retail LLC for five (5) years.

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

Nays – None.

Absent – None.

\*\*\*\*\*

There came for consideration Agenda Item No. 28:

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY ACCESS AGREEMENT BETWEEN THE CITY OF JACKSON AND GREAT CITY MS FOUNDATION FOR JAMIE FOWLER BOYLE PARK TO PERFORM INSPECTIONS, SURVEYING, SOIL AND ENVIRONMENTAL TESTING, SITE TOURS, AND SURFACE MAINTENANCE WITH AN OBJECTIVE TO DEVELOP A PEDESTRIAN BRIDGE AND TRAIL.** President Lindsay stated said item was pulled by the Administration.

\*\*\*\*\*

**ORDER AUTHORIZING THE MAYOR 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.**

**WHEREAS**, the overarching purpose of the Office of Lead Hazard Control and Healthy Homes is to assist states, cities, counties/parishes, Native American Tribes or other units of local government in undertaking comprehensive programs to identify and control housing-based health hazards in eligible privately-owned rental or owner-occupied housing; and

**WHEREAS**, Jackson has an aged housing stock and research has proven that residents of older homes are at higher risk of being exposed to health hazards such as mold, lead-based paint, asthma triggers, etc. Therefore, healthy homes production programs are essential for existing and future housing rehabilitation programs; and

**WHEREAS**, the Department of Planning and Development, through its Office of Housing and Community Development, is requesting approximately \$2,000,000.00 from the U.S. Department of Housing and Urban Development's Office Lead Hazard Control and Healthy Homes under the Fiscal Year (FY) 2021 Healthy Homes Production Grant Program; and

**WHEREAS**, applicants are required to provide a 10% match of requested grant funds; and

**WHEREAS**, the required matching funds will be contributed through CDBG funds of \$200,000.00 and will be provided over the four (4) year time period for the grant.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute any and all documents and agreements necessary to apply for, accept and administer the U. S. Department of Housing and Urban Development's Office of Lead Hazard Control and Healthy Homes Healthy Homes Production Grant.

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

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

Nays – None.

Absent – None.

\*\*\*\*\*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH 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 #2020-1218 – 1816 WALTHAM STREET– \$5,000.00.**

**WHEREAS**, on September 1, 2020, 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 August 4, 2020 for Case# 2020-1218 located in Ward 5 of the City of Jackson; and

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

**WHEREAS**, ACA Demolition & Project Group, LLC appeared next on the rotation list and through its representative, Elton Smith, agreed to demolish 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 and welfare for the parcel located at 1816 Waltham Street for the sum of \$5,000.00; and

**WHEREAS**, ACA Demolition & Project Group, LLC has a principal office address of 120 Hillcroft Place Jackson, Mississippi 39211.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with ACA Demolition & Project Group, LLC to demolish structure, foundation, steps, and driveway and/or cut vegetation and remedy conditions on the property located at 1816 Waltham Street deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$5,000.00 shall be paid to ACA Demolition & Project Group, LLC for the services provided from funds budgeted for the Division.

**Council Member Stokes** 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 THE CONTRACT AND RELATED DOCUMENTS WITH THE UNIVERSITY OF MISSISSIPPI ON BEHALF OF THE MISSISSIPPI SMALL BUSINESS DEVELOPMENT CENTER STATE OFFICE FOR A SUB-AWARD GRANT IN THE AMOUNT OF \$132,431.00**

**2025 RAYMOND RD** Jackson, MS 39204

 **Feedback**



**Name**

Name this location...

**Property Owner**

**Name**

FINCH DELORES

Phone

Email

Address

2025 RAYMOND RD,JACKSON MS 39204,

Flags 

[+ Add Flag](#)

FLOOD ZONE: AE	FLOOD ZONE: 0.2 PCT ANNUAL CHANCE FLOOD HAZARD	ZONING: R-1
CURRENT LAND USE: LOW DENSITY RESIDENTIAL	PRECINCT: 1	TRACT: 28049011001
WARD: 4	ZIP CODE: 39204	BUILDING CONDITION: SOUND

[Edit](#)

### Details

Zoning

--

Building Type

--

Occupancy

--

MBL

837-84

Year Built

1953

Book Page

--

Lot Area

--

Water

--

Sewage

--

Subdivision

--

Add a note...

Notes 

## Attachments

### Records

#	Type	Date Submitted	Status
RED-24-63	PLANNING & DEVELOPMENT RE...	Mar. 13, 2024	<a href="#">ACTIVE</a>
HHPG-23-47	2023 Healthy Homes Production ...	May. 23, 2023	<a href="#">ACTIVE</a>
RES-15-430	Residential Building Permit - New ...	Nov. 2, 2015	<a href="#">COMPLETE</a>
RES-14-895	Residential Building Permit - New ...	Jun. 23, 2014	<a href="#">COMPLETE</a>
ELEC-14-395	Electrical Permit	Jan. 30, 2014	<a href="#">COMPLETE</a>

### Units

[+ Add Unit](#)

#

Main Building





28





**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, CARL E FRAZIER, FRANCES A FRAZIER AND BENJAMIN WIGGINS REMODELING 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) from the U.S. Department of Housing and Urban Development, Office of Lead Hazard Control; and

**WHEREAS**, the period of performance during which the City is authorized to issue said grant funds is from April 1, 2022, through October 1, 2025; and

**WHEREAS**, the Lead Hazard Control Grant, Health Supplemental Funds, and Healthy Homes Production Grant are resources awarded to the City of Jackson to educate, test, abate, remediate, and reduce lead hazards and other health risks in homes to qualified residents of Jackson, MS; and

**WHEREAS**, all homes and rental units selected for participation for Lead-Based Paint hazard control and Healthy Homes Production Grant will meet the eligibility requirements established by Title X (The Residential Lead-Based Paint Hazard Reduction Act of 1992), the Notice of Funding Availability for HUD's Fiscal Year 2019 Lead-Based Paint Hazard control Grant Program, 24 CFR Part 35, EPA Standards found within 40 CFR Part 745 and other Administrative Guidance issued by HUD for which the City of Jackson's Healthy Homes Production Grant staff is responsible for determining eligibility and selection of units; and

**WHEREAS**, the Office of Housing and Community Development advertised for qualifications from contractors capable of performing the rehabilitation activities and received responses from multiple contractors; and

**WHEREAS**, the Office of Housing and Community Development developed a scope of work for property located at **2053 Scanlon Drive, Jackson, Mississippi** and requested that multiple contractors provide quotes for the work to be performed; and

**WHEREAS**, the scope of work for 2053 Scanlon Drive was as follows: **Repair wall behind washing machine; remove and replace ceiling light fixture assembly including all applicable hardware and trim; remove and replace vent/light combo assembly including all applicable hardware and trim in bathroom; remove and replace ceiling light fixture assembly including all applicable hardware and trim; repair toilet tank, remove and replace 60" walk-in-shower stall assembly including all applicable hardware, trim, and bracing for grab bars; remove and replace shower valve assembly including all applicable hardware and trim; install 2 grab bars in shower including all applicable hardware and trim; remove**

Agenda Item # 28  
July 2, 2024  
(Keeton, Lumumba)

carpet in all bedrooms, hallway, living and dining room and install new linoleum flooring; and remove and replace all HVAC registers; and

WHEREAS, on or about **March 29, 2024**, OHCD received three (3) quotes from qualified, licensed, and certified contractors, to complete the above-referenced scope of work; and

WHEREAS the quotes received were as follows: (1) **Benjamin Wiggins Remodeling \$9,998.00**; (2) **A1N1 Maint \$12,500.00** and (3) **Multi-Con, Inc. \$16,791.00**; and

WHEREAS, on **April 2, 2024**, OHCD received a letter of acceptance from **Ben Wiggins Remodeling** agreeing to perform the work at **2053 Scanlon Drive, Jackson, Mississippi** for the sum of **nine thousand nine hundred ninety-eight dollars (\$9,998.00)** and

WHEREAS, the terms of the agreement with **Benjamin Wiggins Remodeling, Carl E Frazier, and Frances A Frazier** are as follows:

SECTION 1 – LABOR, MATERIALS AND WORK WRITE-UP

CONTRACTOR shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the "Work Write-Up" and described in the specifications and other Contract Documents prepared for HOMEOWNER NAME by the Housing Program Inspector, and attached hereto as "**Attachment A**" and made a part hereof for the total sum of **DOLLAR AMOUNT WORD FORM 30/100 (\$00,000)**. The total sum provided to complete said work to be performed on the structure(s)/property located at HOMEOWNER FULL ADDRESS, all in accordance with terms of the Contract Documents is being provided to the HOMEOWNER in the form of a grant and is secured by the Lien Notice and Restriction on Transfer, which will be filed at the Hinds County Chancery Clerk as attached hereto as "**Attachment B**".

SECTION 2 – SCOPE OF WORK

CONTRACTOR acknowledges that it has prepared the CONTRACTOR'S Proposal as attached hereto as "**Attachment C**" and made a part hereof and that such proposal is accurate and consistent as to the name of CONTRACTOR, scope of work that the CONTRACTOR will undertake and price. CONTRACTOR acknowledges that the performance requirement established in the write-up and warrants that all work undertaken will conform to said specifications.

SECTION 3 – TIME OF COMPLETION/ NOTICE TO PROCEED

The Homeowner(s)/Office of Housing and Community Development (OHCD) shall issue a written Notice to Proceed within five (5) working days from the date this Agreement is fully executed, accepting the CONTRACTOR'S bid and proposal, provided the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Homeowner(s)/OHCD.

The CONTRACTOR shall commence working within ten (10) working days after issuance of the "Notice to Proceed." Lead remediation, intervention, interim controls, abatement, lead work, and any other work pertaining to the removal or containment of lead base paint hazards must be completed and initially cleared with ten (10) working days. After which any remaining work not pertaining to the removal or containment of lead hazards shall be completed within twenty (20) working days. After all work is completed a final clearance test shall be performed to ensure lead hazards have been properly removed and/or contained. The entire contract shall be enforceable for a period not to exceed thirty (30) working

OFFICE OF THE CITY ATTORNEY  
Benjamin Wiggins

days.

Failure to complete said work by the aforementioned date will warrant a Notice to Failure to be mailed to the CONTRACTOR at the address furnished herein, and shall automatically levy a charge to the CONTRACTOR of fifty dollars (\$50.00) daily to be deducted from the contract price until the job is satisfactorily completed. The Homeowner/OHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

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

#### SECTION 4 –SPECIFICATIONS, CODES AND REGULATIONS

CONTRACTOR shall comply with all appropriate specifications, including the general conditions provided separately to the CONTRACTOR and codes referred to and with all regulations, ordinances and laws of the City of Jackson, the State of Mississippi, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors.

#### SECTION 5 - INSURANCE

In carrying out the work herein proposed, the CONTRACTOR will maintain, as a minimum, the following insurance coverage:

- A. CONTRACTOR shall, at its expense, carry General Liability Insurance, with maximum limits not less than \$1,000,000 aggregate and \$1,000,000 each occurrence for bodily injury and \$1,000,000 aggregate and \$1,000,000 each occurrence for property damage.
- B. CONTRACTOR shall comply, at its expense, with all applicable provisions of the Workman's Compensation, unemployment compensation, sickness and disability and social security laws, and all other local, state and federal laws or regulations relating to employment.
- C. CONTRACTOR shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits not less than \$500,000 for one accident and Automotive Property Damage Insurance with maximum limits not less than \$250,000 for one accident to protect from all claims arising from the use of the following:
  - (1) CONTRACTOR's own automobiles and trucks
  - (2) Hired automobiles and trucks
  - (3) Automobiles and trucks owned by subcontractors

The aforementioned is to cover use of automobiles and trucks on and off the project sites.

- D. CONTRACTOR shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as the named insured and their servants, agents and employees as additional insured in amounts not less than bodily injury in the amount of \$500,000 for each person and \$1,000,000 aggregate and property damage liability in the amount of \$250,000 for each occurrence for damages arising out of an injury or destruction of property and a total (or aggregate) limit of \$500,000 for all damages arising out of injury to or destruction of property during the policy period.

- E. CONTRACTOR shall provide copies of such certificates before commencement of work, but this action will not relieve the CONTRACTOR of its independent obligation to obtain such insurance.

The CONTRACTOR shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the City. If a part of this contract is sublet, the CONTRACTOR shall require each Subcontractor to carry insurance of the same kinds and in like amounts carried by the prime CONTRACTOR.

Certificates of insurance shall state that thirty (30) days written notice will be given to the CITY before the policy is canceled or changed. No CONTRACTOR or Subcontractor will be allowed to start any work pertaining to the Agreement until certificates of all insurance required herein are filed with and approved by the CITY. The Certificates shall show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

*[Handwritten signature]*  
OFFICE OF THE CITY ATTORNEY

#### SECTION 6 – ASBESTOS & LEAD BASED PAINT COMPLIANCE

- A. CONTRACTOR shall comply with the provisions of 29 CFR Part 1926(OSHA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:

1. The CONTRACTOR shall contact the CITY'S inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
2. The CONTRACTOR shall conduct air quality monitoring when appropriated for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 µg/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.
3. The CONTRACTOR shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
4. The CONTRACTOR shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
5. The CONTRACTOR shall make proper facilities available for worker hygiene when entering or exiting a work area.
6. The CONTRACTOR shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
7. The CONTRACTOR shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)
8. The CONTRACTOR shall comply with all relevant MS Laws as well as federal laws at, 24 CFR 35 governing lead-based paint conditions in residential structures, EPA regulations at 40 CFR Part 61 governing asbestos, OSHA worker protection regulations, and any other relevant State and Federal lead-based paint regulations.

- B. CONTRACTOR shall agree to hire and secure a certified lead abatement agent to perform any lead work that requires abatement and/or supervision of lead work to ensure the unit is properly contained while lead is being abated or contained. The CONTRACTOR also acknowledges and agrees that any lead work completed that does not require abatement, but can be contained

through Renovation, Repair, and Painting (RRP) should be conducted by a licensed RRP certified firm. The CONTRACTOR shall furnish the credentials of the abatement agent and/or the RRP firm at the request of CITY and/or HOMEOWNER.

- C. CONTRACTOR and any subcontractors or agents shall comply with all relevant State and Federal Laws pursuant to 24 CFR 35.134(b) clearance regulations. The CONTRACTOR acknowledges and agrees that the unit will not be completed until all clearances have been performed and achieved. If dwelling has not been cleared of lead risk hazards based on the lab results from the clearance measurements, the risk assessor will repeat clearance procedures until clearance is achieved at the expense of the contractor.

#### SECTION 7 – PERMITS AND LICENSES

The CONTRACTOR shall obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

#### SECTION 8 – DEBRIS AND MATERIAL REMOVAL

The CONTRACTOR shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the CONTRACTOR, unless specifically spelled-out otherwise in the "Work write-up." The CONTRACTOR shall also dispose of demolition debris in compliance with State and Federal laws.

#### SECTION 9 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this contract without the prior written consent of the other. CONTRACTOR is responsible for all work carried out by all subcontractors.

CONTRACTOR shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the CITY or its designees or agents, members of the governing body of the CITY, any other public official of such locality who exercises any functions or responsibilities with respect to the Neighborhood Enhancement Division giving rise to this contract during his or her tenure or for one year thereafter.

#### SECTION 10 – SUCCESSORS AND ASSIGNS

The CITY, HOMEOWNER(S) and the CONTRACTOR each bind itself, partners, successors, receivers, administrators and assigns to the other party to this contract, and to the partners, successors, receivers, administrators, and assigns of each other party in respect of all covenants of this contract.

#### SECTION 11 – NOTICES

All notices, requests, demands, or other communications required by this Agreement, or desired to be given or made by either of the parties to the other hereto, shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

OFFICE OF THE CITY ATTORNEY  
*David J. ...*

**CITY OF JACKSON, MISSISSIPPI**

Attention: Deputy Director OHCD  
218 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017 Jackson, MS 39209

**CONTRACTOR COMPANY NAME**

Attention: Ben Wiggins  
1619 Central Street  
Jackson MS 39203  
601-209-4823

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

**SECTION 12 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM**

A. **Defaults and Termination for Cause.** If the CONTRACTOR (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the CONTRACTOR which would impair the CONTRACTOR's ability to perform its obligations hereunder, or (iii) should any of the CONTRACTOR's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the CONTRACTOR terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to CONTRACTOR concerning actions to be taken in order to affect the rescission or termination of the contract, and CONTRACTOR agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

D. **Termination for Convenience.** The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be affected by delivering to the CONTRACTOR a notice of termination specifying the date upon which such termination becomes effective. The Notice of Termination shall include reasonable instructions to the CONTRACTOR concerning actions to be taken in insuring that the termination is effective. CONTRACTOR agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the CONTRACTOR's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

**SECTION 13 - FEDERAL GRANTS**

CONTRACTOR agrees to comply with federal regulations or restrictions as may be required by the terms of such LHCG, HHSF, and CDBG federal funding. In the event any other federal grants or funding becomes available, the CONTRACTOR agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

**SECTION 14 - GOVERNING LAW AND LEGAL REMEDIES**

This agreement shall be governed by the laws of the State of Mississippi. The CONTRACTOR expressly agrees that under no circumstances shall the CITY be obligated to pay attorney's fees or the cost of legal action against the CONTRACTOR.

**SECTION 15 - INDEMNIFICATION**

The CONTRACTOR agrees to indemnify and hold CITY and HOMEOWNER(S) harmless from and against



any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, including governmental and physician claims and creditor, reasonable attorney and other professional fees and costs arising out of or in connection with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the CONTRACTOR, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

The CONTRACTOR further agrees to indemnify the CITY for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the CONTRACTOR's negligence or wrongful failure to perform.

#### SECTION 16 – LIEN WAIVERS

The CONTRACTOR agrees to protect, defend, and indemnify the CITY and HOMEOWNER(S) from any claims for unpaid work, labor or materials with respect to CONTRACTOR'S performance. Final payment shall not be due until the CONTRACTOR has delivered to the CITY and HOMEOWNER complete release of all liens for work completed arising out of CONTRACTOR'S performance or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the CITY and HOMEOWNER(s) indemnifying them against any lien.

#### SECTION 17 – GUARANTY

The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Contractor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The CITY will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the CITY may, after giving thirty (30) days' notice to the CONTRACTOR, do so and charge the CONTRACTOR the cost thereby incurred. The CITY will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

#### SECTION 18 – NO AGENCY

The CONTRACTOR is an independent contractor providing services to the HOMEOWNER(S) and the employees, agents, and servants of the CONTRACTOR shall in no event be considered to be the employees, agents, or servants of the HOMEOWNER(S) or CITY. This Agreement is not intended to create an agency relationship between the CONTRACTOR and the HOMEOWNER(S) or CITY.

#### SECTION 19 – HEADINGS

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

#### SECTION 20 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

OFFICE OF THE CITY ATTORNEY  
*Lawrence J. ...*

- A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The CONTRACTOR will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the CONTRACTOR and the CITY that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. If the CONTRACTOR shall fail to complete the work within the Contract time or extension of time granted by the CITY, then the CONTRACTOR may be required to pay to the City the amount of \$50 per day for liquidated damages as specific in the Bid for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the contract documents.
- D. The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the CITY,
1. To any preference, priority or allocation order duly issued by the CITY.
  2. To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, Acts of God, or of the public enemy, acts of the CITY, acts of another CONTRACTOR in the performance of a contract with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
  3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).
- E. In the event that CONTRACTOR fails in any of its obligations under this Section, the CITY may take one or more of the following actions to protect its interests:
1. Suspend the performance of the agreement until CONTRACTOR provides assurances that it intends to adhere to the said Standards of Professional Conduct;
  2. Terminate this Agreement upon giving three (3) days' written notice of CONTRACTOR's failure to adhere to the terms of this Section;
  3. Debar CONTRACTOR from future work for CITY for a period not less than six (6) months. CONTRACTOR shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or
  4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

CONTRACTOR shall include in every subcontract identical language to this Section and CONTRACTOR shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject CONTRACTOR to the remedies available to CITY for CONTRACTOR's failure to adhere to the requirements of this Section.

OFFICE OF THE CITY CLERK  
JAN FORREY



SECTION 21 – PROHIBITION OF KICKBACKS

CONTRACTOR nor any of its officers, partners, owners, agents, representative, employees, or parties in interest has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the contractor for which the attached proposal has been submitted or to reframe from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with another proposer, firm, or person to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the CITY or any person interested in the proposed contract; and

OFFICE OF THE CITY CLERK  
MAY 14 2014

The price or prices quoted are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer any of its agents, representative owners, employees, or parties in interest, including the affiant as so certified and attached hereto as "**Attachment D**" and made a part hereof.

SECTION 22 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPROSE UTILIZATION

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.
- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, an notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR'S commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. The CONTRACTOR will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 23 – TRAINING AND EMPLOYMENT OF LOWER INCOME RESIDENTS OF PROJECT AREA

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

*Ann Johnson*

OFFICE OF THE CITY ATTORNEY

**SECTION 24 – PAYMENT**

- A. The City shall pay the CONTRACTOR within 30 days but no later than 45 days of completion of the project upon receipt of final invoice and certification of satisfactory completion by the Office of Housing and Community Development.
- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to CONTRACTOR.

**IT IS THEREFORE ORDERED** that the Mayor is authorized to execute any and all documents necessary to enter into a contract with **Ben Wiggins Remodeling, Carl Frazier, and Frances Frazier** to repair the property located at **2053 Scanlon Drive, Jackson, MS 39204** under the Healthy Homes Production Grant program.

**IT IS FURTHER ORDERED** that the total amount expended under the contract shall not exceed **\$9,998.00**.

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

DATE: 4/10/2024

	POINTS	COMMENTS																									
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, CARL E FRAZIER, FRANCES A FRAZIER AND BENJAMIN WIGGINS REMODELING 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	Rehabilitation of property located at 2053 Scanlon Drive																									
5.	Schedule (beginning date)	Upon approval of council																									
6.	Location: WARD 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	(\$9,998.00) 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	<table border="0"> <tr> <td>ABE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>AABE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>WBE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>HBE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>NABE _____ %</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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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:** June 11, 2024

**SUBJECT:** Agenda Item for April 23rd 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 2053 Scanlon Drive, Jackson, MS, 39204.

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

*Carrie Johnson*  
OFFICE OF THE CITY ATTORNEY

This, **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, CARL E FRAZIER, FRANCES A FRAZIER AND BENJAMIN WIGGINS REMODELING 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** has been reviewed by me and is legally sufficient for placement in NOVUS Agenda System

*Drew Martin*  
Drew Martin, City Attorney

*6/11/24*  
Date

*Sondra D. Moncure*  
Sondra Moncure, Special Assistant CA

*Carrie Johnson*  
Carrie Johnson, Sr Deputy CA





**CITY OF JACKSON, MISSISSIPPI**  
Department of Planning & Development – Office of Housing and Community  
Development – Neighborhood Enhancement Division

OFFICE OF THE CITY ATTORNEY  
*James Johnson*

**HEALTHY HOMES PRODUCTION GRANT PROGRAM  
(HOMEOWNER) CONTRACT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter called (“CITY”), **HOMEOWNER NAME** hereinafter called (“HOMEOWNER”), whose address is **HOMEOWNER FULL ADDRESS** and **CONTRACTOR COMPANY NAME**, having its principal place of business at **CONTRACTOR COMPANY ADDRESS** and mailing address of **CONTRACTOR COMPANY ADDRESS**, hereinafter called the (“CONTRACTOR.”)

WHEREAS, the CITY is the recipient of Healthy Homes Production Grant (HHPG and/or Community Development Block Grant (CDBG) federal funds that can be used for the rehabilitation, interim controls, intervention, and/or remediation of lead hazards of housing within the CITY’s limits; and

WHEREAS, the HOMEOWNER, assisted with these grants funds is the primary resident and owner of the subject property and meets the eligibility requirements as set forth in the Residential Lead Based Paint Hazard Reduction Act of 1992 – Title X; and

WHEREAS, the CITY has decided to retain professional contractors for the rehabilitation services; and

WHEREAS, on \_\_\_\_\_ the governing authorities for the City of Jackson authorized the Mayor to execute a contract with the CONTRACTOR and HOMEOWNER related to rehabilitation of property located at \_\_\_\_\_; and

WHEREAS, the CONTRACTOR is willing to render such professional rehabilitation services in accordance with this Agreement for the consideration and upon the terms hereinafter stated.

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein set forth, the parties hereto agree as follows:

**SECTION 1 – LABOR, MATERIALS AND WORK WRITE-UP**

CONTRACTOR shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the “Work Write-Up” and described in the specifications and other Contract Documents prepared for **HOMEOWNER NAME** by the Housing Program Inspector, and attached hereto as “Attachment A” and made a part hereof for the total sum of DOLLAR AMOUNT WORD FORM 30/100 (\$00,000). The total sum provided to complete said work to be performed on the structure(s)/property located at **HOMEOWNER FULL ADDRESS**, all in accordance with terms of the Contract Documents is being provided to the HOMEOWNER in the form of a grant and is secured by the Lien Notice and Restriction on Transfer, which will be filed at the Hinds County Chancery Clerk as attached hereto as

**"Attachment B"**

OFFICE OF THE  
CLERK OF THE  
COURT  
JACKSON, MISSISSIPPI

**SECTION 2 – SCOPE OF WORK**

CONTRACTOR acknowledges that it has prepared the CONTRACTOR's Proposal as attached hereto as **"Attachment C"** and made a part hereof and that such proposal is accurate and consistent as to the name of CONTRACTOR, scope of work that the CONTRACTOR will undertake and price. CONTRACTOR acknowledges that the performance requirement established in the write-up and warrants that all work undertaken will conform to said specifications.

**SECTION 3 – TIME OF COMPLETION/ NOTICE TO PROCEED**

The Homeowner(s)/Office of Housing and Community Development (OHCD) shall issue a written Notice to Proceed within five (5) working days from the date this Agreement is fully executed, accepting the CONTRACTOR'S bid and proposal, provided the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Homeowner(s)/OHCD.

The CONTRACTOR shall commence working within ten (10) working days after issuance of the "Notice to Proceed." Lead remediation, intervention, interim controls, abatement, lead work, and any other work pertaining to the removal or containment of lead base paint hazards must be completed and initially cleared with ten (10) working days. After which any remaining work not pertaining to the removal or containment of lead hazards shall be completed within twenty (20) working days. After all work is completed a final clearance test shall be performed to ensure lead hazards have been properly removed and/or contained. The entire contract shall be enforceable for a period not to exceed thirty (30) working days.

Failure to complete said work by the aforementioned date will warrant a Notice to Failure to be mailed to the CONTRACTOR at the address furnished herein, and shall automatically levy a charge to the CONTRACTOR of fifty dollars (\$50.00) daily to be deducted from the contract price until the job is satisfactorily completed. The Homeowner/OHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

**SECTION 4 – SPECIFICATIONS, CODES AND REGULATIONS**

CONTRACTOR shall comply with all appropriate specifications, including the general conditions provided separately to the CONTRACTOR and codes referred to and with all regulations, ordinances and laws of the City of Jackson, the State of Mississippi, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors.

*David J. ...*  
ATTORNEY

SECTION 5 - INSURANCE

In carrying out the work herein proposed, the CONTRACTOR will maintain, as a minimum, the following insurance coverage:

- A. CONTRACTOR shall, at its expense, carry General Liability Insurance, with maximum limits not less than \$1,000,000 aggregate and \$1,000,000 each occurrence for bodily injury and \$1,000,000 aggregate and \$1,000,000 each occurrence for property damage.
- B. CONTRACTOR shall comply, at its expense, with all applicable provisions of the Workman's Compensation, unemployment compensation, sickness and disability and social security laws, and all other local, state and federal laws or regulations relating to employment.
- C. CONTRACTOR shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits not less than \$500,000 for one accident and Automotive Property Damage Insurance with maximum limits not less than \$250,000 for one accident to protect from all claims arising from the use of the following:
  - (1) CONTRACTOR's own automobiles and trucks
  - (2) Hired automobiles and trucks
  - (3) Automobiles and trucks owned by subcontractors

The aforementioned is to cover use of automobiles and trucks on and off the project sites.

- D. CONTRACTOR shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as the named insured and their servants, agents and employees as additional insured in amounts not less than bodily injury in the amount of \$500,000 for each person and \$1,000,000 aggregate and property damage liability in the amount of \$250,000 for each occurrence for damages arising out of an injury or destruction of property and a total (or aggregate) limit of \$500,000 for all damages arising out of injury to or destruction of property during the policy period.
- E. CONTRACTOR shall provide copies of such certificates before commencement of work, but this action will not relieve the CONTRACTOR of its independent obligation to obtain such insurance.

The CONTRACTOR shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the City. If a part of this contract is sublet, the CONTRACTOR shall require each Subcontractor to carry insurance of the same kinds and in like amounts carried by the prime CONTRACTOR.

Certificates of insurance shall state that thirty (30) days written notice will be given to the CITY before the policy is canceled or changed. No CONTRACTOR or Subcontractor will be allowed to start any work pertaining to the Agreement until certificates of all insurance required herein are filed with and approved by the CITY. The Certificates shall show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

SECTION 6 – ASBESTOS & LEAD BASED PAINT COMPLIANCE

- A. CONTRACTOR shall comply with the provisions of 29 CFR Part 1926(OSHA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:
1. The CONTRACTOR shall contact the CITY'S inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
  2. The CONTRACTOR shall conduct air quality monitoring when appropriated for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 µg/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.
  3. The CONTRACTOR shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
  4. The CONTRACTOR shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
  5. The CONTRACTOR shall make proper facilities available for worker hygiene when entering or exiting a work area.
  6. The CONTRACTOR shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
  7. The CONTRACTOR shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH").
  8. The CONTRACTOR shall comply with all relevant MS Laws as well as federal laws at, 24 CFR 35 governing lead-based paint conditions in residential structures, EPA regulations at 40 CFR Part 61 governing asbestos, OSHA worker protection regulations, and any other relevant State and Federal lead-based paint regulations.
- B. CONTRACTOR shall agree to hire and secure a certified lead abatement agent to perform any lead work that requires abatement and/or supervision of lead work to ensure the unit is property contained while lead is being abated or contained. The CONTRACTOR also acknowledges and agrees that any lead work completed that does not require abatement, but can be contained through Renovation, Repair, and Painting (RRP) should be conducted by a licensed RRP certified firm. The CONTRACTOR shall furnish

*[Handwritten Signature]*  
OFFICE OF THE CITY CLERK

the credentials of the abatement agent and/or the RRP firm at the request of CITY and/or HOMEOWNER.

- C. CONTRACTOR and any subcontractors or agents shall comply with all relevant State and Federal Laws pursuant to 24 CFR 35.134(b) clearance regulations. The CONTRACTOR acknowledges and agrees that the unit will not be completed until all clearances have been performed and achieved. If dwelling has not been cleared of lead risk hazards based on the lab results from the clearance measurements, the risk assessor will repeat clearance procedures until clearance is achieved at the expense of the contractor.

#### SECTION 7 – PERMITS AND LICENSES

The CONTRACTOR shall obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

#### SECTION 8 – DEBRIS AND MATERIAL REMOVAL

The CONTRACTOR shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the CONTRACTOR, unless specifically spelled-out otherwise in the "Work write-up." The CONTRACTOR shall also dispose of demolition debris in compliance with State and Federal laws.

#### SECTION 9 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this contract without the prior written consent of the other. CONTRACTOR is responsible for all work carried out by all subcontractors.

CONTRACTOR shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the CITY or its designees or agents, members of the governing body of the CITY, any other public official of such locality who exercises any functions or responsibilities with respect to the Neighborhood Enhancement Division giving rise to this contract during his or her tenure or for one year thereafter.

#### SECTION 10 – SUCCESSORS AND ASSIGNS

The CITY, HOMEOWNER(S) and the CONTRACTOR each bind itself, partners, successors, receivers, administrators and assigns to the other party to this contract, and to the partners, successors, receivers, administrators, and assigns of each other party in respect of all covenants of this contract.

#### SECTION 11 – NOTICES

All notices, requests, demands, or other communications required by this Agreement, or desired to be given or made by either of the parties to the other hereto, shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to

OFFICE OF THE CITY ATTORNEY  
*Handwritten signature*

the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

**CITY OF JACKSON, MISSISSIPPI**  
Attention: Deputy Director OHCD  
218 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**CONTRACTOR COMPANY NAME**  
Attention: Joe Collins  
President  
4604 Wornack Drive  
Jackson, MS 39209  
601-922-7777

*Handwritten signature*  
OFFICE OF THE CITY CLERK  
CITY OF JACKSON, MISSISSIPPI

**SECTION 12 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM**

A. **Defaults and Termination for Cause.** If the CONTRACTOR (i) shall violate any substantial

provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the CONTRACTOR which would impair the CONTRACTOR's ability to perform its obligations hereunder, or (iii) should any of the CONTRACTOR's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the CONTRACTOR terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to CONTRACTOR concerning actions to be taken in order to affect the rescission or termination of the contract, and CONTRACTOR agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

D. **Termination for Convenience.** The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be affected by delivering to the CONTRACTOR a notice of termination specifying the date upon which such termination becomes effective. The Notice of Termination shall include reasonable instructions to the CONTRACTOR concerning actions to be taken in insuring that the termination is effective. CONTRACTOR agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the CONTRACTOR's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

**SECTION 13 - FEDERAL GRANTS**

CONTRACTOR agrees to comply with federal regulations or restrictions as may be required by the terms of such LHCG, HHSF, and CDBG federal funding. In the event any other federal grants or funding becomes available, the CONTRACTOR agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

SECTION 14 - GOVERNING LAW AND LEGAL REMEDIES

This agreement shall be governed by the laws of the State of Mississippi. The CONTRACTOR expressly agrees that under no circumstances shall the CITY be obligated to pay attorney's fees or the cost of legal action against the CONTRACTOR.

SECTION 15 - INDEMNIFICATION

The CONTRACTOR agrees to indemnify and hold CITY and HOMEOWNER(S) harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, including governmental and physician claims and creditor, reasonable attorney and other professional fees and costs arising out of or in connection with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the CONTRACTOR, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

*Handwritten signature*  
OFFICE OF THE CITY CLERK

The CONTRACTOR further agrees to indemnify the CITY for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the CONTRACTOR's negligence or wrongful failure to perform.

SECTION 16 - LIEN WAIVERS

The CONTRACTOR agrees to protect, defend, and indemnify the CITY and HOMEOWNER(S) from any claims for unpaid work, labor or materials with respect to CONTRACTOR's performance. Final payment shall not be due until the CONTRACTOR has delivered to the CITY and HOMEOWNER complete release of all liens for work completed arising out of CONTRACTOR'S performance or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the CITY and HOMEOWNER(s) indemnifying them against any lien.

SECTION 17 - GUARANTY

The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Contractor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The CITY will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the CITY may, after giving thirty (30) days' notice to the CONTRACTOR, do so and charge the CONTRACTOR the cost thereby incurred. The CITY will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

SECTION 18 – NO AGENCY

The CONTRACTOR is an independent contractor providing services to the HOMEOWNER(S) and the employees, agents, and servants of the CONTRACTOR shall in no event be considered to be the employees, agents, or servants of the HOMEOWNER(S) or CITY. This Agreement is not intended to create an agency relationship between the CONTRACTOR and the HOMEOWNER(S) or CITY.

SECTION 19 – HEADINGS

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

SECTION 20 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The CONTRACTOR will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the CONTRACTOR and the CITY that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. If the CONTRACTOR shall fail to complete the work within the Contract time or extension of time granted by the CITY, then the CONTRACTOR may be required to pay to the City the amount of \$50 per day for liquidated damages as specific in the Bid for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the contract documents.
- D. The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the CITY,
  - 1. To any preference, priority or allocation order duly issued by the CITY.
  - 2. To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, Acts of God, or of the public enemy, acts of the CITY, acts of another CONTRACTOR in the performance of a contract with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
  - 3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).
- E. In the event that CONTRACTOR fails in any of its obligations under this Section, the CITY may take one or more of the following actions to protect its interests:

*Lawrence M. ...*  
OFFICE OF THE CITY CLERK



1. Suspend the performance of the agreement until CONTRACTOR provides assurances that it intends to adhere to the said Standards of Professional Conduct;
2. Terminate this Agreement upon giving three (3) days' written notice of CONTRACTOR's failure to adhere to the terms of this Section;
3. Debar CONTRACTOR from future work for CITY for a period not less than six (6) months. CONTRACTOR shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or
4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

CONTRACTOR shall include in every subcontract identical language to this Section and CONTRACTOR shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject CONTRACTOR to the remedies available to CITY for CONTRACTOR's failure to adhere to the requirements of this Section.

#### SECTION 21 – PROHIBITION OF KICKBACKS

CONTRACTOR nor any of its officers, partners, owners, agents, representative, employees, or parties in interest has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the contractor for which the attached proposal has been submitted or to reframe from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with another proposer, firm, or person to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the CITY or any person interested in the proposed contract; and

The price or prices quoted are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer any of its agents, representative owners, employees, or parties in interest, including the affiant as so certified and attached hereto as "*Attachment D*" and made a part hereof.

#### SECTION 22 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPROSE UTILIZATION

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.

- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, an notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR'S commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. The CONTRACTOR will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 23 – TRAINING AND EMPLOYMENT OF LOWER INCOME RESIDENTS OF PROJECT AREA

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

SECTION 24 – PAYMENT

- A. The City shall pay the CONTRACTOR within 30 days but no later than 45 days of completion of the project upon receipt of final invoice and certification of satisfactory completion by the Office of Housing and Community Development.

- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to CONTRACTOR.

**SECTION 25 – GENERAL PROVISIONS**

This contract embodies all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.

**SECTION 26 - ACCEPTANCE**

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

OFFICE OF THE CITY CLERK  
 JACQUELINE HARRIS  
 CITY CLERK

**HOMEOWNER(S):**

\_\_\_\_\_  
 HOMEOWNER NAME, Homeowner

\_\_\_\_\_  
 Spouse and/or Co-Owner

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

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

**CITY OF JACKSON, MISSISSIPPI**

**CONTRACTOR**

\_\_\_\_\_  
 CHOKWE A. LUMUMBA, Mayor

\_\_\_\_\_  
 CONTRACTOR NAME, President

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

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

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
 ANGELA HARRIS,  
 City Clerk

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

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

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

**F0070**  
**Fee: \$ 25**



**Michael Watson**  
SECRETARY OF STATE

**2020104333**

Business ID: 1204705  
Filed: 03/13/2020 08:18 AM  
Michael Watson  
Secretary of State

P.O. BOX 136  
JACKSON, MS 39205-0136  
TELEPHONE: (601) 359-1633

**Fictitious Business Name Registration**

**Business Information**

**Business ID:** 1204705  
**Legal Name:** Benjamin Wiggins DBA  
**Business Type:** Sole Proprietorship

**New Applicant Information**

**Applicant Name:** Benjamin Wiggins  
**Address:** 1619 Central Street  
Jackson, MS 39203  
**Business Email:** bosswigpnr@yahoo.com  
**State of Organization:** MS

**Fictitious Business Name Information**

**Fictitious Business Name:** Ben Wiggins Remodeling  
**NAICS Code:** 236115 - New Single-Family Housing Construction (except For-Sale Builders)

**Street Address(es) of Business Using Name**

1619 Central Street  
Jackson, MS 39203

**Signature**

The Applicant, through its undersigned authorized representative, is familiar with the provisions of Mississippi Code Annotated §75-93-1 et seq. and understands that filing this form creates no exclusive rights in or to the Fictitious Business Name which is the subject of this application as of this day **03/12/2020**.

**Name:**  
Benjamin Wiggins  
Sole Proprietor

**Address:**  
4161 Coker Road  
Madison, MS 39110

Benjamin Wiggins  
Sole Proprietor

4161 Coker Rd  
Madison, MS 39110



# Michael Watson

## SECRETARY OF STATE

This is not an official certificate of good standing.

### Name History

<b>Name</b>	<b>Name Type</b>
Benjamin Wiggins DBA	Legal
Ben Wiggins Remodeling	Fictitious Name

### Business Information

<b>Business Type:</b>	Sole Proprietorship
<b>Business ID:</b>	1204705
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	03/13/2020
<b>State of Incorporation:</b>	Mississippi
<b>Principal Office Address:</b>	

### Registered Agent

Benjamin Wiggins  
**Ben Wiggins Remodeling**  
1619 Central Street  
Jackson, MS 39203

April 2, 2024

Office of Housing and Community Development  
Attention: John Avery  
218 S. President St., 2<sup>nd</sup> Floor  
Jackson, MS 39201

Dear Sir:

I am pleased to accept award of the renovation project at 2053 Scanlon Drive. Work described in work write up/quote presented March 29, 2024, will be completed for the quoted amount of \$9,998.

We look forward to working with you.

Thank you,



Ben Wiggins  
Ben Wiggins Remodeling

**2053 SCANLON DR** Jackson, MS 39204

[Feedback](#)



**Name**

Name this location...

**Property Owner**

**Name**

FRAZIER CARLE & FRANCES A

Phone

Email

Address

2053 SCANLON DR,JACKSON MS 39204,

Flags 

[+ Add Flag](#)

FLOOD ZONE: AE	FLOOD ZONE: 0.2 PCT ANNUAL CHANCE FLOOD HAZARD		
ZONING: R-1A	CURRENT LAND USE: LOW DENSITY RESIDENTIAL	PRECINCT: 1	
TRACT: 28049011001	WARD: 6	ZIP CODE: 39204	BUILDING CONDITION: SOUND

[Edit](#)

## Details

Zoning

--

Building Type

--

Occupancy

--

MBL

634-409

Year Built

1977

Book Page

--

Lot Area

--

Water

--

Sewage

--

Subdivision

--

Add a note...

---



Notes 

Attachments 

### Records

#	Type	Date Submitted	Status
RED-24-83	PLANNING & DEVELOPMENT RE...	Apr. 10, 2024	ACTIVE
HHPG-23-37	2023 Healthy Homes Production ...	May. 23, 2023	ACTIVE
RES-13-3586	Residential Building Permit - New ...	Sep. 8, 2013	COMPLETE

### Units

[+ Add Unit](#)

#
Main Building

**CITY OF JACKSON**  
**OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT**  
**HHPG REPAIR PROGRAM**



**|| 2053 SCANLON DRIVE**

**LAUNDRY ROOM**

- 1) Repair wall behind washing machine(approx. 6 sq.ft)

**HALLWAY**

- 1) Remove and replace ceiling light fixture assy. Include all applicable hardware and trim.

**HALL BATHROOM**

- 1) Remove and replace vent/light combo assy. Include all applicable hardware and trim.
- 2) Remove and replace ceiling light fixture assy. Include all applicable hardware and trim.

**MASTER BATH**

- 1) Repair toilet tank.
- 2) Remove and replace 60" walk-in shower stall assy. Include all applicable hardware, trim and bracing for grab bars. Include all applicable hardware and trim.
- 3) Remove and replace shower valve assy. Include all applicable hardware and trim.
- 4) Install 2 grab bars in shower. Include all applicable hardware and trim.

**FLOORING**

- 1) Remove carpet in all bedrooms, hallway, living room and dining room, Install new linoleum flooring (Approx. 1042 sq.ft) Include all applicable hardware and trim.

**HVAC**

- 1) Remove and replace all HVAC registers(approx. 8)



CONTRACTOR BID FORM

Program Type:  Limited Repair Rehabilitation  Comprehensive Rehabilitation (Select One)

Contractor Information:

Company: Ben Wiggins Remodeling
Name: BENJAMIN WIGGINS
Address: 1617 Central St.
City, State: JACKSON, MS Zip/Postal Code: 39209
Email: bsswiggins@yahoo.com
Phone: 601.209.4823 Fax: 601.605.8946

Project Bid Information:

Rehabilitation Site Address: 2053 Stanton Drive

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 \$ 9998.00.

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: 03-29-24
Print Name: BENJAMIN WIGGINS Date: 03-29-24
Company: BEN WIGGINS REMODELING

For Office Use Only:
Bid Approved by: \_\_\_\_\_ Date: \_\_\_\_\_



CONTRACTOR BID FORM

Program Type: [ ] Limited Repair Rehabilitation [ ] Comprehensive Rehabilitation (Select One) [ ] Lead Program (LSJHP)

Contractor Information:

Company: AL N I Marant
Name: Harvey Williams
Address: 630 Gordon Ave
City, State: Iron Ms Zip/Postal Code: 39101
Email: Discount Bid System.com
Phone: 601 838 7767 Fax:

Project Bid Information:

Rehabilitation Site Address: 2053 Siskind
Based upon the scope of work and specifications provided (See Attached), AL N I Marant (company name) proposes to complete work on the above referenced property for an amount of \$ 12,500.

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: 3 28 94
Print Name: Harvey Williams Date: 3 28 94
Company: AL N I Marant

For Office Use Only:
Bid Approved by: Date:



CONTRACTOR BID FORM

Program Type: [ ] Limited Repair Rehabilitation [ ] Comprehensive Rehabilitation (Select One) [ ] Lead Program (LSJHP)

Contractor Information:

Company: Multi-Con, Inc
Name: Joe C. Collins
Address: P.O. Box 9325
City, State: Jackson, MS Zip/Postal Code: 39286
Email: multiconelec@comcast.net
Phone: (601) 922-7777 Fax: (601) 922-7717

Project Bid Information:

Rehabilitation Site Address: 2053 Scanlon Drive

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 \$ 16,791.-.

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: 3/29/24
Print Name: Joe C. Collins Date:
Company: Multi-Con, Inc.

For Office Use Only: Bid Approved by: Date:

2053 SCANLON DRIVE  
1/30/2024

# Cost estimate

Description	Unit Price	Unit Total
Wall repair in laundry room		\$311
R/R 2 ceiling light fixtures		\$704
R/R vent/light combo		\$443
Repair toilet		\$240
R/R shower stall assy		\$1668
R/R shower valve assy		\$643
Install 2 grab bars		\$360
R/R 8 HVAC registers		\$360
Install approx. 1042 sq.ft linoleum flooring		\$5200
<b>TOTAL</b>		<b>\$9929.00</b>
+10%		\$10922.00
-10%		\$8936.00

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Thereafter, President Lindsay called for a vote on said Order as amended:

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A FIVE (5) YEAR LEASE AGREEMENT FOR THE LEASE OF OFFICE SPACE FOR PRECINCT 4.**

WHEREAS, the City of Jackson Police Department currently leases space for Precinct 4 at 5080 Parkway Drive, Jackson, Mississippi; and

WHEREAS, the current lease is set to expire on August 31, 2021; and

WHEREAS, Colonial Mart Retail, LLC has offered the 1st Amendment to Lease for a term of five (5) years at a cost of \$4,289.00 per month, with an option to terminate at the end of each year at a cost of \$1,000.00 per year for each year remaining in the lease; and

WHEREAS, the City of Jackson Police Department has funds in its General Fund to cover this expense.

IT IS HEREBY ORDERED that the Mayor be authorized to execute a lease agreement with Colonial Mart Retail LLC for five (5) years.

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

Nays – None.

Absent – None.

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There came for consideration Agenda Item No. 28:

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY ACCESS AGREEMENT BETWEEN THE CITY OF JACKSON AND GREAT CITY MS FOUNDATION FOR JAMIE FOWLER BOYLE PARK TO PERFORM INSPECTIONS, SURVEYING, SOIL AND ENVIRONMENTAL TESTING, SITE TOURS, AND SURFACE MAINTENANCE WITH AN OBJECTIVE TO DEVELOP A PEDESTRIAN BRIDGE AND TRAIL. President Lindsay stated said item was pulled by the Administration.**

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**ORDER AUTHORIZING THE MAYOR 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.**

WHEREAS, the overarching purpose of the Office of Lead Hazard Control and Healthy Homes is to assist states, cities, counties/parishes, Native American Tribes or other units of local government in undertaking comprehensive programs to identify and control housing-based health hazards in eligible privately-owned rental or owner-occupied housing; and

WHEREAS, Jackson has an aged housing stock and research has proven that residents of older homes are at higher risk of being exposed to health hazards such as mold, lead-based paint, asthma triggers, etc. Therefore, healthy homes production programs are essential for existing and future housing rehabilitation programs; and

WHEREAS, the Department of Planning and Development, through its Office of Housing and Community Development, is requesting approximately \$2,000,000.00 from the U.S. Department of Housing and Urban Development's Office Lead Hazard Control and Healthy Homes under the Fiscal Year (FY) 2021 Healthy Homes Production Grant Program; and

WHEREAS, applicants are required to provide a 10% match of requested grant funds; and

WHEREAS, the required matching funds will be contributed through CDBG funds of \$200,000.00 and will be provided over the four (4) year time period for the grant.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute any and all documents and agreements necessary to apply for, accept and administer the U. S. Department of Housing and Urban Development's Office of Lead Hazard Control and Healthy Homes Healthy Homes Production Grant.

Council Member Banks 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 CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH 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 #2020-1218 – 1816 WALTHAM STREET– \$5,000.00.**

WHEREAS, on September 1, 2020, 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 August 4, 2020 for Case# 2020-1218 located in Ward 5 of the City of Jackson; and

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

WHEREAS, ACA Demolition & Project Group, LLC appeared next on the rotation list and through its representative, Elton Smith, agreed to demolish 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 and welfare for the parcel located at 1816 Waltham Street for the sum of \$5,000.00; and

WHEREAS, ACA Demolition & Project Group, LLC has a principal office address of 120 Hillcroft Place Jackson, Mississippi 39211.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with ACA Demolition & Project Group, LLC to demolish structure, foundation, steps, and driveway and/or cut vegetation and remedy conditions on the property located at 1816 Waltham Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$5,000.00 shall be paid to ACA Demolition & Project Group, LLC for the services provided from funds budgeted for the Division.

Council Member Stokes 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 THE CONTRACT AND RELATED DOCUMENTS WITH THE UNIVERSITY OF MISSISSIPPI ON BEHALF OF THE MISSISSIPPI SMALL BUSINESS DEVELOPMENT CENTER STATE OFFICE FOR A SUB-AWARD GRANT IN THE AMOUNT OF \$132,431.00**



29



**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, BOBBIE J. CHAMBERS, 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**

OFFICE OF THE CLERK  
CITY OF JACKSON  
JUL 2 2024  
JOURNEY

**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) from the U.S. Department of Housing and Urban Develop, Office of Lead Hazard Control; and

**WHEREAS**, the period of performance during which the City is authorized to issue said grant funds is from April 1, 2022, through October 1, 2025; and

**WHEREAS**, the Lead Hazard Control Grant, Health Supplemental Funds, and Healthy Homes Production Grant are resources rewarded to the City of Jackson to educate, test, abate, remediate, and reduce lead hazards and other health risks in homes to qualified residents of Jackson, MS; and

**WHEREAS**, all homes and rental units selected for participation for Lead-Based Paint Hazard Control and Healthy Homes Production Grant will meet the eligibility requirements established by Title X (The Residential Lead-Based Paint Hazard Reduction Act of 1992), the Notice of Funding Availability for HUD's Fiscal Year 2019 Lead-Based Paint Hazard Control Grant Program, 24 CFR Part 35, EPA Standards found within 40 CFR Part 745 and other Administrative Guidance issued by HUD for which the City of Jackson's Healthy Homes Production Grant staff is responsible for determining eligibility and selection of units; and

**WHEREAS**, the Office of Housing and Community Development advertised for qualifications from contractors capable of performing the rehabilitation activities and received responses from multiple contractors; and

**WHEREAS**, the Office of Housing and Community Development developed a scope of work for property located at 4655 Estelle Drive, Jackson, MS 39206 requested that multiple contractors provide quotes for the work to be performed; and

**WHEREAS**, the scope of work for 4655 Estelle Drive was as follows: remove and replace entire shingle roof (approx. 18 squares) include all applicable hardware, drip edge, and ridge vent; and repair ceiling in living room (cracked) and prime and repaint ceiling in living/dining room (approx. 500 sq. ft.); and

**WHEREAS**, on March 29, 2024, OHCD received three (3) quotes from qualified, licensed, and certified contractors, to complete the above-referenced scope of work; and

Agenda Item # 29  
July 2, 2024  
(Keeton, Lumumba)

**WHEREAS** the quotes received were as follows:

Benjamin Wiggins DBA Ben Wiggins Remodeling in the amount of \$8,450.00;  
Al-n-1 Maint. LLC in the amount of \$9,000.00; and  
Multi-Con, Inc. in the amount of \$9,537.00.

**WHEREAS**, on April 2, 2024, OHCD received a letter of acceptance from Benjamin Wiggins DBA Ben Wiggins Remodeling agreeing to perform the work at 4655 Estelle Drive, Jackson, Mississippi for the sum of eight thousand four hundred forty dollars (\$8,450.00); and

**WHEREAS**, the terms of the agreement with Benjamin Wiggins DBA Ben Wiggins Remodeling and Bobbie J. Chambers are as follows:

**SECTION 1 – LABOR, MATERIALS AND WORK WRITE-UP**

CONTRACTOR shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the "Work Write-Up" and described in the specifications and other Contract Documents prepared for **HOMEOWNER NAME** by the Housing Program Inspector, and attached hereto as "**Attachment A**" and made a part hereof for the total sum of DOLLAR AMOUNT WORD FORM 30/100 (\$00,000). The total sum provided to complete said work to be performed on the structure(s)/property located at **HOMEOWNER FULL ADDRESS**, all in accordance with terms of the Contract Documents is being provided to the HOMEOWNER in the form of a grant and is secured by the Lien Notice and Restriction on Transfer, which will be filed at the Hinds County Chancery Clerk as attached hereto as "**Attachment B**".

**SECTION 2 – SCOPE OF WORK**

CONTRACTOR acknowledges that it has prepared the CONTRACTOR's Proposal as attached hereto as "**Attachment C**" and made a part hereof and that such proposal is accurate and consistent as to the name of CONTRACTOR, scope of work that the CONTRACTOR will undertake and price. CONTRACTOR acknowledges that the performance requirement established in the write-up and warrants that all work undertaken will conform to said specifications.

**SECTION 3 – TIME OF COMPLETION/ NOTICE TO PROCEED**

The Homeowner(s)/Office of Housing and Community Development (OHCD) shall issue a written Notice to Proceed within five (5) working days from the date this Agreement is fully executed, accepting the CONTRACTOR'S bid and proposal, provided the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Homeowner(s)/OHCD.

The CONTRACTOR shall commence working within ten (10) working days after issuance of the "Notice to Proceed." Lead remediation, intervention, interim controls, abatement, lead work, and any other work pertaining to the removal or containment of lead base paint hazards must be completed and initially cleared with ten (10) working days. After which any remaining work not pertaining to the removal or containment of lead hazards shall be completed within twenty (20) working days. After all work is completed a final clearance test shall be performed to ensure lead hazards have been properly removed

and/or contained. The entire contract shall be enforceable for a period not to exceed thirty (30) working days.

Failure to complete said work by the aforementioned date will warrant a Notice to Failure to be mailed to the CONTRACTOR at the address furnished herein, and shall automatically levy a charge to the CONTRACTOR of fifty dollars (\$50.00) daily to be deducted from the contract price until the job is satisfactorily completed. The Homeowner/OHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

#### SECTION 4 – SPECIFICATIONS, CODES AND REGULATIONS

CONTRACTOR shall comply with all appropriate specifications, including the general conditions provided separately to the CONTRACTOR and codes referred to and with all regulations, ordinances and laws of the City of Jackson, the State of Mississippi, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors.

#### SECTION 5 - INSURANCE

In carrying out the work herein proposed, the CONTRACTOR will maintain, as a minimum, the following insurance coverage:

- A. CONTRACTOR shall, at its expense, carry General Liability Insurance, with maximum limits not less than \$1,000,000 aggregate and \$1,000,000 each occurrence for bodily injury and \$1,000,000 aggregate and \$1,000,000 each occurrence for property damage.
- B. CONTRACTOR shall comply, at its expense, with all applicable provisions of the Workman's Compensation, unemployment compensation, sickness and disability and social security laws, and all other local, state and federal laws or regulations relating to employment.
- C. CONTRACTOR shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits not less than \$500,000 for one accident and Automotive Property Damage Insurance with maximum limits not less than \$250,000 for one accident to protect from all claims arising from the use of the following:
  - (1) CONTRACTOR's own automobiles and trucks
  - (2) Hired automobiles and trucks
  - (3) Automobiles and trucks owned by subcontractors

The aforementioned is to cover use of automobiles and trucks on and off the project sites.

- D. CONTRACTOR shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as the named insured and their servants, agents and employees as additional insured in amounts not less than bodily injury in the amount of \$500,000 for each person and \$1,000,000 aggregate and property damage liability in the amount of \$250,000 for each occurrence for damages arising out of an injury or destruction of property and a total (or aggregate) limit of \$500,000 for all damages arising out of injury to or destruction of property during the policy period.

- E. CONTRACTOR shall provide copies of such certificates before commencement of work, but this action will not relieve the CONTRACTOR of its independent obligation to obtain such insurance.

The CONTRACTOR shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the City. If a part of this contract is sublet, the CONTRACTOR shall require each Subcontractor to carry insurance of the same kinds and in like amounts carried by the prime CONTRACTOR.

Certificates of insurance shall state that thirty (30) days written notice will be given to the CITY before the policy is canceled or changed. No CONTRACTOR or Subcontractor will be allowed to start any work pertaining to the Agreement until certificates of all insurance required herein are filed with and approved by the CITY. The Certificates shall show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

#### SECTION 6 – ASBESTOS & LEAD BASED PAINT COMPLIANCE

- A. CONTRACTOR shall comply with the provisions of 29 CFR Part 1926(OSHA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:

1. The CONTRACTOR shall contact the CITY'S inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
2. The CONTRACTOR shall conduct air quality monitoring when appropriated for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 µg/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.
3. The CONTRACTOR shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
4. The CONTRACTOR shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
5. The CONTRACTOR shall make proper facilities available for worker hygiene when entering or exiting a work area.
6. The CONTRACTOR shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
7. The CONTRACTOR shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)
8. The CONTRACTOR shall comply with all relevant MS Laws as well as federal laws at, 24 CFR 35 governing lead-based paint conditions in residential structures, EPA regulations at 40 CFR Part 61 governing asbestos, OSHA worker protection regulations, and any other relevant State and Federal lead-based paint regulations.

- B. CONTRACTOR shall agree to hire and secure a certified lead abatement agent to perform any lead work that requires abatement and/or supervision of lead work to ensure the unit is properly contained while lead is being abated or contained. The CONTRACTOR also acknowledges and

agrees that any lead work completed that does not require abatement, but can be contained through Renovation, Repair, and Painting (RRP) should be conducted by a licensed RRP certified firm. The CONTRACTOR shall furnish the credentials of the abatement agent and/or the RRP firm at the request of CITY and/or HOMEOWNER.

- C. CONTRACTOR and any subcontractors or agents shall comply with all relevant State and Federal Laws pursuant to 24 CFR 35.134(b) clearance regulations. The CONTRACTOR acknowledges and agrees that the unit will not be completed until all clearances have been performed and achieved. If dwelling has not been cleared of lead risk hazards based on the lab results from the clearance measurements, the risk assessor will repeat clearance procedures until clearance is achieved at the expense of the contractor.

#### SECTION 7 – PERMITS AND LICENSES

The CONTRACTOR shall obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

#### SECTION 8 – DEBRIS AND MATERIAL REMOVAL

The CONTRACTOR shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the CONTRACTOR, unless specifically spelled-out otherwise in the "Work write-up." The CONTRACTOR shall also dispose of demolition debris in compliance with State and Federal laws.

#### SECTION 9 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this contract without the prior written consent of the other. CONTRACTOR is responsible for all work carried out by all subcontractors.

CONTRACTOR shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the CITY or its designees or agents, members of the governing body of the CITY, any other public official of such locality who exercises any functions or responsibilities with respect to the Neighborhood Enhancement Division giving rise to this contract during his or her tenure or for one year thereafter.

#### SECTION 10 – SUCCESSORS AND ASSIGNS

The CITY, HOMEOWNER(S) and the CONTRACTOR each bind itself, partners, successors, receivers, administrators and assigns to the other party to this contract, and to the partners, successors, receivers, administrators, and assigns of each other party in respect of all covenants of this contract.

#### SECTION 11 – NOTICES

All notices, requests, demands, or other communications required by this Agreement, or desired to be given or made by either of the parties to the other hereto, shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

**CITY OF JACKSON, MISSISSIPPI**

Attention: Deputy Director OHCD  
218 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017 Jackson, MS 39209

**CONTRACTOR COMPANY NAME**

**To Be filled in.**

**SECTION 12 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM**

- A. **Defaults and Termination for Cause.** If the CONTRACTOR (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the CONTRACTOR which would impair the CONTRACTOR's ability to perform its obligations hereunder, or (iii) should any of the CONTRACTOR's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the CONTRACTOR terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to CONTRACTOR concerning actions to be taken in order to affect the rescission or termination of the contract, and CONTRACTOR agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.
- D. **Termination for Convenience.** The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be affected by delivering to the CONTRACTOR a notice of termination specifying the date upon which such termination becomes effective. The Notice of Termination shall include reasonable instructions to the CONTRACTOR concerning actions to be taken in insuring that the termination is effective. CONTRACTOR agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the CONTRACTOR's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

**SECTION 13 - FEDERAL GRANTS**

CONTRACTOR agrees to comply with federal regulations or restrictions as may be required by the terms of such LHCG, HHSF, and CDBG federal funding. In the event any other federal grants or funding becomes available, the CONTRACTOR agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

**SECTION 14 - GOVERNING LAW AND LEGAL REMEDIES**

This agreement shall be governed by the laws of the State of Mississippi. The CONTRACTOR expressly agrees that under no circumstances shall the CITY be obligated to pay attorney's fees or the cost of legal action against the CONTRACTOR.



#### SECTION 15 - INDEMNIFICATION

The CONTRACTOR agrees to indemnify and hold CITY and HOMEOWNER(S) harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, including governmental and physician claims and creditor, reasonable attorney and other professional fees and costs arising out of or in connection with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the CONTRACTOR, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

The CONTRACTOR further agrees to indemnify the CITY for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the CONTRACTOR's negligence or wrongful failure to perform.

#### SECTION 16 – LIEN WAIVERS

The CONTRACTOR agrees to protect, defend, and indemnify the CITY and HOMEOWNER(S) from any claims for unpaid work, labor or materials with respect to CONTRACTOR's performance. Final payment shall not be due until the CONTRACTOR has delivered to the CITY and HOMEOWNER complete release of all liens for work completed arising out of CONTRACTOR'S performance or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the CITY and HOMEOWNER(s) indemnifying them against any lien.

#### SECTION 17 – GUARANTY

The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Contractor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The CITY will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the CITY may, after giving thirty (30) days' notice to the CONTRACTOR, do so and charge the CONTRACTOR the cost thereby incurred. The CITY will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

#### SECTION 18 – NO AGENCY

The CONTRACTOR is an independent contractor providing services to the HOMEOWNER(S) and the employees, agents, and servants of the CONTRACTOR shall in no event be considered to be the employees, agents, or servants of the HOMEOWNER(S) or CITY. This Agreement is not intended to create an agency relationship between the CONTRACTOR and the HOMEOWNER(S) or CITY.

#### SECTION 19 – HEADINGS

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

#### SECTION 20 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The CONTRACTOR will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the CONTRACTOR and the CITY that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. If the CONTRACTOR shall fail to complete the work within the Contract time or extension of time granted by the CITY, then the CONTRACTOR may be required to pay to the City the amount of \$50 per day for liquidated damages as specific in the Bid for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the contract documents.
- D. The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the CITY,
  - 1. To any preference, priority or allocation order duly issued by the CITY.
  - 2. To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, Acts of God, or of the public enemy, acts of the CITY, acts of another CONTRACTOR in the performance of a contract with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
  - 3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).
- E. In the event that CONTRACTOR fails in any of its obligations under this Section, the CITY may take one or more of the following actions to protect its interests:
  - 1. Suspend the performance of the agreement until CONTRACTOR provides assurances that it intends to adhere to the said Standards of Professional Conduct;
  - 2. Terminate this Agreement upon giving three (3) days' written notice of CONTRACTOR's failure to adhere to the terms of this Section;
  - 3. Debar CONTRACTOR from future work for CITY for a period not less than six (6) months. ~~CONTRACTOR shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or~~
  - 4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

CONTRACTOR shall include in every subcontract identical language to this Section and CONTRACTOR shall

be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject CONTRACTOR to the remedies available to CITY for CONTRACTOR's failure to adhere to the requirements of this Section.

#### SECTION 21 – PROHIBITION OF KICKBACKS

CONTRACTOR nor any of its officers, partners, owners, agents, representative, employees, or parties in interest has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the contractor for which the attached proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with another proposer, firm, or person to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the CITY or any person interested in the proposed contract; and

The price or prices quoted are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer any of its agents, representative owners, employees, or parties in interest, including the affiant as so certified and attached hereto as "**Attachment D**" and made a part hereof.

#### SECTION 22 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPROSE UTILIZATION

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.
- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, an notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR'S commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- F. The CONTRACTOR will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

#### SECTION 23 – TRAINING AND EMPLOYMENT OF LOWER INCOME RESIDENTS OF PROJECT AREA

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

#### SECTION 24 – PAYMENT

- A. The City shall pay the CONTRACTOR within 30 days but no later than 45 days of completion of the project upon receipt of final invoice and certification of satisfactory completion by the Office of Housing and Community Development.
- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to CONTRACTOR.

**IT IS THEREFORE ORDERED** that the Mayor is authorized to execute any and all documents necessary to enter into a contract with Benjamin Wiggins DBA Ben Wiggins Remodeling and Bobbie J. Chambers to repair the property located at 4655 Estelle Drive, Jackson, MS 39206 under the Healthy Homes Production Grant program.

**IT IS FURTHER ORDERED** that the total amount expended under the contract shall not exceed eight thousand four hundred forty dollars (\$8,450.00).

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

DATE: 4/10/2024

	POINTS	COMMENTS
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND BEN WIGGINS REMODELING, FOR THE USE OF HEALTHY HOMES PRODUCTION GRANT TO IMPLEMENT HOUSING REPAIR ACTIVITIES TO SATISFY COMPONENTS OF HEALTHY HOMES PRODUCTION GRANT PROGRAM IN THE DEPARTMENT OF PLANNING
2.	Purpose	Healthy Homes Production Grant Program
3.	Who will be affected	City of Jackson
4.	Benefits	4655 Estelle Drive
5.	Schedule (beginning date)	May 1, 2024
6.	Location: WARD 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	(\$8,450.00) 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**

**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 10, 2024

**SUBJECT:** Agenda Item for April 23rd 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 4655 Estelle Drive, Jackson, MS, 39206.

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

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, BOBBIE J. CHAMBERS, 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 

  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
6/11/24  
S.M.





**CITY OF JACKSON, MISSISSIPPI**  
Department of Planning & Development – Office of Housing and Community  
Development – Neighborhood Enhancement Division

**HEALTHY HOMES PRODUCTION GRANT PROGRAM  
(HOMEOWNER) CONTRACT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter called (“CITY”), **HOMEOWNER NAME** hereinafter called (“HOMEOWNER”), whose address is **HOMEOWNER FULL ADDRESS** and **CONTRACTOR COMPANY NAME**, having its principal place of business at **CONTRACTOR COMPANY ADDRESS** and mailing address of **CONTRACTOR COMPANY ADDRESS**, hereinafter called the (“CONTRACTOR.”)

WHEREAS, the CITY is the recipient of Healthy Homes Production Grant (HHPG and/or Community Development Block Grant (CDBG) federal funds that can be used for the rehabilitation, interim controls, intervention, and/or remediation of lead hazards of housing within the CITY’s limits; and

WHEREAS, the HOMEOWNER, assisted with these grants funds is the primary resident and owner of the subject property and meets the eligibility requirements as set forth in the Residential Lead Based Paint Hazard Reduction Act of 1992 – Title X; and

WHEREAS, the CITY has decided to retain professional contractors for the rehabilitation services; and

WHEREAS, on \_\_\_\_\_ the governing authorities for the City of Jackson authorized the Mayor to execute a contract with the CONTRACTOR and HOMEOWNER related to rehabilitation of property located at \_\_\_\_\_; and

WHEREAS, the CONTRACTOR is willing to render such professional rehabilitation services in accordance with this Agreement for the consideration and upon the terms hereinafter stated.

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein set forth, the parties hereto agree as follows:

**SECTION 1 – LABOR, MATERIALS AND WORK WRITE-UP**

CONTRACTOR shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the “Work Write-Up” and described in the specifications and other Contract Documents prepared for **HOMEOWNER NAME** by the Housing Program Inspector, and attached hereto as “*Attachment A*” and made a part hereof for the total sum of DOLLAR AMOUNT WORD FORM 30/100 (\$00,000). The total sum provided to complete said work to be performed on the structure(s)/property located at **HOMEOWNER FULL ADDRESS**, all in accordance with terms of the Contract Documents is being provided to the HOMEOWNER in the form of a grant and is secured by the Lien Notice and Restriction on Transfer, which will be filed at the Hinds County Chancery Clerk as attached hereto as

***“Attachment B”.***

**SECTION 2 – SCOPE OF WORK**

CONTRACTOR acknowledges that it has prepared the CONTRACTOR’s Proposal as attached hereto as ***“Attachment C”*** and made a part hereof and that such proposal is accurate and consistent as to the name of CONTRACTOR, scope of work that the CONTRACTOR will undertake and price. CONTRACTOR acknowledges that the performance requirement established in the write-up and warrants that all work undertaken will conform to said specifications.

**SECTION 3 – TIME OF COMPLETION/ NOTICE TO PROCEED**

The Homeowner(s)/Office of Housing and Community Development (OHCD) shall issue a written Notice to Proceed within five (5) working days from the date this Agreement is fully executed, accepting the CONTRACTOR’S bid and proposal, provided the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Homeowner(s)/OHCD.

The CONTRACTOR shall commence working within ten (10) working days after issuance of the “Notice to Proceed.” Lead remediation, intervention, interim controls, abatement, lead work, and any other work pertaining to the removal or containment of lead base paint hazards must be completed and initially cleared with ten (10) working days. After which any remaining work not pertaining to the removal or containment of lead hazards shall be completed within twenty (20) working days. After all work is completed a final clearance test shall be performed to ensure lead hazards have been properly removed and/or contained. The entire contract shall be enforceable for a period not to exceed thirty (30) working days.

Failure to complete said work by the aforementioned date will warrant a Notice to Failure to be mailed to the CONTRACTOR at the address furnished herein, and shall automatically levy a charge to the CONTRACTOR of fifty dollars (\$50.00) daily to be deducted from the contract price until the job is satisfactorily completed. The Homeowner/OHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

**SECTION 4 – SPECIFICATIONS, CODES AND REGULATIONS**

CONTRACTOR shall comply with all appropriate specifications, including the general conditions provided separately to the CONTRACTOR and codes referred to and with all regulations, ordinances and laws of the City of Jackson, the State of Mississippi, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors.

## SECTION 5 - INSURANCE

In carrying out the work herein proposed, the CONTRACTOR will maintain, as a minimum, the following insurance coverage:

- A. CONTRACTOR shall, at its expense, carry General Liability Insurance, with maximum limits not less than \$1,000,000 aggregate and \$1,000,000 each occurrence for bodily injury and \$1,000,000 aggregate and \$1,000,000 each occurrence for property damage.
- B. CONTRACTOR shall comply, at its expense, with all applicable provisions of the Workman's Compensation, unemployment compensation, sickness and disability and social security laws, and all other local, state and federal laws or regulations relating to employment.
- C. CONTRACTOR shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits not less than \$500,000 for one accident and Automotive Property Damage Insurance with maximum limits not less than \$250,000 for one accident to protect from all claims arising from the use of the following:
  - (1) CONTRACTOR's own automobiles and trucks
  - (2) Hired automobiles and trucks
  - (3) Automobiles and trucks owned by subcontractors

The aforementioned is to cover use of automobiles and trucks on and off the project sites.

- D. CONTRACTOR shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as the named insured and their servants, agents and employees as additional insured in amounts not less than bodily injury in the amount of \$500,000 for each person and \$1,000,000 aggregate and property damage liability in the amount of \$250,000 for each occurrence for damages arising out of an injury or destruction of property and a total (or aggregate) limit of \$500,000 for all damages arising out of injury to or destruction of property during the policy period.
- E. CONTRACTOR shall provide copies of such certificates before commencement of work, but this action will not relieve the CONTRACTOR of its independent obligation to obtain such insurance.

The CONTRACTOR shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the City. If a part of this contract is sublet, the CONTRACTOR shall require each Subcontractor to carry insurance of the same kinds and in like amounts carried by the prime CONTRACTOR.

Certificates of insurance shall state that thirty (30) days written notice will be given to the CITY before the policy is canceled or changed. No CONTRACTOR or Subcontractor will be allowed to start any work pertaining to the Agreement until certificates of all insurance required herein are filed with and approved by the CITY. The Certificates shall show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

#### SECTION 6 – ASBESTOS & LEAD BASED PAINT COMPLIANCE

- A. CONTRACTOR shall comply with the provisions of 29 CFR Part 1926(OSHA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:
1. The CONTRACTOR shall contact the CITY'S inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
  2. The CONTRACTOR shall conduct air quality monitoring when appropriated for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 µg/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.
  3. The CONTRACTOR shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
  4. The CONTRACTOR shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
  5. The CONTRACTOR shall make proper facilities available for worker hygiene when entering or exiting a work area.
  6. The CONTRACTOR shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
  7. The CONTRACTOR shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH").
  8. The CONTRACTOR shall comply with all relevant MS Laws as well as federal laws at, 24 CFR 35 governing lead-based paint conditions in residential structures, EPA regulations at 40 CFR Part 61 governing asbestos, OSHA worker protection regulations, and any other relevant State and Federal lead-based paint regulations.
- B. CONTRACTOR shall agree to hire and secure a certified lead abatement agent to perform any lead work that requires abatement and/or supervision of lead work to ensure the unit is properly contained while lead is being abated or contained. The CONTRACTOR also acknowledges and agrees that any lead work completed that does not require abatement, but can be contained through Renovation, Repair, and Painting (RRP) should be conducted by a licensed RRP certified firm. The CONTRACTOR shall furnish

the credentials of the abatement agent and/or the RRP firm at the request of CITY and/or HOMEOWNER.

- C. CONTRACTOR and any subcontractors or agents shall comply with all relevant State and Federal Laws pursuant to 24 CFR 35.134(b) clearance regulations. The CONTRACTOR acknowledges and agrees that the unit will not be completed until all clearances have been performed and achieved. If dwelling has not been cleared of lead risk hazards based on the lab results from the clearance measurements, the risk assessor will repeat clearance procedures until clearance is achieved at the expense of the contractor.

#### SECTION 7 – PERMITS AND LICENSES

The CONTRACTOR shall obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

#### SECTION 8 – DEBRIS AND MATERIAL REMOVAL

The CONTRACTOR shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the CONTRACTOR, unless specifically spelled-out otherwise in the "Work write-up." The CONTRACTOR shall also dispose of demolition debris in compliance with State and Federal laws.

#### SECTION 9 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this contract without the prior written consent of the other. CONTRACTOR is responsible for all work carried out by all subcontractors.

CONTRACTOR shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the CITY or its designees or agents, members of the governing body of the CITY, any other public official of such locality who exercises any functions or responsibilities with respect to the Neighborhood Enhancement Division giving rise to this contract during his or her tenure or for one year thereafter.

#### SECTION 10 – SUCCESSORS AND ASSIGNS

The CITY, HOMEOWNER(S) and the CONTRACTOR each bind itself, partners, successors, receivers, administrators and assigns to the other party to this contract, and to the partners, successors, receivers, administrators, and assigns of each other party in respect of all covenants of this contract.

#### SECTION 11 – NOTICES

All notices, requests, demands, or other communications required by this Agreement, or desired to be given or made by either of the parties to the other hereto, shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to

the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

**CITY OF JACKSON, MISSISSIPPI**  
Attention: Deputy Director OHCD  
218 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**CONTRACTOR COMPANY NAME**

**SECTION 12 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM**

A. **Defaults and Termination for Cause.** If the CONTRACTOR (i) shall violate any substantial

provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the CONTRACTOR which would impair the CONTRACTOR's ability to perform its obligations hereunder, or (iii) should any of the CONTRACTOR's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the CONTRACTOR terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to CONTRACTOR concerning actions to be taken in order to affect the rescission or termination of the contract, and CONTRACTOR agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

D. **Termination for Convenience.** The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be affected by delivering to the CONTRACTOR a notice of termination specifying the date upon which such termination becomes effective. The Notice of Termination shall include reasonable instructions to the CONTRACTOR concerning actions to be taken in insuring that the termination is effective. CONTRACTOR agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the CONTRACTOR's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

**SECTION 13 - FEDERAL GRANTS**

CONTRACTOR agrees to comply with federal regulations or restrictions as may be required by the terms of such LHCG, HHSF, and CDBG federal funding. In the event any other federal grants or funding becomes available, the CONTRACTOR agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

#### SECTION 14 - GOVERNING LAW AND LEGAL REMEDIES

This agreement shall be governed by the laws of the State of Mississippi. The CONTRACTOR expressly agrees that under no circumstances shall the CITY be obligated to pay attorney's fees or the cost of legal action against the CONTRACTOR.

#### SECTION 15 - INDEMNIFICATION

The CONTRACTOR agrees to indemnify and hold CITY and HOMEOWNER(S) harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, including governmental and physician claims and creditor, reasonable attorney and other professional fees and costs arising out of or in connection with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the CONTRACTOR, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

The CONTRACTOR further agrees to indemnify the CITY for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the CONTRACTOR's negligence or wrongful failure to perform.

#### SECTION 16 - LIEN WAIVERS

The CONTRACTOR agrees to protect, defend, and indemnify the CITY and HOMEOWNER(S) from any claims for unpaid work, labor or materials with respect to CONTRACTOR's performance. Final payment shall not be due until the CONTRACTOR has delivered to the CITY and HOMEOWNER complete release of all liens for work completed arising out of CONTRACTOR'S performance or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the CITY and HOMEOWNER(s) indemnifying them against any lien.

#### SECTION 17 - GUARANTY

The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Contractor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The CITY will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the CITY may, after giving thirty (30) days' notice to the CONTRACTOR, do so and charge the CONTRACTOR the cost thereby incurred. The CITY will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

SECTION 18 – NO AGENCY

The CONTRACTOR is an independent contractor providing services to the HOMEOWNER(S) and the employees, agents, and servants of the CONTRACTOR shall in no event be considered to be the employees, agents, or servants of the HOMEOWNER(S) or CITY. This Agreement is not intended to create an agency relationship between the CONTRACTOR and the HOMEOWNER(S) or CITY.

SECTION 19 – HEADINGS

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

SECTION 20 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The CONTRACTOR will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the CONTRACTOR and the CITY that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. If the CONTRACTOR shall fail to complete the work within the Contract time or extension of time granted by the CITY, then the CONTRACTOR may be required to pay to the City the amount of \$50 per day for liquidated damages as specific in the Bid for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the contract documents.
- D. The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the CITY,
  - 1. To any preference, priority or allocation order duly issued by the CITY.
  - 2. To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, Acts of God, or of the public enemy, acts of the CITY, acts of another CONTRACTOR in the performance of a contract with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
  - 3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).
- E. In the event that CONTRACTOR fails in any of its obligations under this Section, the CITY may take one or more of the following actions to protect its interests:



1. Suspend the performance of the agreement until CONTRACTOR provides assurances that it intends to adhere to the said Standards of Professional Conduct;
2. Terminate this Agreement upon giving three (3) days' written notice of CONTRACTOR's failure to adhere to the terms of this Section;
3. Debar CONTRACTOR from future work for CITY for a period not less than six (6) months. CONTRACTOR shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or
4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

CONTRACTOR shall include in every subcontract identical language to this Section and CONTRACTOR shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject CONTRACTOR to the remedies available to CITY for CONTRACTOR's failure to adhere to the requirements of this Section.

#### SECTION 21 – PROHIBITION OF KICKBACKS

CONTRACTOR nor any of its officers, partners, owners, agents, representative, employees, or parties in interest has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the contractor for which the attached proposal has been submitted or to reframe from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with another proposer, firm, or person to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the CITY or any person interested in the proposed contract; and

The price or prices quoted are fair and proper and are not tainted by any collision, conspiracy, connivance or unlawful agreement on the part of the Proposer any of its agents, representative owners, employees, or parties in interest, including the affiant as so certified and attached hereto as "*Attachment D*" and made a part hereof.

#### SECTION 22 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPROSE UTILIZATION

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.

- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, an notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR'S commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. The CONTRACTOR will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

#### SECTION 23 – TRAINING AND EMPLOYMENT OF LOWER INCOME RESIDENTS OF PROJECT AREA

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

#### SECTION 24 – PAYMENT

- A. The City shall pay the CONTRACTOR within 30 days but no later than 45 days of completion of the project upon receipt of final invoice and certification of satisfactory completion by the Office of Housing and Community Development.

B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to CONTRACTOR.

**SECTION 25 – GENERAL PROVISIONS**

This contract embodies all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.

**SECTION 26 - ACCEPTANCE**

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

**HOMEOWNER(S):**

\_\_\_\_\_  
**HOMEOWNER NAME, Homeowner**

\_\_\_\_\_  
**Spouse and/or Co-Owner**

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

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

**CITY OF JACKSON, MISSISSIPPI**

**CONTRACTOR**

\_\_\_\_\_  
**CHOKWE A. LUMUMBA, Mayor**

\_\_\_\_\_  
**CONTRACTOR NAME, President**

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

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

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
**ANGELA HARRIS,  
City Clerk**

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_

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

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

**ATTACHMENT B**

**LIEN NOTICE AND RESTRICTION ON TRANSFER**

**WHEREAS, HOMEOWNER NAME**, "the Owner" of certain real property (the "Property") located at the City of Jackson, First Judicial District, Hinds County, Mississippi, more particularly described as follows: Address: **HOMEOWNER ADDRESS**.

**Description PROPERTY LOT NUMBER**

**WHEREAS**, the City of Jackson, Department of Planning, Office of Housing and Community Development's (OHCD) Healthy Homes Production Grant (HHPG) is undertaking to provide funds to carry out certain lead hazard control interventions and/or home rehabilitation which are being made to a structure located on the above described property which is the dwelling of the Owner(s) at a total cost of \_\_\_\_\_; and

**WHEREAS**, all HHPG and the Owner agree that said total amount of lien is subject to final completion costs based upon potential change orders (See Attachment A), that are properly executed and approved per contract terms; and

**WHEREAS**, HHPG is undertaking to provide funds for Lead Hazard Control Interventions and/or Home Rehabilitation for the purpose of upgrading and enhancing the living condition of Owner(s), and not for the purpose of increasing the sales price which Owner(s) will receive upon resale of the property.

**NOW THEREFORE**, in order to effectuate the above stated purpose and in consideration of the funds provided, Owner(s) hereby covenants unto the City of Jackson in the event that the Property, or any part thereof, is sold, transferred, or conveyed by Owner(s) within a period of \_\_\_\_ ( ) years from date of completion of the Lead Hazard Control Interventions and/or Home Rehabilitation,

Owner(s) grants unto HHPG prior to such sale, transfer of conveyance, the sum of \$ \_\_\_\_\_ as repayment of amounts expended by HHPG on the Lead Hazard Control Interventions and/or Home Rehabilitation.

Owner(s) grants unto the City of Jackson a continuing lien upon and security interest in the Property, to secure the prompt payment of any amounts due hereunder, which lien shall constitute a covenant running with the land be enforceable against the Property.

If Owner(s) should sell, transfer or convey the property within the time periods referenced above without having repaid the City of Jackson, the stated amount expended on Lead Hazard Control and Home Rehabilitation, HHPG may sell the Property, at public or private sale, and deduct the proceeds of such sale the total sum expended on Rehabilitation together with interest thereof at the rate of ten percent (10%) per annum, attorney's fees and all costs of sale, with the balance remaining being paid to Owner(s) or its proper representative, and any deficit being paid to Owner(s) or its proper representative and any deficit being the continuing obligation of Owner(s), its heirs and personal representatives. Notwithstanding the power of sale herein granted, Owner(s) shall remain personally liable for any amounts due hereunder and City of Jackson may proceed directly against Owner(s), its heirs or personal representatives, upon breach of this agreement.

**ATTACHMENT B**

**WITNESS MY SIGNATURE** on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, Signature

\_\_\_\_\_  
Spouse or Co-owner, Signature

**STATE OF MISSISSIPPI  
COUNTY OF HINDS**

**PERSONALLY** came and appeared me, the undersigned authority in and for the jurisdiction aforesaid \_\_\_\_\_ who, acknowledged to me that he/she signed and delivered the above and foregoing instrument of writing on the date and year therein mentioned as his act and deed.

**GIVEN UNDER MY HAND AND OFFICIAL SEAL**, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**MY COMMISSION EXPIRES:**

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC



CITY OF JACKSON, MISSISSIPPI  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT (OHCD)

**Acknowledgement of Receipt**

I, HOMEOWNER NAME, homeowner residing at HOMEOWNER ADDRESS, hereby acknowledge that I received a copy of the full Lead Inspection Risk Assessment (LIRA) report and Healthy Home Rating System (HHRS) report. I confirm and acknowledge that I understand that the LIRA report identifies all areas of my home where lead and lead risks were detected and details actions to reduce, contain, and/or eliminate lead hazards. I further confirm and acknowledge that I understand that the HHRS report identifies additional areas of my home where other non-lead related health risks exist and this report does not guarantee all or any HHRS risks identified will be removed or addressed as part of my participation of the Healthy Homes Production Grant Program.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND HAVE RECEIVED A COPY OF THE LEAD INSPECTION/RISK ASSESSMENT REPORT AND THE HEALTHY HOMES RATING SYSTEM REPORT.

\_\_\_\_\_  
Homeowner name  
SIGNATURE OF OWNER/RENTER/ DATE

\_\_\_\_\_  
SIGNATURE OF CO-OWNER/ DATE

**STATE OF MISSISSIPPI  
COUNTY OF HINDS:**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, and \_\_\_\_\_ who is (are) personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
  
\_\_\_\_\_

ATTACHMENT D



**CONTRACTOR'S NON-KICKBACK CERTIFICATION**

DATE: \_\_\_\_\_

CASE: PROPERTY ADDRESS

TO: Neighborhood Enhancement Division  
218 South President Street, Suite 331  
Jackson, Mississippi 39201

RE: Property located at ADDRESS

Contract Dated: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

Contractor: \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENT:**

That as a Contactor responsible for provision of goods and/or services under the above-mentioned contract. I nor my company were forced or encouraged to forfeit any portion of the contract amount in order to be employed as contractors on this job.

By: \_\_\_\_\_  
CONTRACTOR NAME, President

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

Witness: \_\_\_\_\_  
Print

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

To Grantee File





Name History

**Name**  
Ben Wiggins DBA  
Ben Wiggins Remodeling

**Name Type**  
Legal  
Previous Fictitious Name

Business Information

<b>Business Type:</b>	Sole Proprietorship
<b>Business ID:</b>	1053820
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	10/17/2014
<b>State of Incorporation:</b>	Mississippi
<b>Principal Office Address:</b>	

Registered Agent

---

**4655 ESTELLE DR** Jackson, MS 39206

 **Feedback**



**Name**

Name this location...

**Property Owner**

**Name**

CHAMBERS BOBBIE J

---

Phone


Email

Address

4655 ESTELLE DR,JACKSON MS 39206,


Flags 

[+ Add Flag](#)

ZONING: R-1A 

CURRENT LAND USE: LOW DENSITY RESIDENTIAL 

PRECINCT: 4 

TRACT: 28049000400 

WARD: 3 

ZIP CODE: 39206 

BUILDING CONDITION: SOUND 

[Edit](#)

## Details

Zoning

--

Building Type

--

Occupancy

--

MBL

431-142

Year Built

1950

Book Page

--

Lot Area

--

Water

--

Sewage

--

Subdivision

--

[Add a note...](#)

Notes 

## Attachments

### Records

#	Type	Date Submitted	Status
RED-24-86	PLANNING & DEVELOPMENT RE...	Apr. 10, 2024	ACTIVE
HHPG-23-44	2023 Healthy Homes Production ...	May. 23, 2023	ACTIVE
PLUM-05-2270	Plumbing and Gas Permit	Oct. 24, 2005	COMPLETE

### Units

[+ Add Unit](#)

#
Main Building

Benjamin Wiggins  
**Ben Wiggins Remodeling**  
1619 Central Street  
Jackson, MS 39203

April 2, 2024

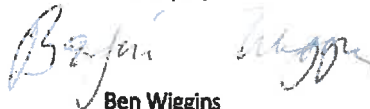
Office of Housing and Community Development  
Attention: John Avery  
218 S. President St., 2<sup>nd</sup> Floor  
Jackson, MS 39201

Dear Sir:

I am pleased to accept award of the renovation project at 4655 Estelle Drive. Work described in work write up/quote presented March 29, 2024, will be completed for the quoted amount of \$8,450.

We look forward to working with you.

Thank you,



Ben Wiggins  
Ben Wiggins Remodeling



CONTRACTOR BID FORM

Program Type: [ ] Limited Repair Rehabilitation [ ] Comprehensive Rehabilitation
(Select One) [ ] Lead Program (LSJHP)

Contractor Information:

Company: Multi-Con, Inc
Name: P.O. Box 9325 / Joe C. Collins
Address: P.O. Box 9325
City, State: Jackson, MS Zip/Postal Code: 39206
Email: Multiconeler@comcast.net
Phone: (601) 922-7777 Fax: (601) 922-7777

Project Bid Information:

Rehabilitation Site Address: Multi 4655 Estelle Dr.

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 \$ 9,537.00

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: Joe C. Collins Date: 3/29/24
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) [ ] Lead Program (LSJHP)

Contractor Information:

Company: Al-n-1 Maint
Name: Harvey Williams
Address: 630 Brandon Ave
City, State: Jackson MS Zip/Postal Code: 39209
Email: hsc@n130@yahoo.com
Phone: 601 738 7767 Fax:

Project Bid Information:

Rehabilitation Site Address: 4655 Estelle dr

Based upon the scope of work and specifications provided (See Attached), Al-n-1 Maint (company name) proposes to complete work on the above referenced property for an amount of \$ 9000.

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: 3/28/79
Print Name: Harvey Williams Date:
Company: Al-n-1 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: 11619 Central St.
City, State: Jackson, MS Zip/Postal Code: 39209
Email: b.wiggins@yaho.com
Phone: 601.209.4823 Fax: 601.605.8946

Project Bid Information:

Rehabilitation Site Address: 4655 Estelle Drive

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 \$ 8450.00.

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: 03-29-24
Print Name: Benjamin Wiggins Date: 03-29-24
Company: Ben Wiggins Remodeling

For Office Use Only:
Bid Approved by: \_\_\_\_\_ Date: \_\_\_\_\_



**CITY OF JACKSON**  
**OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT**  
**HPG REPAIR PROGRAM**



**|| 4655 ESTELLE DRIVE**

**EXTERIOR**

- 1) Remove and replace entire shingle roof.(approx. 18 squares)include all applicable hardware, drip edge and ridge vent.

**INTERIOR**

- 1) Repair ceiling in living room.(cracked)
- 2) Prime and repaint ceiling in living/dining room(approx. 500 sq.ft)

4655 ESTELLE DRIVE

# Cost estimate

Description	Unit Price	Line Total
<b>EXTERIOR</b>		
R/R shingle roof(approx. 18 squares)		\$7812
<b>INTERIOR</b>		
Repair living room ceiling		\$376
P/P living room ceiling(approx. 500 sq.ft)		\$1157
<b>TOTAL</b>		<b>\$9345.00</b>
+10%		\$10280.00
-10%		\$8411.00

30



OFFICE OF PLANNING AND DEVELOPMENT  
CITY OF JACKSON  
JUL 2 2024

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, JAMES MAYES, AND BENJAMIN WIGGINS DBA BEN WIGGINS REMODELING 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) from the U.S. Department of Housing and Urban Develop, Office of Lead Hazard Control; and

**WHEREAS**, the period of performance during which the City is authorized to issue said grant funds is from April 1, 2022, through October 1, 2025; and

**WHEREAS**, the Lead Hazard Control Grant, Health Supplemental Funds, and Healthy Homes Production Grant are resources rewarded to the City of Jackson to educate, test, abate, remediate, and reduce lead hazards and other health risks in homes to qualified residents of Jackson, MS; and

**WHEREAS**, all homes and rental units selected for participation for Lead-Based Paint Hazard Control and Healthy Homes Production Grant will meet the eligibility requirements established by Title X (The Residential Lead-Based Paint Hazard Reduction Act of 1992), the Notice of Funding Availability for HUD's Fiscal Year 2019 Lead-Based Paint Hazard Control Grant Program, 24 CFR Part 35, EPA Standards found within 40 CFR Part 745 and other Administrative Guidance issued by HUD for which the City of Jackson's Healthy Homes Production Grant staff is responsible for determining eligibility and selection of units; and

**WHEREAS**, the Office of Housing and Community Development advertised for qualifications from contractors capable of performing the rehabilitation activities and received responses from multiple contractors; and

**WHEREAS**, the Office of Housing and Community Development developed a scope of work for property located at 1542 Barrett Avenue Jackson, MS 39204, and requested that multiple contractors provide quotes for the work to be performed; and

**WHEREAS**, the scope of work for 1542 Barrett Avenue was as follows:

1. Living Room
  - a. Repair ceiling (approx. 8 sq. ft.)
  - b. Prime and paint ceiling (approx. 130 sq. ft.)
2. Kitchen
  - a. Repair floor structure (approx. 16 sq. ft.)
  - b. Install Linoleum flooring (approx. 120 sq. ft.)

Agenda Item # 30  
July 2, 2024  
(Keeton, Lumumba)

- c. Remove and replace light fixture assy
  - d. Install new vent hood assy. and cabinet, include all applicable hardware, ductwork, and trim
  - e. Repaint ceiling (approx. 120 sq. ft.)
  - f. Isolate hot water heater
3. Bedroom #2
    - a. Remove and replace light fixture assy., include all applicable hardware and trim
  4. Bedroom #3
    - a. Repair sheetrock in ceiling (approx. 9 sq. ft.)
    - b. Prime and repaint ceiling (approx.. 100 sq. ft.)
  5. Bathroom
    - a. Remove and replace lavatory cabinet assy. include all applicable hardware, top, and trim
    - b. Install new lavatory faucet assy., include all applicable hardware and trim
    - c. Repair sheetrock in ceiling (approx. 9 sq. ft.)
    - d. Repaint ceiling and walls to chair rails (approx. 40 sq. ft. room)
    - e. R/R light fixture assy., include all applicable hardware and trim
    - f. Install new GFCI outlet, include all applicable wiring, hardware, and trim
  6. Hallway
    - a. Secure flooring in hallway entry
  7. Windows
    - a. Repair windows in dining room, laundry room, bedroom #2, and bedroom #3 (approx. 6 windows)

**WHEREAS**, on March 18, 2024, OHCD received two (2) quotes from qualified, licensed, and certified contractors, to complete the above-referenced scope of work; and

**WHEREAS** the quotes received were as follows:

Benjamin Wiggins DBA Ben Wiggins Remodeling for an amount of \$14,000.00; and  
A1-n-1 Maint, LLC for an amount of \$ 10.000; and

**WHEREAS**, although A1-n-1 Maint, LLC submitted the lowest bid, the City rejected A1-n-1 Maint, LLC's bid because Harvey Williams is not qualified to do the work; and

**WHEREAS**, OHCD negotiated with Benjamin Wiggins DBA Ben Wiggins Remodeling because the \$14,000.00 exceeded the department's cost estimate of \$9,907.00. on April 2, 2024, the OHCD received a letter from Benjamin Wiggins stating he accepts the renovation project for the amount of \$9,907.00; and

**WHEREAS**, the terms of the agreement with Benjamin Wiggins DBA Ben Wiggins Remodeling and James Mayes are as follows:

**SECTION 1 – LABOR, MATERIALS AND WORK WRITE-UP**

**CONTRACTOR** shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the "Work Write-Up" and described in the specifications and other Contract Documents prepared for **HOMEOWNER NAME** by the Housing Program Inspector, and attached hereto as "***Attachment A***" and made a part hereof for the total sum of **DOLLAR AMOUNT WORD**

FORM 30/100 (\$00,000). The total sum provided to complete said work to be performed on the structure(s)/property located at **HOMEOWNER FULL ADDRESS**, all in accordance with terms of the Contract Documents is being provided to the HOMEOWNER in the form of a grant and is secured by the Lien Notice and Restriction on Transfer, which will be filed at the Hinds County Chancery Clerk as attached hereto as "**Attachment B**".

#### SECTION 2 – SCOPE OF WORK

CONTRACTOR acknowledges that it has prepared the CONTRACTOR's Proposal as attached hereto as "**Attachment C**" and made a part hereof and that such proposal is accurate and consistent as to the name of CONTRACTOR, scope of work that the CONTRACTOR will undertake and price. CONTRACTOR acknowledges that the performance requirement established in the write-up and warrants that all work undertaken will conform to said specifications.

#### SECTION 3 – TIME OF COMPLETION/ NOTICE TO PROCEED

The Homeowner(s)/Office of Housing and Community Development (OHCD) shall issue a written Notice to Proceed within five (5) working days from the date this Agreement is fully executed, accepting the CONTRACTOR'S bid and proposal, provided the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Homeowner(s)/OHCD.

The CONTRACTOR shall commence working within ten (10) working days after issuance of the "Notice to Proceed." Lead remediation, intervention, interim controls, abatement, lead work, and any other work pertaining to the removal or containment of lead base paint hazards must be completed and initially cleared with ten (10) working days. After which any remaining work not pertaining to the removal or containment of lead hazards shall be completed within twenty (20) working days. After all work is completed a final clearance test shall be performed to ensure lead hazards have been properly removed and/or contained. The entire contract shall be enforceable for a period not to exceed thirty (30) working days.

Failure to complete said work by the aforementioned date will warrant a Notice to Failure to be mailed to the CONTRACTOR at the address furnished herein, and shall automatically levy a charge to the CONTRACTOR of fifty dollars (\$50.00) daily to be deducted from the contract price until the job is satisfactorily completed. The Homeowner/OHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

#### SECTION 4 – SPECIFICATIONS, CODES AND REGULATIONS

CONTRACTOR shall comply with all appropriate specifications, including the general conditions provided separately to the CONTRACTOR and codes referred to and with all regulations, ordinances and laws of the City of Jackson, the State of Mississippi, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors.

## SECTION 5 - INSURANCE

In carrying out the work herein proposed, the CONTRACTOR will maintain, as a minimum, the following insurance coverage:

- A. CONTRACTOR shall, at its expense, carry General Liability Insurance, with maximum limits not less than \$1,000,000 aggregate and \$1,000,000 each occurrence for bodily injury and \$1,000,000 aggregate and \$1,000,000 each occurrence for property damage.
- B. CONTRACTOR shall comply, at its expense, with all applicable provisions of the Workman's Compensation, unemployment compensation, sickness and disability and social security laws, and all other local, state and federal laws or regulations relating to employment.
- C. CONTRACTOR shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits not less than \$500,000 for one accident and Automotive Property Damage Insurance with maximum limits not less than \$250,000 for one accident to protect from all claims arising from the use of the following:
  - (1) CONTRACTOR's own automobiles and trucks
  - (2) Hired automobiles and trucks
  - (3) Automobiles and trucks owned by subcontractors

The aforementioned is to cover use of automobiles and trucks on and off the project sites.

- D. CONTRACTOR shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as the named insured and their servants, agents and employees as additional insured in amounts not less than bodily injury in the amount of \$500,000 for each person and \$1,000,000 aggregate and property damage liability in the amount of \$250,000 for each occurrence for damages arising out of an injury or destruction of property and a total (or aggregate) limit of \$500,000 for all damages arising out of injury to or destruction of property during the policy period.
- E. CONTRACTOR shall provide copies of such certificates before commencement of work, but this action will not relieve the CONTRACTOR of its independent obligation to obtain such insurance.

The CONTRACTOR shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the City. If a part of this contract is sublet, the CONTRACTOR shall require each Subcontractor to carry insurance of the same kinds and in like amounts carried by the prime CONTRACTOR.

Certificates of insurance shall state that thirty (30) days written notice will be given to the CITY before the policy is canceled or changed. No CONTRACTOR or Subcontractor will be allowed to start any work pertaining to the Agreement until certificates of all insurance required herein are filed with and approved by the CITY. The Certificates shall show the type, amount, class of operations covered, effective dates and dates of expiration of policies.



## SECTION 6 – ASBESTOS & LEAD BASED PAINT COMPLIANCE

- A. CONTRACTOR shall comply with the provisions of 29 CFR Part 1926(OSHA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:
1. The CONTRACTOR shall contact the CITY'S inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
  2. The CONTRACTOR shall conduct air quality monitoring when appropriated for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 µg/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.
  3. The CONTRACTOR shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
  4. The CONTRACTOR shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
  5. The CONTRACTOR shall make proper facilities available for worker hygiene when entering or exiting a work area.
  6. The CONTRACTOR shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
  7. The CONTRACTOR shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)
  8. The CONTRACTOR shall comply with all relevant MS Laws as well as federal laws at, 24 CFR 35 governing lead-based paint conditions in residential structures, EPA regulations at 40 CFR Part 61 governing asbestos, OSHA worker protection regulations, and any other relevant State and Federal lead-based paint regulations.
- B. CONTRACTOR shall agree to hire and secure a certified lead abatement agent to perform any lead work that requires abatement and/or supervision of lead work to ensure the unit is property contained while lead is being abated or contained. The CONTRACTOR also acknowledges and agrees that any lead work completed that does not require abatement, but can be contained through Renovation, Repair, and Painting (RRP) should be conducted by a licensed RRP certified firm. The CONTRACTOR shall furnish the credentials of the abatement agent and/or the RRP firm at the request of CITY and/or HOMEOWNER.
- C. CONTRACTOR and any subcontractors or agents shall comply with all relevant State and Federal Laws pursuant to 24 CFR 35.134(b) clearance regulations. The CONTRACTOR acknowledges and agrees that the unit will not be completed until all clearances have been performed and achieved. If dwelling has not been cleared of lead risk hazards basted on the lab results from the clearance measurements, the risk assessor will repeat clearance procedures until clearance is achieved at the expense of the contractor.

## SECTION 7 – PERMITS AND LICENSES

The CONTRACTOR shall obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

#### **SECTION 8 – DEBRIS AND MATERIAL REMOVAL**

The CONTRACTOR shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the CONTRACTOR, unless specifically spelled-out otherwise in the "Work write-up." The CONTRACTOR shall also dispose of demolition debris in compliance with State and Federal laws.

#### **SECTION 9 – ASSIGNMENTS AND SUBCONTRACTS**

Neither party may assign all or any portion of this contract without the prior written consent of the other. CONTRACTOR is responsible for all work carried out by all subcontractors.

CONTRACTOR shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the CITY or its designees or agents, members of the governing body of the CITY, any other public official of such locality who exercises any functions or responsibilities with respect to the Neighborhood Enhancement Division giving rise to this contract during his or her tenure or for one year thereafter.

#### **SECTION 10 – SUCCESSORS AND ASSIGNS**

The CITY, HOMEOWNER(S) and the CONTRACTOR each bind itself, partners, successors, receivers, administrators and assigns to the other party to this contract, and to the partners, successors, receivers, administrators, and assigns of each other party in respect of all covenants of this contract.

#### **SECTION 11 – NOTICES**

All notices, requests, demands, or other communications required by this Agreement, or desired to be given or made by either of the parties to the other hereto, shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

**CITY OF JACKSON, MISSISSIPPI**  
Attention: Deputy Director OHCD  
218 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**CONTRACTOR COMPANY NAME**  
Attention: Joe Collins  
President  
4604 Womack Drive  
Jackson, MS 39209  
601-922-7777

#### **SECTION 12 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM**

- A. **Defaults and Termination for Cause.** If the CONTRACTOR (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the

financial condition of the CONTRACTOR which would impair the CONTRACTOR's ability to perform its obligations hereunder, or (iii) should any of the CONTRACTOR's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the CONTRACTOR terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to CONTRACTOR concerning actions to be taken in order to affect the rescission or termination of the contract, and CONTRACTOR agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

- D. **Termination for Convenience.** The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be affected by delivering to the CONTRACTOR a notice of termination specifying the date upon which such termination becomes effective. The Notice of Termination shall include reasonable instructions to the CONTRACTOR concerning actions to be taken in insuring that the termination is effective. CONTRACTOR agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the CONTRACTOR's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

#### SECTION 13 - FEDERAL GRANTS

CONTRACTOR agrees to comply with federal regulations or restrictions as may be required by the terms of such LHCG, HHSF, and CDBG federal funding. In the event any other federal grants or funding becomes available, the CONTRACTOR agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

#### SECTION 14 - GOVERNING LAW AND LEGAL REMEDIES

This agreement shall be governed by the laws of the State of Mississippi. The CONTRACTOR expressly agrees that under no circumstances shall the CITY be obligated to pay attorney's fees or the cost of legal action against the CONTRACTOR.

#### SECTION 15 - INDEMNIFICATION

The CONTRACTOR agrees to indemnify and hold CITY and HOMEOWNER(S) harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and

nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, including governmental and physician claims and creditor, reasonable attorney and other professional fees and costs arising out of or in connection with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the CONTRACTOR, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

The CONTRACTOR further agrees to indemnify the CITY for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the CONTRACTOR's negligence or wrongful failure to perform.

#### SECTION 16 – LIEN WAIVERS

The CONTRACTOR agrees to protect, defend, and indemnify the CITY and HOMEOWNER(S) from any claims for unpaid work, labor or materials with respect to CONTRACTOR's performance. Final payment shall not be due until the CONTRACTOR has delivered to the CITY and HOMEOWNER complete release of all liens for work completed arising out of CONTRACTOR'S performance or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the CITY and HOMEOWNER(s) indemnifying them against any lien.

#### SECTION 17 – GUARANTY

The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Contractor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The CITY will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the CITY may, after giving thirty (30) days' notice to the CONTRACTOR, do so and charge the CONTRACTOR the cost thereby incurred. The CITY will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

#### SECTION 18 – NO AGENCY

The CONTRACTOR is an independent contractor providing services to the HOMEOWNER(S) and the employees, agents, and servants of the CONTRACTOR shall in no event be considered to be the employees, agents, or servants of the HOMEOWNER(S) or CITY. This Agreement is not intended to create an agency relationship between the CONTRACTOR and the HOMEOWNER(S) or CITY.

#### SECTION 19 – HEADINGS

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

#### SECTION 20 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The CONTRACTOR will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the CONTRACTOR and the CITY that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. If the CONTRACTOR shall fail to complete the work within the Contract time or extension of time granted by the CITY, then the CONTRACTOR may be required to pay to the City the amount of \$50 per day for liquidated damages as specific in the Bid for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the contract documents.
- D. The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the CITY,
  - 1. To any preference, priority or allocation order duly issued by the CITY.
  - 2. To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, Acts of God, or of the public enemy, acts of the CITY, acts of another CONTRACTOR in the performance of a contract with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
  - 3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).
- E. In the event that CONTRACTOR fails in any of its obligations under this Section, the CITY may take one or more of the following actions to protect its interests:
  - 1. Suspend the performance of the agreement until CONTRACTOR provides assurances that it intends to adhere to the said Standards of Professional Conduct;
  - 2. Terminate this Agreement upon giving three (3) days' written notice of CONTRACTOR's failure to adhere to the terms of this Section;
  - 3. Debar CONTRACTOR from future work for CITY for a period not less than six (6) months. CONTRACTOR shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or
  - 4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

CONTRACTOR shall include in every subcontract identical language to this Section and CONTRACTOR shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject CONTRACTOR to the remedies available to CITY for CONTRACTOR's failure to adhere to the requirements of this Section.

#### SECTION 21 – PROHIBITION OF KICKBACKS

CONTRACTOR nor any of its officers, partners, owners, agents, representative, employees, or parties in interest has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the contractor for which the attached proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with another proposer, firm, or person to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the CITY or any person interested in the proposed contract; and

The price or prices quoted are fair and proper and are not tainted by any collision, conspiracy, connivance or unlawful agreement on the part of the Proposer any of its agents, representative owners, employees, or parties in interest, including the affiant as so certified and attached hereto as "**Attachment D**" and made a part hereof.

#### SECTION 22 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPROSE UTILIZATION

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.
- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, an notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR'S commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor:
- E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. The CONTRACTOR will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

#### SECTION 23 – TRAINING AND EMPLOYMENT OF LOWER INCOME RESIDENTS OF PROJECT AREA

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

#### SECTION 24 – PAYMENT

- A. The City shall pay the CONTRACTOR within 30 days but no later than 45 days of completion of the project upon receipt of final invoice and certification of satisfactory completion by the Office of Housing and Community Development.
- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to CONTRACTOR.

**IT IS THEREFORE ORDERED** that the Mayor is authorized to execute any and all documents necessary to enter into a contract with Benjamin Wiggins DBA Ben Wiggins Remodeling and James Mayes to repair the property located at 1542 Barrett Ave, Jackson, MS 39204 under the Healthy Homes Production Grant program.

**IT IS FURTHER ORDERED** that the total amount expended under the contract shall not exceed nine thousand nine hundred and seven dollars (\$9,907.00).

**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, JAMES MAYES, AND BENJAMIN WIGGINS DBA BEN WIGGINS REMODELING 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	1542 Barrett Avenue Jackson, MS 39204																									
5.	Schedule (beginning date)	May 1, 2024																									
6.	Location: WARD 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	(\$9,907.00) 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	<table border="0"> <tr> <td>ABE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>AABE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>WBE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>HBE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>NABE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> </table>	ABE _____ %	WAIVER _____	yes _____	no _____	N/A _____	AABE _____ %	WAIVER _____	yes _____	no _____	N/A _____	WBE _____ %	WAIVER _____	yes _____	no _____	N/A _____	HBE _____ %	WAIVER _____	yes _____	no _____	N/A _____	NABE _____ %	WAIVER _____	yes _____	no _____	N/A _____
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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 April 23rd 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 1542 Barrett Avenue, Jackson, MS 39204.

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

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, JAMES MAYES, AND BENJAMIN WIGGINS DBA BEN WIGGINS REMODELING 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 

  
\_\_\_\_\_  
Date

6/11/24  
OFFICE OF THE CITY ATTORNEY

**CITY OF JACKSON, MISSISSIPPI**  
Department of Planning & Development – Office of Housing and Community  
Development – Neighborhood Enhancement Division

**HEALTHY HOMES PRODUCTION GRANT PROGRAM  
(HOMEOWNER) CONTRACT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter called (“CITY”), **HOMEOWNER NAME** hereinafter called (“HOMEOWNER”), whose address is **HOMEOWNER FULL ADDRESS and CONTRACTOR COMPANY NAME**, having its principal place of business at **CONTRACTOR COMPANY ADDRESS** and mailing address of **CONTRACTOR COMPANY ADDRESS**, hereinafter called the (“CONTRACTOR.”)

WHEREAS, the CITY is the recipient of Healthy Homes Production Grant (HHPG and/or Community Development Block Grant (CDBG) federal funds that can be used for the rehabilitation, interim controls, intervention, and/or remediation of lead hazards of housing within the CITY’s limits; and

WHEREAS, the HOMEOWNER, assisted with these grants funds is the primary resident and owner of the subject property and meets the eligibility requirements as set forth in the Residential Lead Based Paint Hazard Reduction Act of 1992 – Title X; and

WHEREAS, the CITY has decided to retain professional contractors for the rehabilitation services; and

WHEREAS, on \_\_\_\_\_ the governing authorities for the City of Jackson authorized the Mayor to execute a contract with the CONTRACTOR and HOMEOWNER related to rehabilitation of property located at \_\_\_\_\_; and

WHEREAS, the CONTRACTOR is willing to render such professional rehabilitation services in accordance with this Agreement for the consideration and upon the terms hereinafter stated.

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein set forth, the parties hereto agree as follows:

**SECTION 1 – LABOR, MATERIALS AND WORK WRITE-UP**

CONTRACTOR shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the “Work Write-Up” and described in the specifications and other Contract Documents prepared for **HOMEOWNER NAME** by the Housing Program Inspector, and attached hereto as “Attachment A” and made a part hereof for the total sum of DOLLAR AMOUNT WORD FORM 30/100 (\$00,000). The total sum provided to complete said work to be performed on the structure(s)/property located at **HOMEOWNER FULL ADDRESS**, all in accordance with terms of the Contract Documents is being provided to the HOMEOWNER in the form of a grant and is secured by the Lien Notice and Restriction on Transfer, which will be filed at the Hinds County Chancery Clerk as attached hereto as

***“Attachment B”.***

#### **SECTION 2 – SCOPE OF WORK**

CONTRACTOR acknowledges that it has prepared the CONTRACTOR’s Proposal as attached hereto as ***“Attachment C”*** and made a part hereof and that such proposal is accurate and consistent as to the name of CONTRACTOR, scope of work that the CONTRACTOR will undertake and price. CONTRACTOR acknowledges that the performance requirement established in the write-up and warrants that all work undertaken will conform to said specifications.

#### **SECTION 3 – TIME OF COMPLETION/ NOTICE TO PROCEED**

The Homeowner(s)/Office of Housing and Community Development (OHCD) shall issue a written Notice to Proceed within five (5) working days from the date this Agreement is fully executed, accepting the CONTRACTOR’S bid and proposal, provided the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Homeowner(s)/OHCD.

The CONTRACTOR shall commence working within ten (10) working days after issuance of the “Notice to Proceed.” Lead remediation, intervention, interim controls, abatement, lead work, and any other work pertaining to the removal or containment of lead base paint hazards must be completed and initially cleared with ten (10) working days. After which any remaining work not pertaining to the removal or containment of lead hazards shall be completed within twenty (20) working days. After all work is completed a final clearance test shall be performed to ensure lead hazards have been properly removed and/or contained. The entire contract shall be enforceable for a period not to exceed thirty (30) working days.

Failure to complete said work by the aforementioned date will warrant a Notice to Failure to be mailed to the CONTRACTOR at the address furnished herein, and shall automatically levy a charge to the CONTRACTOR of fifty dollars (\$50.00) daily to be deducted from the contract price until the job is satisfactorily completed. The Homeowner/OHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

#### **SECTION 4 –SPECIFICATIONS, CODES AND REGULATIONS**

CONTRACTOR shall comply with all appropriate specifications, including the general conditions provided separately to the CONTRACTOR and codes referred to and with all regulations.

ordinances and laws of the City of Jackson, the State of Mississippi, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors.

## SECTION 5 - INSURANCE

In carrying out the work herein proposed, the CONTRACTOR will maintain, as a minimum, the following insurance coverage:

- A. CONTRACTOR shall, at its expense, carry General Liability Insurance, with maximum limits not less than \$1,000,000 aggregate and \$1,000,000 each occurrence for bodily injury and \$1,000,000 aggregate and \$1,000,000 each occurrence for property damage.
- B. CONTRACTOR shall comply, at its expense, with all applicable provisions of the Workman's Compensation, unemployment compensation, sickness and disability and social security laws, and all other local, state and federal laws or regulations relating to employment.
- C. CONTRACTOR shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits not less than \$500,000 for one accident and Automotive Property Damage Insurance with maximum limits not less than \$250,000 for one accident to protect from all claims arising from the use of the following:
  - (1) CONTRACTOR's own automobiles and trucks
  - (2) Hired automobiles and trucks
  - (3) Automobiles and trucks owned by subcontractors

The aforementioned is to cover use of automobiles and trucks on and off the project sites.

- D. CONTRACTOR shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as the named insured and their servants, agents and employees as additional insured in amounts not less than bodily injury in the amount of \$500,000 for each person and \$1,000,000 aggregate and property damage liability in the amount of \$250,000 for each occurrence for damages arising out of an injury or destruction of property and a total (or aggregate) limit of \$500,000 for all damages arising out of injury to or destruction of property during the policy period.
- E. CONTRACTOR shall provide copies of such certificates before commencement of work, but this action will not relieve the CONTRACTOR of its independent obligation to obtain such insurance.

The CONTRACTOR shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the City. If a part of this contract is sublet, the CONTRACTOR shall require each Subcontractor to carry insurance of the same kinds and in like amounts carried by the prime CONTRACTOR.

Certificates of insurance shall state that thirty (30) days written notice will be given to the CITY before the policy is canceled or changed. No CONTRACTOR or Subcontractor will be allowed to start any work pertaining to the Agreement until certificates of all insurance required herein are filed with and approved by the CITY. The Certificates shall show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

#### SECTION 6 – ASBESTOS & LEAD BASED PAINT COMPLIANCE

A. CONTRACTOR shall comply with the provisions of 29 CFR Part 1926(OSHA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:

1. The CONTRACTOR shall contact the CITY'S inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
2. The CONTRACTOR shall conduct air quality monitoring when appropriated for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 µg/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.
3. The CONTRACTOR shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
4. The CONTRACTOR shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
5. The CONTRACTOR shall make proper facilities available for worker hygiene when entering or exiting a work area.
6. The CONTRACTOR shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
7. The CONTRACTOR shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)
8. The CONTRACTOR shall comply with all relevant MS Laws as well as federal laws at, 24 CFR 35 governing lead-based paint conditions in residential structures, EPA regulations at 40 CFR Part 61 governing asbestos, OSHA worker protection regulations, and any other relevant State and Federal lead-based paint regulations.

B. CONTRACTOR shall agree to hire and secure a certified lead abatement agent to perform any lead work that requires abatement and/or supervision of lead work to ensure the unit is property contained while lead is being abated or contained. The CONTRACTOR also acknowledges and agrees that any lead work completed that does not require abatement, but can be contained through Renovation, Repair, and Painting (RRP) should be conducted by a licensed RRP certified firm. The CONTRACTOR shall furnish

the credentials of the abatement agent and/or the RRP firm at the request of CITY and/or HOMEOWNER.

- C. CONTRACTOR and any subcontractors or agents shall comply with all relevant State and Federal Laws pursuant to 24 CFR 35.134(b) clearance regulations. The CONTRACTOR acknowledges and agrees that the unit will not be completed until all clearances have been performed and achieved. If dwelling has not been cleared of lead risk hazards based on the lab results from the clearance measurements, the risk assessor will repeat clearance procedures until clearance is achieved at the expense of the contractor.

#### SECTION 7 – PERMITS AND LICENSES

The CONTRACTOR shall obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

#### SECTION 8 – DEBRIS AND MATERIAL REMOVAL

The CONTRACTOR shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the CONTRACTOR, unless specifically spelled-out otherwise in the “Work write-up.” The CONTRACTOR shall also dispose of demolition debris in compliance with State and Federal laws.

#### SECTION 9 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this contract without the prior written consent of the other. CONTRACTOR is responsible for all work carried out by all subcontractors.

CONTRACTOR shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the CITY or its designees or agents, members of the governing body of the CITY, any other public official of such locality who exercises any functions or responsibilities with respect to the Neighborhood Enhancement Division giving rise to this contract during his or her tenure or for one year thereafter.

#### SECTION 10 – SUCCESSORS AND ASSIGNS

The CITY, HOMEOWNER(S) and the CONTRACTOR each bind itself, partners, successors, receivers, administrators and assigns to the other party to this contract, and to the partners, successors, receivers, administrators, and assigns of each other party in respect of all covenants of this contract.

#### SECTION 11 – NOTICES

All notices, requests, demands, or other communications required by this Agreement, or desired to be given or made by either of the parties to the other hereto, shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to

the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

**CITY OF JACKSON, MISSISSIPPI**  
Attention: Deputy Director OHCD  
218 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**CONTRACTOR COMPANY NAME**

#### SECTION 12 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

A. Defaults and Termination for Cause. If the CONTRACTOR (i) shall violate any substantial

provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the CONTRACTOR which would impair the CONTRACTOR's ability to perform its obligations hereunder, or (iii) should any of the CONTRACTOR's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the CONTRACTOR terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to CONTRACTOR concerning actions to be taken in order to affect the rescission or termination of the contract, and CONTRACTOR agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

D. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be affected by delivering to the CONTRACTOR a notice of termination specifying the date upon which such termination becomes effective. The Notice of Termination shall include reasonable instructions to the CONTRACTOR concerning actions to be taken in insuring that the termination is effective. CONTRACTOR agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the CONTRACTOR's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

#### SECTION 13 - FEDERAL GRANTS

CONTRACTOR agrees to comply with federal regulations or restrictions as may be required by the terms of such LHCG, HHSF, and CDBG federal funding. In the event any other federal grants or funding becomes available, the CONTRACTOR agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.



#### SECTION 14 - GOVERNING LAW AND LEGAL REMEDIES

This agreement shall be governed by the laws of the State of Mississippi. The CONTRACTOR expressly agrees that under no circumstances shall the CITY be obligated to pay attorney's fees or the cost of legal action against the CONTRACTOR.

#### SECTION 15 - INDEMNIFICATION

The CONTRACTOR agrees to indemnify and hold CITY and HOMEOWNER(S) harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, including governmental and physician claims and creditor, reasonable attorney and other professional fees and costs arising out of or in connection with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the CONTRACTOR, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

The CONTRACTOR further agrees to indemnify the CITY for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the CONTRACTOR's negligence or wrongful failure to perform.

#### SECTION 16 – LIEN WAIVERS

The CONTRACTOR agrees to protect, defend, and indemnify the CITY and HOMEOWNER(S) from any claims for unpaid work, labor or materials with respect to CONTRACTOR's performance. Final payment shall not be due until the CONTRACTOR has delivered to the CITY and HOMEOWNER complete release of all liens for work completed arising out of CONTRACTOR'S performance or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the CITY and HOMEOWNER(s) indemnifying them against any lien.

#### SECTION 17 – GUARANTY

The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Contractor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The CITY will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the CITY may, after giving thirty (30) days' notice to the CONTRACTOR, do so and charge the CONTRACTOR the cost thereby incurred. The CITY will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

## SECTION 18 – NO AGENCY

The CONTRACTOR is an independent contractor providing services to the HOMEOWNER(S) and the employees, agents, and servants of the CONTRACTOR shall in no event be considered to be the employees, agents, or servants of the HOMEOWNER(S) or CITY. This Agreement is not intended to create an agency relationship between the CONTRACTOR and the HOMEOWNER(S) or CITY.

## SECTION 19 – HEADINGS

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

## SECTION 20 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The CONTRACTOR will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the CONTRACTOR and the CITY that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. If the CONTRACTOR shall fail to complete the work within the Contract time or extension of time granted by the CITY, then the CONTRACTOR may be required to pay to the City the amount of \$50 per day for liquidated damages as specific in the Bid for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the contract documents.
- D. The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the CITY,
  - 1. To any preference, priority or allocation order duly issued by the CITY.
  - 2. To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, Acts of God, or of the public enemy, acts of the CITY, acts of another CONTRACTOR in the performance of a contract with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
  - 3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).
- E. In the event that CONTRACTOR fails in any of its obligations under this Section, the CITY may take one or more of the following actions to protect its interests:

1. Suspend the performance of the agreement until CONTRACTOR provides assurances that it intends to adhere to the said Standards of Professional Conduct;
2. Terminate this Agreement upon giving three (3) days' written notice of CONTRACTOR's failure to adhere to the terms of this Section;
3. Debar CONTRACTOR from future work for CITY for a period not less than six (6) months. CONTRACTOR shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or
4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

CONTRACTOR shall include in every subcontract identical language to this Section and CONTRACTOR shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject CONTRACTOR to the remedies available to CITY for CONTRACTOR's failure to adhere to the requirements of this Section.

#### SECTION 21 – PROHIBITION OF KICKBACKS

CONTRACTOR nor any of its officers, partners, owners, agents, representative, employees, or parties in interest has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the contractor for which the attached proposal has been submitted or to reframe from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with another proposer, firm, or person to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the CITY or any person interested in the proposed contract; and

The price or prices quoted are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer any of its agents, representative owners, employees, or parties in interest, including the affiant as so certified and attached hereto as "*Attachment D*" and made a part hereof.

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- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.

- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, an notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR'S commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
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#### SECTION 23 – TRAINING AND EMPLOYMENT OF LOWER INCOME RESIDENTS OF PROJECT AREA

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

#### SECTION 24 – PAYMENT

- A. The City shall pay the CONTRACTOR within 30 days but no later than 45 days of completion of the project upon receipt of final invoice and certification of satisfactory completion by the Office of Housing and Community Development.

B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to CONTRACTOR.

**SECTION 25 – GENERAL PROVISIONS**

This contract embodies all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.

**SECTION 26 - ACCEPTANCE**

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

**HOMEOWNER(S):**

\_\_\_\_\_  
**HOMEOWNER NAME, Homeowner**

\_\_\_\_\_  
**Spouse and/or Co-Owner**

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

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

**CITY OF JACKSON, MISSISSIPPI**

**CONTRACTOR**

\_\_\_\_\_  
**CHOKWE A. LUMUMBA, Mayor**

\_\_\_\_\_  
**CONTRACTOR NAME, President**

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

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

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
**ANGELA HARRIS,**  
City Clerk

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_

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

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

**ATTACHMENT B**

**LIEN NOTICE AND RESTRICTION ON TRANSFER**

**WHEREAS, HOMEOWNER NAME**, "the Owner" of certain real property (the "Property") located at the City of Jackson, First Judicial District, Hinds County, Mississippi, more particularly described as follows: Address: **HOMEOWNER ADDRESS**.

**Description PROPERTY LOT NUMBER**

**WHEREAS**, the City of Jackson, Department of Planning, Office of Housing and Community Development's (OHCD) Healthy Homes Production Grant (HHPG) is undertaking to provide funds to carry out certain lead hazard control interventions and/or home rehabilitation which are being made to a structure located on the above described property which is the dwelling of the Owner(s) at a total cost of, \_\_\_\_\_; and

**WHEREAS**, all HHPG and the Owner agree that said total amount of lien is subject to final completion costs based upon potential change orders (See Attachment A), that are property executed and approved per contract terms; and

**WHEREAS**, HHPG is undertaking to provide funds for Lead Hazard Control Interventions and/or Home Rehabilitation for the purpose of upgrading and enhancing the living condition of Owner(s), and not for the purpose of increasing the sales price which Owner(s) will receive upon resale of the property.

**NOW THEREFORE**, in order to effectuate the above stated purpose and in consideration of the funds provided, Owner(s) hereby covenants unto the City of Jackson in the event that the Property, or any part thereof, is sold, transferred, or conveyed by Owner(s) within a period of \_\_\_\_ ( ) years from date of completion of the Lead Hazard Control Interventions and/or Home Rehabilitation,

Owner(s) grants unto HHPG prior to such sale, transfer of conveyance, the sum of \$ \_\_\_\_\_ as repayment of amounts expended by HHPG on the Lead Hazard Control Interventions and/or Home Rehabilitation.

Owner(s) grants unto the City of Jackson a continuing lien upon and security interest in the Property, to secure the prompt payment of any amounts due hereunder, which lien shall constitute a covenant running with the land be enforceable against the Property.

If Owner(s) should sell, transfer or convey the property within the time periods referenced above without having repaid the City of Jackson, the stated amount expended on Lead Hazard Control and Home Rehabilitation, HHPG may sell the Property, at public or private sale, and deduct the proceeds of such sale the total sum expended on Rehabilitation together with interest thereof at the rate of ten percent (10%) per annum, attorney's fees and all costs of sale, with the balance remaining being paid to Owner(s) or its proper representative, and any deficit being paid to Owner(s) or its proper representative and any deficit being the continuing obligation of Owner(s), its heirs and personal representatives. Notwithstanding the power of sale herein granted, Owner(s) shall remain personally liable for any amounts due hereunder and City of Jackson may proceed directly against Owner(s), its heirs or personal representatives, upon breach of this agreement.

**ATTACHMENT B**

**WITNESS MY SIGNATURE** on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, Signature

\_\_\_\_\_  
Spouse or Co-owner, Signature

**STATE OF MISSISSIPPI  
COUNTY OF HINDS**

**PERSONALLY** came and appeared me, the undersigned authority in and for the jurisdiction aforesaid \_\_\_\_\_ who, acknowledged to me that he/she signed and delivered the above and foregoing instrument of writing on the date and year therein mentioned as his act and deed.

**GIVEN UNDER MY HAND AND OFFICIAL SEAL**, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**MY COMMISSION EXPIRES:**

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**ATTACHMENT D**



**CONTRACTOR'S NON-KICKBACK CERTIFICATION**

DATE: \_\_\_\_\_

CASE: PROPERTY ADDRESS

TO: Neighborhood Enhancement Division  
218 South President Street, Suite 331  
Jackson, Mississippi 39201

RE: Property located at ADDRESS

Contract Dated: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

Contractor: \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENT:**

That as a Contactor responsible for provision of goods and/or services under the above-mentioned contract. I nor my company were forced or encouraged to forfeit any portion of the contract amount in order to be employed as contractors on this job.

By: \_\_\_\_\_  
CONTRACTOR NAME, President

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

Witness: \_\_\_\_\_  
Print

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

To Grantee File





CITY OF JACKSON, MISSISSIPPI
DEPARTMENT OF PLANNING AND DEVELOPMENT
OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT (OHCD)

Acknowledgement of Receipt

I, HOMEOWNER NAME, homeowner residing at HOMEOWNER ADDRESS, hereby acknowledge that I received a copy of the full Lead Inspection Risk Assessment (LIRA) report and Healthy Home Rating System (HHRS) report. I confirm and acknowledge that I understand that the LIRA report identifies all areas of my home where lead and lead risks were detected and details actions to reduce, contain, and/or eliminate lead hazards. I further confirm and acknowledge that I understand that the HHRS report identifies additional areas of my home where other non-lead related health risks exist and this report does not guarantee all or any HHRS risks identified will be removed or addressed as part of my participation of the Heathy Homes Production Grant Program.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND HAVE RECEIVED A COPY OF THE LEAD INSPECTION/RISK ASSESSMENT REPORT AND THE HEALTHY HOMES RATING SYSTEM REPORT.

Homeowner name
SIGNATURE OF OWNER/RENTER/ DATE

SIGNATURE OF CO-OWNER/ DATE

STATE OF MISSISSIPPI
COUNTY OF HINDS:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_, 20\_\_ by \_\_\_, and \_\_\_ who is (are) personally known to me or who has produced \_\_\_ as identification.

Notary Public

My Commission Expires:



CITY OF JACKSON, MISSISSIPPI
DEPARTMENT OF PLANNING AND DEVELOPMENT
OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT (OHCD)
HEALTHY HOMES PRODUCTION GRANT (HHPG)

VOLUNTARY TEMPORARY RELOCATION/HOUSING AGREEMENT

THIS PLAN IS FOR (List all members of the household, beginning with the applicant):

WE (I) RESIDE AT

I UNDERSTAND THAT FOR MY SAFETY, THE SAFETY OF MY FAMILY, AND THE CONTRACTORS, IT IS IN EVERYONES BEST INTEREST THAT ALL OCCUPANTS OF THE HOME BE OFF OF THE PREMISES WHILE THE WORK IS ON GOING. I UNDERSTAND THAT ALL OCCUPANTS OF THE HOME MUST BE OFF THE PREMISES DURING CONSTRUCTION.

(INITIALS OF HOMEOWNERS)

I UNDERSTAND THAT THE CALIBER OF REPAIRS BEING MADE TO MY HOME DOES NOT REQUIRE ME TO VACATE OR RELOCATE FROM MY HOME. I UNDERSTAND THAT WHILE LEAD IS BEING TREATED THAT I OR ANYONE IN MY HOUSEHOLD SHOULD NOT BE AROUND OR ON THE CONSTRUCTION SITE.

(INITIALS OF HOMEOWNERS)

I UNDERSTAND THAT IT IS DANGEROUS TO TAMPER WITH ANYTHING ON OR INVOLVING THE CONSTRUCTION WORK OR SITE AND WILL REFRAIN FROM DOING ANYTHING TO DISRUPT, DAMAGE, OR CREATE A HAZARDOUS ENVIRONMENT.

(INITIALS OF HOMEOWNERS)

I UNDERSTAND THAT DURING CONSTRUCTION INCIDENTS CAN OCCUR THAT CAUSE SHRUBS, GRASS, LAWN ORNAMENTS, AND OTHER LANDSCAPING OR OUTDOOR FURNITURE OR ITEMS, TO BE DAMAGED OR DESTROYED. I VOLUNTARILY ACCEPT THIS FACT AND AGREE TO THIS MINOR INCONVENIENCE IN ORDER TO OBTAIN A BETTER HOME ENVIRONMENT FOR MYSELF AND MY FAMILY.

(INITIALS OF HOMEOWNERS)



I UNDERSTAND THAT THE CITY AND THE LHCG, HHSF, HHPG AND CDBG PROGRAMS ARE NEITHER LIABLE NOR RESPONSIBLE FOR INCIDENTAL DAMAGE TO MY BELONGINGS DURING CONSTRUCTION. IF I DECIDE TO RELOCATE DURING CONSTRUCTION, MY PACKING, THE MOVE, THE STORAGE, OR INCIDENTALS INCURRED DURING MY STAY AT MY TEMPORARY LIVING QUARTERS IS NOT THE LIABILITY OF THE CITY AND THE LHCG, HHSF, HHPG AND CDBG PROGRAMS. THE CITY RECOMMENDS THAT YOU DO NOT STORE VALUABLE JEWERY, OR ANY IRREPLACEABLE ITEMS OR DOCUMENTS, BUT SECURE THEM IN AN INCONSPICUOUS TRUSTED PLACE OF YOUR SOLE KNOWLEDGE. IF YOU DECIDE TO RELOCATE, YOU SHOULD MOVE THESE ITEMS YOURSELF OR HAVE A TRUSTED FAMILY MEMBER DO SO ON YOUR BEHALF.

\_\_\_\_\_ (INITIALS OF HOMEOWNERS)

I UNDERSTAND THAT BEING OUT OF MY HOME MAY BE AN INCONVENIENCE TO ME, AND I VOLUNTARILY AGREE TO THIS MINOR INCONVENIENCE IN ORDER TO OBTAIN A BETTER HOME ENVIRONMENT FOR MYSELF AND MY FAMILY.

\_\_\_\_\_ (INITIALS OF HOMEOWNERS)

I UNDERSTAND THAT CONSTRUCTION PROJECTS ROUTINELY HAVE DELAYS AND I MAY BE OUT OF MY HOME LONGER THAN I ANTICIPATED. I VOLUNTARILY ACCEPT THIS FACT AND AGREE TO THIS MINOR INCONVENIENCE IN ORDER TO OBTAIN A BETTER HOME ENVIRONMENT FOR MYSELF AND MY FAMILY.

\_\_\_\_\_ (INITIALS OF HOMEOWNERS)

I UNDERSTAND THAT I CANNOT BE ON THE CONSTRUCTION SITE UNTIL THE UNIT HAS BEEN CLEARED OF LEAD HAZARDS, THE HOME IS CLEARED BY THE CITY OF JACKSON'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT, AND THE OHCD STAFF NOTIFIES ME THAT THE LEAD HAZARDS HAVE BEEN CLEARED.

\_\_\_\_\_ (INITIALS OF HOMEOWNERS)

I UNDERSTAND THAT, IF NECESSARY, THE CITY MUST SCHEDULE THE MOVE OF FURNISHINGS FROM AND BACK TO MY HOME. THIS IS A COORDINATED EFFORT, BUT COULD MEAN THAT I WILL BE WITHOUT SOME OF MY BELONGINGS, TEMPORARILY WHILE MOVING OCCURS. I ACCEPT THIS MINOR INCONVENIENCE IN ORDER TO OBTAIN A BETTER HOME ENVIRONMENT FOR MYSELF AND MY FAMILY.

\_\_\_\_\_ (INITIALS OF HOMEOWNERS)



I UNDERSTAND THE CITY MAY ONLY PROVIDE THE FOLLOWING SERVICES REGARDING MY TEMPORARY RELOCATION IF DEEMED ELIGIBLE:

- 1) Moving (excluding packing but including boxes)
- 2) Storage (Storage facility size determined by Movers and agreed to by City. Storage facility will be secure and climate-controlled.)
- 3) Deposits for Storage Units and/or Apartments or Rental Units (to be disbursed directly to the provider)
- 4) Temporary Housing – Rent Payments (Apartment, Extended Stay Hotel, or other rental unit)
- 5) Utility Hook-Up, Deposits, or Transfers (if applicable)

\_\_\_\_\_ (INITIALS OF HOMEOWNERS)

I UNDERSTAND THE CITY WILL NOT PROVIDE THE FOLLOWING SERVICES REGARDING MY TEMPORARY RELOCATION IF DEEMED ELIGIBLE:

- 1) Packing
- 2) Utilities while in rental unit
- 3) Cleaning of existing house
- 4) Cleaning of rental upon departure of Homeowner
- 5) Services for persons who are not the Homeowners' and not listed above as a household member.

\_\_\_\_\_  
HOMEOWNER, SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF CO-OWNER

\_\_\_\_\_  
DATE

**STATE OF MISSISSIPPI  
COUNTY OF HINDS:**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, and \_\_\_\_\_ who is (are) personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_





OFFICE OF HOUSING AND  
COMMUNITY DEVELOPMENT

CONTRACTOR BID FORM

Program Type:  Limited Repair Rehabilitation  Comprehensive Rehabilitation  
(Select One)

Contractor Information:

Company: Ben Wiggins Remodeling  
Name: Benjamin Wiggins  
Address: 1619 Central St  
City, State: Jackson MS Zip/Postal Code: 39203  
Email: Boss Wiggins PR & YTHO.com  
Phone: 601-209-4823 Fax: \_\_\_\_\_

Project Bid Information:

Rehabilitation Site Address: 1542 Barnett Avenue

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 \$ 14,000.00.

I understand that I am bidding to participate in programs that are funded through the U. S.  
Department of Housing and Urban Development and that my bid must reflect costs that are both  
reasonable and necessary for the completion of the project as described in the documents provided  
to me by the City of Jackson, Office of Housing and Community Development.

Contractor Signature: Benjamin Wiggins Date: 3-18-2024  
Printed Name: Benjamin Wiggins  
Company: Ben Wiggins Remodeling



**OFFICE OF HOUSING AND  
COMMUNITY DEVELOPMENT**

**CONTRACTOR BID FORM**

**Program Type:**  Limited Repair Rehabilitation  Comprehensive Rehabilitation  
(Select One)

**Contractor Information:**

**Company:** Al n I maint  
**Name:** Harvey Williams  
**Address:** 630 Brandon Ave  
**City, State:** Jackson **Zip/Postal Code:** 39208  
**Email:** Al n I maint@yahoo.com  
**Phone:** 601 838 7767 **Fax:** \_\_\_\_\_

**Project Bid Information:**

**Rehabilitation Site Address:** 1547 Barnett Ave

Based upon the scope of work and specifications provided (See Attached), Al n I maint (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.

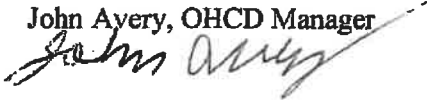
**Contractor Signature:** Harvey Williams **Date:** 3/18/74  
**Printed Name:** Harvey Williams  
**Company:** Al n I maint

Office of Housing &  
Community Development

**TO:** NED File  
**FROM:** John Avery, Manager, OHCD  
**DATE:** April 2, 2024,  
**Re:** Bid for 1542 Barrett Ave./ Ben Wiggins

- I contacted Mr. Wiggins and informed him that we had to move to the next bid which was his bid of \$14,000 and that our cost was only \$9,907. Mr. Wiggins said that he would accept this bid at our cost of \$9,907.

John Avery, OHCD Manager



Ben Wiggins





Benjamin Wiggins  
**Ben Wiggins Remodeling**  
1619 Central Street  
Jackson, MS 39203

April 2, 2024

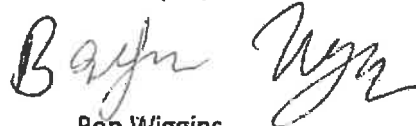
Office of Housing and Community Development  
Attention: John Avery  
218 S. President St., 2<sup>nd</sup> Floor  
Jackson, MS 39201

Dear Sir:

I am pleased to accept award of the renovation project at 1542 Barrett Avenue. Work described in work write up/quote will be completed for the quoted amount of \$9,907.

We look forward to working with you.

Thank you,

A handwritten signature in black ink, appearing to read "Ben Wiggins", written in a cursive style.

Ben Wiggins  
Ben Wiggins Remodeling

**CITY OF JACKSON**  
**OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT**  
**HHPG REPAIR PROGRAM**



**|| 1542 BARRETT AVENUE**

**1. LIVING ROOM**

- 1) REPAIR CEILING (APPROX 8 SQ.FT)
- 2) PRIME AND REPAINT CEILING (APPROX 130 SQ.FT)

**2. KITCHEN**

- 1) REPAIR FLOOR STRUCTURE (APPROX. 16 SQ.FT)
- 2) INSTALL LINOLEUM FLOORING (APPROX 120 SQ.FT)
- 3) REMOVE AND REPLACE LIGHT FIXTURE ASSY.
- 4) INSTALL NEW VENTHOOD ASSY AND CABINET. Include all applicable hardware ductwork and trim.
- 5) REPAINT CEILING (APPROX 120 SQ.FT)
- 6) ISOLATE HOT WATER HEATER.

**3. BEDROOM#2**

- 1) REMOVE AND REPLACE LIGHT FIXTURE ASSY. Include all applicable hardware and trim

**4. BEDROOM#3**

- 1) REPAIR SHEETROCK IN CEILING (APPROX 9 SQ.FT)
- 2) PRIME AND REPAINT CEILING (APPROX 100 SQ.FT)

**5. BATHROOM**

- 1) REMOVE AND REPLACE LAVATORY CABINET ASSY. Include all applicable hardware, top, and trim
- 2) INSTALL NEW LAVATORY FAUCET ASSY. Include all applicable hardware and trim
- 3) REPAIR SHEETROCK IN CEILING (APPROX 9 SQ.FT)
- 4) REPAINT CEILING AND WALLS TO CHAIR RAIL. (APPROX 40 SQ.FT ROOM)
- 5) R/R LIGHT FIXTURE ASSY. Include all applicable hardware and trim
- 6) INSTALL NEW GFCI OUTLET. Include all applicable wiring, hardware and trim.

**6. HALLWAY**

- 1) SECURE FLOORING IN HALLWAY ENTRY.

**CITY OF JACKSON**  
**OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT**  
**HHPG REPAIR PROGRAM**



**7. WINDOWS**

- 1) REPAIR WINDOWS IN DINING ROOM, LAUNDRY ROOM, BEDROOM #2, & BEDROOM #3 (APPROX 6 WINDOWS)

1542 BARRETT AVENUE

# Cost estimate

Description	Unit Price	Line Total
Ceiling repairs(3 rooms)		\$1296
P/P ceilings in 4 rooms(approx. 390sq.ft)		\$1486
Repair approx. 16sq.ft floor structure		\$688
Install approx. 120sq.ft linoleum flooring		\$780
Install new vent hood with cabinet		\$858
R/R 3 light fixtures		\$957
Add GFCI circuit		\$204
Resecure hallway flooring		\$50
Repair 6 windows		\$1692
R/R lavatory cabinet		\$629
Install new lavatory faucet		\$366
<b>TOTAL</b>		<b>\$9006.00</b>
+10%		\$9907.00
-10%		\$8105.00

Name History

**Name**  
al-n-1 maint LLC

**Name Type**  
Legal

Business Information

<b>Business Type:</b>	Limited Liability Company
<b>Business ID:</b>	1434089
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	03/14/2024
<b>State of Incorporation:</b>	Mississippi
<b>Principal Office Address:</b>	NO PRINCIPAL OFFICE ADDRESS FOUND

Registered Agent

**Name**  
HARVEY WILLIAMS  
2248 maddox rd  
jackson, MS 39209

Officers & Directors

<b>Name</b>	<b>Title</b>
HARVEY WILLIAMS 630 BRANDON AVE jackson, MS 39209	

**1542 BARRETT AVE** Jackson, MS 39204

 **Feedback**



**Name**

Name this location...

**Property Owner**

**Name**

MAYES JAMES

Phone

Email

Address

1542 BARRETT AVE,JACKSON MS 39204,

Flags 


[+ Add Flag](#)

FLOOD ZONE: 0.2 PCT ANNUAL CHANCE FLOOD HAZARD 

ZONING: R-4 

CURRENT LAND USE: MEDIUM DENSITY RESIDENTIAL 

PRECINCT: 2 

TRACT: 28049011500 

WARD: 5 

ZIP CODE: 39204 

BUILDING CONDITION: SOUND 

 [Edit](#)

## Details

Zoning

--

Building Type

--

Occupancy

--

MBL

162-168

Year Built

1948

Book Page

--

Lot Area

--

Water

--

Sewage

--

Subdivision

--

Add a note...

Notes 

Attachments 

### Records

#	Type	Date Submitted	Status
RED-24-64	PLANNING & DEVELOPMENT RE...	Mar. 13, 2024	STOPPED
RED-24-65	PLANNING & DEVELOPMENT RE...	Mar. 19, 2024	ACTIVE
HHPG-23-66	2023 Healthy Homes Production ...	Jun. 28, 2023	ACTIVE
RES-21-68	Residential Building Permit - New ...	Feb. 3, 2021	COMPLETE

### Units

[+ Add Unit](#)

#
Main Building



REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, AUGUST 31, 2021 10:00 A.M.

459

Thereafter, President Lindsay called for a vote on said Order as amended:

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A FIVE (5) YEAR LEASE AGREEMENT FOR THE LEASE OF OFFICE SPACE FOR PRECINCT 4.**

WHEREAS, the City of Jackson Police Department currently leases space for Precinct 4 at 5080 Parkway Drive, Jackson, Mississippi; and

WHEREAS, the current lease is set to expire on August 31, 2021; and

WHEREAS, Colonial Mart Retail, LLC has offered the 1st Amendment to Lease for a term of five (5) years at a cost of \$4,289.00 per month, with an option to terminate at the end of each year at a cost of \$1,000.00 per year for each year remaining in the lease; and

WHEREAS, the City of Jackson Police Department has funds in its General Fund to cover this expense.

IT IS HEREBY ORDERED that the Mayor be authorized to execute a lease agreement with Colonial Mart Retail LLC for five (5) years.

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

Nays - None.

Absent - None.

\*\*\*\*\*

There came for consideration Agenda Item No. 28:

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY ACCESS AGREEMENT BETWEEN THE CITY OF JACKSON AND GREAT CITY MS FOUNDATION FOR JAMIE FOWLER BOYLE PARK TO PERFORM INSPECTIONS, SURVEYING, SOIL AND ENVIRONMENTAL TESTING, SITE TOURS, AND SURFACE MAINTENANCE WITH AN OBJECTIVE TO DEVELOP A PEDESTRIAN BRIDGE AND TRAIL.** President Lindsay stated said item was pulled by the Administration.

\*\*\*\*\*

~~ORDER AUTHORIZING THE MAYOR 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.~~

WHEREAS, the overarching purpose of the Office of Lead Hazard Control and Healthy Homes is to assist states, cities, counties/parishes, Native American Tribes or other units of local government in undertaking comprehensive programs to identify and control housing-based health hazards in eligible privately-owned rental or owner-occupied housing; and

WHEREAS, Jackson has an aged housing stock and research has proven that residents of older homes are at higher risk of being exposed to health hazards such as mold, lead-based paint, asthma triggers, etc. Therefore, healthy homes production programs are essential for existing and future housing rehabilitation programs; and

WHEREAS, the Department of Planning and Development, through its Office of Housing and Community Development, is requesting approximately \$2,000,000.00 from the U.S. Department of Housing and Urban Development's Office Lead Hazard Control and Healthy Homes under the Fiscal Year (FY) 2021 Healthy Homes Production Grant Program; and

WHEREAS, applicants are required to provide a 10% match of requested grant funds; and

WHEREAS, the required matching funds will be contributed through CDBG funds of \$200,000.00 and will be provided over the four (4) year time period for the grant.



31



**ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE COMMUNITY FOUNDATION FOR MISSISSIPPI TO SERVE AS THE FISCAL AGENT TO THE NATIONAL FOLK FESTIVAL IN JACKSON, MISSISSIPPI IN THE YEARS 2025-2027**

**WHEREAS**, on August 1, 2023, the Jackson Council authorized the Office of Economic Development to submit a proposal and related documents to the National Council for the Traditional Arts to apply for Jackson, Mississippi, to be the host city for the 2024 National Folk Festival; and

**WHEREAS**, on November 29, 2023, the National Council for the Traditional Arts (NCTA) notified the Office of Economic Development that Jackson, Mississippi that it had been selected as a leading candidate to be the host city for the 2025, 2026, and 2027 National Folk Festival; and

**WHEREAS**, on May 7, 2024, the governing authorities authorized the execution of an Operating Agreement with the NCTA; and

**WHEREAS**, the National Folk Festival is a free, large-scale, three-day outdoor event celebrating American culture's roots, richness, and variety. It features over 350 of the nation's finest traditional musicians, dancers, craftspeople, and other keepers of culture in performances, workshops, and demonstrations, plus children's activities, savory regional and culturally diverse cuisines, participatory dancing, storytelling, parades, and more; and

**WHEREAS**, the Office of Economic Development anticipates that there will be significant financial activity associated with the implementation of the National Folk Festival including but not limited to receiving and expending donations and grants obtained; and

**WHEREAS**, the Office of Economic Development believes that the best interest of the City of Jackson would be served by reducing the impact that the project will have on ordinary and customary activity of the Department of Finance and Administration by designating a fiscal agent to manage the funding received specifically for the National Folk Festival; and

**WHEREAS**, the Community Foundation for Mississippi (CFM) is qualified and capable of serving as the City of Jackson's fiscal agent for the planning and execution of the National Folk Festival in Jackson to receive and manage funds from various sources to be expended only for the National Folk Festival consistent with the terms of the City of Jackson's operating agreement with the NCTA; and

**WHEREAS**, the essential terms of the MOU with the Community Foundation for Mississippi are as follows:

1. **Award.** The City has agreed that CFM will receive cash or cash equivalents (hereinafter sometimes referred to as the "Donation" and the "Donated Funds"). Donated Funds shall be available during the period beginning \_\_\_\_\_, and ending on December 31, 2027, or

Agenda Item # 31  
July 2, 2024  
(Keeton, Lumumba)

OFFICE OF THE CITY ATTORNEY  
MAYOR  
CITY CLERK

such earlier or later termination date as provided in this MOU (the "Term"). Funds shall be paid in U.S. Dollars via ACH, cash, check, credit card or another agreed-upon method.

2. Purpose. The Donated Funds shall be used by CFM to support the preparation and implementation of the Project to the National Council for the Traditional Arts ("NCTA"), Community-based Organizations (CBOs), vendors, partners, stakeholders, and other related parties necessary for the success of the Project, as further described in Schedule A attached hereto, as part of the Initiative established and defined by the City (the "Program") and in a manner consistent with the Program as outlined in this MOU, the schedules attached hereto and the Program budget as set forth on Schedule C attached hereto (the "Program Budget" or the "Budget").

3. Use of Funds.

(a) Scope and Budget. The Donated Funds will be made only for the purposes stated in this MOU and the Schedules attached hereto, and Funds shall be used for such purposes in accordance with the Project Budget described in Section 3(b). Any Funds not expended or committed for the purposes of the Project or within the period stated above must be submitted to the City unless otherwise authorized in writing by the City through its representatives.

(b) Budget. The Program Budget has been developed to cover costs related to the Project. CFM and the City must adhere to the Project Budget. CFM reserves the right to withhold funding if said expenditures are inconsistent with the Project or in accordance with the Project Budget. In addition, indirect costs cannot represent more than 10% of the Project Budget. For the purposes of this MOU, indirect costs shall mean those costs that have been incurred by CFM that cannot be identified specifically in reference to a particular program but relate to several programs, including the Project, to include administrative fees and professional consulting fees for the project. CFM must deposit the Donated Funds in an interest-bearing account or other short-term investment vehicle and must apply any interest earned to the Project. Any additional income related to Funds, including but not limited to dividends, interest or appreciation, and currency fluctuation, must be used for the Project. Interest earned must be reported in a Periodic Report as required. CFM will not cover any losses due to market conditions as a result of this provision in the MOU.

(c) Pledges. CFM agrees to accept both one-time and multi-year funding pledges from donors. Donors will sign multi-year funding agreements with either CFM or the City, and CFM will manage the Donation.

(d) Key Persons. If CFM is notified that Mayor Chokwe Lumumba or any relevant staff members of his office (each a "Key Person") will cease to devote to the Project an amount of time agreed upon by CFM and the City, CFM shall notify the City of such cessation within 3 business days. After receiving such notification, the City shall have the right to discontinue the Project with CFM returning or redirecting any undistributed Donated Funds if (a) such Key Person's position has not been filled within 60 days after such notification with a person possessing similar skills and capabilities, as determined by CFM and the City in their discretion, or (b) such Key Person does not again begin devoting all of his or her business time to the Project within 10 business days.

(e) Media Documentation. CFM shall use its best efforts to cause the City to document the Project by facilitating and/or producing digital and social media posts, print publications, audio or video programming, film, or other media regarding the Project.



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(f) Restrictions on Distribution of Funds. CFM acknowledges that it is familiar with the U.S. Executive Orders and laws that prohibit the provision of resources and support to organizations and individuals and/or organizations associated with terrorism and terrorist-related lists promulgated by the U.S. Government, the United Nations, and the European Union. CFM will take all precautions necessary to ensure that none of the Donated Funds will be used (i) in support of or to promote violence, terrorist activity, or related training, whether directly through its own activities and programs or indirectly through its support of, or cooperation with, other persons and organizations known to support terrorism or that are involved in money laundering activities or (ii) for purposes of or in connection with bribery or in contravention of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or other applicable anti-bribery law. In addition, CFM confirms that no Donated Funds will be paid to, or on behalf of, U.S. Government officials except as permitted under Treasury Regulation 53.4941(d)-3(e).

(g) Modification of Project. The City may request that CFM modify the Project during the term of the Donation, provided any such modifications are appropriate and reasonable in terms of timing, deadlines, and financial resources. If CFM and the City cannot reach an agreement about the terms of any such proposed modification, the City shall have the right to discontinue the Project.

(h) Grants and Sub-Awards. CFM shall not be permitted to use any portion of the Donated Funds to make grants or sub-awards to other organizations or individuals, except as such awards may be related directly to the purpose of the fund. It is understood that CFM may expend the Donated Funds in connection with the Project, including paying NCTA, CBOs vendors, partners, stakeholders, and other necessary parties for the success of the Project ("Contractors"). The City has not earmarked the use of the Donated Funds for any specific party besides NCTA. CFM may not make payments in currencies other than in U.S. Dollars. The City and CFM is responsible for ensuring that all, vendors, sub-contractors, partners, stakeholders, and parties use the Donated Funds for the purposes of the Project.

(i) CFM will establish a separate bank account for Festival funds to ensure that festival funds are separate from non-festival funds as required by the terms of the City of Jackson's Operating Agreement with the National Council for the Traditional Arts.

#### 4. Reporting.

(a) Quarterly Reports. CFM shall provide quarterly reports (each a "Quarterly Report") in accordance with this Section 4, including the delivery schedule set forth below in Section 4(d). Each Quarterly Report shall be signed by an appropriate officer of CFM and shall include (i) a financial report reflecting expenditures according to the line-item categories of the Project Budget as of the end of the applicable reporting period and reflecting the use of additional income related to the Donated Funds described in Section 3(b) and (ii) a narrative account of what has been accomplished by the expenditure of Donated Funds (including an assurance that the activities under the Donation and the Project have been conducted in conformity with the terms of this MOU. The City shall have access to and use the fund donor portal maintained by CFM which makes current fund information available at all times.

(b) Additional Items. CFM shall provide a copy of its Form 990, as filed, to the City within 10 days after it is filed with the Internal Revenue Service. CFM shall immediately provide notice to the City by electronic mail and confirm that the City has actually received such electronic mail if it becomes aware, at any time during the Award Term, of any of the following: (i) any misappropriation of Award Funds or other assets of CFM or the City; (ii) the occurrence of an excess benefit transaction between CFM and any of its disqualified persons or an act of self-dealing by any of CFM's disqualified persons; (iii) a

violation of CFM's conflicts of interest policy; or (iv) a formal investigation of an allegation of any of the foregoing.

(c) Report Details and Schedule. Details and formats for all reports shall be specified by the City prior to the date the report is due hereunder. All reports should be submitted electronically quarterly.

(d) CFM may be required to submit, or cause the City to submit, additional reports as requested by NCTA (format to be specified by the NCTA) on Project progress.

5. Record Maintenance and Inspection. CFM shall make its books and records related to the Project available for inspection at reasonable times by the City or its assignee. CFM shall maintain records of expenditures, as well as copies of the reports submitted to the City, for at least seven years after completion of the use of the Donated Funds. The City may monitor and conduct evaluations of Contractor operations under the Donation. Such monitoring may include the City's personnel or assignees: (i) speaking with Contractor's staff members regarding the Project and (ii) conducting a review of financial and other records related to the Project.

6. Prohibition on Lobbying and Other Compliance with Tax Laws. Under the Code, Donation Funds may not be used by CFM or the City:

(a) to carry on propaganda, or otherwise attempt to influence any specific legislation through (i) an attempt to affect the opinion of the general public or any segment thereof or (ii) communication with any member or employee of a legislative body, or with any other governmental official or employee who may participate in the formulation of the legislation (except technical advice or assistance provided to a governmental body or to a committee or other subdivision thereof in response to a written request by such body, committee or subdivision), other than through making available the results of non-partisan analysis, study or research;

(b) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive;

(c) to engage in activities that require any person actively involved in the Project to register as a lobbyist or be identified as a lobbyist in a registration or report filed with a public agency by any other person or entity; or

(d) to support the election or defeat of a candidate for public office, finance electioneering communications, register prospective voters, or encourage the general public or any segment thereof to vote in a specific election.

7. CFM Representation. CFM represents that conduct by CFM of the activities described in Schedules A, B, and C hereto in the manner described therein shall not cause CFM to be in violation of any federal, state, local, or municipal law, rule, regulation, or ordinance. CFM further represents that it is not aware of any of the following ever having occurred: (i) any misappropriation of assets of CFM; (ii) the occurrence of an excess benefit transaction between CFM and any of its disqualified persons or an act of self-dealing by any of CFM's disqualified persons; (iii) a violation of CFM's conflicts of interest policy; or (iv) a formal investigation of an allegation of any of the foregoing. The person signing this MOU on behalf of CFM represents and certifies that she or he has full, express power and authority to do so.

OFFICE OF THE CITY ATTORNEY  
*[Signature]*



8. Compliance. If the City is not satisfied with the progress of the Project, the content of any written report or the management of CFM, and if after any corrective action agreed upon between the City and CFM has been taken, the City is still not satisfied, the City shall have the right, in its sole discretion, to suspend or discontinue the funding of the Project or to cancel the Award with regard to any unused or undistributed Donated Funds.

9. Warranty/Indemnity. CFM represents, warrants, and covenants that the City is the sole owner of the Project. To the extent permitted by law, CFM will indemnify and hold the City, its licensees, and assigns harmless from any and all claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising as a result of the (i) breach or alleged breach of CFM's obligations, representations, warranties and covenants under or contained in this MOU, including, without limitation, those contained in Section 9 and Section 10; or (ii) CFM's gross negligence or willful misconduct. The City will obtain insurance for the public events as it relates to the Project, and CFM will obtain insurance for the fund.

10. Primary Contacts. CFM's primary contacts for this Project shall be Yika Hoover, Deputy Director of the Office of Economic Development, Department of Planning and Development for the City and Jane Alexander, President and CEO at the Community Foundation for Mississippi.

11. Requirement to Maintain Tax Status. CFM shall notify the City in writing of any proposed changes in its operations or funding sources that could affect its tax status under U.S. law.

12. City Engagement and Cooperation. CFM agrees that it shall enter into a written MOU with the City whereby the City shall help CFM comply with the terms of this MOU and shall be responsible for the implementation of the Project (the "Collaboration MOU"). City of Jackson shall be responsible for overseeing the Project Manager, and festival staff providing oversight, and approving the disbursement of Donated Funds for Project expenditures upon submission of adequate documentation that such expenditures relate to the Project. CFM must include language in the Collaboration MOU outlining that employees of the City whether in their capacity as a City employee or private citizen or business owner, shall not be eligible to serve as sub-contractors on the Project and may not be compensated using Award Funds. CFM shall provide a fully executed copy of the Collaboration MOU to the City upon its execution. The Collaboration MOU shall remain in effect for the duration of the Award Term and shall not be modified or amended without the prior written consent of the City.

13. Requirement to Maintain 501(c)(3) and 509(a) Status. CFM is exempt from United States federal income tax under section 501(c)(3) of the Code and is a publicly supported organization described in section 509(a)(1) or 509(a)(2) of the Code. If any change in CFM's qualification as such an organization occurs, CFM shall notify the City in writing within five business days after learning of such change.

14. Project Coordination. CFM acknowledges that the success of the Project is dependent upon the sharing of information and cooperation generally among partners in the Project. Accordingly, CFM and the City shall submit updates, at the times and in the format requested by the City, about Project status, contacts, and other requested topics in order to keep the other partners in the Project apprised of developments concerning the Project and in order to prevent duplication of efforts and achieve maximum Project impact.

15. Representations and Covenants. CFM represents, warrants and covenants to the City that (a) it and/or its sub-contractors have and shall maintain during the Term the proper licenses and

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Dana M. [Signature]

rights to perform the activities described herein; (b) it is in compliance with all applicable local, city, state, federal and international laws, rules and regulations governing CFM's operation; (c) it is in compliance with all applicable affirmative action laws and regulations; (d) it has established with its Project manager adequate safety standards and protocols and that its personnel shall follow such standards and protocols and be in compliance with the Occupational Safety and Health Administration Act ("OSHA"); (f) the personnel and contractor selected as Project manager shall have the necessary experience, qualifications, knowledge, competency and skill set necessary to perform the activities under this MOU; (g) the contractors are approved and authorized to work in the United States under all rules and regulations of the Immigration and Naturalization Service of the United States, if applicable; and (h) it shall use reasonable efforts to avoid any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies which interfere or are likely to interfere with the activities under this MOU. CFM agrees that it will require in its written MOU with the City, that the City make the same, representations, warranties and covenants contained in this Section to CFM.

16. Confidentiality. Each party recognizes that it will have access to information of a proprietary or confidential nature owned by the other party. The parties acknowledge that the information they share with each other is proprietary, private and confidential. As such, each party agrees to keep such information in strictest confidence and protect it from disclosure; provided that the parties may disclose such information as required by law. Each party hereby waives any and all right, title and interest in and to such proprietary information of the other and agrees to return all physical copies, and destroy all electronic copies, of such proprietary information, except as otherwise agreed, at their expense, upon the expiration or termination of this MOU.

17. Entire MOU and Amendment. This MOU constitutes the entire understanding between CFM and the City with respect to the subject matter hereof and shall supersede all prior arrangements on such subject matter, whether made orally or in writing. This MOU may not be amended except by written instrument executed by authorized representatives of both CFM and the City.

18. Notice. All legal notices and other legal communications given or made pursuant hereto shall be in writing and shall be delivered personally or sent by registered or certified mail (postage prepaid, return receipt requested), or overnight courier and addressed to the party's proper address as set forth below. Any such notice shall be deemed to be given as of the date it is delivered to the recipient. All notices shall be addressed as follows:

- |   |  |
|---|--|
| <p><u>If to CFM to:</u></p> <p>Jane Alexander<br/> Community State for Mississippi<br/> 119 South President Street, 1<sup>st</sup> Floor<br/> Jackson, MS 39201<br/> <a href="mailto:jane@formississippi.org">jane@formississippi.org</a></p> | <p><u>If to the City to:</u></p> <p>Director of Planning and Development<br/> City of Jackson, Dept. of Planning &amp; Department<br/> 200 S. President Street, 2<sup>nd</sup> floor, Suite 223<br/> Jackson, MS 39201<br/> <a href="mailto:economicdevelopment@jacksonms.gov">economicdevelopment@jacksonms.gov</a></p> |
|---|--|

19. CFM understands that the City of Jackson and the National Council for the Traditional Arts have entered into an operating agreement, and the City of Jackson is bound by the terms of the Operating Agreement. Should there be any conflict between the provisions of the City's MOU with CFM and the Operating Agreement, then the City's Operating Agreement with the National Council for the Traditional Arts shall govern.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to enter into a Memorandum of Understanding with the Community Foundation for Mississippi to serve as the fiscal agent for the National Folk Festival in Jackson, Mississippi in 2025 – 2027 and to execute any and all documents related to the relationship and activities that the CFM will perform as fiscal agent.

Item No.: \_\_\_\_\_

Date:

By: (Keeton, Lumumba)

*Paula Shreve*  
OFFICE OF THE CLERK OF THE BOARD OF ALDERMEN

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

**DATE: 4/12/2024**

<b>P O I N T S</b>		<b>C O M M E N T S</b>							
1.	<b>Brief Description</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE COMMUNITY FOUNDATION FOR MISSISSIPPI TO SERVE AS THE FISCAL AGENT TO THE NATIONAL FOLK FESTIVAL IN JACKSON, MISSISSIPPI IN THE YEARS 2025-2027</b>							
2.	<b>Purpose</b>	To enter into a MOU with the Community Foundation for Mississippi to serve as fiscal agent for the National Folk Festival in Jackson, MS							
3.	<b>Who will be affected</b>	The citizens, businesses, and stakeholders in the City of Jackson							
4.	<b>Benefits</b>	Economic Development in the City							
5.	<b>Schedule (beginning date)</b>	Upon approval							
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	Citywide							
7.	<b>Action implemented by:</b> City Department  <ul style="list-style-type: none"> <li>▪ Consultant</li> </ul>	Department of Planning & Development							
8.	<b>COST</b>								
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund <input type="checkbox"/></li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>								
1	<b>EBO participation</b>  <b>See attached sheets from Vendors</b>	ABE	_____ %	WAIVER	yes ___	no ___	N/A	<u> X </u>	
		AABE	_____ %	WAIVER	yes ___	no ___	N/A	<u> X </u>	
		WBE	_____ %	WAIVER	yes ___	no ___	N/A	<u> X </u>	
		HBE	_____ %	WAIVER	yes ___	no ___	N/A	<u> X </u>	
		NABE	_____ %	WAIVER	yes ___	no ___	N/A	<u> X </u>	

Department of Planning and Development



200 North President Street

Post Office Box 17  
Jackson, Mississippi 39205-0017

**MEMORANDUM**

**To:** Chokwe Antar Lumumba, Mayor

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

**Date:** June 5, 2024

**Subject:** ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE COMMUNITY FOUNDATION FOR MISSISSIPPI TO SERVE AS THE FISCAL AGENT TO THE NATIONAL FOLK FESTIVAL IN JACKSON, MISSISSIPPI IN THE YEARS 2025-2027

The attached Agenda item authorizes the City to enter into a Memorandum of Understanding with the Community Foundation for Mississippi to serve as the fiscal agent for the National Folk Festival in Jackson, Mississippi in 2025, 2026, and 2027.

cc: Yika Hoover, Deputy Director of the Office of Economic Development


Office of the City Attorney

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

  
OFFICE OF THE CITY ATTORNEY


## OFFICE OF THE CITY ATTORNEY

This, **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE COMMUNITY FOUNDATION FOR MISSISSIPPI TO SERVE AS THE FISCAL AGENT TO THE NATIONAL FOLK FESTIVAL IN JACKSON, MISSISSIPPI IN THE YEARS 2025-2027** has been reviewed by me and is legally sufficient for placement in NOVUS Agenda System

  
Drew Martin, City Attorney

6/11/24  
Date

  
Sondra Moncure, Special Assistant CA

  
Carrie Johnson, Sr Deputy CA

Name History

**Name**

Community Foundation for Mississippi  
COMMUNITY FOUNDATION OF GREATER JACKSON, INC.

**Name Type**

Legal  
Previous Legal

Business Information

<b>Business Type:</b>	Non Profit Corporation
<b>Business ID:</b>	701100
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	03/18/1994
<b>State of Incorporation:</b>	Mississippi
<b>Principal Office Address:</b>	525 E Capitol Street. Suite 5b Jackson, MS 39201

Registered Agent

**Name**

Jane C. Alexander  
119 S. President Street  
Jackson, MS 39201

Officers & Directors

**Name**

WILLIAM S PAINTER  
633 N STATE ST  
JACKSON, MS 39205

**Title**

Incorporator

Luther S Ott

1400 Meadowbrook Road #44  
Jackson, MS 39206

Chairman

J Paul Varner

2439 Culleywood Road  
Jackson, MS 39211

Chairman

Alveno N Castilla

PO Box 427  
Jackson, MS 39205

REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, AUGUST 1, 2023 10:00 A.M.

595

PEG ACCESS-PROGRAMMING FUND	4,915.46
2020 SAKI GRAND DOJ	7,405.71
ZOOLOGICAL PARK	32,544.62
AMERICAN RESCUE PLAN ACT 2021	8,359.49
NLC-MUNICIPAL REIMAGINING COMM	3,627.77
<b>TOTAL</b>	<b>\$2,725,479.10</b>

Council Member Hartley moved adoption; Council Member Lindsay seconded.

Yeas – Banks, Foote, Hartley and Lindsay.

Nays – None.

Absent – Grizzell, Lee and Stokes.

\*\*\*\*\*

President Banks requested that Agenda Item No. 32 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

**ORDER AUTHORIZING THE MAYOR TO APPLY TO BE THE HOST CITY FOR THE 2024 NATIONAL FOLK FESTIVAL, CELEBRATING ITS 90<sup>TH</sup> YEAR, DRAWING AUDIENCES TO JACKSON, MISSISSIPPI, TO CELEBRATE MUSIC, DANCE, AND ART FROM ACROSS AMERICA.**

WHEREAS, the Office of Economic Development within the Department of Planning and Development seeks to partner with the National Council for the Traditional Arts (NCTA) to bring the National Folk Festival, the oldest multicultural festival of traditional arts in the nation, which has been produced from its inception in 1934 by the NCTA, to Jackson, Mississippi; and

WHEREAS, through said partnership, there will be a free 3-day festival that draws audiences of more than 100,000 to the downtown streets of the host city for multicultural artistry, which has proven to transform its host city economically, socially, and culturally; and

WHEREAS, the National Folk Festival is a free, large-scale, three-day outdoor event celebrating American culture's roots, richness, and variety. It features over 350 of the nation's finest traditional musicians, dancers, craftspeople, and other keepers of culture in performances, workshops, and demonstrations, plus children's activities, savory regional and culturally diverse cuisines, participatory dancing, storytelling, parades, and more; and

WHEREAS, the Office of Economic Development believes that this partnership will improve the quality of life in the community, generate tens of millions in future growth and prosperity, energize and diversify social life and entertainment opportunities downtown, and inspire citizens to consider careers in the field of Arts; and

WHEREAS, the Office of Economic Development desires to apply for Jackson, Mississippi, to be the host city for the 2024 National Folk Festival to encourage career interests and economic growth in the community; and

WHEREAS, the deadline to submit a proposal and application to be selected as the host city is August 1, 2023, to bring the National Folk Festival to Jackson, Mississippi.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to submit a proposal and related documents to the National Council for the Traditional Arts for Jackson, Mississippi, to be the host city for the 2024 National Folk Festival.

Council Member Lindsay moved adoption; Council Member Banks seconded.

Yeas – Banks, Foote, Hartley and Lindsay.

Nays – None.



REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, AUGUST 1, 2023 10:00 A.M.

Note: Vice President Lee returned to the meeting.

\*\*\*\*\*

President Banks requested that Agenda Item No. 33 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

**ORDER AUTHORIZING THE MAYOR TO RENEW ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) SERVICES FOR THE DEPARTMENT OF PLANNING AND DEVELOPMENT.**

WHEREAS, the governing authorities have determined that it is in the City's best interest to ensure the Department of Planning and Development has a functional GIS Division; and

WHEREAS, the City has seen increased efficiency, predictability, and transparency with the Department of Planning and Development's implementation of geographic information system (GIS) software, location intelligence, and mapping software in its planning and development strategies; and

WHEREAS, the Department of Planning and Development recommends that the City renew the contract with Environmental Systems Research Institute, Inc. (ESRI) for the continued use of the geographic information system (GIS) software, location intelligence, and mapping software for a term beginning July 15, 2023 and ending August 16, 2024.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to enter into an agreement with Environmental Systems Research Institute, Inc. (ESRI) for the use of geographic information system (GIS) software, location intelligence, and mapping software for a term beginning July 15, 2023 and ending August 16, 2024.

IT IS, THEREFORE, ORDERED that Environmental Systems Research Institute, Inc. (ESRI) shall be paid an amount not to exceed \$29,140.64 for the contract term.

Council Member Lindsay moved adoption; Council Member Hartley seconded.

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

Nays – None.

Absent – Grizzell and Stokes.

\*\*\*\*\*

**ORDER APPROVING CLAIMS NUMBER 29138 to 29197 APPEARING AT PAGES 595 TO 624 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF \$8,260,429.02 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.**

IT IS HEREBY ORDERED that claims numbered 29138 to 29197 appearing at pages 595 to 624, inclusive thereon in the Municipal "Docket of Claims", in the aggregate amount of \$8,260,429.02 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	1,470,417.56
SEIZURE & FORF PROP-STATE	14,500.00



32



**ORDER RATIFYING THE SUBMISSION OF AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION MULTI-MODAL TRANSPORTATION IMPROVEMENT PROGRAM FOR FUNDING IN THE AMOUNT OF \$480,000.00 FOR THE SUPPORT OF JTRAN OPERATIONS**

OFFICE OF THE CITY ATTORNEY  
JUL 2 2024

**WHEREAS**, the Mississippi Department of Transportation published on its website a notice for Section 5311 and Section 5307 recipients that the Mississippi Department of Transportation was making 16% of the Multi-Modal Transit Improvement Program (MMTIP) allocated funds available for transit projects; and

**WHEREAS**, the deadline for submitting an application was 4:00 p.m. on May 31, 2024; and

**WHEREAS**, the purpose of the Multi-Modal Transit Improvement Program is to provide funds for priority projects for which funds are not otherwise available, that are important to the continued development and improvement of the state's public transportation infrastructure, and that will have a significant impact on local communities; and

**WHEREAS**, the funds cannot be used for routine administrative expenses; and

**WHEREAS**, the Mississippi Department of Transportation has stated that funds will be approved on a competitive basis and not based on the number of applications received; and

**WHEREAS**, in previous years, the City of Jackson has received an allocation or been awarded funds from the MMTIP; and

**WHEREAS**, the application is seeking funding in the amount of \$480,000.00 that will be used to pay for the local share of fueling and other operating expenses for JTRAN; and

**WHEREAS**, the City of Jackson Transportation Planning and Transit Services Division believes that its application will be competitive and considered as a priority project; and

**WHEREAS**, the best interest of the City of Jackson would be served by applying for funding in the amount of \$480,000.00; and

**WHEREAS**, this application does not require matching funds to be expended by the City of Jackson; and

**WHEREAS**, the City of Jackson Transportation Planning and Transit Services Division recommends ratification of the application submitted for the sum of \$480,000.00 to the Mississippi Department of Transportation to pay for the local share of fueling and other operating expenses not eligible for funding provided by the Federal Transit Administration.

**IT IS, THEREFORE, ORDERED** that the application by the City of Jackson Transportation Planning and Transit Services Division to the Mississippi Department of

Agenda Item # 32  
July 2, 2024  
(Keeton, Lumumba)

Transportation Multi-Modal Transit Improvement Program for funding in the amount of \$480,000.00 is hereby ratified.

**IT IS FURTHER ORDERED** that upon the award of funding, the Mayor, or where applicable under the rules and regulations of the funding authority, his designee, is authorized to accept the funds awarded, execute any documents and agreements required for receipt of funds, submit financial reports concerning the receipt and expenditure of the monies, and execute any and all other documents necessary for the administration of the grant.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 5/29/2024**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER RATIFYING THE SUBMISSION OF AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION MULTI-MODAL TRANSPORTATION IMPROVEMENT PROGRAM FOR FUNDING IN THE AMOUNT OF \$480,000.00 FOR THE SUPPORT OF JTRAN OPERATIONS</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 & Transportation 7. Quality of Life	6. Infrastructure & Transportation.
3.	<b>Who will be affected</b>	All residents and visitors of the City of Jackson.
4.	<b>Benefits</b>	This grant will be used for the support of operating expenses of City's public transit system.
5.	<b>Schedule (beginning date)</b>	October 1, 2024 to September 30, 2025
6.	<b>Location:</b>	Department of Planning & Development/Transit Services Division/All wards
7.	<b>Action implemented by: City Department</b>	Department of Planning & Development Transit Services Division.
8.	<b>COST</b>	No cost seeking an award of funding in the amount of \$480,000.00
9.	<b>Source of Funding</b> General Fund Grant Bond Other	n/a
10.	<b>EBO participation</b>	ABE ___%      WAIVER    yes ___    no ___      N/A <u>X</u> AABE ___%    WAIVER    yes ___    no ___      N/A <u>X</u> WBE ___%      WAIVER    yes ___    no ___      N/A <u>X</u> HBE ___%      WAIVER    yes ___    no ___      N/A <u>X</u> NABE ___%     WAIVER    yes ___    no ___      N/A <u>X</u>

# MEMORANDUM

**TO:** Hon. Chokwe A. Lumumba, Mayor

**THRU:** Jhai Keeton, Interim Director  
Planning & Development

**FROM:** Christine Welch, Deputy Director  
Office of Transportation

**DATE:** May 29, 2024

**RE:** Agenda Item for City Council Meeting

The attached agenda item ratifies an application submitted by the Transportation Planning and Transit Services Division to the Mississippi Department of Transportation Multi-Modal Transportation Improvement Program seeking an award of \$480,000.00 to assist with fuel and other operating expenses for JATRAN. The agenda item further authorizes the Mayor or his designee to accept and administer any award of funding under the application. These grant funds represent state allocations from fiscal year 2025.

As the recipient of the funds, the City of Jackson agrees that said funds will be used for other operating expenses, which are not covered by the Federal Transit Administration (FTA). The City will use these funds to match existing Federal Transit Administration (FTA) funds provided to support transit operations.

The City has received these funds from MDOT in prior years to cover JTRAN's fueling and operating expenses.

It is the recommendation of this department that the ratification of this application be approved. If you have any questions, please call Christine Welch, Deputy Director, Office of Transportation at (601) 960-1909 or e-mail [cwelch@jacksonms.gov](mailto:cwelch@jacksonms.gov).



Office of the City Attorney

OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 2479  
Jackson, Mississippi 39201-2479  
Telephone: (601) 960-1139  
Facsimile: (601) 960-1139  
6/11/24

## OFFICE OF THE CITY ATTORNEY

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This ORDER RATIFYING THE SUBMISSION OF AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION MULTI-MODAL TRANSPORTATION IMPROVEMENT PROGRAM FOR FUNDING IN THE AMOUNT OF \$480,000.00 FOR THE SUPPORT OF JTRAN OPERATIONS is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, CITY ATTORNEY

6/11/24

DATE

Sondra Moncure, *Special Assistant*



Terry Williamson, *Legal Counsel*





33



OFFICE OF THE CITY ATTORNEY  
5/21/2024

**ORDER AUTHORIZING THE MAYOR TO APPLY TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR THE CONGRESSIONAL APPORTIONMENT UNDER SECTION 5307 OF TITLE 49 OF THE UNITED STATES CODE, URBANIZED AREA GRANT FOR TRANSIT CAPITAL, OPERATING ASSISTANCE, AND TRANSPORTATION-RELATED PLANNING, IN THE AMOUNT OF \$3,568,203.00 AND FOR THE CONGRESSIONAL APPORTIONMENT UNDER SECTION 5339 OF TITLE 49 OF THE UNITED STATE CODE, BUS AND BUS FACILITIES FORMULA PROGRAM, IN THE AMOUNT OF \$279,633.00**

**WHEREAS**, the U.S. Department of Transportation, Federal Transit Administration annually allocates funding for states under the Section 5307 Urbanized Area Formula Grant for Capital, Operating Assistance, and Transportation-Related Planning and the Section 5339 Bus and Bus Facilities Formula Grant; and

**WHEREAS**, to receive these funds the City must submit its application; and

**WHEREAS**, the Transit Division intends to apply to the U.S. Department of Transportation, Federal Transit Administration, for financial assistance in the amount of \$3,568,203.00 from the Section 5307 Urbanized Area Formula Grant for Capital, Operating and Planning Assistance, which is the FY2024 apportionment for the City based on the Congressional appropriation; and

**WHEREAS**, the Transit Division intends to apply to the U.S. Department of Transportation, Federal Transit Administration for financial assistance in the amount of \$279,633.00 for the Section 5339 Bus and Bus Facilities Assistance, which is FY2024 apportionment for the City of Jackson based on the Congressional appropriation; and

**WHEREAS**, these funds can be used to support capital purchases, operations, and planning expenses, and bus and bus facilities expenses for the City Transit System and City of Jackson Transportation Planning and Transit Services Division; and

**WHEREAS**, the two programs have local match requirements of 20% for a portion of the available funding and 50% for the other portion of the available funding; and

**WHEREAS**, the total local match required for the 20% matching funds is \$442,921.00, the total local match required for the 50% matching funds is \$2,076,152.00 and the total match required of the City is \$2,519,073.00 upon acceptance of the federal grant funds; and

**WHEREAS**, the table below illustrates the funding available under each program, the match percentage, the federal funding available, the required local match and the totals of the federal funds and the local match:

Agenda Item # **33**  
July 2, 2024  
(Keeton, Lumumba)

**FY2024 Apportionments**

<b>Section 5307</b>			
	<b>Federal</b>	<b>Local</b>	<b>Total</b>
50%/50%	\$ 2,076,152.00	\$ 2,076,152.00	\$ 4,152,304.00
80%/20%	\$ 1,492,051.00	\$ 373,013.00	\$ 1,865,064.00
Subtotal	\$ 3,568,203.00	\$ 2,449,165.00	\$ 6,017,368.00

<b>Section 5339</b>			
	<b>Federal</b>	<b>Local</b>	<b>Total</b>
80%/20%	\$ 279,633.00	\$ 69,908.00	\$ 349,541.00
Subtotal	\$ 279,633.00	\$ 69,908.00	\$ 349,541.00

	<b>Federal</b>	<b>Local</b>	<b>Total</b>
<b>Overall Totals</b>	<b>\$ 3,847,836.00</b>	<b>\$ 2,519,073.00</b>	<b>\$ 6,366,909.00</b>

**WHEREAS**, the staff recommends that the City apply for and accept the grant awards for assistance in funding the City transit system and City of Jackson Transportation Planning and Transit Services Division.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to apply to the U.S. Department of Transportation, Federal Transit Administration for a grant of \$3,568,203.00 from the Section 5307 formula grant and of \$279,633.00 from the Section 5339 formula grant for a total grant of \$3,847,836.00 to assist in the funding of the City transit system and the City of Jackson Transportation Planning and Transit Services Division.

**IT IS FURTHER ORDERED** that the Mayor, or where applicable under the rules and regulations of the funding authority, his designee, is authorized to accept the funds awarded, execute any documents and agreements required for receipt of funds, submit financial reports concerning the receipt and expenditure of the monies, and execute any and all other documents necessary for the administration of the grants.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 5/29/2024**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO APPLY TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR THE CONGRESSIONAL APPORTIONMENT UNDER SECTION 5307 OF TITLE 49 OF THE UNITED STATES CODE, URBANIZED AREA GRANT FOR TRANSIT CAPITAL, OPERATING ASSISTANCE, AND TRANSPORTATION-RELATED PLANNING, IN THE AMOUNT OF \$3,568,203.00 AND FOR THE CONGRESSIONAL APPORTIONMENT UNDER SECTION 5339 OF TITLE 49 OF THE UNITED STATE CODE, BUS AND BUS FACILITIES FORMULA PROGRAM, IN THE AMOUNT OF \$279,633.00</b>
2.	<b>Public Policy Initiative</b> <b>1. Youth &amp; Education</b> <b>2. Crime Prevention</b> <b>3. Changes in City Government</b> <b>4. Neighborhood Enhancement</b> <b>5. Economic Development</b> <b>6. Infrastructure &amp; Transportation</b> <b>7. Quality of Life</b>	Infrastructure & Transportation
3.	<b>Who will be affected</b>	All residents of the City of Jackson.
4.	<b>Benefits</b>	This grant will be used for the support of capital purchases, and operating and planning expenses of City's public transit system and bus and bus facilities.
5.	<b>Schedule (beginning date)</b>	Grant application will occur following council action and Mayor's execution of required documents.
6.	<b>Location:</b>	Citywide
7.	<b>Action implemented by: City Department</b>	Department of Planning & Development, Office of Transportation
8.	<b>COST</b>	\$442,921 (20%) and \$2,076,152.00 (50%) matching funds from the City of Jackson: Overall Total: \$2,519,073
9.	<b>Source of Funding</b> <b>General Fund X</b> <b>Grant X</b> <b>Bond</b> <b>Other</b>	FTA Section 5307 Urbanized Area Formula -FY 2025 & City Budgets: \$6,017,368.00 FTA Section 5339 Bus and Bus Facilities Grant- FY 2025 & City Budget: \$349,541.00 Matching Funds: Entire Fund 187.565.10; 187.565.20; 187.565.30.
10.	<b>EBO participation</b>	ABE % WAIVER yes no N/A <u>X</u> AABE % WAIVER yes no N/A <u>X</u> WBE % WAIVER yes no N/A <u>X</u> HBE % WAIVER yes no N/A <u>X</u> NABE % WAIVER yes no N/A <u>X</u>

# MEMORANDUM

**TO:** Hon. Chokwe A. Lumumba, Mayor

**THRU:** Jhai Keeton, Interim Director  
Department of Planning & Development

**FROM:** Christine Welch, Deputy Director  
Office of Transportation

**DATE:** May 29, 2024

**RE:** Agenda Item for City Council Meeting

The attached agenda item authorizes the Mayor to apply for grants in the amount of \$3,847,836.00 to receive federal funds from the United States Department of Transportation, Federal Transportation Administration (FTA) Urbanized Area Formula Grant Program and the Bus and Bus Facilities Formula Grant. The grant funds requested are \$3,568,203.00 from the Section 5307 formula grant and \$279,633.00 from the Section 5339 formula grant. These grant funds represent the congressional allocations for FY2024.

As the recipient of the funds, the City of Jackson agrees that said funds will be used to support capital purchases, and operating and planning expenses included in JTRAN's approved Federal Transit Administration budget. These grants would require total matching funds in the amount \$2,519,073.00 from the City of Jackson. Matching funds will be budgeted in the City of Jackson fiscal years when the expenses will be incurred.

If you have any questions, please call Christine Welch, Deputy Director, Office of Transportation at (601) 960-1909 or e-mail [cwelch@jacksonms.gov](mailto:cwelch@jacksonms.gov)



Office of the City Attorney

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5/29/2024

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO APPLY TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR THE CONGRESSIONAL APPORTIONMENT UNDER SECTION 5307 OF TITLE 49 OF THE UNITED STATES CODE, URBANIZED AREA GRANT FOR TRANSIT CAPITAL, OPERATING ASSISTANCE, AND TRANSPORTATION-RELATED PLANNING, IN THE AMOUNT OF \$3,568,203.00 AND FOR THE CONGRESSIONAL APPORTIONMENT UNDER SECTION 5339 OF TITLE 49 OF THE UNITED STATE CODE, BUS AND BUS FACILITIES FORMULA PROGRAM, IN THE AMOUNT OF \$279,633.00 is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, *CITY ATTORNEY*

6/11/24

DATE

Sondra Moncure, *Special Assistant*



Terry Williamson, *Legal Counsel*





34



**ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF JACKSON AND CONNETICS TRANSPORTATION GROUP, INC. FOR TRANSPORTATION STUDY PLAN TO MODIFY THE SCOPE OF SERVICES AND TO INCREASE THE TOTAL PROJECT COST AMOUNT.**

08/30/2024  
SUMNEY

**WHEREAS**, the City of Jackson's public transportation system needs a Bus Network Plan, a long-range vision to reshape the current transit network that will support mobility options, enhance transportation corridors, and integrate land-use policies with a well-connected transportation system; and

**WHEREAS**, pursuant to the Order entered on August 4, 2020, Minute Book 6R, page 380, the governing authority authorized the Mayor to execute an agreement with Connetics Transportation Group to conduct a Transportation Plan Study of the City's public transit system at a total cost not to exceed \$399,576.00; and

**WHEREAS**, on August 4, 2020, Minute Book 6R, Page 380, the governing authorities authorized the Mayor to execute an agreement with Connetics Transportation Group to conduct a transportation plan study of the City's public transit system at a total cost not to exceed \$399,576.00; and

**WHEREAS**, on August 17, 2021, Minute Book 6T, page 426-427, the governing authorities authorized the Mayor to execute Extension#1 with Connetics Transportation Group to conduct a transportation plan study of the City's public transit system at no additional cost to extend the time needed to complete the transit study plan to December 31, 2021; and

**WHEREAS**, on December 21, 2021, Minute Book 6U, page 295, the governing authorities authorized the Mayor to execute Extension#2 with Connetics Transportation Group to complete the transit study to December 31, 2022 and implement the bus network plan for Jackson Public Transportation System at a total amount not to exceed four hundred sixty-one thousand seven hundred and eighty-two dollars (\$461,782.00); and

**WHEREAS**, on December 6, 2022, Minute Book 6W, page 426-427, the governing authorities authorized the Mayor to execute Extension#3 with Connetics Transportation Group to conduct a transportation plan study of the City's public transit system at no additional cost to extend the time needed to complete the transit study plan to December 31, 2023; and

**WHEREAS**, on November 21, 2023, Minute Book 6Y, page 407, the governing authorities authorized the Mayor to execute Extension#4 with Connetics Transportation Group to conduct a transportation plan study of the City's public transit system at no additional cost to extend the time needed to complete the transit study plan to December 31, 2024; and

**WHEREAS**, Connetics Transportation Group proposes that the governing authorities authorize the Mayor to execute Amendment No. 5, which will modify the scope of services and the contract price and payment; and

**WHEREAS**, Connetics Transportation Group has identified a need for additional assistant with refinements to and implementation of the ConnectJXN: Transit Plan recommendation. The scope of work includes Project Management Support, Service Planning and Scheduling Support, Passenger Information Support, updating Title VI Program Plan and Fixed-Route Service Standards and Service Monitoring Procedures, and Microtransit Implementation Plan; and

Agenda Item # 34  
July 2, 2024

**WHEREAS**, Connetics Transportation Group has agreed to provide the additional services for an amount not to exceed one hundred ninety-nine thousand one hundred and eighty dollars (\$199,180.00); and

**WHEREAS**, the Transit Division is recommending that the governing authorities authorize the Mayor to execute an amendment and related documents to the Agreement with Connetics Transportation  
(Keeton, Lumumba)

Group to extend the time needed to complete the transit study plan project, with no change in the scope of work or the original cost.

**WHEREAS**, the project will be funded by the Federal Transit Administration in the amount of one hundred fifty-nine thousand three hundred and forty-four dollars (\$159,344.00) (80%); and

**WHEREAS**, the sum of thirty-nine thousand eight hundred and thirty-six dollars (\$39,836.00) (20%) must be matched from local sources; and

**WHEREAS**, a copy of the amendment is attached and made a part of the minutes.

**IT IS ORDERED** that the Transit Division is authorized to pay Connetics Transportation Group in an amount not to exceed one hundred ninety-nine thousand one hundred and eighty dollars (\$199,180.00) to finalize, implement, and evaluate the new bus network plan for Jackson Public Transportation System.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute Amendment No. 5 to the Professional Services contract between the City of Jackson and Connetics Transportation Group, Inc. for Transportation Plan Study.

Item No.: \_\_\_\_\_  
Agenda Date: April 9, 2024  
By: (Keeton, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 4/9/2024**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 5 AND RELATED DOCUMENTS TO THE AGREEMENT WITH CONNETICS TRANSPORTATION GROUP TO FINALIZE, IMPLEMENT AND EVALUATE THE NEW BUS NETWORK PLAN FOR THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN)
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 & Transportation 7. Quality of Life	6. Infrastructure & Transportation.
3.	<b>Who will be affected</b>	Residents and visitors of JAMF
4.	<b>Benefits</b>	Residents and visitors of JAMF
5.	<b>Schedule (beginning date)</b>	Upon signing of agreement
6.	<b>Location:</b>	Department of Planning & Development/Office of Transportation/All wards
7.	<b>Action implemented by: City Department</b>	Department of Planning & Development Office of Transportation
8.	<b>COST</b>	Supplemental Agreement#5: \$199,180.00 Supplemental Agreement#5: \$461,782.00 Original Agreement: \$399,576.00 Total Cost: \$1,060,538
9.	<b>Source of Funding</b> General Fund <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Bond Other	Total Cost: 187,565.30,6419----\$199,180.00 Grant (80%): \$159,344.00 General Fund (20%): \$39,836.00
10.	<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___

# MEMORANDUM

**TO:** Chokwe A. Lumumba, Mayor

**THRU:** Jhai Keeton, Interim Director  
Department of Planning & Development

**FROM:** Christine Welch, Deputy Director *CFW*  
Office of Transportation

**DATE:** April 2, 2024

**RE:** Agenda Item for April 9, 2024 City Council Meeting

The attached agenda item authorizes the Mayor to execute Supplemental Agreement #5 with Connetics Transportation Group to finalize, implement, and evaluate the new bus network for the cost not to exceed \$199,180.00, which is covered 80% (\$159,344.00) federal and 20% (\$39,836.00) local match. The total cost of this project is \$1,060,538.

If you have any questions, please call Christine Welch, Deputy Director, Department of Planning and Development/Office of Transportation at (601) 960-1909 or e-mail [cwelch@city.jackson.ms.us](mailto:cwelch@city.jackson.ms.us).



Office of the City Attorney

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Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF JACKSON AND CONNETICS TRANSPORTATION GROUP, INC. FOR TRANSPORTATION STUDY PLAN TO MODIFY THE SCOPE OF SERVICES AND TO INCREASE THE TOTAL PROJECT COST AMOUNT** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Drew Martin, City Attorney**   
**Sondra Moncure, Special Assistant** 

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

OFFICE OF THE CITY ATTORNEY  
5/30/24  
Sondra Moncure



35



**ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND VARIOUS ORGANIZATIONS FOR THE USE OF 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TOTALING \$212,611.00 TO IMPLEMENT VARIOUS PUBLIC SERVICE ACTIVITIES IN THE JACKSON METROPOLITAN STATISTICAL AREA (MSA)**

**WHEREAS**, the City of Jackson receives federal funds, on an annual basis, from the U.S. Department of Housing and Urban Development consisting of Community Development Block Grants, Emergency Solutions Grants, and Housing Opportunities for Persons With Aids; and

**WHEREAS**, on December 13, 2022 HUD notified the City of Jackson of its 2022 allocations for the Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low-and moderate-income persons and special needs populations across the country; and

**WHEREAS**, on June 8, 2022 and June 9, 2022, the Office of Housing and Community Development advertised in five (5) local newspapers a Request For Proposal (RFP) notifying interested Applicants of funds available from the U.S. Department of Housing and Urban Development (HUD) for the following grants: Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and Housing Opportunities for Persons With AIDS (HOPWA); and

**WHEREAS**, by Order entered on July 19, 2022, recorded in Minute Book 6V at Pages 311-312, the governing authorities authorized the Mayor to submit to the U.S. Department Of Housing and Urban Development the City Of Jackson's 2022 One-Year Annual Action Plan Of the 2020-2024 Consolidated Plan in the amount of \$4,054,417.00; and

**WHEREAS**, the total 2022 Community Development Block Grant (CDBG) allocation amount awarded to the City of Jackson from the U.S. Department of Housing and Urban Development (HUD) is \$1,479,031.00; and

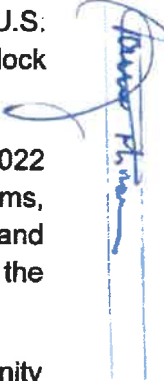
**WHEREAS**, 24 CFR § 570.201(e)(1) contains the following language related to expending funds for public service activities:

The amount of CDBG funds used for public services shall not exceed 15 percent of each grant, except that for entitlement grants made under subpart D of this part, nonentitlement CDBG grants in Hawaii, and for recipients of insular area funds under section 106 of the Act, the amount shall not exceed 15 percent of the grant plus 15 percent of program income, as defined in § 570.500(a). For entitlement grants under subpart D of this part, nonentitlement CDBG grants in Hawaii, and for recipients of insular area funds under section 106 of the Act, compliance is based on limiting the amount of CDBG funds obligated for public service activities in each program year to an amount no greater than 15 percent of the entitlement grant made for that program year plus 15 percent of the program income received during the grantee's immediately preceding program year.

**WHEREAS**, the maximum funds which may be allocated from the 2022 CDBG allocation for public service activities is \$221,854.65 computed as follows: \$1,479,031 x .15; and

Agenda Item # 35  
July 2, 2024  
(Keeton, Lumumba)

OFFICE OF THE CITY ATTORNEY



**WHEREAS**, twelve (12) Community Development Block Grant (CDBG) public service proposals are being recommended for funding based upon review and scoring by a committee; and

**WHEREAS**, the recommended funding allocation is based upon the following:

- (a) Proposals scoring 90-100 recommended to receive 80% of public service allocation;
- (b) Proposals scoring 79-89 recommended to receive 20% of public service allocation;
- (c) Proposals scoring 0-78 are not recommended for a funding allocation; and

**WHEREAS**, the Office of Housing and Community Development recommends that funds be allocated and contracts executed with the entities below; and

**WHEREAS**, monies reimbursed from the 2022 CDBG funds for eligible expenditures incurred during the contract period commencing October 1, 2023 and ending September 30, 2024.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute contracts with the following:

<u>Agency</u>	<u>Activity</u>	<u>Amount Awarded</u>
Deliver Me Senior Support Services	Senior Services	\$23,770.00
Genesis and Light Center (GLEAM)	Youth Services	\$23,770.00
Harbor House of Jackson, Inc.	Substance Abuse Services	\$23,770.00
Housing Education and Economic Development Inc.,	Fair Housing Services	\$9,243.00
Jackson Resource Center	Employment Services	\$9,243.00
Jamboree	Child Care Services	\$9,243.00
Lillies Hands Foundation	Youth Services	\$9,243.00
Midtown Partners, Inc.	Crime Prevention	\$9,243.00
New Way Mississippi, Inc.	Employment Services	\$23,770.00
Operation Shoestring, Incorporated	Youth Services	\$23,770.00
Stewpot Community Services , Inc.	Youth Services	\$23,770.00
The Tabernacle Ministries	Youth Services	\$9,243.00
<b>TOTAL</b>		<b>\$212,611.00</b>

Item#: \_\_\_\_\_  
Agenda Date: \_\_\_\_\_  
By: (Keeton, Lumumba)

OFFICE OF THE CLERK  
ATORNEY

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

2/21/2024

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND VARIOUS ORGANIZATIONS FOR THE USE OF 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPLEMENT VARIOUS PUBLIC SERVICE ACTIVITIES IN THE JACKSON METROPOLITAN STATISTICAL AREA (MSA) FOR A TOTAL OF \$212,611.00, FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD). ALL WARDS.</b>
2.	<b>Public Policy Initiative: Youth &amp; Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life</b>	Quality of Life
3.	<b>Who will be affected</b>	Provide public services for low/moderate income and homeless persons
4.	<b>Benefits</b>	Provide public services
5.	<b>Schedule (beginning date)</b>	Upon approval
6.	<b>Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable</b>	Citywide – All Wards
7.	<b>Action implemented by: City Department <input checked="" type="checkbox"/> Consultant</b>	Department of Planning & Development
8.	<b>COST</b>	\$212,611.00
9.	<b>Source of Funding:</b>  <b>General Fund <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Bond Other</b>	2022 CDBG funds
	<b>EBO participation</b>	ABE ___ % WAIVER yes ___ no ___ N/A ___ AABE ___ % WAIVER yes ___ no ___ N/A ___ WBE ___ % WAIVER yes ___ no ___ N/A ___ HBE ___ % WAIVER yes ___ no ___ N/A ___ NABE ___ % WAIVER yes ___ no ___ N/A ___

**OFFICE OF HOUSING AND  
COMMUNITY DEVELOPMENT**

**MEMORANDUM**

**TO:** Chokwe Antar Lumumba, Mayor  
**FROM:** Chloe Dotson, Director  
Department of Planning and Development  
**DATE:** February 21, 2024  
**RE:** Agenda Item for March 12, 2024 City Council Meeting

The City of Jackson's rating and review committee have reviewed and ranked the CDBG proposals submitted by non-profit organizations to carry out eligible public service activities.

The attached agenda item authorizes the Mayor to execute contracts for the use of 2022 Community Development Block Grant (CDBG) funds to provide public services based upon the recommendations of the committee.

All contracts shall be effective October 1, 2023 - September 30, 2024, in the amount of \$212,611.00

If you have any questions, please contact me at ext. 2155.


cc: Reginald Jefferson, Deputy Director, Department of Planning and Development  
Stephanie King, Manager, Development Assistance Division



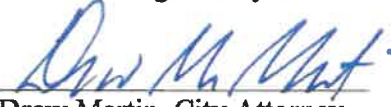
Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY


  
OFFICE OF THE CITY ATTORNEY

This, **ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND VARIOUS ORGANIZATIONS FOR THE USE OF 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TOTALING \$212,611.00 TO IMPLEMENT VARIOUS PUBLIC SERVICE ACTIVITIES IN THE JACKSON METROPOLITAN STATISTICAL AREA (MSA)** has been reviewed by me and is legally sufficient for placement in NOVUS Agenda System

  
Drew Martin, City Attorney

6/11/24  
Date

  
Sondra Moncure, Special Assistant CA

  
Carrie Johnson, Sr Deputy CA



36



**ORDER AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT WITH CDFL ARCHITECTS + ENGINEERS, A PROFESSIONAL ASSOCIATION ("CDFL") TO PROVIDE ADDITIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR RENOVATION OF AND IMPROVEMENTS TO THE PUBLIC SAFETY COMMUNICATIONS AND INFORMATION SYSTEMS BUILDING**

OFFICE OF THE CITY ATTORNEY  
S. J. M. C. W. 6.25.24

**WHEREAS**, the City of Jackson Engineering Department selected and contracted the consulting firm of CDFL Architects + Engineers PA for the renovation of and improvements to the Public Safety Communications and Information Systems building; and

**WHEREAS**, under the agreement, CDFL assisted the City of Jackson Police and Information Systems Departments in establishing budgets for construction and architect/engineers' fees for repairs and renovations for the project; and

**WHEREAS**, the work under the agreement included establishing conceptual scopes of work with the Police and Information Systems Departments' input and budget pricing for the project; and

**WHEREAS**, the budget is based on an understood Scope of Work that will not have been quantified or qualified by Construction Documents, and actual construction costs and fees will vary based on the final Scope of Work and the escalation of construction costs; and

**WHEREAS**, the work to be performed included investigation and analysis of existing conditions, roof investigation, and scope development with budget estimates in an amount of \$10,500.00 and a consulting fee for the Construction Document Production and Construction Administration work in an amount of \$26,250.00 for a total not to exceed total contract amount of \$36,750.00, which was based on an initial construction estimate for the roof replacement of \$375,000.00; and

**WHEREAS**, the initial investigation and analysis of existing conditions revealed it was necessary and economically advantageous to perform the HVAC replacement and repair due to construction conditions for the roof replacement work; and

**WHEREAS**, the revised construction estimate for the roof replacement and HVAC work is \$628,452.00 and the consulting fee, based on the increased construction estimate to include the HVAC work, is an additional \$24,000.00; and

**WHEREAS**, the Engineering Division of the Department of Public Works recommends that the governing authorities authorize Amendment #1 with CDFL Architects + Engineers, A Professional Association, to provide additional architectural and engineering services to design and develop construction documents for HVAC replacement and repairs in the amount of \$24,000.00 for this amendment, increasing the revised total not to exceed contract amount of \$60,750.00.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute Amendment No. 1 to the agreement with CDFL Architects + Engineers, A Professional Association to provide additional architectural and engineering services to design and develop construction documents for HVAC replacement and repairs in the amount of \$24,000.00 increasing the revised total not to exceed contract amount of \$60,750.00 and for the services set forth above according to the terms set forth herein and such other incidental terms and conditions as are routinely contained in such agreements.

Agenda Item # 36  
July 2, 2024  
(Wright, Lumumba)

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

6/11/24  
DATE

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT WITH CDFL ARCHITECTS + ENGINEERS, A PROFESSIONAL ASSOCIATION ("CDFL") TO PROVIDE ADDITIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR RENOVATION OF AND IMPROVEMENTS TO THE PUBLIC SAFETY COMMUNICATIONS AND INFORMATION SYSTEMS BUILDING</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	2. Crime Prevention 4. Neighborhood Enhancement 5. Economic Development 7. Quality of Life
3.	<b>Who will be affected</b>	Citizens and community served.
4.	<b>Benefits</b>	Renovations and improvements at the Public Safety Communications and Information Systems building
5.	<b>Schedule (beginning date)</b>	Upon approval by the City
6.	<b>Location:</b> ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Ward 7  No  Public Safety Communications and Information Systems building
7.	<b>Action implemented by:</b> ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Public Works Department, Engineering Department
8.	<b>COST</b>	Additional consulting services for the Public Safety Communications and Information Systems building to provide architectural and engineering services to include HVAC replacement/repair work in with the roof replacement work in the not to exceed amount of \$24,000.00. Total revised contract not to exceed amount is \$60,750.00
9.	<b>Source of Funding</b> ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Acct# 047-453.00-6812
10.	<b>EBO participation</b>	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____

Revised 2-04



**City of Jackson  
Department of Public Works**

**Council Agenda Item Memorandum**

**To:** Hon. Chokwe A. Lumumba, Mayor

**From:** Louis Wright, Chief Administrative Officer

**Date:** June 24, 2024

**Agenda Item:** CDFL Architects + Engineers PA., Amendment #1

**Council Meeting:** Regular Council Meeting, July 2, 2024

**Consultant:** CDFL Architects + Engineers PA

**Purpose:** Architectural/Engineering Services Renovations and Improvements Public Safety Communications and Information Systems building

**Cost:** Amendment #1, \$24,000.00

**Project/Contract Type:** Design/Construction Administration

**Funding Source:** Acct# 047-453.00-6812

**Schedule/Time:** TBD

**DPW Manager:** Louis Wright /Lloyd Keller

**Background:**

The original scope of work was to provide overall facility evaluations, scope of work, construction estimates and production of Contract Documents for the roof replacement consulting services for the not to exceed amount of \$36,750.00.

Attached, you will find an item for the City Council Agenda, Amendment #1, to provide additional consulting services to include HVAC design and engineering.

It was determined during the project evaluation that it was necessary and cost effecting to include the HVAC replacement/repair work with the roof replacement project. With the project budget extended to \$628,452.00 to include the HVAC work along with the roof replacement.

This renovation and improvement project for roof replacement and HVAC replacement/repair are necessary to improve the conditions at Public Safety Communications and Information Systems building.

It is the recommendation of this office that the proposal for Amendment #1 of CDFL Architects + Engineers PA contract to include HAVC Engineering in the not to exceed the amount of \$24,000.00 shall be approved.

Total revised contract not to exceed amount is \$60,750.00

Talking Points:

- The roof has been leaking since before the 2013 hail storm and hail damaged the HVAC ducting exposed on the roof. These deficiencies were never addressed.
- Interior renovations to improve conditions are needed to replace or improve deteriorating or outdated building elements, including roof replacement.
- Replacement of hail storm damaged roof top HVAC ductwork, and replacement of non-functional HVAC systems with related repairs.
- All to maintain the integrity of 911 Communications and the City's Information Systems infrastructure, a critical infrastructure accommodating building.



Office of the City Attorney

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## OFFICE OF THE CITY ATTORNEY

---

This **ORDER AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT WITH CDFL ARCHITECTS + ENGINEERS, A PROFESSIONAL ASSOCIATION ("CDFL") TO PROVIDE ADDITIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR RENOVATION OF AND IMPROVEMENTS TO THE PUBLIC SAFETY COMMUNICATIONS AND INFORMATION SYSTEMS BUILDING** is legally sufficient for placement in NOVUS Agenda.

/s/ **Drew M. Martin**, *City Attorney*

/s/ **Terry Williamson**, *Legal Counsel*

**Sondra Moncure**, *Special Assistant*

*Sondra Moncure*

*6-25-24*

**DATE**

OFFICE OF THE CITY ATTORNEY  
S. M. Martin  
6-25-24



37



OFFICE OF THE CITY ATTORNEY  
S. Mendenhall  
6:15:24

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CANIZARO CAWTHON DAVIS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR RENOVATION OF THE OLD FIRE STATION BUILDING, 201 PRESIDENT STREET**

**WHEREAS**, the City of Jackson Department of Planning and Development solicited a statement of qualifications from Canizaro Cawthon Davis (CCD) for the consulting services building evaluation for the Historic Old Fire Station building; and

**WHEREAS**, the statement of qualifications of CCD was received, evaluated, and was selected for the project; and

**WHEREAS**, the project will consist of limited renovation of the building based on a Scope of Work to be determined within the Construction Budget of \$400,000.00; and

**WHEREAS**, components of the building shall be repaired and a portion of the building will be designed to be used as an Enterprise Center for emerging businesses; and

**WHEREAS**, as a Mississippi Landmark, the renovations shall comply with the requirements of the Mississippi Department of Archives and History; and

**WHEREAS**, this agreement includes investigation and architectural / engineering services for selective renovation of the old Central Fire Station, which will include a review and assessment of the items in the Capital Needs Assessment prepared by Advanced Environmental Services dated April 2023; and

**WHEREAS**, the City has set the construction budget for the project at \$400,000.00; and

**WHEREAS**, the schedule for completion of the construction documents for the project is twelve (12) weeks and the dates for construction commencement, substantial completion, and other milestones are to be determined; and

**WHEREAS**, as soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner; and

**WHEREAS**, Lloyd Keller is authorized as the representative for the city of Jackson in this agreement; and

**WHEREAS**, the following subconsultants will be retain as part of the basic services:

Structural Engineer:  
Spencer – Engineers, Inc.  
2508 Lakeland Dr. #200  
Flowood, MS 39232

Mechanical Engineer:

Agenda Item # 37  
July 2, 2024  
(Wright, Lumumba)

Innovative Engineering Services, LLC  
2787 Stage Center Drive Ste 101  
Bartlett, TN 38134

Electrical Engineer:

Innovative Engineering Services, LLC  
2787 Stage Center Drive Ste 101  
Bartlett, TN 38134; and

**WHEREAS**, the following subconsultant will be retained under Supplemental Services:

Advanced Environmental Consultants, Inc.  
775 North President St.  
Jackson, MS 39202; and

**WHEREAS**, the Architect shall maintain the following insurance until termination of this Agreement and for a period of one (1) year following the completion of construction:

Commercial General Liability with policy limits of not less than one million dollars (\$1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage;

Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles, along with any other statutorily required automobile coverage;

The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers;

Workers' Compensation at statutory limits;

Employers' Liability with policy limits not less than one million dollars (\$1,000,000.00) each accident, one million dollars (\$1,000,000.00) each employee, and one million dollars (\$ 1,000,000.00) policy limit;

Professional Liability covering negligent acts, errors, and omissions in the performance of professional services with policy limits of not less than two million dollars (\$2,000,000.00) per claim and two million dollars (\$2,000,000.00) in the aggregate;

Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-

contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations; and

The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5; and

**WHEREAS**, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project; and

**WHEREAS**, the Architect will provide supplemental services for hazardous environmental materials design as follows: Design for abatement of mold, asbestos-containing materials or lead paint, if required; and

**WHEREAS**, either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause; and

**WHEREAS**, nothing contained in the Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against the Owner; and

**WHEREAS**, if the services covered by this Agreement have not been completed within thirty (30) months of the date of this Agreement, through no fault of the Architect, the Architect shall immediately notify Owner, proposing the length of an extension and the additional compensation thereof; Architect shall only proceed to perform the identified Additional Services after written authorization by the governing authorities in the form of an amendment to this Agreement; and extension of the Architect's services beyond that time shall be compensated as Additional Services; and

**WHEREAS**, the compensation to the Architect under the agreement will be a stipulated sum as follows:

The total fee shall not exceed \$40,130.00 and shall be allocated as follows:

Basic Services Fee: \$36,130.00. This fee is based on the Mississippi state fee schedule for specialized projects.

This stipulated sum fee shall increase at the rate of 9.04% if the Construction Budget increases;

Allowance for Hazardous Environmental Materials Design: \$2,000.00;

An allowance of \$2,000.00 is included in the total fee to cover any environmental design requirements that may arise during the project;

Allowance for Reimbursable Expenses: \$2,000.00; and

An allowance of \$2,000.00 is included in the total fee to cover any reimbursable expenses that may occur throughout the project; and

**WHEREAS**, when compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty five percent (25 %)
Design Development Phase	Twenty-five percent (25 %)
Construction Documents Phase	Twenty-five percent (25 %)
Procurement Phase	Five percent (5 %)
Construction Phase	Twenty percent (20 %)
Total Basic Compensation	One hundred percent (100 %)

**WHEREAS**, for Additional Services and Supplemental Services the Architect has agreed to following hourly rates for compensation:

<b>Employee or Category</b>	<b>Rate (\$0.00)</b>
<u>Architect Principal</u>	<u>\$225/hour</u>
<u>Architectural Project Manager</u>	<u>\$125/hour</u>
<u>Interior Designer</u>	<u>\$100/hour</u>
<u>Intern Architect</u>	<u>\$85/hour</u>
<u>Mechanical/HVAC Principal</u>	<u>\$185/hour</u>
<u>Mechanical/HVAC Engineer</u>	<u>\$130/hour</u>
<u>Electrical Principal</u>	<u>\$185/hour</u>
<u>Senior CAD Operator</u>	<u>\$90/hour</u>
<u>Clerical</u>	<u>\$65/hour</u>

**WHEREAS**, the form of the Agreement shall be the AIA B101 – 2017 Standard Form Agreement between Owner and Architect, with the details included in this Order and with the following additional provisions:

§ 12.1 Revise the last sentence of Paragraph 3.6.1.2. [of the AIA B101 – 2017 Form] to read as follows:

"The Architect shall be responsible for the Architect's negligent acts or omissions to the extent as outlined in 12.2, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of other persons or entities performing of the Work."

§12.2 Any increase in construction cost caused by errors or omissions in the plans or specifications will be paid by the Architect to the extent such increase in costs would not have been incurred by the Owner if the error or omission had not been made. If the increased costs would have been included in the Contractor's original price, if the error or omission had not made, then the Architect is not liable for such increases under this provision.

**WHEREAS**, Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

Transportation and authorized out-of-town travel and subsistence;  
Long-distance services, dedicated data and communication services, teleconferences,  
Project web sites, and extranets;



Permitting and other fees required by authorities having jurisdiction over the Project;  
Printing, reproductions, plots, and standard form documents; as requested by Owner;. .  
Postage, handling, and delivery;  
Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;  
Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;  
If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants  
All taxes levied on professional services and on reimbursable expenses;  
Mileage at the prevailing rate (as stated on the IRS Website 2023 (or most recently available) Standard Mileage Rates for Business, Medical, and Moving Announced); and

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute an Agreement with Canizaro Cawthon Davis, A Professional Association for architectural and engineering services for renovations to the Historic Old Fire Station building in a total amount not to exceed \$40,130.00 and reimbursable expenses in accordance with the provisions set forth in this Order.

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

6/24/24

DATE

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CANIZARO CAWTHON DAVIS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR RENOVATION OF THE OLD FIRE STATION BUILDING, 201 PRESIDENT STREET</b>
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	<ol style="list-style-type: none"> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>7. Quality of Life</li> </ol>
3.	<b>Who will be affected</b>	City's use of the essentially abandoned facility
4.	<b>Benefits</b>	Needed renovation of the City's Historic existing facility
5.	<b>Schedule (beginning date)</b>	Upon approval by the City
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>	<p>7</p> <p>Yes</p>
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input checked="" type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	Department of Planning and Development Managed by Department of Public Works, Engineering Division
8.	<b>COST</b>	Total contract amount not to exceed \$40,130.00.
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund <input type="checkbox"/></li> <li>▪ Grant <input checked="" type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	047-453.00-6812
10.	<b>EBO participation</b>	ABE _____ %    WAIVER yes ___ no ___    N/A _____ AABE _____ %    WAIVER yes ___ no ___    N/A _____ WBE _____ %    WAIVER yes ___ no ___    N/A _____ HBE _____ %    WAIVER yes ___ no ___    N/A _____ NABE _____ %    WAIVER yes ___ no ___    N/A _____

Revised 2-04



City of Jackson  
Department of Public Works

### Council Agenda Item Memorandum

To: Hon. Chokwe A. Lumumba  
From: Louis Wright, Chief Administrative Officer  
Date: June 24, 2024

**Agenda Item:** Contract to Design Renovations of Historic Old Fire Station Building  
**City Project #:**  
**Council Meeting:** Regular Council Meeting, July 2, 2024  
**Consultant:** Canizaro Cawthon Davis  
**Purpose:** Architectural/Engineering Services for Renovation of Old Fire Station  
**Cost:** \$40,130.00  
**Project/Contract Type:** Design/Construction Administration  
**Funding Source:** Acct# 047-453.00-6812  
**Schedule/Time:**  
**DPW Manager:** Louis Wright/Lloyd Keller, Jr. AIA

#### Background:

Attached, you will find an item for the City Council Agenda for contacting Architectural and Engineering services for the design and production of construction documents for renovations, repairs and improvements to the Historic Old Fire Station building, 201 South President St.

A facility inspection for the purpose of needed work to the building for habitation was conducted. The findings of multiple deficiencies with the roof, exterior walls, rotting exterior millwork (windows and doors), nonfunctional HVAC systems, and moisture penetrating the exterior walls indicated major renovation and repair work is needed.

The City of Jackson Department of Planning and Development solicited a statement of qualifications from Canizaro Cawthon Davis for architectural and engineering services for the renovation, repair, and replacement project of the Historic Old Fire Station. The Statement of Qualifications of Canizaro Cawthon Davis was reviewed and approved for the project.

The renovation budget for the building is determined to be \$400,000.00, and the consulting fee for the project is calculated by the State of Mississippi log fee formula with renovation

work additional multiplier fee in the amount of \$36,130.00 plus additional allowance amounts of \$2,000.00 for reimbursable items, and \$2,000.00 for hazardous materials design services. The total contract amount is not to exceed \$40,130.00.

**Talking Points:**

Facility inspection findings:

- HVAC systems in need of replacement.
- Nonfunctioning HVAC systems has caused mold in the building
- Exterior wood windows are in critical need of attention. Wood window sills, jambs and sashes are rotted through
- Old station access doors are rotting
- Roof is leaking and requires replacement.
- Interior finishes and millwork are in a state of disrepair.
- One restroom is out of service and others in need of repairs
- Elevator needs to be evaluated

Office of the City Attorney

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## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CANIZARO CAWTHON DAVIS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR RENOVATION OF THE OLD FIRE STATION BUILDING, 201 PRESIDENT STREET** is legally sufficient for placement in NOVUS Agenda.

*/s/ Drew M. Martin, City Attorney*

*/s/ Terry Williamson, Legal Counsel*

**Sondra Moncure, Special Assistant** *Sondra Moncure*

*6-25-24*  
DATE



38





OFFICE OF THE CITY ATTORNEY  
6-22-21

**ORDER AUTHORIZING SETTLEMENT WITH PARTRIDGE-SIBLEY INDUSTRIAL SERVICES, INC., CHARLES CARROLL PARTRIDGE AS EXECUTOR OF THE ESTATE OF D. RICHARD PARTRIDGE, DECEASED, JUSTIN MAHFOUZ, AND LOUIE GARRETT IN THE MATTER OF CITY OF JACKSON, MISSISSIPPI V. GOLD COAST COMMODITIES, INC., ET AL; CIVIL ACTION NO.: 21-CV-00398-EFP**

**WHEREAS**, on June 24, 2021, the City filed its Original Complaint alleging causes of action related to the discharge of waste into the City’s sewer system;

**WHEREAS**, on April 27, 2022 the City filed an Amended Complaint against various parties, including claims against Partridge-Sibley Industrial Services, Inc. (“PSI”), Charles Carroll Partridge as Executor of the Estate of D. Richard Partridge, Deceased (“Partridge”), Justin Mahfouz (“Mahfouz”), and Louie Garrett (“Garrett”) (each individually a “Party” and collectively the “Parties”);

**WHEREAS**, PSI, Partridge, Mahfouz and Garrett are sometimes collectively referred to as “PSI et al;”

**WHEREAS**, Richard Partridge passed away on March 8, 2024 and an estate was opened naming Charles Partridge Executor; and

**WHEREAS**, PSI et al. have agreed to pay the City of Jackson \$630,000 to settle any and all claims the City has or could have had in the aforementioned lawsuit; and

**WHEREAS**, based on the economic value to the City of Jackson it is in the best interest of the citizenry that the City of Jackson resolve this matter through settlement.

**NOW, THEREFORE, IT IS HEREBY ORDERED** by the City Council of the City of Jackson, Mississippi, that the City should and is hereby authorized to settle all claims for \$630,000.00 with the PSI, et al. Defendants in the lawsuit styled City of Jackson, Mississippi v. Gold Coast Commodities, Inc.; Civil Action No.: 21-00398-EFP; execute all documents necessary to settle and dismiss said claim.

Agenda Item # 38  
July 2, 2024  
(D.Martin, Lumumba)

Office of the City Attorney

455 East Capitol Street  
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## OFFICE OF THE CITY ATTORNEY

---

This **ORDER AUTHORIZING SETTLEMENT WITH PARTRIDGE-SIBLEY INDUSTRIAL SERVICES, INC., CHARLES CARROLL PARTRIDGE AS EXECUTOR OF THE ESTATE OF D. RICHARD PARTRIDGE, DECEASED, JUSTIN MAHFOUZ, AND LOUIE GARRETT IN THE MATTER OF CITY OF JACKSON, MISSISSIPPI V. GOLD COAST COMMODITIES, INC., ET AL; CIVIL ACTION NO.: 21-CV-00398-EF** is legally sufficient for placement in NOVUS Agenda.

**/s/ Drew Martin**

**Drew Martin, City Attorney**

**Justin Powell, Deputy City Attorney**

JP

6-25-21

**Date**

39



OFFICE OF THE CITY ATTORNEY  
- Jackson M. Martin  
9/22/24

**ORDER AUTHORIZING PAYMENT OF \$15,000.00 TO ROBERT CHAMBERS FOR FULL AND COMPLETE SETTLEMENT OF CLAIMS AND NO ADMISSION OF LIABILITY**

**WHEREAS**, Mr. Robert Chambers filed a lawsuit against The City of Jackson and former Jackson Police Department Officer Kenneth Short, individually and in his official capacity; and others as yet unidentified police officers on November 1, 2018 from an alleged incident occurring on May 4, 2017; and

**WHEREAS**, the City is expected to pay approximately \$25,000.00-\$35,000.00 in attorney's fees to litigate this case on behalf of former Officer Kenneth Short, not including or covering attorney's fees associated with potential litigation if an appeal is filed once the final judgment has been entered; and

**WHEREAS**, the likelihood of receiving a judgment in favor of the City of Jackson does not exceed that of Plaintiff, Robert Chambers; and

**WHEREAS**, it is recommended that the claims of Robert Chambers be compromised for the sum of \$15,000.00 *without any admission of liability*; and

**IT IS HEREBY ORDERED** that the claims of Robert Chambers be compromised for the sum of \$15,000.00 with the understanding that the City of Jackson is not admitting liability and subject to Robert Chambers accepting the offer and releasing the City of Jackson for any known or unknown damage arising out of the May 4, 2017 incident.

Agenda Item # 39  
July 2, 2024  
(D.Martin, Lumumba)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

06/25/2024  
DATE

POINTS		COMMENTS
1.	Brief Description/ Purpose	Order Authorizing Payment of \$15,000.00 to Robert Chambers for Full and Complete Settlement of Claims and no Admission of Liability.
2.	Public Policy Initiative 1. Crime Prevention 2. Changes in City Government 3. Neighborhood Enhancement 4. Economic Development 5. Infrastructure and Transportation 6. 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 • Consultant	Office of the City Attorney
8.	COST	\$15,000.00
9.	Source of Funding • General Fund • Grant • Bond • Other	
10.	EBO participation	ABE _____ % WAIVER: yes _____ no _____ N/A <input checked="" type="checkbox"/> AABE _____ % WAIVER: yes _____ no _____ N/A <input checked="" type="checkbox"/> WBE _____ % WAIVER: yes _____ no _____ N/A <input checked="" type="checkbox"/> HBE _____ % WAIVER: yes _____ no _____ N/A <input checked="" type="checkbox"/> NABE _____ % WAIVER: yes _____ no _____ N/A <input checked="" type="checkbox"/>

Office of the City Attorney

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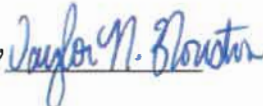
## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING PAYMENT OF \$15,000.00 TO ROBERT CHAMBERS FOR FULL AND COMPLETE SETTLEMENT OF CLAIMS AND NO ADMISSION OF LIABILITY** is legally sufficient for placement in NOVUS Agenda.

/s/ Drew Martin

**Drew Martin**, *City Attorney*

**Taylor Houston**, *Deputy City Attorney* 

6/25/2024

Date

