



REVISED

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

August 27, 2024

AGENDA

10:00 AM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. PASTOR BRAD GOAD OF CHRIST UNITED CHURCH, WARD 1

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

2. NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."
3. APPROVAL OF THE JULY 30, 2024 REGULAR CITY COUNCIL MEETING MINUTES. (S.JORDAN, LINDSAY)
4. APPROVAL OF THE AUGUST 6, 2024 SPECIAL COUNCIL MINUTES. (S.JORDAN, LINDSAY)
5. APPROVAL OF THE AUGUST 12, 2024 SPECIAL COUNCIL MINUTES. (S.JORDAN, LINDSAY)
6. APPROVAL OF THE AUGUST 13, 2024 REGULAR CITY COUNCIL MEETING MINUTES. (S.JORDAN, LINDSAY)
7. APPROVAL OF THE AUGUST 19, 2024 REGULAR ZONING MINUTES. (S.JORDAN, LINDSAY)

INTRODUCTION OF ORDINANCES

8. ORDINANCE AMENDING SECTIONS 118-593, -595, AND -600 OF THE CITY OF JACKSON CODE OF ORDINANCES, NEIGHBORHOOD TRAFFIC CALMING PROCEDURE. (MARTIN, LUMUMBA)

REGULAR AGENDA

9. **CLAIMS (MALEMBEKA, LUMUMBA)**
10. **PAYROLL (MALEMBEKA, LUMUMBA)**
11. **ORDER APPOINTING JENNIFER WELCH TO THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF JACKSON. (LUMUMBA)**
12. **ORDER AUTHORIZING THE MAYOR TO REAPPOINT ALEX LAWSON TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD. (LUMUMBA)**
13. **ORDER AUTHORIZING THE DEPARTMENT OF FINANCE AND ADMINISTRATION, PURCHASING DIVISION, 1 TO APPROVE PURCHASES OF PERSONAL AND PROFESSIONAL SERVICES OF UP TO \$75,000.00 TO THE LOWEST RESPONSIBLE BIDDER AND 2 TO OVERSEE PURCHASES OF PERSONAL AND PROFESSIONAL SERVICES WHICH EXCEED \$75,000.00 EACH AS DESCRIBED IN THE CITY'S PERSONAL AND PROFESSIONAL \$75,000.00 EACH AS DESCRIBED IN THE CITY'S PERSONAL AND PROFESSIONAL SERVICES PROCUREMENT POLICY. (MALEMBEKA, LUMUMBA)**
14. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, AND THE HINDS CIRCUIT CLERK FOR SERVICES RELATED TO THE REDISTRICTING OF WARD LINES WITHIN THE CITY OF JACKSON. (HARRIS, LUMUMBA)**
15. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A TECHNICAL SUPPORT AGREEMENT WITH PHAROS CONSULTING SERVICES TO PROVIDE THE CITY OF JACKSON WITH ELECTION CONSULTING SERVICES FOR ASSISTANCE, TRAINING AND SUPPORT IN THE STATEWIDE ELECTION MANAGEMENT SYSTEM (SEMS) DURING THE 2024 SPECIAL MUNICIPAL ELECTION TO FILL THE WARD 2 VACANCY. (HARRIS, LUMUMBA)**
16. **ORDER AUTHORIZING THE MAYOR OF THE CITY OF JACKSON TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH PETERS REAL ESTATE AND THE JACKSON POLICE DEPARTMENT TO OCCUPY OFFICE SPACE TO BE USED AS A POLICE SATELLITE OFFICE IN FONDREN. (WADE, LUMUMBA)**
17. **ORDER RATIFYING PROFESSIONAL SERVICES PERFORMED BY THE MISSISSIPPI STATE FIRE ACADEMY FOR THE JACKSON FIRE DEPARTMENT AND ITS FIREFIGHTERS AND APPROVING PAYMENT FOR SAME. (OWENS, LUMUMBA)**
18. **ORDER ACCEPTING THE QUOTE OF METRO COMMUNICATIONS & UTILITY COMPANY TO PERFORM FIBER REPAIR AT FIRE STATION 28. (REID, LUMUMBA)**
19. **ORDER AUTHORIZING THE PAYMENT OF INVOICE NO. 24.0328 TO METRO COMMUNICATIONS & UTILITY CO. FOR FIBER REPAIR AT FIRE STATION 10. (REID, LUMUMBA)**
20. **ORDER APPROVING THE PAYMENT OF INVOICE 24.0416 IN THE**

- AMOUNT OF \$4,000 TO METRO COMMUNICATIONS & UTILITY CO. FOR EMERGENCY FIBER REPAIRS PERFORMED ON APRIL 10, 2024 AT MILL STREET IN VICINITY OF NEW BRIDGE. (REID, LUMUMBA)
21. ORDER APPROVING THE PAYMENT OF INVOICE# 253307 SUBMITTED BY UPCHURCH SERVICES LLC FOR EMERGENCY REPAIR OF AIR CONDITIONING - UNIT LOCATED AT 387 SOUTH CONGRESS STREET WHICH IS THE LOCATION OF THE 911 COMMUNICATION DIVISION AND THE DEPARTMENT OF INFORMATION TECHNOLOGY. (REID, LUMUMBA)
 22. ORDER REQUESTING RATIFICATION OF PROFESSIONAL SWIMMING POOL DIAGNOSTIC SERVICES PERFORMED BY BOB'S POOL SERVICE, INC., AT THE JACKSON ZOO'S SPLASH PAD AND REQUESTING APPROVAL OF FUTURE PROFESSIONAL SERVICES IN AN AMOUNT NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000.00). (MUHAMMAD, LUMUMBA)
 23. ORDER REQUESTING APPROVAL AND PAYMENT TO THE MISSISSIPPI RECREATION AND PARKS ASSOCIATION (MRPA) FOR PREVIOUSLY PROVIDED MEMBERSHIP AND TRAINING SERVICES AND REQUESTING APPROVAL OF PAYMENT TO THE MRPA FOR CURRENT MEMBERSHIP DUES AND TRAINING SERVICES FOR VARIOUS DEPARTMENT OF PARKS AND RECREATION EMPLOYEES. (MUHAMMAD, LUMUMBA)
 24. ORDER REQUESTING ACCEPTANCE OF PROFESSIONAL LIFEGUARD CERTIFICATION AND RECERTIFICATION TRAINING SERVICES FROM SWIM MISSISSIPPI, LLC, FOR VARIOUS CITY LIFEGUARDS. (MUHAMMAD, LUMUMBA)
 25. ORDER REQUESTING APPROVAL OF PROFESSIONAL AIR CONDITIONER REPAIR AND MAINTENANCE SERVICES TO BE PERFORMED BY UNIVERSAL SERVICES, LLC, AT CHAMPION GYMNASIUM AND APPROVING FUTURE PROFESSIONAL AIR CONDITIONER SERVICES TO BE PROVIDED BY ABOVE COMPANY IN AN AMOUNT NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000.00) AT FACILITIES MANAGED BY THE PARKS AND RECREATION DEPARTMENT. (MUHAMMAD, LUMUMBA)
 26. ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM ONE (1) VENDOR AND AUTHORIZING PAYMENT TO JEFcoat FENCE COMPANY, INC. (KEETON, LUMUMBA)
 27. ORDER AUTHORIZING THE DEPARTMENT OF PLANNING AND DEVELOPMENT TO PROCURE NECESSARY ADD-ONS, EQUIPMENT, AND WEB-BASED SOFTWARE SOLUTIONS FROM ECOLANE USA, INC. (KEETON, LUMUMBA)
 28. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH DALE PARTNERS FOR CONCEPTUAL DESIGN SERVICES FOR JACKSON CONVENTION COMPLEX OUTDOOR EVENT SPACE. (KEETON, LUMUMBA)
 29. RESOLUTION OF THE CITY OF JACKSON ESTABLISHING AN ENTERTAINMENT DISTRICT NAMED THE LAMAR STREET

ENTERTAINMENT DISTRICT. (KEETON, LUMUMBA)

30. **ORDER AUTHORIZING THE EXECUTION OF AN AGREEMENT TO RECEIVE DONATED PROPERTY AT 5040 NORTH STATE STREET, JACKSON, MISSISSIPPI, PARCEL 517-800. (KEETON, LUMUMBA)**
31. **ORDER RATIFYING PROCUREMENT OF PARTS AND REPAIR SERVICES BY THE MUNICIPAL GARAGE FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS. (WRIGHT, LUMUMBA)**
32. **ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE MATTER OF “EVANGELINE JOHNSON V. CITY OF JACKSON, MISSISSIPPI AND JOHN DOES 1-10, INDIVIDUALLY AND IN THEIR OFFICIAL CAPACITIES” IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 23-015-EFP. (MARTIN, LUMUMBA)**
33. **ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE MATTER OF “SUSAN VARCIE AND HER HUSBAND DAMON CRUMB V. CITY OF JACKSON, MISSISSIPPI” IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 20-066-EFP. (MARTIN, LUMUMBA)**
34. **ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE MATTERS OF “LAKELAND SENIORS, LLC V. THE UNIVERSITY OF MISSISSIPPI MEDICAL CENTER; THE CTY OF JACKSON, MISSISSIPPI; JXN WATER INC.” IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 23-655-AHW AND “USA V. JXN WATER” IN THE FIFTH CIRCUIT IN THE UNITED STATES COURT OF APPEALS; CIVIL ACTION NO.: 24-60372. (MARTIN, LUMUMBA)**
35. **RESOLUTION TO AUTHORIZE THE JACKSON MUNICIPAL AIRPORT AUTHORITY TO ACCEPT THE AIRPORT IMPROVEMENT GRANT – BI-PARTISAN INFRASTRUCTURE LAW OFFER, NO. 3-28-0037-065-2024, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AND TO SEEK A RESOLUTION FROM THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AS CO-SPONSOR, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WYLIE EVERS INTERNATIONAL AIRPORT UNDER THE AUSPICES OF AIRPORT IMPROVEMENT. (MARTIN, LUMUMBA)**
36. **RESOLUTION TO AUTHORIZE THE JACKSON MUNICIPAL AIRPORT AUTHORITY TO ACCEPT THE AIRPORT IMPROVEMENT PROGRAM GRANT OFFER, NO. 3-28-0037-066-2024, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AND TO SEEK A RESOLUTION FROM THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AS CO-SPONSOR, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WYLIE EVERS INTERNATIONAL AIRPORT UNDER THE AUSPICES OF**

AIRPORT IMPROVEMENT. (MARTIN, LUMUMBA)

37. **RESOLUTION TO AUTHORIZE THE JACKSON MUNICIPAL AIRPORT AUTHORITY TO ACCEPT THE AIRPORT IMPROVEMENT GRANT – BI-PARTISAN INFRASTRUCTURE LAW OFFER, NO. 3-28-0037-070-2024, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AND TO SEEK A RESOLUTION FROM THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AS CO-SPONSOR, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WYLIE EVERS INTERNATIONAL AIRPORT UNDER THE AUSPICES OF AIRPORT IMPROVEMENT. (MARTIN, LUMUMBA)**
38. **ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY. (D.MARTIN, LUMUMBA)**
39. **ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (JACKSON CITY COUNCIL)**
40. **ORDER OF THE JACKSON CITY COUNCIL ACKNOWLEDGING RECEIPT OF THE CITY OF JACKSON’S ANNUAL COMPREHENSIVE FINANCIAL REPORT AND AUDIT OF THE STATE TORT CLAIMS FUND FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022. (JACKSON CITY COUNCIL)**
41. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING THE DESIGNATION OF WOODROW WILSON AVENUE AS THE MEDICAL CORRIDOR OF THE CITY OF JACKSON. (STOKES)**
42. **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)**
43. **ORDER RATIFYING AN AMENDMENT TO THE CONTRACT WITH CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW FIRE STATION 20 BUILDING, CITY PROJECT NO. 15B7003.401. (WRIGHT, LUMUMB)**
44. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH I-55 MANAGEMENT, LLC AND I-55 MANAGEMENT T, LLC TO PROVIDE OFFICE SPACE FOR THE JACKSON POLICE DEPARTMENT, PRECINCT FOUR’S OPERATIONS. (WADE, LUMUMBA)**
45. **ORDER AUTHORIZING THE MAYOR TO REAPPOINT BRIAN WASHINGTON TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD. (LUMUMBA)**

DISCUSSION

46. **DISCUSSION: PREVENTION OF COPPER THEFT (HARTLEY)**
47. **DISCUSSION: HINDS COUNTY JAIL UPDATE (STOKES)**
48. **DISCUSSION: JACKSON STATE UNIVERSITY PARKWAY (ROBERT SMITH PARKWAY) (STOKES)**

49. **DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY (JACKSON CITY COUNCIL)**
50. **DISCUSSION: LITIGATION MATTERS. (MARTIN, LUMUMBA)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

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

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JULY 30, 2024 10:00 A.M.**

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BE IT REMEMBERED that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on July 30, 2024, being the fifth Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Virgi Lindsay, Council President, Ward 7; Brian Grizzell, Vice-President, Ward 4; Ashby Foote, Ward 1; Angelique Lee, Ward 2 (via teleconference); Kenneth Stokes, Ward 3; Vernon Hartley, Ward 5 and Aaron Banks, Ward 6. 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 Lindsay**.

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The invocation was offered by **Pastor Spada Thomas of Central United Methodist Church**.

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

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President Lindsay requested that Agenda Items No. 33, 34 and 32 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

RESOLUTION TO AUTHORIZE THE JACKSON MUNICIPAL AIRPORT AUTHORITY TO ACCEPT THE AIRPORT IMPROVEMENT PROGRAM GRANT OFFER, NO. 3-28-0037-071-2024, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AND TO SEEK A RESOLUTION FROM THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AS CO-SPONSOR, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT UNDER THE AUSPICES OF AIRPORT IMPROVEMENT.

WHEREAS, on or about July 8, 2024, the Jackson Municipal Airport Authority (“JMAA”) applied to the United States Department of Transportation, Federal Aviation Administration (“FAA”), for an AIRPORT IMPROVEMENT PROGRAM (“AIP”) GRANT under the auspices of airport improvement, specifically terminal heating, ventilation, and air conditioning system reconstruction and elevator and escalator replacement at Jackson-Medgar Wiley Evers International Airport (“Airport” or “JAN”); and

WHEREAS, on or about July 18, 2024, the FAA offered to JMAA Grant No. 3-28- 0037-071-2024 for ninety percent (90%) of allowable costs incurred to perform reconstruction of terminal heating, ventilation, and air conditioning system reconstruction and elevator and escalator replacement at JAN (the “Project”), in an amount not-to exceed Eight Hundred Ten Thousand Dollars (\$810,000.00); and

WHEREAS, AIP Grant No. 3-28-0037-071-2024 further provides for maintaining safe and efficient airport operations at the Airport and for any lawful purpose related to the Airport for which the AIP Grant funds may be used; and

WHEREAS, the Board of Commissioners (the “Board”) of the Jackson Municipal Airport Authority (“JMAA”) has considered the recommendation of Staff that the Board accept AIP Grant No. 3-28-0037-071-2024 to accomplish the Project; and

WHEREAS, the AIP Grant Offer is contingent upon JMAA and the City of Jackson, Mississippi (“City”), as Co-Sponsors of the Airport, authorizing their respective representatives to accept the AIP Grant Offer and execute the Grant Agreement, followed by execution by their

respective attorneys of a “Certificate of Sponsor’s Attorney,” as required by the terms of the AIP Grant; and

WHEREAS, the Mayor, or his designee, and the City Attorney of the City must be authorized by the City Council of the City to execute the AIP Grant offer and agreement upon acceptance of the AIP Grant Offer by the City as a prerequisite for JMAA to receive the AIP Grant funds; and

WHEREAS, JMAA Staff requests Board authority to seek a resolution from the City Council of the City that provides that the City, as Co-Sponsor of the Airport: (i) accepts the AIP Grant in an amount not-to-exceed Eight Hundred Ten Thousand Dollars (\$810,000.00); (ii) authorizes the Mayor of the City to execute the AIP Grant Offer and Agreement; and (iii) authorizes the City Attorney of the City to sign a “Certificate of Sponsor’s Attorney” in accordance with the terms of the AIP Grant Offer and Agreement.

NOW, IT IS THEREFORE RESOLVED that the Board accepts the AIP Grant to accomplish the Project for ninety percent (90%) of allowable Project costs, not-to-exceed Eight Hundred Ten Thousand Dollars (\$810,000.00) .

IT IS FURTHER RESOLVED that the AIP Grant funds be used for purposes directly related to the Airport, for which Grant funds may be lawfully used, and not for any purpose not related to the Airport and that funds allocated for the Project may not be used for other purposes.

IT IS FURTHER RESOLVED that Rosa Beckett, the JMAA Chief Executive Officer, or her designee, is hereby authorized to execute the AIP Grant Offer and Agreement on behalf of JMAA.

IT IS FURTHER RESOLVED that the JMAA General Counsel, Kimberly Carlisle, Esq., is authorized to execute the “Certificate of Sponsor’s Attorney” on behalf of JMAA, after the JMAA Chief Executive Officer executes the AIP Grant Offer and Agreement.

IT IS FURTHER RESOLVED that JMAA’s Staff and its General Counsel are hereby authorized and directed to seek a resolution from the City Council of the City which provides that the City, as Co-Sponsor of the Airport: (i) accepts the AIP Grant in an amount not-to-exceed Eight Hundred Ten Thousand Dollars (\$810,000.00); (ii) authorizes the Mayor of the City, or his designee, to execute the AIP Grant Offer and Agreement; and (iii) authorizes the City Attorney of the City to sign a “Certificate of Sponsor’s Attorney” as required by the AIP Grant Offer and Agreement.

IT IS FURTHER RESOLVED that any and all prior acts performed by JMAA Staff to apply for the AIP Grant are hereby ratified, adopted, and approved by the JMAA Board.

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

President Links recognized **Rosa Beckett, CEO of Jackson Municipal Airport Authority** and **Sam Washington, Director of Capital Programming**, who provided a brief overview of said item.

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

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

Nays – None.

Abstentions– Stokes.

Absent – None.

RESOLUTION TO AUTHORIZE THE JACKSON MUNICIPAL AIRPORT AUTHORITY TO ACCEPT THE AIRPORT IMPROVEMENT PROGRAM GRANT OFFER, NO. 3-28- 0037-069-2024, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AND TO SEEK A RESOLUTION FROM THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AS CO-SPONSOR, FOR PURPOSES DIRECTLY RELATED TO
MINUTE BOOK 6Z

**THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT UNDER
THE AUSPICES OF AIRPORT RECONSTRUCTION.**

WHEREAS, on or about July 8, 2024, the Jackson Municipal Airport Authority (“JMAA”) applied to the United States Department of Transportation, Federal Aviation Administration (“FAA”), for a BIPARTISAN INFRASTRUCTURE LAW-AIRPORT TERMINAL PROGRAM (“BIL-ATP”) GRANT under the auspices of airport reconstruction, specifically terminal heating, ventilation, and air conditioning system reconstruction, and elevator and escalator replacement at Jackson-Medgar Wiley Evers International Airport (“Airport” or “JAN”); and

WHEREAS, on or about July 18, 2024, the FAA offered to JMAA Grant No. 3-28- 0037-069-2024 for ninety-five percent (95%) of allowable costs incurred to perform reconstruction of the terminal heating, ventilation, and air conditioning system and elevator and escalator replacement at JAN (the “Project”), in an amount not-to-exceed Eight Million Dollars (\$8,000,000.00); and

WHEREAS, BIL-ATP Grant No. 3-28-0037-069-2024 further provides for maintaining safe and efficient airport operations at the Airport and for any lawful purpose related to the Airport for which the BIL-ATP Grant funds may be used; and

WHEREAS, the Board of Commissioners (the “Board”) of the Jackson Municipal Airport Authority (“JMAA”) has considered the recommendation of Staff that the Board accept BIL-ATP Grant No. 3-28-0037-069-2024 to accomplish the Project; and

WHEREAS, the BIL-ATP Grant Offer is contingent upon JMAA and the City of Jackson, Mississippi (“City”), as Co-Sponsors of the Airport, authorizing their respective representatives to accept the BIL-ATP Grant Offer and execute the Grant Agreement, followed by execution by their respective attorneys of a “Certificate of Sponsor’s Attorney” as required by the terms of the BIL-ATP Grant; and

WHEREAS, the Mayor, or his designee, and the City Attorney of the City must be authorized by the City Council of the City to execute the BIL-ATP Grant Offer and Agreement upon acceptance of the BIL-ATP Grant Offer by the City as a prerequisite for JMAA to receive the BIL-ATP Grant funds; and

WHEREAS, JMAA Staff requests Board authority to seek a resolution from the City Council of the City that provides that the City, as Co-Sponsor of the Airport: (i) accepts the BIL-ATP Grant in an amount not-to-exceed Eight Hundred Ten Thousand Dollars (\$810,000.00); (ii) authorizes the Mayor of the City to execute the BIL-ATP Grant Offer and Agreement; and (iii) authorizes the City Attorney of the City to sign a “Certificate of Sponsor’s Attorney” in accordance with the terms of the BIL-ATP Grant Offer and Agreement.

NOW, IT IS THEREFORE RESOLVED that the Board accepts the BIL-ATP Grant to accomplish the Project for ninety five percent (95%) of allowable Project costs, not-to exceed Eight Million Dollars (\$8,000,000.00).

IT IS FURTHER RESOLVED that the BIL-ATP Grant funds be used for purposes directly related to the Airport, for which grant funds may be lawfully used, and not for any purpose not related to the Airport and that funds allocated for the Project may not be used for other purposes.

IT IS FURTHER RESOLVED that Rosa Beckett, the JMAA Chief Executive Officer, or her designee, is hereby authorized to execute the BIL-ATP Grant Offer and Agreement on behalf of JMAA.

IT IS FURTHER RESOLVED that the JMAA General Counsel, Kimberly Carlisle, Esq., is authorized to execute the “Certificate of Sponsor’s Attorney” on behalf of JMAA, after the JMAA Chief Executive Officer executes the BIL-ATP Grant Offer and Agreement.

IT IS FURTHER RESOLVED that JMAA’s Staff and its General Counsel are hereby authorized and directed to seek a resolution from the City Council of the City which provides that the City, as Co-Sponsor of the Airport: (i) accepts the BIL-ATP Grant in an amount not-to-exceed Eight Million Dollars (\$8,000,000.00); (ii) authorizes the Mayor of the City, or his designee, to execute the BIL-ATP Grant Offer and Agreement; and (iii) authorizes the City Attorney of the City to sign a “Certificate of Sponsor’s Attorney” as required by the BIL-ATP Grant Offer and Agreement.

IT IS FURTHER RESOLVED that any and all prior acts performed by JMAA Staff to apply for the BIL-ATP Grant are hereby ratified, adopted, and approved by the JMAA Board.

Council Member Grizzell moved adoption; Council Member Hartley seconded.

President Lindsay recognized Drew Martin, City Attorney, who recommended an amendment to strike “Airport Improvement Program” in the header of said item.

President Lindsay recognized Council Member Banks who moved; seconded by Council Member Hartley to amend said order to reflect the changes as stated by Drew Martin, City Attorney. The motion prevailed by the following vote:

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

Nays – None.

Absent – None.

President Links recognized Rosa Beckett, CEO of Jackson Municipal Airport Authority and Patrick Minor, Hawkins Field Airport Manager, who provided a brief overview of said item.

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

RESOLUTION TO AUTHORIZE THE JACKSON MUNICIPAL AIRPORT AUTHORITY TO ACCEPT THE GRANT OFFER, NO. 3-28- 0037-069-2024, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AND TO SEEK A RESOLUTION FROM THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AS CO-SPONSOR, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT UNDER THE AUSPICES OF AIRPORT RECONSTRUCTION.

WHEREAS, on or about July 8, 2024, the Jackson Municipal Airport Authority (“JMAA”) applied to the United States Department of Transportation, Federal Aviation Administration (“FAA”), for a BIPARTISAN INFRASTRUCTURE LAW-AIRPORT TERMINAL PROGRAM (“BIL-ATP”) GRANT under the auspices of airport reconstruction, specifically terminal heating, ventilation, and air conditioning system reconstruction, and elevator and escalator replacement at Jackson-Medgar Wiley Evers International Airport (“Airport” or “JAN”); and

WHEREAS, on or about July 18, 2024, the FAA offered to JMAA Grant No. 3-28- 0037-069-2024 for ninety-five percent (95%) of allowable costs incurred to perform reconstruction of the terminal heating, ventilation, and air conditioning system and elevator and escalator replacement at JAN (the “Project”), in an amount not-to-exceed Eight Million Dollars (\$8,000,000.00); and

WHEREAS, BIL-ATP Grant No. 3-28-0037-069-2024 further provides for maintaining safe and efficient airport operations at the Airport and for any lawful purpose related to the Airport for which the BIL-ATP Grant funds may be used; and

WHEREAS, the Board of Commissioners (the “Board”) of the Jackson Municipal Airport Authority (“JMAA”) has considered the recommendation of Staff that the Board accept BIL-ATP Grant No. 3-28-0037-069-2024 to accomplish the Project; and

WHEREAS, the BIL-ATP Grant Offer is contingent upon JMAA and the City of Jackson, Mississippi (“City”), as Co-Sponsors of the Airport, authorizing their respective representatives to accept the BIL-ATP Grant Offer and execute the Grant Agreement, followed by execution by their respective attorneys of a “Certificate of Sponsor’s Attorney” as required by the terms of the BIL-ATP Grant; and

WHEREAS, the Mayor, or his designee, and the City Attorney of the City must be authorized by the City Council of the City to execute the BIL-ATP Grant Offer and Agreement upon

acceptance of the BIL-ATP Grant Offer by the City as a prerequisite for JMAA to receive the BIL-ATP Grant funds; and

WHEREAS, JMAA Staff requests Board authority to seek a resolution from the City Council of the City that provides that the City, as Co-Sponsor of the Airport: (i) accepts the BIL-ATP Grant in an amount not-to-exceed Eight Hundred Ten Thousand Dollars (\$810,000.00); (ii) authorizes the Mayor of the City to execute the BIL-ATP Grant Offer and Agreement; and (iii) authorizes the City Attorney of the City to sign a “Certificate of Sponsor’s Attorney” in accordance with the terms of the BIL-ATP Grant Offer and Agreement.

NOW, IT IS THEREFORE RESOLVED that the Board accepts the BIL-ATP Grant to accomplish the Project for ninety five percent (95%) of allowable Project costs, not-to exceed Eight Million Dollars (\$8,000,000.00).

IT IS FURTHER RESOLVED that the BIL-ATP Grant funds be used for purposes directly related to the Airport, for which grant funds may be lawfully used, and not for any purpose not related to the Airport and that funds allocated for the Project may not be used for other purposes.

IT IS FURTHER RESOLVED that Rosa Beckett, the JMAA Chief Executive Officer, or her designee, is hereby authorized to execute the BIL-ATP Grant Offer and Agreement on behalf of JMAA.

IT IS FURTHER RESOLVED that the JMAA General Counsel, Kimberly Carlisle, Esq., is authorized to execute the “Certificate of Sponsor’s Attorney” on behalf of JMAA, after the JMAA Chief Executive Officer executes the BIL-ATP Grant Offer and Agreement.

IT IS FURTHER RESOLVED that JMAA’s Staff and its General Counsel are hereby authorized and directed to seek a resolution from the City Council of the City which provides that the City, as Co-Sponsor of the Airport: (i) accepts the BIL-ATP Grant in an amount not-to-exceed Eight Million Dollars (\$8,000,000.00); (ii) authorizes the Mayor of the City, or his designee, to execute the BIL-ATP Grant Offer and Agreement; and (iii) authorizes the City Attorney of the City to sign a “Certificate of Sponsor’s Attorney” as required by the BIL-ATP Grant Offer and Agreement.

IT IS FURTHER RESOLVED that any and all prior acts performed by JMAA Staff to apply for the BIL-ATP Grant are hereby ratified, adopted, and approved by the JMAA Board.

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

Nays – None.

Abstention– Stokes.

Absent – None.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROGRAM MANAGEMENT AGREEMENT WITH AL-TURK PLANNING & DEVELOPMENT, LLC TO PROVIDE PROJECT OVERSIGHT, VARIOUS OTHER SERVICES, AND GENERAL ENGINEERING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS, ENGINEERING DIVISION.

WHEREAS, the City of Jackson selected Al-Turk Planning & Development, LLC to provide project oversight, various other services, and general engineering services for the Department of Public Works, Engineering Division, in the absence of a City Engineer and licensed professional engineers; and

WHEREAS, Al-Turk Planning & Development, LLC will provide the following program management and engineering services:

1. Confirmation of Owner’s Program goals and objectives
2. Development of Program master plan
 - Expected scope of program activities

-
- Identification of key participants (Program Manager personnel, consultants, Owner personnel, contractors)
3. Collection and review of baseline information as follows:
- All engineering design contracts and all construction contracts
 - City Standard Specifications and City Standard Construction Contract Forms
 - Previous reports presented to the Special Sales Tax Commission
 - Last 12 months minutes of Special Sales Tax Commission meetings
 - Last 12 months minutes of CCID advisory board meetings
 - List of current and planned Special Tax Commission Funding projects with related description, schedule and budget, and available Special Tax Commission plans
 - CCID Capital Projects Plans
 - Any available lists of projects or plans of all drainage, road improvement, street resurfacing, bridge, and traffic signal improvement current and proposed projects with project description, schedule and budget
 - Listing of identified roadway and drainage projects under the \$30 million bond program with related project description, budget and schedule
 - Provide the last 4 quarters JXN Water Quarterly Financial Report
 - Drinking Water Act Complaint, Interim Stipulated Order from the Drinking Water Act case, and any subsequent orders, and the Clean Water Act Stipulated Order entered in the Clean Water Act Consent Decree case.
 - Provide the revenue sources and annual amounts they contribute to the operation of PWD and its divisions for the past three years. This will include the general fund commitments, the one percent sales tax infrastructure revenue, and the internet sales tax revenue. Any other sources of revenue not included above that are or can be used to fund the PWD should also be identified and provided.
 - A description of other funding streams available to the PWD department for their operating budget and capital improvement projects. This includes state and federal grants and loans. These descriptions need to include the total originally available, the amount spent against the funds, and the remaining funds available.
 - Provide the last three years of the City's PWD and associated Divisions' operations and maintenance budgets with budgeted versus actual expenditure for the line items traditionally included. Also include the proposed next year operating budget.
 - Current and proposed road resurfacing budget and available funds for this program
 - Budget breakdown of the IMT bond funds and eligible funds under the Bond Program
 - Other items, identified by Program Manager during the contract period that is needed for the Program Manager to Perform the contracted services
4. Representation of City
- Attend and participate in meetings of the Capitol Complex Improvement District (CCID) Advisory Board
 - Attend meetings of the Special Sales Tax Commission
 - Prepare, with assistance from City Chief Administrative Officer and staff, the City's monthly presentation to the Special Sales Tax Commission
 - Present the City's monthly presentation and respond to questions from commissioners regarding the presentation
 - Respond to general questions from the Commission
 - Meet with Commissioners informally as needed
5. Review new engineering contracts
- Review proposed scopes of work for design projects to ensure that all necessary work is included
 - Review the proposed compensation of engineer
 - Review level of minority subconsultant participation where subconsultant participation is feasible

-
6. Assist with capital project planning
 - Assist in identifying and prioritizing resurfacing and road reconstruction projects
 - In the event of a call for projects by the MPO, assist in identifying projects and applying for funding
 - Assist in identifying projects that could be funded using the Special Sales Tax funds and obtaining project funding from the Commission
 - Assist in identifying and prioritizing signal projects and possible sources of funding
 - Assist in identifying and prioritizing bridge projects
 - Coordinate with the County Engineer on bridge inspections
 - Assist in pursuing Hinds County LSABP Funding for eligible project
 - Assist in identifying State Aid Funding for bridge projects
 - Assist in obtaining Special Sales Tax Funding for bridge projects
 - Assist in identifying and prioritizing drainage projects (Excluding IMT Bond Projects)
 - Coordinate with the Hinds County Watersheds Plans being conducted by Waggoner Engineering
 - Assist in obtaining funding for drainage projects in the City of Jackson through available federal funding
 7. Engineering Design Contract Management
 - For all design contracts
 - Review progress
 - Review invoices
 - Review plans
 - Generally, participate in management of design process, including participation in desk reviews and field reviews with outside agencies
 - Approve final plans ready for construction
 - Supervise contract with IMS Engineering for design of projects to be paid using IMT Bond funds, including coordinate of drainage projects with federal funding available
 8. Coordinate with Design Engineer during construction phase of project to respond to any issues that may arise and provide recommendations to the City
 9. Review Change Order Requests from contractors
 10. Monitor Design Engineer's closeout of FHWA and MDOT projects to ensure all steps are completed timely
 11. Subdivision Plat review and stamping of plat as City Engineer
 12. Respond to queries from the Infrastructure Management Division for engineering assistance with respect to repairs and proposed in-house work
 13. Provide engineering oversight of emergency repair projects
 14. Provide opinions to Site Plan Review Committee for proposed construction, where requested
 15. Attend meetings, including City Council meetings and meetings with outside agencies and entities, as requested
 16. Communicate with JXN Water as needed to address coordination of projects
 17. Assist in the review of Quarterly Financial Reports required from the Interim Third-Party Manager under the Safe Drinking Water Act complaint and the Interim Stipulated Order and the Clean Water Act Consent Decree Stipulated Order

18. Coordination with the City Office of Communications by providing information to the Office for distribution to the public (Program Manager is not expected to perform public relations and communications functions on behalf of the City); and

WHEREAS, Al-Turk Planning & Development, LLC proposes to provide these program management services and engineering services to the City for a lump sum amount not to exceed \$700,000.00 to be paid in twelve (12) equal monthly installments; and

WHEREAS, Al-Turk Planning & Development, LLC will also provide the following services as additional services to be performed upon the issuance of a lump sum task order by the Department of Public Works:

1. Assistance with projects that primarily involve architectural design professionals
2. Assistance with projects or issues that primarily involve mechanical engineering design professionals
3. Assistance with projects or issues that primarily involve structural engineering design professionals
4. Technical review of any priority projects identified in the Drinking Water Act Complaint Interim Stipulated Order and any subsequent orders, or the Clean Water Act Stipulated Order entered in the Clean Water Act Consent Decree case.
5. Provide other engineering services or services related to engineering services, including, but not limited to, specialized testing, environmental review, environmental assessment, and construction inspection and engineering, as agreed to between the Owner and the Program Manager
6. Update City of Jackson Standard Specifications and Standard Construction Contract Forms
7. Perform Smart Assessment and Prioritization of Roadway Assets utilizing Road Triage system (An innovative Artificial Intelligence driven roadway assessment tool that provides accurate, cost effective, and user-friendly road condition data)
8. Efficiency & Effectiveness (E&E) evaluation of the city's Public Works Department operations to identify challenges, and recommend improvements to its operations to increase the performance of the PWD quickly and significantly including, but not limited to, staffing efficiency and shortages, processes, procedures, prioritization, etc.
9. When appropriate and needed, assist city in recruiting and selecting City Engineer and Public Works Director

WHEREAS, the not to exceed amount for any additional services is \$52,000.00, unless increased by amendment approved by the governing authorities; and

WHEREAS, Al-Turk Planning & Development, LLC agrees to provide the following insurance coverage for the services performed under this Agreement:

- | | |
|--|--------------|
| 1. Workers' Compensation: | Statutory |
| 2. Employer's Liability -- | |
| a) Bodily injury, each accident: | \$1,000,000 |
| b) Bodily injury by disease, each employee: | \$1,000,000 |
| c) Bodily injury/disease, aggregate: | \$1,000,000 |
| 3. General Liability -- | |
| a) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| b) General Aggregate: | \$1,000,000 |
| 4. Automobile Liability -- | |
| Combined Single Limit (Bodily Injury and Property Damage): | \$1,000,000; |
| and | |

WHEREAS, the term of this agreement is proposed to be twelve months from the effective date unless extended for an additional period of time upon the mutual agreement of the parties; and

WHEREAS, the Department of Public Works recommends the Agreement with Al-Turk Planning & Development, LLC.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Program Management Agreement with Al-Turk Planning & Development, LLC, using the Engineering Joint Contract Documents Committee E-582 Form, Agreement between Owner and Program Manager and applicable form exhibits, to provide project oversight, various other services, and general engineering services for an amount not to exceed \$700,000.00 for basic services to be paid in twelve (12) equal, monthly installments and for a not to exceed amount of \$52,000.00 for additional services that will be paid as one or more lump sum task orders issued by the Department of Public Works.

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

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

The following individuals provided public comments during the meeting:

- **Mary Jackson** expressed concerns regarding Agenda Item No. 42.
- **Calvin Smiley** expressed concerns regarding speed bumps in his neighborhood.
- **Maarib Abdul- Tawwab** and **Elizabeth Stallworth** expressed concerns regarding Youth Council for the City of Jackson.
- **Felicia McClinton** expressed concerns regarding the upkeep of cemeteries, a right-of-way (Valley Street and Hair Street.

ORDER ACCEPTING PAYMENT OF \$2,442.70 FROM STATE AUTO INSURANCE COMPANIES ON BEHALF OF THEIR INSURED BARRY LANDSCAPE, INC AS A VEHICLE DAMAGE SETTLEMENT. (D. MARTIN, LUMUMBA)

IT IS HEREBY ORDERED by the City Council for the City of Jackson, Mississippi, that the City Attorney or designee, be authorized to execute all necessary documents and accept payment in the amount of \$2,442.70 as a vehicle property damage by Risk Management for damages sustained to City of Jackson vehicle PT-833 on February 20, 2024.

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

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

APPROVAL OF THE JULY 2, 2024 REGULAR CITY COUNCIL MEETING MINUTES.

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

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

APPROVAL OF THE JULY 15, 2024 REGULAR ZONING MINUTES.

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

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

ORDER APPROVING CLAIMS NUMBER 30525 to 30570 APPEARING AT PAGES 200 TO 249 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$4,096,949.86 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 30525 to 30570 appearing at pages 200 to 249, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$4,096,949.86 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	1,905,246.95
TECHNOLOGY FUND	164,069.68
PARKS & RECR. FUND	79,053.42
LANDFILL/SANITATION FUND	189,160.05
STATE TORT CLAIMS FUND	50.00
EMPLOYEES GROUP INSURANCE FUND	203,271.60
HOUSING COMM DEV ACT (CDBG) FD	21,278.24
HOME PROGRAM FUND	25,288.35
H O P W A GRANT – DEPT. OF HUD	61,569.52
1% INFRASTRUCTURE TAX	150,131.47
TRANSPORTATION FUND	243,153.32
JXN CONVENTION & VISITORS BUR	301,481.46
CONVEN REFUNDING SERIES 2013A	1,650.00
MHC BLIGHT ELIMINATION PROGRAM	15,435.00
MODERNIZATION TAX	183,057.53
2021 G.O. REFUNDING BOND	400.00
2020 SAKI GRANT DOJ	61,750.00
ZOOLOGICAL PARK	8,937.98
AMERICAN RESCUE PLAN ACT 2021	153,132.28
DFA-PLANETARIUM	328,833.01
TOTAL	<u>\$4,096,949.86</u>

Vice President Grizzell moved adoption; **President Lindsay** seconded.

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

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

Yeas – Banks, Grizzell, Lee and Lindsay.

Nays – Foote, Hartley and Stokes.

Absent – None.

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 30525 TO 30570 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JULY 30, 2024 10:00 A.M.**

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IT IS HEREBY ORDERED that payroll deduction claims numbered 30525 to 30570 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$92,721.09 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND	TO PAYROLL FUND
GENERAL FUND		2,729,969.69
PARKS & RECR FUND		87,309.68
LANDFILL FUND		20,483.69
SENIOR AIDES		3,421.97
WATER/SEWER OPER & MAINT		60,502.48
PAYROLL	\$92,721.09	
HOUSING COMM DEV		5,125.23
TITLE III AGING PROGRAMS		5,930.76
TRANSPORTATION FUND		16,201.22
PEG ACCESS-PROGRAMMING FUND		5,461.22
2020 SAKI GRAND DOJ		7,405.71
ZOOLOGICAL PARK		31,559.06
NLC-MUNICIPAL REIMAGINING COMM		7,745.57
TOTAL		\$2,981,116.28

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

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

Nays – None.

Absent – None.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH VANESSA MORALES BARRY SPANISH INTERPRETATION SERVICES TO PROVIDE SAID SERVICES TO SPANISH SPEAKING INDIVIDUALS IN THE CITY OF JACKSON MUNICIPAL COURT.

WHEREAS, the City of Jackson Municipal Court occasionally has Spanish speaking defendants that are jailed for various alleged offenses who require the services of a Spanish Interpreter during court proceedings; and

WHEREAS, it is considered both necessary and expedient that, within the course of adjudication, such defendants be afforded all rights and privileges of a speedy trial without infringement; and

WHEREAS, Vanessa Morales Barry Spanish Interpretation Services (VMBSIS) provided a professional services agreement to the Municipal Court detailing her services and her fees; and

WHEREAS, the term of said professional services agreement shall be for a period of four (4) years from the date of execution, unless terminated by either party giving the other party thirty (30) day prior written notice, and

WHEREAS, VMBSIS will be compensated at a rate of Seventy-Five dollars (\$75.00) per hour, plus mileage, for services rendered during the term of the Agreement; and

WHEREAS, VMBSIS agrees to indemnify and hold harmless the City, its officers, agents, and employees from all suits, claims, actions, or damages of any nature whatsoever resulting from

the negligence of VMBSIS in performance of the services outlined in its professional services agreement; and

WHEREAS, it is in the best interests of the City that the Mayor be authorized to execute the above-described professional Spanish interpretation services agreement so that Spanish speaking criminal defendants can adequately communicate with the judge, with their attorney, etc., and so that said Spanish speaking criminal defendants' constitutional rights are protected.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Spanish Interpreter Services Agreement with VMBSIS for the provisions of said services to Spanish speaking individuals in the City of Jackson Municipal Court for a period of four (4) years from the date of execution at a rate of Seventy-Five dollars (\$75.00) per hour, plus mileage; 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.

Vice President Grizzell moved adoption; **President Lindsay** seconded.

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

Nays – None.

Absent – Lee.

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There came on for consideration, Agenda Item No. 9:

ORDER AUTHORIZING PAYMENT TO THE GREATER JACKSON CHAMBER PARTNERSHIP FOR THE MEMBERSHIP DUES FOR THE CITY OF JACKSON, MS. Said item was pulled by the Administration.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO ECIVIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT WITH THE CITY OF JACKSON IN SUPPORT OF THE GRANTS MANAGEMENT SOFTWARE.

WHEREAS, on May 23, 2023, the Jackson City Council authorized the Mayor to execute an agreement with eCivis, Inc. for services related to the implementation of a grants network system and subscription to the cloud-hosted SaaS grants management platform; and

WHEREAS, the City received notice that Carahsoft is now the master government aggregator for eCivis; therefore, eCivis, Inc. and Carahsoft Technology Corporation are parties to the agreement approved by the governing authority for the city of Jackson on May 23, 2023; and

WHEREAS, eCivis, Inc. and Carahsoft Technology Corporation propose that the city of Jackson execute the First Amendment to eCivis Master Subscription and Service Agreement (Contract No. 38770841) to acknowledge, utilizing OMNIA Partners, Carahsoft Technology Corporation as a provider under the agreement approved by council on May 23, 2023; and

WHEREAS, the parties further agree that the products and services will remain as noted on (Contract No. 38770841), dated 7/12/2023.

IT IS HEREBY ORDERED that the Mayor is authorized to execute the First Amendment to eCivis Master Subscription and Service Agreement (Contract No. 38770841) to acknowledge, utilizing OMNIA Partners, Carahsoft Technology Corporation as a provider under the agreement approved by council on May 23, 2023.

IT IS FURTHER ORDERED that the city of Jackson is authorized to make the Year 2 payment in an amount not to exceed \$49,825.62, which was previously approved and authorized by this governing body on May 23, 2023. A copy of the statement of votes is attached and made a part of the minutes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH eCIVIS, Inc FOR SERVICES RELATED TO THE IMPLEMENTATION OF A GRANTS NETWORK SYSTEM AND SUBSCRIPTION TO THE CLOUD HOSTED SaaS GRANTS MANAGEMENT PLATFORM.

WHEREAS, in *Opinion 2016-00070* issued to P. Scott Phillips on March 25, 2016, the Mississippi Attorney General opined that the procurement of software, which is an ancillary part, additional to a main part or function of a procurement itself and is of no use without services necessary to design and implement a system for its use is not required to be bid under Section 31-7-13 of the Mississippi Code; and

WHEREAS, Carahsoft, is the master government aggregator for eCivis, Inc.; and

WHEREAS, eCivis, is a cloud-hosted commercial-off-the shelf (COTS) SaaS grants management platform and is specifically built for managing the full grants management lifecycle; and

WHEREAS, Carahsoft and eCivis, Inc. submitted a proposal to the Mayor's office for the implementation of its grants management platform and subscription for the services; and

WHEREAS, the proposal submitted to the Mayor's office included both recurring annual fees and non-recurring fees with a loyalty discount of \$5,200.00; and

WHEREAS, eCivis, Inc., is a part of GTY Technology Holdings, Inc., following acquisition on September 14, 2018; and

WHEREAS, the cloud hosting program constitutes a service and any software required or implemented is ancillary and necessary for the use of the system as designed and intended and would not be subject to the public purchasing laws as noted in the aforementioned opinion issued by the Mississippi Attorney General; and

WHEREAS, the initial cost for implementation and use of the cloud hosting program in year one is \$64,947.50; and

WHEREAS, a five (5) year term was noted on the quotation received from eCivis-Carahsoft; and

WHEREAS, the cost for the service in the second year would be \$49,825.62; and

WHEREAS, the cost for the service in third year would be \$53,313.41; and

WHEREAS, the cost for the service in year four would be \$57,045.35; and

WHEREAS, the cost for the service in the fifth and final year of the agreement would be \$61,038.52; and

WHEREAS, the total cost for implementation of the program and use of the cloud-hosted services during the five year period is \$286,170.40; and

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WHEREAS, the cost includes plan and design, configuration, readiness assessments, user training, training manuals, and virtual user training; and

WHEREAS, the best interest of the City of Jackson would be served by contracting with eCIVIS grant management platform.

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute an agreement with eCIVIS for services related to the implementation of a network system and cloud hosted SaaS Grants platform as a service.

Vice President Lee moved adoption; Council Member Hartley seconded.

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

Nays – None.

Absent – Stokes.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on May 23, 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.

Vice President Grizzell moved adoption; Council Member Hartley seconded.

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

Nays – None.

Abstention– Stokes.

Absent – Lee.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE “PROJECT TECHNICAL ASSISTANCE AGREEMENT” FOR THE CITY TO RECEIVE TECHNICAL ASSISTANCE TO SUPPORT CITY INITIATIVES TO FURTHER RACIAL

EQUALITY THROUGH THE CITY'S ROLE AS AN ISSUER OF MUNICIPAL BONDS.

WHEREAS, Third Sector New England, Inc. d/b/a TSNE ("TSNE"), at the recommendation of its fiscally sponsored organization, the Public Finance Initiative ("PFI"), has selected the City of Jackson to receive technical assistance to support the City's initiatives to further racial equality through its role as an issuer of municipal bonds (the "Project"); and

WHEREAS, the Technical Assistance will be provided from July 15, 2024 to November 15, 2024 (the "Technical Assistance Period"), in connection with the Bond Markets and Racial Equity Project that TSNE and PFI are undertaking with the support of the Robert Wood Johnson Foundation; and

WHEREAS, TSNE has engaged PFM Financial Advisors LLC ("PFMFA") and PFM Group Consulting LLC ("PFMG" and, together with PFMFA, "PFM") to provide the Technical Assistance to Issuer in carrying out the Project; and

WHEREAS, PFM will collaborate with the City to determine the specific scope and expectations regarding the Technical Assistance activities to be provided by PFM to support the City and the Project; and

WHEREAS, the goal of the Project is to develop and to implement a work plan for the City to integrate racial equity criteria into public finance decision-making to leverage bond issuance to invest in neglected and marginalized communities; and

WHEREAS, The Technical Assistance is being made available by TSNE subject to the following terms and conditions:

1. The City is a duly and validly created and existing political subdivision or instrumentality of the State of Mississippi; has the power and authority to enter into this Technical Assistance Agreement; and the official who has signed this Technical Assistance Agreement on behalf of the City is duly authorized to do so. The City is exempt from taxation under the Internal Revenue Code by virtue of its status as a state or local governmental entity;
2. The City will submit one written report to TSNE regarding the Project, developed together with PFM. The report should describe:
 - The goals set for the Project during the Technical Assistance Period; and
 - Any progress or setbacks relative to these goals;
3. The City shall not assign any rights, duties, or obligations arising under this Technical Assistance Agreement without the prior written consent of TSNE. Any attempt to assign any rights, duties, or obligations under the Technical Assistance Agreement without the written consent of TSNE is null and void;
4. The City and TSNE acknowledge and agree that all of the services granted under this Technical Assistance Agreement are solely for educational purposes and the Issuer will be under no obligation to accept any services or assistance or to implement any advice provided under this Technical Assistance Agreement, or to adopt any suggested disclosure or marketing materials on connection with the Issuer's issuance of debt obligations;
5. Title to any and all intellectual property developed by the City pursuant to the Technical Assistance shall vest in City to be used in furtherance of the City's governmental purposes. The City hereby grants to TSNE and PFI a perpetual, non-exclusive, royalty-free, irrevocable license to any intellectual property developed using the Technical Assistance except for any information or materials containing non-public and/or confidential information as determined by the City at the City's sole discretion;
6. TSNE hereby discloses to the City, on behalf of itself and PFI, that, in connection with their role in engaging PFM to provide the Technical Assistance to Issuer, neither TSNE nor PFI is serving as a municipal advisor to the City with respect to municipal financial

products or the issuance of municipal securities and neither TSNE nor PFI is subject to the fiduciary duty to municipal entities imposed on municipal advisors pursuant to the Securities Exchange Act of 1934, as amended (the “Act”);

7. Issuer and PFMFA hereby acknowledge the timely receipt of such disclosure by TSNE, on behalf of itself and PFI. Issuer further represents and confirms, and PFMFA acknowledges, that PFMFA shall serve as an independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), to the City in connection with the Project and any municipal financial products or the issuance of any municipal securities related thereto, all as outlined in this Technical Assistance Agreement, and that the City is represented by, and shall rely on the advice of, PFMFA with respect to the Project and any municipal financial products or the issuance of any municipal securities related thereto as outlined in this Technical Assistance Agreement. PFMFA also confirms that it has provided the City with the disclosure required under Rule G-42 of the Municipal Securities Rulemaking Board to perform such municipal advisor services in connection with the Project, which disclosure is attached hereto as Exhibit A, and the City hereby acknowledges receipt of such disclosure, along with applicable provisions outlining the municipal advisory relationship between PFMFA and the City as required under Rule G-42 attached hereto as Exhibit B. The City and TSNE, on behalf of itself and PFI, acknowledge and agree that PFMFA is providing municipal advisory services with respect to municipal financial products or the issuance of municipal securities in connection with the Project only as specifically limited to those activities outlined in Exhibit C to this Technical Assistance Agreement, and is not serving in the capacity of municipal advisor with respect to any other municipal financial products or the issuance of municipal securities. If the City has an engagement with another independent municipal advisor which provides municipal advisory services to the City in connection with municipal financial products or the issuance of municipal securities, the City may, in its discretion and with prior notice to TSNE, PFI and PFM, engage such municipal advisor to participate as another municipal advisor for the Project in addition to PFMFA. In the event the City chooses to engage another municipal advisor to provide municipal advisory services for the Project in addition to PFMFA, the terms of such engagement and any required disclosures associated with such engagement shall be addressed by and between the City and such other municipal advisor separate and apart from this Technical Assistance Agreement, and neither TSNE, PFI nor PFM shall have any responsibility with respect to such relationship and engagement;
8. This Technical Assistance Agreement is governed by, and is to be interpreted and enforced in accordance with, the laws of The State of Mississippi without giving effect to any choice of law or conflict of laws rules or provisions; and

WHEREAS, a copy of the Agreement, including Exhibits A through C, is attached to and incorporated into this Order.

IT IS HEREBY ORDERED that the Mayor is authorized to execute the “Project Technical Assistance Agreement,” as well as any and all additional documents which may be necessary to receive the offered Technical Assistance.

Agreement _____

PROJECT TECHNICAL ASSISTANCE AGREEMENT

Third Sector New England, Inc. d/b/a TSNE ("TSNE"), at the recommendation of its fiscally sponsored organization, the Public Finance Initiative ("PFI"), is pleased to notify City of Jackson ("Issuer"), that it has been selected to receive technical assistance (the "Technical Assistance") to support Issuer's initiatives to further racial equity through its role as an issuer of municipal bonds (the "Project"). The Technical Assistance will be provided from July 15, 2024 to November 15, 2024 (the "Technical Assistance Period"). The Technical Assistance is being provided in connection with the Bond Markets and Racial Equity Project that TSNE and PFI are undertaking with the support of the Robert Wood Johnson Foundation.

TSNE has engaged PFM Financial Advisors LLC ("PFMFA") and PFM Group Consulting LLC ("PFMG" and, together with PFMFA, "PFM") to provide the Technical Assistance to Issuer in carrying out the Project. The Issuer and PFM will collaborate to determine the specific scope and expectations regarding the Technical Assistance activities to be provided by PFM to support Issuer and the Project.

Project Description

Developing a Work Plan for the Issuer to Integrate Racial Equity Criteria into Public Finance Decision-Making, and Implementing that Scope of Work for the Project titled "Leveraging Bond Issuance to Invest in Neglected and Marginalized Communities"

Terms and Conditions

The Technical Assistance is being made available by TSNE subject to the following terms and conditions, all of which are confirmed and agreed to by Issuer:

1. Issuer is a duly and validly created and existing political subdivision or instrumentality of the State of Mississippi; Issuer has the power and authority to enter into this Technical Assistance Agreement; and the official who has signed this Technical Assistance Agreement on behalf of the Issuer is duly authorized to do so. The issuer is exempt from taxation under the Internal Revenue Code by virtue of its status as a state or local governmental entity.
2. Issuer will submit one written report to TSNE regarding the Project, developed together with PFM. The report should describe:
 - The goals set for the Project during the Technical Assistance Period; and
 - Any progress or setbacks relative to these goals.
3. Issuer shall not assign any rights, duties, or obligations arising under this Technical Assistance Agreement without the prior written consent of TSNE. Any attempt to assign any rights, duties, or obligations under the Technical Assistance Agreement without the written consent of TSNE is null and void.
4. The Issuer and TSNE acknowledge and agree that all of the services granted under this Technical Assistance Agreement are solely for educational purposes and the Issuer will be under no obligation to accept any services or assistance or to implement any advice provided under this Technical Assistance Agreement, or to adopt any suggested disclosure or marketing materials on connection with the Issuer's issuance of debt obligations.
5. Title to any and all intellectual property developed by Issuer pursuant to the Technical Assistance shall vest in Issuer to be used in furtherance of Issuer's governmental purposes. Issuer hereby grants to TSNE and PFI a perpetual, non-exclusive, royalty-free, irrevocable license to any intellectual property developed using the Technical Assistance except for any information or materials containing non-public and/or confidential information as determined by the Issuer at the Issuer's sole discretion.
6. TSNE hereby discloses to Issuer, on behalf of itself and PFI, that, in connection with their role in engaging PFM to provide the Technical Assistance to Issuer, neither TSNE nor PFI is serving as a municipal advisor to the Issuer with respect to municipal financial products or the issuance of municipal securities and neither TSNE nor PFI is subject to the fiduciary duty to municipal entities imposed on municipal advisors pursuant to the Securities Exchange Act of 1934, as amended (the "Act").
7. Issuer and PFMFA hereby acknowledge the timely receipt of such disclosure by TSNE, on behalf of itself and PFI. Issuer further represents and confirms, and PFMFA acknowledges, that PFMFA shall serve as an independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), to Issuer in connection with the Project and any municipal financial products or the issuance of any municipal securities related thereto, all as outlined in this Technical Assistance Agreement, and that Issuer is represented by, and shall rely on the advice of, PFMFA with respect to the Project and any municipal financial products or the issuance of any municipal securities related thereto as outlined in this Technical Assistance Agreement. PFMFA also confirms that it has provided Issuer with the disclosure required under Rule G-42 of the Municipal Securities Rulemaking Board to perform such municipal advisor services in connection with the Project, which disclosure is attached hereto as Exhibit A, and Issuer hereby acknowledges receipt of such disclosure, along with applicable provisions outlining the municipal advisory relationship between PFMFA and Issuer as required under Rule G-42 attached hereto as Exhibit B. Issuer and TSNE, on behalf of itself and PFI, acknowledge and agree that PFMFA is providing municipal advisory services with respect to municipal financial products or the issuance of municipal securities in connection with the Project only as specifically limited to those activities outlined in Exhibit C to this Technical Assistance Agreement, and is not serving in the capacity of municipal advisor with respect to any other municipal financial products or the issuance of municipal securities. If Issuer has an engagement with another independent municipal advisor which provides municipal advisory services to Issuer in connection with municipal financial products or the issuance of municipal securities, Issuer may, in its discretion and with prior notice to TSNE, PFI and PFM, engage such municipal advisor to participate as another municipal advisor for the Project in addition to PFMFA. In the event Issuer chooses to engage another municipal advisor to provide municipal advisory services for the Project in addition to PFMFA, the terms of such engagement and any required disclosures associated with such engagement shall be addressed by and between Issuer and such other municipal advisor separate and apart from this Technical Assistance Agreement, and neither TSNE, PFI nor PFM shall have any responsibility with respect to such relationship and engagement.

8. This Technical Assistance Agreement is governed by, and is to be interpreted and enforced in accordance with, the laws of The State of Mississippi without giving effect to any choice of law or conflict of laws rules or provisions.

Upon receipt of a fully executed copy of this Technical Assistance Agreement, TSNE shall make available the Technical Assistance to Issuer in accordance with the terms of this Technical Assistance Agreement.

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IN WITNESS WHEREOF, TSNE and Issuer have signed and sworn to this Technical Assistance Agreement, effective as of July 15, 2024.

**THIRD SECTOR NEW ENGLAND, INC. D/B/A
TSNE**

By: _____
[Name]
[Title]

City of Jackson, as Issuer

By: _____
Chokwe Antar Lumumba
Mayor

IN WITNESS WHEREOF, PFM hereby acknowledges its commitment to provide the Technical Assistance to Issuer to support the Project as described in this Technical Assistance Agreement, effective as of July 15, 2024.

PFM FINANCIAL ADVISORS LLC

By: _____
Chuck Matthews
Managing Director

PFM GROUP CONSULTING LLC

By: _____
Matthew Stitt
Managing Director

IN WITNESS WHEREOF, PFMFA hereby acknowledges that it shall serve as an independent registered municipal advisor to Issuer in connection with the Project as described in paragraph 6 and Exhibit A of this Technical Assistance Agreement, effective as of July 15, 2024.

PFM FINANCIAL ADVISORS LLC

By: _____
Chuck Matthews
Managing Director

EXHIBIT A

MSRB Rule G-42 Disclosure

To our knowledge, following reasonable inquiry, we make the additional disclosure(s) of actual or potential conflicts of interest cited below in connection with the municipal advisory services currently being contemplated for client.

PFMFA is engaged by Third Sector New England, Inc., on behalf of itself and its fiscally sponsored organization Public Finance Initiative (“PFI”), to provide planning, strategic advice, policy development, technical assistance and other services related to the Bond Markets and Racial Equity Project (the “Project”). PFMFA is engaged by PFI to provide financial advisory services in connection with the Project to The City of Chicago (the “Issuer”) pursuant to this Project Technical Assistance Agreement. This situation may present a potential conflict of interest if our duty owed to PFI and our duty owed to the Issuer represent competing interests. Accordingly, we mitigate this conflict of interest by disclosing it to each of PFI and the Issuer and requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client’s needs, objectives and financial circumstances.

EXHIBIT B

MSRB Rule G-42 Municipal Advisory Relationship Required Provisions

Registered Municipal Advisor: PFM Financial Advisors LLC (“PFMFA”) is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2.

The current term of PFMFA’s agreement with TSNE is through December 31, 2024 and may not be amended or modified except in writing signed by both parties.

Compensation: In addition to providing the Technical Assistance, under separate agreement, TSNE has engaged and will compensate PFMFA for services provided to Issuer related to the Project.

EXHIBIT C

PFM Scope of Work

- Participate in, and attend upon request, working sessions with PFI and other Project team members.
- Provide technical assistance to the Issuers participating in the Municipal Bond Markets & Racial Equity Project Program. Such technical assistance will be agreed upon by PFM, PFI and the issuers will include developing a targeted scope of work to carry out the Issuer’s goals, and may include any of the following:
 - Assist the issuer(s), along with the issuer’s bond counsel, in developing new or enhancing existing primary and secondary market disclosure related to racial equity. This work could include, but is not limited to, the incorporation of the output of the various tools associated with the Framework.
 - Assist the issuer(s) in utilizing the metrics library (as referenced in the Framework), including evaluating appropriate metrics, assisting with calculations, and advising regarding reporting on metrics.
 - Assist the issuer(s), in analyzing potential racial equity risk factors and potential impact factors associated with bond financed project(s) and/or across the issuer as a whole. Advise the issuer(s) regarding the communication of risk and/or impact factors to key stakeholders, such as investors.
 - Other mutually agreed upon services, upon request.
- Document and report on findings and lessons learned from pilot cohort to better inform any revisions to the Framework. Conduct continuing and evolving promising practices research to continue to enhance technical assistance and cohort offerings.
- Upon request and agreement of PFM regarding availability and content, assist in meetings, webinars, conferences and other opportunities to provide broad market education regarding the Framework.

Council Member Banks moved adoption; Vice President Grizzell seconded.

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

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

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

Absent – Lee.*****

ORDER AUTHORIZING THE CITY OF JACKSON TO PAY ARMSTRONG TRANSFER & STORAGE CO. TO RELOCATE JACKSON POLICE DEPARTMENT PRECINCT FOUR FROM 5080 PARKWAY DRIVE, JACKSON MS, 39211.

WHEREAS, The City of Jackson Police Department Police Precinct Four is currently located at 5080 Parkway Drive, Jackson, MS, 39211; and

WHEREAS, On February 27, 2024, The Jackson City Council approved the termination of the lease and the payment of the lease termination fee of \$2,000.00 at 5080 Parkway Drive, Jackson, MS 39211; and

WHEREAS, Termination of the lease requires that the location at 5080 Parkway Drive, Jackson, MS, 39211 be vacated by August 31, 2024; and

WHEREAS, The Jackson Police Department Precinct Four is seeking to relocate to 5469 Interstate 55 North Frontage Road, Jackson, MS 39206; and

WHEREAS, Armstrong Transfer & Storage Co. submitted a quote to provide relocation services for The City of Jackson Police Department Precinct Four in the amount of \$7,550.00; and

WHEREAS, The City of Jackson Police Department desires to accept this quote from Armstrong Transfer & Storage Co. for relocation services of Precinct Four in the amount of \$7,550.00.

IT IS HEREBY ORDERED that the quote provided by Armstrong Transfer & Storage Co. in the amount not to exceed \$7,550.00 to provide relocation services for The City of Jackson Police Department Precinct Four from 5080 Parkway Drive, Jackson, MS be accepted.

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

President Lindsay recognized **Chief Joseph Wade, Jackson Police Department**, who provided a brief overview of said item.

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

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

* * * * *

ORDER APPROVING PROFESSIONAL GYMNASIUM FLOOR MAINTENANCE SERVICES AND AUTHORIZING PAYMENT TO SPORTS FLOORS, INC., FOR PROVIDING SAID SERVICES AT KURTS GYMNASIUM AND WESTSIDE GYMNASIUM.

WHEREAS, Sports Floors, Inc., an active vendor with the City (vendor #73507), provided quotes for the provision of gymnasium floor maintenance services for gymnasium floors located at Kurts Gymnasium and Westside Gymnasium; and

WHEREAS, the quote prepared for Kurts Gymnasium encompasses the following maintenance services that will be performed once per year for the next three (3) years for a yearly price of Two Thousand Three Hundred Eighteen Dollars and Five Cents (\$2,318.05): screen and recoat the five thousand five hundred and twenty (5,520) square foot gymnasium floor; tack the floor clean; and apply one (1) coat of MFMA approved oil-based gym finish; and

WHEREAS, the terms of payment for the above-described professional services to be performed at Kurts Gymnasium are as follows: Sports Floors will submit invoices for payment showing the percentage of completion of various portions of the work as broken down by Sports Floors and presented to the City. Most Projects will be invoiced incrementally (60%, 35%, & 5%) with smaller Projects having one initial total invoice. The City will pay Sports Floors upon receipt of the invoice. Some Projects may require the issuance of payment to multiple vendors, but at no point will the total of these payments exceed the Contract amount, nor will they decrease the Contract amount; and

WHEREAS, the quote prepared for Westside Gymnasium encompasses the following: exploratory demolition; remove a 10' x 10' area below the west basketball hoop to the west wall; and remove the floor system in this area until the subfloor is determined dry, assisting Sports Floors in determining what was damaged and what needs to be replaced due to water damage for a total price of One Thousand Six Hundred Seventy-One Dollars and Sixty-Seven Cents (\$1,671.67); and

WHEREAS, the terms of payment for the above-described professional services to be performed at Westside Gymnasium are as follows: Sports Floors will submit invoices for payment showing the percentage of completion of various portions of the work as broken down by Sports Floors and presented to the City. Most Projects will be invoiced incrementally (60%, 35%, & 5%) with smaller Projects having one initial total invoice. The City will pay Sports Floors upon receipt of the invoice. Some Projects may require the issuance of payment to multiple vendors, but at no point will the total of these payments exceed the Contract amount, nor will they decrease the Contract amount; and

WHEREAS, the Parks and Recreation Department seeks approval of Sports Floors' proposed professional services detailed in the two quotes discussed above and requests permission to make payments to Sports Floors pursuant to the terms of the quotes for maintenance services for Kurts Gymnasium and for the exploratory demolition to be performed at the Westside Gymnasium to be paid from account number 005.501.26-6419; and

WHEREAS, it is in the best interests of the City that Sports Floors’ professional gymnasium maintenance quotes discussed above be accepted so that the City can ensure the safety and long-term use of the Kurts and Westside Gymnasiums gym floors.

IT IS, THEREFORE, ORDERED that the above-described quotes provided by Sports Floors are approved and payment for the provision of said services is authorized pursuant to the terms of the quotes.

IT IS FURTHER ORDERED that payment for these services shall be made to Sports Floors from account number 005.501.26-6419 and shall be promptly paid to Sports Floors upon the City’s receipt of invoices that comply with the terms of Sports Floors’ quotes.

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

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

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

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

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

Nays – None.

Absent – Lee.

ORDER RATIFYING PREVIOUSLY PERFORMED PROFESSIONAL WEBSITE SERVICES AND AUTHORIZING PAYMENT TO ALTER ECO DESIGNS & CONSULTING, LLC, (ALTER ECO) FOR SERVICES PERFORMED FOR THE JACKSON ZOO AND APPROVING FUTURE PROFESSIONAL WEBSITE SERVICES AND AUTHORIZING PAYMENTS TO ALTER ECO IN AN AMOUNT NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00).

WHEREAS, the Jackson Zoo uses its website to attract patrons, to inform the public of upcoming events, and to advertise its various attractions; and

WHEREAS, the Jackson Zoo has utilized the services of Alter Eco to design, maintain, and update the Jackson Zoo’s website. Alter Eco ensures that the website is properly hosted and is accessible to the public and maintains email services for the Zoo’s website. Further, Alter Eco provides website training for City employees who interact with the website and its services; and

WHEREAS, Alter Eco is an active vendor (vendor number 73426) with the City of Jackson. Alter Eco was created as a limited liability company, pursuant to the laws of the state of Mississippi, on March 5, 2019, and is currently in good standing with the Mississippi Secretary of State’s Office; and

WHEREAS, Alter Eco provided an invoice for its previously rendered professional services totaling Two Hundred Nine Dollars and Forty-Eight Cents (\$209.48). Said services included: site ground hosting renewal, website training, maintenance, and business email; and

WHEREAS, the Parks and Recreation Department foresees that it will require Alter Eco’s future professional website services to ensure that the Jackson Zoo’s website is properly maintained and accessible to the public. As such, the Parks and Recreation Department requests approval of Alter Eco’s future professional website services in an amount not to exceed Two Thousand Dollars (\$2,000.00); and

WHEREAS, it is in the best interests of the City that Alter Eco’s above-described previously performed website services be ratified and payment for said services be approved and promptly made and that Alter Eco’s future website services be approved.

IT IS, THEREFORE, ORDERED that Alter Eco’s previously performed website services are ratified and that payment in the amount of Two Hundred Nine Dollars and Forty-Eight Cents (\$209.48) shall be made to Alter Eco from account number 390.498.00-6419.

IT IS FURTHER ORDERED that Alter Eco’s future professional website services, in an amount not to exceed Two Thousand Dollars (\$2,000.00), is approved and payment for said services, from account number 390.498.00-6419, shall be made upon the City’s receipt of detailed invoices explaining what website services were performed and the cost for each such service.

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

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

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

Nays – None.

Absent – Lee

ORDER REQUESTING RATIFICATION OF KEELING COMPANY’S PREVIOUSLY PROVIDED GOLF COURSE IRRIGATION REPAIR AND UPGRADE SERVICES PERFORMED AT THE PETE BROWN GOLF COURSE AND APPROVING PAYMENT FOR SAME IN THE AMOUNT OF ONE THOUSAND SIX HUNDRED AND EIGHTY DOLLARS (\$1,680.00).

WHEREAS, Keeling Company (Keeling) is an active vendor (vendor number 46163) with the City. On July 28, 2023, Keeling provided extensive professional repair and upgrade services to the irrigation system at the Pete Brown Golf Course. Keeling excavated over two hundred (200) irrigation heads and upgraded them with new integrated control modules; upgraded forty (40) valve stations; installed twenty-five (25) surge protectors; and upgraded the irrigation system’s computer/control panel; and

WHEREAS, Keeling’s services were needed to help modernize the golf course’s irrigation system, to make various repairs to the system, and to improve the automation of the irrigation system; and

WHEREAS, Keeling provided an invoice (invoice number S4274240.002) to the City totaling One Thousand Six Hundred and Eighty Dollars (\$1,680.00) for the above-described services and upgrades; and

WHEREAS, it is in the best interests of the City that Keeling’s above-described previously performed repair and upgrade services be ratified and that payment be approved and promptly made to Keeling.

IT IS, THEREFORE, ORDERED that Keeling’s above-described previously performed repair and upgrade services are ratified and that payment in the amount of One Thousand Six Hundred and Eighty Dollars (\$1,680.00) shall be promptly made for same to Keeling from account number 005-504.30-6419.

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

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

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

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

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

Nays – None.

Absent – Lee.

* * * * *

ORDER AUTHORIZING RATIFICATION AND PAYMENT TO FISHER FIRE EXTINGUISHER SERVICE, INC., FOR PROVIDING PROFESSIONAL FIRE EXTINGUISHER AND FIRE SUPPRESSION SYSTEM INSPECTION SERVICES AT SMITH-WILLS PARK; APPROVING PAYMENT TO FISHER FIRE EXTINGUISHER SERVICE FOR THE PURCHASE OF TWO (2) FIRE EXTINGUISHERS; AND AUTHORIZING FUTURE PROFESSIONAL FIRE EXTINGUISHER AND FIRE SUPPRESSION SYSTEM INSPECTION SERVICES IN AN AMOUNT NOT TO EXCEED ONE THOUSAND DOLLARS (\$1,000.00).

WHEREAS, the Parks and Recreation Department oversees Smith-Wills Stadium. There are several fire extinguishers and a fire suppression system located in the Stadium. The fire extinguishers and fire suppression system require yearly inspections by a properly qualified vendor; and

WHEREAS, Fisher Fire Extinguisher Service, Inc., (Fisher) is an active vendor with the City (vendor number 6442). Fisher has performed fire extinguisher and fire suppression system inspections at several locations overseen by the Parks and Recreation Department in the past; and

WHEREAS, on June 28, 2024, Fisher performed the required inspections at Smith-Wills and provided an invoice to the City (invoice number 5092) totaling Four Hundred Forty-Four Dollars and Fifty Cents (\$444.50). The invoice covers the inspections and the purchase of two (2) fire extinguishers that were required due to the results of the inspections; and

WHEREAS, Fisher’s professional inspection services and their supplying of the two (2) new fire extinguishers were verified by Programming Manager Lisa Wilson; and

WHEREAS, the Parks and Recreation Department has other facilities that need fire extinguisher and fire suppression system inspection services and requests approval for such future inspections, to be provided by Fisher, in an amount not to exceed One Thousand Dollars (\$1,000.00); and

WHEREAS, it is in the best interests of the City that Fisher’s past professional inspection services and its provision of the two (2) new fire extinguishers be ratified and that payment for same be approved and promptly made to Fisher and that Fisher’s future inspection services, in an amount not to exceed One Thousand Dollars (\$1,000.00), be approved and payment promptly made to Fisher after the City receives detailed invoices showing what inspection services were performed, the cost for such services, and the purchase price of any fire extinguishers and/or other fire suppression systems that may be required as a result of said inspection.

IT IS, THEREFORE, ORDERED that Fisher’s above-described previously performed inspection services and its provision of two (2) new fire extinguishers are ratified and that payment in the amount of Four Hundred Forty-Four Dollars and Fifty Cents (\$444.50) is approved and shall be promptly made to Fisher from account number 005.501.26-6419.

IT IS FURTHER ORDERED that Fisher’s future inspection services, in an amount not to exceed One Thousand Dollars (\$1,000.00), is approved and that payment for said services shall be promptly made to Fisher, from account number 005.501.26-6419, after the City receives detailed invoices showing what inspection services were performed, the cost for such services, and the purchase price of any fire extinguishers and/or other fire suppression systems that may be required as a result of said inspection.

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

Vice President Grizzell moved adoption; Council Member Hartley seconded.

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

ORDER RATIFYING PLUMBING REPAIR SERVICES PERFORMED BY UNITED PLUMBING & HEATING COMPANY, INC., AT THE CITY’S VINE STREET SWIMMING POOL AND APPROVING PAYMENT FOR SAME.

WHEREAS, the City of Jackson owns and operates a swimming pool located at 318 Vine Street, Jackson, Mississippi; and

WHEREAS, United Plumbing and Heating Company, Inc., (United Plumbing) is a Mississippi for-profit corporation created pursuant to the Laws of the State of Mississippi on October 19, 1973, and is currently in good standing with the Mississippi Secretary of State. United Plumbing is an active vendor with the City (vendor number 69412); and

WHEREAS, on May 1, 2024, United Plumbing provided needed plumbing repair services to broken urinals located in the men’s restroom at the Vine Street swimming pool. United Plumbing submitted invoice number E015597-1 to the Parks and Recreation Department for the above-described repair services totaling Nine Hundred and Forty-Eight Dollars (\$948.00). The invoice included the purchase of two (2) flush valve urinal flange kits and the labor for the installation of the kits. The Parks and Recreation Department has verified that the repairs were successfully completed. The Parks and Recreation Department is seeking ratification of United Plumbing’s repair services and approval to pay for said services; and

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

IT IS, THEREFORE, ORDERED that United Plumbing’s professional plumbing services described in this Order and detailed in its submitted invoice (E015597-1) is ratified and that payment in the total amount of Nine Hundred and Forty-Eight Dollars (\$948.00) is approved and shall be made to United Plumbing.

IT IS FURTHER ORDERED that payment to United Plumbing shall be made in the manner described below:

1. Payment in the amount of Three Hundred Dollars (\$300.00) from account number 005.501.80-6317.
2. Payment in the amount of Six Hundred Forty-Eight Dollars (\$648.00) from account number 005-501.80-6419.

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

Vice President Grizzell moved adoption; President Lindsay seconded.

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

ORDER RATIFYING VETERINARY SERVICES PERFORMED BY ALL ABOUT ANIMALS, INC., AT THE JACKSON ZOO AND APPROVING SAID COMPANY’S PROVISION OF FUTURE VETERINARY SERVICES TO BE PERFORMED AT THE JACKSON ZOO FOR THE MONTHS OF AUGUST AND SEPTEMBER 2024.

WHEREAS, All About Animals (AAA) is a for-profit corporation, currently in Good Standing with the Mississippi Secretary of State, created pursuant to the Laws of the State of Mississippi on October 14, 2009. AAA is an active vendor with the City (vendor number 73555); and

WHEREAS, AAA is a veterinary clinic owned and operated by licensed veterinarians Drs. Michael and Rebecca Holifield, who practice veterinary care and medicine in the State of Mississippi; and

WHEREAS, the City Council previously approved an order authorizing the Mayor to execute a professional services agreement with AAA whereby AAA, for the monthly fee of Two Thousand Seven Hundred Dollars (\$2,700.00), agreed to provide its veterinary services to animals located at the Jackson Zoo. Said agreement was executed by the Mayor on March 13, 2023, and expired on March 13, 2024. The Parks and Recreation Department, who oversees and operates the Jackson Zoo, plans on procuring a professional services veterinary agreement for animals located at the Zoo that runs concurrently with the City's fiscal year; and

WHEREAS, due to the necessity of on-demand veterinary care that ensures the health and wellbeing of the animals located in the Jackson Zoo, AAA has continued to perform its veterinary services (as outlined in the expired agreement) after the conclusion of its professional services agreement but has yet to be reimbursed for said services. AAA has submitted an invoice for its previously performed veterinary services for the months of March, April, May, June, and July 2024 priced at Two Thousand Seven Hundred Dollars (\$2,700.00) per month for a total of Thirteen Thousand Five Hundred Dollars (\$13,500.00); and

WHEREAS, the Parks and Recreation Department seeks permission to ratify and approve payment to AAA for its previously performed veterinary services discussed above in the amount Thirteen Thousand Five Hundred Dollars (\$13,500.00); and

WHEREAS, AAA provided a quote to the Parks and Recreation Department for its veterinary services for the months of August and September 2024 at a price of Two Thousand Seven Hundred Dollars (\$2,700.00) per month for a total cost of Five Thousand Four Hundred Dollars (\$5,400.00). The Parks and Recreation Department seeks approval of this quote for the continued care and treatment of the animals located at the Jackson Zoo; and

WHEREAS, AAA agrees to provide the following services for the months of August and September 2024 (these are the same services that are contained in the expired professional services agreement):

1. AAA will provide veterinary care and medicine weekly and/or when necessary, to animals at the Jackson Zoological Park.
2. AAA will provide veterinary medications (that cannot be ordered by Jackson Zoological personnel within a certain timeframe) that are needed for animals at the wholesale price, which will be ordered and invoiced to the City of Jackson, Mississippi.
3. The City of Jackson will allow AAA the use of any facilities at the Jackson Zoological Park for any needed medical treatments and/or surgical operations. In addition, AAA agrees to furnish all extra help that might be needed to effectuate the medical treatment and/or surgical operations, with no additional cost to the City of Jackson, Mississippi.
4. The City of Jackson agrees to allow its employees to assist with veterinary care provided by AAA. Through this agreement, it is understood that any City employee who provides such assistance does so under the care, control, and supervision of the attending veterinarian.
5. If/when the Jackson Zoological Park does not have sufficient and/or adequate space or facilities for a particular treatment and/or surgical procedure for a zoo animal(s), AAA agrees to transport said animal(s) to their clinic and perform the necessary services, at no additional cost to the City of Jackson, Mississippi.
6. AAA agrees to furnish the highest quality of professional veterinary services in the care and treatment of the animals in the Jackson Zoological Park.
7. AAA agrees to provide weekly veterinary visits to the Jackson Zoological Park in a professional capacity. AAA agrees to review the animals in coordination with the Zoo's Animal Curator and/or the Zoo's Veterinarian Technician to determine any treatment measures that might be needed.
8. AAA agrees to provide professional support and advice to the Jackson Zoological Park. Examples of support include: animal husbandry needs,

- animal exhibit needs, animal keeper training, consultation with senior staff on animal management issues, zoonotic disease prevention, etc.
9. AAA shall provide proof of insurance (both general liability and professional liability) to the City of Jackson, Mississippi. AAA agrees to hold harmless, defend and indemnify the City from and against any claims made against the City of Jackson, Mississippi Zoological Park, which are based in whole or in part on the acts or omission of AAA.
 10. AAA is in all respects an independent entity, not being a part of the City or associated therewith, except as a party to this Agreement. No third-party beneficiary relationship shall be construed as being created by virtue of this Agreement.

WHEREAS, it is in the best interests of the City that AAA’s previously performed veterinary services be ratified and that prompt payment be made for said services as detailed in AAA’s invoice. Further, it is also in the best interests of the City, to ensure the continued health and wellbeing of the animals located at the Jackson Zoo, that AAA’s quote for the provision of its veterinary services for the months of August and September 2024 be approved and that payment be made to AAA as detailed in AAA’s quote upon the City’s receipt of invoices detailing the veterinary services that were rendered and the amount charged.

IT IS, THEREFORE, ORDERED that AAA’s previously performed veterinary services are ratified and that payment shall be made to AAA, from account number 390.498.00-6419, in the amount of Thirteen Thousand Five Hundred Dollars (\$13,500.00).

IT IS FURTHER ORDERED that AAA’s quote for the provision of its veterinary services for the months of August and September 2024 is approved and that payment, from account number 390.498.00-6419, in the amount of Two Thousand Seven Hundred Dollars (\$2,700.00) per month shall be made to AAA upon the City’s receipt of invoices detailing the veterinary services that were rendered.

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

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

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

Nays – None.

Absent – Lee

* * * * *

ORDER REQUESTING APPROVAL OF FUTURE PROFESSIONAL PAINTING SERVICES FROM AND PAYMENTS TO YOUNG’S PAINTING SERVICES, LLC, FOR THE PROVISION OF ITS PAINTING SERVICES AT THE CONCESSION STANDS LOCATED AT THE VA LEGION SOFTBALL COMPLEX AND AT VARIOUS OTHER FACILITIES OPERATED BY THE CITY’S PARKS AND RECREATION DEPARTMENT.

WHEREAS, the City of Jackson Parks and Recreation Department manages several ball fields, gymnasiums, and various other facilities that need professional painting services; and

WHEREAS, Young’s Painting Services is a limited liability company created pursuant to the laws of the State of Mississippi on March 20, 2015, and is currently in good standing with the Mississippi Secretary of State’s Office. Young’s Painting Services is an active vendor with the City – vendor number 69990. Young’s Painting Services submitted an estimate for the painting of two (2) concession stand doors located at the VA Legion Softball Complex; and

WHEREAS, said estimate totals Four Thousand Two Hundred and Fifty Dollars (\$4,250.00). Young’s Painting Services agrees to supply the necessary labor to prep and paint all trim and doors at both concession stands at the VA Legion Softball Complex; to pressure wash all areas prior to painting; and to ensure that sufficient paint has been used to effectively cover the areas that were painted; and

WHEREAS, the Parks and Recreation Department has several gymnasiums and other facilities that need painting and/or need touch-up painting. The Parks and Recreation Department would like to obtain preapproval for the use of Young's Painting Services professional painting services for an amount not to exceed Ten Thousand Dollars (\$10,000.00) for these gymnasiums and other facilities. Young's Painting Services professional services would occur in the 2024/2025 Fiscal Year and be paid from that Fiscal Year's "Other Professional Services" account/fund. Prior to beginning any painting services that are to take place in the 2024/2025 Fiscal Year, Young's Painting Services will consult with the Director of the Parks and Recreation Department, or his designee, to determine which gymnasium(s) and/or other facilities are in most need of painting services and develop a plan of action. Painting services will not begin until a written estimate is submitted to and approved by the Parks and Recreation Department and payment will not be made until the City receives a detailed invoice from Young's Painting Services; and

WHEREAS, it is in the best interests of the City that Young's Painting Services' estimate for the provision of its painting services at the VA Legion Softball Complex be approved and payment made to Young's Painting Services in an amount not to exceed Four Thousand Two Hundred and Fifty Dollars (\$4,250.00). It is also in the best interests of the City that Young's Painting Services professional painting services, that are to occur during the 2024/2025 Fiscal Year, be preapproved in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to be paid from the "Other Professional Services" account/fund.

IT IS, THEREFORE, ORDERED that Young's Painting Services' estimate for professional painting services discussed in the order above is approved and that payment shall be made to Young's Painting Services in an amount not to exceed Four Thousand Two Hundred and Fifty Dollars (\$4,250.00) from account number 005.501.26-6419.

IT IS FURTHER ORDERED that Young's Painting Services professional painting services, that will occur during the 2024/2025 Fiscal Year as discussed above, is approved in an amount not to exceed Ten Thousand Dollars (\$10,000.00). These painting services are to be paid from the 2024/2025 Fiscal Year's "Other Professional Services" account/fund. Prior to the provisioning of its professional painting services, Young's Painting Services shall consult with the Director of the Parks and Recreation Department, or his designee, and determine which gymnasium and/or other facility to paint. Young's Painting Services shall then submit a written estimate to the Parks and Recreation Department. Once the Parks and Recreation Department approves the estimate, work may begin. Payments shall only be made to Young's Painting Services upon the City's receipt of a detailed invoice.

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

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

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

Nays – None.

Abstentions – Stokes.

Absent – Lee

* * * * *

ORDER RATIFYING AND AUTHORIZING THE MAYOR TO ACCEPT PAST SERVICES PROVIDED BY THE JACKSON CONVENTION COMPLEX TO HOST THE NEIGHBORHOOD SERVICES DIVISION'S PLANNING EXPO EVENT HELD ON APRIL 27, 2024.

WHEREAS, Section 21-17-5 of the Mississippi Code vests the care, custody, and control of municipal property and affairs with the municipality; and

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes a municipality to adopt orders concerning municipal affairs, property, and finances that are not inconsistent with the Mississippi Constitution of 1980, the Mississippi Code of 1972, and any other statute or law of the State of Mississippi; and

WHEREAS, the Department of Planning and Development, through its Office of Neighborhood Services, hosted a community engagement event at the Jackson Convention

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JULY 30, 2024 10:00 A.M.**

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Complex ("JCC") to provide space for the execution of vendors and exhibitions focusing on unifying Jacksonians and our City by providing information on "Planning Past, Present, & Future" on Saturday, April 27, 2024, from 4 p.m. to 8 p.m.; and

WHEREAS, the Capital City Convention Center Commission submitted the following invoice for payment:

Number of Days	Space	Rate	Total
1	Exhibit Hall A	\$ 6,000.00	\$ 6,000.00
	Same Day Set up/Tear Down	\$ -	\$ -
	Room Rental Subtotal		\$ 6,000.00
	<i>City of Jackson Usage:</i>	\$ (6,000.00)	\$ (6,000.00)
	Subtotal With Discounts		\$ -
	Room Rental Total		\$ -
Number of Days	Audio Visual	Price Per Day	Total
	Jackson Convention Complex is pleased to offer in house audio visual services to support your event needs. At this time no audio visual services have been ordered. Please notify your facility representative for audio visual pricing and services. Hiring an outside av company will result in a 20% management fee.		
1	PA SYSTEM: SPEAKERS, MIXER, WIRELESS MIC, PODIUM MIC	\$ 4,000.00	\$ 4,000.00
	EXHIBIT HALL A: PA SYSTEM, 2 x 16' WIDE LED FLOWN	\$ -	\$ -
4	HOURS FOR TECH OPERATOR	\$ 125.00	\$ 500.00
	PROJECTOR SYSTEM	\$ -	\$ -
1	Zizzle LIFT	\$ 750.00	\$ 750.00
2	High DEF LCD Projectors	\$ 1,500.00	\$ 3,000.00
1	Electricity/Power for Vendors	\$ 1,224.00	\$ 1,224.00
	Subtotal		\$ 9,474.00
	10% Sales Tax		\$ -
	Audio Visual Total		\$ 9,474.00
Quantity	Utilities		
42	Non-Skirted Tables	\$ 15.00	\$ 630.00
	Subtotal		\$ 630.00
	10% Sales Tax		\$ -
	Utilities Total		\$ 630.00
Total Hours Billed	Labor		
24	4 -Security Guards @ \$35.00 per hours	\$ 35.00	\$ 840.00
	Subtotal		\$ 840.00
	10% Sales Tax		\$ -
	Labor Total		\$ 840.00
	Total Amount Due:		\$ 10,944.00

WHEREAS, to expand the knowledge base of the public to the planning process and engage area businesses, community leaders, planning professionals and practitioners, non-profits, neighborhood associations, quasi-governmental entities, housing providers, and educators on the merit of planning for the future of the City of Jackson while Learning from Planning Past, Understanding Planning Present, and Preparing for Planning Future, the Neighborhood Services Division partnered with Fair Housing in the Office of Housing and Community Development to engage communities and all interested stakeholders to plan for the Capital City's future collectively; and

WHEREAS, the Capital City Convention Center Commission did not charge the City a fee to use portions of the JCC but charged ten thousand nine hundred forty-four dollars (\$10,944.00) for security, utilities, electrical, tables, labor, and audio/video; and

WHEREAS, it is in the City's best interest to authorize the Mayor and ratify the acceptance of services for security, utilities, electrical, tables, increased monitor size, and audio/video for the event in an amount not to exceed \$ 10,944,00.

IT IS FURTHER ORDERED and hereby ratified, the acceptance of services provided by the Jackson Convention Center on April 27, 2024, for security, utilities, electrical, tables, increased monitor size, and audio/video for the "Planning Past, Present, & Future" held on Saturday, April 27, 2024, from 4 p.m. to 8 p.m. and payment is authorized in an amount not to exceed \$10,944,00.

Vice President Grizzell moved adoption; **President Lindsay** seconded.

President Lindsay recognized **Reginald Jefferson, Housing and Community Development and Planning**, who provided a brief overview of said item.

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

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

* * * * *

There came on for consideration, Agenda Item No. 21:

ORDER AUTHORIZING THE OFFICE OF PLANNING AND DEVELOPMENT TO PAY ALL PROFESSIONAL ASSOCIATION DUES AND TRAVEL RELATED EXPENSES FOR VARIOUS ORGANIZATIONS, AND ALL FEES ASSOCIATED WITH REPRESENTING THE CITY OF JACKSON AND ITS EMPLOYEES AS IT IS REASONABLE AND NECESSARY TO THE PERFORMANCE OF THE OFFICE OF PLANNING AND DEVELOPMENT DUTIES. Said item was pulled by Administration.

* * * * *

ORDER AUTHORIZING THE MAYOR TO ACCEPT ADDITIONAL GRANT FUNDS FROM THE NATIONAL LEAGUE OF CITIES INSTITUTE TO CREATE AN EQUAL BUSINESS OPPORTUNITY PROGRAM.

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

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

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

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

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

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

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

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

Thousand Dollars and Zero Cents (\$35,000.00) for the program beginning March 3, 2022 through October 31, 2022; and

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

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

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

WHEREAS, on March 19, 2024, the Jackson City Council authorized the execution of an amendment to the Memorandum of Understanding with NLC-SCEI for the grant period to be extended to July 1, 2024; and

WHEREAS, on March 26, 2024, NLC-SCEI notified the Deputy Director of OED that the grant period would be extended to August 31, 2024 and that the grant award has increased Fifteen Thousand Dollars and Zero Cents (\$15,000.00) for planning, implementation, and assessment to create an Equal Business Opportunity Program.

NOW, THEREFORE, IT IS HEREBY ORDERED that the Mayor is authorized to accept a grant award not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) for participation in the NLC-SCEI program ending August 31, 2024.

IT IS FURTHER ORDERED that the Office of Economic Development is authorized to expend said funds in accordance with the terms of the grant.

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

President Lindsay recognized **Tangayika Hoover, Deputy Director of Planning and Development**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – Lee.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH GRACE HOUSE, INC. TO AWARD 2020 HOPWA FUNDS IN THE AMOUNT OF TWO THOUSAND NINE HUNDRED AND THIRTY-FIVE DOLLARS AND FIFTY-SIX CENTS (2,935.56).

WHEREAS, the Department of Planning and Development, Office of Housing and Community Development (OHCD) recommends that the governing authority for the city of Jackson authorize the Mayor to execute a contract addendum to issue Grace House, Inc. an additional two thousand nine hundred and thirty-five dollars and fifty-six cents (\$2,935.56) of 2020 Housing Opportunities for Persons with AIDS (HOPWA); and

WHEREAS, the U.S. Department of Housing and Urban Development awarded the city of Jackson \$1,434,010.00 of HOPWA funds with the period of performance starting August 20, 2021, through August 20, 2024; and

WHEREAS, there remains a balance of \$2,935.56 of unspent 2021 HOPWA funds on Said funds, if not expended by the end of the grant cycle, will be recaptured by the Department of Housing and Urban Development (HUD); and

WHEREAS, the OHCD recommends that these remaining funds be awarded to Grace House, Inc. to allow for continued assistance to HOPWA clients with rental, mortgage, mental health, job training, and other supportive services to enable them to become more self-sufficient; and

WHEREAS, by Order entered on July 3, 2023, recorded in Minute Book 6X, Pages 502503, the governing authorities authorized the Mayor to execute a contract and related documents with Grace House, Inc. for the use of the 2022 Housing Opportunities for Persons with AIDS (HOPWA) program funds in the Jackson Metropolitan Statistical Area (MSA) for a total of One Million Four Hundred Thirty-One Thousand Eight Hundred Eighty-Four Dollars (\$1,431,884.00) from the Department of Housing and Urban Development (HUD); and

WHEREAS, a copy of the executed 2022 MSH22F001 Grant Agreement between the City of Jackson, Mississippi and Grace House, Inc. is attached and made a part of the minutes; and

WHEREAS, the OHCD recommends that the Mayor execute the Addendum to 2022 MSH22F001 Grant Agreement to authorize the following:

I **Term** — For the 2022 HOPWA funds, services of the PROJECT SPONSOR shall start on the 1st day of June, 2023 and end on the 30th day of June, 2025. For the 2020 HOPWA funds, services of the PROJECT SPONSOR shall start upon execution of this Addendum and end on the 20th day of August, 2024. The terms of this Contract and the provisions herein may be extended to cover any additional time period during which the PROJECT SPONSOR remains in control of Housing Opportunities for Persons with AIDS (HOPWA) or other assets including program income.

II **Statement of Work, Implementation Schedule** — City shall provide a Project Sponsor a Grant in an amount not to exceed One Million Four Hundred Thirty-One Thousand Eight Hundred Eighty-Four Dollars (\$1,431,884.00) of 2022 Hopwa Grant Funds and Two Thousand Nine Hundred and Thirty-Five Dollars and Fifty-Six Cents (\$2,935.56) in 2020 HOPWA grant funds. The 2020 and 2022 HOPWA funds for said grant shall come from the CITY'S General Fund Budget, with reimbursement from the City's 2020 and 2022 U.S. Department of Housing and Urban Development, (hereinafter referred to as HUD), Housing Opportunity for Persons with AIDS grant (hereinafter referred to as HOPWA) funds. HOPWA funds shall be expended in strict accordance with Project Sponsor's Scope of Services (Exhibit A), which are incorporated and attached herein.

All other terms and conditions of the 2022 MSH22F001 Grant Agreement shall remain unchanged and in full force and effect.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a contract addendum with the Grace House, Inc. for the use of 2020 HOPWA funds in the amount of \$2,935.56.

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

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

Nays – None.

Absent – Lee

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, SHIRLEY A. CLEVELAND, AND MULTI-CON INC. FOR THE USE OF CDBG FUNDS TO IMPLEMENT HOUSING REPAIR ACTIVITIES UNDER THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S LIMITED REPAIR PROGRAM.

WHEREAS, the Office of Housing and Community Development recommends that the governing authority for the City of Jackson authorize the use of 2019 and 2022 Community Block Grant Funds (CDBG) to support housing repair activities within the City of Jackson; and

WHEREAS, the City of Jackson, Office of Housing and Community Development (OHCD), was awarded \$1,898,015.00 of CDBG funds with a period of performance starting October 1, 2019, through September 1, 2026; and

WHEREAS, in addition, the City was awarded \$1,479,031.40 of CDBG funds with a period of performance starting October 1, 2022, through September 1, 2029; and

WHEREAS, OHCD will use the 2019 and 2022 CDBG funds to support the Limited Repair Rehabilitation Program; and

WHEREAS, OHCD is responsible for understanding and adhering to HUD's eligible rehabilitation activities as set forth in 24 CFR § 570.202; and

WHEREAS, the OHCD created a scope of work for 5304 Queen Christina Lane Jackson, Mississippi 39209, which is attached and made a part of the minutes; and

WHEREAS, this scope of work was sent to the list of qualified, licensed, and certified contractors maintained by the OHCD, and the list was created in response to a Request for Qualification issued by OHCD; and

WHEREAS, on April 28, 2023, OHCD received five (5) quotes from qualified, licensed, and certified contractors, to complete the above-referenced work; and

WHEREAS, the quotes received were as follows:

Multi-Con, Inc. proposed to complete the work for \$41,836.00;
Management Services Resource, LLC proposed to complete work for \$55,000.00; and
Benjamin Wiggins DBA Ben Wiggins Remodeling proposed to complete work for \$46,000.00;
Al-n-1 Maint, LLC proposed to complete work for \$38,900.00; and
Murphy's Development, LLC proposed to complete work for \$80,300.00.

WHEREAS, the OHCD received a letter of acceptance from A1-n-1 Construction accepting the award in the amount of thirty-eight thousand nine hundred dollars (\$38,900.00) to perform repairs at 5304 Queen Christina Lane, Jackson, MS 39209; and

WHEREAS, on March 13, 2024, OHCD determined that the lowest bidder lacked the requisite documentation from the Mississippi Secretary of State; and

WHEREAS, OHCD is required to move forward with the next lowest bidder; and

WHEREAS, on March 18, 2024, OHCD received a letter of acceptance from Multi-Con Inc. accepting the award amount of forty-one thousand eight hundred thirty-six dollars (\$41,836.00) to perform repairs at 5304 Queen Christina Lane, Jackson, MS 39209; and

WHEREAS, the terms of the agreement with Multi-Con, Inc. and Shirley Cleveland 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 _____ by the Housing Program Inspector, and attached hereto as "Attachment A" and made a part hereof for the total sum of Seventy-Four Thousand Six Hundred Ninety-Seven Dollars (\$74,697.00). The total sum provided to complete said work to be performed on the structure(s)/property located at 1623 Wood St, Jackson, MS 39203, 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 within 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 binds 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

TO BE ADDED

Attention: Deputy Director OHCD
218 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

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 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.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute any and all documents necessary to enter into a contract with Multi-Con, Inc. and Shirley Cleveland to repair the property located at 5304 Queen Christina Lane, Jackson, MS 39209 under the Limited Repair Program.

IT IS FURTHER ORDERED that the total amount expended under the contract shall not exceed forty-one thousand eight hundred thirty-six dollars (\$41,836.00).

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

President Lindsay recognized **Reginald Jefferson, Housing and Community Development and Planning**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – Lee.

* * * * *

ORDER RATIFYING PURCHASE OF CERTAIN COMMODITIES FROM ACE BOLT & SCREW CO., INC. AND AUTHORIZING PAYMENT TO SAID VENDOR.

WHEREAS, the Building Maintenance Division of the Department of Public Works had need of certain commodities, namely screw extractors, washers, nuts, and a drill bit, necessary to the operation and maintenance of the City’s buildings; and

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

WHEREAS, the commodities set forth in certain invoices attached hereto were delivered and used in the operation and maintenance of the City’s buildings; and

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JULY 30, 2024 10:00 A.M.**

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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 commodities from this vendor.

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

Ace Bolt & Screw Co., Inc.	\$443.02
Total	\$443.02



INVOICE		
DATE	INVOICE NO.	PAGE
06-15-23	603597	1 of 1
PLEASE SHOW THIS NUMBER WHEN REMITTING		

SOLD TO: 917

CITY OF JACKSON VENDOR #01160
AP DIV./FINANCE & MANAGEMENT
POB 17
JACKSON, MS 392050000
USA 2

SHIP TO: 917

CITY OF JACKSON VENDOR #01160
AP DIV./FINANCE & MANAGEMENT
POB 17
JACKSON, MS 392050000
USA 2

DATE WANTED		SHIP VIA		INTERNAL REFERENCE / CUST NOTE				DATE SHIPPED	
06-15-23		Call							
CUSTOMER PO			JOB NUMBER		PHONE NUMBER		FAX NUMBER		PAYMENT TERMS
99230277			tk780		(601) 960-1921		(601) 960-1049		Net 30
LINE	ORDERED	SHIPPED	QTY BO	UNIT	PRODUCT	PRICE	PER	TOTAL	
1	1	1	0	EA	#6 EASY-OUT (MAGNA 95800) Product Code: /EO6	\$15.00000	EA	\$15.00	
SHIPPED VIA		TRACKING #		# PKGS		WEIGHT		SUB TOTAL	
Call						lbs		\$15.00	
							SALES TAX		\$0.00
							SHIPPING CHARGES		\$0.00
							PLEASE PAY THIS AMOUNT		\$15.00

ACE-F22

Issued: 8-13-20
Revised: NEW

Rev. 1.0
1 of 1

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JULY 30, 2024 10:00 A.M.**

672

ACE BOLT & SCREW CO. INC.
PO BOX 22533
Jackson, MS 39225-2533
Phone: (601) 355-3448

INVOICE

DATE	INVOICE NO.	PAGE
06-20-23	604154	1 of 1
PLEASE SHOW THIS NUMBER WHEN REMITTING		

SOLD TO: 917

CITY OF JACKSON VENDOR #01160
AP DIV./FINANCE & MANAGEMENT
POB 17
JACKSON, MS 392050000
USA 2

SHIP TO: 917

CITY OF JACKSON VENDOR #01160
AP DIV./FINANCE & MANAGEMENT
POB 17
JACKSON, MS 392050000
USA 2

DATE WANTED	SHIP VIA	INTERNAL REFERENCE / CUST NOTE				DATE SHIPPED		
06-20-23	Call							
CUSTOMER PO	JOB NUMBER	PHONE NUMBER	FAX NUMBER	PAYMENT TERMS				
99230277		(601) 960-1921	(601) 960-1049	Net 30				
LINE	ORDERED	SHIPPED	QTY BO	UNIT	PRODUCT	PRICE	PER	TOTAL
1	1	1	0	EA	#7 SPIRAL FLUTE SCREW EXTRACTOR Product Code: /EO7	\$21.45000	EA	\$21.45
SHIPPED VIA		TRACKING #		# PKGS	WEIGHT	SUB TOTAL		\$21.45
Call					lbs	SALES TAX		\$0.00
						SHIPPING CHARGES		\$0.00
						PLEASE PAY THIS AMOUNT		\$21.45

ACE-F22

Issued: 8-13-20
Revised: NEW

Rev. 1.0
1 of 1

ACE BOLT & SCREW CO. INC.
PO BOX 22533
Jackson, MS 39225-2533
Phone: (601) 355-3448

INVOICE

DATE	INVOICE NO.	PAGE
06-27-23	602406	1 of 1
PLEASE SHOW THIS NUMBER WHEN REMITTING		

SOLD TO: 917

CITY OF JACKSON VENDOR #01160
AP DIV./FINANCE & MANAGEMENT
POB 17
JACKSON, MS 392050000
USA 2

SHIP TO: 917

CITY OF JACKSON VENDOR #01160
AP DIV./FINANCE & MANAGEMENT
POB 17
JACKSON, MS 392050000
USA 2

DATE WANTED	SHIP VIA	INTERNAL REFERENCE / CUST NOTE				DATE SHIPPED		
06-07-23	Call							
CUSTOMER PO	JOB NUMBER	PHONE NUMBER	FAX NUMBER	PAYMENT TERMS				
23001429		(601) 960-1921	(601) 960-1049	Net 30				
LINE	ORDERED	SHIPPED	QTY BO	UNIT	PRODUCT	PRICE	PER	TOTAL
1	1,000	1,000	0	EA	3/8 USS FLAT WASHER (100 per bag) ZINC Product Code: 37NWUSZ/100B	\$12.0000	C	\$120.00
3	3	3	0	EA	3/8 IMPACT READY TITANIUM DRILL BIT (DEWALT) Product Code: /DD5124	\$20.99000	EA	\$62.97
4	1,000	1,000	0	EA	5/16 LOCKWASHER -ZINC- Product Code: 31NLOCZ	\$6.18000	C	\$61.80
5	1,000	1,000	0	EA	5/16-18 "NC" FINISHED HEX NUT ZINC Product Code: 31CCFHZ	\$6.98000	C	\$69.80
6	1,000	1,000	0	EA	5/16 X 3/4 FLAT WASHER (.062 THK) - NYLON- Product Code: 31N75WNYN/062	\$9.20000	C	\$92.00
SHIPPED VIA		TRACKING #		# PKGS	WEIGHT	SUB TOTAL		\$406.57
Call					lbs	SALES TAX		\$0.00
						SHIPPING CHARGES		\$0.00
						PLEASE PAY THIS AMOUNT		\$406.57

ACE-F22

Issued: 8-13-20
Revised: NEW

Rev. 1.0
1 of 1

Council Member Stokes moved adoption; Council Member Banks seconded.

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

Nays – None.

Absent – Lee.

* * * * *

ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH JACKSON RESOURCE CENTER (JRC) TO SERVE AS CONSULTANT FOR THE CITY OF JACKSON TO CONDUCT EVALUATION ASSESSMENTS FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD).

WHEREAS, the W.K. Kellogg Foundation awarded Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth funds to the City of Jackson to support its goals to increase employment, economic development, city and regional competitiveness, job creation, and employer engagement allowing the citizenry access to tools that will help them traverse pathways to self-sufficiency; and

WHEREAS, on April 30, 2019, the City Council authorized the Mayor to accept a \$1,895,000.00 grant from W. K. Kellogg Foundation to be allocated over three years for the development of the proposal entitled Employment Pathways to Human Dignity (EPHD); and

WHEREAS, on August 16, 2022, the City Council approved an Order ratifying the submission of a request for an eighteen-month grant extension to the W.K. Kellogg Foundation that extended the grant period to September 30, 2023 for the development of the proposal entitled Employment Pathways to Human Dignity (EPHD); and

WHEREAS, on September 30, 2023, the City of Jackson submitted a request for a 12-month extension for the implementation of the EPHD grant to increase employment opportunities for low-income families through a stratified framework of the workforce and economic development, job creation, and employer engagement to achieve family economic security and regional prosperity; and

WHEREAS, on October 27, 2023, the W.K. Kellogg Foundation notified the Deputy Director of Economic Development that the grant period would be extended to September 30, 2024; however, the amendment does not increase the Foundation’s commitment; and

WHEREAS, in light of the grant extension, the Chief Administrative Officer recommends that the City Council authorize the Mayor to enter into an independent contractor relationship with Jackson Resource Center (JRC) to serve as a Consultant upon execution to September 30, 2024; and

WHEREAS, the scope of work includes (1) tracking students from the Workforce Development Pathway; (2) facilitating surveys and focus groups; and (3) synthesizing data to create post-project feedback; and

WHEREAS, either party may terminate the agreement at any time upon delivery of written notice to the other party no less than 14 days prior to the intended termination date, provided, however, that in such event, the terminating party agrees to act in good faith to assist the other party with the orderly wind-down of such party’s work on any active and on-going assignment; and

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

compensation premiums, or the like, which are the sole responsibility of Jackson Resource Center; and

WHEREAS, the City of Jackson will compensate JRC for its services as a consultant in an amount totaling not to exceed \$25,000.00.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to enter into an agreement with Jackson Resource Center to provide evaluation services on the W.K. Kellogg Foundation-funded project Employment Pathways to Human Dignity (EPHD) from upon execution through September 30, 2024.

IT IS FURTHER ORDERED that upon the invoice submission to the City of Jackson, Jackson Resource Center shall be paid an amount of \$25,000.00 from grant funds for conducting EPHD evaluation services.

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

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

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH EJES, INC. FOR THE COUNTRY CLUB DRIVE BRIDGE (4031 COUNTRY CLUB DRIVE) REPLACEMENT PROJECT.

WHEREAS, the City of Jackson selected EJES, Inc. to provide necessary engineering services to design a replacement bridge for the bridge located at 4031 Country Club Drive; and

WHEREAS, EJES, Inc. will provide the following preliminary design phase services:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project;
2. In preparing the Preliminary Design Phase documents, use sustainable features, as appropriate, pursuant to Owner’s instructions;
3. Provide necessary field surveys and topographic and utility mapping for Engineer’s design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data,” as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information;
4. Visit the Site as needed to prepare the Preliminary Design Phase documents;
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services;
6. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs;
7. Obtain and review Owner’s instructions regarding Owner’s procurement of construction services (including instructions regarding advertisements for bids,

instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable;

8. Furnish review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables, in pdf format, to Owner within 60 days of authorization to proceed with this phase, and review them with Owner. Within 14 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items; and
9. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables, in pdf format, within 45 days after receipt of Owner's comments; and

WHEREAS, upon completion of the preliminary design phase documents and their acceptance by the City, EJES, Inc. will provide the following final design phases services:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor;
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications;
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate;
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost;
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer;
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely;
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner;

-
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement related instructions and forms, text, or content received from Owner;
 9. Furnish for review by Owner, its legal counsel, and other advisors, copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, in pdf format, within 30 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 14 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions; and
 10. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit three final copies of such documents to Owner within 21 days after receipt of Owner's comments and instructions; and

WHEREAS, EJES, Inc. will provide the following bid phase services, the cost of which will be negotiated during the performance of the final design phase services:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents;
2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents;
3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors;
4. Consult with Owner as to the qualifications of prospective contractors;
5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents;
6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.;
7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts; and
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations; and

WHEREAS, EJES, Inc. will provide the following construction phase services the cost of which will be negotiated during the performance of the final design phase services:

1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing;
2. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D;
3. Selection of Independent Testing Laboratory: DELETED;
4. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site;
5. Electronic Transmittal Protocols: If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase;
6. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review;
7. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values;
8. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed;
9. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - a) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities

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- specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work;
- b) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents;
10. Defective Work: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents;
11. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work;
12. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents;
13. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation;
14. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work;

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15. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required;
 16. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use;
 17. Shop Drawings, Samples, and Other Submittals: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted;
 18. Substitutes and "Or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A;
 19. Inspections and Tests:
 - a) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests;
 - b) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved;
 - c) Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed;
 20. Change Proposals and Claims: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims;
 21. Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents

- (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents);
- b) By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid;
22. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages;
23. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion;
24. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables: n/a;
25. Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement; and

26. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith; and

WHEREAS, EJES, Inc. will perform the preliminary and final design phase services for an amount not to exceed \$51,055.00, provided the period of service for providing these services does not exceed twelve (12) months; and

WHEREAS, EJES, Inc. will provide topographic survey services for an amount not to exceed \$11,750.00; and

WHEREAS, EJES, Inc. will provide geotechnical investigation services for an amount not to exceed \$15,000.00; and

WHEREAS, EJES, Inc. agrees to accept the following rates for reimbursable items:

8"x11" Copies/Impressions	\$0.20/page
Copies of Drawings	\$ 5.50/sq. ft.
Mileage (auto)	\$0.54/mile at cost at cost
Air Transportation	
Laboratory Testing	at cost
Meals and Lodging	

WHEREAS, EJES, Inc. agrees to charge for any additional services provided pursuant to the Agreement at the following rates:

Principal	\$305.57 /hour
Vice President/Sr. Project Manager	\$267.77/hour
Project Manager/Senior Engineer	\$229.96/hour
Design Engineer	\$144.91/hour
Engineer Intern/Pre-Professional	\$126.01/hour
CADD Drafter	\$94.51/hour
Inspector	\$86.32/hour
Admin/Clerical	\$88.21/hour

WHEREAS, EJES, Inc. agrees to provide the following insurance coverage for the services performed under this Agreement:

1. Workers' Compensation:	Statutory
2. Employer's Liability --	
a) Bodily injury, each accident:	\$1,000,000
b) Bodily injury by disease, each employee:	\$1,000,000
c) Bodily injury/disease, aggregate:	\$1,000,000
3. General Liability --	
a) Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
b) General Aggregate:	\$2,000,000
4. Excess or Umbrella Liability --	
a) Per Occurrence:	\$10,000,000
b) General Aggregate:	\$10,000,000
5. Automobile Liability--Combined Single Limit (Bodily Injury and Property Damage):	
	\$1,000,000

6. Professional Liability-	
a) Each Claim Made	\$1,000,000
b) Annual Aggregate	\$2,000,000

WHEREAS, all bidding and negotiation phase and construction phase service fees and costs will be determined and submitted for approval as an amendment to the Agreement following the conclusion of the final design phase; and

WHEREAS, the Department of Public Works recommends the Agreement with EJES, Inc.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an engineering services agreement using the Engineering Joint Contract Documents Committee E-500 Form, Agreement between Owner and Engineer and applicable form exhibits with EJES, Inc. for the Country Club Drive Bridge (4301 Country Club Drive) Bridge Replacement Project for an amount not to exceed \$51,055.00 for engineering services, for an amount not to exceed \$11,750.00 for topographic surveying services, and for an amount not to exceed \$15,000.00 for geotechnical investigation services.

This is EXHIBIT E, consisting of 3 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [REDACTED].

DRAFT

This is EXHIBIT E, consisting of 3 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [REDACTED].

DRAFT

Exhibit E – Notice of Acceptability of Work.
EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
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2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

DRAFT

Exhibit E – Notice of Acceptability of Work.
EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
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Council Member Hartley moved adoption; **Vice President Grizzell** seconded.

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

Nays – None.

Absent – Lee.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH EJES, INC. FOR THE COUNTRY CLUB DRIVE BRIDGE AT PETER QUINN DRIVE AND COUNTRY CLUB DRIVE REPLACEMENT PROJECT.

WHEREAS, the City of Jackson selected EJES, Inc. to provide necessary engineering services to design a replacement bridge for the bridge located at Peter Quinn Drive and Country Club Drive; and

WHEREAS, EJES, Inc. will provide the following preliminary design phase services:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project;
2. In preparing the Preliminary Design Phase documents, use sustainable features, as appropriate, pursuant to Owner's instructions;
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information;
4. Visit the Site as needed to prepare the Preliminary Design Phase documents;
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services;
6. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs;
7. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable;
8. Furnish review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables, in pdf format, to Owner within 60 days of authorization to proceed with this phase, and review them with Owner. Within 14 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items; and
9. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any

other deliverables, in pdf format, within 45 days after receipt of Owner's comments; and

WHEREAS, upon completion of the preliminary design phase documents and their acceptance by the City, EJES, Inc. will provide the following final design phases services:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor;
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications;
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate;
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost;
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer;
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely;
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner;
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement related instructions and forms, text, or content received from Owner;
9. Furnish for review by Owner, its legal counsel, and other advisors, copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, in pdf format, within 30 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 14 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions; and
10. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit three final copies of such documents to Owner within 21 days after receipt of Owner's comments and instructions; and

WHEREAS, EJES, Inc. will provide the following bid phase services, the cost of which will be negotiated during the performance of the final design phase services:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective

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- contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents;
2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents;
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors;
 4. Consult with Owner as to the qualifications of prospective contractors;
 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents;
 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.;
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts; and
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations; and

WHEREAS, EJES, Inc. will provide the following construction phase services the cost of which will be negotiated during the performance of the final design phase services:

1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing;
2. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D;
3. Selection of Independent Testing Laboratory: DELETED;
4. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site;

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5. Electronic Transmittal Protocols: If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase;
 6. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review;
 7. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values;
 8. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed;
 9. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work;
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish

or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents;

10. Defective Work: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents;
11. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work;
12. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents;
13. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation;
14. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work;
15. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required;
16. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use;
17. Shop Drawings, Samples, and Other Submittals: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted;
18. Substitutes and "Or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A;
19. Inspections and Tests:
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's

review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests;

- b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved;
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed;
20. Change Proposals and Claims: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims;
21. Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents);
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security

interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid;

22. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages;
23. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion;
24. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables: n/a;
25. Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement; and
26. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith; and

WHEREAS, EJES, Inc. will perform the preliminary and final design phase services for an amount not to exceed \$32,055.59, provided the period of service for providing these services does not exceed twelve (12) months; and

WHEREAS, EJES, Inc. will provide topographic survey services for an amount not to exceed \$11,750.00; and

WHEREAS, EJES, Inc. will provide geotechnical investigation services for an amount not to exceed \$10,000.00; and

WHEREAS, EJES, Inc. agrees to accept the following rates for reimbursable items:

8"x11" Copies/Impressions	\$0.20/page
Copies of Drawings	\$ 5.50/sq. ft.
Mileage (auto)	\$0.54/mile
Air Transportation	at cost
Laboratory Testing	at cost

Meals and Lodging	at cost
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WHEREAS, EJES, Inc. agrees to charge for any additional services provided pursuant to the Agreement at the following rates:

Principal	\$305.57/hour
Vice President/Sr. Project Manager	\$267.77/hour
Project Manager/Senior Engineer	\$229.96/hour
Design Engineer	\$144.91/hour
Engineer Intern/Pre-Professional	\$126.01/hour
CADD Drafter	\$94.51/hour
Inspector	\$86.32/hour
Admin/Clerical	\$88.21/hour

WHEREAS, EJES, Inc. agrees to provide the following insurance coverage for the services performed under this Agreement:

1. Workers' Compensation:	Statutory
2. Employer's Liability --	
a) Bodily injury, each accident:	\$1,000,000
b) Bodily injury by disease, each employee:	\$1,000,000
c) Bodily injury/disease, aggregate:	\$1,000,000
3. General Liability --	
a) Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
b) General Aggregate:	\$2,000,000
4. Excess or Umbrella Liability --	
a) Per Occurrence:	\$10,000,000
b) General Aggregate:	\$10,000,000
5. Automobile Liability --	
Combined Single Limit (Bodily Injury and Property Damage):	\$1,000,000
6. Professional Liability --	
a) Each Claim Made	\$1,000,000
b) Annual Aggregate	\$2,000,000

WHEREAS, all bidding and negotiation phase and construction phase service fees and costs will be determined and submitted for approval as an amendment to the Agreement following the conclusion of the final design phase; and

WHEREAS, the Department of Public Works recommends the Agreement with EJES, Inc.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an engineering services agreement using the Engineering Joint Contract Documents Committee E-500 Form, Agreement between Owner and Engineer and applicable form exhibits with EJES, Inc. for the Country Club Drive Bridge at Peter Quinn Drive and Country Club Drive Replacement Project for an amount not to exceed \$32,055.59 for engineering services, for an amount not to exceed \$11,750.00 for topographic surveying services, and for an amount not to exceed \$15,000.00 for geotechnical investigation services.

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

President Lindsay recognized **Mayor Chokwe Antar Lumumba** and **Louis Wright, Chief Administrative Officer**, who provided a brief overview of said item.

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

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

* * * * *

ORDER RATIFYING A CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR EMERGENCY STORM SEWER REPAIRS AT 135 YUCCA DRIVE.

WHEREAS, the Department of Public Works was notified of a storm sewer failure in a City-owned drainage easement adjacent to 135 Yucca Drive; and

WHEREAS, on March 4, 2024, Mayor Chokwe Antar Lumumba signed a Declaration Invoking the Emergency Procurement Procedure, as authorized in Section 31-7-13 (k) of the Mississippi Code of 1972, a copy of which is attached to this order, authorizing an emergency contract for a repair of the failed storm sewer; and

WHEREAS, in accordance with the Declaration and in accordance with Section 31-7-13 (k) of the Mississippi Code of 1972, the City executed a contract with Delta Constructors, Inc. to make the repairs to the failed storm sewer adjacent to 135 Yucca Drive, a copy of which is attached to this order.

IT IS, THEREFORE, ORDERED that the Mayor’s execution of a contract with Delta Constructors, Inc. to make the repairs to the failed storm sewer adjacent to 135 Yucca Drive in the amount of \$119,500.00 is hereby ratified.

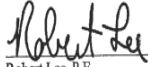
DECLARATION INVOKING THE EMERGENCY
PROCUREMENT PROCEDURE

I. REQUEST

The City of Jackson Department of Public Works has been notified of a storm drain failure in a drainage easement adjacent to 135 Yucca Drive. The failed metal drain pipe, which is in a dedicated easement on the Rollingswood Subdivision plat of 1959, has eroded soil immediately next to the house at 135 Yucca Drive threatening the structural stability of the house. To immediately stabilize the situation, the failed storm drain line next to the house along with the connecting brick inlet and drain crossing under Yucca Drive need to be replaced as soon as possible.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the City to hire a contractor to make the necessary repairs to storm drain lines at and near 135 Yucca Drive, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from me. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.


Robert Lee, P.E.
City Engineer

February 20, 2024
DATE

II. REVIEWED AND APPROVED


Drew Martin
City Attorney

2/28/24
DATE


Fidelis Malembeka
Chief Financial Officer

03/01/24
DATE


Louis Wright
Chief Administrative Officer

3/4/24
DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the need to repair storm drain lines at and near 135 Yucca Drive constitutes an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that contract to replace the storm drain line and related work at or near 135 Yucca Drive is authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved, effective _____, 2024.


CHOKWE A. L. MUMBA
Mayor

March 4, 2024
DATE

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

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

Nays – None.

Absent – Lee.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY INSTRUMENT WITH ENTERGY MISSISSIPPI, LLC TO PROVIDE A NEW ELECTRICAL FEED TO THE CITY OF JACKSON PLANETARIUM.

WHEREAS, the City of Jackson is currently renovating its Planetarium; and

WHEREAS, the architects for the project, CDFL Architects + Engineers, A Professional Association, and Entergy Mississippi, LLC are recommending that the renovation project include a new electrical feed to the Planetarium to ensure sufficient electrical service; and

WHEREAS, the installation of the new electrical feed requires Entergy Mississippi, LLC to install a separate electrical feed solely for the Planetarium, which formerly shared an electrical feed with the Arts Center of Mississippi; and

WHEREAS, in order to install the new electrical feed, Entergy Mississippi, LLC requires a right-of-way for their equipment; and

WHEREAS, it is in the best interest of the City of Jackson to grant Entergy Mississippi, LLC a right-of-way, servitude, and easement, according to the Right-of-Way Instrument attached hereto.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Right-of-Way Instrument whereby the City of Jackson conveys to Entergy Mississippi, LLC a right-of-way, servitude and easement 10 feet in width for electric power and communication facilities over, across, under, or on property owned by the City of Jackson as described in the Right-of-Way Instrument attached hereto.

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JULY 30, 2024 10:00 A.M.**

694

DO NOT WRITE ABOVE THIS LINE

GRANTEE, PREPARED BY AND RETURN TO:

Kelly Hammons
Entergy Mississippi, LLC
Right of Way Dept.
905 Hwy. 80 E
Clinton, MS 39056

GRANTOR:

Name: _____

Address: _____

Name: Matt Ingram

Phone: 601-925-6511

Phone: _____

STATE OF MISSISSIPPI

COUNTY OF Hinds

Indexing Instructions: _____

Line/Project Identification: Proj. No. C6PP349020

WR No. 46309093

RIGHT-OF-WAY INSTRUMENT
ENERGY MISSISSIPPI, LLC

KNOW ALL MEN BY THESE PRESENTS THAT: _____

Grantor(s), acting individually, and for, and on behalf of, my/our heirs, successors, assigns and any other person claiming the ownership to the property hereinafter described, collectively "Grantor", for and in consideration of One Dollar, in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, assign, convey unto and warrant and defend Entergy Mississippi, LLC, and its successors and assigns, collectively "Grantee", a right-of-way, servitude and easement 10 feet in width for the location, construction, reconstruction, improvements, repairs, operation, inspection, patrol, replacement and maintenance of electric power and communication facilities, or the removal thereof, now or in the future, including, but not necessarily limited to, poles, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors and other equipment, structures, material and appurtenances, now or hereafter used, useful or desired in connection therewith by Grantee over, across, under or on that land of Grantor in the County of Hinds, State of Mississippi described as follows, to-wit:

A certain parcel of land lying and being situated in the SE quarter of the SW quarter of Section 3, Township 5N, Range 1E, HINDS County, Mississippi, as shown on Exhibit "A" attached hereto and made a part hereof. Any lowering, relocating, or adjusting of facilities made necessary by actions of the Grantor or subsequent purchasers will be at the expense of such Grantor or subsequent purchasers.

together with the right of ingress and egress to and from said right-of-way across the adjoining land of the Grantor and the right to attach wires and cables of any other party to Grantee's facilities, and the right to install guy wires, anchors, and anchor assemblies beyond the limits of said right-of-way.

Unless otherwise herein specifically provided, the center line of the electric power and communication lines initially constructed on this right-of-way shall be the center line of said right-of-way.

Grantee shall have the full and continuing right to clear and keep clear vegetation within or growing into said right-of-way and the further right to remove or modify from time to time trees, limbs, and/or vegetation outside the said right of way which Grantee considers a hazard to any of its electric power or communications facilities or a hazard to the rendering of adequate and dependable service to Grantor or any of Grantee's customers, by use of a variety of methods used in the vegetation management industry.

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JULY 30, 2024 10:00 A.M.**

695

Proj. No. C6PP349020
WR No. 46309093

Grantor shall not construct or permit the construction of any structure, obstruction or other hazard within the said right-of-way, including but not limited to, house, barn, garage, shed, pond, pool or well, excepting only Grantor's fence(s) and Grantee's facilities. Grantor shall not construct or permit the construction of any buildings or other structures on land adjoining said right-of-way in violation of the minimum clearances from the lines and facilities of Grantee, as provided in the National Electrical Safety Code.

IN WITNESS WHEREOF, Grantor has executed this Right-of-Way Instrument on this ___ day of _____, 20___.

GRANTOR:

(signature)

(print name)

(title)

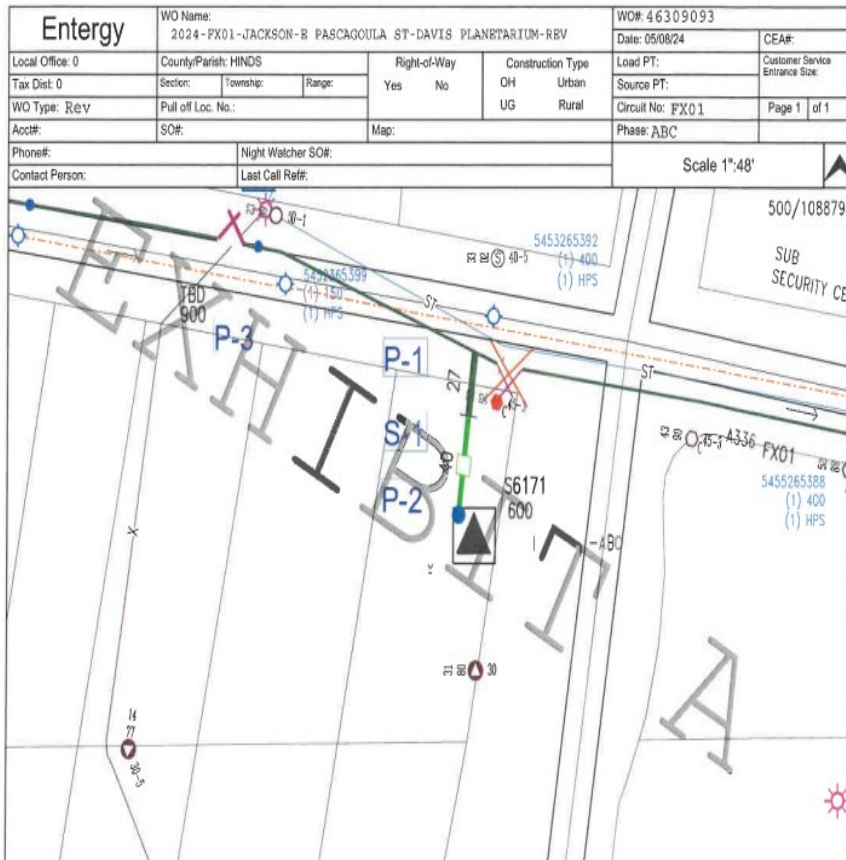
GOVERNMENT ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ___ day of _____, 20___, within my jurisdiction, the within named _____, who acknowledged that (he)(she) is _____ of _____, and that for and on behalf of the said _____, and as its act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized so to do.

Commission expires:

NOTARY PUBLIC



Vice President Grizzell moved adoption; **President Lindsay** seconded.

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

There came on for consideration, Agenda Item No. 31:

ORDER RATIFYING AN AMENDMENT TO THE CONTRACT WITH CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW FIRE STATION 20 BUILDING, CITY PROJECT NO. 15B7003.401. Said item was pulled by the Administration.

ORDER AUTHORIZING THE MAYOR TO EXECUTE SETTLEMENT AND GENERAL RELEASE AGREEMENT BETWEEN TRANSDEV SERVICES, INC. AND THE CITY OF JACKSON, MISSISSIPPI TO RESOLVE THE FINAL CLOSEOUT INVOICE.

WHEREAS, the City and Transdev Services, Inc. were parties to a contract for the Management and Operation of Transit Services Operation and Maintenance, dated December 31, 2018 (the “Contract”); and

WHEREAS, the Contract expired upon its natural terms on December 31, 2023; and

WHEREAS, the City withheld payment of Transdev’s final Fixed Route invoice under the Contract totaling \$376, 131.12 pending resolution of certain issues further detailed herein (the “Matters in Dispute”); and

WHEREAS, the Parties have engaged in informal negotiations and now desire to settle the Matters in Dispute and resolve all known and unknown claims related thereto and under the Contract on the terms and conditions herein; 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 matters in dispute and claims for \$376,131.12 in the closeout settlement; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount to Transdev Services, Inc, as full and final settlement of this matter.

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

President Lindsay recognized **Sheridan Carr, Special Assistant City Attorney**, who recommended an amendment to the agreement on page 2 to add “The City agrees that any award less than \$190,131.12 shall be due back to Transdev for services rendered for the December 2023 Fixed Route invoice” of said item.

President Lindsay recognized **Council Member Banks** who moved; seconded by **Vice President Grizzell** to amend said order to reflect the changes as stated by **Sheridan Carr, Special Assistant City Attorney**. The motion prevailed by the following vote:

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

Thereafter, **President Lindsay** called for a vote on said Order as amended.

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

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE LAWSUIT CAPTIONED “NADER PAHLEVAN AND CRISTINA PAHLEVAN V. CITY OF JACKSON, ET AL.” IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 22-3834.

WHEREAS, on December 15, 2022, the Plaintiffs, Nader and Cristina Pahlevan, filed a lawsuit in the County Court of Hinds County, Mississippi, First Judicial District; Civil Action No.: 22-3834 against the City of Jackson Mississippi and other Defendants (hereinafter referred to as “the lawsuit”); and

WHEREAS, the parties, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit for \$7,500.00 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 \$7,500.00 in the lawsuit; 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.

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

President Lindsay recognized **Drew Martin, City Attorney**, who recommended the Council take this item up in Executive Session.

After a thorough discussion, **President Lindsay** recognized **Vice President Grizzell** and **Council Member Banks** withdrew their motion and second. **President Lindsay** stated that said item to be discussed later in the meeting.

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE CONSOLIDATED LAWSUIT REFERRED TO AS MASON I, MASON II, AND ELEY IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 25CI1:18-cv-00207.

WHEREAS, on September 22, 2017, Christeen Mason, Individually and as Administratrix of the Estate of Virgil Kyles, Deceased, on Behalf of the Estate and Wrongful Death Beneficiaries of Virgil Kyles, Deceased; Kenneth D. Eley, as Administrator of the Estate of Rose Coleman, Deceased and on Behalf of all Wrongful Death Beneficiaries of Rose Coleman, Deceased; and

Christopher Sims, as Administrator of the Estate of Carolyn Sims, Deceased and on Behalf of all Wrongful Death Beneficiaries of Carolyn Sims, Deceased filed a lawsuit against Hinds County; Mississippi, City of Jackson; Tony Harper; and John Does 1-10. The civil action number is 25CI1:17-cv-00563. Referenced herein as “Mason I”; and

WHEREAS, on February 20, 2018, Kenneth D. Eley, as Administrator of the Estate of Rose Coleman, Deceased and on Behalf of all Wrongful Death Beneficiaries of Rose Coleman, deceased; and Christopher Sims, as Administrator of the Estate of Carolyn Sims, Deceased and on Behalf of all Wrongful Death Beneficiaries of Carolyn Sims, Deceased filed a lawsuit against Hinds County, Mississippi; City of Jackson; Tony Harper; and John Does 1-10. The civil action number is 25CI1:18-cv-00092. Referenced herein as “Eley”; and

WHEREAS, on April 13, 2018, Christeen Mason, Individually and as Administratrix of the Estate of Virgil Kyles, Deceased, on Behalf of the Estate and Wrongful Death Beneficiaries of Virgil Kyles, Deceased filed a lawsuit against Hinds County, Mississippi and Tony Harper. The civil action number is 25CI1:18-cv-00207. Referenced herein as “Mason II”; and

WHEREAS, Mason I, Eley and Mason II involved the same facts and circumstances and as such were consolidated into one lawsuit with the civil action number 25CI1:18-cv-00207; 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 \$76,000.00 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 \$76,000.00 in the consolidated lawsuits Mason I, Eley and Mason II; 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.

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

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

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

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

* * * * *

ORDER AUTHORIZING THE MAYOR TO RENEW & EXECUTE A RENTAL AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND PITNEY BOWES FOR A POSTAGE METER MACHINE FOR USE BY THE OFFICE OF THE CITY ATTORNEY.

WHEREAS, the Office of the City Attorney recommends that the governing authority for the city of Jackson authorize the execution of a Rental Agreement with Pitney B0wes, Inc. to allow

its Office to lease a postage meter, i.e. C Series IMI Meter (7H00), for \$77.85/per month starting October 10, 2024 through October 9, 2029; and

WHEREAS, the Office of the City Attorney’s current rental agreement with Pitney Bowes, Inc. will expire on October 10, 2024 and Pitney Bowes Inc. will no longer offer the current SendPro C Series – Version 4 C425 in use by the Office; and

WHEREAS, the State of Mississippi Department of Finance and Administration has negotiated a price agreement contract with Pitney Bowes, Inc. for the rental and purchase of mailing equipment on a nonexclusive basis for twelve months beginning July 1, 2024, and ending on June 30,2025; and

WHEREAS, this state contract agreement #8200074904 was entered into for the benefit of governing authorities and agencies; and

WHEREAS, commodities purchased or procured from a state-negotiated contract are exempt from the bid requirements pursuant to Section 31-7-13(m)(i) of the Mississippi Code of 1972 Annotated, as amended; and

WHEREAS, with the large number of litigation and workers’ compensation cases and cases on appeal, the Office of the City Attorney is required to mail voluminous documents daily after normal business hours; and

WHEREAS, the mailing system will help eliminate voluminous stamps placed on large volumes of packages. The Post Office drop box does not allow anything over one pound to be placed in the bin without the proper postage; and

WHEREAS, the location of a postage meter within the Office of the City Attorney is essential to the Office of the City Attorney’s timely mailing of correspondence; and

WHEREAS, the monthly payments will increase to \$77.85 a month for a term of 60 months, not to exceed \$2,000.00 (allotted postage added), beginning October 10, 2024, and ending October 9, 2029.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to renew & execute a Rental Agreement between the Office of the City Attorney and Pitney Bowes, Inc., providing for the establishment and maintenance of said equipment for the Office of the City Attorney facilities, at a monthly cost of \$77.85 a month for a term of 60 months not to exceed \$2000.00 (allotted postage added).

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

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

Nays – None

Abstention – Stokes.

Absent – Lee.

* * * * *

ORDER AUTHORIZING THE PROCUREMENT OF PROPERTY INSURANCE IN THE AMOUNT OF \$25,000,000 UNDERWRITTEN BY MULTIPLE INSURANCE CARRIERS INCLUDING BUT NOT LIMITED TO LLOYD’S, LEXINGTON/AIG, NATIONAL PROPERTY AND MARINE, IRONSHORE, WESTCHESTER, AXIS, ENDURANCE/SOMPO, KINSALE, RIVINGTON, BEAZLEY, EVANSTON/MARKEL, AND ARCH ETHOS.

WHEREAS, Section 21-37-45 of the Mississippi Code authorizes the governing authorities of municipalities to insure municipal property, including buildings, furniture, books, and records, and all other property against loss by fire and tornado, and to carry such amount of employer’s liability, steam boilers, plate glass and other miscellaneous casualty insurance as in the discretion of the governing authorities may be deemed proper, and to pay for the premiums thereof out of the municipal treasury; and

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JULY 30, 2024 10:00 A.M.**

WHEREAS, on April 9, 2024, the governing authorities for the City of Jackson authorized Fisher Brown Bottrell and its agent, Brian Johnson to provide consulting and advisory services related to policies of insurance, including but not limited to commercial property, boiler and machinery, and inland marine; and

WHEREAS, the April 9, 2024 action of the governing authorities is recorded in Minute Book 6Z at pages 80-81; and

WHEREAS, consistent with the April 9, 2024 action of the governing authorities, Fisher Brown Bottrell and its agent – Brian Johnson obtained a proposal to provide property and casualty insurance coverage in the amount of \$25,000,000.00 from multiple underwriters; and

WHEREAS, the coverage obtained consists of a layered policy; and

WHEREAS, the City’s current property insurance coverage will expire on August 15, 2024; and

WHEREAS, the City’s current insurance property is underwritten by multiple insurance companies with Lloyds serving as the lead underwriter; and

WHEREAS, according to the proposal documents submitted by Fisher Brown Bottrell, the premium currently paid by the City of Jackson for coverage is \$2,761,578.13; and

WHEREAS, the new coverage proposal submitted by Fisher Brown Bottrell provides \$25,000,000.00 in coverage which will be underwritten by multiple insurance companies as follows:

Coverage	Proposed Premium	Expiring Premium	Minimum Earned Premium % if applicable	Minimum & Deposit Applies (x)	Accepted (Yes/No)
Property-\$25M Lead- Lloyd’s (Renewal Lead)	\$1,877,357.63	\$2,166,407.11	35%	Yes	
Property -\$5M Lead of \$25M Lexington/AIG (Exp Lead)	Included in above	Included in above	35%	Yes	
Property – 2.5M part of \$25M National Fire & Marine Ins. Co.	Included in above	Included in above	35%	Yes	
Property – 3M part of \$25M Princeton	Included in above	Included in above	35%	Yes	
Property – 2.5M part of \$25M Ironshore	Included in above	Included in above	35%	Yes	
Property – 3M part of \$25M Arch	Included in above	Included in above	35%	Yes	
Property – 2.5M part of \$25M Westchester	Included in above	Included in above	35%	Yes	
Property – 2M part of \$25M Axis	Included in above	Included in above	35%	Yes	
Property – 2M part of \$25M Swiss Re	Included in above	Included in above	35%	Yes	
Property-2.5M part of \$25M Endurance/Sompo	Included in above	Included in above	25%	Yes	

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JULY 30, 2024 10:00 A.M.**

701

Property -5M part of \$25M x of 25M-Kinsale	\$97,383.00	\$108,209.89	35%	Yes	
Property – 5M part of \$25M x of 25M-Rivington/Texas	\$97,007.63	\$107,511.69	35%	Yes	
Property -\$5M part of \$25M x of 25M – Beazley	\$97,007.63	\$107,250.00	35%	Yes	
Property – 5M part of \$25M x of \$25M – Evanston/Markel	\$97,007.63	\$107,507.40	25%	Yes	
Property – 5M part of \$25M x of \$25M-Arch/Ethos	\$97,533.16	\$107,758.37	35%	Yes	
Vacant Property – Basic Form	\$63,093.04	\$56,933.67	35%	Yes	
Total Premium	\$2,426,389.72	\$2,761,578.13			

Minimum and Deposit

Some policies may include a minimum and deposit endorsement and are noted above. Once coverage is bound, the premium amount in this Proposal represents the minimum premium due. The carrier has the right to audit your records for final premium determination. Additional premiums will be collected because of underestimated exposures. No return premium shall be forthcoming.

Minimum Earned Premium

Some policies may include a minimum earned premium endorsement and are noted above. No Flat cancellations are allowed.

Subjectivities:		
Signed Terrorism Forms		
Signed Accord Application		
Optional Quote Indications:	Premium	Accept (y/n)
Property – 25M x \$50M-Landmark American	\$234,982.63 \$20,000.00 Additional for TRIA	
Property – 75M x of \$75M-Homeland Insurance Company of New York	\$281,107.53 \$25,000.00 Additional for TRRIA	
\$5,000,000 Sublimit on Earthquake & Flood	\$100,000.00 Premium reduction	

Terrorism Coverage – Not included in Above	Premium	Accept (y/n)
Property -\$25M Lead-Lloyd's	\$87,500.00 plus fees & taxes	
Property- \$5M p/o \$25M x\$25M-Kinsale	\$4,500.00 plus fees & taxes	
Property \$5M p/o \$25M x \$25M- Rivington/Texas	\$4,500.00 plus fees & taxes	
Property \$5M p/o \$25M x \$25M Beazley	\$4,500.00 plus fees & taxes	
Property - \$5M p/o \$25M x \$25M Evanston/Markel	\$9,000.00 plus fees & taxes	
Property - \$5M p/o \$25M x \$25M – Arch Specialty	\$500.00 plus fees & taxes	
Property -Vacant Building	\$5,500.00 plus fees & taxes	

Insurance Company	AM Best Rating:	Admitted/Non-Admitted
Kinsale Insurance Company	A, X	Non-Admitted
Texas Insurance Company	A-, XI	Non-Admitted

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JULY 30, 2024 10:00 A.M.**

702

Beasley (Lloyds) Insurance Company	A, XV	Non-Admitted
Evanston Insurance Company	A+, XV	Non-Admitted
Ascot Specialty Insurance company (Ethos)	A, XIII	Non-Admitted
Certain Underwriter at Lloyd's of London (Ethos)	A, XV	Non-Admitted

PAYMENT OPTIONS

Down Payment Amount	Coverage/s	Check Payable to	# of Installments	Installment Amount
Annual Pay	Property (All)	Fisher Brown Bottrell	N/A	N/A

WHEREAS, the proposal submitted by Fisher Brown Bottrell and its agent Brian Johnson for coverage without the optional coverages contains a premium of \$2,426,389.72 which is \$335,188.41 less than the current premium and does not result in a change of the current coverage; and

WHEREAS, the policy period will be from August 15, 2024 to August 15, 2025; and

WHEREAS, the best interest of the City of Jackson would be served by accepting the proposal submitted by Fisher Brown Bottrell and the agent Brian Johnson for property coverage only without the options; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the City's Mayor to execute documents required by the underwriters to bind and obtain the coverage.

IT IS HEREBY ORDERED that the proposal submitted by Fisher Brown Bottrell and its agent Brian Johnson for property coverage only without the optional coverages quoted shall be accepted.

IT IS HEREBY ORDERED that Terrorism Coverage is not accepted and is rejected.

IT IS HEREBY ORDERED that the City's Mayor is authorized to execute documents required by the underwriters to bind and obtain the coverage.

IT IS HEREBY ORDERED that premiums not exceeding the sum of \$2,426,389.72 may be paid to the applicable entities for the coverage.

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

President Lindsay recognized **Drew Martin, City Attorney**, who recommended an amendment to strike "\$25,000,000.00" in the header and the 4th whereas of said item.

President Lindsay recognized **Council Member Banks** who moved; seconded by **Vice President Grizzell** to amend said order to reflect the changes as stated by **Drew Martin, City Attorney**. The motion prevailed by the following vote:

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

Thereafter, **President Lindsay** called for a vote on said Order as amended.

ORDER AUTHORIZING THE PROCUREMENT OF PROPERTY INSURANCE UNDERWRITTEN BY MULTIPLE INSURANCE CARRIERS INCLUDING BUT NOT LIMITED TO LLOYD'S, LEXINGTON/AIG, NATIONAL PROPERTY AND

MARINE, IRONSHORE, WESTCHESTER, AXIS, ENDURANCE/SOMPO, KINSALE, RIVINGTON, BEAZLEY, EVANSTON/MARKEL, AND ARCH ETHOS.

WHEREAS, Section 21-37-45 of the Mississippi Code authorizes the governing authorities of municipalities to insure municipal property, including buildings, furniture, books, and records, and all other property against loss by fire and tornado, and to carry such amount of employer’s liability, steam boilers, plate glass and other miscellaneous casualty insurance as in the discretion of the governing authorities may be deemed proper, and to pay for the premiums thereof out of the municipal treasury; and

WHEREAS, on April 9, 2024, the governing authorities for the City of Jackson authorized Fisher Brown Bottrell and its agent, Brian Johnson to provide consulting and advisory services related to policies of insurance, including but not limited to commercial property, boiler and machinery, and inland marine; and

WHEREAS, the April 9, 2024 action of the governing authorities is recorded in Minute Book 6Z at pages 80-81; and

WHEREAS, consistent with the April 9, 2024 action of the governing authorities, Fisher Brown Bottrell and its agent – Brian Johnson obtained a proposal to provide property and casualty insurance coverage from multiple underwriters; and

WHEREAS, the coverage obtained consists of a layered policy; and

WHEREAS, the City’s current property insurance coverage will expire on August 15, 2024; and

WHEREAS, the City’s current insurance property is underwritten by multiple insurance companies with Lloyds serving as the lead underwriter; and

WHEREAS, according to the proposal documents submitted by Fisher Brown Bottrell, the premium currently paid by the City of Jackson for coverage is \$2,761,578.13; and

WHEREAS, the new coverage proposal submitted by Fisher Brown Bottrell provides \$25,000,000.00 in coverage which will be underwritten by multiple insurance companies as follows:

Coverage	Proposed Premium	Expiring Premium	Minimum Earned Premium % if applicable	Minimum & Deposit Applies (x)	Accepted (Yes/No)
Property-\$25M Lead-Lloyd’s (Renewal Lead)	\$1,877,357.63	\$2,166,407.11	35%	Yes	
Property -\$5M Lead of \$25M Lexington/AIG (Exp Lead)	Included in above	Included in above	35%	Yes	
Property – 2.5M part of \$25M National Fire & Marine Ins. Co.	Included in above	Included in above	35%	Yes	
Property – 3M part of \$25M Princeton	Included in above	Included in above	35%	Yes	
Property – 2.5M part of \$25M Ironshore	Included in above	Included in above	35%	Yes	
Property – 3M part of \$25M Arch	Included in above	Included in above	35%	Yes	

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JULY 30, 2024 10:00 A.M.**

704

Property – 2.5M part of \$25M Westchester	Included in above	Included in above	35%	Yes	
Property – 2M part of \$25M Axis	Included in above	Included in above	35%	Yes	
Property – 2M part of \$25M Swiss Re	Included in above	Included in above	35%	Yes	
Property-2.5M part of \$25M Endurance/Sompo	Included in above	Included in above	25%	Yes	
Property -5M part of \$25M x of 25M-Kinsale	\$97,383.00	\$108,209.89	35%	Yes	
Property – 5M part of \$25M x of 25M-Rivington/Texas	\$97,007.63	\$107,511.69	35%	Yes	
Property -\$5M part of \$25M x of 25M – Beazley	\$97,007.63	\$107,250.00	35%	Yes	
Property – 5M part of \$25M x of \$25M – Evanston/Markel	\$97,007.63	\$107,507.40	25%	Yes	
Property – 5M part of \$25M x of \$25M-Arch/Ethos	\$97,533.16	\$107,758.37	35%	Yes	
Vacant Property – Basic Form	\$63,093.04	\$56,933.67	35%	Yes	
Total Premium	\$2,426,389.72	\$2,761,578.13			

Minimum and Deposit

Some policies may include a minimum and deposit endorsement and are noted above. Once coverage is bound, the premium amount in this Proposal represents the minimum premium due. The carrier has the right to audit your records for final premium determination. Additional premiums will be collected because of underestimated exposures. No return premium shall be forthcoming.

Minimum Earned Premium

Some policies may include a minimum earned premium endorsement and are noted above. No Flat cancellations are allowed.

Subjectivities:		
Signed Terrorism Forms		
Signed Accord Application		
Optional Quote Indications:	Premium	Accept (y/n)
Property – 25M x \$50M-Landmark American	\$234,982.63 \$20,000.00 Additional for TRIA	
Property – 75M x of \$75M-Homeland Insurance Company of New York	\$281,107.53 \$25,000.00 Additional for TRRIA	
\$5,000,000 Sublimit on Earthquake & Flood	\$100,000.00 Premium reduction	

Terrorism Coverage – Not included in Above	Premium	Accept (y/n)
Property -\$25M Lead-Lloyd’s	\$87,500.00 plus fees & taxes	
Property- \$5M p/o \$25M x\$25M-Kinsale	\$4,500.00 plus fees & taxes	
Property \$5M p/o \$25M x \$25M- Rivington/Texas	\$4,500.00 plus fees & taxes	

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JULY 30, 2024 10:00 A.M.**

705

Property \$5M p/o \$25M x \$25M Beazley	\$4,500.00 plus fees & taxes	
Property - \$5M p/o \$25M x \$25M Evanston/Markel	\$9,000.00 plus fees & taxes	
Property - \$5M p/o \$25M x \$25M – Arch Specialty	\$500.00 plus fees & taxes	
Property -Vacant Building	\$5,500.00 plus fees & taxes	

Insurance Company	AM Best Rating:	Admitted/Non-Admitted
Kinsale Insurance Company	A, X	Non-Admitted
Texas Insurance Company	A-, XI	Non-Admitted
Beasley (Lloyds) Insurance Company	A, XV	Non-Admitted
Evanston Insurance Company	A+, XV	Non-Admitted
Ascot Specialty Insurance company (Ethos)	A, XIII	Non-Admitted
Certain Underwriter at Lloyd’s of London (Ethos)	A, XV	Non-Admitted

PAYMENT OPTIONS

Down Payment Amount	Coverage/s	Check Payable to	# of Installments	Installment Amount
Annual Pay	Property (All)	Fisher Brown Bottrell	N/A	N/A

WHEREAS, the proposal submitted by Fisher Brown Bottrell and its agent Brian Johnson for coverage without the optional coverages contains a premium of \$2,426,389.72 which is \$335,188.41 less than the current premium and does not result in a change of the current coverage; and

WHEREAS, the policy period will be from August 15, 2024 to August 15, 2025; and

WHEREAS, the best interest of the City of Jackson would be served by accepting the proposal submitted by Fisher Brown Bottrell and the agent Brian Johnson for property coverage only without the options; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the City’s Mayor to execute documents required by the underwriters to bind and obtain the coverage.

IT IS HEREBY ORDERED that the proposal submitted by Fisher Brown Bottrell and its agent Brian Johnson for property coverage only without the optional coverages quoted shall be accepted.

IT IS HEREBY ORDERED that Terrorism Coverage is not accepted and is rejected.

IT IS HEREBY ORDERED that the City’s Mayor is authorized to execute documents required by the underwriters to bind and obtain the coverage.

IT IS HEREBY ORDERED that premiums not exceeding the sum of \$2,426,389.72 may be paid to the applicable entities for the coverage.

- Yeas – Banks, Grizzell, and Lindsay.
- Nays – Stokes and Foote.
- Abstention– Hartley.
- Absent – Lee.

Note: Said item failed for a lack of a majority vote.

* * * * *

President Lindsay recognized **Council Member Stokes** who moved, seconded by **Council Member Banks** to reconsider the previous item. The motion prevailed by the following vote:

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

* * * * *

Note: Council Member Stokes left the meeting.

* * * * *

President Lindsay requested that the Clerk read the order:

ORDER AUTHORIZING THE PROCUREMENT OF PROPERTY INSURANCE IN THE AMOUNT OF \$25,000,000 UNDERWRITTEN BY MULTIPLE INSURANCE CARRIERS INCLUDING BUT NOT LIMITED TO LLOYD’S, LEXINGTON/AIG, NATIONAL PROPERTY AND MARINE, IRONSHORE, WESTCHESTER, AXIS, ENDURANCE/SOMPO, KINSALE, RIVINGTON, BEAZLEY, EVANSTON/MARKEL, AND ARCH ETHOS.

WHEREAS, Section 21-37-45 of the Mississippi Code authorizes the governing authorities of municipalities to insure municipal property, including buildings, furniture, books, and records, and all other property against loss by fire and tornado, and to carry such amount of employer’s liability, steam boilers, plate glass and other miscellaneous casualty insurance as in the discretion of the governing authorities may be deemed proper, and to pay for the premiums thereof out of the municipal treasury; and

WHEREAS, on April 9, 2024, the governing authorities for the City of Jackson authorized Fisher Brown Bottrell and its agent, Brian Johnson to provide consulting and advisory services related to policies of insurance, including but not limited to commercial property, boiler and machinery, and inland marine; and

WHEREAS, the April 9, 2024 action of the governing authorities is recorded in Minute Book 6Z at pages 80-81; and

WHEREAS, consistent with the April 9, 2024 action of the governing authorities, Fisher Brown Bottrell and its agent – Brian Johnson obtained a proposal to provide property and casualty insurance coverage in the amount of \$25,000,000.00 from multiple underwriters; and

WHEREAS, the coverage obtained consists of a layered policy; and

WHEREAS, the City’s current property insurance coverage will expire on August 15, 2024; and

WHEREAS, the City’s current insurance property is underwritten by multiple insurance companies with Lloyds serving as the lead underwriter; and

WHEREAS, according to the proposal documents submitted by Fisher Brown Bottrell, the premium currently paid by the City of Jackson for coverage is \$2,761,578.13; and

WHEREAS, the new coverage proposal submitted by Fisher Brown Bottrell provides \$25,000,000.00 in coverage which will be underwritten by multiple insurance companies as follows:

Coverage	Proposed Premium	Expiring Premium	Minimum Earned Premium % if applicable	Minimum & Deposit Applies (x)	Accepted (Yes/No)
Property-\$25M Lead-	\$1,877,357.63	\$2,166,407.11	35%	Yes	

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JULY 30, 2024 10:00 A.M.**

707

Lloyd's (Renewal Lead)					
Property -\$5M Lead of \$25M Lexington/AIG (Exp Lead)	Included in above	Included in above	35%	Yes	
Property – 2.5M part of \$25M National Fire & Marine Ins. Co.	Included in above	Included in above	35%	Yes	
Property – 3M part of \$25M Princeton	Included in above	Included in above	35%	Yes	
Property – 2.5M part of \$25M Ironshore	Included in above	Included in above	35%	Yes	
Property – 3M part of \$25M Arch	Included in above	Included in above	35%	Yes	
Property – 2.5M part of \$25M Westchester	Included in above	Included in above	35%	Yes	
Property – 2M part of \$25M Axis	Included in above	Included in above	35%	Yes	
Property – 2M part of \$25M Swiss Re	Included in above	Included in above	35%	Yes	
Property-2.5M part of \$25M Endurance/Sompo	Included in above	Included in above	25%	Yes	
Property -5M part of \$25M x of 25M-Kinsale	\$97,383.00	\$108,209.89	35%	Yes	
Property – 5M part of \$25M x of 25M-Rivington/Texas	\$97,007.63	\$107,511.69	35%	Yes	
Property -\$5M part of \$25M x of 25M – Beazley	\$97,007.63	\$107,250.00	35%	Yes	
Property – 5M part of \$25M x of \$25M – Evanston/Markel	\$97,007.63	\$107,507.40	25%	Yes	
Property – 5M part of \$25M x of \$25M-Arch/Ethos	\$97,533.16	\$107,758.37	35%	Yes	
Vacant Property – Basic Form	\$63,093.04	\$56,933.67	35%	Yes	
Total Premium	\$2,426,389.72	\$2,761,578.13			

Minimum and Deposit

Some policies may include a minimum and deposit endorsement and are noted above. Once coverage is bound, the premium amount in this Proposal represents the minimum premium due. The carrier has the right to audit your records for final premium determination. Additional premiums will be collected because of underestimated exposures. No return premium shall be forthcoming.

Minimum Earned Premium

Some policies may include a minimum earned premium endorsement and are noted above. **No Flat cancellations are allowed.**

Subjectivities:		
Signed Terrorism Forms		
Signed Accord Application		
Optional Quote Indications:	Premium	Accept (y/n)

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JULY 30, 2024 10:00 A.M.**

708

Property – 25M x \$50M- Landmark American	\$234,982.63 \$20,000.00 Additional for TRIA	
Property – 75M x of \$75M- Homeland Insurance Company of New York	\$281,107.53 \$25,000.00 Additional for TRRIA	
\$5,000,000 Sublimit on Earthquake & Flood	\$100,000.00 Premium reduction	

Terrorism Coverage – Not included in Above	Premium	Accept (y/n)
Property -\$25M Lead- Lloyd’s	\$87,500.00 plus fees & taxes	
Property- \$5M p/o \$25M x\$25M-Kinsale	\$4,500.00 plus fees & taxes	
Property \$5M p/o \$25M x \$25M- Rivington/Texas	\$4,500.00 plus fees & taxes	
Property \$5M p/o \$25M x \$25M Beazley	\$4,500.00 plus fees & taxes	
Property - \$5M p/o \$25M x \$25M Evanston/Markel	\$9,000.00 plus fees & taxes	
Property - \$5M p/o \$25M x \$25M – Arch Specialty	\$500.00 plus fees & taxes	
Property -Vacant Building	\$5,500.00 plus fees & taxes	

Insurance Company	AM Best Rating:	Admitted/Non-Admitted
Kinsale Insurance Company	A, X	Non-Admitted
Texas Insurance Company	A-, XI	Non-Admitted
Beasley (Lloyds) Insurance Company	A, XV	Non-Admitted
Evanston Insurance Company	A+, XV	Non-Admitted
Ascot Specialty Insurance company (Ethos)	A, XIII	Non-Admitted
Certain Underwriter at Lloyd’s of London (Ethos)	A, XV	Non-Admitted

PAYMENT OPTIONS

Down Payment Amount	Coverage/s	Check Payable to	# of Installments	Installment Amount
Annual Pay	Property (All)	Fisher Brown Bottrell	N/A	N/A

WHEREAS, the proposal submitted by Fisher Brown Bottrell and its agent Brian Johnson for coverage without the optional coverages contains a premium of \$2,426,389.72 which is \$335,188.41 less than the current premium and does not result in a change of the current coverage; and

WHEREAS, the policy period will be from August 15, 2024 to August 15, 2025; and

WHEREAS, the best interest of the City of Jackson would be served by accepting the proposal submitted by Fisher Brown Bottrell and the agent Brian Johnson for property coverage only without the options; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the City’s Mayor to execute documents required by the underwriters to bind and obtain the coverage.

IT IS HEREBY ORDERED that the proposal submitted by Fisher Brown Bottrell and its agent Brian Johnson for property coverage only without the optional coverages quoted shall be accepted.

IT IS HEREBY ORDERED that Terrorism Coverage is not accepted and is rejected.

IT IS HEREBY ORDERED that the City’s Mayor is authorized to execute documents required by the underwriters to bind and obtain the coverage.

IT IS HEREBY ORDERED that premiums not exceeding the sum of \$2,426,389.72 may be paid to the applicable entities for the coverage.

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

President Lindsay recognized **Council Member Banks** who moved; seconded by **Vice President Grizzell** to amend said order to strike “\$25,000,000.00” in the header and the 4th whereas of said item. The motion prevailed by the following vote:

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

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

ORDER AUTHORIZING THE PROCUREMENT OF PROPERTY INSURANCE UNDERWRITTEN BY MULTIPLE INSURANCE CARRIERS INCLUDING BUT NOT LIMITED TO LLOYD’S, LEXINGTON/AIG, NATIONAL PROPERTY AND MARINE, IRONSHORE, WESTCHESTER, AXIS, ENDURANCE/SOMPO, KINSALE, RIVINGTON, BEAZLEY, EVANSTON/MARKEL, AND ARCH ETHOS.

WHEREAS, Section 21-37-45 of the Mississippi Code authorizes the governing authorities of municipalities to insure municipal property, including buildings, furniture, books, and records, and all other property against loss by fire and tornado, and to carry such amount of employer’s liability, steam boilers, plate glass and other miscellaneous casualty insurance as in the discretion of the governing authorities may be deemed proper, and to pay for the premiums thereof out of the municipal treasury; and

WHEREAS, on April 9, 2024, the governing authorities for the City of Jackson authorized Fisher Brown Bottrell and its agent, Brian Johnson to provide consulting and advisory services related to policies of insurance, including but not limited to commercial property, boiler and machinery, and inland marine; and

WHEREAS, the April 9, 2024 action of the governing authorities is recorded in Minute Book 6Z at pages 80-81; and

WHEREAS, consistent with the April 9, 2024 action of the governing authorities, Fisher Brown Bottrell and its agent – Brian Johnson obtained a proposal to provide property and casualty insurance coverage from multiple underwriters; and

WHEREAS, the coverage obtained consists of a layered policy; and

WHEREAS, the City’s current property insurance coverage will expire on August 15, 2024; and

WHEREAS, the City’s current insurance property is underwritten by multiple insurance companies with Lloyds serving as the lead underwriter; and

WHEREAS, according to the proposal documents submitted by Fisher Brown Bottrell, the premium currently paid by the City of Jackson for coverage is \$2,761,578.13; and

WHEREAS, the new coverage proposal submitted by Fisher Brown Bottrell provides \$25,000,000.00 in coverage which will be underwritten by multiple insurance companies as follows:

Coverage	Proposed Premium	Expiring Premium	Minimum Earned	Minimum & Deposit	Accepted (Yes/No)
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**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JULY 30, 2024 10:00 A.M.**

710

			Premium % if applicable	Applies (x)	
Property-\$25M Lead- Lloyd's (Renewal Lead)	\$1,877,357.63	\$2,166,407.11	35%	Yes	
Property -\$5M Lead of \$25M Lexington/AIG (Exp Lead)	Included in above	Included in above	35%	Yes	
Property – 2.5M part of \$25M National Fire & Marine Ins. Co.	Included in above	Included in above	35%	Yes	
Property – 3M part of \$25M Princeton	Included in above	Included in above	35%	Yes	
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Property – 2M part of \$25M Axis	Included in above	Included in above	35%	Yes	
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Vacant Property – Basic Form	\$63,093.04	\$56,933.67	35%	Yes	
Total Premium	\$2,426,389.72	\$2,761,578.13			

Minimum and Deposit

Some policies may include a minimum and deposit endorsement and are noted above. Once coverage is bound, the premium amount in this Proposal represents the minimum premium due. The carrier has the right to audit your records for final premium determination. Additional premiums will be collected because of underestimated exposures. No return premium shall be forthcoming.

Minimum Earned Premium

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Subjectivities:

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JULY 30, 2024 10:00 A.M.**

Signed Terrorism Forms		
Signed Accord Application		
Optional Quote Indications:	Premium	Accept (y/n)
Property – 25M x \$50M- Landmark American	\$234,982.63 \$20,000.00 Additional for TRIA	
Property – 75M x of \$75M- Homeland Insurance Company of New York	\$281,107.53 \$25,000.00 Additional for TRRIA	
\$5,000,000 Sublimit on Earthquake & Flood	\$100,000.00 Premium reduction	

Terrorism Coverage – Not included in Above	Premium	Accept (y/n)
Property -\$25M Lead- Lloyd’s	\$87,500.00 plus fees & taxes	
Property- \$5M p/o \$25M x\$25M-Kinsale	\$4,500.00 plus fees & taxes	
Property \$5M p/o \$25M x \$25M- Rivington/Texas	\$4,500.00 plus fees & taxes	
Property \$5M p/o \$25M x \$25M Beazley	\$4,500.00 plus fees & taxes	
Property - \$5M p/o \$25M x \$25M Evanston/Markel	\$9,000.00 plus fees & taxes	
Property - \$5M p/o \$25M x \$25M – Arch Specialty	\$500.00 plus fees & taxes	
Property -Vacant Building	\$5,500.00 plus fees & taxes	

Insurance Company	AM Best Rating:	Admitted/Non-Admitted
Kinsale Insurance Company	A, X	Non-Admitted
Texas Insurance Company	A-, XI	Non-Admitted
Beasley (Lloyds) Insurance Company	A, XV	Non-Admitted
Evanston Insurance Company	A+, XV	Non-Admitted
Ascot Specialty Insurance company (Ethos)	A, XIII	Non-Admitted
Certain Underwriter at Lloyd’s of London (Ethos)	A, XV	Non-Admitted

PAYMENT OPTIONS

Down Payment Amount	Coverage/s	Check Payable to	# of Installments	Installment Amount
Annual Pay	Property (All)	Fisher Brown Bottrell	N/A	N/A

WHEREAS, the proposal submitted by Fisher Brown Bottrell and its agent Brian Johnson for coverage without the optional coverages contains a premium of \$2,426,389.72 which is \$335,188.41 less than the current premium and does not result in a change of the current coverage; and

WHEREAS, the policy period will be from August 15, 2024 to August 15, 2025; and

WHEREAS, the best interest of the City of Jackson would be served by accepting the proposal submitted by Fisher Brown Bottrell and the agent Brian Johnson for property coverage only without the options; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the City’s Mayor to execute documents required by the underwriters to bind and obtain the coverage.

IT IS HEREBY ORDERED that the proposal submitted by Fisher Brown Bottrell and its agent Brian Johnson for property coverage only without the optional coverages quoted shall be accepted.

IT IS HEREBY ORDERED that Terrorism Coverage is not accepted and is rejected.

IT IS HEREBY ORDERED that the City’s Mayor is authorized to execute documents required by the underwriters to bind and obtain the coverage.

IT IS HEREBY ORDERED that premiums not exceeding the sum of \$2,426,389.72 may be paid to the applicable entities for the coverage.

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

* * * * *

Note: Council Member Stokes returned to the meeting.

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ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY.

WHEREAS, on August 29, 2022, the Mayor issued a proclamation of emergency as a result of (1) excessive rainfall and extreme flooding, (2) the March 7, 2020 Safe Drinking Water Act (SDWA) Emergency Administrative Order (EAO); (3) the February 2021 system-wide failure due to extreme water conditions that caused pipes to freeze and lose pressure; (4) the July 1, 2021 SDWA Administrative Order of Consent (AOC); (5) the July 29, 2022 Boil Water Notice which existed for more than thirty (30) days; and (6) the August 25, 2022 flooding of the Pearl River, which lead to problems with treating water at the O.B. Curtis Water Plant; and

WHEREAS, Section 33-15-17(d) of the Mississippi Code allows the mayor of a municipality to proclaim a local emergency and authorizes the governing body of a municipality to review and approve or disapprove the need for continuing the local emergency at its first regular meeting following such proclamation or at a special meeting; and

WHEREAS, Section 33-15-5 (h) of the Mississippi Code defines an emergency as “any occurrence, or threat thereof, whether natural, technological, or man-made, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to loss of property;” and

WHEREAS, Section 33-15-5 (g) of the Mississippi Code defines a local emergency as “the duly proclaimed existence of conditions of disaster or extreme peril to the safety of person and property within the territorial limits of a...municipality caused by such conditions as...water pollution...or other natural or man-made conditions, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the political subdivision and require the combined forces of other subdivisions or of the state to combat;” and

WHEREAS, pursuant to Section 33-15-17 (b) of the Mississippi Code, the City “is authorized to exercise the powers vested under [Section 33-15-1, et seq.,] in light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations... and the expenditure of public funds....

NOW, THEREFORE, IT IS ORDERED that we the governing body of the City of Jackson, Mississippi, pursuant to the authority vested in the body by Section 33-15-17(d) of the Mississippi Code of 1972, as amended, and in the public interest and for the general welfare of the City of Jackson, do hereby approve of the continued need for a civil emergency for the entire City of Jackson for the reasons set forth in this Order.

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

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

* * * * *

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

WHEREAS, on February 18, 2020, the Jackson City Council, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, passed an Order Declaring the Need to Continue the State of Emergency that was issued on February 13, 2020 by Chokwe A. Lumumba, Mayor of the City of Jackson, Mississippi; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that flood waters and wide spread drainage system issues had affected several Jackson creeks, including, but not limited to: Belhaven Creek; Bogue Chitto Creek; Canney Creek; Eubanks Creek; Hanging Moss Creek; Lynch Creek; Purple Creek; Three Mile Creek; Town Creek; Travon Creek; and White Oak Creek; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that the flood waters and wide spread drainage system issues caused extensive damages to homes, business, public property, and threatened the safety of the citizens and property of the City of Jackson, Mississippi, requiring the exercise of extraordinary measures; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that all efforts should be taken to protect people and property in consideration of the health, safety, and welfare of the City’s residents and the protection of their property within the affected areas; and

WHEREAS, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022, March 29, 2022, April 26, 2022, May 24, 2022, June 21, 2022, July 19, 2022, August 30, 2022, September 27, 2022, October 25, 2022, November 22, 2022, December 20, 2022, January 31, 2023, February 28, 2023, March 21, 2023, April 25, 2023 and May 23, 2023, June 22, 2023, July 18, 2023, August 29, 2023, September 26, 2023, October 24, 2023, November 21, 2023, December 19, 2023, January 30, 2024, March 26, 2024, April 23, 2024, May 21, 2024 and June 18, 2024 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

WHEREAS, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, the Jackson City Council has again reviewed the need for continuing the local emergency and determined that the emergency should be continued.

IT IS THEREFORE HEREBY ORDERED that said Order Declaring the Need to Continue the Declared State of Emergency as delineated by the Jackson City Council, remains in full force and effect and shall be reviewed again in thirty (30) days in accordance with Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended.

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

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

* * * * *

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.

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

WHEREAS, Mary and Percy Jackson encountered significant damage to their automobile; and

WHEREAS, the damage to the automobile has been assessed and results in an estimated total repair cost of \$10,000.00; and

WHEREAS, the City Council acknowledges its responsibility to address claims fairly and promptly to maintain the trust and welfare of its residents.

NOW, THEREFORE, BE IT RESOLVED that the Jackson City Council authorize payment to Mary and Percy Jackson in the amount of \$10,000.00 for damage to their automobile.

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

President Lindsay recognized **Percy Jackson**, who provided a brief overview of said item.

After a thorough discussion, **President Lindsay** recognized **Council Member Stokes** and **Council Member Hartley** withdrew their motion and second.

RESOLUTION OF THE CITY COUNCIL OF JACKSON MISSISSIPPI VOTE OF NO CONFIDENCE IN THE CITY ATTORNEY DREW MARTIN.

WHEREAS, Drew Martin is employed as the current City Attorney and is tasked by the City of Jackson with the oversight and management of all aspects and functions of the City Attorney’s Office; and

WHEREAS, the City Attorney's duties include providing effective legal representation to the City and maintaining and creating relationships that reduce the City’s liability; and

WHEREAS, Drew Martin has increased the City Attorney Office ability to meet the standards and responsibilities of a City Attorney; and

WHEREAS, Drew Martin has provided leadership and has been responsive in handling the problems and concerns of the citizens of Jackson and the Jackson City Council; and

IT IS HEREBY RESOLVED that the Jackson City Council grants a vote of confidence in the City Attorney Drew Martin.

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

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

There came on for consideration, Agenda Item No. 44:

ORDER AUTHORIZING THE CONTRIBUTION OF FUNDS TO VARIOUS ORGANIZATIONS TO REDUCE THE LIKELIHOOD OF VIOLENCE RELATED JURY AND DEATH AND SUPPORT TRAUMA RECOVERY AND HEALING ACROSS JACKSON AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE ENTITIES RECEIVING FUNDS. Said item pulled by the Administration.

There came on for Discussion Item No. 45:

DISCUSSION: TRAFFIC LIGHT PROJECTS: President Lindsay recognized Council Member Stokes who requested information from the Mayor in regards to traffic light issues in the city. Mayor Chokwe Lumumba expressed that each week there is a status update that has been provided to the citizens and the list is decreasing weekly.

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There came on for Discussion Item No. 46:

DISCUSSION: CRIME: President Lindsay stated said item would be tabled until the next meeting at the request of Council Member Stokes.

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There came on for Discussion Item No. 47:

DISCUSSION: WHITE OAK CREEK REPAIRS: Council Member Foote stated that funds could possibly be taken from the Modernization Tax to help fund White Oak Creek repairs which would supplement the 2 million dollars that the county has received to help fund the project.

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There came on for Discussion Item No. 48:

DISCUSSION: STATUS OF RUBBISH LANDFILL: Council Member Hartley wanted to know the status of the landfill and whether or not it was operational due to it being a source of revenue for the city. Lakeshia Weathers of Solid Waste informed the council that the landfill was not closed, but it was out of space until the new cell is operational which will be August 15, 2024

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There came on for Discussion Item No. 49:

DISCUSSION: THALIA MARA HALL: Mayor Chokwe Antar Lumumba provided information regarding the status of Thalia Mara Hall and stated that upgrades will be done to the lighting and air conditioning. Council Member Banks asked about the compliance of Thalia Mara Hall and Mike Williams stated that any issues will be determined by an engineering report. Council Member Stokes asked if any shows have been canceled and Mr. Williams stated yes. Mr. Williams also informed the council that a new elevator would be installed due to the longevity of the current one in regard to ADA compliance.

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There came on for Discussion Item No. 50:

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

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There came on for Discussion Item No. 51:

DISCUSSION: LITIGATION LEGAL MATTERS:

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MONTHLY FINANCIAL REPORTS AS REQUIRED TO SECTION 21-35-13 OF THE MISSISSIPPI CODE ANNOTATED OF 1972. President Lindsay stated that all City Council members had received the monthly financial report for review.

- **Safiya Omari** announced the following:
 - Back to School Celebration & Supply Giveaway on August 17th, 9am – 12 p.m. at Jackson Zoo (2918 W. Capitol Street) Admission is free.
 - ASK ANTAR: Got a question? We're all ears! Share it with us by submitting inquiries at www.jacksonms.gov/ask-antar/.

Note: Council Member Hartley left the meeting.

President Lindsay announced that the meeting stand in recess for five (5) minutes due to loss of quorum. Hearing no objections, the meeting was recessed.

President Lindsay reconvened the recessed meeting.

Note: Council Member Grizzell joined the meeting via teleconference.

President Lindsay recognized **Vice President Grizzell** who moved, seconded by **Council Member Banks** to go into Closed Session to discuss Litigation Matters and Agenda Item No. 36. The motion prevailed by the following vote:

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

President Lindsay announced to the public that the Council voted to go into Closed Session to discuss litigation matters and Agenda Item No. 36

During Closed Session, **Council Member Banks** moved and **President Lindsay** seconded to go into Executive Session to discuss Agenda Item No. 36. The motion prevailed by the following vote:

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

President Lindsay announced that the Council voted to go into Executive Session to discuss litigation matters and Agenda Item No. 36.

Council Member Banks moved, seconded by **Vice President Grizzell** to come out of Executive Session. The motion prevailed by the following vote:

Yeas – Banks, Foote, Grizzell and Lindsay.
Nays – None.

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JULY 30, 2024 10:00 A.M.**

Absent – Hartley, Lee and Stokes.

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President Lindsay announced that the Council voted to come out of Executive Session and action was taken.

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During Executive Session, the Council took action on Agenda Item No. 36:

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE LAWSUIT CAPTIONED “NADER PAHLEVAN AND CRISTINA PAHLEVAN V. CITY OF JACKSON, ET AL.” IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 22-3834.

WHEREAS, on December 15, 2022, the Plaintiffs, Nader and Cristina Pahlevan, filed a lawsuit in the County Court of Hinds County, Mississippi, First Judicial District; Civil Action No.: 22-3834 against the City of Jackson Mississippi and other Defendants (hereinafter referred to as “the lawsuit”); and

WHEREAS, the parties, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit for \$7,500.00 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 \$7,500.00 in the lawsuit; 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.

Yeas – None.

Nays – Banks, Foote, Grizzell and Lindsay.

Absent – Hartley, Lee and Stokes.

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

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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 10:00 a.m. on August 6, 2024. At 1:01 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

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 8:35 a.m. Monday, August 5, 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) Ordinance adopting an amended district map establishing the City of Jackson, Mississippi’s ward designations for the election of council members. The meeting was convened in the Council Chambers located at 219 S. President Street at 10:00 a.m. on Tuesday, August 6, 2024 being the first Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Virgi Lindsay, Council President, Ward 7 (via teleconference); Brian Grizzell, Council Vice President, Ward 4; Ashby Foote, Ward 1; Angelique Lee, Ward 2 (via teleconference); Vernon Hartley, Ward 5 and Aaron Banks, Ward 6. Directors: Safiya Omari, Chief of Staff; Louis Wright, Chief Administrative Officer; Shanekia Jordan, Clerk of Council; Sabrina Shelby, Chief Deputy Clerk of Council and Drew Martin, City Attorney.

Absent: Kenneth Stokes, Ward 3.

The meeting was called to order by **Vice President Grizzell**.

There came on for Introduction, Agenda Item No. 1:

ORDINANCE ADOPTING AN AMENDED DISTRICT MAP ESTABLISHING THE CITY OF JACKSON, MISSISSIPPI’S WARD DESIGNATIONS FOR THE ELECTION OF COUNCIL MEMBERS. **Vice President Grizzell** requested that the Council suspend the rules to adopt said item.

Vice President Grizzell recognized **Council Member Lee** who moved, seconded by **President Lindsay**, to suspend the rules to allow for the adoption of the Ordinance effective immediately. The motion failed due to lack of a unanimous vote:

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

Vice President Grizzell recognized **Drew Martin, City Attorney** and **Terry Williamson, Legal Counsel**, who provided a brief overview of said item.

Thereafter, **Vice President Grizzell** stated that said item would be placed on the next Special Council agenda to be held on August 12, 2024.

Note: Council Member Banks joined the meeting during the discussion.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Special Council Meeting at 3:00 p.m. on August 12, 2024. At 10:19 a.m., the Council stood adjourned.

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 6, 2024 10:00 A.M.**

719

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

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 9:30 a.m. Tuesday, August 7, 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) Ordinance adopting an amended district map establishing the City of Jackson, Mississippi's ward designations for the election of council members. The meeting was convened in the Council Chambers located at 219 S. President Street at 3:00 p.m. on Monday, August 12, 2024 being the second Monday of said month, when and where the following things were had and done to wit:

Present: Council Members: Virgi Lindsay, Council President, Ward 7; Brian Grizzell, Council Vice President, Ward 4; Ashby Foote, Ward 1; Angelique Lee, Ward 2 (via teleconference); Vernon Hartley, Ward 5 and Aaron Banks, Ward 6. Directors: Chokwe Antar Lumumba, Mayor; Louis Wright, Chief Administrative Officer; Fidelis Malembeka, Chief Financial Officer; Shanekia Jordan, Clerk of Council; Sabrina Shelby, Chief Deputy Clerk of Council and Drew Martin, City Attorney.

Absent: Kenneth Stokes, Ward 3.

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

ORDINANCE ADOPTING AN AMENDED DISTRICT MAP ESTABLISHING THE CITY OF JACKSON, MISSISSIPPI'S WARD DESIGNATIONS FOR THE ELECTION OF COUNCIL MEMBERS.

WHEREAS, the Jackson City Council is required to redistrict the municipality in accordance with each decennial census, as proscribed by Mississippi Code Annotated, as amended, §21-8-7; and

WHEREAS, on Tuesday, April 23, 2024, the Jackson City Council held its first redistricting public meeting; and

WHEREAS, during this public meeting, the Jackson City Council used an interactive map to draw several sets of district lines for the City's seven wards; and

WHEREAS, on Tuesday, May 28, 2024, the Jackson City Council held a second public meeting where it drew additional maps for a total of five (5) maps; and

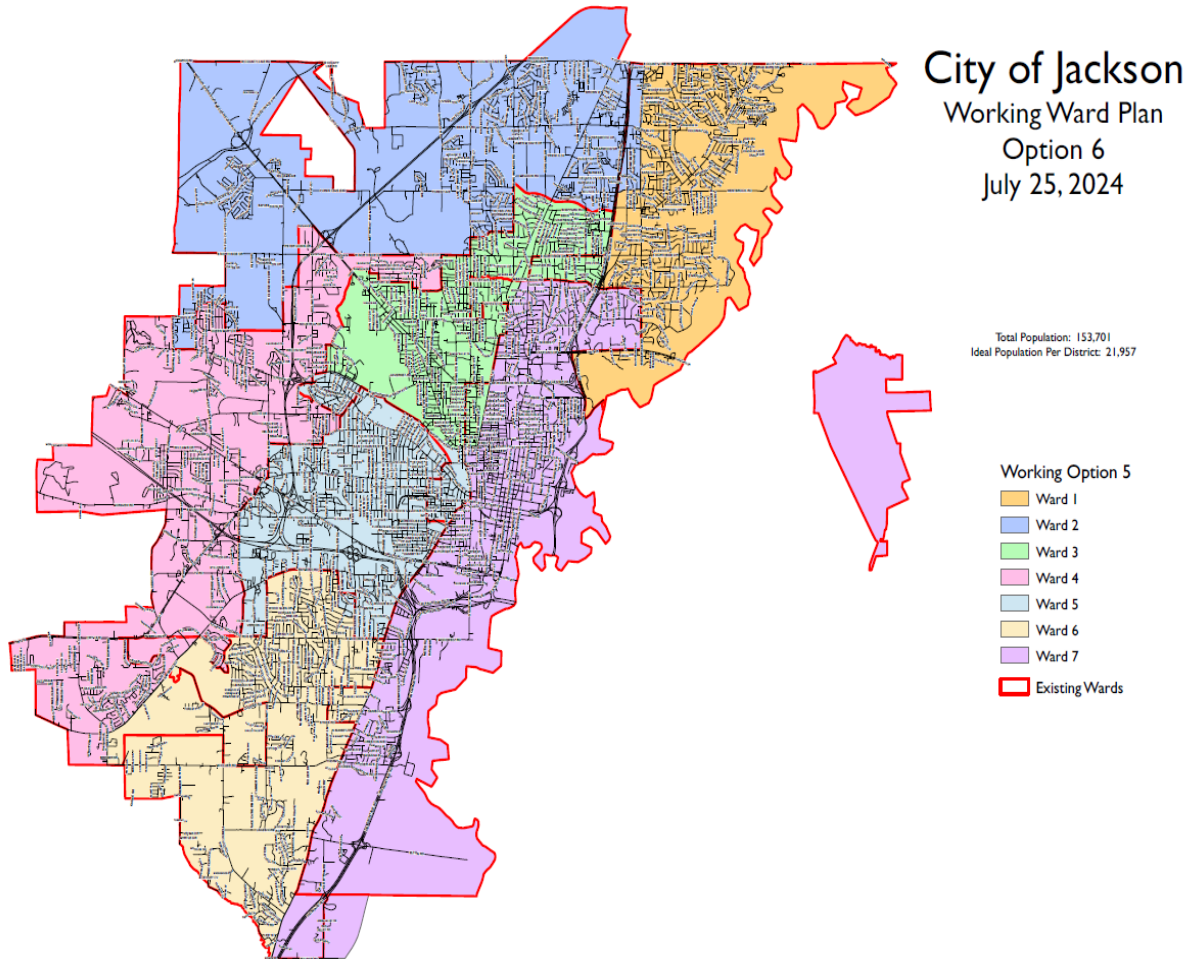
WHEREAS, the Jackson City Council subsequently held a public hearing on Monday, June 17, 2024 to ensure that citizens were informed and had ample opportunity to provide input and participate in the redistricting process; and

WHEREAS, the Jackson City Council held a final public meeting on Thursday, July 25, 2024, wherein the Council used an interactive map to draw a sixth (6th) map; and

WHEREAS, the Jackson City Council has fully and completely analyzed and evaluated all of the plans and comments submitted during the redistricting process and is of the opinion that Plan Option 6 meets the criteria adopted by the City Council, adheres to the requirements of the Voting Rights Act, and is the plan best suited for ensuring fair and effective City Council representation for all residents of the City of Jackson, Mississippi.

SECTION 1. NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI that Plan Option 6 is hereby adopted as the official district map for City Council ward designations and is hereby incorporated herein by reference.

SECTION 2. This Ordinance shall become effective, pursuant to Mississippi state law, thirty (30) days from and after passage.



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

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

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 August 13, 2024. At 3:22 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 13, 2024 10:00 A.M.**

BE IT REMEMBERED that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on August 13, 2024, being the second Tuesday of said month, when and where the following things were had and done to wit:

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

Absent: Angelique Lee, Ward 2.

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

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The invocation was offered by **Pastor Kenny Lewis of Redirection Church**.

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

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The following announcements were provided to open the meeting:

- **Council Member Foote** announced the following:
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 - Opened the meeting in memory of Judge Swanyerger.
- **Council Member Banks** announced the following:
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 - Mr. Clark and Mr. Stanton, members of the Amazing Church of God and Christ along with Alice Tisdale were recognized. Prayers were also provided for President Lindsay and Chief of Staff Dr. Safiya Omari on their loss.
- **Council Member Hartley** announced the following:
 - Encouragement was expressed for people to join the clean-up for Jackson State University.

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Note: Council Member Stokes joined the meeting.

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There came on for consideration Agenda Item No. 2, Public Hearing:

ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR AMAZING INSTITUTIONAL CHURCH TO ERECT A 32 SQ. FT. GROUND SIGN AT A 71/2 FT. IN HEIGHT WITHIN A (NMU-1) NEIGHBORHOOD MIXED-USE -1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQ. FT. FOR MONUMENT SIGNS.

President Lindsay recognized Mr. Ernest Stanton, who spoke in favor of granting Amazing Institution Church’s request for a sign variance to erect a 32 sq. ft. ground sign to a 7 ½ ft. in height within a (nmu-1) neighborhood mixed-use -1 zone which only allows a total of 15 sq. Ft. for monument signs

President Lindsay recognized Terry Coleman, Planning and Development, who provided an overview of said item.

There came on for consideration Agenda Item No. 3 Public Hearing:

ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR AMAZING INSTITUTIONAL CHURCH TO ERECT A 32 SQ. FT. GROUND SIGN AT A 7 1/2 FT. IN HEIGHT WITHIN A (NMU-1) NEIGHBORHOOD MIXED-USE -1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQ. FT. FOR MONUMENT SIGNS.

There was no opposition from the public.

President Lindsay requested that Agenda Item No. 19 be moved forward on the Agenda. Hearing no objection, the Clerk read the following:

ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR AMAZING INSTITUTIONAL CHURCH TO ERECT A 32 SQ. FT. GROUND SIGN AT A 7 1/2 FT. IN HEIGHT WITHIN A (NMU-1) NEIGHBORHOOD MIXED-USE -1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQ. FT. FOR MONUMENT SIGNS.

WHEREAS, the public health, safety, or general welfare of the community may require that variances be granted in specific cases as outlined in the City of Jackson Sign Ordinance, Sections 102-26, et seq., of the City of Jackson Code of Ordinances; and

WHEREAS, pursuant to Section 102- 40, no action by the City Council may be taken concerning a variance from the sign regulations until after a public hearing in relation thereto, at which parties in interest and the general citizenry shall have an opportunity to be heard; and

WHEREAS, no variance from the Sign Ordinance shall be passed by the City Council unless and until an application seeking the variance is filed with the City’s Signs and License Division, which such application containing, at a minimum, a legal description, location map, plot plan, the exact nature of the requested variance, the grounds upon which it is requested, and/or such other information as may be required by the Signs and License Division manager; and

WHEREAS, said variance application shall also demonstrate that:

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
2. The literal interpretation of the provisions of the Sign Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance
3. The special conditions and circumstances do not result from the actions of the applicant; and

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4. Granting the variance requested will not confer upon the applicant any special privilege that the Sign Ordinance denies to other similar lands, structures, or buildings in the same district; and

WHEREAS, The Amazing Institutional Church, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect a 32 sq. ft. ground sign at 7 ½ ft. in height within a Neighborhood Mixed Use 1 Zone which allows a total of 15 sq. ft. for monument signs.

IT IS, THEREFORE, ORDERED that The Amazing Institutional Church (approved) a variance from the Sign Ordinance regulations to erect a 32 sq. ft. ground sign at 7 ½. In height within a Neighborhood Mixed Use 1 Zone which allows a total of 15 sq. ft. for monument signs.

IT IS FURTHER ORDERED that City Council has considered the variance application and grants the variance requested therein based on a finding that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; the literal interpretation of the provision of the Sign Ordinance (would) deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance; the special conditions and circumstances do not result from actions of the applicant; and granting the variance requested (will not) confer upon the applicant any special privilege that the Sign Ordinance denies to other similar lands, structures, or buildings in the same district.

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

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

Nays – None.

Absent – Lee.

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President Lindsay requested that Agenda Item No. 17v be moved forward on the Agenda. Hearing no objection, the Clerk read the following:

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE LEFLEUR EAST FOUNDATION AND ACCEPTING THE LEFLEUR EAST FOUNDATION’S DONATION OF NUMEROUS UPGRADES, REPAIRS, REMODELS, AND THE INSTALLATION OF VARIOUS NEW RECREATIONAL FEATURES TO PARHAM BRIDGES PARK AT NO COST TO THE CITY, WHEN COMPLETED, SAID DONATION WILL TOTAL APPROXIMATELY SIX MILLION NINE HUNDRED AND THIRTY THOUSAND DOLLARS (\$6,930,000.00).

WHEREAS, the LeFleur East Foundation (LEF) wishes to donate various upgrades, repairs, and remodels (Project), at no cost to the City, to modernize, to increase security and public safety, to add several new recreational features and recreational activities, and to overhaul the tennis pro shop at Parham Bridges Park (Parham Bridges) located at 5055 Old Canton Road; and

WHEREAS, LEF is a nonprofit 501(c)(3) Mississippi based corporation, created to improve and enrich the quality of life for residents and businesses in the LeFleur East area of the City. LEF is currently in good standing with the Mississippi Secretary of State’s Office; and

WHEREAS, over the past several years, LEF has worked to put together a Masterplan for the Project, in doing so, LEF has discussed all aspects of the Project with various professionals and with the City’s Parks and Recreation Department. LEF has presented its Masterplan to the Parks and Recreation Department. The Parks and Recreation Department approves and supports the Project and requests approval for the City to accept LEF’s generous donation; and

WHEREAS, the Parks and Recreation Department requests that the Mayor be authorized to execute a detailed Memorandum of Understanding (MOU) that covers the entire Project. Said MOU will define the roles and responsibilities of each of the parties, describe the scope of the project, and outline the different phases of the Project; and

WHEREAS, a summary of the Project’s phases are as follows:

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- Miscellaneous:** This includes conceptual design; architectural and engineering construction documents; legal; accounting; and administration.
- Phase 01:** This includes the installation of a specialized three (3) hole, par 3 golf course (the course uses specialized golf balls with reduced flight that allows for the installation of said course within a dense urban area); installation of an asphalt park trail around the golf course; the installation of a fence around the entire Park and the installation of a gated Park entrance with a video security camera system; and the installation of new shade sails and synthetic turf for the playground.
- Phase 02:** This includes the demolition of the old parking lot and a new trail extension; installation of a new metal truss bridge; improvements to existing courts and the construction of eight (8) new courts; the construction of six (6) new pickleball courts; and wind screening and maintenance to existing courts.
- Phase 03:** This includes further demolition and clearing of the parking lot; a complete overhaul of the clubhouse (designed by CCD Architects); the construction of a centralized parking lot with one hundred and sixty-four (164) parking spaces (that will be enclosed by the fence and gate that surrounds the park and will be monitored by a security camera system); the construction of a new front entry sign and wayfinding signs along the trail; installation of new main entry gate and security camera system; and the completion of the perimeter fence.
- Phase 04:** This includes clearing trees, grading, erosion control; managing stormwater with the construction of a retention pond and stormwater bioswale; the construction of a new running track; and the construction of new pedestrian bridges.

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

WHEREAS, LEF's donation discussed in this Order is a true donation as it will primarily benefit the City and the City has a real, current, and foreseeable need for the donation. Further, LEF's donation is being fully implemented on City owned property. LEF understands and agrees that its donation will not grant it any ownership interest whatsoever in Parham Bridges Park, in any addition(s) made to the Park, or to any other City owned property. LEF further understands and agrees that its entire donation will become property of the City; 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, LEF's donation 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, LEF will solely fund the Project, with the City assisting with logistics, with labor, when available, and by providing City equipment, when needed. LEF will fund the Project via monetary donations, fundraisers, goods and services' donations, and by utilizing various community partners; and

WHEREAS, LEF agrees that it will ensure that funding is present and sufficient before beginning any significant work on any Phases of the Project. LEF further agrees that should any work from any phase of the Project commence and progress to a point wherein demolition and/or construction have occurred, it will be solely responsible for completing the work despite any additional funding it might have or have not collected; and

WHEREAS, LEF agrees that any contractors and/or subcontractors (or any other person and/or entity) that it hires, consults, employs, or otherwise utilizes for the Project will abide by the terms of the MOU. Further, LEF agrees that it shall only hire properly licensed, bonded, permitted, etc., contractors and/or subcontractors to work on this project and will create and maintain a list of all contractors and/or subcontractors working on this project and will provide a copy of this list to the Director of the Parks and Recreation Department, or his designee. LEF further agrees to provide the City with copies of all applicable certificates of insurance, licensing information, bonding information, etc., from all contractors and/or subcontractors who work on this project. LEF also agrees to ensure that both payment and performance surety bonds, if/when needed, are obtained and the City is added as an additional insured to any such bond. LEF agrees to provide copies of any such bond(s) to the City; and

WHEREAS, LEF agrees to monitor the entire Project to ensure that all work is being performed in a workman like manner according to standard practices. Any contractor and/or subcontractor hired or otherwise utilized by LEF agrees to ensure that all Project work complies with all local, state, and federal rules and regulations and agrees to ensure that all work adheres to applicable Building Codes. LEF and any contractor and/or subcontractor hired or otherwise utilized by LEF will also ensure that all required building permits are properly obtained; and

WHEREAS, LEF agrees to add the City as an additional insured on any applicable insurance policy or policies it obtains for this project. Any contractor and/or subcontractor hired or otherwise utilized by LEF agrees to list the City as an additional insured on any applicable insurance policy or policies obtained by the contractor and/or subcontractor. LEF further agrees that the City is an intended third-party beneficiary to any contracts and/or agreements LEF enters regarding this Project. LEF agrees that language shall be added to any such contract and/or agreement that expressly states that the City is a third-party beneficiary to that contract and/or agreement; and

WHEREAS, LEF agrees that it is solely responsible for providing any and all applicable insurance coverage for any of its employees and/or agents who assist with this project and agrees that it is solely responsible for providing said employees and/or agents any workers' compensation insurance, unemployment insurance, or other such insurance that may be required by local, state, and/or federal law. LEF agrees to hold the City of Jackson harmless for any injuries and/or damages sustained by any persons that occur during this Project. LEF also agrees, should any of its employees, agents, volunteers, etc., assist in this project, they do so at their own risk and the City of Jackson is not responsible for any injuries and/or damages sustained by any such person; and

WHEREAS, any contractor and/or subcontractor hired or otherwise utilized by LEF for this Project agrees that it is solely responsible for providing any and all applicable insurance coverage for any of its employees and/or agents who assist with this Project and agrees that it is solely responsible for providing said employees and/or agents any workers' compensation insurance, unemployment insurance, or other such insurance that may be required by local, state, and/or federal law. Any contractor and/or subcontractor hired or otherwise utilized by LEF agrees to hold the City of Jackson harmless for any injuries and/or damages sustained by any persons that occur during this Project. Any contractor and/or subcontractor hired by LEF also agrees, should any of its employees, agents, volunteers, etc., assist in this project, they do so at their own risk and the City not responsible for any injuries and/or damages sustained by any such person; and

WHEREAS, both LEF and any contractor and/or subcontractor hired or otherwise utilized by LEF understand and agree that, while said Project is being performed, none of their employees, agents, subcontractors, etc., will be considered City employees and that all such persons are employees, agents, subcontractors, etc., of their respective organizations; and

WHEREAS, LEF agrees that should any contractor and/or subcontractor begin work on the Project and be unable to complete their portion of the Project, for any reason whatsoever, that LEF will locate and hire a new contractor and/or subcontractor and agrees to fully pay the new contractor and/or subcontractor to successfully complete that portion of the Project; and

WHEREAS, LEF agrees to fully pay any contractor and/or subcontractor it hires or otherwise utilizes for this project and understands that the City will not be liable for any costs whatsoever that are associated with this Project and will not be liable for any cost overages; and

WHEREAS, LEF agrees that it will not allow a lien to be obtained and/or placed on the City’s property in relation to the nonpayment of any debts associated with this Project and further agrees to wholly satisfy any such lien; and

WHEREAS, the Parks and Recreation Department will oversee this Project and will appoint a contact person(s) who will work with LEF, and any contractor and/or subcontractor hired or otherwise utilized by LEF, to ensure that the Project is proceeding as planned. The Parks and Recreation Department will work and/or coordinate with any other City Department and/or Division, as needed, to confirm that all proper building codes are being followed, that any and all building permits are being obtained, to make certain that all required paperwork is completed, and to ensure that the City retains copies of all required paperwork; and

WHEREAS, LEF understands that its donation will not cause it to receive any preferential treatment in any of its dealings with the City; and

WHEREAS, LEF agrees to complete and execute any documents that may be needed to ensure that all applicable warranties in relation to this Project are transferred to the City; and

WHEREAS, it is in the best interests of the City of Jackson to accept LEF’s generous donation of upgrades, repairs, and construction for Parham Bridges Park because said donation will increase safety at the Park, will add new recreational activities, will increase patronage of the Park, and the City is not required to monetarily contribute to this Project.

IT IS, THEREFORE, ORDERED that the City of Jackson accepts LEF’s donation pursuant to the terms of this Order and to the terms of the corresponding Memorandum of Understanding.

IT IS FURTHER ORDERED that the Memorandum of Understanding related to this Order shall be fully incorporated into this Order and shall be reprinted, along with this Order, in the Minutes that cover this City Council meeting.

IT IS FURTHER ORDERED that the Mayor is authorized to execute the Memorandum of Understanding that covers this Project and is authorized to execute any other documents and/or agreements necessary to effectuate this Order and its corresponding Memorandum of Understanding.

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

President Lindsay recognized **Dr. Clay Hayes, Chairman of the LeFleur East Foundation Board**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – Lee.

President Lindsay requested that Discussion Item No. 36 be moved forward on the Agenda. Hearing no objection, the following was discussed:

DISCUSSION: ICE MILLER UPDATE: **Michael Stroud** and **Jarrold Loadholt** provided a presentation on the Federal Advocacy Update and provided goals to continue to coordinate efforts with the Council and the City.

President Lindsay requested that Agenda Item No. 11 be moved forward on the Agenda. Hearing no objection, the Clerk read the following:

ORDER APPOINTING JENNIFER WELCH TO THE PLANNING BOARD OF THE CITY OF JACKSON.

WHEREAS, the Planning Board is comprised of fifteen (15) members that includes two (2) members from each Ward and one (1) At Large member who each serve four-year terms; and

WHEREAS, on January 18, 2024, the City Council confirmed the Mayor’s appointment of Chris Myers to the Planning Board who moved from Ward 7 to Ward 1 to fill the board vacancy for Ward 1 with a term that began on December 1, 2023 and will expire on December 1, 2027; and

WHEREAS, the Mayor, after evaluation and review of her qualifications, has appointed Jennifer Welch to fill the Planning Board vacancy for Ward 7 with a term to begin on August 1, 2024.

President Lindsay moved adoption; **Vice President Grizzell** seconded.

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

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

- Yeas – Foote, Grizzell and Lindsay.
- Nays – Banks and Stokes.
- Abstain – Hartley.
- Absent – Lee.

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

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

President Lindsay moved, seconded by **Council Member Foote** to reconsider the previous item. The motion prevailed by the following vote:

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

President Lindsay requested that the Clerk read the order:

ORDER APPOINTING JENNIFER WELCH TO THE PLANNING BOARD OF THE CITY OF JACKSON.

WHEREAS, the Planning Board is comprised of fifteen (15) members that includes two (2) members from each Ward and one (1) At Large member who each serve four-year terms; and

WHEREAS, on January 18, 2024, the City Council confirmed the Mayor’s appointment of Chris Myers to the Planning Board who moved from Ward 7 to Ward 1 to fill the board vacancy for Ward 1 with a term that began on December 1, 2023 and will expire on December 1, 2027; and

WHEREAS, the Mayor, after evaluation and review of her qualifications, has appointed Jennifer Welch to fill the Planning Board vacancy for Ward 7 with a term to begin on August 1, 2024.

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

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

Note: Council Member Stokes returned to the meeting.

President Lindsay requested that Agenda Items No. 12 and 13 be moved forward on the Agenda. Hearing no objection, the Clerk read the following:

ORDER AUTHORIZING THE MAYOR TO REAPPOINT ALEX LAWSON TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD.

WHEREAS, the Jackson Redevelopment Authority Board consists of seven (5) members nominated by the Mayor for a term of five (5) years; and

WHEREAS, the term has expired for the Ward Two representative; and

WHEREAS, Alex Lawson of Ward Two, after evaluation of his qualifications, has been nominated by the Mayor to be reappointed.

IT IS, THEREFORE, ORDERED that the Mayor’s appointment of Alex Lawson to the Jackson Redevelopment Authority Board be confirmed with said term to expire August 13, 2029.

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

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

After a thorough discussion, **President Lindsay** and **Council Member Banks** withdrew their motion and second. Said item would be tabled until the next Regular Council Meeting to be held on August 27, 2024 at 10:00 a.m.

ORDER AUTHORIZING THE MAYOR TO REAPPOINT CHARLES TAYLOR TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD.

WHEREAS, the Jackson Redevelopment Authority Board consists of seven (5) members nominated by the Mayor for a term of five (5) years; and

WHEREAS, the term has expired for the Ward Two representative; and

WHEREAS, Charles Taylor of Ward Two, after evaluation of his qualifications, has been nominated by the Mayor to be reappointed.

IT IS, THEREFORE, ORDERED that the Mayor’s appointment of Charles Taylor to the Jackson Redevelopment Authority Board be confirmed with said term to expire August 13, 2029.

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

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

President Foote recognized **Charles Taylor**, who gave his personal statement and answered questions posed to him by Council Members.

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

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

The following individuals provided public comments during the meeting:

- **Calandra Davis** expressed concerns about her water being turned off and her experience of being harassed by JXN Water staff members.
- **Shilans and Anthony Smylie** expressed concerns in regards to shooting in their home.
- **Lavon Williams** expressed concerns regarding operations of the Union Station, JTran, and the building Jackson.
- **Bettersten Robinson** expressed concerns about an abandoned house next to her residence.

Note: Council Member Stokes left the meeting.

President Lindsay requested that Agenda Item No. 28 and 29 be moved forward on the Agenda. Hearing no objection, the Clerk read the following:

ORDER OF THE JACKSON CITY COUNCIL AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE AUDIT ENGAGEMENT LETTER WITH TANN, RUSS & BROWN, PLLC AS SET FORTH IN THE MS CODE ANNOTATED SECTION 21-8-13(2) FOR SAID FIRM TO PROVIDE AUDITING SERVICES FOR THE CITY OF JACKSON’S STATE TORT CLAIMS FUND FOR THE YEAR ENDED SEPTEMBER 30, 2023.

WHEREAS, Tann, Brown & Russ Co., PLLC is a public accounting and consulting firm located 1501 Lakeland Drive in Jackson, Mississippi. The firm’s multi-person, professional staff includes several certified public accountants, and among the Firm’s partners and staff members are CPAs who also hold professional certifications in forensic accounting, business valuation and governmental accounting and finance; and

WHEREAS, Tann, Brown & Russ Co., PLLC is a long-time member of the American Institute of CPA’s (AICPA) Private Companies Practice Section, a voluntary self-regulatory organization of accounting firms whose purpose is to foster quality performance within the accounting profession in the area of accounting and auditing services provided to non-public companies; and

WHEREAS, periodic independent peer reviews of the firm’s professional practice have consistently shown that it is in full compliance with the strict quality control standards set by the AICPA; and

WHEREAS, the firm will audit the financial statements of the State Tort Claims Fund of the City of Jackson, Mississippi, including the related notes to the financial statements, which collectively comprise the basic financial statements of the State Tort Claims Fund of the City of Jackson, Mississippi, as of and for the year ended September 30, 2023; and

WHEREAS, Tann, Brown & Russ Co., PLLC fees for these services and the separate audit of the City of Jackson’s Annual Comprehensive Financial Report (ACFR) will be based on the actual time spent at our standard hourly rates but will not exceed \$310,000 without prior authorization. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audits, and are as follows:

Partner \$360
Manager \$335
Senior \$210
Staff \$120

Our invoices for these fees will be rendered each month as work progresses and are payable within 45 days. The above fee is based on anticipated cooperation from City personnel, including the requested information being timely provided to us, and the assumption that unexpected circumstances will not be encountered during the audit; and

WHEREAS, the firm will adhere to the following deadline, except for delays caused by the City of Jackson or its employees:

Present State Tort Claims Fund Audit Report to City Council March 11, 2025.

WHEREAS, Tann, Brown & Russ Co., PLLC agrees to be bound to the following provisions:

1. Scope of Services (Deliverables) and Period of Performance. The Auditor shall undertake and complete the scope of work as set forth in the March 1, 2024, audit engagement letter for the City of Jackson – State Tort Claims Fund, which is attached and made a part of the minutes.

2. Employment Status. During the entire term of this Engagement, the individual(s) from whom services are agreed upon via this Engagement shall be considered as the Auditor, and is not an employee of the COJ. The COJ, therefore, will not provide fringe benefits, nor will it maintain any duties of an Employer with respect to the Auditor.

3. Termination. Either party may terminate the Engagement by providing the other with a written notice to terminate at least seven (7) days prior to the termination. The parties may mutually terminate the Engagement by written acknowledgement at any time during the term of the Engagement.

4. Anticipated Deadlines. All deadlines are subject to delays caused by City of Jackson or its employees.

Inventory Observation Testwork	September 30, 2024
Commence Audit Field Work	November 04, 2024
Complete Audit Field Work	January 3, 2025
Receive Draft ACFR from Finance Manager	January 17, 2025
Complete review of draft ACFR	February 14, 2025
Present ACFR and Reports to City Council	March 11, 2025

5. Record Retention and Access to Records. Auditor shall maintain and make available to COJ any financial records, supporting documents, statistical records pertinent to the services performed under this Engagement. These records shall be maintained for at least five (5) years; however, if any litigation or other legal action by or on behalf of the City has begun that is not completed at the end of the five (5) year period, or if audit findings, litigation or other legal actions have not been resolved at the end of the five (5) year period, the records shall be retained until resolution.

6. Modification or Amendment. Modifications, changes or amendments to this Engagement may be made upon mutual agreement of the parties hereto; however, any change, supplement, modification or amendment of any term, provision or condition of this Engagement must be in writing and signed by both parties hereto. The City reserves the right to change the specifications of this Agreement at any time. In the event such

specifications are changed, the parties will negotiate any price adjustment that results from the change, if any, and such changes, modifications or amendments shall be reduced to writing and signed by both parties in order to give them legal force and effect.

7. **Assignment.** Auditor shall not assign or otherwise transfer the obligation incurred on its part pursuant to the terms of this Engagement without prior written consent of COJ. Any attempted assignment or transfer of its obligation without such consent shall be wholly void.

8. **Waiver.** Failure of either party to insist upon strict compliance with any terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be modification of the terms of this Engagement.

9. **Indemnification.** Auditor agrees to indemnify, defend, save and hold harmless COJ from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Auditor and/or its agents or employees in the performance of this Engagement. Auditor's obligation to indemnify, defend and pay for the defense, or at the City's option, to participate and associate with the City in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations shall be initiated by the City's notice of claim for indemnification to Auditor. The Auditor's evaluation of liability or its inability to evaluate liability shall not excuse Auditor's duty to defend. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the City entirely responsible shall excuse performance of this provision by the Engagement. In such case City shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual multiple liability, costs and fees shall be apportioned accordingly. In conjunction herewith, the City agrees to notify Auditor as soon as practicable after receipt or notice of any claim involving Auditor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

10. **Governing Law and Legal Remedies.** This Engagement shall be construed and governed in accordance with the laws of the State of Mississippi. Auditor expressly agrees that under no circumstances shall COJ be obligated to pay an attorney's fee or the cost of legal action to the Auditor.

11. **Severability.** If any term or provision of this Engagement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Engagement shall not be affected thereby and each term and provision of this Engagement shall be valid and enforceable to the fullest extent permitted by law.

12. **Availability of Funds.** It is expressly understood and agreed that the obligation of the City to proceed under any Engagement or Agreement is conditioned upon the availability of funds, the appropriation of funds by the City Council, and/or the receipt of state and/or federal funds.

- a. **Termination.** If at any time the funds anticipated for the fulfillment of this Engagement or Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi or City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise, available to the City for the performance of this Engagement or Agreement, the City shall have the right, upon ten (10) days written notice to the Auditor, to terminate this Engagement and/or Agreement without damage, penalty, cost, or expenses to the City of any kind whatsoever. The effective date of termination shall be as specified in the notice or at the end of any fiscal funding period wherein the funds are not available.

13. **Disputes.** Any dispute concerning a question of fact under this Engagement which is not disposed of by agreement shall be decided by a majority vote of the Jackson City

Council or the Mayor. This decision shall be reduced to writing and a copy thereof mailed or furnished to the Auditor and shall be final and conclusive.

14. **Compliance with Laws.** Auditor shall comply with all applicable laws, regulations, policies and procedures of the United States or the State of Mississippi that may affect the performance of services under this Engagement. Specifically, but not limited to, Auditor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Engagement because of race, creed, color, sex, age, national origin or disability.

15. **Special Terms and Conditions.** It is agreed and understood by each party to this Engagement that there are no special terms and conditions.

16. **General.** The COJ shall be notified of any potential conflict of interest resulting from the representation of other clients. If such conflicts cannot be resolved to the COJ's satisfaction, the COJ reserves the right to terminate this Engagement.

17. **Notice.** Any notice required or permitted to be given under this Engagement shall be in writing and sent by United States Certified Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth below:

FOR CITY: Council President, Virgi Lindsay
219 South President Street
Jackson, MS 39205

WITH COPIES TO: Mayor Chokwe A. Lumumba
Office of the Mayor
219 South President Street
Jackson, MS 39201

FOR AUDITOR: Scott A. Hodges,
Tann, Brown & Russ Co., PLLC
1501 Lakeland Drive, Suite 300
Jackson, MS 39216

IT IS, THEREFORE, ORDERED that the Council President be authorized to execute an Audit Engagement Letter from Tann, Russ & Brown for said firm to provide auditing services for the City of Jackson's State Tort Claims Fund for the fiscal year ended September 30, 2023, consistent with the terms delineated in this Order.

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

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

Nays – None.

Absent – Lee and Stokes.

* * * * *

ORDER OF THE JACKSON CITY COUNCIL AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE AUDIT ENGAGEMENT LETTER WITH TANN, RUSS & BROWN, PLLC AS SET FORTH IN THE MS CODE ANNOTATED SECTION 21-8-13(2) FOR SAID FIRM TO PROVIDE AUDITING SERVICES FOR THE YEAR ENDED SEPTEMBER 30, 2023.

WHEREAS, Tann, Brown & Russ Co., PLLC is a public accounting and consulting firm located 1501 Lakeland Drive in Jackson, Mississippi. The firm's multi-person, professional staff includes several certified public accountants, and among the Firm's partners and staff members are CPAs who also hold professional certifications in forensic accounting, business valuation and governmental accounting and finance; and

WHEREAS, Tann, Brown & Russ Co., PLLC is a long-time member of the American Institute of CPA's (AICPA) Private Companies Practice Section, a voluntary self-regulatory organization of accounting firms whose purpose is to foster quality performance within the

accounting profession in the area of accounting and auditing services provided to non-public companies; and

WHEREAS, periodic independent peer reviews of the firm’s professional practice have consistently shown that it is in full compliance with the strict quality control standards set by the AICPA; and

WHEREAS, the firm will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Jackson as of and for the year ended September 30, 2023; and

WHEREAS, the firm will adhere to the following deadlines, except for delays caused by the City of Jackson or its employees:

Inventory Observation Testwork	September 30, 2024
Commence Audit Field Work	November 04, 2024
Complete Audit Field Work	January 3, 2025
Receive Draft ACFR from finance manager	January 17, 2025
Complete review of draft ACFR	February 14, 2025
Present ACFR and Reports to City Council	March 11, 2025

WHEREAS, Tann, Brown & Russ Co., PLLC fees for these services and the separate audit of the City of Jackson's State Tort Claims Fund will be based on the actual time spent at our standard hourly rates but will not exceed \$310,000 without prior authorization. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audits, and are as follows:

- Partner \$360**
- Manager \$335**
- Senior \$210**
- Staff \$120**

Our invoices for these fees will be rendered each month as work progresses and are payable within 45 days. The above fee is based on anticipated cooperation from City personnel, including the requested information being timely provided to us, and the assumption that unexpected circumstances will not be encountered during the audit; and

WHEREAS, Tann, Brown & Russ Co., PLLC agrees to be bound to the following provisions:

- 1. Scope of Services (Deliverables) and Period of Performance.** The Auditor shall undertake and complete the scope of work as set forth in the March 1, 2024, audit engagement letter for the City of Jackson – Annual Comprehensive Financial Report (ACFR), which is attached and made a part of the minutes.
- 2. Employment Status.** During the entire term of this Engagement, the individual(s) from whom services are agreed upon via this Engagement shall be considered as the Auditor, and is not an employee of the COJ. The COJ, therefore, will not provide fringe benefits, nor will it maintain any duties of an Employer with respect to the Auditor.
- 3. Termination.** Either party may terminate the Engagement by providing the other with a written notice to terminate at least seven (7) days prior to the termination. The parties may mutually terminate the Engagement by written acknowledgement at any time during the term of the Engagement.
- 4. Anticipated Deadlines.** All deadlines are subject to delays caused by City of Jackson or its employees.

Inventory Observation Testwork	September 30, 2024
Commence Audit Field Work	November 04, 2024
Complete Audit Field Work	January 3, 2025

Receive Draft ACFR from finance manager	January 17, 2025
Complete review of draft ACFR	February 14, 2025
Present ACFR and Reports to City Council	March 11, 2025

5. Record Retention and Access to Records. Auditor shall maintain and make available to COJ any financial records, supporting documents, statistical records pertinent to the services performed under this Engagement. These records shall be maintained for at least five (5) years; however, if any litigation or other legal action by or on behalf of the City has begun that is not completed at the end of the five (5) year period, or if audit findings, litigation or other legal actions have not been resolved at the end of the five (5) year period, the records shall be retained until resolution.

6. Modification or Amendment. Modifications, changes or amendments to this Engagement may be made upon mutual agreement of the parties hereto; however, any change, supplement, modification or amendment of any term, provision or condition of this Engagement must be in writing and signed by both parties hereto. The City reserves the right to change the specifications of this Agreement at any time. In the event such specifications are changed, the parties will negotiate any price adjustment that results from the change, if any, and such changes, modifications or amendments shall be reduced to writing and signed by both parties in order to give them legal force and effect.

7. Assignment. Auditor shall not assign or otherwise transfer the obligation incurred on its part pursuant to the terms of this Engagement without prior written consent of COJ. Any attempted assignment or transfer of its obligation without such consent shall be wholly void.

8. Waiver. Failure of either party to insist upon strict compliance with any terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be modification of the terms of this Engagement.

9. Indemnification. Auditor agrees to indemnify, defend, save and hold harmless COJ from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Auditor and/or its agents or employees in the performance of this Engagement. Auditor's obligation to indemnify, defend and pay for the defense, or at the City's option, to participate and associate with the City in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations shall be initiated by the City's notice of claim for indemnification to Auditor. The Auditor's evaluation of liability or its inability to evaluate liability shall not excuse Auditor's duty to defend. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the City entirely responsible shall excuse performance of this provision by the Engagement. In such case City shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual multiple liability, costs and fees shall be apportioned accordingly. In conjunction herewith, the City agrees to notify Auditor as soon as practicable after receipt or notice of any claim involving Auditor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

10. Governing Law and Legal Remedies. This Engagement shall be construed and governed in accordance with the laws of the State of Mississippi. Auditor expressly agrees that under no circumstances shall COJ be obligated to pay an attorney's fee or the cost of legal action to the Auditor.

11. Severability. If any term or provision of this Engagement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Engagement shall not be affected thereby and each term and provision of this Engagement shall be valid and enforceable to the fullest extent permitted by law.

12. Availability of Funds. It is expressly understood and agreed that the obligation of the City to proceed under any Engagement or Agreement is conditioned upon the availability of funds, the appropriation of funds by the City Council, and/or the receipt of state and/or federal funds.

a. **Termination.** If at any time the funds anticipated for the fulfillment of this Engagement or Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi or City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise, available to the City for the performance of this Engagement or Agreement, the City shall have the right, upon ten (10) days written notice to the Auditor, to terminate this Engagement and/or Agreement without damage, penalty, cost, or expenses to the City of any kind whatsoever. The effective date of termination shall be as specified in the notice or at the end of any fiscal funding period wherein the funds are not available.

13. **Disputes.** Any dispute concerning a question of fact under this Engagement which is not disposed of by agreement shall be decided by a majority vote of the Jackson City Council or the Mayor. This decision shall be reduced to writing and a copy thereof mailed or furnished to the Auditor and shall be final and conclusive.

14. **Compliance with Laws.** Auditor shall comply with all applicable laws, regulations, policies and procedures of the United States or the State of Mississippi that may affect the performance of services under this Engagement. Specifically, but not limited to, Auditor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Engagement because of race, creed, color, sex, age, national origin or disability.

15. **Special Terms and Conditions.** It is agreed and understood by each party to this Engagement that there are no special terms and conditions.

16. **General.** The COJ shall be notified of any potential conflict of interest resulting from the representation of other clients. If such conflicts cannot be resolved to the COJ's satisfaction, the COJ reserves the right to terminate this Engagement.

17. **Notice.** Any notice required or permitted to be given under this Engagement shall be in writing and sent by United States Certified Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth below.

FOR CITY: Council President, Virgi Lindsay
219 South President Street
Jackson, MS 39205

WITH COPIES TO: Mayor Chokwe A. Lumumba
Office of the Mayor
219 South President Street
Jackson, MS 39201

FOR AUDITOR: Scott A. Hodges,
Tann, Brown & Russ Co., PLLC
1501 Lakeland Drive, Suite 300
Jackson, MS 39216

IT IS, THEREFORE, ORDERED that the Council President be authorized to execute an Audit Engagement Letter from Tann, Russ & Brown for said firm to provide auditing services for the fiscal year ended September 30, 2023, consistent with the terms delineated in this Order.

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

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

Nays – None.

Absent – Lee and Stokes.

* * * * *

ORDER ACCEPTING PAYMENT OF \$1,860.80 FROM AFICS/ THE GENERAL INSURANCE COMPANY ON BEHALF OF THEIR INSURED CAMALLE WALKER AS A VEHICLE DAMAGE SETTLEMENT.

IT IS HEREBY ORDERED by the City Council for the City of Jackson, Mississippi, that the City Attorney or designee, be authorized to execute all necessary documents and accept payment in the amount of \$1,860.80 as a vehicle property damage by Risk Management for damages sustained to City of Jackson vehicle SUV-0049 on December 06, 2023.

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

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

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

23-2588	24-1056	24-836	22-653	24-695	23-663
23-1576	24-1058	23-1024	22-2153	24-25	22-301
23-1574	22-114	24-743	24-1026	24-23	24-1165
23-1569	24-1073	24-749	24-1172	24-18	24-646
24-1055	24-326	24-746	24-840	22-773	23-1565

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

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

WHEREAS, hearings were held on July 9, 2024; and

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

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

1) **Case #23-2588: Parcel #209-36** located at 158 Pine Ridge Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

2) **Case #23-1576: Parcel #209-83** located at 2665 Pine Tree Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

3) **Case #23-1574: Parcel #209-85** located at 2719 Pine Tree Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

4) **Case #23-1569: Parcel #209-14** located at 2756 Pine Tree Dr.: After hearing testimony from Sandra F. James, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Sandra F. James shall be afforded thirty (30) days until August 8, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

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

5) **Case #24-1055 Parcel #209-87** located at 2733 Pine Tree Dr.: After hearing testimony from Martie Craddieth, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Martie Craddieth shall be afforded sixty (60) days until September 9, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$750.00. Ward 5

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

6) **Case #24-1056: Parcel #209-88** located at 0 Pine Tree Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

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

7) **Case #24-1058: Parcel #209-89** located at 2745 Pine Tree Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

8) **Case #22-114: Parcel #209-60** located at 132 Pine Lawn Pl.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated

as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

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

9) **Case #24-1073: Parcel #209-25** located at 113 Pine Lawn Pl.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

10) **Case #24-326: Parcel #116-4** located at 229 Parkside Pl.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

11) **Case #24-836: Parcel #131-77** located at 1529 First Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

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

12) **Case #23-1024: Parcel #629-235** located at 4410 Larchmont St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

13) **Case #24-743: Parcel #613-160** located at 217 Archer Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

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

14) **Case #24-749: Parcel #613-177** located at 256 Archer Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

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

15) **Case #24-746: Parcel #613-158** located at 225 Archer Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

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

16) **Case #22-653: Parcel #855-155** located at 1465 Bass Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

17) **Case #22-2153: Parcel #606-119** located at 2835 Arbor Hills Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

18) **Case #24-1026: Parcel #606-211** located at 2889 Arbor Hills Dr.: After hearing testimony from Patrick Beadle, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Patrick Beadle shall be afforded seven (7) days to enter into a repair agreement and sixty (60) days until September 16, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7

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

19) **Case #24-1172: Parcel #611-265** located at 3542 Ridgcrest Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

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

20) **Case #24-840: Parcel #606-403** located at 3056 LaSalle St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

21) **Case #24-695: Parcel #611-50** located at 274 Mason Blvd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

22) **Case #24-25: Parcel #611-113** located at 444 Creston Ave.: After hearing testimony from Pomeka Kelly, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Pomeka Kelly shall be afforded thirty (30) days to clean the exterior of the property and six (6) months until February 2025 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7

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

23) **Case #24-23: Parcel #611-155** located at 427 Creston Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

24) **Case #24-18: Parcel #611-141** located at 321 Creston Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

25) **Case #22-773: Parcel #611-330** located at 205 Creston Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

26) **Case #23-663: Parcel #611-149** located at 369 Creston Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

27) **Case #22-301: Parcel #611-321** located at 113 Creston Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

28) **Case #24-1165: Parcel #611-145** located at 357 Creston Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

29) **Case #24-646: Parcel #833-281** located at 2141 McDowell Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

30) **Case #23-1565: Parcel #210-7** located at 2337 Belvedere Dr.: After hearing testimony from Jason Redmond, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Jason Redmond shall be afforded sixty (60) days until September 9, 2024 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 6

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

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

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

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

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

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

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

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

APPROVAL OF THE JULY 16, 2024 REGULAR CITY COUNCIL MEETING MINUTES.

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

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

APPROVAL OF THE JULY 25, 2024 REGULAR CITY COUNCIL MEETING MINUTES.

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

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

ORDER APPROVING CLAIMS NUMBER 30571 to 30635 APPEARING AT PAGES 250 TO 278 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$5,760,303.45 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 30571 to 30635 appearing at pages 250 to 278, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$5,760,303.45 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	749,028.76
TECHNOLOGY FUND	556,282.37
PARKS & RECR. FUND	118,813.08
BUSINESS IMPROV FUND (LANSCP)	5,596.99
LANDFILL/SANITATION FUND	889,219.98
FIRE PROTECTION	338,835.53
STATE TORT CLAIMS FUND	111,002.83
REPAIR & REPLACEMENT FUND	2,700.00
DISABILITY RELIEF FUND	87,552.59
KELLOGG FOUNDATION PROJECT	18,000.00

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 13, 2024 10:00 A.M.**

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PAYROLL FUND	185.39
HOUSING COMM DEV ACT (CDBG) FD	27,693.52
EMERGENCY SHELTER GRANT (ESG)	21,217.31
TITLE III AGING PROGRAMS	26,667.00
1% INFRASTRUCTURE TAX	222,791.02
TRANSPORTATION FUND	515,525.24
FONDREN BUSINESS IMPROV FUND	8,703.11
CONVEN REFUNDING SERIES 2013A	968,968.75
MODERNIZATION TAX	441,124.69
2019 ED BRYNE MEMORIAL JUSTICE	3,955.20
PLANNING AND DEV GRANTS	5,610.00
CDBG COVID CARES	43,102.22
2021 G.O. REFUNDING BOND	272,750.00
ZOOLOGICAL PARK	38,839.89
LIBRARY FUND	171,704.16
WATER/SEWER CON FD 2013-\$89.9M	18,665.83
DFA-SB2971-TOUGALOO CENTER	3,248.00
DFA-SB2971-PETE BROWN GOLF	531.00
DFA-THALIA MARA HALL \$2M	15,200.00
DFA-EUBANKS HB1353	42,000.00
NLC-MUNICIPAL REIMAGINING COMM	4,133.73
BELHAVEN COMMUNITY IMPROVEMENT	3,073.66
2023 FONDREN TIF DEBT SERVICE	27,581.60
TOTAL	<u>\$5,760,303.45</u>

Vice President Grizzell moved adoption; **President Lindsay** seconded.

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

Note: **Council Member Stokes** returned to the meeting.

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

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

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

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 30571 TO 30635 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 30571 to 30635 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$90,953.33 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.

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 13, 2024 10:00 A.M.**

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

FROM:	TO ACCOUNTS PAYABLE FUND	TO PAYROLL FUND
GENERAL FUND		2,586,249.40
PARKS & RECR FUND		86,394.48
LANDFILL FUND		20,207.19
SENIOR AIDES		3,449.87
WATER/SEWER OPER & MAINT		60,416.21
PAYROLL	\$90,953.33	
HOUSING COMM DEV		5,125.23
TITLE III AGING PROGRAMS		5,939.50
TRANSPORTATION FUND		18,308.93
PEG ACCESS-PROGRAMMING FUND		5,451.86
2020 SAKI GRAND DOJ		7,405.71
ZOOLOGICAL PARK		28,272.83
NLC-MUNICIPAL REIMAGINING COMM		7,745.57
TOTAL		\$2,834,966.78

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

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

Nays – None.

Absent – Grizzell and Lee.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN OFFICE SPACE LEASE AGREEMENT WITH JACKSON HMA, LLC FOR THE JACKSON POLICE DEPARTMENT FOR A TERM OF TWO (2) YEARS FOR THE SUM OF \$0.00.

WHEREAS, the City of Jackson Police Department (JPD) has been granted an opportunity to execute a lease agreement with Jackson HMA, LLC, with its principal office located at 4000 Meridian Blvd., Franklin, TN 37067, to provide office space for Precinct One; and

WHEREAS, Jackson HMA, LLC proposes a two-year lease agreement with JPD beginning August 1, 2024, and expires on June 30, 2026; and

WHEREAS, the office space is located at 1850 Chadwick Drive, Jackson, MS 39204, Suite 351 and 353 (Merit Health Central) in Precinct One; and

WHEREAS, Jackson HMA, LLC will allow JPD to lease the space at no cost to the City and will also provide JPD with gas, electricity, water, and sewer utilities; and

WHEREAS, there exists a need for office space at the Jackson Police Department and a need for increased police presence in Precinct One; and

WHEREAS, the City rejects the right to waive a trial by jury concerning any litigation, action, proceeding, or counterclaim related to this lease agreement and further rejects any and all clauses contrary to the Miss. Const. Art. 4 Section 100 and state law.

IT IS, THEREFORE, ORDERED that the Mayor is hereby authorized to execute an office lease space agreement with Jackson HMA, LLC for Precinct One at 1850 Chadwick Drive (Merit Health Central) for a term of two (2) years for \$0.00 dollars per month under the terms outlined in the lease agreement.

Council Member Stokes moved adoption; Council Member Banks seconded.

President Lindsay recognized Wendell Watts, Assistant Chief of the Jackson Police Department, who provided a brief overview of said item.

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

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

Note: Council Member Grizzell returned to the meeting.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A TEMPORARY USE AGREEMENT WITH RAYMOND INVESTMENTS, LLC FOR A POLICE SUBSTATION FOR THE JACKSON POLICE DEPARTMENT (PRECINCT ONE) FOR A TERM OF TWELVE (12) MONTHS FOR THE SUM OF \$0.00.

WHEREAS, the City of Jackson Police Department has an opportunity to execute a temporary use license agreement with Raymond Investments, LLC, with its principal office located at 10990 Wilshire Blvd., Suite 325 Los Angeles, CA 90024, to provide a police substation for officers to assist citizens and increase police presence in the area of the shopping center; and

WHEREAS, the proposed police substation is located at 2106 Raymond Road, Jackson Mississippi 39212, Suite H; and

WHEREAS Raymond Investments, LLC (Licensor) proposes a one-year agreement commencing on August 1, 2024, and expiring on July 31, 2025, unless revoked by the Licensor for cause or as otherwise provided in the agreement, and thereafter on a month-to-month basis, with either party having the right to terminate this agreement with ninety (90) days prior written notice one to the other for any reason or for no reason; and

WHEREAS, the Licensor offers the City a license to use this space as a police substation for Precinct One at no cost to the City and agrees to meter and pay for normal/standard utilities for the licensed area. The Jackson Police Department agrees to use its best efforts to conserve energy; and

WHEREAS, the JPD’s obligations under the agreement are to occupy the licensed areas with uniformed officers from time to time, keep operable marked police vehicles on the shopping center from time to time, and cause increased patrols of the shopping center; and

WHEREAS, the City rejects any and all clauses contrary to the Miss. Const. Art. 4 Section 100 and state law.

IT IS HEREBY ORDERED that the Mayor is authorized to execute the Temporary Use License Agreement with Raymond Investments, LLC to provide a police substation for Precinct One commencing on August 1, 2024, and expiring on July 31, 2025, at no cost to the City of Jackson and for the benefit of the Jackson Police Department.

Council Member Stokes moved adoption; Council Member Hartley seconded.

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

ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS, G.V. SONNY MONTGOMERY VA MEDICAL CENTER POLICE (GVSMVAMC) AND THE JACKSON MISSISSIPPI POLICE DEPARTMENT (JPD) FOR INTER-AGENCY COORDINATION FOR REQUESTS FOR LAW ENFORCEMENT EMERGENCY ASSISTANCE.

WHEREAS, The GVSMVAMC and the Jackson Police Department intend to establish a working relationship as a means of reinforcing interagency coordination and responsibility concerning law enforcement, emergency response requests for assistance, and physical security and access control operations at GVSMVAMC located at 1500 Woodrow Wilson Drive, in Jackson, MS 39216; and

WHEREAS, The GVSMVAMC is in the City of Jackson and has concurrent jurisdiction with the Federal Government over GVSMVAMC hospital's properties. This jurisdiction grants local police agencies and the authority to jointly enforce Federal and state laws with VA Police on GVSMVAMC properties; and

WHEREAS, GVSMVAMC Police will maintain law and order and enforce Federal and state laws and VA regulations at GVSMVAMC including the parking lots, for the protection of property owned or occupied by the VA and persons on the property and provide primary initial response to any and all incidents or emergency situations at the main Medical Center and national cemetery; and

WHEREAS, effective upon signature and date the Jackson Police Department will respond to the main Medical Center and National Cemetery, GVSMVAMC Police Service's requests for assistance such as:

- A. Armed Hostage taking situations until the until the appropriate Federal agencies (FBI) can respond to assume control.
- B. Armed Robberies of funds, drugs or properties where the individuals leave VA police jurisdiction.
- C. Vehicle accident investigations which may result in non-injuries, injuries, or death involving the VA Police Patrol vehicles.
- D. Any major incident that would require additional officers for traffic control to allow emergency vehicles a clear access to the facility.
- E. Provide additional Officers when needed to assist with the physical arrest of a violent/disorderly person(s) who pose a serious threat to VA patients, visitors, medical staff or themselves.
- F. Provide assistance in the transportation of prisoner(s) who have been arrested at the main Medical Center and national cemetery, GVSMVAMC Police Services on occasions when there are not enough VA police officers on duty.
- G. Authorize access to and use of Jackson Police Department central dispatch and patrol units in the field for VA police.
- H. Provide investigative assistance in officer involved shootings if FBI response is delayed.
- I. Share training resources on Crisis Intervention Teams; and

WHEREAS, the provisions of this MOU are effective upon signature and date and will be reviewed every 3 years, or as required. This agreement may be unilaterally suspended or cancelled by either side upon giving at least 180 days written notice to the other party. This MOU does not create additional jurisdiction or limit or modify existing jurisdiction vested in the parties. This MOU is intended exclusively to provide guidance and documents an agreement for general support between the parties. Nothing contained herein creates or extends any right, privilege, or benefit to any person or entity. Other areas of mutual interest may arise where services and support from one party of this MOU is required by the other party of this MOU. This MOU is not meant to limit those instances nor prohibit cooperation outside the above listed situations set forth and agreed upon.

IT IS THEREBY ORDERED that the Mayor of the City of Jackson be authorized to enter into an agreement with the United States Department of Veterans Affairs, G.V. Sonny

Montgomery VA Medical Center Police (GVSMVAMC) in accordance with terms of the Memorandum of Understanding.

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

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

* * * * *

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 August 17, 2024, and ending August 16, 2025.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to enter into a licensure subscription agreement with Environmental Systems Research Institute, Inc. (ESRI) for the use of geographic information system (GIS) software, location intelligence, and mapping software term beginning August 17, 2024, and ending August 16, 2025.

IT IS FURTHERMORE ORDERED that Environmental Systems Research Institute, Inc. (ESRI) shall be paid an amount not to exceed \$28,565.00 for the subscription.

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

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

* * * * *

ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM ONE (1) VENDOR AND AUTHORIZING PAYMENT TO GENERAL WILLIAMS DBA GCW PAVEMENT SERVICES.

WHEREAS, the Transit Services Division of the Department of Planning and Development had need of certain necessary parts, equipment, and services necessary to the operation and maintenance of the City’s transit system; and

WHEREAS, the Transit Services Division had to demolition a damaged bus shelter bench located on the corner of State and Fortification Street, as it proposed a safety issue; and

WHEREAS, due to emergency circumstances, the purchase and procurement of these necessary parts, equipment, and services was done without prior approval of the City Purchasing Manager; and

WHEREAS, the parts and equipment set forth in the invoices were delivered and used in the safety, operation, and maintenance of the City’s transit system; and

WHEREAS, in order to ensure the continued safety, proper operation, and maintenance of the City’s transit system, the Transit Services Division is requesting that the purchases and procurement of services from General Williams dba GCW Pavement Services for Seven Hundred Dollars (\$700.00) be ratified.

IT IS, THEREFORE, ORDERED that the purchases and procurement of services from one (1) vendor be ratified and payment authorized to General Williams dba GCW Pavement Services for Seven Hundred Dollars (\$700.00).

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

President Lindsay recognized **Jhai Keeton, Director of Planning and Development, Drew Martin, City Attorney, and Christine Welch, Transit Services** who provided a brief overview of said item.

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR GCW PAVEMENT SERVICES, LLC FOR THE INSTALLATION OF TRASH RECEPTACLES IN THE NEW BUS SHELTERS THROUGHOUT THE PUBLIC TRANSPORTATION SYSTEM (JTRAN) FOR FISCAL YEAR 2024.

WHEREAS, the City of Jackson Planning and Development/Transit Services Division must maintain all bus stops and shelter throughout the public transportation system (JTRAN); and

WHEREAS, June 30, 2024, Planning and Development Department /Transit Services Division received one (1) quote for professional services to install ten (10) trash receptacles in the new bus shelters; and

WHEREAS, it is the City of Jackson intentions to award a purchase order to GCW Pavement Services, LLC to install ten (10) trash receptacles in the new bus shelters for Fiscal Year 2024; and

WHEREAS, the Planning and Development Department/Transit Services will use funds from the Federal Transit Administration (FTA) at eighty percent (80%) with a local match of twenty percent (20%) from the FY2024 Transit Budget; and

WHEREAS, the total amount of the purchase order is four thousand and five hundred dollars (\$4,500.00), in which Three Thousand and Nine Hundred Dollars (\$3,900.00) is covered by FTA and Seven Hundred and Nine Hundred Dollars (\$900.00) will be covered by local match from the FY2024 Transit budget.

IT IS, THEREFORE, ORDERED, that the Mayor is authorized to execute a purchase order for GCW Pavement Services to install ten (10) trash receptacles in the new bus shelters for FY2024.

IT IS FURTHER ORDERED that the total amount expended to GCW Pavement Services, LLC during the term of the purchase order shall not exceed Four Thousand and Five Hundred Dollars (\$4,500.00) covered by FTA funds and Six Hundred Dollars \$600.00 will be covered by local match from the FY20214 Transit budget.

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

President Lindsay recognized Jhai Keeton, Director of Planning and Development who provided a brief overview of said item.

Thereafter, President Lindsay called for a vote on said item:

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

* * * * *

ORDER DECLARING PARCEL NUMBER 409-157 AS SURPLUS PROPERTY AND AUTHORIZING THE SALE OF THE PARCEL PURSUANT TO SECTION 21-17-1(11)(a)(ii) OF THE MISSISSIPPI CODE.

WHEREAS, Section 21-17-1(11)(a) of the Mississippi Code authorizes the governing authorities of a municipality to sell, lease, donate, or convey municipal property, that is not needed for municipal purposes, without having to advertise for and accept concealed competitive written bids and without appraisals if the governing authorities find, upon review of its minutes, that (1) the property is blighted and located in a blighted area; (2) sale of the property, as provided by law, is not necessary for the financial welfare of the municipality; and (3) the use of the property for which is to be sold will promote and foster development and improvement in the community in which it is located and the civic, social, cultural, economic or industrial welfare thereof; and

WHEREAS, pursuant to Section 21-17-1(11)(b), if the governing authorities propose to sale, lease, donate, or convey property not needed for municipal purposes, pursuant to Section 21-17-1(11)(a), any deed or instrument of conveyance executed to the authority grant shall contain a reverter clause stating that the title to the property will revert to the municipality if the purchaser, lessee, or donee does not fulfill the purpose for which the property was conveyed and satisfies all conditions imposed on the conveyance within two (2) years of the date of conveyance; and

WHEREAS, the City of Jackson is the owner of certain real property described in an instrument recorded in Deed Book 5024 at Page 0273 in the Office of the Chancery Clerk of the First Judicial District of Hinds County; and

WHEREAS, the property described in Deed Book 5024 at Page 0273 has been assigned Parcel # 409-157; and

WHEREAS, the physical address of the subject property is 0 Oakland Avenue, and the legal description for the subject property is as follows:

Lot five (5), Block F. Part two (2), of Shady Oaks Subdivision, a map or plat of which is on file and of record in the office of the Chancery Clerk of Hinds County, at Jackson, Mississippi, in Plat Book 5, at Page 47 thereof, reference to which is made as part of and in aid of this description; and

WHEREAS, Raquel C. Milton, whose mailing address is 211 Huntington Hollow, Brandon, Mississippi 39047 submitted an application to the Department of Planning’s Surplus Property Division expressing an interest in purchasing the property for the purpose of residential yard extension; and

WHEREAS, municipal departments were notified of the existence of the property on February 1, 2024, and afforded ample opportunity to indicate need within five (5) business days; and

WHEREAS, on February 15, 2024, the Surplus Property Committee verified that the subject property is blighted and located in a blighted area; and

WHEREAS, the Surplus Property Committee voted to recommend that the governing authorities declare the subject property surplus and sell it to Raquel Milton in the amount of Three Hundred Fifty Dollars and Zero Cents (\$350.00) in accordance with Section 21-17-1(11)(b); and

WHEREAS, the Surplus Property Committee voted that the deed shall include a reverter clause for tree removal on the subject property; and

WHEREAS, the subject property is undeveloped land and is not presently being used by the municipality; and

WHEREAS, a sale of the property as provided by laws requiring competitive advertisement and appraisals are not needed for the financial welfare of the City of Jackson; and

WHEREAS, the use of the property for the purpose of which it will be sold will promote and foster social, cultural, and moral welfare of the community in which it is located; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the sale of the subject property upon receipt of \$350.00 from Raquel Milton; and

WHEREAS, the best interest of the City of Jackson would be served by declaring the property referenced in this order surplus and authorizing a sale pursuant to Section 21-17-1(11) of the Mississippi Code.

IT IS HEREBY ORDERED that the property described in Deed Book 5024 at Page 0273 in the First Judicial District of Hinds County Chancery Clerk’s Office and having the physical address of 0 Oakland Avenue and identified as Parcel #409-157 shall be declared surplus.

IT IS HEREBY ORDERED that a sale of the property described in Deed Book 5024 at Page 0273 and identified as Parcel # 409-157 using competitive advertising and appraisals are not needed for the financial welfare of the municipality; therefore, a sale in accordance with Section 21-17-1(11) is proper.

IT IS, THEREFORE, ORDERED that no transfer or conveyance of the subject property shall occur until such time that the sale fee of \$350.00 has been paid by Raquel Milton.

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

President Lindsay recognized **Mya Lee, Minority Business Manager** who provided a brief overview of said items.

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

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

ORDER AUTHORIZING THE MAYOR TO SUBMIT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT THE CITY OF JACKSON’S 2024 ONE-YEAR ACTION PLAN OF THE 2020-2024 CONSOLIDATED PLAN.

WHEREAS, the City of Jackson receives, on an annual basis, federal funds 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. The purpose of the funding is to provide a suitable living environment, decent housing, and expanded economic opportunities; and

WHEREAS, on May 18, 2024, HUD provided formal notice of the City’s Fiscal Year 20224 (FY24) allocations for the Office of Community Planning and Development’s formula programs as follows:

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 13, 2024 10:00 A.M.**

752

Community Development Block Grant (CDGB)	\$1,784,212.00
Emergency Solutions Grant (ESG)	\$153,452.00
HOME Investment Partnerships (HOME)	\$813,109.00
Housing Opportunities for Persons with AIDS (HOPWA)	\$1,613,530.00

WHEREAS, as a condition of receiving these funds, the City must develop a proposed plan for the distribution of the funds through the community and provide citizens thirty (30) days to comment on the FY 2024 Annual Action Plan; and

WHEREAS, on July 3, 2024, the City of Jackson published in the Clarion-Ledger, the Mississippi Link, Northside Sun, Jackson Advocate, and LaNoticia notice of a Public Review Meeting to solicit comments on the City’s 2024 Action Plan at the City Hall on July 9, 2024; and

WHEREAS, on July 23, 2024, the final public hearing was held at the Warren Hood Building, Andrew Jackson Conference Room to present the DRAFT 2024 One-Year Action Plan of the 2020-2024 Consolidated Plan; and

WHEREAS, the draft of the One-Year Action Plan of projects has been prepared and is available on the City’s website, with written comments accepted from citizens until August 5, 2024.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to submit to the U.S. Department of Housing and Urban Development the 2024-2025 Annual Action Plan which includes: \$1,784,212.00 in Community Development Block Grant (CDBG) funds; \$813,109.00 in HOME Investment Partnership (HOME) funds; \$153,452.00 in Emergency Solutions Grant (ESG) funds, and \$1,613,530.00 in Housing Opportunities for Persons with Aids (HOPWA) funds for a total of \$4,364,303.00; and to execute all required certifications, forms, and contractual documents related to this program year.

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

President Lindsay recognized **Reginald Jefferson, Housing and Community Development** who provided a brief overview of said items.

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

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

* * * * *

**ORDER RATIFYING EMERGENCY PROCUREMENT OF REPAIRS TO THE
WILLIE MORRIS LIBRARY BY J & J ASSOCIATES, INC.**

WHEREAS, the Willie Morris Library suffered interior water damage as a result of a plumbing leak; and

WHEREAS, the initial cleanup of the Willie Morris Library required the removal of carpet tiles, damaged gypsum board, and other finishes; and

WHEREAS, the plumbing leak caused extensive damage to the men’s restroom that prevents its use; and

WHEREAS, the Mayor invoked the City’s emergency procurement process due to the damage and its impact on the use of the library, a copy of the Declaration Invoking the Emergency Procurement Process being attached hereto and incorporated in this order; and

WHEREAS, pursuant to the emergency procurement process, the Mayor has executed a contract with J & J Associates, Inc. for the repairs to the Willie Morris Library in a total amount of \$86,362.40, a copy of which is attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the emergency contract with J & J Associates, Inc., a Mississippi corporation, for repairs to the Willie Morris Library in a total amount of \$86,362.40, a copy of which is attached hereto, is ratified.


DECLARATION INVOKING THE EMERGENCY
PROCUREMENT PROCEDURE

I. REQUEST

On January 28, 2023, a water service line broke at Willie Morris Library, 4912 Old Canton Road, causing water damage inside the building. To minimize damage to the building over a weekend, ServPro was contacted to remove water damaged materials to prevent mold and mildew. Another contractor will have to be brought in to repair the walls, floors, and sheetrock that was removed.

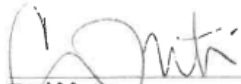
Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize contract to make repairs to the Willie Morris Library, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from me. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.


Robert Lee, P.E.
Director, Department of Public Works

5/19/23
DATE

II. REVIEWED AND APPROVED


Torri Martin
City Attorney

6/2/23
DATE


Fidelis Malembeka
Chief Financial Officer

06/13/23
DATE


Louis Wright
Chief Administrative Officer

6/13/23
DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the damage to the Willie Morris Library constitutes an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that a contract to make repairs to the Willie Morris Library, is authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved, effective 6/13/23.


CHOKWE A. LUMUMBA
Mayor

6/13/23
DATE

AIA® Document A101® - 2017

Standard Form of Agreement Between Owner and Contractor
where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 13 day of July in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«City of Jackson»
«219 South President Streets»
«Jackson, Mississippi 39201»
«Telephone:»

and the Contractor:
(Name, legal status, address and other information)

«J & J Associates «Inc.»»
«793 Jasmine Courts»
«Post Office Box 68071»
«Jackson, Mississippi 39206»

for the following Project:
(Name, location and detailed description)

«Willie Morris Library Water Damage Renovations»
«4912 Old Canton Roads»
«Jackson, Mississippi 39211»

The Architect:
(Name, legal status, address and other information)

«This Project does not have an Architect»

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General and Supplementary Conditions), Specifications, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than «ninety» («90») calendar days from the date of commencement of the Work.

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[REDACTED] By the following date: [REDACTED]

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
[REDACTED]	[REDACTED]

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~Eighty-Six Thousand Three Hundred Sixty-Two and 40/100 dollars~~ (\$ ~~86,362.40~~), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
[REDACTED]	[REDACTED]

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
[REDACTED]	[REDACTED]	[REDACTED]

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
[REDACTED]	[REDACTED]

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
[REDACTED]	[REDACTED]	[REDACTED]

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

~~\$100.00 per day~~

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

[REDACTED]

ARTICLE 5 PAYMENTS

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§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to City by the, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Materials placed on job site	\$ 25,000.00
Substantial Completion	\$ 25,000.00
Building complete, job complete	\$ 36,362.40

§ 5.1.3 The Owner shall make payment of the amount after the first two phases to the Contractor not later than forty-five (45) days after the Owner receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on completion of the phase of work described in Section 5.1.2.

§ 5.1.5 Applications for Payment shall include a certification that the phase of work for which the application is being submitted is complete.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: (Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

~~In lieu of retainage, the sum of \$36,362.40 is being held until final completion.~~

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

[REDACTED]

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

[REDACTED]

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

~~Because the sum of \$36,362.40 is being withheld until final completion, in lieu of retainage, Contractor agrees that there is no retainage to include in the submission of its Pay Application for Substantial Completion.~~

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

1. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment.

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§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

~~«The Owner's final payment to the Contractor shall be made no later than 30 days after the City of Jackson Building Maintenance Division Manager determines that the Contractor has fully performed the Contract consistent with Section 5.2.1.1 above.»~~

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

~~«() % per month or any portion thereof.»~~

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

« Not Applicable »

« »

« »

« »

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

Litigation

Other *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

~~«Termination fee not applicable to this contract.»~~

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

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(Name, address, email address, and other information)

«Stanley Arnold »
«658 South Jefferson Street, Jackson, Mississippi 39201 »
«sarnold@jacksonms.gov »
« »
« »
« »
« »

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

«Julius Martin »
«P.O. Box 68071 »
«Jackson, MS 39206 »
«Physical Address: 793 Jasmine Court, Jackson, MS 39206-2818 »
«jandjassocinc@aol.com »
« »

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A201-2017, General Conditions and Supplementary Conditions.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A201-2017, General Conditions and Supplementary Conditions.

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™-2017, General Conditions of the Contract for Construction

.5 Drawings

Number	Title	Date
N/A		

.6 Specifications

Section	Title	Date	Pages
Section 1	Willie Morris Lib Finish Notes	10-11-23	3

.7 Addenda, if any:

Number	Date	Pages
N/A		

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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages



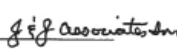
Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Supplementary Conditions		April 26, 2024	19

9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

February 20, 2024 Proposal of J & J Associates for Willie Morris Library, 4912 Old Canton Road

This Agreement entered into as of the day and year first written above.

 _____ OWNER (Signature) Chokwe A. Lumumba (Printed name and title)	 _____ CONTRACTOR (Signature) Julius Martin (Printed name and title)	 _____ J & J Associates, Inc. President (Printed name and title)
--	---	---

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SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.1 DESCRIPTION

- A. The following Supplementary Conditions modify the "General Conditions of the Contract for Construction," AIA Document A201, 2007. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect. In the event of a conflict between the General Conditions of the Contract for Construction, Section 00 73 13 shall control even if the conflicting provision in the General Conditions of the Contract for Construction is not expressly revised or deleted by reference in Section 00 73 13.
- B. The General Conditions may also be supplemented or amplified elsewhere in the Contract Documents by provisions located in, but not necessarily limited to, Division 1 of the Specifications.
- C. Throughout the General Conditions, where the General Conditions refer to "Architect," the phrase "Owner's Representative" should be substituted, unless otherwise indicated by these Supplementary Conditions.
- D. Throughout the General Conditions, where the General Conditions use the phrases, "and Architect" or "or Architect," those phrases should be deleted.

1.2 SUPPLEMENTS

ARTICLE 1 - GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS:

Delete Article 1.1.1. in its entirety and substitute the following:

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General and Supplementary), the description of the work required, the Contractor's Proposal, and Modifications issued after the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Owner's Representative.

1.1.2 THE CONTRACT

Delete throughout Article 1.1.2:

The words, "and Architect's consultants."

Delete the last sentence of Article 1.2.2.

1.1.5 Delete Article 1.1.5 in its entirety.

1.1.7 Delete Article 1.1.7 in its entirety.

1.1.9 MISCELLANEOUS DEFINITIONS

Add the following:

The term "products" as used in these Supplementary Conditions includes materials, systems and equipment.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.4 Add the following Article 1.2.4:

It is the intent of the Contract Documents that the Contractor shall properly execute and complete the Work described by the Contract Documents, and unless otherwise provided in the Contract, the Contractor shall provide all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, whether temporary or permanent and whether or not incorporated in the Work, in full accordance with the Contract Documents and reasonably inferable from them as necessary to produce the intended results.

1.2.5 Add the following Article 1.2.5:

The Contract Documents shall be interpreted collectively, each part complementing the others and consistent with the intent of the Contract Documents. Unless an item shown or described in the Contract Documents is specifically identified to be furnished or installed by the Owner or others or is identified as "Not In Contract" ("N.I.C."), the Contractor's obligation relative to that item shall be interpreted to include furnishing, assembling, installing, finishing, and/or connecting the item at the Contractor's expense to produce a product or system that is complete, appropriately tested, and in operable condition ready for use or subsequent construction or operation by the Owner or separate contractors. The omission of words or phrases for brevity of the Contract Documents, the inadvertent omission of words or phrases, or obvious typographical or written errors shall not defeat such interpretation as long as it is reasonably inferable from the Contract Documents as a whole.

Words or phrases used in the Contract Documents which have well-known technical or construction industry meanings are to be interpreted consistent with such recognized meanings unless otherwise indicated.

Except as noted otherwise, references to standard specifications or publications of associations, bureaus, or organizations shall mean the latest edition of the referenced standard specification or publication as of the date of the Advertisement of Bids.

In the case of inconsistency within the Specifications, the better quality or greater quantity of Work shall be provided in accordance with the Owner's Representative's interpretation.

Generally, portions of the Contract Documents written in longhand take precedence over typed portions, and typed portions take precedence over printed portions.

Any doubt as to the meaning of the Contract Documents or any obscurity as to the wording of them, shall be promptly submitted in writing to the Owner's Representative for written interpretation, explanation, or clarification.

1.5 OWNERSHIP AND USE OF DRAWINGS SPECIFICATIONS, AND OTHER INSTRUMENTS OF SERVICE

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SUPPLEMENTARY CONDITIONS

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1.5.1 Delete Article 1.5.1 in its entirety

1.5.2 Delete Article 1.5.2 in its entirety

1.7 DIGITAL DATA USE AND TRANSMISSION

Delete Article 1.7 in its entirety.

1.8 BUILDING INFORMATION MODELS USE AND RELIANCE

Delete Article 1.8 in its entirety.

ARTICLE 2 - OWNER

2.2 EVIDENCE OF THE OWNER'S FINANCIAL ARRANGEMENTS

2.2.1 Delete Article 2.2.1 in its entirety.

2.2.2 Delete Article 2.2.2 in its entirety.

2.2.3 Delete Article 2.2.3 in its entirety.

2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.3.2 Delete Article 2.3.2 in its entirety.

2.3.3 Delete Article 2.3.3 in its entirety.

2.3.4 Delete Article 2.3.4 in its entirety.

2.4 OWNER'S RIGHT TO STOP THE WORK

2.4 Delete Article 2.4 in its entirety and insert the following:

2.4 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Article 12.2 or fails to carry out Work in accordance with the Contract Documents or fails to perform any of its obligations under the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Article 6.1.3.

The rights and remedies under this Article 2.4 are in addition to and do not in any respect limit any other rights of the Owner, including its termination rights under Article 14.

2.5 OWNER'S RIGHT TO CARRY OUT THE WORK

2.5 Delete the phrase, "and compensation of the Architect's additional services..." from the second sentence of Article 2.5.

ARTICLE 3 - CONTRACTOR

3.1 GENERAL

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- 3.1.1 Add the following at the end of Article 3.1.1:
- The relationship of Contractor to Owner shall be that of independent contractor, and nothing in the Contract Documents is intended to nor should it be construed as creating any other relationship, expressed or implied, between Owner and Contractor.
- 3.1.3 Delete the phrase, "either by activities or duties of the Architect in the Architect's administration of the Contract, or..." from Article 3.1.3.
- 3.4 LABOR AND MATERIALS
- 3.4.2 Add the following to the end of Article 3.4.2:
- Some parts of the Specifications may not allow substitution of materials, products or equipment. Where substitution is allowed the request for substitution will only be considered if made in strict accordance with the requirements of Article 3.4.4.
- 3.4.4 Add the following Article 3.4.4:
- After the Contract has been executed, the Owner may consider a request for the substitution of products in place of those specified.
- By making requests for substitutions, the Contractor:
- 1 Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respect to that specified;
 - 2 Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
 - 3 Certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently becomes apparent; and
 - 4 Shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects at its costs.
- All substitutions shall be submitted within 30 days of the Notice to Proceed.
- 3.4.5 Add the following Article 3.4.5:
- Contractor represents that it has independently investigated, considered and understands the labor conditions in the area surrounding the Project and acknowledges that such conditions may impact the Contractor's cost and/or time of performance of the Contract. Therefore, Contractor further represents that the Contract Price is based upon Contractor's independent investigations into such labor conditions and that the Contract time is reasonable and the date of Substantial Completion is obtainable. As a result, Contractor assumes the risk of increased costs, if any, incurred by it arising out of or related to such labor conditions and acknowledges that Contractor and its surety will reimburse Owner for any additional costs Owner incurs arising out of or related to such labor conditions.
- 3.4.6 Add the following Article 3.4.6:
- E-Verification: Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification
- Page 4 SUPPLEMENTARY CONDITIONS Willie Morris Library
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- system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit. See E-Verification / Good Faith Compliance attached.
- 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS
- 3.7.1 Delete Article 3.7.1 in its entirety and insert the following:
- The Contractor shall secure and pay for the building permit and all other permits, fees, licenses, inspections and all other approvals and charges necessary for proper execution and completion of the Work.
- 3.7.3 Delete the words "knowing it to be" from Article 3.7.3.
- 3.7.4 Delete the last sentence of Article 3.7.4.
- 3.9 SUPERINTENDENT
- 3.9.2 Delete Article 3.9.2 in its entirety and insert the following:
- The Contractor, as soon as practicable after award of the Contract, shall notify the Owner of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Owner may notify the Contractor, stating whether the Owner (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Owner to provide notice within the 14-day period shall constitute notice of no reasonable objection.
- 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES
- 3.10.3 Delete Article 3.10.3 in its entirety and insert the following:
- Time being of the essence, the Contractor shall perform the Work in accordance with the most recent schedule submitted to and approved by the Owner.
- 3.11 DOCUMENTS AND SAMPLES AT THE SITE
- Delete Article 3.11 in its entirety and insert the following:
- The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked

currently to indicate field changes and selections made during construction, and the approved Product Data, Samples, and specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.1 Delete Article 3.12.1 in its entirety.

3.12.4 Delete Article 3.12.4 in its entirety and substitute the following:

Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Informational submittals upon which the Owner is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Owner without action.

3.12.5 Delete Article 3.12.5 in its entirety and substitute the following:

The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Owner, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

3.12.6 Delete Article 3.12.6 in its entirety and substitute the following:

By submitting Product Data, Samples, and similar submittals, the Contractor represents to the Owner that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7 Delete the words "Shop Drawings" from Article 3.12.7.

3.12.8 Delete the words "Shop Drawings" throughout Article 3.12.8.

3.12.9 Delete the words "Shop Drawings" throughout Article 3.12.9.

3.12.10.1 Delete Article 3.12.10.1 in its entirety.

3.12.10.2 Delete Article 3.12.10.2 in its entirety.

3.18 INDEMNIFICATION

3.18.1 Add the word "defend" before the word "indemnify" in the first line, add the words "or nonperformance" after the word "performance" in the third line and delete the phrase which begins "provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself)," to the end of the sentence.

ARTICLE 4 - ARCHITECT

This Project is being undertaken without an Architect. The Owner is assuming the duties and responsibilities

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SUPPLEMENTARY CONDITIONS

Willie Morris Library
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of the Architect.

ARTICLE 5 - SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Delete the phrase "Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract" from the first sentence of Article 5.2.1 and insert the following in lieu thereof:

The Contractor, with its first Application for Payment and as a condition to the Owner's obligation to make payments to Contractor under Article 9 of the General Conditions as supplemented herein,

5.2.5 Add the following:

The Contractor's unauthorized substitution of any subcontractor, supplier, person or entity previously identified by Contractor in accordance with Article 5.2.1 shall entitle the Owner to reject the work, materials or product furnished and require removal and replacement at no additional cost to the Owner.

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

Delete Articles 6.1.1, 6.1.2, 6.1.3, 6.1.4 in their entirety and insert the following:

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- 6.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces and to award separate contracts either in connection with other portions of the Project or other construction or operation on the site. In such event, the Contractor shall coordinate its activities with those of the Owner and of other contractors so as to facilitate the general progress of all work being performed by all parties. Cooperation will be required in the arrangement for the storage of materials, and in the detailed execution of the Work.

The Contractor, including his subcontractors, shall keep informed of the progress and the detailed work of the Owner or other contractors and shall immediately notify the Architect of lack of progress or delays by other contractors which are affecting Contractor's Work. Failure of Contractor to keep informed of the progress of the work of the Owner or other contractors and/or failure of Contractor to give notice of lack of progress or delays by the Owner or other contractors shall be deemed to be acceptance by Contractor of the status of progress by other contractors for the proper coordination and completion of Contractor's Work. If, through acts or neglect on the part of the Contractor, the Owner or any other contractors or subcontractor shall suffer loss or damage or assert any claims of whatever nature against the Owner, the Contractor shall defend, indemnify and hold harmless the Owner from any such claims or alleged damages, and the Contractor shall resolve such alleged damages or claims directly with the other contractors or subcontractors.

6.2 MUTUAL RESPONSIBILITY

- 6.2.3 Delete Article 6.2.3 in its entirety.

ARTICLE 7 - CHANGES IN THE WORK

7.1 GENERAL

- 7.1.3 Add the following to the end of Article 7.1.3:

Except as permitted in Article 7.3, a change in the Contract Sum or the Contract Time shall only be accomplished by written change order. Therefore, the Contractor acknowledges that it is not entitled to a change in the Contract Sum or the Contract Time in the absence of a written change order on the basis of the course of conduct or dealings between the parties and/or the Owner's express or implied acceptance of alterations or additions to the Work and/or the Owner has been unjustly enriched by the Contractor's Work or any other basis otherwise allowed by law or the facts and Contractor agrees that any such extra or changed work was performed by it as a volunteer.

7.2 CHANGE ORDERS

- 7.2.2 Add the following Article 7.2.2:

Contractor's execution of a change order constitutes a final settlement to the Contract Sum and construction schedule and the Contract Time for all matters relating to or arising out of the change in the Work that is the subject of the change order including, but not limited to, all direct and indirect costs associated with such change, all extended direct job site and home office overhead expenses and any and all delay and impact cost for the change, whether alone or in combination with other changes, including any impact, ripple or cumulative effect resulting therefrom, if any.

- 7.2.3 Add the following Article 7.2.3:

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Adjustments to the Contract Sum by change order shall be based upon one of the methods set forth in Article 7.3.3.1, 7.3.3.2, 7.3.3.3 or 7.3.3.4, as appropriate. A reasonable allowance for the combined overhead and profit included in the change order shall be based upon the schedule set forth in Article 7.3.11, as supplemented.

- 7.2.4 Add the following Article 7.2.4:

In order to facilitate consideration of change order requests, all such requests, except those involving an amount less than \$500 must be accompanied by a complete itemization of costs, including labor, materials and subcontractor costs which shall likewise be itemized. Changes for more than \$500 will not be approved without such itemization.

7.3 CONSTRUCTION CHANGE DIRECTIVES

- 7.3.8 Delete the first sentence and insert the following:

The amount of credit to be given by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the actual net cost plus reasonable allowance for overhead on net cost and profit thereon as approved by the Architect and Owner.

ARTICLE 8 – TIME

8.2 PROGRESS AND COMPLETION

- 8.2.1 Add the following to the end of the second sentence:

...and that the Contractor is fully capable of properly completing the Work within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

- 8.3.3 Add the following to the end of Article 8.3.3:

No delay, interference, hindrance or disruption, from whatever source or cause, in the progress of the Contractor's Work shall be a basis for an extension of time and/or additional compensation, unless the delay, interference, hindrance or disruption (1) is without the fault and not the responsibility of the Contractor, its subcontractors and/or suppliers and (2) directly affects the overall completion of the Work as reflected on the critical path of the Contractor's updated and accepted construction schedules. The Contractor expressly agrees that the Owner shall have the benefit of any float in the construction schedule and that delays to construction activities, which do not affect the overall completion of the Work, do not entitle the Contractor to any extension in the Contract Time and/or increase in Contract Sum.

- 8.3.4 Add the following Article 8.3.4:

All claims by the Contractor for an increase in the Contract Time must follow the procedures set forth in Articles 15.1.2 and 15.1.5, including the requirement that the Contractor give written notice of any claim within twenty-one (21) days after occurrence of the event giving rise to such claim or within twenty-one (21) days after the Contractor first recognizes the condition giving rise to the claim, whichever is earlier.

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8.3.5 Add the following Article 8.3.5:

If the Contractor submits a schedule indicating or otherwise expressing an intent to complete the Work prior to the date of substantial completion, the Owner shall have no liability to the Contractor for any failure by the Contractor to complete the Work prior to the expiration of the Contract Time.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.3 APPLICATION FOR PAYMENTS

9.3.1 Add the following sentence to the end of Article 9.3.1:

The form of Application for Payment will be the current edition of the AIA Document G702, Application and Certification for Payment, supported with AIA Document G703, Continuation Sheet.

9.3.1.3 Add the following Article 9.3.1.3:

In any contract awarded by the state of Mississippi or any agency, unit or department of the State of Mississippi or by any political subdivision thereof, the amount of retainage that may be withheld is governed by Mississippi law.

9.3.2.1 Add the following Article 9.3.2.1:

Payment for materials stored at some location other than the Project site, may be approved by the Architect and the Owner after the Contractor has submitted the following items:

- .1 An acceptable Lease Agreement between the Contractor or one of its subcontractors or suppliers and the owner of the land, or building, where the materials are stored covering the specific area where the materials are located.
- .2 Consent of Surety or other acceptable bond to cover the materials stored off-site.
- .3 All Perils Insurance coverage for the full value of the materials stored off-site.
- .4 A Bill of Sale from the Manufacturer to the Contractor for the stored materials.
- .5 A complete list and inventory of materials manufactured, stored and delivered to the storage site and of materials removed from the storage site and delivered to the Project.
- .6 A review by the Architect of the materials stored off-site prior to release of payment.
- .7 Proof of payment of stored materials verified by the supplier must be submitted to the Architect within thirty (30) days of the Application for Payment on which payment for said materials was made. If proof of payment is not submitted within thirty (30) days, then payment for said materials will be deducted from the next application for payment and withheld until proof of payment is received.

9.4 CERTIFICATES FOR PAYMENT

Delete Article 9.4 in its entirety.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1 Delete 9.5.1 and its sub-articles in their entirety and substitute the following:

The Owner may withhold payment in whole or in part, to the extent reasonably necessary to protect the Owner. If the Owner does not intend to make payment in the amount of the Application, the Owner will notify the Contractor. If the Contractor and Owner cannot agree on a revised amount, the Owner will make payment for the undisputed amount. The Owner may also withhold a payment or, because of subsequently discovered evidence, rescind an approved Pay Application in whole or in part, to such extent as may be necessary to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 failure to carry out the Work in accordance with the Contract Documents; or
- .8 The letter from the Contractor which is required by Article 15.1.5.2 has not been received.

9.6 PROGRESS PAYMENTS

9.6.1 Delete Article 9.6.1 in its entirety and insert the following:

Subject to the conditions of the Contract, the Owner shall make payment to the Contractor in the amount certified within forty-five (45) days after receipt of the Application for Payment from the Owner.

9.6.1.1 Contractor's Applications for Payment shall be submitted on or before the date established by the Owner in conjunction with the project meeting each month. Any application not submitted on or before this date may not be processed or approved until the following month.

9.6.6 Substitute the word "Payment" for the phrase "Certificate of Payment" in Article 9.6.6.

9.6.7 Delete the word "Unless" from the first sentence and insert the phrase "Whether or not."

Add the following to the end of Article 9.6.7:

The amount retained by the Contractor from each payment to each Subcontractor and material supplier shall not exceed the percentage retained by the Owner from the Contractor for the Subcontractor's Work.

9.7 FAILURE OF PAYMENT

9.7 Delete Article 9.7 in its entirety and substitute the following:

If the Owner, without good cause, does not pay the Contractor within ten days after the date established in the Contract Documents, the undisputed amount of the Pay Application, then the Contractor may, upon thirty additional days' notice to the Owner, stop the Work until payment of the amount owing has been received. The contract time shall be extended appropriately and interest as provided for in the contract document paid on the outstanding amount.

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SUPPLEMENTARY CONDITIONS

Willie Morris Library
Water Damage Restoration

9.8 SUBSTANTIAL COMPLETION

9.8.1 Delete Article 9.8.1 in its entirety and insert the following:

At the Owner's discretion, the facility is complete and usable as per the intent and all building systems are fully functioning and all code requirements are acceptable. Substantial completion for purposes of this Contract occurs upon Contractor's compliance with the following conditions precedent: (a) the Contractor furnishes to the Owner all close-out documents required by the Contract Documents in a form satisfactory to the Owner, (b) the Contractor furnishes the manufacturers' certifications and/or warranties required by the Contract Documents; (c) the Contractor furnishes the Guarantee of Work set forth herein below; and (d) the Owner determines that the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended purpose.

The Guarantee of Work shall be submitted as a separate document signed by Contractor and Contractor's Surety and shall state the following:

Contractor and Contractor's Surety hereby guarantee that all Work performed on the Project is free from defective and/or nonconforming materials and workmanship and that for a period of one year from the date of final completion or such longer period of time as may be called for in the Contract Documents for such portions of the Work, Contractor or its Surety will repair and/or replace any defective and/or nonconforming materials and workmanship in accordance with the requirements of the Contract Documents.

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SUPPLEMENTARY CONDITIONS

Willie Morris Library
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9.8.2.1 Add the following Article 9.8.2.1:

The Contractor shall be responsible for the costs of inspections made by the Owner including any and all other related expenses incurred by the Owner for providing services for the Project required by failure of the Contractor to achieve final acceptance / completion of the Project within 30 days after the first occurrence of the below described events:

1. Specified date of Substantial Completion, or
2. Actual date of Substantial Completion.

The costs of the Owner's additional services shall be deducted by the Owner from the Contractor's final application for payment to compensate the Owner for additional services required by the Contractor's failure to achieve final completion of the project within the 30 day period described above.

9.8.4 Delete the last sentence of Article 9.8.4 and insert the following:

Warranties required by the Contract Documents shall commence on the date of final acceptance/ completion unless otherwise provided in the Contract Documents.

9.8.5 Add the following to the end of Article 9.8.5:

Contractor's execution of the Certificate of Substantial Completion constitutes Contractor's representation that the items on the list accompanying the Certificate can and will be completed by Contractor and his subcontractors within thirty (30) days of Contractor's execution of the Certificate. Based upon this representation by Contractor and upon the Owner's determination that the listed items remaining can be completed within thirty (30) days, the Owner agrees to execute the Certificate of Substantial Completion. If Contractor fails to complete the items on the list within thirty (30) days of Contractor's execution of the Certificate, then the Owner, at its option and without prejudice to any other rights or remedies it may have under this Contract or otherwise and without notice to Contractor or Surety, may proceed to have same completed and to deduct the reasonable costs thereof from the amounts then due or thereafter to become due to Contractor.

9.8.6 Add the following Article 9.8.6:

The costs of inspections requested by Contractor and made by Owner which are not required by Articles 9.8 or 9.10 or 12 of the General Conditions and any other inspection required by Article 12 other than the year-end inspection itself, will be the responsibility of the Contractor and will be deducted by the Owner from the Application for Payment submitted after the Owner's determination of its costs of additional inspections. These costs are not the result of Contractor's failure to timely complete the Contract within the specified time and, therefore, such costs are in addition to and not a part of any liquidated damages calculation, if any.

9.8.7 Add the following Article 9.8.7:

Upon the Owner's acceptance of the Work as substantially complete and upon Contractor's compliance with all conditions precedent to substantial completion as stated in Article 9.8.1 and upon application by the Contractor, the Owner will pay to the Contractor all retainage held by the Owner less an amount equal to the greater of (a) two percent (2%) of the Contract Sum, or (b) two hundred percent (200%) of the estimated cost of the Work remaining to be performed by the Contractor. Final payment, including all retainage, shall be made at the time and in the manner provided

for final payment in accordance with the provisions of Article 9.10 and the additional conditions precedent to final acceptance / payment set forth in Article 9.8.5.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 Delete "or, if no agreement is reached, by decision of the Architect" from the last sentence of Article 9.9.1.

9.9.1.2 Add the following Article 9.9.1.2:

The Owner's occupancy or use of any completed or partially completed portions of the Work shall not affect Contractor's obligation to complete incomplete items on the list attached to the Certificate of Substantial Completion within the time fixed in the Certificate and does not waive Owner's right to obtain completion of incomplete items at Contractor's expense upon Contractor's failure to timely complete same.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Delete Article 9.10.1 in its entirety and substitute the following:

Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, including the requirements of Section 9.10.2, the Owner will promptly notify the Contractor and the time for Owner making payment shall commence.

9.10.3 Delete Article 9.10.3 in its entirety and substitute the following:

If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, the Owner shall, without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Owner prior to such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

9.11 LIQUIDATED DAMAGES

Liquidated Damages. Time being of the essence of this Contract and a matter of material consideration thereof, a reasonable estimate in advance is established to cover losses incurred by the Owner if the Project is not substantially complete on the date set forth in the Contract Documents. The Contractor and his Surety will be liable for and will pay the Owner the sums hereinafter stipulated as fixed and agreed as liquidated damages for each calendar day for delay until the Work is substantially complete. The Contractor and his Surety acknowledge that the Owner's losses caused by the Contractor's delay are not readily ascertainable and that the amount estimated per day for liquidated damages is reasonable and is not a penalty.

The amount established per day for liquidated damages is one hundred and no/100 dollars (\$100.00).

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.3.3 In the first sentence of Article 10.3.3, substitute "To the extent permitted by Mississippi law," for the phrase "To the fullest extent permitted by law..."

10.3.6 Deleted Article 10.3.6 in its entirety.

ARTICLE 11 - INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 Delete Article 11.1.1 in its entirety and substitute the following:

The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as follows:

.1 GENERAL LIABILITY:

Commercial General Liability
(Including XCU)

General Aggregate	\$ 2,000,000.00	Aggregate
Products & Completed Operations	\$ 2,000,000.00	Aggregate
Personal & Advertising Injury	\$ 1,000,000.00	Per Occurrence
Fire Damage Liability	\$ 500,000.00	Per Occurrence
Medical Expense	\$ 10,000.00	Per Person

.2 OWNERS & CONTRACTORS PROTECTIVE LIABILITY:

Bodily Injury & Property Damage	\$ 2,000,000.00	Aggregate
Bodily Injury & Property Damage	\$ 1,000,000.00	Per Occurrence

.3 AUTOMOBILE LIABILITY:

(Owned, non-owned & hired vehicles)

Contractor Insurance Option Number 1:

Bodily Injury & Property Damage (Combined Single Limit)	\$ 1,000,000.00	Per Occurrence
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Contractor Insurance Option Number 2:

Bodily Injury	\$ 500,000.00	Per Occurrence
Bodily Injury	\$ 1,000,000.00	Per Accident
Property Damage	\$ 100,000.00	Per Occurrence

.4 EXCESS LIABILITY:

(Umbrella on projects over \$500,000)

Bodily Injury & Property Damage	\$ 2,000,000.00	Aggregate
(Combined Single Limit)	\$ 1,000,000.00	Per Occurrence

.5 WORKERS' COMPENSATION:

(As required by Statute)

EMPLOYERS' LIABILITY

Accident	\$ 100,000.00	Per Occurrence
Disease	\$ 500,000.00	Policy Limit
Disease	\$ 100,000.00	Per Employee

.6 PROPERTY INSURANCE:

Builder's Risk	\$	Must be equal to value
Or Installation Floater		of work

The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner shall be named as an additional insured under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

The Owner and Architect will be named as additional insureds on the Contractor's CGL policy and the Contractor's certificate of insurance must state that the Owner and Architect are additional insureds under the referenced CGL policy and that all of Contractor's contractual liabilities, including but not limited to its indemnity obligations, are covered by such CGL policy.

Any language contained on the certificate of insurance form or elsewhere to the contrary is deemed stricken.

The certificate of insurance must also state that all of Contractor's contractual liabilities, including but not limited to its indemnity obligations, are covered. Any terms and conditions contained in the certificate of insurance which are contrary to the Contractor's contractual obligations are hereby stricken from the certificate.

Furnish one copy of the certificate herein required for each copy of the Agreement, specifically setting forth evidence of all coverage required by Article 11. The form of the certificate will be AIA Document G715 or a similar form acceptable to Owner. Furnish to the Owner and Architect, copies of any endorsements that are subsequently issued amending coverage or limits. If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the Contract and the termination date of the policy, or the applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment.

The Contractor shall obtain in the Owner's name, and maintain during the entire period of the Work, Public Protective Liability Insurance and Property Damage Insurance in the amount of not less than \$1,000,000 combined single limit, which policies shall cover the operations of the Contractor, and those of his subcontractors to protect the Owner and Architect from loss. This protection is not to be considered as a separate policy by the Contractor, but shall be a rider to the Contractor's coverage.

11.2 OWNER'S LIABILITY INSURANCE

11.2 Delete Article 11.2 in its entirety and insert the following:

The Contractor will pay for and maintain such insurance as will protect the Owner from its contingent liability to others for damages because of bodily injury, including death, which may arise from operations under this Contract and other liability for damages which the Contractor is required to insure under any provision of this Contract. Certificate of this insurance shall be filed with the Owner and will be the same limits set forth in Article 11.1.2.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

12.2 CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 Add the following to the end of Article 12.2.2.1:

Prior to the end of the one-year period, the Architect may schedule a warranty inspection which shall be attended by the Architect, the Owner, the Contractor and all major subcontractors. During this inspection, the parties shall identify all defective and/or nonconforming items and fix a time within which all defective and/or nonconforming items shall be repaired and/or replaced.

12.2.2.1.1 Add the following Article 12.2.2.1.1:

Within the one-year period provided for in the Guarantee of Work required by Article 9.8.1, if repairs or replacement are requested by Owner in connection with the Work which, in the opinion of the Owner, are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the Contract Documents, the Contractor and/or its Surety shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition in every particular, all such Work, correct all defects therein and make good all damages to the building, site, equipment or contents thereof; and make good any work or materials or the equipment and contents of said buildings or site disturbed in fulfilling any such guarantee. If, after notice or within the time agreed upon by the parties at the warranty inspection, the Contractor and/or its Surety fail to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected in accordance with Article 2.4 and the Contractor and his Surety shall be liable for all expenses incurred. All special guarantees applicable to definite parts of the Work stipulated in the Contract Documents shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1 GOVENING LAW

13.1 Delete the second sentence of 13.1 in its entirety.

13.2 SUCCESSORS AND ASSIGNS

13.2 Delete the first sentence of 13.2 in its entirety and substitute the following:

The Contractor binds itself, its partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Owner's elected officials may not bind their successors in office and, consequently, may be terminated by successors in office upon notice to the Contractor.

13.5 INTEREST

13.5 Delete Article 13.6 in its entirety and insert the following:

Payments due and unpaid under the Contract Documents shall bear interest as provided by applicable Mississippi law.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1.3 Add "without good cause" at the end, before ";or".

14.1.1.4 Delete Article 14.1.1.4 in its entirety.

14.1.3 Delete the phrase, "as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination" at the end of Article 14.3.1.

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SUPPLEMENTARY CONDITIONS

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Water Damage Restoration

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1.1 Delete the word "repeatedly" from Article 14.2.1.1.

14.2.1.3 Delete the word "repeatedly" from Article 14.2.1.3.

14.2.1.5 Add the following Articles 14.2.1.5 and 14.2.1.6:

.5 fails to achieve Substantial Completion of the Project as described in Article 9.8.5, within the time stated therein;

.6 fails to meet any deadline required by the Contract. Contractor acknowledges that time is of the essence of this Contract and that all deadlines required by the Contract are critical to timely completion of the Contract. Therefore, Contractor agrees that its failure to meet any deadline constitutes a substantial and material breach of this Contract, entitling the Owner to terminate the Contract.

14.2.2 Delete the phrase, "and upon certification by the Architect that sufficient cause exists to justify such action,..." in the first sentence of Article 14.2.2.

14.2.4 Delete the phrase final sentence of Article 14.2.4 and substitute the following:

The obligation to pay the amount determined to be owed to the Contractor or Owner, as the case may be, shall survive termination of the Contract.

14.2.5 Add the following Article 14.2.5:

If the Owner terminates the Contract for cause, and it is determined for any reason that the Contractor was not actually in default under the Contract at the time of termination, the Contractor shall be entitled to recover from the Owner the same amount as the Contractor would be entitled to receive under a termination for convenience as provided by Article 14.4. The foregoing shall constitute the Contractor's sole and exclusive remedy for termination of the Contract. In no event shall the Contractor be entitled to special, consequential, or exemplary damages, nor shall the Contractor be entitled to anticipated profits resulting from termination of this Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.3 Delete from the last line of Article 14.4.3 the phrase "along with reasonable overhead and profit on the Work not executed" and add after the end of that sentence: "The Contractor shall not be entitled to receive any payment for either overhead or profit on work not performed."

ARTICLE 15 - CLAIMS AND DISPUTES

15.1.2 Delete the phrase "but in any case, not more than 10 years after the date Substantial Completion of the Work..." at the end of the first sentence of Article 15.1.2.

15.1.3.1 Delete the phrase "and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker..." at the end of the first sentence of Article 15.1.3.1.

15.3.1.2 Delete the second sentence of Article 15.3.1.2 in its entirety.

15.1.4.2 Delete Article 15.1.4.2 in its entirety.

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SUPPLEMENTARY CONDITIONS

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15.1.6 CLAIMS FOR ADDITIONAL TIME

15.1.6.2 Add the following to the end of Article 15.1.6.2:

The Contractor must submit each month with his Application for Payment a separate letter stating that he is requesting an extension of time for abnormal adverse weather or that he has no claim for an extension for that period of time. Payment is not due on the Application for Payment until the letter is received. Complete justification, as per Article 8.3.6., including weather reports, daily reports, correspondence and any other supporting data must be provided for each day for which a request for time extension is made in compliance with Article 8.3.6. A letter or statement that the Contractor was delayed is not as adequate justification. The receipt of this request and data by the Owner will not be considered as Owner's approval of a time extension in any way.

15.1.6.3 Add the following Article 15.1.6.3:

Claims for increase in the Contract Time shall set forth in detail the facts and circumstances which support such Claim, including but not limited to, the cause of such delay, the date such delay began to affect the critical path, the date such delay ceased to affect the critical path and the number of days of additional time requested. The Contractor shall not be entitled to an increase in the Contract Time for delays which did not affect the critical path or to the extent there were concurrent non-excusable delays. The Contractor may be requested to provide additional documentation to substantiate its Claim, including but not limited to, schedules that indicate all activities affected by such delay.

15.1.7 Delete this section in its entirety.

15.2 INITIAL DECISION

Delete Article 15.2 in its entirety. In the event that the Contractor and Owner cannot reach compromise and agreement on any Claim against the other, the sole remedy shall be litigation filed in the court of appropriate jurisdiction located in the First Judicial District of Hinds County, Mississippi or in the United States Federal District Court for the Southern District of Mississippi, Northern Division.

END OF SECTION

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

President Lindsay recognized **Louis Wright, Chief Administrative Officer** who provided a brief overview of said items.

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

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

Nays – None.

Absent – Lee.

* * * * *

ORDER RATIFYING EMERGENCY PROCUREMENT OF REPAIRS TO WEST STREET SOUTH OF WOODROW WILSON AVENUE.

WHEREAS, the drought caused West Street south of Woodrow Wilson Avenue to subside at a location near The Canopy; and

WHEREAS, this dip in West Street caused by the subsidence resulted in a dangerous condition in West Street, which dangerous condition resulted in several accidents where vehicles left the road and traveled on to adjacent property, including the property of The Canopy; and

WHEREAS, the level of construction necessary to repair this subsidence on West Street is beyond the capacity of the Department of Public Works, Street Division; and

WHEREAS, the Mayor invoked the City's emergency procurement process due to the need to repair as quickly as possible the dangerous condition in West Street, a copy of the

Declaration Invoking the Emergency Procurement Process being attached hereto and incorporated in this order; and

WHEREAS, pursuant to the emergency procurement process, the Mayor has executed a contract with Franklin Paving, Inc. for the repairs to West Street south of Woodrow Wilson Avenue where West Street has subsided in a total amount of \$50,070.00, a copy of which is attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the emergency contract with Franklin Paving, Inc., a Mississippi corporation, for the repairs to West Street south of Woodrow Wilson Avenue where West Street has subsided in a total amount of \$50,070.00, a copy of which is attached to this Order and made a part of these minutes, is ratified.

**DECLARATION INVOKING THE EMERGENCY
PROCUREMENT PROCEDURE**

I. REQUEST

The City of Jackson Department of Public Works has been notified of substantial issues with the pavement on West Street south of Woodrow Wilson Avenue and on Fortification Street in two locations between Farish Street and Greymont Street. Motorists hitting the pavement failure area on West Street have crashed into buildings and fences adjacent to the street. Motorists on Fortification Street are swerving into other lanes to dodge significant dips and base failures.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the City to engage one or more contractors to make the necessary repairs to West Street and to Fortification Street, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from me. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.



Robert Lee, P.E.
City Engineer

February 20, 2024
DATE

II. REVIEWED AND APPROVED

		<u>3/12/24</u>
	Drew Martin City Attorney	DATE
<i>AMM</i>		<u>03/19/24</u>
	Fidelis Malembeka Chief Financial Officer	DATE
<i>AMM</i>		<u>3/14/24</u>
	Louis Wright Chief Administrative Officer	DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the need to repair pavement issues on West Street and on Fortification Street constitutes an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that purchase order(s) or contract(s) to repair West Street and Fortification Street is authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved, effective _____, 2024.

<i>AMM</i>		<u>3/22/24</u>
	CHOKWE A. LUMUMBA Mayor	DATE

Vice President Grizzell moved adoption; President Lindsay seconded.

President Lindsay recognized Terry Williamson, Legal Counsel, who stated that the amendment needed is to substitute the attached contract with the new contract due to the incorrect contract date.

Council Member Stokes moved; seconded by Council Member Banks, to amend said order to reflect the changes as stated by Terry Williamson, City Legal. The motion prevailed by the following vote:

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

President Lindsay recognized Drew Martin, City Attorney, who provided a brief overview of said items.

Thereafter, President Lindsay, called for a vote on said Order as amended.

ORDER RATIFYING EMERGENCY PROCUREMENT OF REPAIRS TO WEST STREET SOUTH OF WOODROW WILSON AVENUE.

WHEREAS, the drought caused West Street south of Woodrow Wilson Avenue to subside at a location near The Canopy; and

WHEREAS, this dip in West Street caused by the subsidence resulted in a dangerous condition in West Street, which dangerous condition resulted in several accidents where vehicles left the road and traveled on to adjacent property, including the property of The Canopy; and

WHEREAS, the level of construction necessary to repair this subsidence on West Street is beyond the capacity of the Department of Public Works, Street Division; and

WHEREAS, the Mayor invoked the City's emergency procurement process due to the need to repair as quickly as possible the dangerous condition in West Street, a copy of the Declaration Invoking the Emergency Procurement Process being attached hereto and incorporated in this order; and

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Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the City to engage one or more contractors to make the necessary repairs to West Street and to Fortification Street, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from me. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.


Robert Lee, P.E.
City Engineer

February 20, 2024
DATE

II. REVIEWED AND APPROVED

[Handwritten signature]
Drew Martin
City Attorney

3/12/24
DATE

[Handwritten initials]

[Handwritten signature]
Fidelis Malembeka
Chief Financial Officer

03/19/24
DATE

[Handwritten initials]

[Handwritten signature]
Louis Wright
Chief Administrative Officer

3/14/24
DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the need to repair pavement issues on West Street and on Fortification Street constitutes an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that purchase order(s) or contract(s) to repair West Street and Fortification Street is authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved, effective _____, 2024.

[Handwritten initials]

[Handwritten signature]
CHOKWE A. LIMUMBA
Mayor

3/22/24
DATE

CONTRACT FOR EMERGENCY CONSTRUCTION WORK

This Contract, made this the 17th day of July, 2024, by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, hereinafter called "OWNER" and FRANKLIN PAVING, INC. doing business as a corporation located in 5247 Greenway Dr., Ste. B Jackson, MS 39204, hereinafter called the "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the construction of repairs and replacement of traffic signals and associated equipment.
2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED.
3. The term "CONTRACT DOCUMENTS" means and includes CONTRACTOR'S Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, City of Jackson's Standard Specifications and General Provisions, Supplements and Amendments to the City of Jackson General Provisions, Notice to Proceed, and all subsequent Change Orders, Supplemental Agreements and/or other modifications to the Contract.
4. The CONTRACTOR agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the OWNER, under the direct observation of and to the complete satisfaction of the Director, or his authorized representatives, and in accordance with the Laws of the State of Mississippi and the Ordinances of the City of Jackson, for which the OWNER hereby agrees to pay and the CONTRACTOR agrees to accept a sum of money in current funds equal to the total value of the work complete in place, computed by multiplying the final quantities of each item of work by the Contract unit prices therefor as stated in the Proposal, attached hereto and made a part hereof, plus the amount of any supplemental agreements and force accounts for extra work authorized and performed; which is estimated as being the sum of Fifty Thousand Seventy and No/100 Dollars (\$50,070.00), in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the CONTRACTOR assuming all risks of every kind and description in the performance of this Contract.
5. The CONTRACTOR agrees and binds himself (itself) to indemnify and save harmless and to defend any claims or suits against OWNER, its employees and its agents by reason of any claims for damages arising from the performance of this Contract as a result of negligence on the part of the CONTRACTOR, or from any suit or claim brought against

12/5/2013

OWNER by reason of alleged damages or the taking of property under Section 17 of the Mississippi Constitution of 1890, and particularly from the use of the streets being constructed or improved under this Contract.

6. The CONTRACTOR shall provide proof of general liability insurance meeting the requirements set forth in the Supplements and Amendments to the City of Jackson General Provisions.
7. Any covenant, promise and/or agreement contained elsewhere to indemnify or hold harmless another person from that person's own negligence is void and wholly unenforceable. This does not apply to construction bonds or insurance contracts or agreements.
8. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of Fifty Thousand Seventy and No/100 Dollars (\$50,070.00).
9. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of Fifty Thousand Seventy and No/100 Dollars (\$50,070.00).
10. Upon execution of the Performance and Payment Bonds and before commencing work contained in the Contract Documents, the CONTRACTOR shall be required to make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interest thereon, when and as the same as may lawfully be due this state, or any county, municipality, board, department, commission or political subdivision thereof, by reason of and directly connected with the performance of this Agreement. In the event of default of the prompt payment of all such taxes, licenses, assessments, contributions, damages, penalties and interest thereon as may be due by the CONTRACTOR, a direct proceeding on the bonds may be brought in any court of competent jurisdiction by the proper officer or agency having lawful authority to do so to enforce such payment, the right to do so is cumulative and in addition to other remedies as may be provided by law.
11. The CONTRACTOR agrees to allow the OWNER, or any of their duly authorized representatives, access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical clause in any and all subcontracts.
12. That the Contract may be annulled by the OWNER for reasons set forth in the Contract Documents.
13. The OWNER will pay CONTRACTOR upon substantial completion, withholding 110% of the cost to complete punchlist items.
14. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

12/5/2013

15. The CONTRACTOR shall only use materials grown, produced, prepared, made and/or manufactured within the State of Mississippi, unless when such materials made outside of the State of Mississippi are of like quality and can be secured at a lower cost or any materials of a better quality can be acquired at a reasonable cost.
16. CONTRACTOR shall employ only workmen and laborers who have actually resided in the State of Mississippi for two (2) years preceding employment. In the case that laborers or workmen cannot be found that meet such qualifications; the CONTRACTOR shall notify the OWNER in writing. Unless the OWNER supplies the CONTRACTOR with satisfactory workmen or laborers needed, the CONTRACTOR will be authorized to employ workmen or laborers not meeting these qualifications.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in three (3) counterparts, each of which shall be deemed an original on the date first above written.

CITY OF JACKSON, MISSISSIPPI

Franklin Paving, Inc.
CONTRACTOR

DM BY *Charles E. Franklin III*
Mayor

By: *Charles E. Franklin III*

ATTEST *Angela Harris*
City Clerk

ATTEST *Travis Lewis*



(Seal)

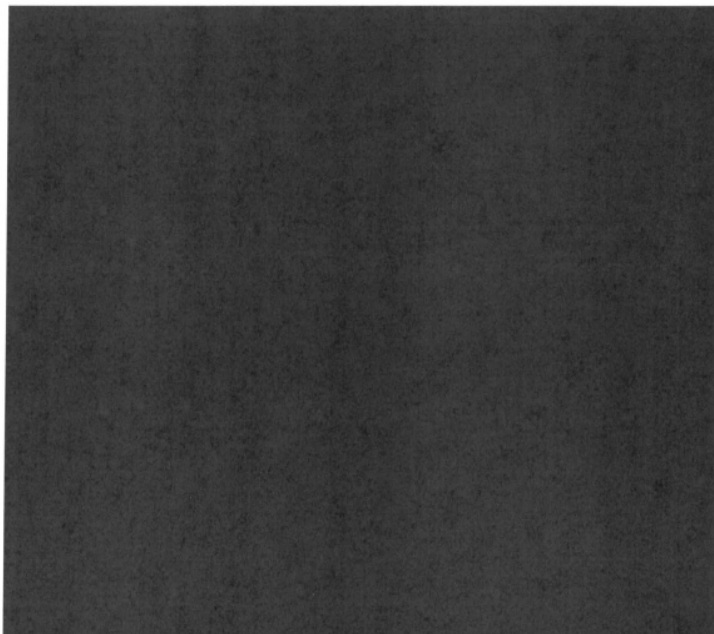
12/5/2013

CORPORATE CERTIFICATE

I, Danny Marble certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Contract; that Charles E Franklin III, who signed said Contract on behalf of the CONTRACTOR was then Treasurer/Owner of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Danny Marble
Secretary

Corporate Seal



12/5/2013

Westfield Insurance Company
Westfield Group® 1 Park Circle, PO Box 5001, Westfield Center, Ohio 44251-5001

Bond No. 355543W

Performance Bond

Conforms to Document A312™ - 2010

CONTRACTOR:
(Name, legal status and address)

Franklin Paving, Inc
5247 Greenway Drive Ext, Ste B
Jackson, MS 39204

OWNER:
(Name, legal status and address)

City of Jackson
4225 Michael Avalon, Ste B
Jackson, MS 39209

CONSTRUCTION CONTRACT

Date: 7/11/2024
Amount: 50,070.00
Description:
(Name and location)
City of Jackson, Road Paving West St at Duncan Ave

BOND

Date: 7/12/2024
(Not earlier than Construction Contract Date)
Amount: 50,070.00
Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: Franklin Paving, Inc *(Corporate Seal)*

SURETY:
(Name, legal status and principal place of business)

Westfield Insurance Company
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

SURETY
Company: Westfield Insurance Company *(Corporate Seal)*

Signature: 
Name: Travis Lewis

and Title: Office Manager
(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)
AGENT or BROKER:

Southern Insurance Group
548 Keyway Drive
Flowood, MS 39232
601-932-5700

Signature: 
Name: Cindy Davis

and Title: Attorney-in-Fact

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party.)

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BD 5971 (10/2010)

- 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
 - .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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BD 5971 (10/2010)

- 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
 - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
- 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 14 Definitions
- 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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BD 5971 (10/2010)

16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: Franklin Paying, Inc (Corporate Seal)
Signature: Trace Lewis
Name and Title: Trace Lewis
Address: Office manager

SURETY

Company: Westfield Insurance Company (Corporate Seal)
Signature: Cindy Davis
Name and Title: Cindy Davis Attorney-in-Fact
Address:

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BD 5971 (10/2010)

Westfield Insurance Company

Westfield Group® 1 Park Circle, PO Box 5001, Westfield Center, Ohio 44251-5001

Bond No. 355543W

Conforms to Document A312™ - 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)
Franklin Paving, Inc

5247 Greenway Drive Ext, Ste B
Jackson, MS 39204

OWNER:
(Name, legal status and address)
City of Jackson
4225 Michael Avalon, Ste B
Jackson, MS 39209

CONSTRUCTION CONTRACT
Date: 7/11/2024
Amount: 50,070.00
Description: (Name and location) City of Jackson, Road Paving West St at Duncan Ave


SURETY:
(Name, legal status and principal place of business)
Westfield Insurance Company
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

BOND
Date: 7/12/2024
(Not earlier than Construction Contract Date)
Amount: 50,070.00

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL
Company: Franklin Paving, Inc
(Corporate Seal)

SURETY
Company: Westfield Insurance Company
(Corporate Seal)

Signature: 
Name: Vasee Lewis
and Title: Office Manager
(Any additional signatures appear on the last page of this Payment Bond.)

Signature: 
Name: Cindy Davis
and Title: Attorney-in-Fact

(FOR INFORMATION ONLY - Name, address and telephone)
AGENT or BROKER:

Southern Insurance Group
548 Keyway Drive
Flowood, MS 39232
601-932-5700

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

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BD 5971 (10/2010):

- 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants, who do not have a direct contract with the Contractor,
 - .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - .2 have sent a Claim to the Surety (at the address described in Section 13).
 - 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the

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BD 5971 (10/2010):

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 13, 2024 10:00 A.M.

777

Owner's priority to use the funds for the completion of the work.

10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16 Definitions

16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

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BD 5971 (10/2010)

16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: Franklin Paving, Inc.
Signature: Trace Lewis (Corporate Seal)
Name and Title: Trace Lewis
Address: Office Manager

SURETY

Company: Westfield Insurance Company
Signature: Cindy Davis (Corporate Seal)
Name and Title: Cindy Davis Attorney-in-Fact
Address:

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BD 5971 (10/2010)

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 13, 2024 10:00 A.M.**

778

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 04/01/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 2320142 02

General
Power
of Attorney

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
NICK OLIER, CINDY DAVIS, HEATHER WILLIAMSON, JOINTLY OR SEVERALLY

of COLUMBIA, and State of MS its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:


"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 6, 2020).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of APRIL A.D., 2020 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Gary W. Stumper*
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 01st day of APRIL A.D., 2020 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 12th day of July A.D., 2024 .

Corporate
Seals
Affixed



Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)

ACORD		CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY)																					
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.						8/1/2024																					
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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).																											
PRODUCER Arthur J. Gallagher Risk Management Service, LLC 548 Keyway Drive Flowood MS 39232			CONTACT NAME: Cindy Davis PHONE (A/C, No. Ext.): 601-932-8525 FAX (A/C, No.): EMAIL: Cindy.Davis@ajg.com ADDRESS: Cindy Davis@ajg.com																								
INSURED Franklin Paving, Inc. P O Box 59209 Jackson, MS 39284			INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Columbia Mutual Insurance Company</td> <td>40371</td> </tr> <tr> <td>INSURER B:</td> <td>Columbia National Insurance Company</td> <td>19640</td> </tr> <tr> <td>INSURER C:</td> <td>AmFed Casually Insurance Company</td> <td>11963</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>				INSURER	AFFORDING COVERAGE	NAIC #	INSURER A:	Columbia Mutual Insurance Company	40371	INSURER B:	Columbia National Insurance Company	19640	INSURER C:	AmFed Casually Insurance Company	11963	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																											
INSURER E:																											
INSURER F:																											
COVERAGES CERTIFICATE NUMBER: 2127232592 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. RSD. / WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS																					
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CTPMS0000072180	8/27/2023	8/27/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$300,000 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 OTHER: \$																					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		CAPMS0000072180	8/27/2023	8/27/2024	DESIGNATED SINGLE LIMIT (Ea. accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$																					
B	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$10,000		CUPMS0000072180	8/27/2023	8/27/2024	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 OTHER: \$																					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY AN PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WC1236004999	8/27/2023	8/27/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000																					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Job: West St at Duncan Emergency Repairs																											
CERTIFICATE HOLDER				CANCELLATION																							
City of Jackson 219 South President St Jackson MS 39205				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 <i>[Signature]</i>																							

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

ORDER AUTHORIZING THE MAYOR TO ENTER INTO THE AGREEMENT WITH SCHINDLER ELEVATOR CORPORATION TO PROVIDE ROUTINE ELEVATOR MAINTENANCE AT THE JTRAN ADMINISTRATIVE/MAINTENANCE FACILITY, 1785 HIGHWAY 80 WEST, JACKSON, MISSISSIPPI.

WHEREAS, the Department of Planning and Development, through its Transit Division, is in need of elevator maintenance services at its administrative and maintenance facility located at 1785 Highway 80 W, Jackson, MS 39204; and

WHEREAS, Schindler Elevator Corporation agreed to provide the services from July 1, 2024 through September 30, 2024 at the cost not to exceed Eight Hundred Twenty-Nine Dollars (\$829.00); and

WHEREAS, Schindler Elevator Corporation has experience with elevator maintenance and has been responsive and responsible in providing elevator maintenance at the location; and

WHEREAS, the Transit Division is recommending that the governing authorities authorize the Mayor to execute the agreement and related documents with Schindler Elevator Corporation to provide the services; and

WHEREAS, Federal Transit Administration funds will cover 80% of the maintenance cost (\$663.20) and the City’s local match from Transit Services FY2024 budget will cover 20% of the cost (\$165.80).

IT IS THEREFORE, ORDERED and hereby ratified, that the Mayor is authorized to execute the agreement and related documents with Schindler Elevator Corporation to provide elevator maintenance at the JTRAN Administrative and Maintenance Facility (JAMF) commencing July 1, 2024 through September 30, 2024, at a cost not to Exceed Eight Hundred Twenty-Nine Dollars (\$829.00).

IT IS FURTHER ORDERED that the annual services shall be paid with Federal Transit Administration (FTA) funds, will cover 80% of the maintenance cost (\$663.20), and the City’s local match from Transit Services FY2024 budget will cover 20% of the cost (\$165.80).

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

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

ORDER AUTHORIZING THE CONTRIBUTION OF FUNDS TO VARIOUS ORGANIZATIONS TO REDUCE THE LIKELIHOOD OF VIOLENCE RELATED JURY AND DEATH AND SUPPORT TRAUMA RECOVERY AND HEALING ACROSS JACKSON AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE ENTITIES RECEIVING FUNDS.

WHEREAS, in April, 2022 the City of Jackson was one of five cities selected to participate in the National League of Cities Municipalities Reimagining Community Safety Initiative and with the generous support of Wells Fargo received funding to establish the Office of Violence Prevention and Trauma Recovery (OVPTR) in the Mayor’s office; and

WHEREAS, the objective of the OVPTR is to address violence through comprehensive and collaborative approaches that reduce and prevent violence while creating new visions for safety in communities in partnership with community; and to support grassroots community-based

organizations that have been on the ground performing this work with technical assistance, training, and funding; and

WHEREAS, pursuant to its objective of making small grants to local CBOs, OVPTR issued a Request for Proposals to solicit a response from community-based organizations for violence interruption and prevention projects that target areas that have been identified through data as most impacted by violence in the city of Jackson. The maximum award is \$50,000; and

WHEREAS, the administration evaluated the applications and determined that the following entities met the requirements to receive funding through the grant that was awarded to the City of Jackson’s OVPTR; and

WHEREAS, the Office of Violence Prevention and Trauma Recovery recommends that the governing authorities for the City of Jackson award sub grant funds as set forth below:

Community Violence Intervention

Operation Good	Violence Interruption	\$50,000
Strong Arms of Mississippi	Credible Messengers	\$50,000
Living With Purpose	Diversion	\$50,000
	TOTAL	\$150,000

IT IS HEREBY ORDERED that the funds in the amount set forth above are awarded to the entities listed.

IT IS FURTHER ORDERED that the Mayor shall execute a Memorandum of Understanding with each organization listed above to govern the receipt of the funds

Vice President Grizzell moved adoption; **Council Member Banks** second.

President Lindsay recognized **Keisha Coleman, Executive Director of the Office of Violence Prevention and Trauma Recovery**, who provided a brief overview of said items.

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

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

President Lindsay recognized **Council Member Banks** who moved, seconded by **Council Member Stokes** to add three (3) items to the agenda on an emergency basis, (1) Order requesting payment of registration fees to the National Recreation And Parks Association (NRPA) for its 2024 annual conference for various Parks and Recreation Department staff members, said registration fees, for nonmembers, includes membership in the NRPA (2) Order requesting approval of Unlimited Fence Solutions, LLC, quote for the installation of commercial fencing at Buddy Butts Park (3) Order requesting approval of professional services from Efficient Power & Light, LLC, to repair equipment at the Pete Brown Golf Facility in anticipation of the upcoming Mayor’s Cup.: The motion prevailed by the following vote:

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

There came on as the Emergency Agenda Item No.1: **ORDER REQUESTING PAYMENT OF REGISTRATION FEES TO THE NATIONAL RECREATION AND PARKS ASSOCIATION (NRPA) FOR ITS 2024 ANNUAL CONFERENCE FOR VARIOUS PARKS AND RECREATION DEPARTMENT STAFF MEMBERS, SAID REGISTRATION FEES, FOR NONMEMBERS, INCLUDES MEMBERSHIP IN THE NRPA.**: Hearing no objections, the Clerk read the following:

ORDER REQUESTING PAYMENT OF REGISTRATION FEES TO THE NATIONAL RECREATION AND PARKS ASSOCIATION (NRPA) FOR ITS 2024 ANNUAL CONFERENCE FOR VARIOUS PARKS AND RECREATION DEPARTMENT STAFF MEMBERS, SAID REGISTRATION FEES, FOR NONMEMBERS, INCLUDES MEMBERSHIP IN THE NRPA.

WHEREAS, the National Recreation and Park Association (NRPA) is the leading not-for-profit organization dedicated to building strong, vibrant, and resilient communities through the power of parks and recreation. NRPA advances this vision by investing in and championing the work of park and recreation professionals as a catalyst for positive change in service of equity, climate-readiness, and overall health and well-being. The NRPA provides educational and training opportunities for parks and recreation professionals. NRPA's vast membership network of park and recreation professionals represent public spaces in both urban communities and rural settings. The NRPA champions and supports the field of parks and recreation through professional development, advocacy, grants, research, publications, and more. NRPA's mission is to advance parks, recreation, and environmental conservation efforts that enhance the quality of life for all people; and

WHEREAS, a municipality may pay professional association dues for individuals if the public entity determines that the professional association dues or licensing fees are reasonable and necessary to the performance of the employee's duties and the membership must accrue to the benefit of the municipality, and any benefit to the individual must be merely incidental; and

WHEREAS, the NRPA hosts an annual conference that consists of various educational and informational courses (attendees can earn up to 1.4 Continuing Education Units (CEU)), an exhibition hall, and numerous networking opportunities. NRPA's 2024 conference takes place October 8-10 in Atlanta, Georgia. The NRPA provided the Parks and Recreation Department with four (4) registration forms for the following staff members: Director Abram Muhammad, James Crump, Angela White, and Shannon Amos. The total cost for these staff members to attend the 2024 conference is Four Thousand Three Hundred and Thirty Dollars (\$4,330.00). This price is inclusive of two memberships to the NRPA for current nonmembers, James Crump and Shannon Amos. The Parks and Recreation Department seeks City Council approval to make a payment to the NRPA for these registration and membership fees; and

WHEREAS, the NRPA fees for its 2024 annual conference are as follows:

APPLICANT	FEES	AMOUNT
Dr. Abram Muhammad	Registration: \$695.00 ("early-bird" fee for current NRPA member) Ticketed Events: \$190.00 Add-Ons (courses, exams, etc.): \$300.00	\$1,185.00
James Crump	Registration: \$865.00 ("early-bird" nonmember fee – fee includes membership in NRPA) Ticketed Events: \$190.00 Add-Ons (courses, exams, etc.): \$0	\$1,055.00
Angela White	Registration: \$695.00 ("early-bird" fee for current NRPA member) Ticketed Events: \$190.00 Add-Ons (courses, exams, etc.): \$150	\$1,035.00
Shannon Amos	Registration: \$865.00 ("early-bird" nonmember fee – fee includes membership in NRPA) Ticketed Events: \$190.00 Add-Ons (courses, exams, etc.): \$0	\$1,055.00

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 13, 2024 10:00 A.M.**

782

Total:		\$4,330.00
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WHEREAS, it is in the best interests of the City that NRPA’s four (4) registration forms for Director Abram Muhammad, Deputy Director James Crump, Angela White and Shannon Amos be approved, and that payment from account number 005.501.10-6443 be made for same. Said registration forms include membership in the NRPA for Deputy Director James Crump and Shannon Amos.

IT IS, THEREFORE, ORDERED that the governing authorities for the City of Jackson find that NRPA professional association dues and fees are reasonable and necessary to the performance of certain managers and staff members of the City’s Parks and Recreation Department. The governing authorities further find that membership in the NRPA accrues to the benefit of the City, and any individual benefits to the City’s NRPA members are merely incidental.

IT IS FURTHER ORDERED that the four (4) NRPA registration forms for Director Abram Muhammad, Deputy Director James Crump, Angela White, and Shannon Amos are approved and that payment in the total amount of Four Thousand Three Hundred and Thirty Dollars (\$4,330.00) be made to the NRPA from account number 005.501.10-6443 in accordance with the table located above in this Order.

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

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

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

* * * * *

There came on as the Emergency Agenda Item No.2: **ORDER REQUESTING APPROVAL OF UNLIMITED FENCE SOLUTIONS, LLC, QUOTE FOR THE INSTALLATION OF COMMERCIAL FENCING AT BUDDY BUTTS PARK.**: Hearing no objections, the Clerk read the following:

ORDER REQUESTING APPROVAL OF UNLIMITED FENCE SOLUTIONS, LLC, QUOTE FOR THE INSTALLATION OF COMMERCIAL FENCING AT BUDDY BUTTS PARK.

WHEREAS, the Parks and Recreation Department oversees and manages Buddy Butts Park. Said park needs repairs and renovations. The Parks and Recreation Department requested quotes for the installation of approximately two thousand thirty (2,030) linear feet of commercial fencing which will include the installation of double gates at Buddy Butts Parks from Unlimited Fence Solutions, LLC, (Unlimited Fence) and Hagan Fences. Hagan Fences’ quote totaled Seventy-Six Thousand Two Hundred and Seventy-Six Dollars (\$76,276.00). Unlimited Fence’s quote totaled Seventy-Three Thousand Three Hundred and Thirty-Eight Dollars (\$73,338.00). Parks and Recreation requests the approval of the lowest quote provided by Unlimited Fence; and

WHEREAS, Unlimited Fence is a Limited Liability Company, created pursuant to the Laws of the State of Mississippi on June 22, 2017, and is currently in good standing with the Mississippi Secretary of State’s Office. Unlimited Fence is an active vendor (vendor number 73352) with the City of Jackson. Unlimited Fence has a certificate of liability coverage on file with the City; and

WHEREAS, Unlimited Fence, pursuant to its submitted quote, agrees to install approximately two thousand thirty (2,030) linear feet of six (6) foot commercial fence with three (3) strands of barbed wire and two (2) twenty-four (24) foot double drive gates. The quoted price for materials totals Fifty-Four Thousand Six Hundred and Thirty-Eight Dollars (\$54,638.00). The quoted price for labor totals Eighteen Thousand Seven Hundred Dollars (\$18,700.00). Grand total of Unlimited Fence’s quote is Seventy-Three Thousand Three Hundred and Thirty-Eight Dollars (\$73,338.00); and

WHEREAS, it is in the best interests of the City that Unlimited Fence’s above-discussed quote be approved for the installation of commercial fencing at Buddy Butts Park to help ensure the safety of the park’s visitors and to help lower the instances of vandalism.

IT IS, THEREFORE, ORDERED that Unlimited Fence’s quote for the installation of commercial fencing at Buddy Butts Park is approved. The quote shall be paid in the following manner: the labor charge of Eighteen Thousand Seven Hundred Dollars (\$18,700.00) paid from the Buddy Butts Raceway Track Grant account number 385.504.14-6419; the materials charge of Fifty-Four Thousand Six Hundred Thirty-Eight Dollars (\$54,638.00) paid from the Buddy Butts Raceway Track Grant account number 385.504.14-6299.

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

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

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

* * * * *

There came on as the Emergency Agenda Item No.3: **ORDER REQUESTING APPROVAL OF PROFESSIONAL SERVICES FROM EFFICIENT POWER & LIGHT, LLC, TO REPAIR EQUIPMENT AT THE PETE BROWN GOLF FACILITY IN ANTICIPATION OF THE UPCOMING MAYOR’S CUP.**: Hearing no objections, the Clerk read the following:

ORDER REQUESTING APPROVAL OF PROFESSIONAL SERVICES FROM EFFICIENT POWER & LIGHT, LLC, TO REPAIR EQUIPMENT AT THE PETE BROWN GOLF FACILITY IN ANTICIPATION OF THE UPCOMING MAYOR’S CUP.

WHEREAS, the Parks and Recreation Department oversees and manages the Pete Brown Golf Facility. Various mowers and other equipment are used at the golf course to care for and maintain the grounds. Several of these items need repair and maintenance in anticipation of the upcoming Mayor’s Cup; and

WHEREAS, Efficient Power & Light, LLC, (EP&L) is a Limited Liability Company, currently in Good Standing with the Mississippi Secretary of State’s Office, created pursuant to the Laws of the State of Mississippi on July 12, 2018. EP&L is an active vendor with the City (vendor number 402099). EP&L has previously provided its professional services on equipment at the Pete Brown Golf Facility; and

WHEREAS, EP&L provided four (4) invoices for the repair and maintenance of the equipment discussed above that totals Fourteen Thousand Four Hundred and Ninety-Five Dollars (\$14,495.00). These invoices cover the repair/maintenance of a tee mower, a greens mower, two (2) Trimax Snakes, and a new fairway unit. The total cost of materials is Nine Thousand Two Hundred and Ninety-Five Dollars (\$9,295.00). The total cost of labor is Five Thousand Two Hundred Dollars (\$5,200.00). The Department of Parks and Recreation represents that it has funds available in its fiscal year 2023/2024 budget to pay for EP&L’s services; and

WHEREAS, said invoices contain the following charges:

Tee Mower 1193	
Item	Price
Materials:	\$3,060.00
Labor:	\$1,700.00
Total:	\$4,760.00
Greens Mower 1213	
Item	Price
Materials:	\$1,360.00
Labor:	\$1,200.00
Total:	\$2,560.00

Two Trimax Snakes 1214	
Item	Price
Materials:	\$3,540.00
Labor:	\$1,200.00
Total:	\$4,740.00

New Fairway Unit 1198	
Item	Price
Materials:	\$1,335.00
Labor:	\$1,100.00
Total:	\$2,435.00
Grand Total:	\$14,495.00

WHEREAS, the Parks and Recreation Department desires to pay the grand total as follows: Nine Thousand Two Hundred and Ninety-Five Dollars (\$9,295.00) for materials to be paid from account number 005.504.30-6317; Five Thousand Two Hundred Dollars (\$5,200.00) for labor to be paid from account number 005.504.30-6419; and

WHEREAS, it is in the best interests of the City that EP&L’s professional equipment repair and maintenance services, as described in its submitted invoices, be approved to ensure the continued care and maintenance of the Pete Brown Golf Facility and to prepare for the upcoming Mayor’s Cup.

IT IS, THEREFORE, ORDERED that EP&L’s professional equipment repair and maintenance services, as described in its submitted invoices and discussed above, is approved and that payment shall be made to EP&L as follows:

1. Nine Thousand Two Hundred and Ninety-Five Dollars (\$9,295.00) for materials to be paid from account number 005.504.30-6317.
2. Five Thousand Two Hundred Dollars (\$5,200.00) for labor to be paid from account number 005.504.30-6419

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

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

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

* * * * *

President Lindsay recognized **Council Member Stokes** who moved, seconded by **Council Member Hartley** to add item an item to the agenda on an emergency basis: Order ratifying emergency rental of a portable chiller for the Jtran administration building from Universal Services, LLC. The motion prevailed by the following vote:

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

* * * * *

There came on as the Emergency Agenda Item No. 4: **ORDER RATIFYING EMERGENCY RENTAL OF A PORTABLE CHILLER FOR THE JTRAN ADMINISTRATION BUILDING FROM UNIVERSAL SERVICES, LLC**: Hearing no objections, the Clerk read the following:

ORDER RATIFYING EMERGENCY RENTAL OF A PORTABLE CHILLER FOR THE JTRAN ADMINISTRATION BUILDING FROM UNIVERSAL SERVICES, LLC.

WHEREAS, the chiller unit at the JTRAN Administration Building failed, causing temperatures in the building to become intolerably hot; and

WHEREAS, the Transportation Planning Division of the Department of Planning and Development requested that the Building Maintenance Division of the Department of Public Works make repairs to or replace the chiller at the JTRAN Administration Building; and

WHEREAS, the Building Maintenance Division determined that the chiller was beyond repair, no longer under warranty, and would need to be replaced; and

WHEREAS, the lead time on a replacement chiller may be in excess of one year; and

WHEREAS, the Mayor invoked the City's emergency procurement process due to the need to rent a temporary, portable chiller and replace the existing unit, a copy of the Declaration Invoking the Emergency Procurement Process being attached hereto and incorporated in this order; and

WHEREAS, pursuant to the emergency procurement process, the Mayor has executed a rental contract with Universal Services, LLC for a 20-ton chiller with hoses and cable to connect to the existing HVAC system, including the installation of the unit, and shipping of the unit at a cost of \$5,500.00 per month and one time charges for freight of \$2,875.00 and for installation of \$3,500.00, a copy of which is attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the emergency rental contract with Universal Services, LLC for a 20-ton chiller with hoses and cable to connect to the existing HVAC system, including the installation of the unit, and shipping of the unit at a cost of \$5,500.00 per month and one-time charges for freight of \$2,875.00 and for installation of \$3,500.00, a copy of which is attached to this Order and made a part of these minutes, is ratified.

**DECLARATION INVOKING THE EMERGENCY
PROCUREMENT PROCEDURE**

I. REQUEST

Recently, both chillers at the JATLAN Administrative Facility failed. Without the chillers, the facility is without any air conditioning. The lead time for a new chiller is approximately twenty-nine (29) months. We also have not identified the cause of the chiller failure. Due to the lead time, a temporary chiller will need to be rented to provide air conditioning to the facility until the chillers are replaced, along with repairs or replacement of other HVAC equipment that may be contributing to the chiller failures.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize contracts for a temporary chiller(s), replacement chillers, and repairs or replacement of HVAC equipment that may be affecting the chillers at the JATLAN Administrative Facility, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.


As background information to assist in your determination that an emergency exists, I have attached a memorandum from me. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.



Robert Lee, P.E.
City Engineer, Department of Public Works

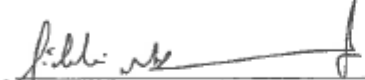
December 11, 2023
DATE

II. REVIEWED AND APPROVED



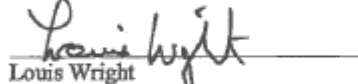
Torri Martin
City Attorney

12/18/23
DATE



Fidelis Malembeka
Chief Financial Officer

12/15/23
DATE




Louis Wright
Chief Administrative Officer

12/15/23
DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the failure of the two chillers at the JATLAN Administrative Facility constitutes an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that contracts for a temporary chiller(s), replacement chillers, and repairs or replacement of HVAC equipment that may be affecting the chillers at the JATLAN Administrative Facility, is authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved, effective December 5, 2023.



CHOKWE A. LUMUMBA
Mayor

12/19/2023
DATE



Universal Services, LLC

708 Main St Leakesville, MS 39451
860 Larson St Jackson, MS 39202
Phone (601)394-4510 • Fax (601) 394-2424 • universalservicesms.com

Proposal

Proprietary and Confidential Property of Universal Services, LLC.
Distribution to other than the named recipient is prohibited

To: Bobby Washington	Date: 11/22/2023
City of Jackson	Proposal No: TR4120
JTRAN	Fax: 601-592-7677
Re: Rental Chiller	Phone: 601-954-7714

Universal Services LLC is pleased to provide the following proposal for your consideration.

Proposed Project Scope:

Provide (1) 20-ton chiller with hoses and cable to connect to system.
Connect chiller to existing system.
Provide freight inbound and outbound.

We shall furnish as specified above for the sum of:

Reoccurring Monthly Rental	\$5,550.00 – per month
Freight	\$2,875.00 – One time charge
Installation	\$3,500.00 – One time charge

Total First Month:	\$11,925.00
Each Month after:	\$5,550.00

Exclusions: Special delivery, labor or other request not listed in project scope. Parts and materials found defective during project not listed in project scope. Warranty on items not furnished by Universal Services.

Terms: Pricing valid for 30 Days. Net 30 Days on all invoices.

Acceptance: Thank you for the opportunity to provide this proposal. If you have any questions or need further assistance, please feel free to call. We would appreciate your signature as acceptance of this proposal.

Authorizing Signature

Universal Services LLC
601-394-4519 Office
601-966-8452 Mobile
tim@rms-ms.com

Council Member Banks moved adoption; **Council Member Stokes** second.

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

Nays – None.

Absent – Lee.

President Lindsay recognized **Council Member Banks** who moved, seconded by **Council Member Stokes** to add an item to the agenda on an emergency basis: Order ratifying the provision of professional services and the purchase of various goods and equipment and approving payment for the same.: The motion prevailed by the following vote:

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

Nays – None.

Absent – Lee.

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There came on as the Emergency Agenda Item No. 5: **ORDER RATIFYING THE PROVISION OF PROFESSIONAL SERVICES AND THE PURCHASE OF VARIOUS GOODS AND EQUIPMENT AND APPROVING PAYMENT FOR SAME.**: Hearing no objections, the Clerk read the following:

ORDER RATIFYING THE PROVISION OF PROFESSIONAL SERVICES AND THE PURCHASE OF VARIOUS GOODS AND EQUIPMENT AND APPROVING PAYMENT FOR SAME.

WHEREAS, over the previous several months, multiple divisions within the Department of Human and Cultural Services (DHCS) required the immediate provision of various professional services from several different vendors. The Department of Human and Cultural Services represents that the services provided were critical to the ongoing operation of its many divisions. These vendors have submitted invoices to DHCS. DHCS is requesting ratification of the services provided and seeking approval of payment to said vendors; and

WHEREAS, pursuant to the City’s attempts to locate and pay outstanding invoices, DHCS represents that it has discovered several such invoices covering the purchase of various goods and equipment. DHCS is requesting ratification of the purchase of these goods and equipment and is requesting approval to make payment for same; and

WHEREAS, the invoices discussed above are as follows:

THALIA MARA HALL				
Date	Vendor	Invoice Number	Description	Total
03/26/24	Global Sector Security	67914	Labor: \$310.00	\$310.00
03/27/24	Global Sector Security	42076	Labor: \$135.00	\$135.00
Total Owed to Global Sector Security:				\$445.00
11/14/23	Davaine Lighting	INV004614	Lamps: \$614.70	\$614.70
11/20/23	Davaine Lighting	INV004613	Power Connectors: \$144.00	\$144.00
Total Owed to Davaine Lighting:				\$758.70
05/16/24	TK Elevator Corp.	5002473548	Labor: \$5,168.38	\$5,168.38
Total Owed to TK Elevator Corp.:				\$5,168.38
TOTAL OUTSTANDING INVOICES FOR THALIA MARA HALL:				\$6372.08

Arts Center of Mississippi				
Date	Vendor	Invoice Number	Description	Total
04/11/24	United Plumbing & Heating Co.	I015473-1	Labor/Repair: \$216.00	\$216.00
Total Owed to United Plumbing & Heating Co.:				\$216.00
04/30/24	Global Sector Security	42107	Labor/Service Call: \$202.50	\$202.50
Total Owed to Global Sector Security:				\$202.50
TOTAL OUTSTANDING INVOICES FOR ARTS CENTER OF MISSISSIPPI:				\$418.50

Smith Robertson Museum & Cultural Center				
Date	Vendor	Invoice Number	Description	Total

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01/03/23	Ponderosa Fence and Gate	8808	Labor/Service Call: \$135.00	\$135.00
03/11/24	Ponderosa Fence and Gate	9592	Labor/Service Call: \$297.00	\$297.00
Total Owed to Ponderosa Fence And Gate:				\$432.00
01/27/24	Snapshot Publishing		Advertisement in magazine: \$1,500.00	\$1,500.00
Total Owed to Snapshot Publishing:				\$1,500.00
11/21/23	Destination Signals		JXN Travel Guide: \$765.00	\$765.00
Total Owed to Destination Signals:				\$765.00
01/15/24	The Tell Agency	1561	Domain Renewal: \$100.00	\$100.00
01/18/24	The Tell Agency	1570	Web Hosting: \$200.00	\$200.00
Total Owed to The Tell Agency:				\$300.00
12/13/23	M&R Protective Systems	14620	Security & Fire Alarm Monitoring: \$528.00	\$528.00
Total Owed to M&R Protective Systems:				\$528.00
TOTAL OUTSTANDING INVOICES FOR SMITH ROBERTSON MUSEUM:				\$3,525.00

Westside Community Center				
Date	Vendor	Invoice Number	Description	Total
09/16/21 To 09/30/21	CCSI Security	17874	55 hours of Security Officer Services: \$12.05 per hour (rounded up)	\$662.86
09/16/22 To 09/30/22	CCSI Security	18545	52.5 hours of Security Officer Services: \$12.05 per hour (rounded up)	\$632.73
Total Owed to CCSI Security:				\$1,295.59
TOTAL OUTSTANDING INVOICES FOR WESTSIDE COMMUNITY CENTER:				\$1,295.59

Miscellaneous				
Date	Vendor	Invoice Number	Description	Total
07/14/22	Business & Office Konnections	22002044	Various Supplies	\$833.18
Total Owed to Business & Office Konnections:				\$833.18
05/18/22	Trio Community Meals	05182022	Beverages & Lunches for Annual Senior Appreciation Day	\$243.00
Total Owed to Trio Community Meals:				\$243.00
TOTAL OUTSTANDING MISCELLANEOUS INVOICES:				\$1,076.18

TOTAL OUTSTANDING INVOICES:	\$26,514.02
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WHEREAS, it is in the best interests of the City that the above-described professional services be ratified, and payments made for same. It is further in the best interests of the City that the above-described provisioning of various goods and equipment be ratified, and payment made for same.

IT IS HEREBY ORDERED that the professional services described in this Order are ratified and that payment shall be made to the vendors who provided said professional services

**REGULAR MEETING OF THE CITY COUNCIL
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pursuant to the table contained in this Order; further, all invoices referenced in this Order are incorporated herein as if fully printed.

IT IS FURTHER ORDERED that the provisioning of various goods and equipment described in this Order are ratified and that payment shall be made to the vendors who provided said goods and equipment pursuant to the table contained in this Order.

IT IS FURTHER ORDERED that the vendors listed in the table contained in this Order shall be paid the following amounts from the following account numbers:

	<u>Vendor</u>	<u>Amount</u>	<u>Account Number</u>
01.	Global Sector Security(TM)	\$445.00	406-43350-6419
02.	Davaine Lighting	\$758.70	001-41910-6317
03.	TK Elevator Corp.	\$5,168.38	001-41910-6464
04.	United Plumbing & Heating	\$216.00	001-41910-6317
05.	Global Sector Security (Arts Center)	\$202.50	001-41810-6317
06.	Ponderosa Fence & Gate	\$432.00	001-43600-6317
07.	Snapshot Publishing	\$1,500.00	001-43600-6444
08.	Destination Signals	\$765.00	001-43600-6444
09.	The Tell Agency	\$300.00	001-43600-6444
10.	M&R Protective Systems	\$528.00	001-43600-6419
11.	CCSI Security	\$1,295.59	001-43300-6419
12.	Business & Office Konnextions	\$833.18	001-43600-6419
13.	Trio Community Meals	<u>\$243.00</u>	001-43420-6419
	TOTAL:	\$12,687.35	

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

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

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

* * * * *

Note: Council Member Stokes left the meeting.

* * * * *

There came on for Discussion Item No. 31:

DISCUSSION: JPD FLEET STATUS: President Lindsay recognized Council Member Foote who expressed concerns about JPD Fleet status at the Municipal Garage and requested additional information. Mayor Chokwe Antar Lumumba provided information on anticipated plans concerning vehicle requests and auctions. Assistant Chief Grizzell elaborated on those plans. Council Member Foote suggested disposal options.

* * * * *

There came on for Discussion Item No. 32:

DISCUSSION: O HOTEL DEMOLITION STATUS: President Lindsay recognized Council Member Foote who requested demolition status. Drew Martin, City Attorney stated the previous briefing to the Council was on criminal proceedings. The city is anticipating during the Administrative Court hearing on August 27, 2024, they will adopt a recommendation to demolish. If the recommendation is adopted, an Order will be presented to the Council at the following council meeting to approve and demolish. Planning will begin the bidding process. They are expecting by mid-September all requirements will be met. Mayor Chokwe Antar Lumumba suggested that if the recommendation is adopted, a special council meeting can be held. Drew Martin, City

Attorney stated that the city is awaiting an order from Judge Reynolds to allow the boarding of windows and fencing off the hotel until demolition.

There came on for Discussion Item No. 33:

DISCUSSION: HINDS COUNTY JAIL UPDATE: **President Lindsay** stated said item will be held until the next Regular Council Meeting to be held on August 27, 2024, at 10:00 a.m. at the request of **Council Member Stokes**.

There came on for Discussion Item No. 34:

DISCUSSION: JACKSON STATE UNIVERSITY PARKWAY (ROBERT SMITH PARKWAY): **President Lindsay** stated said item will be held until the next Regular Council Meeting to be Held on August 27, 2024, at 10:00 a.m. at the request of **Council Member Stokes**.

There came on for Discussion Item No. 35:

DISCUSSION: UNPAID INVOICES OF THE MUNICIPAL GARAGE: **President Lindsay** recognized **Mayor Chokwe Antar Lumumba** who stated that this item is in reference to the \$100,000.00 provided by the council for people providing information who help solve crime. The Police department was able to use other resources but requested to utilize the money for vehicles.

There came on for Discussion Item No. 37:

DISCUSSION: LITIGATION MATTERS: **President Lindsay** stated said item would be discussed later in the meeting.

MONTHLY FINANCIAL REPORTS AS REQUIRED ACCORDING TO SECTION 21-35-13 OF THE MISSISSIPPI CODE ANNOTATED OF 1972. **President Foote** stated that all City Council members had received the monthly financial report for review.

The following reports/announcements were provided during the meeting:

- **Mayor Lumumba** announced the following:
 - Back to School Celebration and Supply Giveaway will be held on August 17, 2024, from 9:00 a.m. to 12:00 p.m. at the Jackson Zoo. This event is free to the public.
 - Mayor Action Line – Please report issues at 601-960-1111. They are open Monday through Friday 8:00 a.m. to 5:00 p.m.
 - The Mayor’s Golf Tournament is August 30, 2024, at 9:00 a.m.

Note: Council Member Foote and Council Member Hartley left the meeting.

President Lindsay announced that the meeting stands in recess for five minutes before going into Closed Session for Discussion Item No. 37. Hearing no objections, the meeting was recessed.

Note: Council Member Foote returned to the meeting.

President Lindsay reconvened the recessed meeting.

President Lindsay recognized **Council Member Banks** who moved, seconded by **Vice President Grizzell** to go into Closed Session regarding Discussion Item No. 37: **LITIGATION MATTERS**. **The motion prevailed by the following vote:**

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

President Lindsay announced to the public that the Council voted to go into Closed Session to discuss going into Executive Session regarding Discussion Item No. 37: **LITIGATION MATTERS**.

President Lindsay announced to the public that the Council voted to go into Closed Session to discuss going into Executive Session regarding Discussion Item No. 37: **LITIGATION MATTERS**.

During Closed Session, **Council Member Foote** moved and **Council Member Banks** seconded to go into Executive Session regarding Discussion Item No. 37: **LITIGATION MATTERS**. The motion prevailed by the following vote:

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

President Lindsay recognized **Council Member Banks** who moved, seconded by **Vice President Grizzell** to come out of Executive Session. The motion prevailed by the following vote:

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

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

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Zoning Council Meeting at 2:30 p.m. August 19, 2024. At 12:33 p.m., the Council stood adjourned.

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 13, 2024 10:00 A.M.**

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PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

* * * * *

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 August 19, 2024, being the third Monday of said month when and where the following things were had and done to wit:

Present: Council Members: Virgi Lindsay, Council President, Ward 7; Brian Grizzell, Council Vice President, Ward 4 (via teleconference); Ashby Foote, Ward 1 (via teleconference); Vernon Hartley, Ward 5 and Aaron Banks, Ward 6. Directors: Shanekia Mosley-Jordan, Clerk of Council; Sabrina Shelby, Chief Deputy Clerk of Council; Ester Ainsworth, Zoning Administrator and Ramona Williams, Deputy City Attorney.

Absent: Kenneth I. Stokes, Ward 3.

The meeting was called to order by **President Virgi Lindsay**.

President Lindsay recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4257, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

President Lindsay requested that the Clerk read the Order:

ORDER GRANTING TRACY WILLIS A SPECIAL EXCEPTION TO ALLOW FOR A PRIVATE KENNEL FOR UP TO FIVE (5) CANINES WITHIN A R-1A (SINGLE-FAMILY) RESIDENTIAL DISTRICT FOR THE PROPERTY LOCATED AT 301 SEWANEE DR. (PARCEL: 119-105-1) CASE NO. 4257.

WHEREAS, Tracy Willis has filed a petition for a Special Exception to allow for a private kennel for up to five (5) canines within a R-1 (Single-Family) Residential District for the property located at 301 Sewanee Dr. (Parcel 119-105-1), 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 Special Exception to allow for a private kennel for up to five (5) canines within a R-1A (Single-Family) Residential District; and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the City Council would be held at the City Hall at 2:30 p.m., August 19, 2024 to consider said petition, based upon the record of the case as developed before the 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 July 4, 2024 and July 18, 2024 that a hearing had been held by the Jackson City Planning Board on July 24, 2024, as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and

WHEREAS, the Jackson City Council, after having considered the matter, is of the opinion and that a Special Exception to allow for a private kennel for up to five (5) canines within a R-1A (Single-Family) Residential District does support the promotion of the public health, safety, morals, the general welfare of the community and the granting of such will not adversely affect adjacent property owners.

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

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

Lot 11, Block H, North Sunnyside Additions, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Court of Hinds County at Jackson, Mississippi, in Plat Book #1, page 69 reference to which is hereby made in aid of and as a part of this description.

be and is hereby granted a Special Exception to allow for a private kennel for up to five (5) canines within a R-1A (Single-Family) Residential District for the property located at 301 Sewanee Dr. The granting of the Special Exception is contingent upon the activity not constituting a nuisance or health hazard; with the indoor and/or outdoor enclosures being located at the rear of residential structures with a minimum setback of fifty (50) ft. from all adjacent property lines; with the approval through Site Plan Review process for all types of enclosures, buffering and plans for the removal of wastes; and prior to the granting and renewal of the Special Exception, a notarized letter from a licensed veterinarian verifying the health status and current shot record of the animal(s) is submitted.

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

President Lindsay recognized **Tracy Willis, Applicant**, who spoke in favor of a Special Exception to allow for a private kennel for up to five (5) canines within a R-1A (Single-Family) Residential District.

There was no opposition from the public.

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

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

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

President Lindsay recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4258, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

President Lindsay requested that the Clerk read the Order:

ORDER GRANTING CAPITOL MAGNOLIA, LLC A USE PERMIT TO ALLOW FOR THE CONVERSION OF AN OFFICE BUILDING INTO A MULTIFAMILY APARTMENT COMPLEX FOR UP TO TWENTY (20) UNITS WITHIN A C-2 (LIMITED) COMMERCIAL DISTRICT FOR THE PROPERTY LOCATED AT 2625-2639 RIDGEWOOD RD (PARCEL 542-230), CASE NO. 4258.

WHEREAS, Capitol Magnolia, LLC has filed a petition for a Use Permit to allow for the conversion of an office building into multifamily apartments of up to twenty (20) units within a C-2 (Limited) Commercial District for the property located at 2625-2639 Ridgewood Rd (Parcel 542-230) 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 the conversion of an office building into multifamily apartments of up to twenty (20) units within a C-2 (Limited) Commercial District for the property located at 2625-2639 Ridgewood Rd (Parcel 542-230); 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, August 19, 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 July 4, 2024 and July 18, 2024 that a hearing had been held by the Jackson City Planning Board on July 24, 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 proposed use would not be detrimental to the continued use, value, or development of properties in the vicinity and that a Use Permit be granted to allow for the conversion of an office building into multifamily apartments of up to twenty (20) units within the existing C-2 (Limited) Commercial District of the City of Jackson.

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

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

BEGINNING AT THE SOUTHEAST CORNER OF LELIA STREET AND SOUTHERLAND STREET IN JACKSON, HINDS COUNTY, MISSISSIPPI, RUN THENCE SOUTH 88 DEGREES 59 MINUTES EAST 478.0 FEET ALONG THE SOUTHERLY MARGIN OF LELIA STREET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED: THENCE CONTINUE ALONG THE SOUTHERLY MARGIN OF LELIA STREET SOUTH 88 DEGREES 59 MINUTES EAST 29.85 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES WEST 298.48 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES WEST 134.17 FEET; THENCE NORTH 01 DEGREES 01 MINUTES EAST 201.81 FEET; THENCE SOUTH 88 DEGREES 59 MINUTES EAST 100.0 FEET; THENCE NORTH 01 DEGREES 01 MINUTES EAST 100.0 FEET TO THE POINT OF BEGINNING.

THE ABOVE- DESCRIBED PARCEL CONTAINS 0.68 ACRES, MORE OR LESS, ALL OF WHICH IS LOCATED IN THE SE 1/4 OF SECTION 25, TOWNSHIP 6 NORTH, RANGE 1 EAST, FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI.

LESS AND EXCEPT THE FOLLOWING PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF LELIA STREET AND SOUTHERLAND STREET IN JACKSON, HINDS COUNTY, MISSISSIPPI, RUN THENCE SOUTH 88 DEGREES 59 MINUTES EAST A DISTANCE OF 478.00 FEET ALONG THE SOUTHERLY MARGIN OF LELIA STREET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE ALONG THE SOUTHERLY MARGIN OF LELIA STREET SOUTH 88 DEGREES 59 MINUTES EAST A DISTANCE OF 29.85 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES WEST A DISTANCE OF 100.00 FEET; THENCE NORTH 88 DEGREES 59 MINUTES WEST A DISTANCE OF 31.3 FEET TO THE SOUTHEASTERN CORNER OF THAT CERTAIN PARCEL 1 AS DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 6890 AT PAGE 61; THENCE NORTH 01 DEGREES 01 MINUTES EAST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE -DESCRIBED PARCEL CONTAINS 0.07 ACRES, MORE OR LESS BEING LOCATED IN THE SE 1/4 OF SECTION 25, TOWNSHIP 6 NORTH, RANGE 1 EAST, FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI.

BEGINNING AT THE SOUTHEAST CORNER OF LELIA STREET AND SOUTHERLAND STREET IN JACKSON, HINDS COUNTY, MISSISSIPPI, RUN THENCE SOUTH 88 DEGREES 59 MINUTES EAST A DISTANCE OF 478.00 FEET ALONG THE SOUTHERLY MARGIN OF LELIA STREET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE ALONG THE SOUTHERLY MARGIN OF LELIA STREET SOUTH 88 DEGREES 59 MINUTES EAST A DISTANCE OF 29.85 FEET; THENCE

SOUTH 0 DEGREES 12 MINUTES WEST A DISTANCE OF 100.00 FEET; THENCE NORTH 88 DEGREES 59 MINUTES WEST A DISTANCE OF 31.3 FEET TO THE SOUTHEASTERN CORNER OF THAT CERTAIN PARCEL 1 AS DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 6890 AT PAGE 61; THENCE NORTH 01 DEGREES 01 MINUTES EAST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE- DESCRIBED PARCEL CONTAINS 0.07 ACRES, MORE OR LESS BEING LOCATED IN THE SE 1/4 OF SECTION 25, TOWNSHIP 6 NORTH, RANGE 1 EAST, FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI.

be and is hereby modified so as to approve a Use Permit to allow for the conversion of an office building into multifamily apartments of up to twenty (20) units for the property located at 2625-2639 Ridgewood Rd (Parcel 542-230) within a C-2 (Limited) Commercial District. However, that before a Use Permit is issued for any structure to be erected or use thereof on the said property, the applicant must meet the requirements established through the Site Plan Review process.

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

President Lindsay recognized **Justin Peterson, Representative for the Applicant**, who spoke in favor of a Use Permit to allow for the conversion of an office building into multifamily apartments of up to twenty (20) units within a C-2 (Limited) Commercial District.

There was no opposition from the public.

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

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

Nays – None.

Absent – Stokes.

President Lindsay recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4260, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

President Lindsay requested that the Clerk read the Order:

ORDER GRANTING DEANGEALO BARRETT A USE PERMIT TO ALLOW FOR THE PLACEMENT OF A MANUFACTURED HOUSE WITHIN A R-2 (SINGLE & TWO FAMILY) RESIDENTIAL DISTRICT ON THE PROPERTY LOCATED AT 0 RAND ST. (PARCEL 707-107), CASE NO. 4260.

WHEREAS, DeAngealo Barrett has filed a petition for a Use Permit to allow for the placement of manufactured house within a R-2 (Single & Two Family) Residential District on the property located at 0 Rand St. (Parcel 707-107) 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 the placement of a manufactured house within a R-2 (Single & Two Family) Residential District on the property at 0 Rand St. (Parcel 707-107); 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, August 19,

2024, 2023 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 July 4, 2024 and July 18, 2024 that a hearing had been held by the Jackson City Planning Board on July 24, 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 R-2 (Single & Two Family) Residential District of the City of Jackson; and

WHEREAS, the Jackson City Council, after having considered the matter, is of the opinion that proposed use would not be detrimental to the continued use, value, or development of properties in the vicinity and not being hazardous, detrimental, or disturbing to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances in addition to being in compliance with the Comprehensive Plan and that a Use Permit be granted to allow for the placement of a manufactured house within the existing R-2 (Single & Two Family) Residential District for the property located at 0 Rand St. (Parcel 707-107) located in the City of Jackson.

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

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

270.5 ft x 122 FT N & S IN NE COR LOT 19 SCHROEDERS 3RD SUBN LESS TO INDIVIDUALS LESS TO ST

be and is hereby modified so as to approve a Use Permit to allow for the placement of a manufactured house within a R-2 (Single & Two Family) Residential District on the property located at 0 Rand St. (Parcel 707-107). 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 for the placement of a manufactured house and through the Site Plan Review process. The requirements for the placement of a manufactured house shall be that:

- The unit is not located in the R-1A & R-3 Residential Districts;
- The unit is new or less than ten (10) years old;
- The units are similar to surrounding neighborhood features;
- Landscaping is similar to surrounding neighborhood features;
- The permanent hitch, wheels, axles, or other devices allowing transportation are removed;
- The unit is erected on a conventional foundation and is permanently affixed to the property;
- Permanent water and sewer facilities are available to the site;
- The unit has a HUD Certification Label (tag); and
- Prior to the placement of the unit on the site and the issuance of a building permit, documented approval of the unit from the State of Mississippi Fire Marshall's Office must be obtained.

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

President Lindsay recognized **DeAngealo** and **Teresa Barrett, the Applicants**, who spoke in favor of a Use Permit to allow for the placement of a manufactured house within a R-2 (Single & Two Family) Residential District.

There was no opposition from the public.

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

Yeas – Banks, Grizzell and Lindsay.

Nays – None.

Abstention – Hartley.

Absent – Foote and Stokes.

Note: Council Member Foote and Council Member Hartley left the meeting during the discussion.

Note: Council Member Hartley returned to the meeting during the discussion.

Cancelled Special Exceptions\Use Permits – No Action Required:

**(Ward 2) C-UP 4217 – Patrick Herring – 5295 I-55 North Frontage Rd. Suite C.
(Parcel 507-350-1)**

- C-UP was granted to Patrick Herring on Aug. 21, 2023 to allow for the operation of a Used Car Dealership within a C-3 (General) Commercial District.
- Cancellation was based upon non-response and non-payment from the grantee by the deadline date of August 9, 2024.

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

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

<u>CASE NO.</u>	<u>NAME</u>	<u>LOCATION</u>	<u>USE</u>	<u>GRANTED</u>
SE- 3676 Ward 3	Richard Moman	4644 N. State St.	Tax Office	08/18/08
C-UP 3946 Ward 7	Catholic Diocese of Jackson	921 N. President St.	Emergency Shelter/Mission	08/15/16
C-UP 4092 Ward 2	Linds Stuckey	5753 Angle Drive	Commercial Day Care	08/17/20
SE-4094 Ward 7	Bill Kellum	1438 N. State St.	Law Office	08/17/20

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

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

Yeas – Banks, Grizzell, Hartley and Lindsay.

Nays – None.

Absent – Foote and Stokes.

**REGULAR ZONING MEETING OF THE CITY COUNCIL
MONDAY, AUGUST 19, 2024 2:30 P.M.**

800

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 3:00 p.m. on Monday, August 19, 2024. At 3:17 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

* * * * *

8

**ORDINANCE AMENDING SECTIONS 118-593, -595, AND -600
CITY OF JACKSON CODE OF ORDINANCES, NEIGHBORHOOD
TRAFFIC CALMING PROCEDURE**

OFFICE OF THE ATTORNEY
GENERAL
OF THE STATE OF MISSISSIPPI

WHEREAS, the Neighborhood Traffic Calming Procedure was established to provide a procedure to consider, evaluate, implement and remove traffic calming measures on residential streets in the City of Jackson; and

WHEREAS, due to City funds for traffic being exhausted, several years have passed since the City has received applications for traffic calming and the traffic calming committee established by section 118-595 of the Code of Ordinances is now defunct; and

WHEREAS, there is now a need to reconstitute the committee to review a self-funded application for traffic calming under the Neighborhood Traffic Calming Procedure; and

WHEREAS, due to sporadic activity of the traffic calming committee, the operation of a separate committee is unnecessary and unduly burdensome to administer; and

WHEREAS, it is proposed that a subcommittee of the City Planning Board appointed by the chairman of that Board to meet as needed to consider traffic calming application and to otherwise perform the duties of the committee originally created by the ordinance by amending section 118-593 of the Code of Ordinances as follows:

The following words, terms and phrases, as used in this article, shall have the meanings respectively ascribed to them in this section, unless the context clearly indicates otherwise:

Arterial street means any major street in the city that serves as an avenue for the circulation of traffic onto, out of or around the city and carries high volumes of traffic.

Collector street means any two- or four-lane street that links an arterial street with another collector street or a local street.

Dwelling unit means one or more rooms physically arranged to create an independent housekeeping establishment for occupancy by one family.

Local street means any two lane street with the primary purpose for providing access to abutting residential properties.

Traffic calming committee ~~includes~~ means the seven-member committee appointed by the mayor from each of the City of Jackson's seven wards and confirmed by the city council subcommittee of the City Planning Board, each member representing one of the City's seven wards and appointed by the Chairman of the Planning Board. The committee shall have the duty to establish traffic calming priorities and select streets that will receive traffic calming devices responsibilities set forth in Section 110-594 of the Code of Ordinances.

**Introduction to Ordinance No. 8
8.27.2024**

WRIGHT, LUMUMBA

evaluation will include, at a minimum, a review of traffic volumes, speeds, and accidents.

(b) Modification or removal. Upon a finding by the city traffic engineer of a hazardous situation or condition created by a traffic calming device, said situation shall be immediately corrected through modification or removal of traffic calming device or devices. Residents of an affected area may, upon submission of a petition to the traffic calming committee signed by at least one member of ~~51~~ **at least seventy-six percent (76%)** of the dwelling units having automobile access on the block of the street where a traffic calming device is located, request its removal. In the instance that a traffic calming device is located at the intersection of two streets, the signature requirement shall apply to all intersecting street blocks.

THEREFORE, BE IT ORDAINED as follows:

SECTION 1. Section 118-593 of the City of Jackson Code of Ordinances is amended to read as follows:

The following words, terms and phrases, as used in this article, shall have the meanings respectively ascribed to them in this section, unless the context clearly indicates otherwise:

Arterial street means any major street in the city that serves as an avenue for the circulation of traffic onto, out of or around the city and carries high volumes of traffic.

Collector street means any two- or four-lane street that links an arterial street with another collector street or a local street.

Dwelling unit means one or more rooms physically arranged to create an independent housekeeping establishment for occupancy by one family.

Local street means any two lane street with the primary purpose for providing access to abutting residential properties.

Traffic calming committee means the seven-member subcommittee of the City Planning Board, each member representing one of the City's seven wards and appointed by the Chairman of the Planning Board. The committee shall have the responsibilities set forth in Section 110-594 of the Code of Ordinances.

Traffic calming device means an element of a traffic calming plan selected from among those devices authorized herein for use within the city.

Traffic calming study means an appraisal of traffic conditions in the development of a plan for installing one or more traffic calming devices in a residential neighborhood.

evaluation will include, at a minimum, a review of traffic volumes, speeds, and accidents.

(b) Modification or removal. Upon a finding by the city traffic engineer of a hazardous situation or condition created by a traffic calming device, said situation shall be immediately corrected through modification or removal of traffic calming device or devices. Residents of an affected area may, upon submission of a petition to the traffic calming committee signed by at least one member of ~~51~~ at least 76 percent of the dwelling units having automobile access on the block of the street where a traffic calming device is located, request its removal. In the instance that a traffic calming device is located at the intersection of two streets, the signature requirement shall apply to all intersecting street blocks.

THEREFORE, BE IT ORDAINED as follows:

SECTION 1. Section 118-593 of the City of Jackson Code of Ordinances is amended to read as follows:

The following words, terms and phrases, as used in this article, shall have the meanings respectively ascribed to them in this section, unless the context clearly indicates otherwise:

Arterial street means any major street in the city that serves as an avenue for the circulation of traffic onto, out of or around the city and carries high volumes of traffic.

Collector street means any two- or four-lane street that links an arterial street with another collector street or a local street.

Dwelling unit means one or more rooms physically arranged to create an independent housekeeping establishment for occupancy by one family.

Local street means any two lane street with the primary purpose for providing access to abutting residential properties.

Traffic calming committee means the seven-member subcommittee of the City Planning Board, each member representing one of the City's seven wards and appointed by the Chairman of the Planning Board. The committee shall have the responsibilities set forth in Section 110-594 of the Code of Ordinances.

Traffic calming device means an element of a traffic calming plan selected from among those devices authorized herein for use within the city.

Traffic calming study means an appraisal of traffic conditions in the development of a plan for installing one or more traffic calming devices in a residential neighborhood.

Traffic count means a manual or automatic count of the number of vehicles traversing a particular street in a given time period.

SECTION 2. Section 118-595 of the City of Jackson Code of Ordinances is amended to read as follows:

A traffic calming study shall be considered upon receipt by the traffic calming committee of an application signed by at least one member of at least seventy-six percent (76%) of the dwelling units having automobile access on the block of the street where a traffic calming device is requested. In the instance that a traffic calming device is proposed at the intersection of two streets, the signature requirement shall apply to all intersecting street blocks. In addition to the required signatures, the application shall identify the traffic problems to be remedied and goals to be achieved through traffic calming and the suggested traffic calming devices to be installed.

SECTION 3. Section 118-600 of the City of Jackson Code of Ordinances is amended to read as follows:

(a) Evaluation. The traffic engineering division shall evaluate traffic calming projects from a safety perspective within one year after installation. The evaluation will include, at a minimum, a review of traffic volumes, speeds, and accidents.

(b) Modification or removal. Upon a finding by the city traffic engineer of a hazardous situation or condition created by a traffic calming device, said situation shall be immediately corrected through modification or removal of traffic calming device or devices. Residents of an affected area may, upon submission of a petition to the traffic calming committee signed by at least one member of at least 76 percent of the dwelling units having automobile access on the block of the street where a traffic calming device is located, request its removal. In the instance that a traffic calming device is located at the intersection of two streets, the signature requirement shall apply to all intersecting street blocks.

SECTION 4. This ordinance shall be effective thirty (30) days after passage.

SECTION 5. The Municipal Clerk shall cause this ordinance to be publish.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET August 19, 2024
DATE

P O I N T S		C O M M E N T S					
1.	Brief Description/Purpose	ORDINANCE AMENDING SECTIONS 118-593, -595, AND -600 OF THE CITY OF JACKSON CODE OF ORDINANCES, NEIGHBORHOOD TRAFFIC CALMING PROCEDURE					
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life					
3.	Who will be affected	Residents of Jackson seeking traffic calming for their neighborhoods					
4.	Benefits	Reconstitutes the Traffic Calming Committee as a subcommittee of the Planning Board, so that it remains intact between neighborhood requests					
5.	Schedule (beginning date)	Effective one month following passage					
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide					
7.	Action implemented by: ▪ City Department ▪ Consultant	Department of Public Works					
8.	COST	N/A					
9.	Source of Funding <input type="checkbox"/> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A					
10.	EBO participation	ABE _____ %	WAIVER	yes _____	no _____	N/A _____	
		AABE _____ %	WAIVER	yes _____	no _____	N/A _____	
		WBE _____ %	WAIVER	yes _____	no _____	N/A _____	
		HBE _____ %	WAIVER	yes _____	no _____	N/A _____	
		NABE _____ %	WAIVER	yes _____	no _____	N/A _____	



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Hon. Chokwe Antar Lumumba, Mayor
From: Louis Wright, Chief Administrative Officer
Date: August 19, 2024
Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda amending the City's Neighborhood Traffic Calming Procedure Ordinance. The Neighborhood Traffic Calming Procedure was administered by the Traffic Calming Committee. This was a separate, appointed and confirmed board consisting of seven members, one from each ward.

Following a number of years of extensive use of the Neighborhood Traffic Calming Procedure, primarily due to funding available through the Mississippi Department of Transportation, many years have passed since there have been requests for traffic calming. As a consequence, the Traffic Calming Committee is currently defunct, all the members terms having expired. There have several recent requests for traffic calming, to which the process of the Neighborhood Traffic Calming Procedure Ordinance apply. Rather than attempt to locate citizens to serve on a committee that meets sporadically, then appoint and confirm them, only to have them meet a few times before their term expires, the Department of Public Works proposes that seven members of the City Planning Board, each representing one of the City's seven wards be appointed by the Chairman of the Planning Board be appointed to a subcommittee of the Planning Board that will assume the responsibilities of the Traffic Calming Committee.

Also, under the previous process, the Traffic Calming Committee learned, through experience, that a bare majority of residents residing on the affected portions of the streets was not sufficient support for a traffic calming measure and usually indicated significant opposition. The Traffic Calming Committee, through its authority to adopt rules and regulations for applications and the approval of applications, adopted a requirement of approval of over 75% of the affected residents to install traffic calming devices.

Based on this experience, the Department of Public Works proposes to amend the threshold approve required in an application to over 75% of the affected residents.

It is the recommendation of Public Works that this agenda item be approved. If you have any questions or comments, please do not hesitate to call me.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2725
Jackson, Mississippi 39207-2714
Telephone: (601) 960-1775
Facsimile: (601) 960-1750
8/22/24

OFFICE OF THE CITY ATTORNEY

This **ORDINANCE AMENDING SECTIONS 118-593, -595, AND -600 OF THE CITY OF JACKSON CODE OF ORDINANCES, NEIGHBORHOOD TRAFFIC CALMING PROCEDURE** is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, CITY ATTORNEY

8/22/24

DATE

Sondra Moncure, *Special Assistant*



Terry Williamson, *Legal Counsel*



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11

ORDER APPOINTING JENNIFER WELCH TO THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF JACKSON.

WHEREAS, the Historic Preservation Commission of the City of Jackson is comprised of not less than nine (9) At Large members who shall each serve a three (3) year term; and

WHEREAS, the Mayor, after evaluation and review of her qualifications, has appointed Jennifer Welch to fill the board vacancy for the Historic Preservation Commission of the City of Jackson with a term to begin on August 1, 2024.

IT IS THEREFORE, ORDERED, that the Mayor's appointment of Jennifer Welch to the Historic Preservation Commission of the City of Jackson be confirmed with the term to begin on August 1, 2024 and to expire on August 1, 2027.

ITEM NO. 11
DATE: August 27, 2024
BY: (Keeton, Lumumba)

Accepted for the City of Jackson

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

**July /25/24
DATE**

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER APPOINTING JENNIFER WELCH TO THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF JACKSON
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	7. Quality of Life 4. Neighborhood Enhancement
3.	Who will be affected	The citizens of the City of Jackson.
4.	Benefits	
5.	Schedule (beginning date)	
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Citywide
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	OFFICE OF CITY PLANNING DEPARTMENT OF PLANNING AND DEVELOPMENT
8.	COST	N/A
9.	Source of Funding ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A AABE _____% WAIVER yes ___ no ___ N/A WBE _____% WAIVER yes ___ no ___ N/A HBE _____% WAIVER yes ___ no ___ N/A NABE _____% WAIVER yes ___ no ___ N/A



Memo

To: Chokwe Lumumba, Mayor

**From: Jhal Keeton, Director
Department of Planning and Development**

Date: July 25, 2024

Re: Agenda Item

Attached is an item for the agenda order appointing Jennifer Welch to serve as one of the representatives for the City of Jackson Historic Preservation Commission. **Per Sec. 70-50 of the City of Jackson Code of Ordinances, the Historic Preservation Commission shall:**

1. **implement, provide for, plan to conduct or conduct or cause to be conducted, studies and surveys of architectural, archaeological, cultural and historic resources within the city, if such study has not already been conducted. Such study and survey activity shall be ongoing and updated as necessary;**
2. **recommend to the city the adoption of ordinances designating landmarks, landmark sites and historic districts;**
3. **review applications proposing erection, alteration, restoration, demolition or moving of any landmark or building located on a landmark site or within a historic district so designated by the board and may grant or deny the certificates of appropriateness in whole or in part and may grant certificates of appropriateness contingent upon the acceptance by the applicant of specified conditions;**
4. **not consider interior arrangements of buildings and structures except that it may when requested by the department of archives and history to advise the department on questions relating to the interiors of publicly owned historic buildings. Interior arrangements not to be considered by the commission shall include floor plans, architectural details and finishes, but the commission may consider interior structural elements visible through**

doors windows if they become deteriorated because of demolition by neglect. Such interior structural elements may include walls, floors and ceilings, as well as other supporting elements of a composite structure;

5. promulgate and publish such standards and rules of procedure as are necessary to carry out the provisions of this chapter;
6. The commission is authorized to apply for, receive, hold and spend funds from private and public sources, in addition to appropriations made by the city for the purpose of carrying out provisions of this chapter; **additionally**
7. No member, employee or agent of the commission shall enter any private building or structure without the express written consent of the owner of record.
8. may recommend that the city recognize subdistricts within any historic district in order that the commission may adopt specific guidelines for the regulation of properties within such a subdistrict;
9. may, by local ordinance, review proposed governmental actions affecting governmentally owned structures included within local historic districts, located on landmark site or designated as landmarks; and
10. the commission, subject to the consent of and the requirements of the city, may employ such staff or contract with technical experts or other persons as may be required for the performance of its duties and may obtain the equipment, supplies and other materials necessary for its effective operation.

Please contact Chloe Jhai Keeton at 601-960-1993 with any questions or clarifications you may have.

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 APPOINTING JENNIFER WELCH TO THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF JACKSON is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Sondra Moncure, Special Assistant 



Date

Jennifer Welch

Real Estate Broker #S18899 with 23 years of experience in property management ▪
2018 President of the MS Apartment Association ▪ MS Business Journal's 2020 Selection of Top 50 Under 40

EMPLOYMENT

- Founder & CEO, Vesica Real Estate (formerly Belhaven Residential)** January 2006 – Present
- Specializing in investment analysis, acquisitions, rehabs, and historic restorations
 - Oversee the management of 500 residential rental units in Mississippi
 - Hire and supervise fifteen employees
 - Obtain bids for needed capital improvements and oversee multiple contract vendors
 - Oversee accounts receivable, accounts payable, and payroll
 - Manage debt service and maximize financing strategies
 - Audit monthly financial reports
 - Purchased in May 2018 and renovated 63 rental units in Meridian, MS renamed Redbud Village.
 - The Jackson Historic Preservation Commission presented me with an Award of Merit for 811 N Jefferson St in May 2010, honorable mention for 920 Harding in May 2013, and 1st Place for Residential Restoration in May 2016.
 - MS Apartment Association awarded my property named Turtle Crossing with “2018 Property of the Year: 150 Units or Under” for the exterior renovation and the interior rehab of eight rental units
 - Heritage Award for Distinguished Service in July 2020 by the MS Heritage Trust
 - Selected by the MS Business Journal for the 2020 class of Top 50 Under 40
- Property Manager, Nejam Properties** Dec 2000 – Dec 2005
- Managed 400 rental units and *Fondren Village*, a retail shopping center with nine shops
 - Promoted from Leasing Manager to Property Manager in December 2004
 - Responsible for accounts payable and for monitoring and minimizing budget variances
 - Achieved goal of converting paper record-keeping to computerized database (i.e., Tenant Pro)
 - Consulted with prospective tenants and approved eligible applicants
 - Performed various administrative duties, including maintaining records for all current tenants and accounts receivable, resolving tenant grievances, recording and managing maintenance requests

EDUCATION

- Millsaps College Else School of Management – Jackson, MS**
- Commercial Real Estate Investment Seminar 2022, 2019 & 2015
- Institute of Real Estate Management – Brandon, MS**
- Budgeting and Financial Calculations Workshop September 2013
 - Investment Real Estate Financing and Valuation: Parts One, Two, and Three March 2012
- Hinds College – Raymond, Mississippi**
- Principles of Real Estate, Real Estate Law, and Residential Mortgage Lending to obtain a Broker's License with the MS Real Estate Commission. Spring 2008
- Millsaps College – Jackson, Mississippi**
- **Master of Business Administration** July 2006
 - GPA: 3.86/4.00
 - Dean's Scholarship and Coggin Lee Scholarship awarded
 - **Bachelor of Business Administration** December 2003
 - Minor: Economics

████████████████████
████████████████████
▪ Beta Gamma Sigma ▪ Phi Eta Sigma ▪ President's Scholar ▪ GPA: 3.81/4.00

Study Abroad Programs Completed

- Kansai Gaidai University – Osaka, Japan Fall 2002
- Millsaps International Business Program – London, Munich, Florence Summer 2003

Board Service

City of Jackson Planning Board (April 2019-November 2023); Greater Belhaven Foundation: Board (2019-Present); Mississippi Apartment Association: President (2018), Vice President (2016), Board (2016-18); MS Multi-family Council: President (2015), Board (2012-2015), Vice President (2014); Belhaven Heights Community Association: President (2013-2015), Board (2011-2018), Treasurer (2018-Present, 2011); Oaks House Museum: Chair of the Board (2021-Present), Board (2016-Present)

12

ORDER AUTHORIZING THE MAYOR TO REAPPOINT ALEX LAWSON TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD.

OFFICE OF THE CITY CLERK
8/6/24

WHEREAS, the Jackson Redevelopment Authority Board consists of seven (5) members nominated by the Mayor for a term of five (5) years; and

WHEREAS, the term has expired for the Ward Two representative; and

WHEREAS, Alex Lawson of Ward Two, after evaluation of his qualifications, has been nominated by the Mayor to be reappointed.

IT IS THEREFORE ORDERED that the Mayor's appointment of Alex Lawson to the Jackson Redevelopment Authority Board be confirmed with said term to expire August 13, 2029.

Agenda Item No. 12
August 27, 2024
(Lumumba)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO REAPPOINT ALEX LAWSON TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD** is legally sufficient for placement in NOVUS Agenda.



Drew M. Martin, *City Attorney*
Sondra Moncure, *Deputy City Attorney* 



Date

Alexander K. Lawson, Jr.

EDUCATION

M.B.A. in Management, 2014

Else School of Management, Millsaps College, Jackson, MS, USA

Honors: 3.9 GPA, Else Scholars, Beta Gamma Sigma

Research Interests: Judgement and Decision Making in Business and Higher Education Institutions

B.B.A. in Finance, 2013

Else School of Management, Millsaps College, Jackson, MS, USA

Minors: Psychology and Economics

Honors: Cum Laude & Excellence in Comprehensive Exams, Business Administration Comprehensive Exam Award, Else Scholar, Beta Gamma Sigma, Omicron Delta Kappa, Omicron Delta Epsilon, Financial Management National Honor Society

Research Interests: Organizational Behavior and Design, Cognitive Psychology, and Labor Economics

PROFESSIONAL EXPERIENCE

**Hope Enterprise Corporation,
Hope Credit Union &
Hope Policy Institute**
Jackson, MS
Jul 2018 – Present

Corporate Project Manager

- * Lead the Project Management Office in managing various cross-functional teams working on strategic projects and initiatives that have high visibility across the organization.
- * Manage community development projects that promote the creation of a more inclusive economy, build the capacity of local institutions, and increase economic mobility for families across the American Deep South.
- * Steer all Operational Excellence initiatives by improving corporate innovation, spearheading strategic planning and budgeting efforts, and monitoring Net Promoter Scores (NPS) and Key Performance Indicators (KPIs).

Achievements:

- * Project Manager and author of the HBCU-CDFI Economic Mobility Strategy Guide – a national initiative and publication commissioned by the Bill & Melinda Gates Foundation as part of the US Partnership on Mobility from Poverty.
- * Project Manager for the Mississippi NeighborhoodLIFT program – a \$2.5 million statewide down payment assistance for low- and moderate-income individuals sponsored by NeighborWorks America and Wells Fargo.
- * Redesigned the annual departmental budgeting process to include a transparent and modernized 5-Year Strategic Plan, Annual Corporate and Department Work Plans, and Individual Performance Metrics.

Jun 2017 - Jul 2018

Investor Relations Associate

- * Worked with corporate, foundation, government, and socially responsible investors to support the organization's fundraising initiatives.
- * Led and supported cross-functional teams to advance the company's production goals for affordable homeownership, healthcare and healthy food access, education, and community facilities in economically

- * distressed areas.
- * Stewarded partnerships, conducted research, and published reports that highlighted our goal to increase economic mobility across the Deep South.

Achievements:

- * Raised more than \$4.7 million from institutions and individuals (>250% of performance goal).
- * Supported the IR team in raising more than \$60 million in grants, debt, and tax credits to support community and economic development programs.
- * Worked with community partners to develop a Mississippi Delta affordable housing strategy that includes blight elimination and capacity building for under-resourced municipalities.
- * Secured funding and created a plan for the rehabilitation and reconstruction of 44 homes in the Eastmoor Subdivision of Moorhead, MS.
- * Organized and managed HOPE's first successful matching gift campaign, raising more than \$100,000.

RePublic Schools, Inc.
Nashville, TN & Jackson, MS
Feb 2016 – Jun 2017

Founding Director of Operations – Smilow Prep

- * Responsible for the organization and management of fiscal services, state and federal grant reporting, human resources, risk management, facilities planning and maintenance, transportation, technology, vendor relations, student enrollment data, major student assessments, special events planning, and compliance with staff.

Achievements:

- * Managed the student recruitment process, surpassing all schools in our network with day one enrollment requirements at 114% of our goal.
- * Designed and implemented the school launch plan which included management of a \$2.8 million school budget, facilities planning, staffing, and school compliance with federal and state regulations.
- * Completed the school year with no negative audit findings for the school's records, food and beverage handling, ADA accommodations, or building fire and safety codes.
- * CPR Certified, Restraint Trained, ServSafe Certified, and Certified to Administer Alternate State Assessments in Mississippi.

EdgeTheory, Inc.
Ridgeland, MS
Nov 2014 – Feb 2016

Financial Analyst

- * Created and analyzed company-wide budgets and pro forma financial statements.
- * Managed day-to-day accounts receivable and accounts payable services.
- * Coordinated human resources activities and programs including talent acquisition, compensation and benefits administration, payroll (ADP), HRIS management, and workplace safety and insurance policies.
- * Monitored and reported company KPIs.

Achievements:

- * Strengthened Human Resources compliance and reporting by implementing a new HRIS system for compensation and benefits

- * administration.
- * Restructured the company financial control systems to aid the Executive Team and Board of Directors in making more informed budgeting and investment decisions.
- * Improved accounts receivable by refining the billing and collections processes.
- * Reduced wasteful spending by analyzing company trends and introducing new expense policies.

Millsaps College
Jackson, MS
Jun 2013 – Nov 2014

Coordinator, Event Scheduling, Conferences and Camps

- * Managed the scheduling of more than 5,000 events per year for students, faculty, staff, and external organizations.
- * Trained and supervised 11 part-time Audio/Visual Technicians.
- * Planned and led the College's Intercultural Student Programs and Events in the absence of a full-time Chief Diversity Officer.

Leadership Specialist

- * Oversaw budget administration for five offices and departments within the Division of Student Life.
- * Worked with the Office of Event Scheduling on improving client generation and relationship management, scheduling processes, event evaluations, and website development.
- * Planned Special Events for the College and advised the student programming board.
- * Served as a member of the On-Call Crisis Management Team.

Professional Staffing Group
Jackson, MS
Mar 2014 – May 2014

Staffing Intern

- * Helped the firm source and screen up to 500 resumes per day to fill job vacancies in industrial and professional industries.
- * Aided with a 360-degree performance evaluation program for local public schools.
- * Researched local and national trends to become the company expert on medical degree programs.

SELECTED RESEARCH, PRESENTATIONS, AND PAPERS

Lawson, A., E. Sivak, R. Harmon, and B. Bynum (2019). "HBCU-CDFI Economic Mobility Strategy Guide." Hope Enterprise Corporation.

Lawson, A., K. Burt, and Sandra Patterson (2019). "HOPE as a solution to the mortgage lending disparities by race that exist in Mississippi." Presentation to the Mississippi Legislative Black Caucus.

Lawson, A (2019). "Imagining Radical Food Systems." Presentation to the Mississippi Coastal Economic Development Collaborative.

Harmon, R. and Alex Lawson (2018). "Race and the Economy in Jackson, MS." Research and Presentation on the Racial Wealth Divide at the Jackson Finance Forum hosted by the United Way of the Capital Area, Chan Zuckerberg Initiative, and Winthrop Rockefeller Foundation.


SERVICE & COMMUNITY AFFILIATIONS

- * MS Food Justice Collaborative – National Center for Appropriate Technology
- * Mississippi Votes – Board of Directors Treasurer
- * City of Jackson – Mayor’s Millennial Roundtable Co-Chair
- * City of Jackson – Center for Ideas, Equity, and Radical Change – Economic Inclusion & Business Advisor
- * Espy for Senate Campaign Volunteer
- * United Way of the Capital Area – Young Professional Leaders Chairman
- * Hinds County, Mississippi Voter Roundtable
- * American Civil Liberties Union (ACLU) – Communications Volunteer
- * National Association for the Advancement of Colored People (NAACP)
- * Center for Economic and Social Justice (CESJ)
- * Millsaps College Arts & Lecture Board of Directors
- * Millsaps College Young Alumni Advisory Board
- * Millsaps College Else Society

HONORS AND AWARDS

- * 2018 – United Way of the Capital Area Executive Leadership Series graduate
- * 2013 – Millsaps College Most Distinguished Man Award
- * 2013 – Millsaps College Student Body Association Leader of the Year
- * 2013 – Omicron Delta Kappa Leader of the Year
- * 2013 – W. Charles Sallis Leader of the Year Award
- * 2013 – Who’s Who Among American Colleges & Universities

13



ORDER AUTHORIZING THE DEPARTMENT OF FINANCE AND ADMINISTRATION PURCHASING DIVISION, (1) TO APPROVE PURCHASES OF PERSONAL AND PROFESSIONAL SERVICES OF UP TO \$75,000.00 TO THE LOWEST RESPONSIBLE BIDDER AND (2) TO OVERSEE PURCHASES OF PERSONAL AND PROFESSIONAL SERVICES WHICH EXCEED \$75,000.00, EACH AS DESCRIBED IN THE CITY'S PERSONAL AND PROFESSIONAL SERVICES PROCUREMENT POLICY

WHEREAS, City leaders have conducted a review of City procurement procedures with the intent to streamline procurement and payment of goods and services to increase efficiency; and

WHEREAS, the Department of Finance, the Chief Administrative Officer, the Office of the City Attorney, Department Directors, and consultants have examined and revised the City's procurement policies and procedures; and

WHEREAS, the revisions include the establishment of a Personal and Professional Services Procurement Policy ("Policy"), modeled after Mississippi law governing the procurement of goods and commodities found in Section 31-7-13 of the Miss. Code Annotated, as amended, including the bidding thresholds and requirements outlined therein; and

WHEREAS, the Personal and Professional Services Procurement Policy provides clear, competitive, and efficient procurement and payment of such services for municipal employees; and

WHEREAS, the Policy will authorize the Department of Finance, Purchasing Division, to approve purchases of services of up to \$75,000 to the lowest responsible bidder as follows:

1. The Purchasing Division Manager will have the authority to approve purchases of personal and professional services of up to \$5,000.00, where at least one quote is obtained, with the quote from each vendor stating the price, terms of agreement, and description of the services to be provided; and
2. The Purchasing Division Manager will have the authority to approve purchases of personal and professional services of greater than \$5,000.00 and up to \$75,000.00, where (1) the procuring Department develops a scope of work with a detailed description of the services to be provided, timelines for the services, and the expected deliverables associated with the purchase; and (2) two or more quotes are obtained, with each quote including a description of the service being requested, the quantity requested, and the unit and total price. The requirement for obtaining two quotes may only be waived in rare and extraordinary circumstances and requires the procuring Department Director to document the reasons; and
3. Purchases of personal and professional services which exceed \$75,000.00 require written approval from the procuring Department Director or his

**Agenda Item No. 13
August 27, 2024
(Malembeka, Lumumba)**

designee and a public posting for competitive solicitation via either Invitation for Bid (“IFB”), Request for Proposals (“RFP”), or Request for Qualifications (“RFQ”). These purchases would be subject to prior approval from the City Council.

WHEREAS, the Personal and Professional Services Procurement Policy will streamline procurement and payment of goods and services, by setting clear rules and guidelines for city staff to follow, thereby increasing efficiency, increasing the confidence in vendors of receiving fair opportunities to bid for work and receive payment therefor, and increasing the confidence of the City’s citizens in the efficient, fair, and transparent conduct of City business, the governing authorities desire to ensure the implementation of the Policy by expressly authorizing the Department of Finance, Purchasing Division, to

1. Approve purchases of personal and professional services of up to \$75,000.00 to the lowest responsible bidder as described in the Policy; and
2. Oversee purchases of personal and professional services which exceed \$75,000.00 as described in the Policy, but with such purchases subject to prior approval by the City Council.

IT IS THEREFORE ORDERED that the Department of Finance, Purchasing Division, is authorized to approve purchases of personal and professional services of up to \$75,000.00 to the lowest responsible bidder as described in the Personal and Professional Services Procurement Policy.

IT IS FURTHER ORDERED that the Department of Finance, Purchasing Division, is authorized to oversee purchases of personal and professional services which exceed \$75,000.00 as described in the Personal and Professional Services Procurement Policy, but with such purchases subject to prior approval from the City Council.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE DEPARTMENT OF FINANCE AND ADMINISTRATION, PURCHASING DIVISION, (1) TO APPROVE PURCHASES OF PERSONAL AND PROFESSIONAL SERVICES OF UP TO \$75,000.00 TO THE LOWEST RESPONSIBLE BIDDER AND (2) TO OVERSEE PURCHASES OF PERSONAL AND PROFESSIONAL SERVICES WHICH EXCEED \$75,000.00, EACH AS DESCRIBED IN THE CITY'S PERSONAL AND PROFESSIONAL SERVICES PROCUREMENT POLICY is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney


Date



**CITY OF JACKSON
PERSONAL AND PROFESSIONAL SERVICES
PROCUREMENT POLICY**

Issued: August 2024

CITY OF JACKSON – EXECUTIVE APPROVALS

Name: Drew Martin

Position: City Attorney

Signature: _____

Date: _____

Name: Fidelis Malembeka

Position: Chief Financial Officer

Signature: _____

Date: _____

Name: Sharon Thames

Position: Deputy Chief Financial Officer

Signature: _____

Date: _____

Name: Louis Wright

Position: Chief Administrative Officer

Signature: _____

Date: _____

Name: Chokwe Antar Lumumba

Position: Mayor

Signature: _____

Date: _____

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1. Purpose & Overview

Personal and professional services are defined as the furnishing of labor, time, or effort by a contractor, not usually involving the delivery of a specific product other than that which is incidental to the required performance.

The City of Jackson wishes to provide for the purchase of the highest quality and best value of **personal and professional services** and seeks to ensure equitable treatment of vendors doing business with the City.

The City's procurement function for personal and professional services shall serve to:

1. Encourage and promote fair and equal opportunity for all persons doing business with the City;
2. Obtain services of good quality and appropriate quantity at the lowest and best cost for the City;
3. Provide for increased public confidence in the procedures followed in the public procurement for personal and professional services.

This personal and professional services policy **excludes services listed under Mississippi Code § 31-7-13** and these services are not subject to the regulations contained herein:

1. Fuel management services.
2. Garbage collection or disposal, solid waste collection or disposal, sewage collection or disposal, and contracts for rentals.

Personal and professional services also **exclude commodities, construction, equipment, furniture, and repairs**. The policy and procedures governing the purchase of commodities, construction and repairs are found in Mississippi Code § 31-7-13:

- **Commodities** means and includes the various goods, merchandise, furniture, equipment, automotive equipment of every kind, and other personal property purchased by the agencies of the state and governing authorities, but not commodities purchased for resale or raw materials converted into products for resale.
- **Construction** shall mean the process of building, altering, improving, renovating, or demolishing a public structure, public building, or other public real property. It does not include routine operation, routine repair or regularly scheduled maintenance of existing public structures, public building or other public real property.
- **Equipment** shall be construed to include automobiles, trucks, tractors, office appliances and all other equipment of every kind and description.
- **Furniture** shall be construed to include desks, chairs, tables, seats, filing cabinets, bookcases, and all other items of a similar nature as well as dormitory furniture, appliances, carpets, and all other items of personal property generally referred to as home, office or school furniture.
- **Repairs** means replacing a part or putting together that which is broken and restoring to a sound state. Repairs should resemble the original design and do not include alterations, improvements, or renovations.

In certain circumstances, the City of Jackson might procure personal and professional services under the same quote as commodities, repairs, and/or equipment. Contracts for services which include procurement of commodities, repairs or equipment incidental to services provided under the contract are not subject to the bidding requirements. If the subject contract encompasses services, as well as commodities, repairs and/or equipment, which are more than incidental to the services provided, its procurement must comply with the competitive bidding requirement provided in Section 31-7-13, unless otherwise exempt.

In other words, if the cost of the commodities, repairs, and equipment quoted is less than the sums quoted for labor or services, the contract is considered a personal and professional contract for which this policy would be applicable. If the cost of the commodities, repairs, and equipment are more than the cost of the labor and services, the contract is not a personal or professional service contract and all provisions of Section 31-7-13 of the Mississippi Code related to public purchases must be followed.

2. Definition of Terms

As used in this section, the following words and terms shall have the following meanings:

- **Award** is the acceptance by a department of a bid or proposal submitted by a vendor with the intention of entering into a contract for services.
- **Bidder** means the person, vendor, or contractor submitting a bid response.
- **City** denotes the City of Jackson.
- **Commodities** means and includes the various commodities, goods, merchandise, furniture, equipment, automotive equipment of every kind, and other personal property purchased by the agencies of the state and governing authorities, but not commodities purchased for resale or raw materials converted into products for resale.
- **Competitive Bidding** includes Invitations to Bid (IFB), Requests for Proposals (RFP) and Requests for Qualification (RFQ).
- **Competitive Solicitation** is the process of inviting and obtaining bids from competing sources in response to advertised competitive specifications, through the issuance of an Competitive Solicitation such as an Invitation for Bid (IFB), a Request for Proposal (RFP) or a Request for Qualification (RFQ), by which an award is made to the lowest, most responsible and/or best bidder meeting the specifications and does not include discussions or negotiations with bidders.
- **Construction** shall mean the process of building, altering, improving, renovating, or demolishing a public structure, public building, or other public real property. It does

not include routine operation, routine repair or regularly scheduled maintenance of existing public structures, public building or other public real property.

- **Department** means an organized administrative unit or division within the Jackson municipal government, established to manage, and execute specific functions, services, or programs vital to the efficient operation of the City of Jackson.
- **Electronic bid** means allowing for the online submission of bids. It is a fast, secure, and fully audited environment in which suppliers can upload bid files to buyers.
- **Emergency** means any circumstances caused by fire, flood, explosion, storm, earthquake, epidemic, riot, insurrection or caused by any inherent defect due to defective construction, or when the immediate preservation of order or of public health is necessary by reason of unforeseen emergency, or when the immediate restoration of a condition of usefulness of any public building, equipment, road or bridge appears advisable, or in the case of a public utility when there is a failure of any machine or other thing used and useful in the generation, production or distribution of electricity, water or natural gas, or in the transportation or treatment of sewage; or when the delay incident to obtaining competitive bids could cause adverse impact upon the governing authorities or agency, its employees or its citizens; or in the case of a public airport, when the delay incident to publishing an advertisement for competitive bids would endanger public safety in a specific (not general) manner, result in or perpetuate a specific breach of airport security, or prevent the airport from providing specific air transportation services.
- **Equipment** shall be construed to include automobiles, trucks, tractors, office appliances and all other equipment of every kind and description.
- **Invitation for Bids (IFB)** - Invitation for Bids – all documents, whether attached or incorporated by reference, utilized for soliciting bids.
- **Late Bids** means any bid received after the time and date set for receipt of bids.
- **Limited Purchase Orders** means procurements with a monetary value of \$5,000 or less, specifically designated for immediate use in urgent situations posing a potential threat of harm or damage to the City's infrastructure, assets, or operations, necessitating minor repairs.
- **Low Tie Bids** are low responsive bids from responsible bidders that are identical in price, including cash discounts offered for prompt payment, and meet all the requirements and criteria set forth in the Competitive Solicitation.
- **Personal and Professional Services** are defined as the furnishing of labor, time, or effort by a contractor, not usually involving the delivery of a specific product other than that which is incidental to the required performance.

- **Procurement** means buying, purchasing, renting, leasing, or otherwise acquiring any commodities, equipment, services, or construction. It also includes all functions that pertain to the obtaining of any commodities, equipment, services, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.
- **Proposal** is the document submitted by the offeror in response to a Request for Proposals (RFP) to be used as the basis for negotiations for entering a contract. A proposal is usually requested in cases where the selection of a contractor is to be made based on the performance that is offered rather than on that of price alone and may require an outline of details such as the vendor's qualifications and experience and the identification of problems and proposed solutions in addition to details of price.
- **Prospective Bidder** means an individual or an organization that expresses interest in participating in a competitive bidding process to purchase goods or services.
- **Purchase** means buying, renting, leasing or otherwise acquiring.
- **Purchasing Division** means the agency responsible for securing good, qualified vendors that will work with the City, past the delivery of the product. It is also responsible for for negotiating the procurement of commodities and approving contract and asset accountability while ensuring quality and effective expenditure of public funds while complying with the State Purchasing Laws and City Policies.
- **Purchasing Department** means the organized administrative unit or division within the Jackson municipal government that is requesting the acquisition of a good or a service necessary for the department's and/or City's operations.
- **Repairs** are defined as replacing a part or putting together that which is broken and restoring to a sound state. Repairs should resemble the original design and do not include alterations, improvements, or renovations.
- **Request for Proposals (RFP)** means all documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals from potential vendors. An RFP should contain all evaluation criteria, including price and the weight for scoring each of the criteria. It should outline the intended procurement process and include all information required herein.
- **Request for Qualifications (RFQ)** means all documents, whether attached or incorporated by reference, utilized for soliciting qualifications from potential vendors. An RFQ should contain all evaluation criteria and the weight for scoring each of the criteria. It should outline the intended procurement process and include all information required herein.

- **Responsible Bidder or Offeror** means a person who has the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance.
- **Responsive Bidder or Offeror** means a person who has submitted a bid, proposal, or qualifications response which conforms in all material respects to the Competitive Solicitation, whether that be an IFB, RFP or RFQ.
- **Solicitation** means a Competitive process, including an IFB, RFP or RFQ, or any other document issued by the city for the purpose of soliciting bids, proposals, or qualifications relative to performing a city contract.
- **Sole-Source Purchases** means noncompetitive items available from one (1) source only. Sole-Source purchases must always receive prior authorization from the Purchasing Manager who will be responsible for seeking final Sole-Source approval from the Mississippi Office of Purchasing, Travel, and Fleet Management (OPTFM).
- **Substantive Amendments** means significant changes or modifications made to the terms, conditions, or essential elements of a procurement document.
- **Vendor** means a person, company, or entity that offers goods, services, or works for sale to a government agency, organization, or buyer through a procurement process.

3. Procurement Methods

All personal and professional services procured by the City shall be awarded to vendors based on one of the source selection methods specified in this policy and by the dollar thresholds specified herein.

3.1. Small Purchases under \$5,000.00

Any procurement of personal or professional services not exceeding \$5,000.00, except for emergency purchases, is considered a small purchase and may be made in accordance with small purchase procedures provided herein. It is not permitted to artificially divide or split purchase requirements so as to constitute a micro-purchase under this section.

In general, the Purchasing Division will have the authority to approve small purchases of personal and professional services not exceeding \$5,000.00.

Insofar as it is practical for small purchases of services not exceeding \$5,000.00:

1. No less than one (1) quote shall be solicited, submitted, recorded, and sent to the Purchasing Division for approval.
2. The quote must be either signed on letterhead or otherwise identifiable to be valid. Quotes submitted by electronic transmission shall not require the signature of the vendor's representative. Written responses shall, at a minimum, contain the following information:
 - a) A statement of price;

- b) Terms of the agreement;
- c) Description of services offered by the vendor to the Department; and,
- d) Name, address, and telephone number of the vendor.

In the event that one quote cannot be obtained, the purchasing Department shall include a memo to the Purchasing Division explaining why this was not accomplished prior to engaging the service provider. This must be approved by the Purchasing Manager.

3.1.1. Limited Purchase Orders under \$5,000

Limited Purchase Orders (LPOs) are exclusively reserved for emergency repair situations where the prompt execution of a service is critical. For example, LPOs may be used when a door lock in a city building breaks, requiring immediate repair to ensure building security. It's important to note that LPOs cannot be requested for purchases exceeding \$5,000 and are strictly limited to genuine circumstances that require immediate action. Any usage of LPOs outside of critical situations is not permissible. The use of LPOs requires prior authorization from the Chief Financial Officer.

3.2. Purchases Between \$5,000.01 and \$75,000.00

Any procurement of personal or professional services between \$5,000.01 and \$75,000.00, except for emergency purchases, may be made in accordance with the procedures provided herein.

In general, the Purchasing Division will have the authority to approve small purchases of personal and professional services between \$5,000.01 and \$75,000.00 from the vendor offering the lowest responsible response.

Insofar as it is practical for small purchases of services between \$5,000.01 and \$75,000.00:

1. A [Scope of Work](#) document must be developed by the purchasing Department and shared with prospective vendors in order to provide quality and accurate quotes. This document shall provide a detailed description of how the services will be delivered to the City of Jackson, outlining specific timelines, and the expected deliverables associated with the purchase.
2. In addition to the Scope of Work, no less than two (2) quotes shall be solicited, submitted, recorded, and sent to the Purchasing Division for approval.
3. The quote must be either signed on letterhead or otherwise identifiable to be valid. Bids submitted by electronic transmission shall not require the signature of the vendor's representative. Written responses shall, at a minimum, contain the following information:
 - a) The description of the service being requested;
 - b) Quantity requested;
 - c) Unit and total price.
4. If two quotes are not obtained, the Purchasing Department Director shall include a memo to the Purchasing Division explaining why this was not accomplished. The names of the vendors submitting quotations, the vendor's response to the City's request for a quote, and the date, and amount of each quotation shall be recorded

and maintained as a public record. The requirement for obtaining two quotes may only be waived in rare and extraordinary circumstances. The Purchasing Manager maintains final discretion over whether the exemption request is justifiable.

3.3. Purchases that Exceed \$75,000.00

Unless otherwise authorized by law, all contracts for personal and professional services that exceed \$75,000.00 shall be procured using one of the following competitive methods:

1. Invitation for Bid (IFB)
2. Request for Proposals (RFP)
3. Request for Qualifications (RFQ)

Any solicitation exceeding \$75,000.00 requires written approval from the Department Director prior to being posted publicly for competitive solicitation unless a staff representative has been designated by the Department Director to oversee a specific purchase. To designate a staff representative, the Department Director must send written authorization to the Purchasing Division, including the staff member's name and the details of the specific purchase they will be overseeing.

3.3.1. Recommendations for When to Use Each Competitive Method:

Purchasing Departments may use one of the following solicitation methods unless local, state, or federal law requires a specific solicitation process to be used. It is also advised that Purchasing Departments consult with the City Attorney and Purchasing Division to advise on solicitation method.

1. **Invitation for Bid (IFB):** IFBs are used to select the lowest price service provider that meets the City's requirements. For this reason, IFBs are recommended only for services with clearly defined requirements and specifications.
2. **Request for Proposals (RFP):** RFPs are used to select a service provider based on a range of factors that may include price, ability to meet the City's needs, experience, and method of approach. RFPs are recommended for finding the best value vendor for a service, for complex projects, and projects requiring customization or innovation.
3. **Request for Qualifications (RFQ):** RFQs are used to prequalify vendors who will be eligible to bid on specific projects. RFQs are recommended when the City is procuring complex and specialized services and needs to establish a pool of vendors with specific expertise, experience, or qualifications. RFQs can also be used to streamline the procurement process by pre-qualifying vendors based on required qualifications, reducing the burden on later evaluations.

The City of Jackson has made templates available for IFBs, RFPs, and RFQs and encourages departments to make use of this tool to standardize the process.

3.4. Exceptions to Policy

Notwithstanding any other provisions of this policy, a contract for personal and professional services may be awarded without competition when it is deemed to be in the City's best interests. The exception to policy must be approved by the Department Director, the City Attorney, the Chief Financial Officer, the Chief Administration Officer,

and the Mayor in writing. The Chief Financial Officer may require that negotiations are conducted as to price, delivery, and terms. The Chief Financial Officer may require the submission of cost or pricing data in connection with an award under this section. Exceptions to policy shall be avoided, except when no reasonable alternative sources exist.

A purchase order shall be issued for formal purchases awarded through an exception to policy. Applicable supporting documentation (such as the written quotes or documentation of verbal quotes) shall be maintained within the financial system as a public record. The purchasing Department is responsible for ensuring supporting documentation is in place. This will be reviewed and approved by the Purchasing Division.

3.4.1. Emergency Procurements

If the governing board or the executive head, or their designees, of any Department within the City determines the existence of an emergency related to the procurement of services, where delays caused by a competitive solicitation would be detrimental to the City's interests, the head of the Department shall submit a request, in writing, to the Chief Financial Officer:

1. A statement explaining the conditions and circumstances of the emergency, which shall include a detailed description of the events leading up to the situation and the negative impact to the entity if the purchase is made following the statutory requirements. The statement must be signed by the Department Director, the City Attorney, the Chief Financial Officer, the Chief Administration Officer, and the Mayor.
2. Upon receiving the approval, the Department Director can proceed with the purchase or enter an emergency contract that shall not exceed one (1) year.
3. At the next City Council meeting following the emergency purchase or repair contract, documentation of the purchase or repair contract, including a description of the services purchased, the price thereof and the nature of the emergency, shall be presented to the City Council and shall be placed on the minutes of the City Council.

4. Invitation for Bids

4.1. Format of the Bid

An Invitation for Bid (IFB) is a solicitation awarded to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the IFB. An IFB shall include specifications and any applicable eligibility criteria. Contractual terms and conditions shall be included within the solicitation document or incorporated by reference.

An IFB shall include the following:

1. Instructions and information to bidders concerning bid submission requirements, including:
 - a) the time and date set for receipt of bids;

- b) the location where bids are to be delivered, whether electronic or physical;
 - c) the maximum time for bid acceptance by the City;
 - d) the manner in which bids are to be submitted, including any forms for that purpose; and,
 - e) any other special information.
2. The purchase description, evaluation factors, delivery or performance schedule, and any inspection and acceptance requirements that are not included in the purchase description; and,
 3. The contract terms and conditions, including warranty and bonding or other security requirements, as applicable.

Departments should utilize the City's template for IFBs.

Incorporation by Reference

The IFB may incorporate documents by reference if it specifies where such documents can be obtained.

4.2. Publication, Public Notice and Advertisement

Release

No form of solicitation over \$75,000 shall be released without first notifying the Purchasing Division and must be approved in writing by the Purchasing Division.

Bidding Time

Bidding time is the period between the date of distribution of the IFB and the time and date set for receipt of bids. In each case, the bidding time will be set to provide bidders with a reasonable time to prepare their bids. Under no circumstances shall the bidding time be less than fourteen (14) calendar days.

Public Notice/Distribution

An IFB shall be submitted to the Purchasing Division from the purchasing Department. The Purchasing Division will ensure that the advertisement is properly visible on the City's website, the City's preferred electronic vehicle for the submittal of bids, and the State's Mississippi Contract/Procurement Opportunity Search Portal in accordance with Mississippi Code Annotated § 25-53-151.

Publication/Legal Notice

Every IFB for personal and professional services over \$75,000.00 shall be publicized in the newspaper qualified to publish legal notices and under contract with Jackson for publications. In addition, the solicitation may be publicized in other newspapers upon a written request from the Director of the purchasing Department explaining the reason why the IFB should be publicized in a newspaper of general circulation in the area pertinent to the procurement, or in a government publication designed for giving public notice. Publication should be made at the time the IFB is issued.

Electronic Notice

Every IFB that exceeds \$75,000.00 shall be posted on the City's website, the City's electronic vehicle for the submittal of bids, and the State's Mississippi Contract/Procurement Opportunity Search Portal in accordance with Mississippi Code Annotated § 25-53-151.

Content of Advertisement

When composing the advertisement to appear in the legal notice section of the newspaper, the intent is to promote competition. Prospective bidders should be given as much information as possible. The date fixed for receiving bids shall not fall on a federal or state holiday, or any day directly following a federal or state holiday.

The notice shall include:

1. The due date for responses;
2. The name and phone number of the staff conducting the procurement;
3. The means of obtaining the solicitation; and,
4. The number for the solicitation.

The following is a suggested guide for a legal notice newspaper advertisement:
The City of Jackson, (name of the Department) will accept sealed bids until (time of bid opening), (day of the week), (month) (date), (year) for the purpose of purchasing the following: (name of service to be procured), (bid file number). Detailed specifications may be obtained by contacting (name of contact person) at (telephone number), (electronic address), and at (physical mailing address).

Advertising Time

Advertising time is the period of time between the date of publication of the advertisement and the time and date set for the receipt of bids. Advertisements for bids shall be published once each week for two consecutive weeks. The date of the first advertisement shall be concurrent with the first newspaper publication and under no circumstance should be less than fourteen (14) calendar days after the date of the first publication. The date set for bid opening must be included in the advertisement.

Public Availability

A copy of the Invitation for Bid shall be made available for any interested party at the location noted in the published notice.

4.3. Pre-Bid Conferences

Pre-bid conferences may be conducted to explain the procurement requirements. If the department plans to hold such a conference, the department shall prominently place the notification in the Competitive Solicitation. The notification shall include the date, time, and location of the conference.

If the department intends to hold a pre-bid conference after the IFB has been sent out, then he or she shall notify all prospective bidders known to have received a Competitive Sealed Bid. If a pre-bid conference is held, it shall be at least fourteen (14) days after the IFB has been issued. In setting the time for the conference, the Department Director, and

the Purchasing Division shall consider the complexity of the procurement and the potential modifications that may need to be made after the conference and any amendments to the solicitation that the purchasing Department Director and the Purchasing Division may need to make after the conference. The conference should be held long enough after the IFB has been issued to allow bidders to become familiar with it but sufficiently before bid opening to allow consideration of the conference results in preparing bids.

The Director of the Department issuing the IFB shall serve as chair of the conference unless they have otherwise delegated this responsibility to another representative from their department. Bidders attending the conference shall be required to sign an attendance sheet. The chair shall announce at the beginning of the conference how the conference is to be handled. The Purchasing Division may mandate attendance at a conference if he or she feels it is critical to understanding the solicitation.

Once the conference is over, the Purchasing Division shall post a Question and Answer (Q&A) document from the conference in writing and upload it on the city's website, the city's electronic vehicle for the submittal of bids, and the State's Mississippi Contract/Procurement Opportunity Search Portal in accordance with Mississippi Code Annotated § 25-53-151.

Nothing stated at the pre-bid conference shall change the IFB process unless a change is made by written amendment as provided in Section 4.4 (Amendments to Competitive Solicitation). If a transcript is made, it shall be of public record.

4.4. Amendments to Invitation for Bid

Amendments to any IFB shall be identified as such and shall require that the bidder acknowledge receipt thereof. The amendment shall reference the portions of the IFB it amends. Question and Answer (Q&A) documents shall be treated in the same manner as amendments to IFBs. The summary of any Pre-Bid Conference shall be treated in the same manner as an Amendment to the Competitive Solicitation.

The Purchasing Division shall create a register of all questions and answers submitted during any Pre-Bid Conference and any questions submitted prior to the IFB deadline to submit questions. The register of all questions and answers shall be issued as an Amendment to the Competitive Solicitation.

Purpose of Amendments:

Amendments should be used to:

1. Make any changes in the IFB such as changes in quantity, purchase descriptions, delivery schedules, and opening dates;
2. Correct defects or ambiguities; or
3. Furnish to other bidders information given to one bidder, if such information will assist the other bidders in submitting bids, or if the lack of such information would prejudice the other bidders. Any such information when not given to all bidders shall be cause for rejecting all bids.

Acknowledgment of Amendments:

The IFB shall require the acknowledgment of the receipt of all substantive amendments issued. Any such information when not given to all bidders shall be cause for rejecting all bids. All bidders must acknowledge receipt of substantive amendments issued.

Distribution of Amendments

Amendments shall be sent to all prospective bidders known to have received an IFB and posted publicly on the City's secure electronic vehicle for the submittal of bids, the City's website and the State's Mississippi Contract/Procurement Opportunity Search Portal in accordance with Mississippi Code Annotated § 25-53-151.

Timeliness

Amendments shall be distributed within a reasonable time to allow prospective bidders to consider them in preparing their bids. If the time and date set for receipt of bids will not permit such preparation, such time shall be increased, to the extent possible, either in the amendment or, if necessary, by electronic means (e-mail), or telephone and then confirmed in the amendment.

4.5. Bid Submissions

Paper Submissions

The sealed bid shall be submitted to the Municipal Clerk or designee and the bid shall be identified on the envelope or package. A copy of the sealed bid shall be provided to the Municipal Clerk or other designated staff.

Electronic Submissions.

The IFB may state that sealed bids will be considered if they are delivered electronically through the City's chosen secure electronic vehicle for the submittal of bids. All information regarding electronic submission must be available in the Competitive Solicitation. The withdrawal and modification of bids following electronic submissions must be made by written notice received in the office designated in the IFB prior to the time and date set for bid opening. Electronic proposals or qualifications received will be stored in the city's chosen secure electronic vehicle until the time designated for the opening. A copy of electronic submissions shall be recorded and maintained as a public record.

4.6. Modification and Withdrawal of Bids

Correction or withdrawal of inadvertently erroneous bids before an award, or cancellation of awards or contracts based on erroneous bids, shall be permitted in accordance with the regulations outlined in this section. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. Except as otherwise provided herein, all decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the Department Director. The written determination shall be maintained by the Purchasing Division.

Disposition of Bid Security

If a bid is withdrawn in accordance with this section, the bid security, if any, shall be returned to the bidder.

Records

All documents relating to the modification or withdrawal of bids shall be made a part of the Department Procurement File, including the unopened withdrawn or modified offer.

Late Bids, Late Withdrawals, and Late Modifications.

Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late.

Treatment

No late bid, late modification, or late withdrawal will be considered unless receipt would have been timely but for the action or inaction of city personnel directly involved with the procurement activity.

Notice

Bidders submitting late bids which shall not be considered for award shall be so notified in writing as soon as practicable.

Records

Records equivalent to those required shall be made and kept for each late bid, late modification, or late withdrawal.

4.7. Receipt of Bids

Each bid and modification received shall be date-stamped or time and date stamped but not opened and shall be stored in a secure place until the time and date set for bid opening. Electronic bids received will be stored in the city's preferred electronic bidding system until the time designated for the opening. The person designated to time and date-stamp the bids should create a register of the bidders and the time and date their bid was received.

4.8. Opening and Recording of Bids

Bids and modifications shall be opened publicly, in the presence of one or more witnesses, at the time, date, and place designated in the Competitive Solicitation. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Purchasing Division, shall be read aloud or otherwise made available. Such information may be recorded at the time of bid opening; that is, the bids may be tabulated, or a bid abstract made.

If a record is made, the names of required witnesses shall also be recorded. The opened bids shall be available for inspection by participants, subject to the provisions of Mississippi Code Annotated §§ 25-61-1 et seq., except to the extent the bidder designates

trade secrets or other proprietary data to be confidential as set forth in Subsection *Confidential Data* below.

Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices of the services offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary. Bids shall be available for inspection at any time subsequent to the awarding of the contract. Disclosure of bid information shall be as follows:

1. Information pertaining to the results of any bid may be reviewed subsequent to the time of the bid opening by any business or person who submitted bids on the particular transaction.
2. Businesses or persons not participating in the process will not be permitted access to any applicable file until after an award is made. After the award is made, all information and documents applicable to the awarded contract shall be available to any business or person; provided however, no information specified as proprietary information shall be available to any business or person without a court order or a written authorization from any business or person who submitted bids on the particular transaction.
3. When the City receives a request to release confidential information, the Office of the City Attorney shall give the owner of this information a reasonable amount of time to obtain a court order pursuant to Mississippi Code Annotated 25-61-9 within this time, it must then notify the requestor that the information is protected by court order and cannot be furnished.
4. The City reserves the right to restrict bid result document review to the premises of the agency at any time during normal working hours.

Confidential Data

The opened bids shall be available for inspection by participants. The provisions of the contract which contain the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information, and shall be available for examination, copying, or reproduction.

4.9. Mistakes in Bids

Correction or withdrawal of a bid because of an inadvertent, nonjudgmental mistake in the bid requires careful consideration to protect the integrity of the competitive bidding system and to assure fairness. If the mistake is attributable to an error in judgment, the bid may not be corrected. Bid correction or withdrawal by reason of a nonjudgmental mistake is permissible, but only to the extent it is not contrary to the interest of the city or the fair treatment of other bidders.

Mistakes Discovered Before Opening

A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid.

Confirmation of Bid

When the Department Director or the Purchasing Division knows or has reason to conclude that a mistake has been made, such officer should request the bidder to confirm the bid in writing. Situations in which confirmation should be requested include obvious, apparent errors on the face of the bid or a bid unreasonably lower than the other bids submitted. If the bidder alleges a mistake, the bid may be corrected or withdrawn if the conditions set.

Mistakes Discovered After Bid Opening But Before Award

This subsection sets forth procedures to be applied in three situations described herein in which mistakes in bids are discovered after the time and date set for bid opening but before award.

1. Minor Informalities

Minor informalities are matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. The Purchasing Division shall waive such informalities or allow the bidder to correct them depending on which is in the best interest of the city.

Examples include the failure of a bidder to:

- a) Return the number of signed bids required by the Department in the Competitive Solicitation; or,
- b) Sign the bid, but only if the unsigned bid is accompanied by other materials indicating the bidder's intent to be bound; or,
- c) Acknowledge receipt of an amendment to the Competitive Solicitation, but only if it is clear from the bid that: the bidder received the amendment and intended to be bound by its terms; or, the amendment involved had a negligible effect on price, quantity, quality, or delivery.

2. Mistakes Where Intended Correct Bid is Evident

If the mistake and the intended correct bid are clearly evident on the bid document, the bid shall be corrected on the intended correct bid and may not be withdrawn. Examples of mistakes that may be clearly evident on the bid document are typographical errors, errors in extending unit prices, and arithmetical errors.

3. Mistakes Where Intended Correct Bid is Not Evident

A bidder may be permitted to withdraw a low bid if:

- a) A mistake is clearly evident on the bid document, but the intended correct bid is not similarly evident; or,
- b) The bidder submits proof of evidentiary value which clearly and convincingly demonstrates that a mistake was made.

Mistakes in Bids Discovered After Award

Mistakes shall not be corrected after award of the contract.

Notice of Determination

When a bid is corrected or withdrawn, or correction or withdrawal is denied, the purchasing Department shall prepare a written determination showing that the relief was granted or denied in accordance with these regulations, except that the purchasing Department shall approve the determination required under Sec. 2-691. Mistakes discovered after bid opening but before award, as to minor informalities. The written determination shall become a part of the Department Procurement File.

4.10. Bid Evaluation and Award

The contract is to be awarded according to the criteria set forth in the competitive bid process, be it the lowest responsive and responsible bidder. The IFB shall set forth the requirements and criteria which will be used to determine the lowest responsive and responsible bidder. No bids shall be evaluated for any requirement or criterion that is not disclosed in the IFB. All vendors submitting responses shall be promptly notified in writing of the contract award by the Purchasing Division.

Determination of Lowest Bidder

Bids will be evaluated to determine which bidder offers the lowest responsive and responsible cost to the city of Jackson in accordance with the evaluation criteria set forth in the IFB. Only objectively measurable criteria which are set forth in the IFB shall be applied in determining the lowest bidder. Examples of such criteria include, but are not limited to, guaranteed buy back and ownership or life-cycle cost formulas. Evaluation factors need not be precise predictors of actual future costs, but to the extent possible such evaluation factors shall be reasonable estimates based upon information the city has available concerning future use and shall treat all bids equitably. The determination of lowest responsive and responsible bidder shall be made in writing and maintained in the Department Procurement File.

Service/Product Acceptability

The IFB shall set forth any evaluation criterion to be used in determining acceptability. It may require the submission of descriptive literature, technical data, or other material. It may also provide for accomplishing any of the following prior to award:

1. inspection or testing of a product prior to award for such characteristics as quality or workmanship;
2. examination of such elements as appearance, finish, taste, or feel; and/or,
3. other examinations to determine whether it conforms with any other purchase description requirements.

The acceptability evaluation is not conducted for the purpose of determining whether one bidder's item is superior to another but only to determine that a bidder's offering is acceptable as set forth in the Competitive Solicitation. Any bidder's offering, which does not meet the acceptability requirements, shall be rejected as non-responsive. A written determination of non-responsiveness shall be maintained in the Department Procurement File. The bidder shall be promptly notified in writing by certified mail and/or electronic submission of the determination of non-responsiveness and the reasons therefor.

Restrictions

Nothing in this section shall be deemed to permit a contract award to a bidder submitting more comprehensive services than that designated in the IFB if such bidder is not also the lowest bidder. Further, negotiations are not permitted with any bidder.

Low Tie Bids

Low tie bids are low responsive bids from responsible bidders that are identical in price, including cash discounts offered for prompt payment, and meet all the requirements and criteria set forth in the IFB. A preference shall be given to resident vendors over nonresident vendors. If no permissible method will be effective in discouraging tie bids, an award may be made by dividing business among responsible bidders, if it is in the city's best interests. If no permissible method will be effective in discouraging tie bids, and a written determination is made so stating, award may be made by drawing lots. In such case, those bidders involved shall be invited to attend the procedure. The written determination shall be maintained in the Department Procurement File.

Records of Tie Bids

Records should be made of all IFBs on which tie bids are received showing at least the following information:

1. The identification number of the bids;
2. The service; and,
3. A listing of all bidders and the prices submitted.

Following award, a report showing the basis for determining the successful bidder shall be made a part of the City of Jackson records. The report shall list the names of all potential bidders who submitted a bid. The report shall rank bidders in order of evaluation and shall recommend the selection of a bidder, as appropriate, for a contract. A copy of each such record shall be sent to the Municipal Clerk.

Documentation of Award

Following award, a report showing the basis for determining the successful bidder shall be stored by the Purchasing Division and published in accordance with Section 3202.16 as a Notice of Intent to Award. The report shall list the names of all potential bidders who submitted a bid. The report shall rank bidders in order of evaluation and shall recommend the selection of a bidder, as appropriate, for a contract.

Publicizing Award

Written Notice of Intent to Award shall be distributed to all bidders who responded to the solicitation and copies of such notices shall be sent to the Municipal Clerk.

The Purchasing Division shall publish the Notice of Intent to Award on the City of Jackson's website and the Mississippi Contract/Procurement Opportunity Search Portal. The public Notice of Contract Award must be accompanied by an analysis describing why the personal or professional services contract was awarded, renewed, or amended. The Purchasing Division shall publish a Notice of Intent to Award on the City of Jackson's website and the Mississippi Contract/Procurement Opportunity Search Portal. A Notice of

Contract Award shall be made available to the public in accordance with Executive Order 1362 (July 31, 2015) and the Mississippi Accountability and Transparency Act of 2008.

5. Request for Proposals (RFP) and Request for Qualifications (RFQ)

5.1. Definitions

1. **Request for Proposals (RFP)** is a solicitation awarded to the proposal that meets the needs of the City as defined by the solicitation. An RFP shall include a scope of work and any applicable eligibility and evaluation criteria. Contractual terms and conditions may be included within the solicitation document or incorporated by reference. Requests for Proposals should be used for challenge-based procurements, where proposers are requested to solve a problem for which the City has not yet identified a specific solution. Offerors responding to the RFP must submit a Proposal.
2. **Request for Qualifications (RFQ)** are a variant of an RFP, in which respondents are prequalified to provide goods or services of a specific nature at a later date. Offerors to the RFQ must submit a Qualifications Response.

5.2. Conditions for use

1. The following factors shall be considered when determining if an RFP or RFQ is more advantageous for a particular solicitation:
 - a) The need for flexibility;
 - b) The type of evaluations that will be needed after offers are received;
 - c) Whether the evaluation factors involve the relative abilities of offerors to perform, including degrees of technical or professional experience or expertise;
 - d) Whether the type of need to be satisfied involves weighing artistic and aesthetic values to the extent that price is a secondary consideration;
 - e) Whether the types of supplies, services or construction may require the use of comparative judgmental evaluations to evaluate them adequately; and
 - f) Whether prior procurements indicate that a Request for Proposals may result in more beneficial contracts for the state.
 - g) Whether the contract needs to be a contract other than a fixed-price type contract;
 - h) Whether oral or written discussions may need to be conducted with offerors concerning technical and price aspects of their proposals;
 - i) Whether offerors may need to be afforded the opportunity to revise their proposals, including price;
 - j) Whether the award may need to be based upon a comparative evaluation of differing price and contractual factors as well as quality factors that include technical and performance capability and the content of the technical proposal; and
 - k) Whether the primary consideration in determining the award may not be price.

2. In addition to determining whether an RFP or RFQ would be practicable and advantageous to the city of Jackson, the Department shall consider the following factors:
 - a) Whether quality, availability or capability is overriding in relation to price in procurements for research and development, technical supplies or services;
 - b) Whether the initial installation needs to be evaluated together with later maintenance and service capabilities and what priority should be given to these requirements in the best interests of the city;
 - c) Whether the marketplace will respond better to a solicitation permitting not only a range of alternative proposals but evaluation and discussion of them before making the award;
 - d) Whether federal law or federal court order has established limitations on the use of competitive bidding for the personal or professional contracts the city is seeking to procure; or
 - e) The city is required to hire professionals whose members are prohibited from bidding by the rules of professional conduct promulgated by the regulating agency or agencies for that profession.

5.3. Format of Request for Proposals and Request for Qualifications

The RFP and RFQ shall be prepared in accordance with [Section 4.1. Format of the Proposal](#) regarding IFBs provided that it shall also include:

1. the type of service(s) required;
2. a description of the work involved;
3. the minimum qualifications required, such as education, license(s), certification(s), experience, special skills needed to perform the services, the capacity and capability to perform the services within a relevant deadline, and the past record of performance with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines;
4. an estimate of when and for how long the services will be required;
5. the type of contract to be used;
6. a date by which proposals or qualifications for the performance of the services shall be submitted;
7. a statement that the proposals or qualifications shall be in writing;
8. a statement that offerors may designate those portions of the proposals or qualifications which contain trade secrets or other proprietary data which may remain confidential in accordance with Mississippi Code Annotated §§ 25-61-9 and 79-23-1;
9. proposals or qualifications often contain information including:
 - a) the name of the offeror, the location of the offeror's principal place of business and, if different, the place of performance of the proposed contract;
 - b) the age of the offeror's business and average number of employees over a previous period of time, as specified in the RFP or RFQ;
 - c) the abilities, qualifications, and experience of all persons who would be assigned to provide the required services;

- d) a statement of when and how price should be submitted and the method through which a price will be determined in an RFQ;
 - e) a listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a previous period of time, as specified in the RFP or RFQ; and,
 - f) a plan giving as much details as is practical explaining how the services will be performed.
10. the factors to be used in the evaluation and selection process and their relative weight or importance;
11. a statement that the RFP or RFQ, its amendments, the offeror's proposal or qualification and the Best and Final Offer shall constitute the contract.

5.4. Public Notice

Public notice shall be given by distributing the RFP or RFQ in the same manner provided for distributing an Invitation for Bids under [Section 4.2.2. \(Publication, Public Notice and Advertisement\)](#).

5.5. Pre-proposal and Pre-qualification Conferences

Pre-proposal and Pre-qualification conferences may be conducted in accordance with [Section 4.3. \(Pre-Bid Conferences\)](#). Pre-proposal and pre-qualification conferences may be conducted to explain the procurement requirements. Any such conference should be held prior to submission of initial proposals or qualifications.

5.6. Amendments to Requests for Proposals and Requests for Qualifications

Amendments to RFPs and RFQs may be made in accordance with [Section 4.4. \(Amendments to Invitations for Bid\)](#) prior to submission of proposals or qualifications. Amendments shall be distributed to all known prospective offerors. The Purchasing Division shall establish procedures and schedules for conducting discussions. If, during discussions occurring after the submission of proposals or qualifications, there is a need for any substantial clarification of or change in the proposal or qualification, the documents shall be amended to incorporate the clarification or change. If the RFP or RFQ is amended all offerors shall be provided a reasonable opportunity to amend their proposal or qualification accordingly.

5.7. Proposal Submissions

Electronic Submissions

The RFP or RFQ may state that proposals and qualifications will be considered if they are delivered electronically through the City's chosen secure electronic vehicle for the submittal of bids. All information regarding electronic submission must be available in the RFP or RFQ. The withdrawal and modification of solicitations following electronic submissions must be made by written notice received in the office designated in the RFP or RFQ prior to the time and date set for bid opening. Electronic proposals or qualifications received will be stored in the city's chosen secure electronic vehicle until the time designated for the opening. A copy of electronic submissions shall be recorded and maintained as a public record.

Paper Submissions

The RFP and RFQ proposals shall be submitted to the Municipal Clerk or designee and shall be identified on the envelope or package. A copy of the sealed bid shall be provided to the Municipal Clerk or other designated staff.

5.8. Modification or Withdrawal of Proposals and Qualifications

Proposals and Qualifications may be modified or withdrawn prior to the established due date in accordance with [Section 4.6. \(Modification or Withdrawal of Bids\)](#). For the purposes of this section and section Late Proposals and Qualifications, Late Withdrawals, and Late Modifications) below, the established due date is either the time and date announced for receipt of proposals or qualifications, or receipt of modifications to proposals or qualifications, if any; or if discussions have begun, it is the time and date by which best and final offers must be submitted, provided that only offerors who submitted timely proposals or qualifications may submit best and final offers.

Late Proposals and Qualifications, Late Withdrawals, and Late Modifications

Any proposal or qualification, withdrawal, or modification received after the established due date is late. See [Section 4.6. \(Modification and Withdrawal of Bids\)](#) for the definition of "established due date." Any proposal or qualification withdrawal or modification not received at the place designated for receipt of proposals or qualifications is late. Late proposals and qualifications, withdrawals, or modifications may only be considered in accordance with [Section 4.6. \(Subsection Late Bids, Late Withdrawals, and Late Modifications\)](#).

5.9. Receipt, Registration and Opening of Proposals and Qualifications

Submitted proposals or qualifications shall be opened at the time designated for opening in the request for proposals or request for qualifications. Proposals or qualifications and modifications shall be date-stamped or time and date-stamped upon receipt and held in a secure place until the established due date. Electronic proposals or qualifications received will be stored in an electronic lockbox until the time designated for the opening of the proposal or qualification.

As each proposal or qualification is submitted but before those proposals or qualifications are opened, the Purchasing Department shall designate a person to prepare a register of proposals or qualifications, which shall include the number of modifications received, if any, and a description sufficient to identify the supply, service, commodity or other item offered. The designated person shall assign each submitted proposal or qualification an identifying letter, number, or combination thereof, without revealing the name of the offeror who submitted each proposal or qualification to the chief procurement officer or any person named to the evaluation committee for that proposal or qualification.

The designated person shall keep the names of the offerors and their identifying numbers or letters, or combination thereof, in a sealed envelope or other secure location until factors not requiring knowledge of the name of the offeror have been evaluated and

scored. If the designated person reveals the names of the offerors and the corresponding identifying information before such time, the procurement process may be terminated, and the proposal or qualifications resolicited. The register of proposals or qualifications shall be made part of the report required under [Section 5.11 Evaluation and Award of Proposals and Qualifications](#).

5.10. Mistakes in Proposals or Qualifications

Modification or Withdrawal of Proposals or Qualifications Proposals and Qualifications may be modified or withdrawn as provided in [Section 4.6. \(Modification or Withdrawal of Bids\)](#).

Confirmation of Proposal or Qualification

When the Purchasing Division Manager has reason to conclude before award that a mistake has been made in a proposal or qualification, such officer should request the offeror to confirm that the proposal or qualification is correct. If the offeror alleges a mistake has been made, the proposal or qualification may be corrected if the conditions set forth in the subsections below are met.

Mistakes Discovered after Receipt of Proposals and Qualifications but Before Award

This subsection sets forth procedures to be applied in four situations in which mistakes in proposals are discovered after receipt of proposals or qualifications but before award:

1. **During Discussions, Prior to Best and Final Offers:** Once discussions are commenced with any offeror or after best and final offers are requested, any offeror may freely correct any mistake by modifying or withdrawing the proposal or qualification until the time and date set for receipt of best and final offers;
2. **Minor Informalities:** Minor informalities, unless otherwise corrected by an offeror as provided in this section, shall be treated as they are under competitive sealed bidding. [See Section 4.9. Mistakes in Bid \(Subsection Mistakes Discovered After Bid Opening but Before Award\)](#).
3. **Correction of Mistakes:** If discussions are not held or if the best and final offers upon which award will be made have been received, mistakes may be corrected and the intended correct offer considered only if:
 - a) the mistake and the intended correct offer are clearly evident on the face of the proposal or qualification; or,
 - b) the mistake is not clearly evident on the face of the proposal or qualification, but the offeror submits proof of evidentiary value which clearly and convincingly demonstrates both the existence of a mistake and the intended correct offer, and such correction would not be contrary to the fair and equal treatment of other offerors.
4. **Withdrawal of Proposals or Qualifications:** If discussions are not held or if the best and final offers upon which award will be made have been received, the offeror may be permitted to withdraw the proposal or qualification if:
 - a) the mistake is clearly evident on the face of the proposal or qualification and the intended correct offer is not;

- b) the offeror submits proof of evidentiary value which clearly and convincingly demonstrates that a mistake was made but does not demonstrate the intended correct offer; or,
- c) the offeror submits proof of evidentiary value which clearly and convincingly demonstrates the intended correct offer but to allow correction would be contrary to the fair and equal treatment of the other offerors.

Mistakes Discovered in Proposals or Qualifications After Award

Mistakes shall not be corrected after award of the contract except when the Department Head finds it would be unconscionable not to allow the mistake to be corrected.

Determinations Required

When a bid is corrected or withdrawn, or correction or withdrawal is denied, under Subsections *Mistakes Discovered After Bid Opening but Before Award* or *Mistakes in Bids Discovered After Award*, the Purchasing Division or the Department Director shall prepare a written determination showing that the relief was granted or denied in accordance with these regulations, except that the Purchasing Division shall approve the determination required under Subsection *Minor Informalities*. The written determination shall become a part of the City's records.

Mistakes Discovered after Receipt of Proposals and Qualifications but Before Award

The determination may be prepared by the Purchasing Manager. The written determination shall be maintained in the City's records.

5.11. Evaluation And Award Of Proposals And Qualifications

Evaluation Committee

The evaluation committee shall be used to evaluate RFPs and RFQs and award contracts. Persons appointed to an evaluation committee shall have the relevant experience necessary to evaluate the proposal or qualification. The members of the evaluation committee shall have no personal, financial or familial interest in any of the contract offerors, or principals thereof, to be evaluated.

The names of the members of the evaluation committee shall not be publicly disclosed until their evaluation report as required under [Section 5.10. Evaluation and Award of Proposals and Qualifications](#) are published. The members' names and job titles shall be made available to the public. Where evaluation committee members are not public employees, those members' names, educational and professional qualifications, and practical experience, which were the basis for the appointment, shall be made available to the public.

Before evaluating proposals or qualifications, each individual participating in the evaluation of a proposal or qualification shall execute a statement certifying that he or she does not have a conflict of interest. See [Section 5.8. Receipt, Opening, and Registration of Proposals and Qualifications](#) for a description of the Register of Proposals or Qualifications. The statement shall be filed with the purchasing Department Director before beginning the evaluation process.

The certification may state the following:

"I hereby certify that I have reviewed the conflict-of-interest standards prescribed herein, and that I do not have a conflict of interest with respect to the evaluation of this proposal or qualification. I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of the offerors submitting proposals or qualifications or their parent or subsidiary organization."

Committee members may conduct their work separately or together. The committee may use advisors, as it deems necessary to give opinions on evaluating proposals or qualifications, except that such advisors shall be subject to the provisions of this section. The names of the advisors shall be made public at the same time as members of the evaluation committee as provided in this section.

For the purposes of this section, the term "advisors" shall mean those individuals who provide such significant input to a member or members of the evaluation committee that the advisor's opinions are fundamental in shaping the committee member's evaluation of the submitted proposals or qualifications.

Evaluation Factors

The RFP or RFQ shall state all of the approved evaluation factors, including price, and their relative importance. When the Purchasing Department is determining the weights and importance of each evaluation factor, price as an individual evaluation factor shall be given the highest criteria weighting and at least thirty-five percent (35%) out of the one hundred percent (100%) total weight of all the other evaluation factors. The evaluation shall be based on the evaluation factors set forth in the RFP or RFQ. The evaluation factors used and the weights given to each shall be decided and agreed to by the evaluation committee before the opening of any proposal or qualification. The process of establishing weighting criteria and evaluating proposals or qualifications shall result in a finding that a specific proposal or qualification is the most practical and advantageous, price and other factors considered, or that all proposals or qualifications should be rejected.

Evaluation categories include but are not limited to:

1. **Technical Factors:** Factors scored without knowledge of the identity of the offeror (blind). These factors aid in determining the offeror's technical ability to perform the service.
2. **Cost Factors:** Factors scored without knowledge of the identity of the offeror (blind), These factors aid in determining the offeror's financial ability to perform the service. These factors may include price as an individual factor.
3. **Management Factors:** Factors scored with knowledge of the identity of the offeror. These factors aid in determining the offeror's past performance of the service.

Other criteria as relevant to the RFP include:

1. Price;

2. The ability, capacity and experience of the proposer, its employees and subcontractors to perform the contract;
3. The proposed method of approach and its alignment with the stated needs of the City;
4. The proposed plan and demonstrated capacity for project management, communications, and reporting;
5. Whether the proposer can perform the contract sufficiently, or within the time specified, without delay or interference;
6. The quality of performance of previous contracts, when appropriate. This may include feedback from references;
7. The sufficiency of the financial resources of the proposer to perform the contract;
8. The quality and adaptability of the materials, supplies or services to the particular use required;
9. The number and scope of conditions attached to the proposer's offer, and conformance of the proposer's offer to material aspects of the request for proposal;
10. Whether the proposer supplied all necessary information to evaluate the proposal.

Evaluation Scoring

Numerical rating systems shall be used when determining the weight and importance of each evaluation factor. Upon completion of the evaluation, the evaluation score sheets used to review the submitted proposals or qualifications shall be made part of the report required under the *Award* sub-section below. Evaluations shall be performed using a standard, 100-point scoring scale. The example listed below is for illustration purposes. Aside from the weight distribution assigned to "price" the weights assigned are not mandatory.

Classifying Proposals and Qualification

Proposals and qualifications shall initially be classified as:

1. acceptable;
2. potentially acceptable (that is, reasonably susceptible of being made acceptable);
3. unacceptable.

Offerors whose proposals or qualifications are unacceptable shall be sent written notification promptly of the rejection. The notification should state that their proposal or qualification was deemed unacceptable and should include a specific reason or reasons for it being declared unacceptable and rejected.

Proposal and Qualification Discussions with Individual Offerors

The term "offerors" defined for the purposes of this section as those businesses submitting proposals or qualifications that are acceptable or potentially acceptable. The term does not include businesses that submitted unacceptable proposals or qualifications.

Discussions may be held with offerors to:

1. promote understanding of the city's requirements and the offeror's proposals; and

2. facilitate arriving at a contract that will be most practicable and advantageous to the city taking into consideration price and the other evaluation factors set forth in the RFP or RFQ.
3. determine in greater detail such offeror's qualifications.

Conduct of Discussions

Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals or qualifications. Any discussions that take place under the provisions of this section shall be recorded and the recordings shall be made public upon award of the contract in all locations the RFP or RFQ was published by the City. The Purchasing Department Director, in consultation with the Office of the City Attorney, should establish procedures and schedules for conducting discussions. If, during discussions, there is a need for any substantial clarification of or change in the proposal, qualification, RFP or RFQ, the documents shall be amended to incorporate such clarification or change in accordance with [Section 5.6. \(Amendments to Requests for Proposals and Requests for Qualifications\)](#).

Auction techniques (revealing one offeror's price to another) and/or disclosure of any information derived from competing proposals or qualifications are prohibited. Any substantial oral clarification of a proposal or qualification shall be reduced to writing by the offeror. The Purchasing Division shall keep a record of the date, place, and purpose of meetings and those attending and place same in the Department's Procurement File.

Best and Final Offers

If allowed by the RFP or RFQ, and if necessary for proper evaluation, the Purchasing Division shall establish a common date and time for the submission of best and final offers. Best and final offers shall be submitted only once; provided, however, the purchasing Department Director may make a written determination that it is in the city's best interest to conduct additional discussions or change the city's requirements and require another submission of best and final offers.

Written determination from the purchasing Department's Director shall be sent to the Purchasing Manager and maintained in the Department's Procurement File. Otherwise, no discussion of or changes in the best and final offers shall be allowed prior to award. Offerors shall also be informed that if they do not submit a notice of withdrawal or another best and final offer, their immediate previous offer will be construed as their best and final offer.

Award

After proposals or qualifications have been evaluated, the evaluation committee shall prepare a report evaluating and recommending the award of a contract or contracts which shall be maintained in the Department's Procurement File. The report shall list the names of all potential offerors who submitted a proposal or qualification and shall summarize the proposals or qualifications of each offeror. The report shall:

1. rank offerors in order of evaluation;
2. recommend the selection of an offeror or offerors, as appropriate, for a contract;

3. be clear in the reasons why the offeror or offerors have been selected among others considered; and
4. detail the terms, conditions, scope of services, fees, and other matters to be incorporated into the contract.

The Notice of Intent to Award report shall be available to the public at least forty-eight (48) hours before the awarding of the contract.

The Notice of Contract Award report shall be maintained in the Department's Procurement File. This shall include an analysis describing why the personal or professional services contract was awarded, renewed, or amended to be published.

6. Prohibition of Artificial Splitting

Contract splitting is the practice of artificially breaking up purchases of services to bring total expenditure below organizational and legislative thresholds to avoid formal procurement rules. While contract splitting may not always constitute fraud, it increases the risk of fraud occurring in procurement processes by weakening control measures. All artificial splitting is prohibited by the City of Jackson.

7. Maintaining Public Records

All public records related to procurement activities shall be provided to the Municipal Clerk for maintenance in accordance with the General Schedules established by the Department of Archives and History, Local Government Records Office, as per Section 39-5-9, MCA. These schedules dictate the retention periods for various types of records and should be consulted regularly to ensure compliance.

Any additions or revisions to the General Schedules by the Local Government Records Office will be promptly incorporated into the organization's record-keeping practices. Personnel involved in procurement shall stay informed about updates issued by the Local Government Records Office and adjust their record management processes accordingly.



Chief of Police
James E. Davis

JACKSON POLICE DEPARTMENT
Office of the Chief of Police

Assistant Chief of Police
Joseph Wade

Memorandum

To: Chokwe Antar Lumumba, Mayor, City of Jackson

From: Sharon Thames

Date: August 16, 2024

Re: Agenda Item for City Council Meeting

City leaders have conducted a review of City procurement procedures with the intent to streamline procurement and payment of goods and services to increase efficiency. The Department of Finance, the Chief Administrative Officer, the Office of the City Attorney, Department Directors, and consultants have examined and revised the City's procurement policies and procedures. The revisions include the establishment of a Personal and Professional Services Procurement Policy ("Policy"), modeled after Mississippi law governing the procurement of goods and commodities found in Section 31-7-13 of the Miss. Code Annotated, as amended, including the bidding thresholds and requirements outlined therein. The Personal and Professional Services Procurement Policy provides clear, competitive, and efficient procurement and payment of such services for municipal employees. The Policy will authorize the Department of Finance, Purchasing Division, to approve purchases of services of up to \$75,000 to the lowest responsible bidder as follows:

1. The Purchasing Division Manager will have the authority to approve purchases of personal and professional services of up to \$5,000.00, where at least one quote is obtained, with the quote from each vendor stating the price, terms of agreement, and description of the services to be provided; and
2. The Purchasing Division Manager will have the authority to approve purchases of personal and professional services of greater than \$5,000.00 and up to \$75,000.00, where (1) the procuring Department develops a scope of work with a detailed description of the services to be provided, timelines for the services, and the expected deliverables associated with the purchase; and (2) two or more quotes are obtained, with each quote including a description of the service being requested, the quantity requested, and the unit and total price. The requirement for obtaining two quotes may only be waived in rare and extraordinary circumstances and requires the procuring Department Director to document the reasons; and

Purchases of personal and professional services which exceed \$75,000.00 require written approval from the procuring Department Director or his designee and a public posting for competitive

solicitation via either Invitation for Bid (“IFB”), Request for Proposals (“RFP”), or Request for Qualifications (“RFQ”). These purchases would be subject to prior approval from the City Council.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

August 9, 2023
DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	ORDER AUTHORIZING THE DEPARTMENT OF FINANCE AND ADMINISTRATION, PURCHASING DIVISION, (1) TO APPROVE PURCHASES OF PERSONAL AND PROFESSIONAL SERVICES OF UP TO \$75,000.00 TO THE LOWEST RESPONSIBLE BIDDER AND (2) TO OVERSEE PURCHASES OF PERSONAL AND PROFESSIONAL SERVICES WHICH EXCEED \$75,000.00, EACH AS DESCRIBED IN THE CITY'S PERSONAL AND PROFESSIONAL SERVICES PROCUREMENT POLICY
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5,7
3.	Who will be affected	The City of Jackson, residents and visitors of Jackson, and vendors
4.	Benefits	The City of Jackson, residents and visitors of Jackson, and vendors
5.	Schedule (beginning date)	Upon Council approval
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits, if applicable	City Wide
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/> ■ <input type="checkbox"/>	Department of Finance and Administration
8.	COST <input type="checkbox"/>	N/A
9.	Source of Funding ■ General Fund <input checked="" type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	N/A

10.	EBO participation	ABE _____%	WAIVER	<input type="checkbox"/> no <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
		AABE _____%	WAIVER	<input type="checkbox"/> no <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
		WBE _____%	WAIVER	<input type="checkbox"/> no <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
		HBE _____%	WAIVER	<input type="checkbox"/> no <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
		NABE _____%	WAIVER	<input type="checkbox"/> no <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>

Revised 2-04

14

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE HINDS CIRCUIT CLERK FOR SERVICES RELATED TO THE REDISTRICTING OF WARD LINES WITHIN THE CITY OF JACKSON.

RECEIVED
Rwite
8/22/24

WHEREAS, the City Council of Jackson, Mississippi has voted on August 12, 2024 to adopt a new Redistricting map of its ward lines for the election of council members; and

WHEREAS, the City of Jackson, Mississippi (“City of Jackson”) will begin the qualifying period for potential candidates on January 2, 2025 for the 2025 Municipal Elections; and

WHEREAS, the City of Jackson, Mississippi (“City of Jackson”) must notify all registered voters by mail of any changes to voting precincts and potential candidates that may be affected by said changes; and

WHEREAS, the Hinds County Circuit Clerk is responsible for entering voter information into the Statewide Election Management System (“SEMS”); and

WHEREAS, it had been determined by the City Clerk that the services of the Hinds County Circuit Clerk are needed to ensure the proper placement and updating of all streets, address ranges and voters within the City of Jackson; and

WHEREAS, the total proposed amount for said services is in an amount not to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00).

IT IS, THEREFORE, ORDERED that the Mayor is hereby authorized to execute an agreement with the Hinds County Circuit Clerk for services related to the City of Jackson’s redistricting map of ward lines relative to the upcoming 2025 Municipal Election, including all services related to the proper placement and updating of all streets, address ranges and voters within the City of Jackson in an amount not to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00).

Agenda Item: 14
Date: August 27, 2024
By: A. Harris, Lumumba

CONTRACT FOR PROFESSIONAL SERVICES
FOR CITY OF JACKSON'S REDISTRICTING SUPPORT-2024

THIS AGREEMENT (the "Agreement"), effective as of _____, is hereby entered into by and between the **CITY OF JACKSON** (hereinafter referred to as the "City") and the **HINDS COUNTY CIRCUIT CLERK**, (hereinafter referred to as "Consultant"), under the following terms and conditions:

WHEREAS, the City employs the Consultant for redistricting support for Wards and Precincts and Address Library in SEMS for Hinds County, Mississippi; and

WHEREAS, Consultant is willing to and agrees to provide such services; and

NOW, THEREFORE, for and in consideration of the promises and conditions hereinafter set forth, the parties hereto agree as follows:

1. SCOPE OF SERVICES

Services performed by the Consultant shall include but not be limited to the following:

- 1.1. Meet with members of the City of Jackson, other elected officials, or others as may be necessary or desirable during the term of the Agreement, and;
- 1.2. If litigation is required, assist Attorney(s) and testify on behalf of County as an expert witness in court.

2. COMPENSATION AND PAYMENT

The City agrees to pay Consultant a total amount **NOT TO EXCEED of \$50,000.00** for Services performed by the Consultant.

3. TERM

The Term of this Agreement shall commence on the effective date hereof.

4. TERMINATION

Either party shall have the right to terminate this Agreement for any reason upon ninety (90) days prior written notice to the other party. The written notice under this provision shall be by registered or certified mail or by electronic mail.

Except as otherwise expressly provided in this Agreement, upon any termination pursuant to this Section 4, the City shall pay Consultant the full amount due hereunder for all Services rendered prior to termination and for reimbursable costs and expenses incurred through the effective date of termination.

5. INDEPENDENT CONTRACTOR

Consultant's performance of services hereunder shall be as an independent contractor and not as

This Agreement may only be altered, amended or modified in writing and executed by both parties.

13. GOVERNING LAW, JURISDICTION AND VENUE

Any action or proceeding brought under or in connection with this Agreement, or any alleged breach thereof or default thereunder (including those arising from non-contractual disputes or claims), shall be brought in the federal, state or local Courts in the State of Mississippi, County of Hinds, and the parties each hereby waive any and all objections to the jurisdiction of or venue in any such court. Process in any such action or proceeding may be served in accordance with any provisions of law applicable to the court in which such action or proceeding is brought.

14. INDEMNIFICATION

To the extent authorized and permitted by applicable law, each party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party and its respective employees and agents (collectively, the "Indemnified Party") from and against any and all claims, actions, damages, liability, cost and expenses, exclusive of attorney's fees, (whether threatened, asserted, or filed), including loss of life, bodily injury or damages to property (collectively, a "Claim") arising from the negligence of the Indemnifying Party, except to the extent that such Claim arises from the negligence of the Indemnified Party.

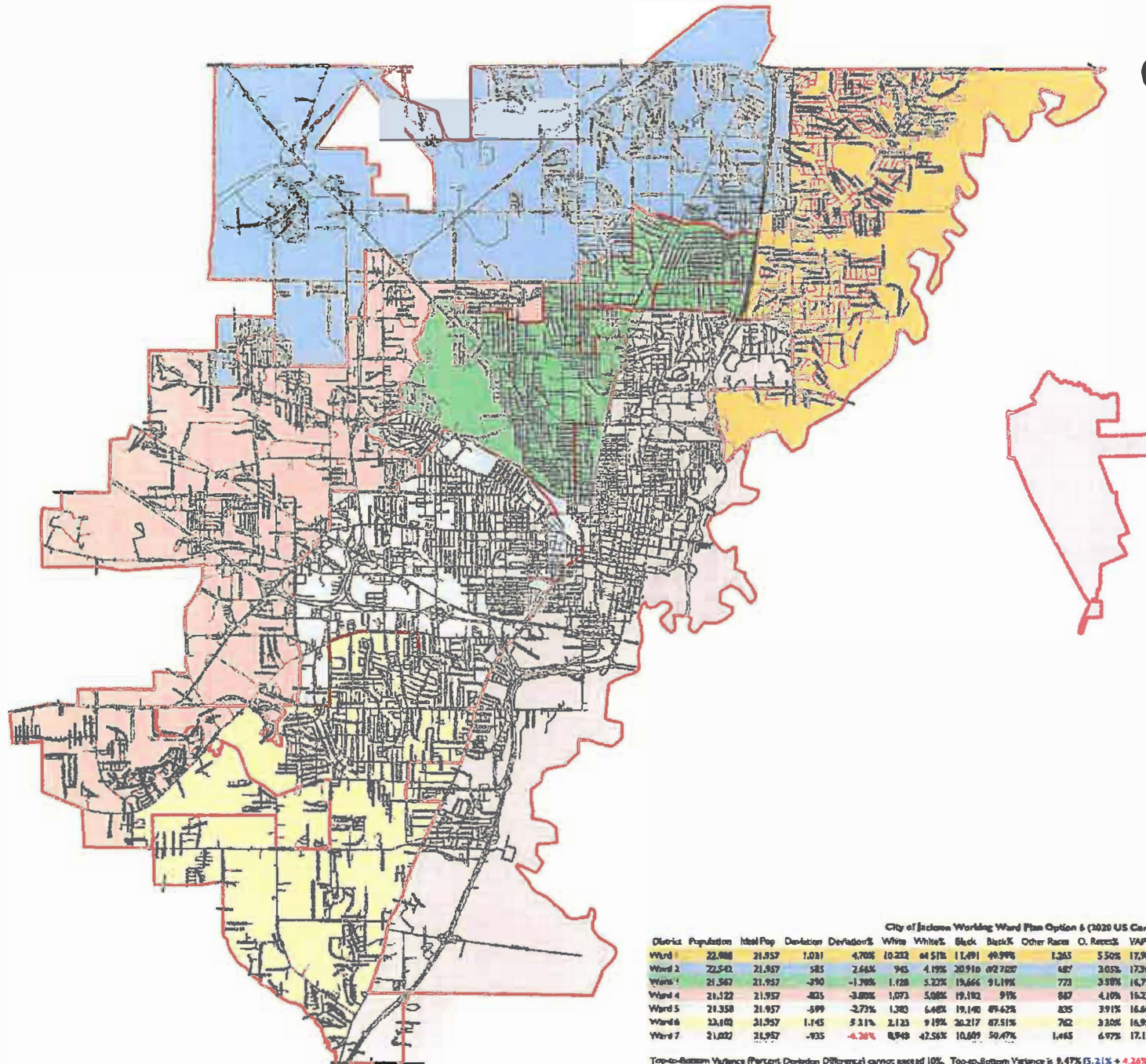
15. COMPLETE AGREEMENT

It is understood and agreed that this Agreement embodies the complete understanding of the parties and that any and all provisions, negotiations and representations between the parties related to the subject matter hereof not included herein are hereby superseded.

City of Jackson Working Ward Plan Option 6 July 25, 2024



Total Population: 153,701
Ideal Population Per District: 21,957



Working Option 5

- Ward 1
- Ward 2
- Ward 3
- Ward 4
- Ward 5
- Ward 6
- Ward 7
- Existing Wards

City of Jackson Working Ward Plan Option 6 (2020 US Census Demographic)

District	Population	Ideal Pop	Deviation	Deviation%	White	White%	Black	Black%	Other Races	O. Races%	VAP	WHL VAP	WHL VAP%	BL VAP	BL VAP%	O. Races VAP	O. Races VAP%
Ward 1	22,088	21,957	1,031	4.70%	10,232	46.31%	11,491	51.9%	1,265	5.50%	17,988	80.79	47.69%	8,482	47.15%	927	5.15%
Ward 2	22,542	21,957	585	2.66%	945	4.19%	20,910	92.72%	687	3.05%	17,364	873	5.09%	15,982	92.04%	504	2.91%
Ward 3	21,547	21,957	-410	-1.86%	1,128	5.22%	19,666	91.19%	773	3.58%	16,730	1,024	6.12%	15,124	90.40%	580	2.88%
Ward 4	21,122	21,957	-835	-3.80%	1,073	5.08%	19,182	91%	847	4.10%	16,329	968	5.96%	14,674	90.19%	627	2.95%
Ward 5	21,358	21,957	-599	-2.73%	1,380	6.46%	19,140	89.62%	835	3.91%	16,606	1,303	7.83%	14,619	88.34%	614	2.82%
Ward 6	22,180	21,957	1,145	5.21%	2,123	9.59%	20,217	91.51%	762	3.40%	16,956	1,947	11.48%	14,496	85.49%	513	2.95%
Ward 7	21,822	21,957	-135	-0.61%	8,948	40.99%	10,689	49.0%	1,465	6.97%	17,120	7,734	45.34%	8,826	46.94%	1,150	6.72%

Top-to-Bottom Variance (Percent Deviation Difference) cannot exceed 10%. Top-to-Bottom Variance is 9.47% (5.21% + 4.26% = 9.47%). *VAP: Voter Age Population

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

August 15, 2024
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND HINDS COUNTY CIRCUIT CLERK FOR SERVICES RELATED TO REDISTRICTING OF WARD LINES.	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life		
3.	Who will be affected	City of Jackson Residents-Registered Voters	
4.	Benefits		
5.	Schedule (beginning date)	Upon Approval	
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Ward 7	
7.	<input type="checkbox"/> Action implemented by: <input type="checkbox"/> ■ City Department <input type="checkbox"/> ■ Consultant	Department of Municipal Clerk	
8.	COST	Not to exceed 50,000	
9.	<input type="checkbox"/> Source of Funding <input type="checkbox"/> ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other	General Fund- 001-428-20-6419	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ no _____ N/A <u>X</u> WAIVER yes _____ no _____ N/A <u>X</u> WAIVER yes _____ no _____ N/A <u>X</u> WAIVER yes _____ no _____ N/A <u>X</u> WAIVER yes _____ no _____ N/A <u>X</u>

ORDINANCE ADOPTING AN AMENDED DISTRICT MAP ESTABLISHING THE CITY OF JACKSON, MISSISSIPPI'S WARD DESIGNATIONS FOR THE ELECTION OF COUNCIL MEMBERS.

WHEREAS, the Jackson City Council is required to redistrict the municipality in accordance with each decennial census, as proscribed by Mississippi Code Annotated, as amended, §21-8-7; and

WHEREAS, on Tuesday, April 23, 2024, the Jackson City Council held its first redistricting public meeting; and

WHEREAS, during this public meeting, the Jackson City Council used an interactive map to draw several sets of district lines for the City's seven wards; and

WHEREAS, on Tuesday, May 28, 2024, the Jackson City Council held a second public meeting where it drew additional maps for a total of five (5) maps; and

WHEREAS, the Jackson City Council subsequently held a public hearing on Monday, June 17, 2024 to ensure that citizens were informed and had ample opportunity to provide input and participate in the redistricting process; and

WHEREAS, the Jackson City Council held a final public meeting on Thursday, July 25, 2024, wherein the Council used an interactive map to draw a sixth (6th) map; and

WHEREAS, the Jackson City Council has fully and completely analyzed and evaluated all of the plans and comments submitted during the redistricting process and is of the opinion that Plan Option 6 meets the criteria adopted by the City Council, adheres to the requirements of the Voting Rights Act, and is the plan best suited for ensuring fair and effective City Council representation for all residents of the City of Jackson, Mississippi.

SECTION 1. NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI that Plan Option 6 is hereby adopted as the official district map for City Council ward designations and is hereby incorporated herein by reference.


SECTION 2. This Ordinance shall become effective, pursuant to Mississippi state law, thirty (30) days from and after passage.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE HINDS CIRCUIT CLERK FOR SERVICES RELATED TO THE REDISTRICTING OF WARD LINES WITHIN THE CITY OF JACKSON legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney *DM*
Ramona Williams, Deputy City Attorney *RW*



Date

OFFICE OF THE CITY ATTORNEY
Ramona Williams
8/29/24

15

OFFICE OF THE CITY CLERK
R. Williams
8/20/24

ORDER AUTHORIZING THE MAYOR TO EXECUTE A TECHNICAL SUPPORT AGREEMENT WITH PHAROS CONSULTING SERVICES TO PROVIDE THE CITY OF JACKSON WITH ELECTION CONSULTING SERVICES FOR ASSISTANCE, TRAINING AND SUPPORT IN THE STATEWIDE ELECTION MANAGEMENT SYSTEM (SEMS) DURING THE 2024 SPECIAL MUNICIPAL ELECTION TO FILL THE WARD 2 VACANCY.

WHEREAS, the City of Jackson, Mississippi, is preparing for a 2024 Special Municipal Election to fill the Ward 2 vacancy; and

WHEREAS, the Jackson City Council voted to set the date for the special election to fill the Ward 2 vacancy for October 1, 2024; and

WHEREAS, it has been determined by the City Clerk and the Municipal Election Commissioners that support services for the utilization of the Statewide Election Management System (SEMS) is necessary to properly conduct said election; and

WHEREAS, Pharos Consulting Services proposes to provide consulting and training services to the City of Jackson, including: the utilization of SEMS in support of the Special Election and possible run-off, review of information in SEMS, training for printing of poll books and posting voter history, and other election practice support as needed; and

WHEREAS, Pharos Consulting Services will provide said services at a cost not to exceed \$500.00, with a consulting rate of \$100 per hour for five (5) hours of agreed upon consulting services.

IT IS, THEREFORE, ORDERED that the Mayor is hereby authorized to execute a Technical Support Agreement with Pharos Consulting Services to provide consulting and training services to the City of Jackson, Mississippi at a cost not to exceed Five Hundred Dollars and no cents (\$500.00).

Item No. 15
Date: August 27, 2024
By: A. Harris, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

March 8, 2022

DATE

POINTS		COMMENTS								
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, HINDS COUNTY CIRCUIT CLERK, AND HINDS COUNTY, MISSISSIPPI, RELATED TO THE APRIL 5, 2022 SPECIAL ELECTION.								
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life									
3.	Who will be affected	Residents of Greater Belhaven								
4.	Benefits									
5.	Schedule (beginning date)	Upon Approval								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 7								
<input type="checkbox"/>	Action implemented by:	Department of Municipal Clerk								
<input type="checkbox"/>	▪ City Department									
7.	▪ Consultant									
8.	COST	Not to exceed 250.00								
<input type="checkbox"/>	Source of Funding	General Fund- 001428206419								
<input type="checkbox"/>	▪ General Fund									
<input type="checkbox"/>	▪ Grant									
<input type="checkbox"/>	▪ Bond									
9.	▪ Other									
10.	EBO participation	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>



ELECTIONS SUPPORT AGREEMENT

FOR CITY OF JACKSON SPECIAL ELECTION 2024

This agreement is to define the terms and conditions under which election consulting services will be provided by Pharos Consulting Services to City of Jackson for training and support in the Statewide Election Management System (SEMS), assistance with ES&S election services, and election support during the 2024 Municipal Special Election Ward 2, scheduled for October 1, 2024.

Training/Support Services Overview

- Based on services provided in previous election cycles, Pharos is proposing a block of 5 hours with Madalan Lennep, PMP. This agreement is for the services as listed above and begins the date the agreement is signed by City of Jackson. Phone calls will be billed in 15-minute increments. Consulting rate is \$100.00/hour. **Only actual hours used will be billed.**

The Pharos consultant working on this effort is an independent contractor and not an agent of the Mississippi Secretary of State's Office. The information provided by Pharos consultants cannot be construed as an official opinion. Additionally, exposure to city information including any purchase, procedure, or process, in this effort is not in any way an approval from the Mississippi Secretary of State's Office.

Calls or text messages may be placed to Madalan Lennep at 601-209-9254 or emails may be sent to madalan@pharoscs.com. Calls will be returned the same day if possible and guaranteed to be returned the next business day.

Agreed to by:

City of Jackson

Date

Agreed to by:

Madalan Lennep
Pharos Consulting Services

8/20/2024
Date



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
GREY CHAPEL SERVICES, INC.	Legal
Pharos Consulting Services	Fictitious Name

Business Information

Business Type:	Profit Corporation
Business ID:	645525
Status:	Good Standing
Effective Date:	08/06/1997
State of Incorporation:	Mississippi
Principal Office Address:	157 CHAPELLANE MADISON, MS 39110

Registered Agent

Name
MADALAN G LENNEP
157 CHAPEL LN
MADISON, MS 39110

Officers & Directors

Name	Title
Eric Von Lennep 157 Chapel Ln Madison, MS 39110	Incorporator
Madalan G Lennep 157 Chapel Ln, Po Box 2715 Madison, MS 39110	Incorporator
Madalan G. Lennep 157 Chapel Lane Madison, MS 39110	Director, President, Chairman
Eric Von Lennep 157 Chapel Ln Madison, MS 39110	Director, Vice President
Evan Lennep 157 Chapel Lane	Director, Secretary

Madison, MS 39110

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A TECHNICAL SUPPORT AGREEMENT WITH PHAROS CONSULTING SERVICES TO PROVIDE THE CITY OF JACKSON WITH ELECTION CONSULTING SERVICES FOR ASSISTANCE, TRAINING AND SUPPORT IN THE STATEWIDE ELECTION MANAGEMENT SYSTEM (SEMS) DURING THE 2024 SPECIAL MUNICIPAL ELECTION TO FILL THE WARD 2 VACANCY legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney *DM*
Ramona Williams, Deputy City Attorney *RW*

7/20/24

Date

OFFICE OF THE CITY ATTORNEY
RW
JUL 20 2024

16

ORDER AUTHORIZING THE MAYOR OF THE CITY OF JACKSON TO ENTER INTO MEMORANDUM OF UNDERSTANDING (MOU) WITH PETERS REAL ESTATE AND THE JACKSON POLICE DEPARTMENT TO OCCUPY OFFICE SPACE TO BE USED AS A POLICE SATELITE OFFICE FOR A TERM OF TWO (2) YEARS FOR A SUM OF \$0.00 DOLLARS

OFFICE OF THE CLERK OF THE CITY
JACKSON, MISSISSIPPI

WHEREAS, the City of Jackson Police Department has been granted an opportunity to execute a lease agreement with Peters Real Estate, with its principal office located at 2906 North State Street, Jackson, MS 39216, to provide office space for a term of two (2) years to be utilized as a satellite office to provide for enhanced security and protection in Precinct Four; and

WHEREAS, the MOU is effective upon the day and dates last signed and executed by the duly authorized representatives of the parties of the MOU and the governing bodies and shall remain in full force and effective for not longer than two (2) years, for a sum of \$0.00 per month, with utilities and improvements included in the agreement; and

WHEREAS, the proposed office space is located at 2906 North State Street (Fondren Corner Building), Jackson, MS, in Precinct Four; and

WHEREAS, the Jackson Police Department will utilize the officespace as a satellite office for the enhanced security and increased police presence in Precinct Four; and

WHEREAS, this MOU is set to begin upon the day and dates last signed and executed by the duly authorized representatives of the parties to the Memorandum of Understanding; and

IT IS HEREBY ORDERED that the Mayor is authorized to execute a Memorandum of Understanding with Peters Real Estate to provide office space for the Jackson Police Department for a term of two (2) years to be utilized as a satellite office at a cost of \$0.00 dollars per month under the terms outlined in the MOU.

APPROVED FOR AGENDA

Item#: 16

Agenda Date: **August 27, 2024**

WADE, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE June 28, 2024

P O I N T S		C O M M E N T S
1.	Brief Description	MEMORANDUM OF UNDERSTANDING (MOU) WITH PETERS REAL ESTATE AND THE JACKSON POLICE DEPARTMENT FOR OFFICE SPACE FOR SATELITE POLICE STATION FOR \$0.00
2.	Purpose	To utilize office space as a police satellite location for increased police presence.
3.	Who will be affected	The Citizens of Jackson in Precinct Four
4.	Benefits	Increased Police visibility in Precinct Four Area
5.	Schedule (beginning date)	Upon execution of the MOU by authorized parties
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Precinct Four
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Jackson Police Department
8.	COST	\$0.00 dollars
9.	Source of Funding <input type="checkbox"/> <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	N/A
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____



Assistant Chief of Police
Vincent Grizzell

JACKSON POLICE DEPARTMENT
Joseph Wade, Chief of Police

Assistant Chief of Police
Wendell Watts

Memorandum

To: Chokwe Lumumba, Mayor of City

From: Joseph Wade, Chief of Police

Date: Tuesday, June 28, 2024

Re: Police Satellite Office

The City of Jackson Police Department has been granted an opportunity to execute a lease agreement with Peters Real Estate to provide office space to the Jackson Police Department as a substation for a term of two (2) years.

The office space is located at 2906 North State Street, Jackson, MS. (The Fondren Corner Building). This agreement will significantly increase police presence in the Precinct Four area.

Peters Real Estate has generously offered this office space to the Jackson Police Department for \$0.00 dollars demonstrating their commitment to the safety and security of our community. The lease includes utilities and improvements at no cost to the City of Jackson Police Department.

Therefore, it is my recommendation that we enter into the lease agreement with Peters Real Estate, upon the approval of City Legal. I have attached the Lease Agreement for your review of the terms of the agreement.

Attachments


/sgh



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 OF THE CITY OF JACKSON TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH PETERS REAL ESTATE AND THE JACKSON POLICE DEPARTMENT TO OCCUPY OFFICE SPACE TO BE USED AS A POLICE SATELITE OFFICE FOR A TERM OF TWO (2) YEARS FOR A SUM OF \$0.00 DOLLARS is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant 
Bridgette Morgan, Deputy City Attorney 



Date

OFFICE OF THE CITY ATTORNEY


Memorandum of Understanding

Between

Peters Real Estate

2906 North State Street

Jackson, MS 39216

and

Jackson MS Police Department

327 East Pascagoula St.

Jackson, MS 39205

1. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between Peters Real Estate and Jackson Police Department.
2. The purpose of this MOU is to establish the terms and conditions under which the Jackson Police Department will occupy space for a Satellite Office in the Fondren Corner Building, 2906 North State Street.
3. The MOU is effective upon the day and dates last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' municipalities and shall remain in full force and effect for not longer than two years. The MOU may be terminated, without cause, by either party upon a 60 day written notice, which notice shall be delivered by hand or by certified mail to the address listed above.
4. Peters Real Estate will make space available in Fondren Corner at no cost for a Jackson Police Department Satellite Office. There will be no charge to Jackson Police Department for utilities or improvements. Peters Real Estate will provide necessary keys for the space as well as the exterior doors to Fondren Place.
5. Jackson Police Department will utilize the Satellite Office for the enhanced security and protection of Precinct 4. Jackson Police Department will be responsible for furnishing the Satellite Office with equipment necessary for carrying out its mission.
6. Either party may request changes to the MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

Peters Real Estate

(Date)

Jackson Police Department

(Date)

Jackson Fire Department
555 South West St
Jackson, Mississippi 39201



Chokwe A. Lumumba
Mayor of the City of Jackson

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Willie G. Owens, Fire Chief
Jackson Fire Department

DATE: August 15, 2024

RE: Agenda Item for August 27, 2024

The attached agenda item is an order approving payment for professional services performed by the Mississippi State Fire Academy for the Jackson Fire Department and its Firefighters.

If you have any questions, or need additional information, please feel free to contact me at x2310

WO/at

17

ORDER RATIFYING PROFESSIONAL SERVICES PERFORMED BY THE MISSISSIPPI STATE FIRE ACADEMY FOR THE JACKSON FIRE DEPARTMENT AND ITS FIREFIGHTERS AND APPROVING PAYMENT FOR SAME. (OWENS, LUMUMBA)

[Handwritten signature and date: 8/27/24]

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

WHEREAS, a municipality may pay professional association dues for individuals if the public entity determines that the professional association dues or licensing fees are reasonable and necessary to the performance of the employee's duties and the membership must accrue to the benefit of the municipality, and any benefit to the individual must be merely incidental; and

WHEREAS, JFD has received several invoices from MSFA covering its various professional services performed for JFD. Said invoices are as follows:

Invoice	Date	Description	Amount
31776	01/18/24	Firefighter 1001-I-II, 1/9/24; Winford, Maurice, Student Withdrew on Request (\$500.00)	\$500.00
31857	02/01/24	Firefighter 1001-I-II, 1/31/24; Carter, Leroy (\$500.00)	\$500.00
32004	03/08/24	Firefighter 1001 I-II, 1/7/24; Armon, Denireo (\$500.00) Firefighter 1001 I-II, 1/7/24; Tarrío, Quadarius (\$500.00) Firefighter 1001 I-II, 1/7/24; Windord, Maurice (\$500.00)	\$1,500.00
32133	04/09/24	Firefighter 1001-I-II, 4/8/24; Taylor, Justin (\$500.00)	\$500.00
32134	04/09/24	Firefighter 1001-I-II, 2/26/24; Dear, Xavier (\$500.00)	\$500.00
32137	04/11/24	Firefighter 1001-I-II, 4/7/24; Sims, Quandon (\$500.00)	\$500.00
32149	05/02/24	Firefighter 1001-I-II, 4/5/24-5/23/24; Maxwell, Antoinette (\$500.00)	\$500.00
32194	06/07/24	11 MS Trainee Agility Tests @ \$20.00 per test (\$220.00)	\$220.00
32220	06/07/24	8 MS Trainee Agility Tests @ \$20.00 per test (\$160.00)	\$160.00
32248	06/12/24	Firefighter 1001-I-II, 6/2/24; Redd, Adonis (\$500.00)	\$500.00
32264	06/14/24	Firefighter 1001-I-II, 2/25/24; Jackson, Jeremy (\$500.00) Firefighter 1001-I-II, 2/25/24; Prewitt, Conner Heath (\$500.00) Firefighter 1001-I-II, 2/25/24; Williams, Martez (\$500.00)	\$1,500.00
32329	06/20/24	Firefighter 1001-I-II, 4/7/24; Maxwell, Antoinette (\$500.00) Firefighter 1001-I-II, 4/7/24; Rogers, Elijah (\$500.00) Firefighter 1001-I-II, 4/7/24; Sims, Quandon (\$500.00)	\$1,500.00
32351	06/21/24	15 MS Trainee Agility Tests @ \$20.00 per test (\$300.00)	\$300.00
32528	07/19/24	8 MS Trainee Agility Tests @ \$20.00 per test (\$160.00)	\$160.00
32540	07/19/24	1 MS Trainee Agility Test (\$20.00)	\$20.00
TOTAL			\$8,860.00

WHEREAS, it is in the best interests of the City that prompt payment be made to MSFA pursuant to the above invoices in the total amount of Eight Thousand Eight Hundred and Sixty Dollars (\$8,860.00) for the various required professional services it performed for JFD and its Firefighters.

**Agenda Item No. 17
August 27, 2024
(Owens, Lumumba)**

IT IS THEREFORE ORDERED that the governing authorities for the City of Jackson find that the above-listed MSFA fees are reasonable and necessary to the performance of JFD firefighters. The governing authorities further find that the benefits arising from MSFA's fees accrue mainly to the benefit of the City, and any individual benefits to JFD firefighters are merely incidental.

IT IS FURTHER ORDERED that payment to MSFA in the total amount of Eight Thousand Eight Hundred and Sixty Dollars (\$8,860.00) is approved. Said payment shall be made from account number 001.441.20-6419 in accordance with the table listed above.

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

(OWENS, LUMUMBA)

Item No.: _____


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 RATIFYING PROFESSIONAL SERVICES PERFORMED BY THE MISSISSIPPI STATE FIRE ACADEMY FOR THE JACKSON FIRE DEPARTMENT AND ITS FIREFIGHTERS AND APPROVING PAYMENT FOR SAME legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney *DM*
Justin Powell, Deputy City Attorney *JP 8/20/24*



Date

OFFICE OF THE CITY ATTORNEY
8/20/24

18

ORDER ACCEPTING THE QUOTE OF METRO COMMUNICATIONS & UTILITY COMPANY TO PERFORM FIBER REPAIR AT FIRE STATION 28

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

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

WHEREAS, the Department of Information Technology has received information indicating that there is an internet connectivity issue at Fire Station 28; and

WHEREAS, the absence of internet connectivity has the potential for negatively affecting the provision of public safety and response by the Jackson Fire Department; and

WHEREAS, the Department of Information Technology has solicited quotes from Metro Communications & Utility Co. and Bucket Works Inc; and

WHEREAS, Bucket Works, Inc., submitted Quote 20240501COJ in the amount of \$13,175.00; and

WHEREAS, Metro Communications & Utility Co. submitted Quote # 24.0502 in the amount of \$12,000.00; and

WHEREAS, the services noted on the quotes submitted were (1) install snow shoes on utility line; (2) service call and clean up trouble; (3) materials including bolts, nuts, washer pole attachments, conduit messenger cable, equipment and lashing of fiber; (4) terminating fiber cable at box and building; and (5) furnishing of 12ct fiber optic cable; and

WHEREAS, the Department of Information Technology has evaluated the quotes and determined that the quote of Metro Communications & Utility Co. is the lowest and best quote received for the work; and

WHEREAS, the best interest of the City of Jackson would be served by accepting the quote of Metro Communications & Utility and authorizing it to perform the repairs.

IT IS HEREBY ORDERED that Quote # 24.0502 of Metro Communications & Utility Co. may be accepted and the company authorized to perform the fiber repairs at Fire Station 28.

IT IS HEREBY ORDERED that a sum not exceeding \$12,000.00 may be paid to Metro Communications & Utility Co. upon completion and inspection of the work.P

OFFICE OF THE CLERK
JACKSON, MISSISSIPPI
8/27/2024

Agenda Item No. 18
August 27, 2024
(Reid, Lumumba)



INFORMATION TECHNOLOGY
Office of Publications

To: Mayor Chokwe A. Lumumba

From: Dr. Muriel Reid, Director, Information Technology

Date: August 2, 2024

Re: Acceptance of Quote Fiber Repair
Fire Station 28

The Department of Information Technology received a report that there was a connection issue at Fire Station 28. Quotes for the repair of fiber have been obtained from Metro Communications & Utility and Bucket Works. Metro Communications & Utility submitted the lowest and best quote.

The agenda item accompanying this memo requests that the Council accept the quote and authorize payment upon completion of the work.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(REID, LUMUMBA)

DATE 4/19/2024

POINTS		COMMENTS									
1.	Brief Description/Purpose	Order Accepts quote provided by Metro Communications & Utility Co. for fiber repair at Fire Station 28									
2.	Purpose	Repair of fiber for internet connectivity									
3.	Who will be affected	City of Jackson, residents, and public									
4.	Benefits	Connectivity at Fire Station 28 will be optimized.									
5.	Schedule (beginning date)	Services to be rendered following council approval									
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Fire Station 28									
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Information Technology									
8.	COST	\$12,000.00									
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Technology Fund Other Professional Services – 004.904.00.6243									
10.	EBO participation	ABE	_____	%	WAIVER	yes	___	no	___	N/A	<u>X</u>
		AABE	_____	%	WAIVER	yes	___	no	___	N/A	<u>X</u>
		WBE	_____	%	WAIVER	yes	___	no	___	N/A	<u>X</u>
		HBE	_____	%	WAIVER	yes	___	no	___	N/A	<u>X</u>
		NABE	_____	%	WAIVER	yes	___	no	___	N/A	<u>X</u>

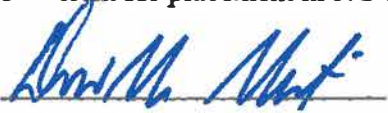
Revised 2-04

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE QUOTE OF METRO COMMUNICATIONS & UTILITY COMPANY TO PERFORM FIBER REPAIR AT FIRE STATION 28** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney



Date

Carrie Johnson, Sr. Deputy City Attorney

Sondra Moncure, Special Assistant City Attorney



OFFICE OF THE CITY ATTORNEY
8/9/2024

19

ORDER AUTHORIZING THE PAYMENT OF INVOICE NO. 24.0328 TO METRO COMMUNICATIONS & UTILITY CO. FOR FIBER REPAIR AT FIRE STATION 10

RECEIVED
JACKSON
8/27/24

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

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

WHEREAS, the Department of Information Technology received information advising that there was an internet connectivity issue at Fire Station 10; and

WHEREAS, the absence of internet connectivity had the potential for negatively affecting the provision of public safety and response by the Jackson Fire Department; and

WHEREAS, the Department of Information Technology responded to the reported issue by requesting that Metro Communications & Utility Co. assess the trouble and perform any needed repair; and

WHEREAS, Metro Communications & Utility Co. complied with the Department of Information Technology's request and provided services on March 28, 2024; and

WHEREAS, the services provided by Metro Communications & Utility Co. on March 28, 2024 included terminating six (6) fiber optic cables and replacing the fiber control module at Fire Station 10; and

WHEREAS, Metro Communications & Utility Co. also provided materials consisting of bolts, nuts, fiber terminate box, and fiber cable tracer kit; and

WHEREAS, Metro Communications & Utility Co. submitted Invoice #24.0328 dated May 21, 2024 to the Jackson Fire Department for the services performed; and

WHEREAS, the Department of Information Technology confirms that the services noted on Invoice # 24.0328 were performed by Metro Communications Inc. and completed satisfactorily; and

WHEREAS, Section 31-7-57 of the Mississippi Code states that a vendor who provides services in good faith is entitled to recover the fair market value of services, notwithstanding some error or failure of the agency or governing authority if the contract was for an object by

**Agenda Item No. 19
August 27, 2024
(Reid, Lumumba)**



INFORMATION TECHNOLOGY
Office of Publications

To: Mayor Chokwe A. Lumumba

From: Dr. Muriel Reid, Director, Information Technology

Date: August 2, 2024

Re: Payment of Invoice Metro Communications & Utility Co.

The Department of Information Technology received a report that there was a connection issue at Fire Station 10. In order to minimize any risk or threat that the connection issue would have concerning public safety, the Department requested that Metro Communications & Utility Co. respond, evaluate, and repair the issue.

The agenda item accompanying this memo requests that the Council approve the payment of Metro Communications & Utility Company's invoice in the amount of \$3,500.00 for the work performed on March 28, 2024.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(REID, LUMUMBA)
DATE 4/19/2024

POINTS		COMMENTS							
1.	Brief Description/Purpose	Order Approves Payment of Invoice 24.0328 to Metro Communications & Utility Co. for fiber repair at Fire Station 10 on March 28, 2024							
2.	Purpose	Repair of fiber at Fire Station 10 to maintain internet connectivity							
3.	Who will be affected	City of Jackson, Jackson Fire Department, and public							
4.	Benefits	Fire Station 10 has internet activity minimizing the risk to public safety response . Payment of invoice will ensure that if necessary, company will agree to perform services in the future							
5.	Schedule (beginning date)	Services have been performed. Payment to be made upon Council approval							
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Fire Station 10							
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Information Technology							
8.	COST	\$3,500.00							
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Technology Fund Other Professional Services – 004.904.00.6419							
10.	EBO participation	ABE	_____ %	WAIVER	yes _____	no _____	N/A	<u>X</u>	
		AABE	_____ %	WAIVER	yes _____	no _____	N/A	<u>X</u>	
		WBE	_____ %	WAIVER	yes _____	no _____	N/A	<u>X</u>	
		HBE	_____ %	WAIVER	yes _____	no _____	N/A	<u>X</u>	
		NABE	_____ %	WAIVER	yes _____	no _____	N/A	<u>X</u>	

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 PAYMENT OF INVOICE NO. 24.0328**
TO METRO COMMUNICATIONS & UTILITY CO. FOR FIBER REPAIR
AT FIRE STATION 10 is legally sufficient for placement in NOVUS Agenda.

Drew Martin *8/6/24*

Drew Martin, City Attorney

Date

Sondra O. Moncure

Sondra Moncure

Special Assistant, City Attorney

Carrie Johnson, Sr. Deputy City Attorney

Carrie Johnson

OFFICE OF THE CITY ATTORNEY
8/6/24

20

ORDER APPROVING THE PAYMENT OF INVOICE 24.0416 IN THE AMOUNT OF \$4,000 TO METRO COMMUNICATIONS & UTILITY CO. FOR EMERGENCY FIBER REPAIRS PERFORMED ON APRIL 10, 2024 AT MILL STREET IN VICINITY OF NEW BRIDGE

OFFICE OF THE CLERK OF THE BOARD
8/27/24
Reid

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

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

WHEREAS, the Department of Information Technology became aware that fiber near the new bridge constructed on Mill Street required repair; and

WHEREAS, the Department of Information Technology authorized Metro Communications & Utility Co. to perform the work; and

WHEREAS, Metro Communications & Utility Co. submitted Invoice #24.0416 dated May 21, 2024 in the amount of \$4,000.00 to the Department of Information Technology; and

WHEREAS, the services noted on the invoice submitted were (1) install snow shoes on utility line; (2) service call and clean up trouble at the hourly rate of \$250.00 for 20 hours; and (3) materials including bolts, nuts, washer pole attachments, conduit messenger cable, equipment and lashing of fiber; and

WHEREAS, the Department of Information Technology confirms that the services noted on Invoice # 24.0416 were performed by Metro Communications Inc. and completed satisfactorily; and;

WHEREAS, Section 31-7-57 of the Mississippi Code states that a vendor who provides services in good faith is entitled to recover the fair market value of services, notwithstanding some error or failure of the agency or governing authority if the contract was for an object authorized by law, and the vendor had no control of, participation, in, or actual knowledge of the error or failure of the agency or governing authority; and

WHEREAS, the amount invoiced by Metro Communications & Utility Company constitutes fair market value for the service and materials supplied; and

WHEREAS, the services provided by Metro Communications & Utility Company are not prohibited by law.

IT IS HEREBY ORDERED that Invoice #24.0416 in the amount of \$4,000.00 may be paid to Metro Communications & Utility Co.

Agenda Item No. 20
August 27, 2024
(Reid, Lumumba)



INFORMATION TECHNOLOGY
Office of Publications

To: Mayor Chokwe A. Lumumba

From: Dr. Muriel Reid, Director, Information Technology

Date: August 2, 2024

Re: Payment of Metro Communications & Utility Co. Invoice 24.0416

The Department of Information Technology became aware that fiber required repair at Mill Street in the vicinity of the new bridge construction. Therefore, it authorized Metro Communications & Utility Co. to perform the work.

The agenda item accompanying this memo requests that the Council approve the payment of Metro Communications & Utility Company's invoice in the amount of \$4,000.00 for the work performed on April 10, 2024.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(REID, LUMUMBA)
DATE 4/19/2024

POINTS		COMMENTS								
1.	Brief Description/Purpose	Order Approves Payment of Invoice 24.0416 to Metro Communications & Utility Co. for fiber repair at Mill Street near new bridge construction								
2.	Purpose	Repair of fiber near Mill Street								
3.	Who will be affected	City of Jackson and public								
4.	Benefits	Connectivity in downtown area is								
5.	Schedule (beginning date)	Services have been performed. Payment to be made upon Council approval								
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Mill Street near bridge								
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Information Technology								
8.	COST	\$4,000								
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Technology Fund Other Professional Services -- 004.904.00.6419								
10.	EBO participation	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>

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 PAYMENT OF INVOICE 24.0416 IN THE AMOUNT OF \$4,000 TO METRO COMMUNICATIONS & UTILITY CO. FOR EMERGENCY FIBER REPAIRS PERFORMED ON APRIL 10, 2024 AT MILL STREET IN VICINITY OF NEW BRIDGE is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Sondra Moncure, Special Assistant 

Carrie Johnson, Deputy City Attorney 



Date

21

Handwritten signature and date: 8/9/2024

ORDER APPROVING THE PAYMENT OF INVOICE # 253307 SUBMITTED BY UPCHURCH SERVICES LLC FOR EMERGENCY REPAIR OF AIR CONDITIONING UNIT LOCATED AT 387 SOUTH CONGRESS STREET WHICH IS THE LOCATION OF THE 911 COMMUNICATION DIVISION AND THE DEPARTMENT OF INFORMATION TECHNOLOGY

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

WHEREAS, the air-conditioning system located at 387 South Congress failed on May 20, 2024; and

WHEREAS, the malfunction was first observed on May 20, 2024, at 8:00 a.m and immediate troubleshooting efforts have been set in place to resolve the issue; and

WHEREAS, the address 387 South Congress Street is the location for the 911 Communications Division and the Department of Information Technology; and

WHEREAS, the Department of Information Technology in consultation with the Care and Maintenance Division of the Department of Public Works acted swiftly to minimize discomfort to personnel and disruption of operations within the facility by authorizing UpChurch Services LLC to evaluate and perform repairs;

WHEREAS, Upchurch Services assessed the problem and found the pump not running;

WHEREAS Upchurch Services performed the following services: (1) reset starter (2) got chiller back online and adjusted temperatures; (3) replaced EEV and Drier and Vacuum overnight; (4) recovered refrigerant and replaced EXV and filter Drier; (5) checked Strainer and charged with 18 pounds of refrigerant; and

WHEREAS, UpChurch Service, LLC submitted Invoice # 253307 dated June 10, 2024 in the amount of \$4,956.00 to the City Of Jackson for the services provided; and

WHEREAS, the Department of Information Technology confirms that the services noted on Invoice # 253307 were performed by UpChurch Service LLC and completed satisfactorily; and

WHEREAS, Section 31-7-57 of the Mississippi Code states that a vendor who provides services in good faith is entitled to recover the fair market value of services, notwithstanding some error or failure of the agency or governing authority if the contract was for an object by law, and the vendor had no control of, participation, in, or actual knowledge of the error or failure of the agency or governing authority; and

**Agenda Item No. 21
August 27, 2024
(Reid, Lumumba)**

WHEREAS, the amount invoiced by UpChurch Service LLC constitutes fair market value for the time and materials supplied; and

IT IS HEREBY ORDERED that the sum of \$4,956.00 may be paid to UpChurch Service LLC in satisfaction of Invoice # 253307.

[Handwritten Signature]
OFFICE OF THE
CLERK OF THE
COURT



DEPARTMENT OF INFORMATION TECHNOLOGY

MEMORANDUM

Date: July 30, 2024
To: Mayor Chokwe Antar Lumumba
From: Dr. Muriel Reid, Director
Subject: Emergency Professional Service Agreement Upchurch Services, LLC

The Department of Information Technology through Care and Maintenance utilized professional services with Upchurch Services, LLC, a Mississippi-based company, to carry out an emergency repair of the air conditioning system. The air conditioning unit cools the city's technology infrastructure. Given the urgency of the situation, Care and Maintenance outsourced the repairs to Upchurch Services, LLC. An invoice, for the emergency repair cost \$4,956.00, which includes replacing the EEV, EXV, filter drier, maintaining the strainer, and refilling the refrigerant, replacement of parts, labor costs. Upchurch Services, LLC completed the repair on June 10, 2024.

mjr/asc

004.904.00.6461

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(REID, LUMUMBA)
DATE August 7, 2024

POINTS		COMMENTS								
1.	Brief Description/Purpose	Order Approves Payment of Invoice of Upchurch for emergency AC Repair								
2.	Purpose	Payment of outstanding invoice of Upchurch for emergency AC repair								
3.	Who will be affected	City of Jackson and employees assigned to work at 387 South Congress								
4.	Benefits	AC repaired with minimum disruption to 911 and technology operations								
5.	Schedule (beginning date)	Services have been performed. Payment to be made upon Council approval								
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	387 South Congress Street was location of repair								
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Information Technology								
8.	COST	\$4,9656.00								
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Account 004-90400-6461								
10.	EBO participation	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>



Upchurch Services, LLC
 P.O. Box 709
 Horn Lake, MS 38637
 Phone: 901-388-0333 / Fax: 862-393-7775

Invoice

Date
 06/10/24

Invoice #
 253307

Bill to # 5439
City Of Jackson
 smarshall@city.jackson.ms.us
 samold@city.jackson.ms.us
 Jackson, MS 39205

Service Location # 7336
City Of Jackson
 E 911 Building
 387 S. Congress Street
 Jackson, MS 39205

Terms NET 30 DAYS

PO #

Call # 253307

Salesman 234-Russ Carraway

Description	Amount
SERVICES PROVIDED	
Time & Material	
Equipment	90.00
Labor	3,442.34
Material	1,423.66

WORK DESCRIPTION

PROBLEM:

CHECK THE CHILLER THAT IS DOWN

RESOLUTION:

ARRIVED ON SITE AND CHECKED IN
 FOUND PUMP NOT RUNNING AND RESET STARTER
 GOT CHILLER BACK ONLINE AND ADJUSTED TEMPS
 REPLACED EEV AND DRIER AND VACUUM OVERNIGHT
 RECOVERED REFRIGERANT AND REPLACED EXV AND FILTER DRIER
 CHECKED STRAINER AND CHARGED WITH 18 LBS OF REFRIGERANT
 UNIT IS OPERATING PROPERLY AT THIS TIME

Due to rising costs effective 07/01/23 we will be adding a 3% surcharge to all invoices paid by credit card. Thank you for your understanding.

SUB TOTAL	4,956.00
SALES TAX	0.00
TOTAL \$	4,956.00

F0012
Fee: \$ 60



Michael Watson
SECRETARY OF STATE

2024372265

Business ID: 720634
Filed: 07/09/2024 02:43 PM
Michael Watson
Secretary of State

Articles/Certificate of Amendment

Business Details

Business ID: 720634

Business Name: UPCHURCH SERVICES, LLC

Current Parties On Record

Name:

UPI, L.L.P.
Member

Address:

2606 Baldwin Road
Greenwood, MS 38935

Amended Parties On Record

Name:

UP Intermediate II LLC
Member

Address:

2606 Baldwin Road
Greenwood, MS 38935

Current Registered Agent

Name: REGISTERED AGENT SOLUTIONS, INC

Address: 8927 Lorraine Rd., Ste. 204-A
Gulfport, MS 39503

Amended Registered Agent

Name: Cogency Global Inc.

Address: 248 E CAPITOL STREET, SUITE 840
JACKSON, MS 39201

NAICS Code/Nature of Business

238220 - Plumbing, Heating, and Air-Conditioning Contractors

238220 - Plumbing, Heating, and Air-Conditioning Contractors

238220 - Plumbing, Heating, and Air-Conditioning Contractors

Signature

The undersigned certifies that:

- 1) he/she has notified the above-named registered agent of this appointment;
- 2) he/she has provided the agent an address for the company, and;
- 3) the agent has agreed to serve as registered agent for this company

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day **07/09/2024**.

Name:

David Upchurch

Other

Address:

2606 Baldwin Road

Greenwood, MS 38930

F0012
Fee: \$ 50



Michael Watson
SECRETARY OF STATE

2024130326

Business ID: 720634
Filed: 02/27/2024 09:50 AM
Michael Watson
Secretary of State

Articles/Certificate of Amendment

Business Details

Business ID: 720634

Business Name: UPCHURCH SERVICES, LLC

Current Parties On Record

Name:

Cindy U Hawkins
Member

Address:

P. O. BOX 8106
GREENWOOD, MS 389358106

David Upchurch
Manager

1792 DANCY BLVD. WEST
HORN LAKE, MS 38637

Krystal Everett
Manager

1792 DANCY BLVD. WEST
HORN LAKE, MS 38637

Amended Parties On Record

Name:

UPI, L.L.P.
Member

Address:

2606 Baldwin Road
Greenwood, MS 38935

NAICS Code/Nature of Business

238220 - Plumbing, Heating, and Air-Conditioning Contractors

238220 - Plumbing, Heating, and Air-Conditioning Contractors

238220 - Plumbing, Heating, and Air-Conditioning Contractors

Signature

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day **02/27/2024**.

Name:

William C. Penick IV
Attorney In Fact

Address:

190 E. Capitol Street, Suite 100
Jackson, MS 39201

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 APPROVING THE PAYMENT OF INVOICE # 253307 SUBMITTED BY UPCHURCH SERVICES LLC FOR EMERGENCY REPAIR OF AIR CONDITIONING UNIT LOCATED AT 387 SOUTH CONGRESS STREET WHICH IS THE LOCATION OF THE 911 COMMUNICATION DIVISION AND THE DEPARTMENT OF INFORMATION TECHNOLOGY is legally sufficient for placement in NOVUS Agenda.

[Handwritten signature: Drew Martin]

[Handwritten date: 8/13/24]

Drew Martin, City Attorney

Date

Carrie Johnson, Sr. Deputy City Attorney

[Handwritten signature: Carrie Johnson]

Sondra Moncure, Special Assistant City Attorney

[Handwritten signature: Sondra Moncure]

22

ORDER REQUESTING RATIFICATION OF PROFESSIONAL SWIMMING POOL DIAGNOSTIC SERVICES PERFORMED BY BOB'S POOL SERVICE, INC., AT THE JACKSON ZOO'S SPLASH PAD AND REQUESTING APPROVAL OF FUTURE PROFESSIONAL SERVICES IN AN AMOUNT NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000.00). (MUHAMMAD, LUMUMBA)

APPROVED
8/27/24
K

WHEREAS, the Jackson Zoo operates a splash pad for the use of its patrons. The splash pad had been operating incorrectly which necessitated a diagnostic examination to determine the cause(s) of the problem. The Parks and Recreation Department contacted Bob's Pool Service, INC., (BPS) to perform the diagnostic exam. BPS performs diagnoses and repairs for swimming pools and splash pads. BPS performed its diagnostic services on the Zoo's splash pad on June 27, 2024; and

WHEREAS, BPS is an active vendor for the City (vendor number 2730). BPS is a for-profit corporation created pursuant to the laws of the State of Mississippi on September 10, 1979, and is currently in good standing with the Mississippi Secretary of State's Office; and

WHEREAS, BPS submitted an invoice (invoice number 262810) for its diagnostic services performed at the Jackson Zoo's splash pad totaling One Hundred and Fifty Dollars (\$150.00); and

WHEREAS, the Parks and Recreation Department requests ratification of BPS' diagnostic services and payment to BPS for same. For the purposes of obtaining swimming pool and splash pad diagnostic and repair services in a timely manner and to ensure that prompt payment is made, the Parks and Recreation Department further requests preapproval of BPS' services in an amount not to exceed Five Thousand Dollars (\$5,000.00); and

WHEREAS, it is in the best interests of the City that BPS' splash pad diagnostic services be ratified, and payment made for same. It is also in the best interests of the City that BPS' services be preapproved in an amount not to exceed Five Thousand Dollars (\$5,000.00) to ensure the timely repair of the City's swimming pools and splash pads and the timely payment for said services.

IT IS THEREFORE ORDERED that BPS' diagnostic services performed at the Jackson Zoo's splash pad are ratified and that payment in the amount of One Hundred and Fifty Dollars (\$150.00) be made to BPS from account number 390.498.00-6419.

IT IS FURTHER ORDERED that BPS is approved to perform swimming pool and splash pad diagnostic and repair services for City swimming pools and splash pads in an amount not to exceed Five Thousand Dollars (\$5,000.00) to be paid from account number 390.498.00-6419. BPS shall consult with the Director of the City's Parks and Recreation Department, or his designee, to determine what services are needed before beginning work. BPS will then submit a written estimate for that work. Upon completion of its services, BPS will submit a detailed invoice showing the services that were rendered and the amount charged.

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

(MUHAMMAD, LUMUMBA)

Item No.: _____ Date: _____

Agenda Item No. 22
August 27, 2024
(Muhammad, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: July 8, 2024

POINTS		COMMENTS																																													
1.	Brief Description	Order requesting approval of professional services from and payments to Bob's Pool Service for services of the splash pad at the Jackson Zoo.																																													
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Youth & Education Neighborhood Enhancement Infrastructure and Transportation Quality of Life																																													
3.	Who will be affected	Department of Parks and Recreation and the Jackson Zoo																																													
4.	Benefits	Citizens of the City of Jackson.																																													
5.	Schedule (beginning date)	Upon Council Approval																																													
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide																																													
7.	Action implemented by: City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	Department of Parks & Recreation - Jackson Zoo																																													
8.	COST	One Hundred Fifty Dollars (\$150.00)																																													
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	Account no. 390.498.00-6419																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	√	N/A	√	AABE	_____ %	WAIVER	yes	___	no	√	N/A	√	WBE	_____ %	WAIVER	yes	___	no	√	N/A	√	HBE	_____ %	WAIVER	yes	___	no	√	N/A	√	NABE	_____ %	WAIVER	yes	___	no	√	N/A	√
ABE	_____ %	WAIVER	yes	___	no	√	N/A	√																																							
AABE	_____ %	WAIVER	yes	___	no	√	N/A	√																																							
WBE	_____ %	WAIVER	yes	___	no	√	N/A	√																																							
HBE	_____ %	WAIVER	yes	___	no	√	N/A	√																																							
NABE	_____ %	WAIVER	yes	___	no	√	N/A	√																																							

Parks & Recreation Department
633 North State Street, 5th Floor
P O Box 17
Jackson, MS 39205-00173
601-960-0471 (Office)
Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

Memo

TO: Mayor Lumumba
FROM: Abram Muhammad, Director
Department of Parks and Recreation
Date: July 8, 2024
RE: Bob's Pool Service

IT IS REQUESTED that the above-described professional services with Bob's Pool Services for providing professional services for the Parks and Recreation Department – Jackson Zoo be ratified and that a payment in the amount of One Hundred Fifty Dollars (\$150.00) be approved and made from account no. 390.498.00-6419.

IT IS REQUESTED, that future professional services and payments for Bob's Pool Services be ratified for the Parks and Recreation Department.

The Department of Parks and Recreation Jackson Zoo recommends that this Order be submitted for the Council's consideration.

Thank you.

AM/js



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
BOB'S POOL SERVICE, INC.	Legal

Business Information

Business Type:	Profit Corporation
Business ID:	411072
Status:	Good Standing
Effective Date:	09/10/1979
State of Incorporation:	Mississippi
Principal Office Address:	5014 Highway 80 East, 5014 Highway 80 East Pearl, MS 39208

Registered Agent

Name
JAMES ODELL ATKISSON
5014 HWY 80 E
PEARL, MS 39208

Officers & Directors

Name	Title
James Odell Atkisson 5014 Hwy 80 E Pearl, MS 39208	Incorporator
Kathryn Groover Atkisson 5014 Hwy 80 E Pearl, MS 39208-4224	Incorporator
James Odell Atkisson 5014 Hwy 80 E Pearl, MS 39208	Director, President
Hannah Derden 5014 Hwy 80 E Pearl, MS 39208-4224	Secretary, Treasurer
Sheri Derden 5014 Hwy 80 E Pearl, MS 39208	Director, Vice President



BOBS POOL SERVICE

5014 HWY 80 EAST
PEARL, MS 39208
Phone: 601-939-3388

Sales Order

Salesperson 1: Sheri

Created: 6/27/2024 11:48:42 AM
Completed: 6/27/2024 11:51:33 AM
Register: ...sheri.derden

Customer Id: 49056

Revenue Center: Bobs Service
Invoice 262810

JACKSON ZOO
2918 W. CAPITOL ST
JACKSON, MS 39209

H: 601-352-2590
Email: ABUCK@JACKSONMS.GOV

Qty	Part Number	Description	Price	Amount
1	SERVICE FEE	SERVICE FEE	150.00	150.00

CORRECT AS SHOWN

Customer Signature _____

Sub Total	\$150.00
State Tax	\$10.50
City/County Tax	\$0.00
Total	\$160.50
Amount Paid	\$0.00
Balance	\$160.50

Special Comments: SERVICE FEE FOR DIAGNOSING SPLASH PAD REPAIR

I have read the agreement of sale and agree to the above terms and conditions

Customer Signature _____

Print Name _____

Date _____

Customer Signature _____

Print Name _____

Date _____



**The City of Jackson
Department of Parks
and Recreation**

MEMO

TO: JAQUELINE SPEARS, EXECUTIVE OFFICE COORDINATOR
FROM: SHANNON V. AMOS, BUDGET INVESTMENT SUPERVISOR
DATE: JULY 08, 2024
CC: ABRAM MUHAMMAD, DIRECTOR
JAMES CRUMP, DEPUTY DIRECTOR
DEPARTMENT OF PARKS AND RECREATION
SUBJECT: AGENDA ITEM REQUEST - BOB'S POOL SERVICE

This memorandum is to provide account information for Bob's Pool Service, vendor no. 2730 for professional services for the Park and Recreation Department – Jackson Zoo to be ratified.

IT IS REQUESTED, that an Order for the above-described professional services with Bob's Pool Services for providing professional services for the Parks and Recreation Department be ratified and that a payment in the amount of (\$150.00) be approved and made from account no. 390.498.00-6419.

IT IS REQUESTED, that future professional services and payments for Bob's Pool Services be ratified for the Parks and Recreation Department.

Thank you,

Shannon V. Amos

Budget Investment Supervisor

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING RATIFICATION OF PROFESSIONAL SWIMMING POOL DIAGNOSTIC SERVICES PERFORMED BY BOB'S POOL SERVICE, INC., AT THE JACKSON ZOO'S SPLASH PAD AND REQUESTING APPROVAL OF FUTURE PROFESSIONAL SERVICES IN AN AMOUNT NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000.00) is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Justin Powell, Deputy City Attorney



Date





OFFICE OF THE CITY ATTORNEY
7/25/24

23

OFFICE OF THE CLERK
JULY 27 2024

ORDER REQUESTING APPROVAL AND PAYMENT TO THE MISSISSIPPI RECREATION AND PARKS ASSOCIATION (MRPA) FOR PREVIOUSLY PROVIDED MEMBERSHIP AND TRAINING SERVICES AND REQUESTING APPROVAL OF PAYMENT TO THE MRPA FOR CURRENT MEMBERSHIP DUES AND TRAINING SERVICES FOR VARIOUS DEPARTMENT OF PARKS AND RECREATION EMPLOYEES. (MUHAMMAD, LUMUMBA)

WHEREAS, the Mississippi Recreation and Parks Association (MRPA) is a non-profit charitable organization created pursuant to the laws of the state of Mississippi on November 6, 1985. MRPA is currently in good standing with the Mississippi Secretary of State's Office; and

WHEREAS, the MRPA provides avenues to build communities, reduce crime, and improve the health of Mississippians. The MRPA works closely with state and local recreation professionals to publicize and support statewide and local parks and recreational activities. Th MRPA also provides educational and training opportunities for parks and recreation professionals. MRPA fosters networking opportunities and provides for the flow of ideas and information amongst state and local parks and recreation professionals, including the dissemination of information regarding various federal and state parks and recreation grant opportunities; and

WHEREAS, a municipality may pay professional association dues for individuals if the public entity determines that the professional association dues or licensing fees are reasonable and necessary to the performance of the employee's duties and the membership must accrue to the benefit of the municipality, and any benefit to the individual must be merely incidental; and

WHEREAS, various Parks and Recreation Department members of management and other employees are members of the MRPA and attend various training sessions and meetings throughout the year. The Parks and Recreation Department desires for several other of its employees to join the MRPA and attend training events and conferences; and

WHEREAS, the City has received an invoice (invoice number 3982) from the MRPA covering upcoming MRPA activities and membership dues for Parks and Recreation staff members and includes charges for a previously attended conference that occurred in 2022 and a charge for the 2023 Executive Leadership conference; and

WHEREAS, the MRPA invoice is as follows:

DESCRIPTION	AMOUNT
Gold Agency Membership – Director plus eight professional members Director Abram Muhammad Angela White, Keisha Milton, Charles Melvin, James Crump, Nakira Willis, Lisa Wilson, Dwayne Robinson, and Sandra Bell	\$545.00

Agenda Item No. 23
August 27, 2024
(Muhammad, Lumumba)

Additional Members: Rayford Bailey, Cedric Daniels, Vicky Dykes (\$50.00 each)	\$150.00
2022 MRPA Conference (\$255.00 each) Abram Muhammad (Deputy Director at the time) Keshia Milton Dwayne Robinson Nakira Willis	\$1,020.00
Executive Leadership Conference (\$100.00 each) 2023 – Biloxi, MS – Director Abram Muhammad 2024 – Cleveland, MS – Director Abram Muhammad	\$200.00
Total:	\$1,915.00

WHEREAS, it is in the best interests of the City that MRPA’s previously provided membership and training services be ratified, and that prompt payment be made for same, and that approval be given for the payment of MRPA’s current membership dues and training services.

IT IS THEREFORE ORDERED that the governing authorities for the City of Jackson find that MRPA professional association dues and fees are reasonable and necessary to the performance of certain managers and staff members of the City’s Parks and Recreation Department. The governing authorities further find that membership in the MRPA accrues to the benefit of the City, and any individual benefits to the City’s MRPA members are merely incidental.

IT IS FURTHER ORDERED that MRPA’s previously provided conferences and training services are ratified and payment is approved for same as detailed in the table above.

IT IS FURTHER ORDERED that the Department of Parks and Recreation is authorized to pay the MRPA professional association dues and fees as evidenced in invoice number 3982 and the table above. A payment in the amount of One Thousand Nine Hundred and Fifteen Dollars (\$1,915.00) shall be made to MRPA from account number 005.501.10-6443.

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

(MUHAMMAD, LUMUMBA)

Item: _____ Date: _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: June 20,2024

POINTS		COMMENTS																																													
1.	Brief Description	Order requesting approval of payment to MRPA for providing registration and membership services for the Parks and Recreation Department.																																													
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Infrastructure and Transportation																																													
3.	Who will be affected	Department of Parks and Recreation																																													
4.	Benefits	City of Jackson Parks and Recreation Department employees																																													
5.	Schedule (beginning date)	Upon Council Approval																																													
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide																																													
7.	Action implemented by: City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	Department of Parks & Recreation																																													
8.	COST	One Thousand Four Hundred Ninety-Five Dollars (\$1,495.00)																																													
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	Account No. 005.501.10-6443																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	√	N/A	√	AABE	_____ %	WAIVER	yes	___	no	√	N/A	√	WBE	_____ %	WAIVER	yes	___	no	√	N/A	√	HBE	_____ %	WAIVER	yes	___	no	√	N/A	√	NABE	_____ %	WAIVER	yes	___	no	√	N/A	√
ABE	_____ %	WAIVER	yes	___	no	√	N/A	√																																							
AABE	_____ %	WAIVER	yes	___	no	√	N/A	√																																							
WBE	_____ %	WAIVER	yes	___	no	√	N/A	√																																							
HBE	_____ %	WAIVER	yes	___	no	√	N/A	√																																							
NABE	_____ %	WAIVER	yes	___	no	√	N/A	√																																							

Parks & Recreation Department
633 North State Street, 5th Floor
P O Box 17
Jackson, MS 39205-00173
601-960-0471 (Office)
Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

Memo

TO: Mayor Lumumba
FROM: Abram Muhammad, Director
Department of Parks and Recreation
Date: June 20, 2024
RE: Payment for MRPA

IT IS REQUESTED that the above-described professional services with MS Recreation and Parks Association (MRPA) for providing membership services for the Parks and Recreation Department in the amount of One Thousand Four Hundred and Ninety-Five Dollars (\$1,495.00) be approved and made to MRPA from account no. 005.501.10-6443.

The Department of Parks and Recreation Programming Division recommends that this Order be submitted for the Council's consideration.

Thank you.

AM/js

Mississippi Recreation & Parks Association
 PO Box 16451
 Hattiesburg, MS 39404
 601-582-3361/ www.aboutmrpa.org

Bill To:

City of Jackson
 Parks and Recreation
 1000 Metrocenter STE 104
 Jackson, MS 39209

Invoice

Date:	Invoice #:
7/19/2024	3982

PO #:	Terms
Reminder	Due on receipt

<i>Description</i>	<i>Qua...</i>	<i>Rate</i>	<i>\$ Amount</i>
Gold Agency Membership- Director and eight professional members. \$50 for each additional member Abram Muhammad, Director Angela White, Keisha Milton, Charles Melvin, James Crump, Nakira Wilis Lisa Wilson, Dwayne Robinson and Sandra Bell Additional Members: Rayford Bailey, Cedric Daniels, Vicky Dykes	1 3	545.00 50.00	545.00 150.00
Conference			
MRPA 2022 Conference Registration: Abram Muhammad	1	255.00	255.00
MRPA 2022 Conference Registration: Keshia Milton	1	255.00	255.00
MRPA 2022 Conference Registration: Dwayne Robinson	1	255.00	255.00
MRPA 2022 Conference Registration: Nakira Willis	1	255.00	255.00
Executive Leadership			
2024 Executive Leadership- Cleveland, MS- Abram Muhammad	1	100.00	100.00
2023 Executive Leadership- Biloxi MS- Abram Muhammad	1	100.00	100.00

Total	\$1,915.00
Payments/Credits	\$0.00
Balance Due	\$1,915.00

Mississippi Recreation & Park Association Inc.

EIN: 64-0741623 | Hattiesburg, Mississippi, United States

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC 



**The City of Jackson
Department of Parks
and Recreation**

MEMO

TO: JAQUELINE SPEARS, SECRETARY
FROM: SHANNON V. AMOS, BUDGET INVESTMENT SUPERVISOR
DATE: MAY 21, 2024
CC: ABRAM MUHAMMAD, DIRECTOR
JAMES CRUMP, DEPUTY DIRECTOR
DEPARTMENT OF PARKS AND RECREATION
SUBJECT: AGENDA ITEM REQUEST -

This memorandum is to provide account information for the MRPA registration and membership past/ current dues for the Park and Recreation Department to be ratified.

IT IS REQUESTED, that an Order for the above-described membership services with MRPA for providing registration and membership services for the Parks and Recreation Department be ratified and that a payment in the amount of (\$1,495.00) be approved and made from account no. 005.501.10-6443

Thank you,

Shannon V. Amos

Budget Investment Supervisor



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
THE MISSISSIPPI RECREATION AND PARKS ASSOCIATION	Legal

Business Information

Business Type:	Non Profit Corporation
Business ID:	525849
Status:	Good Standing
Effective Date:	11/06/1985
State of Incorporation:	Mississippi
Principal Office Address:	629 N. Main Street Hattiesburg, MS 39401

Registered Agent

Name
Evans, Lamar
629 N Main Street
Hattiesburg, MS 39401

Officers & Directors

Name	Title
No Officer Record Available	Incorporator
Alex Wilcox P.O. Box 1426 Saltillo, MS 38866	Director, President
Cole Smith 410 Harper Street Richland, MS 39218	Director, Vice President
Darcie Crew Jackson County Recreation Department, 5400 Ball Park Road Vanceleave, MS 39465	Director, Secretary, Treasurer
Sam Pryor 2427 CR 119 Water Valley, MS 38965	Director
Adam Wade Clinton Parks and Recreation, 200 Soccer Row Clinton, MS 39056	Director

Lamar Evans
629 North Main Street
Hattiesburg, MS 39401

Director, Chief Executive Officer

Trevor Adam
City of Picayune
Picayune, MS 39466

Director

Hannah Culpepper
Alliance Health Center, 5000 Highway
39 N
Meridian, MS 39301

Director

Will McNeer
Bliss Products and Services, 10305
Holly Springs Road
Hernando, MS 38635

Director

Ison Harris
City of Jackson Parks &
Recreation, 1000 Metro Center STE
104
Hattiesburg, MS 39209

Director

Gerry Logan
MUSCO Sports Lighting, 3108 E.
McGuire Drive
Muscle Shoals, AL 35661

Director

Enter search criteria...



Mississippi Recreation and Park Association

MENU

Our Mission

The Mississippi Recreation and Park Association provides avenues to build communities, reduce crime, and improve the health of Missisippians. We work closely with state and local recreation professionals to publicize and support statewide and local parks and recreational activities.

We engage students, faculty and elected officials across the state with open communications and improved educational and training opportunities.

MRPA supports our members through leadership development, advocacy and improved training opportunities. Our members share their knowledge and promote the value of parks and recreation and we embrace networking and social opportunities.

Sign In

<https://ws.yourmembership.com/Ams/SocialOAuth/facebook?Continue=%2fAms%2fFinalizeLogin%2ffacebook%3fReturnUrl%3dhttps%253a%252f%252faboutmrpa.org%252f>

<https://ws.yourmembership.com/Ams/SocialOAuth/linkedin?Continue=%2fAms%2fFinalizeLogin%2flinkedin%3fReturnUrl%3dhttps%253a%252f%252faboutmrpa.org%252f>

Username

Password

Sign In |

[Forgot your password? \(/general/email_pass.asp\)](/general/email_pass.asp)

[Haven't registered yet? \(/general/register_start.asp\)](/general/register_start.asp)

Latest News

[more \(/news/\)](/news/)

3/25/2021

[Where Are the Workers? \(/news/558026/Where-Are-the-Workers.htm\)](/news/558026/Where-Are-the-Workers.htm)

Calendar

[more \(/events/event_list.asp\)](/events/event_list.asp)

The upcoming calendar is currently empty.

[Click here to view past events and photos » \(/events/event_list.asp?cid=&show=past\)](/events/event_list.asp?cid=&show=past)

Featured Members

Newest Members

S. Jeter

[\(/members/default.asp?id=74330711\)](/members/default.asp?id=74330711)

J. McClemore

[\(/members/default.asp?id=74327839\)](/members/default.asp?id=74327839)



Mississippi Recreation and Park Association

Post Office Box 16451

Hattiesburg, Mississippi 39404-6451

E-mail info@aboutmrpa.org (mailto:info@aboutmrpa.org)

Voice (601) 582-3361

Fax (601) 582-3354



(<https://www.facebook.com/MSRECPARK/>)

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
8/2/24

This ORDER REQUESTING APPROVAL AND PAYMENT TO THE MISSISSIPPI RECREATION AND PARKS ASSOCIATION (MRPA) FOR PREVIOUSLY PROVIDED MEMBERSHIP AND TRAINING SERVICES AND REQUESTING APPROVAL OF PAYMENT TO THE MRPA FOR CURRENT MEMBERSHIP DUES AND TRAINING SERVICES FOR VARIOUS DEPARTMENT OF PARKS AND RECREATION EMPLOYEES is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant 
Justin Powell, Deputy City Attorney 



Date

24

OFFICE OF THE CLERK
CITY OF MEMPHIS
300 N. GAY
MEMPHIS, TN 38102
901-527-3224

ORDER REQUESTING ACCEPTANCE OF PROFESSIONAL LIFEGUARD CERTIFICATION AND RECERTIFICATION TRAINING SERVICES FROM SWIM MISSISSIPPI, LLC, FOR VARIOUS CITY LIFEGUARDS. (MUHAMMAD, LUMUMBA)

WHEREAS, the Parks and Recreation Department employs seasonal employees to work as lifeguards at the City's public swimming pools. The City requires its lifeguards to be properly trained and certified before beginning actual lifeguarding duties; and

WHEREAS, Swim Mississippi (Swim MS) is a limited liability company created pursuant to the laws of the State of Mississippi on March 30, 2021, and is currently in good standing with the Mississippi Secretary of State's Office. Swim MS is an active vendor with the City (vendor number 401222); and

WHEREAS, Swim MS provided an estimate for the provision of lifeguard certification and recertification services for seven (7) City lifeguards totaling Two Thousand One Hundred and Fifty Dollars (\$2,150.00). Swim MS will provide lifeguarding full certification services for lifeguards Corina Smith, Sherman Brown, Brayden Detienne-Falls, and Zachary Franklin at a cost of Three Hundred and Fifty Dollars (\$350.00) per person for a total of One Thousand Four Hundred Dollars (\$1,400.00). Swim MS will provide lifeguarding recertification services for lifeguards Joshua Paul-Johnson, Kendarius Robinson, and Izayhia Holman at a cost of Two Hundred and Fifty Dollars (\$250.00) per person for a total of Seven Hundred and Fifty Dollars (\$750.00); and

WHEREAS, it is in the best interests of the City that Swim MS' estimate be accepted, and payment issued to Swim MS for the provision of its above-described lifeguard certification and recertification services in the total amount of Two Thousand One Hundred and Fifty Dollars (\$2,150.00).

IT IS THEREBY ORDERED that Swim MS' above-described estimate for lifeguard certification and recertification training services is accepted and that payment, in the amount of Two Thousand One Hundred and Fifty Dollars (\$2,150.00), shall be made to Swim MS upon the completion of the training services and the City's receipt of an invoice(s). Payment(s) shall be made to Swim MS from account number 005-501.80-6419.

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

(MUHAMMAD, LUMUMBA)
Item No.: _____ Date: _____

Agenda Item No. 24
August 27, 2024
(Muhammad. Lumumba)

Swim MS LLC

Instructors: Be'Lon Jones & John Charleston
1416 Sawmill Rd.
Crystal Springs, MS 39059

Lifeguard Certification SALES

PREPARED FOR

The City Of Jackson

Instructors: John Charleston & Be'Lon Jones

PREPARED DATE

June 20, 2024

EXP. DATE

July 15, 2024

ITEM	QTY	PRICE	TOTAL
Lifeguarding Full Certification (Corina Smith, Sherman Brown, Brayden Detienne- Falls, Zachary Franklin)	4	\$350	\$1,400
Lifeguarding Recertification (Joshua Paul- Johnson, Kendarius Robinson, Izayhia Holman (r.24 update)	3	\$250	\$750
Swim Test Training (St. Dominic Club Pool)	0	\$0	\$0
			\$2,150
			\$2,150

**THIS QUOTATION IS SUBJECT TO THE FOLLOWING
TERMS AND CONDITIONS:**

1. This quotation may be accepted to form a binding contract upon any one of the following



options:

- a. Signature below and payment to [John Charleston or Be'Lon Jones] for the items listed in this quote prior to the expiration date.
- b. Issuance of a check or money order to [John Charleston or Be'Lon Jones] referencing this quote and the terms and conditions herein prior to the expiration date above.

AGREED AND ACCEPTED:

NAME

TITLE

DATE



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Swim Mississippi LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1269433
Status:	Good Standing
Effective Date:	03/30/2021
State of Incorporation:	Mississippi
Principal Office Address:	1416 Sawmill Rd Crystal Springs, MS 39059

Registered Agent

Name
John Charleston 1416 Sawmill Rd Crystal Springs, MS 39059

Officers & Directors

Name	Title
Be'Lon N Jones 579 Hazelton Dr. Madison, MS 39110	Organizer
John Charleston 1416 Sawmill Rd. Crystal Springs, MS 39059	Member

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: July 18, 2024

POINTS		COMMENTS																																													
1.	Brief Description	Order requesting approval of professional services from and payments to Swim MS, LLC for certifications of lifeguards.																																													
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Youth and Education Crime Prevention Quality of Life																																													
3.	Who will be affected	Youth and adult citizens of Jackson, Lifeguards and Pool Managers																																													
4.	Benefits	Provide lifeguard services for our citizens and participants.																																													
5.	Schedule (beginning date)	Upon Council Approval																																													
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide																																													
7.	Action implemented by: City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	Department of Parks & Recreation																																													
8.	COST	Two Thousand One Hundred Fifty Dollars (\$2,150.00)																																													
9.	Source of Funding General Fuud <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	Account no. 005-501.80-6419																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	✓	N/A	✓	AABE	_____ %	WAIVER	yes	___	no	✓	N/A	✓	WBE	_____ %	WAIVER	yes	___	no	✓	N/A	✓	HBE	_____ %	WAIVER	yes	___	no	✓	N/A	✓	NABE	_____ %	WAIVER	yes	___	no	✓	N/A	✓
ABE	_____ %	WAIVER	yes	___	no	✓	N/A	✓																																							
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NABE	_____ %	WAIVER	yes	___	no	✓	N/A	✓																																							

Parks & Recreation Department
633 North State Street, 5th Floor
P O Box 17
Jackson, MS 39205-00173
601-960-0471 (Office)
Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

Memo

TO: Mayor Lumumba
FROM: Abram Muhammad, Director
Department of Parks and Recreation
Date: July 18, 2024
RE: Swim MS LLC

IT IS REQUESTED that the above-described professional services Swim MS LLC for providing lifeguard certifications to be ratified and that a payment in the amount of Two Thousand One Hundred Fifty Dollars (\$2,150.00) be approved and made to Swim MC LLC from account no. 005-501.80-6419.

The Department of Parks and Recreation Programming Division 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, EXECUTIVE OFFICE COORDINATOR
FROM: SHANNON V. AMOS, BUDGET INVESTMENT SUPERVISOR
DATE: JULY 17, 2024
CC: ABRAM MUHAMMAD, DIRECTOR
JAMES CRUMP, DEPUTY DIRECTOR
DEPARTMENT OF PARKS AND RECREATION
SUBJECT: AGENDA ITEM REQUEST – SWIM MS LLC.

This memorandum is to provide account information for the professional services payment to Swim MS LLC. vendor no. 401222 for Invoice 002.

IT IS REQUESTED, that an Order for the above-described professional services with Swim MS LLC. for providing lifeguard certifications to be ratified and that a payment in the amount of (\$2,150.00) be approved and made to Swim MS LLC. from account no. 005-501.80-6419.

Thank you,

Shannon V. Amos

Budget Investment Supervisor

Lifeguard Certification



If you're 15 or older and looking for a great summer or year-round job that's in high demand, the American Red Cross Lifeguard Training that the YMCA offers is the best place to start. Lifeguarding lets you work as part of a team to help people safely enjoy the water. You could even save a life!

We are excited to offer you American Red Cross Lifeguard Certification Course which includes CPR for the Professional Rescuer (CPRO), first aid, equipment-based rescues for aquatic environments, accident prevention, and decision-making skills.

Must attend all classes in one session to receive certification.

For all training sessions, the cost is \$225 for members and \$300 for community members along with the requirements listed underneath prerequisites below. After registration, download the following form by clicking on the button below and email to:

Paula Davis
 Senior Director of Aquatics
 Contact Paula at Aquatic@metroYMCAms.org

[Lifeguard Certification Registration Form](#)

Prerequisites:

- Required to register
 - Online by clicking [here](#) or scrolling to the menu below
 - In-person at any YMCA Branch
- Must fill out and submit the registration form above
- Must be 15 years or older by the last day of Lifeguard Certification class
- **Complete all eLearning modules and final exam prior to the 1st face to face class meeting and must show evidence prior to first class meeting**
 - After form submission, you will receive an email from salesforce automation with the course.
 - Set up a profile with the American Red Cross to take the online course.
 - Most participants complete the eLearning portion of the course in 6-7 hrs. Your time may vary based on several factors, including your PC, internet speed, and previous experience and training.
- The following skills must be demonstrated before the course:
 - 12 Consecutive laps - Using breaststroke & freestyle / front crawl (goggles can be worn)
 - 2min. Leg Tread - No Arms
 - From a deck start, swim to and pick up a 10-pound brick off the bottom of the pool and return with two hands on the brick, and exit water within 1 minute and 30 seconds
 - Each student will be allowed 2 attempts to pass these skills.

To receive a lifeguard certification, a candidate must:

- Attend 100% of all classes in one session
- Arrive on time for all classes

- Participate 100% in all classes
- Pass written and skills test
- Demonstrate maturity, respect, and responsibility regardless of passing written and skill test
- Candidates unable to perform all the skills necessary to receive certification by the last day of the class will be granted 48 hours to schedule a retest with the instructor

Learning is fun and easy! Through videos, group discussion, and hands-on practice, you'll learn:

- Rescue skills for use in the water and on land
- First aid and professional rescuer CPR/AED training to help you prepare for any emergency
- Professional lifeguard responsibilities
- Surveillance skills to help you recognize and prevent injuries

What should you bring to the training?

- Towel
- Change of clothes
- Lunch during the weekend days if you can not leave to buy your own. We do not provide food.

Recertification Process

If you're looking to recertify your lifeguard certificate, then you can do so at the Y!

1) Register using the program menu below or [clicking here](#).

2) Fill out the form listed above for the lifeguard certification and plan to come on the last of the certification training (usually Saturday). Email the form to Paula Davis at Aquatic@metroYMCAms.org.

3) If you have less than a year of a lapse, then you will:

- Undergo the 300 yard swim, 2 min. leg tread, and timed brick retrieval
- Review physical skills on water entries, water rescues, final timed scenario, and CPR/AED skills
- Retake and pass the paper test

4) If you have more of a year of lapse, then you will:

- Complete all eLearning modules and final exam prior to coming in person
- Undergo the 300 yard swim, 2 min. leg tread, and timed brick retrieval
- Review physical skills on water entries, water rescues, final timed scenario, and CPR/AED skills
- Retake and pass the paper test

Select the type of program you're looking for from our menu below.



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POWERED BY
UNIVERSITY MICROFILMS

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

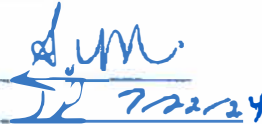
This ORDER REQUESTING ACCEPTANCE OF PROFESSIONAL LIFEGUARD CERTIFICATION AND RECERTIFICATION TRAINING SERVICES FROM SWIM MISSISSIPPI, LLC, FOR VARIOUS CITY LIFEGUARD is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Justin Powell, Deputy City Attorney

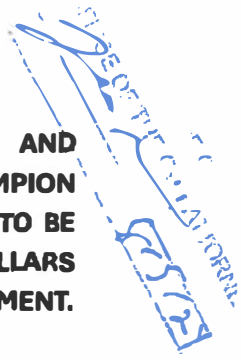


7/23/24

Date

OFFICE OF THE CITY ATTORNEY
7/23/24

25



ORDER REQUESTING APPROVAL OF PROFESSIONAL AIR CONDITIONER REPAIR AND MAINTENANCE SERVICES TO BE PERFORMED BY UNIVERSAL SERVICES, LLC, AT CHAMPION GYMNASIUM AND APPROVING FUTURE PROFESSIONAL AIR CONDITIONER SERVICES TO BE PROVIDED BY ABOVE COMPANY IN AN AMOUNT NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000.00) AT FACILITIES MANAGED BY THE PARKS AND RECREATION DEPARTMENT. (MUHAMMAD, LUMUMBA)

WHEREAS, the Parks and Recreation Department manages Champion Gymnasium. There are several air conditioner units at Champion Gymnasium that need maintenance and repair. Universal Services, LLC, (Universal) provided Parks and Recreation with a quote for maintenance and repairs of these air conditioner units (a/c units number 5, number 6, and number 7) that totals Two Thousand Six Hundred and Seventy Dollars and Ninety-Six Cents (\$2,670.96); and

WHEREAS, said quote covers the following maintenance and repair work: installation of new control boards for units 5 and 7; a circuit on Unit 6 needs leak checking and needs to be recharged; installation of four (4) belts; addition of freon; and labor for the above; and

WHEREAS, Parks and Recreation anticipates the need for air conditioner maintenance and repairs on air conditioners located at other Parks and Recreation managed facilities. As such, and to provide for timely maintenance and repairs, the Department of Parks and Recreation seeks approval of future a/c maintenance and repairs to be provided by Universal in an amount not to exceed Five Thousand Dollars (\$5,000.00); and

WHEREAS, Universal is a Limited Liability Company, created pursuant to the laws of the state of Mississippi on October 11, 2004, and is currently in good standing with the Mississippi Secretary of State’s Office. Universal is an active vendor with the City (vendor number 70140); and

WHEREAS, it is in the best interests of the City that the above-described quote provided by Universal be approved to ensure that air conditioner units located at Champion Gymnasium receive timely maintenance and repairs. It is further in the best interests of the City that Universal’s future a/c repair and maintenance services, should they be needed at other facilities managed by Parks and Recreation, is approved in an amount not to exceed Five Thousand Dollars (\$5,000.00).

IT IS THEREFORE ORDERED that Universal’s above-described quote is approved and that payment in the amount of Two Thousand Six Hundred Seventy Dollars and Ninety-Six Cents (\$2,670.96) shall be made from account number 005.501.40-6317 upon completion of Universal’s professional services.

IT IS FURTHER ORDERED that Universal is approved to provide its professional a/c services at facilities managed by the Department of Parks and Recreation in an amount not to exceed Five Thousand Dollars (\$5,000.00). Before said services are performed, Universal shall consult with the Director of Parks and Recreation, or his designee, to determine which a/c units need maintenance

and/or repair. Payment shall then be made to Universal from account number 005.501.40-6317 upon the City's receipt of a detailed invoice describing the a/c maintenance and/or repair services that were performed.

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

(MUHAMMAD, LUMUMBA)

Item No.: _____ **Date:** _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: August 1, 2024

POINTS		COMMENTS																																													
1.	Brief Description	Order ratifying payment to Universal Services, LLC for professional services for the repairs and maintenance of air units at Champion Gymnasium.																																													
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Infrastructure and Transportation Quality of Life																																													
3.	Who will be affected	Youths and citizens of the City of Jackson and Parks and Recreation employees																																													
4.	Benefits	Youths and citizens of the city and employees																																													
5.	Schedule (beginning date)	Upon Council Approval																																													
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Ward 5																																													
7.	Action implemented by: City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	Department of Parks & Recreation																																													
8.	COST	Two Thousand Six Hundred Seventy Dollars and Ninety-Six Cents (\$2,670.96)																																													
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	Two Thousand Six Hundred Seventy Dollars and Ninety-Six Cents (\$2,670.96) from account number 005.501.40-6317. Not to exceed Five Thousand Dollars (\$5,000.00)																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	✓	N/A	✓	AABE	_____ %	WAIVER	yes	___	no	✓	N/A	✓	WBE	_____ %	WAIVER	yes	___	no	✓	N/A	✓	HBE	_____ %	WAIVER	yes	___	no	✓	N/A	✓	NABE	_____ %	WAIVER	yes	___	no	✓	N/A	✓
ABE	_____ %	WAIVER	yes	___	no	✓	N/A	✓																																							
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WBE	_____ %	WAIVER	yes	___	no	✓	N/A	✓																																							
HBE	_____ %	WAIVER	yes	___	no	✓	N/A	✓																																							
NABE	_____ %	WAIVER	yes	___	no	✓	N/A	✓																																							

Parks & Recreation Department
633 North State Street, 5th Floor
P O Box 17
Jackson, MS 39205-00173
601-960-0471 (Office)
Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

Memo

TO: Mayor Lumumba
FROM: Abram Muhammad, Director
Department of Parks and Recreation
Date: August 1, 2024
RE: Agenda Item Request – Universal Services, LLC

IT IS REQUESTED that the above-described professional services and payment to Universal Services, LLC for the repairs and maintenance to air units at Champion Gymnasium be ratified for Two Thousand Six Hundred Seventy Dollars and Ninety-Six Cents (\$2,670.96) and not to exceed Five Thousand Dollars (\$5,000.00) and be made from account number 005.501.40-6317.

IT IS FURTHER REQUESTED that all future professional services from Universal Services, LLC be approved and payments be ratified from funds with the Parks and Recreation Budget.

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.

AM/js



Proposal

Universal Services, LLC

860 Larson Street
 Jackson, MS 39451
 601-965-5834

TO

City of Jackson
 Champion Gym
 Gym Units

ESTIMATE #	DATE
TR4325	7/17/2024

DESCRIPTION OF WORK
Unit 8 is running. Units 7 & 5 need new control boards installed. Unit 6 Circuit 1 needs to be leak checked and recharged. Need to install 4 belts.

ITEMIZED COSTS	QTY	UNIT PRICE	AMOUNT
Control Boards	2	242.26	484.52
Belts	4	14.11	56.44
Freon	8	40.00	320.00
Labor Tech	12	110.00	1,320.00
Incurred Labor Tech & Helper	3	150.00	450.00
Truck Charge	1	40.00	40.00
		-	-
		-	-
		-	-
		-	-
<i>Thank you for your business!</i>	TOTAL ESTIMATE	\$	2,670.96

Exclusions: Special delivery, labor or other request not listed in project scope. Parts and materials found defective during project not listed in project scope. Warranty on items not furnished by Universal Services.

Terms: Pricing valid for 10 Days. Net 30 Days on all invoices.

To schedule a time for us to complete the work, or if you have any questions, please contact
 Tim Rogers 601-965-5834 or tim@rms-ms.com



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Universal Services, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	862152
Status:	Good Standing
Effective Date:	10/11/2004
State of Incorporation:	Mississippi
Principal Office Address:	1241 HWY 63 N LEAKESVILLE, MS 39451

Registered Agent

Name
Ryan Dobbins 55 Lake Gary Rd Leakesville, MS 39451

Officers & Directors

Name	Title
Lana Dobbins 55 Lake Gary Rd LEAKESVILLE, MS 39451	Member
Ryan Dobbins 55 Lake Gary Rd LEAKESVILLE, MS 39451	Manager



**The City of Jackson
Department of Parks
and Recreation**

MEMO

TO: JAQUELINE SPEARS, EXECUTIVE OFFICE COORDINATOR
FROM: SHANNON V. AMOS, BUDGET INVESTMENT SUPERVISOR
DATE: JULY 30, 2024
CC: ABRAM MUHAMMAD, DIRECTOR
JAMES CRUMP, DEPUTY DIRECTOR
DEPARTMENT OF PARKS AND RECREATION
SUBJECT: AGENDA ITEM REQUEST- UNIVERSAL SERVICES, LLC.

This memorandum is to request an Order for approval to ratify services and payments for Universal Services, LLC., vendor no. 70140; to perform repairs and maintenance at the Champion Gymnasium on the air unit(s).

The company submitted a quote for repair(s) to Unit(S) 5, 6, & 7 to Athletics Managers Charles Melvin.

IT IS REQUESTED, that an Order for the above-described professional services and payment to by Universal Services, LLC. for the repairs and maintenance be ratified in the amount \$2,670.96 not-to-exceed \$5,000.00, and be made from account no. 005.501.40-6317.

IT IS FURTHER REQUESTED, that all future professional services from by Universal Services, LLC. be approved and payments, be ratified from funds with the Parks and Recreation Budget.

Thank you,

Shannon V. Amos

Budget Investment Supervisor

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING APPROVAL OF PROFESSIONAL AIR CONDITIONER REPAIR AND MAINTENANCE SERVICES TO BE PERFORMED BY UNIVERSAL SERVICES, LLC, AT CHAMPION GYMNASIUM AND APPROVING FUTURE PROFESSIONAL AIR CONDITIONER SERVICES TO BE PROVIDED BY ABOVE COMPANY IN AN AMOUNT NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000.00) AT FACILITIES MANAGED BY THE PARKS AND RECREATION DEPARTMENT is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant *S.M.*
Justin Powell, Deputy City Attorney *JP E-5-21*

8/6/24

Date

26

OFFICE OF THE CITY ATTORNEY
Rudolf
8/19/24

ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM ONE (1) VENDOR AND AUTHORIZING PAYMENT TO JEFCOAT FENCE COMPANY, INC

WHEREAS, the Transit Services Division of the Department of Planning and Development had need of certain necessary parts, equipment, and services necessary to the operation and maintenance of the City's transit system; and

WHEREAS, the Transit Services Division had to repair the electronic gate that presented a safety issue at the JTRAN Administrative and Maintenance Facility (JAMF); and

WHEREAS, due to emergency circumstances, the purchase and procurement of these necessary parts, equipment, and services was done without prior approval of the City Purchasing Manager; and

WHEREAS, the parts and equipment set forth in the invoices were delivered and used in the safety, operation, and maintenance of the City's transit system; and

WHEREAS, in order to ensure the continued safety, proper operation, and maintenance of the City's transit system, the Transit Services Division is requesting that the purchases and procurement of services from Jefcoat Fence Company, Inc. for five hundred four dollars and ninety-six cents (\$504.96) be ratified.

IT IS, THEREFORE, ORDERED that the purchases and procurement of services from one (1) vendor be ratified and payment authorized to Jefcoat Fence Company, Inc. for five hundred four dollars and ninety-six cents (\$504.96).

ITEM # 26
AGENDA DATE: August 27, 2024
KEETON, LUMUMBA


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET_ 8/27/2024

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM ONE (1) VENDOR AUTHORIZING PAYMENT TO JEFCOAT FE COMPANY, INC
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	Infrastructure & Transportation
3.	Who will be affected	All residents and visitors of the City of Jackson.
4.	Benefits	All residents and visitors of the City of Jackson.
5.	Schedule (beginning date)	
6.	Location	JAMF
7.	Action implemented by: City Department	Department of Planning & Development Transportation Planning Division
8.	COST	Not to exceed \$504.96
9.	Source of Funding General Fund <input checked="" type="checkbox"/> X Grant <input type="checkbox"/> Bond Other	187.565.20.6461: \$504.96 Grant: \$403.97 General Fund: \$100.99
10.	WFO Participation	ABE % WAIVER yes no N/A <u>X</u> AABE % WAIVER yes no N/A <u>X</u> WBE % WAIVER yes no N/A <u>X</u> HBE % WAIVER yes no N/A <u>X</u> NABE % WAIVER yes no N/A <u>X</u>

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Jhai Keeton, Director
Department of Planning & Development

FROM: Christine Welch, Deputy Director 
Office of Transportation

DATE: August 14, 2024

RE: Agenda Item for August 27, 2024 City Council Meeting

The attached agenda item is an order ratifying purchases and procurement of services from certain vendors and authorizing payments to said vendors. Due to exigent circumstances, the purchase and procurement of these necessary parts, equipment, and services was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson.

If you have any questions, please call Christine Welch, Deputy Director, Office of Transportation at (601) 960-1909 or e-mail cwelch@jacksonms.gov

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING PURCHASE AND PROCUREMENT OF SERVICES FROM ONE (1) VENDOR AND AUTHORIZING PAYMENT TO JEFCOAT FENCE COMPANY, INC legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney *DM*
Sondra Moncure, Special Assistant *S.M.*
Ramona Williams, Deputy City Attorney *RW*



Date

OFFICE OF THE CITY ATTORNEY
R Williams
8/20/24

Jefcoat Fence Co Inc.

PO Box 6197

Pearl, MS 39288-6197

INVOICE

Invoice Date: 8/12/24

Invoice #: AC39657

Billing Address:

JATRAN
1785 Hwy 80
Jackson, MS 39204

Job Location:

JATRAN
1785 Hwy 80
Jackson, MS 39204

Completed Date	Rep	PO #
8/5/24	AC	Jeremy

Terms
Due Upon Receipt

Description	Amount
8-5-24 Jeremy called and said fix all gates so we can do a Quote	0.00
8-5-24 Tech CJ arrived onsite, Valley St. entry chain was off and kinked up. Tech was able to put back on, took a few links from chain to tighten. Tested and ran gate several times with no issue. Tested safeties and remotes. Left in operation.	155.00
8-5-24 Tech CJ arrived onsite, HWY 80 gate replaced chain and reset limits. Tested and ran gate multiple times with no issues. Tested safeties and remotes. Tech also set timers into 7-day timer. Left in operation.	155.00
#40 Box Chain	194.96

Please pay from this invoice. Statements will not be sent unless requested. Finance charges may be assessed on balances not paid by the due date.

There will be a 4% service fee added to all invoices paid by credit or debit card.

"Jefcoat," the name that secures your trust...

Subtotal	\$504.96
Sales Tax (0.0%)	\$0.00
Total	\$504.96
Payments/Credits	\$0.00

Balance Due	\$504.96
--------------------	-----------------

Phone: (601) 939-8141

Fax: (601) 936-0635

www.jefcoatfence.com

MS License # 15024186

27

ORDER AUTHORIZING THE DEPARTMENT OF PLANNING AND DEVELOPMENT TO PROCURE NECESSARY ADD-ONS, EQUIPMENT, AND WEB-BASED SOFTWARE SOLUTIONS FROM ECOLANE USA, INC.

OFFICE OF THE CITY ATTORNEY
08/27/24

WHEREAS, on September 29, 2020, Minute Book 6R, pages 706-707, the governing authorities authorized the Mayor to execute a seven-year agreement with Ecolane USA Inc. to provide equipment and web-based software solutions for the management of the public transportation system at a total cost not to exceed four hundred seventy-one thousand two hundred and eighty-six dollars (\$471,286.00); and

WHEREAS, the City of Jackson's Transit Services Division proposes that the governing authorities authorize the Mayor to procure additional software licenses and hardware to continue to support the management of the paratransit/demand response transportation system: and

WHEREAS, the City of Jackson's Transit Services Division has identified a need for additional equipment and web-based services for four additional vehicles; and

WHEREAS, Ecolane USA, Inc. has provided the following quote to the City of Jackson:

Passio - Ecolane Add-On

Year 1 Fees

Passio GO GPS CAD/AVL Software License

Per unit one-time software license. Includes lifetime updates. For installed, Portable, and API Configuration.

4 @ \$167.00/per license for a total cost of \$668.00;

Passio GO GPS/AVL Year 1

4 @\$783.00-per license for a total cost of \$3,132.00

Year 1 Total: \$3,800.00

Ongoing Annual Fees

Passio GO GPS/AVL Recurring Annual

Per unit annual recurring fee. Configuration updates, reporting, and data storage.

4 @ \$783.00/per license for a total cost of \$3,132.00.

Ongoing Annual Fee Subtotal \$3,132.00

Value Adds

Year 1 Fees

MDT - Fixed Mount Mobile Data Terminal

Rugged Android MDT, Multi Connections, Stationary Mount.

RAM MOUNT: RAM-B-Std-Fixed-Bundle (RAMMDTF)

4 @ \$947.52/per license for a total cost of \$3,790.08

AVA: Audio Interrupt System

Includes audio interrupt hardware, ancillary equipment, and wiring for connection to existing PA or Head Unit system with installed speakers. If additional audio equipment is required, Passio can provide this option as an upgrade to the customer.

4 @ \$522.00/per license for a total cost of \$2,088.00

AVA: Automated Voice Announcement Software License

Per unit one time software license, Includes lifetime updates.

4 @ \$898.00/per license for a total cost of \$3,592.00

Agenda Item No. 27
August 27, 2024
(Keeton, Lumumba)

AVA: Automated Voice Announcement Year 1 4 \$468.00 **\$1,872.00**

Cellular Router & Modem

Pepwave BR1 Mini (HW3) with Cat 4 LTE

Peplink Monitoring: PrimeCare for MAX Transit Mini (PRM-MAX-TST-MINI-LTE-2Y)

4 @ \$920.00/per license for a total cost of \$3,680.00.

Power Management Module

Power protection and surge management module.

Code: PWRMGT

4 @ \$229.00/per license for a total cost of \$916.00

APC - APS Unit

Automated Passenger Counter, Mount, Wiring (Per Door)

4 @ \$1,041.00/per license for a total cost of \$4,164.00

Passenger Counting: APC Software License

Per unit one time software license. Includes lifetime updates.

4 at \$765.00/per license for a total cost of \$3,060.00

Passenger Counting: APC Recurring Annually

4 @ \$712.00/per license for a total cost of \$2,848.00

Mobile WiFi Software License

Per unit one time software license. Includes lifetime updates. Includes setup of cellular router device.

4 @ \$269.10/ per license for a total cost of \$1,076.40

Mobile Wi-Fi: WiFi System Management Year 1

4 @ \$191.20/ per license for a total cost of \$764.80

NTD Software License with OpsView

NTD License plus per unit one time software license. Includes lifetime updates for OpsView.

NTD Parameters and Reporting for NTD Information (Time Groups and Service Schedule)

NTD Report Module in Passio Navigator

OPSVIEW Account Setup Configuration

-Route, Stop, and Driver Configuration

-LiveMap

- Replay Mode

4 @ \$136.00/per license for a total cost of \$544.00

NTD: Year 1 with OpsView

4 @ \$449.00/ per license for a total cost of \$1,796.00

Installation

Hardware Installation and connectivity testing. On site charges, travel, and initial costs.

Passio

Component Install:

MDT (Mobile Data Terminal) (MDTINST)

APC Single Door (APC1INST)

AVA Interrupt (AVAINST)

Cellular Router (ROUTRINST)

4 @ \$1,615.00/ per license for a total cost of \$6,460.00

Shipping \$75.00.

Ongoing Annual Fees

Item Qty Price Total

AVA: Automated Voice Announcement Recurring Annually

Per unit annual recurring fee. Configuration updates, reporting, and data storage.

Code: AVAAnnual

4 @ \$468.00/ per license for a total cost of \$1,872.00

Passenger Counting: APC Recurring Annually

Per unit annual recurring fee. Configuration updates, reporting, and data storage.

Code: APCA

4 @ \$712.80/ per license for a total cost of \$2,851.20

Mobile Wi-Fi: WiFi System Management Recurring Annually

Includes Remote Management, Usage Reporting, Firmware Updates. Data provided separately.

4 @ \$191.20/ per license for a total cost of \$764.80

NTD: Recurring Annually with OpsView

Per unit annual recurring fee for NTD with OpsView. Configuration updates, reporting, and data storage.

NTD Parameters and Reporting for NTD Information (Time Groups and Service Schedule)

NTD Report Module in Passio Navigator

OPSVIEW Account Setup Configuration

-Route, Stop, and Driver Configuration

-LiveMap

4 @ \$449.00/per license for a total cost of \$1,796.00

Ongoing Annual Fees

Subtotal \$7,284.00

Total Licenses and Professional Services for Year 1 \$40,526.28

Annual Recurring Total After Year 1 \$10,416.00

Cost Breakdown

Category	Year 1 Fees	Ongoing Annual Fees
Hardware	\$14,713.08	—
License	\$8,272.40	—
Core Licenses	\$11,080.80	\$3,132.00
Recurring Items	—	\$7,284.00
Installation	\$6,460.00	—
Total	\$40,526.28	\$10,416.00

WHEREAS, the project will be funded by the Federal Transit Administration by 80% in the amount of thirty-two thousand four hundred twenty-one dollars and two cents (\$32,421.02) and twenty percent (20%) must be matched from general fund in the sum of eight thousand one hundred and five dollars and twenty-six cents (\$8,105.26) for Year 1; and

WHEREAS, further, the project will be funded by the Federal Transit Administration by 80% eight thousand three hundred thirty-two dollars and eighty cents (\$8,332.80) and a twenty percent (20%) must be matched from general fund in the sum of two thousand eighty-three dollars and twenty cents (\$2,083.20) annually after Year 1.

WHEREAS, the City of Jackson's Transit Services Division represents to the governing authority this procurement is justified as a sole-source procurement in accordance with Mississippi Code Annotated § 31-7-13(m)(viii) and FTA Procurement Circular 4220.1F; and

WHEREAS, the City of Jackson's Transit Services Division determined the City has previously purchased Ecolane software. The software is proprietary, and Ecolane is the only vendor that is authorized to provide this service and support of the software for the Fixed Route's fleet. Due to the proprietary nature of the software, no other vendor can provide similar products that are compatible with the City's current Ecolane software. Therefore, this purchase is exempt from competitive bidding statutes in accordance with Mississippi Code Annotated § 31-7-13(m) (viii) and FTA Procurement Circular 4220.1F.

IT IS ORDERED that the Transit Division is authorized to pay Ecolane USA Inc. in an amount not to exceed forty thousand five hundred twenty-six dollars and twenty-eight cents (\$40,526.28) for Year 1 and ten thousand four hundred and sixteen dollars (\$10,416.00) annually after Year 1 to provide additional equipment and web-based services for four additional vehicles.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any and all documents between the City of Jackson and Ecolane USA Inc, to provide additional equipment and web-based services for four additional vehicles in the public transportation system, JTRAN.

Item No.: _____
Agenda Date: August 13, 2024
By: (Keeton, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 8/13/2024

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF JACKSON AND ECOLANE USA INC TO PROVIDE EQUIPMENT AND WEB BASED SOFTWARE SOLUTIONS FOR THE MANAGEMENT OF THE PUBLIC TRANSPORTATION SYSTEM
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation.
3.	Who will be affected	Residents and visitors of JAMP
4.	Benefits	Residents and visitors of JAMP
5.	Schedule (beginning date)	
6.	Location:	Department of Planning & Development/Office of Transportation/All wards
7.	Action implemented by: City Department	Department of Planning & Development Office of Transportation
8.	COST	Year 1: \$40,526.28 Annually after Year 1: \$10,416.00
9.	Source of Funding General Fund x Grant x Bond Other	Total Cost: 187.565.30.6884---\$3,800.00 187.565.20.6231---\$36,726.28 Grant (80%): \$32,421.02 General Fund (20%): \$8,105.26
10.	EBO participation	ABE ___% WAIVER yes ___ no ___ N/A ___ <u>X</u> AABE ___% WAIVER yes ___ no ___ N/A ___ <u>X</u> WBE ___% WAIVER yes ___ no ___ N/A ___ <u>X</u> HBE ___% WAIVER yes ___ no ___ N/A ___ <u>X</u> NABE ___% WAIVER yes ___ no ___ N/A ___ <u>X</u>

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Jhai Keeton, Interim Director
Department of Planning & Development

FROM: Christine Welch, Deputy Director *cpw*
Office of Transportation

DATE: July 28, 2024

RE: Agenda Item for August 13, 2024 City Council Meeting

The attached agenda item authorizes the Mayor to execute Supplemental Agreement #1 with Ecolane USA Inc. to provide additional equipment and web based services for four additional vehicles in the public transportation system, JTRAN for the cost not to exceed \$40,526.28 for Year 1.


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.


Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE DEPARTMENT OF PLANNING AND DEVELOPMENT TO PROCURE NECESSARY ADD-ONS, EQUIPMENT, AND WEB-BASED SOFTWARE SOLUTIONS FROM ECOLANE USE, INC. legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant 



Date

28

8/27/24
OFFICE OF THE
CITY CLERK

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH DALE PARTNERS FOR CONCEPTUAL DESIGN SERVICES FOR JACKSON CONVENTION COMPLEX OUTDOOR EVENT SPACE.

WHEREAS, the City of Jackson Department of Planning and Economic Development solicited a statement of qualifications from Dale Partners and Canizaro•Cawthon•Davis for the consulting and design services for the Jackson Convention Complex Outdoor Event Greenspace; and

WHEREAS, only one firm responded and provided a Statement of Qualifications. That firm was Dale Partners, which was evaluated, and selected for the project; and

WHEREAS, the project will consist of design services for the Jackson Convention Complex Outdoor Event Greenspace Concept; and

WHEREAS, this Greenspace Design Concept will create a greenspace that will revitalize the under developed Jackson Convention Complex and create a greenspace that has an impact on the civic infrastructure of downtown and contribute to the growth and development of a new Jackson Convention Complex; and

WHEREAS, this agreement includes research, investigation, and outreach to area stakeholders and architectural / engineering services for selective design build of the Jackson Convention Complex Outdoor Event Greenspace; and

WHEREAS, the schedule for completion of the conceptual design documents for the project is six-teen (16) weeks; and

WHEREAS, Jhai Keeton, Director of Planning is authorized as the representative for the city of Jackson in this agreement; 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

**Agenda Item No. 28
August 27, 2024
(Keeton, Lumumba)**

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, 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 City of Jackson; and

WHEREAS, if the services covered by this Agreement have not been completed within four (4) months of the date of this Agreement, through no fault of the Architect, the Architect shall immediately notify City of Jackson, proposing the length of an extension and the need for 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 may be compensated as Additional Services; and

WHEREAS, the compensation to the Architect under the agreement will be a stipulated sum as follows:

- development
- Design and planning meetings with the civic stakeholders
 - Development of an illustrative site plan and 3-D renderings to illustrate the concept
 - Compile and present the final illustrative site plan and concept

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:

Conceptual Design Phase	One hundred percent (100 %)
Total Basic Compensation	One hundred percent (100 %)

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Agreement with Dale Partners, a professional association for architectural and engineering services for conceptual design services in a total amount not to exceed \$37,500.00 and reimbursable expenses in accordance with the provisions set forth in this Order.

Item No.: _____
Date: August 27, 2024
By: (Keeton, Lumumba)

Department of Planning and Economic Development



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

TO: Mayor Chokwe Lumumba

FROM: Jhai Keeton, Director
Department of Planning and Economic Development

DATE: August 12, 2024

RE: ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH DALE PARTNERS FOR CONCEPTUAL DESIGN SERVICES FOR JACKSON CONVENTION COMPLEX OUTDOOR EVENT SPACE

Dale Partners will create a conceptual design of the Jackson Convention Complex Greenspace. This revitalized district will aspire to be interactive, flexible, and technologically advanced and will be achieved through art, music, and planned and pop-up events. This vibrant space must be inclusive of downtown residents, downtown workers, conventioners, tourists, and all the City of Jackson. The Greenspace will provide an opportunity to test concepts for temporary and permanent building configurations and programming that can eventually be used to plan future residences, and hospitality and event spaces that become the heart and focus of the new district along Pascagoula Street.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 8/27/2024

POINTS		COMMENTS							
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH DALE PARTNERS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR JACKSON CONVENTION COMPLEX							
2.	Purpose	To assist individual entrepreneurs to develop their businesses by providing a fullscale range of services, starting with management training and office space and ending with venture capital financing.							
3.	Who will be affected	City of Jackson							
4.	Benefits	Increased Tax Base and to substain a business community							
5.	Schedule (beginning date)	Upon approval							
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Ward 7							
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	Department of Planning & Development							
8.	COST	\$37,500							
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 								
10.	EBO participation See attached sheets from Vendors	ABE _____%	WAIVER	yes	no	_____	N/A	<u> X </u>	
		AABE _____%	WAIVER	yes	no	_____	N/A	<u> X </u>	
		WBE _____%	WAIVER	yes	no	_____	N/A	<u> X </u>	
		HBE _____%	WAIVER	yes	no	_____	N/A	<u> X </u>	
		NABE _____%	WAIVER	yes	no	_____	N/A	<u> X </u>	

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH DALE PARTNERS FOR CONCEPTUAL DESIGN SERVICES FOR JACKSON CONVENTION COMPLEX OUTDOOR EVENT SPACE is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney 
Sondra Moncure, Special Assistant 
Ramona Williams, Deputy City Attorney 



Date

29

RESOLUTION OF THE CITY OF JACKSON ESTABLISHING AN ENTERTAINMENT DISTRICT NAMED THE LAMAR STREET ENTERTAINMENT DISTRICT.

OFFICE OF THE CITY ATTORNEY
K. W. WOODS
8/27/24

WHEREAS, the City of Jackson (“City”) seeks to enhance the economic viability of the area around the Jackson Convention Center and provide quality entertainment for the citizens and visitors of Jackson; and

WHEREAS, the City is committed to investing in the infrastructure repairs and projects that align with the aesthetics of the area; and

WHEREAS, the City seeks to incentivize new businesses and existing businesses in the area by allowing them to use an accelerated depreciation deduction from state income taxes; and

WHEREAS, the Mississippi Code Section 17-29-5, provides that governing authorities of a municipality, by majority vote, may establish entertainment districts within its boundaries and shall designate the geographic area or areas in which a district shall be established; and

WHEREAS, the Office of Economic Development proposes designating certain areas of downtown Jackson as an entertainment district; and

WHEREAS, the entertainment district will be known as the Lamar Entertainment District and will be the area more particularly described as follows:

Beginning at a point on the West property line of Lamar Street 455.5 feet South property line of Griffith Street; thence West at an angle of 95 degrees 37 minutes, 176 feet to a stake; thence South 16 feet to the North property line of Amite Street; thence East along the said North line of Amite Street 147.7 feet to a stake; thence Northwest 34.5 feet to Lamar Street at the Northwest corner of Amite Street; thence Northerly along the west side of Lamar Street 17.6 feet to the point of beginning; being in 9.40 acre lot No. 2 North, in the City of Jackson, and being in the East Half of the Southwest Quarter of Section 3, Township 5 North, Range 1 East; and South on Lamar to Court Street. It also include properties that are 200 feet to the east and west of Lamar from Griffith to Court Street.

WHEREAS, designating the above-referenced area as an entertainment district will allow for social enhancement, increased mixed-use, residential housing provisions, and improved pedestrian usage and transit provisions in the city; and

Agenda Item No. 29
August 27, 2024
(Keeton, Lumumba)

IT IS THEREFORE ORDERED, that the City of Jackson recognizes the Lamar Street Entertainment District, according to the statutes of the State of Mississippi and the Department of Revenue above-referenced area declared as an entertainment district as defined in Mississippi Code Section 17-29-5 .

IT IS FURTHER ORDERED, that the Mayor be authorized to submit an application to the Mississippi Department of Revenue to have the above-referenced area declared an entertainment district as defined in Mississippi Code Section 17-29-5.

Date:

By: (Keeton, Lumumba)



MEMORANDUM

To: Chokwe Antar Lumumba, Mayor
From: Jhai Keeton, Director
Date: August 5, 2024
Subject: Agenda Item

The Economic Development team would like to designate certain areas of Downtown Jackson as an entertainment district. Amongst other things, the designations allow qualifying businesses, which construct or renovate an entertainment facility or facilities, to use an accelerated state income tax depreciation deduction.

The entertainment district will be known as the Lamar Entertainment District and will begin at 219 North Lamar and run South on Lamar to the corner of South Lamar Street and Court Street, extending 200 feet off each street. A map of the proposed area is included in this agenda packet.

Designating the above-referenced area as an entertainment district will increase the value of the area and will allow for social enhancement and more mixed-use and residential housing provisions. It also will increase pedestrian usage and transit provisions in the city, significantly enhancing this area's economic viability.

In furtherance of this project, the Economic Development team is working to ensure that all statutory mandates of Miss. Code Ann. 17-29-5 necessary to declare an area as an Entertainment District also are satisfied.

Based on the above, the Economic Development team recommends that the Mayor be authorized to designate the above-referenced area, also known as the Lamar Entertainment District, as an entertainment district. Following the designations, the Economic Development team requests that the Mayor be authorized to submit formal applications to the Department of Revenue regarding the same.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 8-27-24

POINTS		COMMENTS
1.	Brief Description	RESOLUTION OF THE CITY OF JACKSON ESTABLISHING AN ENTERTAINMENT DISTRICT NAMED THE LAMAR STREET ENTERTAINMENT DISTRICT.
2.	Purpose	Create a viable and attractive entertainment community
3.	Who will be affected	Applicant
4.	Benefits	Incentive relief of renovations and improvements to properties that is necessary to sustain an attractive business district.
5.	Schedule (beginning date)	Upon Approval
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Ward 7
7.	Action implemented by: ■ City Department ■ Consultant	Department of Planning & Economic Development
8.	COST	N/A
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	
10.	EBO participation See attached sheets from Vendors	ABE _____ % WAIVER yes _____ no _____ N/A <u> X </u> AABE _____ % WAIVER yes _____ no _____ N/A <u> X </u> WBE _____ % WAIVER yes _____ no _____ N/A <u> X </u> HBE _____ % WAIVER yes _____ no _____ N/A <u> X </u> NABE _____ % WAIVER yes _____ no _____ N/A <u> X </u>

Office of the City Attorney

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
8/13/24

OFFICE OF THE CITY ATTORNEY

This RESOLUTION OF THE CITY OF JACKSON ESTABLISHING AN ENTERTAINMENT DISTRICT NAMED THE LAMAR STREET ENTERTAINMENT DISTRICT is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant 
Ramona Williams, Deputy City Attorney 

8/13/24
Date

30

OFFICE OF THE ATTORNEY GENERAL
RUBIN
8/27/24

ORDER AUTHORIZING THE EXECUTION OF AN AGREEMENT TO RECEIVE DONATED PROPERTY AT 5040 NORTH STATE STREET, JACKSON, MISSISSIPPI, PARCEL 517-800

WHEREAS, Section 21-17-1(1) of the Mississippi Code authorizes a municipality to acquire, donate and hold real property, either within or without the corporate limits, for all proper municipal purposes, including parks, cemeteries, hospitals, schoolhouses, houses of correction, waterworks, electric lights, sewers and other proper municipal purposes; and

WHEREAS, Mississippi Attorney General Opinion, May (October 31, 1990) provides that a municipality may accept a donation of real property, provided that it has made the requisite factual findings and has documented its formal acceptance in its minutes, and

WHEREAS, Mississippi Attorney General Opinion, Collins (December 8, 2006) states 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.

WHEREAS, Hagooli Bros dba H2R Properties, is the owner of certain real property described in an instrument recorded in Deed Book 3206 at Page 639 in the Office of the Chancery Court of the First Juridical District of Hinds County;

WHEREAS, H2R Properties submitted a Surplus Property application to donate the subject property to the City of Jackson for the purposes of redevelopment; and

WHEREAS, on June 20, 2024, the Surplus Property Committee voted to recommend City of Jackson accept the donation of Parcel 517-800 to the City of Jackson in accordance with Section 21-17-1(1); and

WHEREAS, said property is commonly known as the Old Cherokee Inn Building, parcel number 517-800, more particularly described as follows:

A certain parcel of land being situated in the Southeast ¼ of the Northwest ¼ of Section 14, T6N-R1E in the City of Jackson, Hinds County, Mississippi, and being more particularly described as follows:

Begin at a set ½” iron pin on the South right-ofway line of Sheppard Road marking the Northwest corner of Lot 12, North Broadmoor, Part 4, a subdivision according to the map or plat thereof, on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, as now recorded in Plat Book 11 at Page 32 and run thence South 26 degrees 37 minutes 00 seconds West along the West line of said North Broadmoor, Part 4 for a distance of 432.21 feet to a set ½” iron pin; leaving said West line of North Broadmoor, Part 4, run thence South 89 degrees 52 minutes 30

Agenda Item No. 30
August 27, 2024
(Keeton, Lumumba)

seconds West for a distance of 145.56 feet to a set ½” iron pin; run thence North 26 degrees 37 minutes 00 seconds East for a distance of 432.95 feet to a “x” mark on the aforesaid South right-of-way line of Sheppard Road; run thence South 89 degrees 51 minutes 30 seconds East along said South right-of-way line of Sheppard Road for a distance of 145.23 feet to the POINT OF BEGINNING, containing 1.29 acres, more or less.

Commence at a set ½” iron pin on the South right-of-way line of Sheppard Road marking the Northwest corner of Lot 12, North Broadmoor, Part 4, a subdivision according to the map or plat thereof, on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, as now recorded in Plat Book 11 at Page 32 and run thence North 89 degrees 51 minutes 30 seconds West along said South right-of-way line of Sheppard Road for a distance of 145.23 feet to a “x” mark marking the POINT OF BEGHING of the parcel of land herein described; from said POINT OF BEGINING and leaving said South right-of-way line of Sheppard Road, run thence South 26 degrees 37 minutes 00 seconds West for a distance of 440.02 feet to a set ½” iron pin; run thence North 89 degrees 56 minutes 57 seconds West for a distance of 129.81 feet to an existing ½” iron pipe on the East right-of-way line of North State Street (U.S. Highway 51); run thence North 26 degrees 11 minutes 30 seconds East along said East right-of-way line of North State Street (U.S. Highway 51) for a distance of 438.65 feet to a set pk nail marking the Point of Intersection of said East right-of-way line of North State Street (U.S. Highway 51) with the aforesaid South right-of-way line of Sheppard Road;

WHEREAS, H2R Properties paid its taxes on this property on February 20, 2024.

WHEREAS, the Office of Economic Development makes the recommendation that the donation of the property will encourage and further enhance economic development in the State Street corridor of the City of Jackson; and

WHEREAS, according to the current Hinds County Landroll Detail of the First Judicial District of Hinds County, Mississippi the appraised value of said property is Four Hundred Sixty Thousand Seven Hundred Seventy Dollars (\$460,770); and

WHEREAS, the Department of Planning and Development finds that the acceptance of the donated real property will promote and foster the development and improvement of the community; and

WHEREAS, pursuant to Mississippi Code § 21-17-1, the City has the authority to accept donations of real property for proper municipal purposes.

4. **Acknowledgment of Donor Receptient:** The City of Jackson expresses its gratitude to H2R Properties for this generous donation and acknowledges the benefit it will bring to the community.
5. **See Exhibit A:**



BE IT FURTHER ORDERED, that the Mayor and the Municipal Clerk of Jackson Mississippi to hereby authorized to take any and all actions necessary to complete the acceptance of this donation in accordance with the terms of this Order.

Item No.: _____
Date: August 13, 2024
By: (Keeton, Lumumba)

Department of Planning and Economic Development



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

TO: Mayor Chokwe Lumumba

FROM: Jhai Keeton, Director
Department of Planning and Economic Development

DATE: July 22, 2024

RE: ORDER AUTHORIZING THE EXECUTION OF AN AGREEMENT TO RECEIVE DONATED PROPERTY AT 5040 NORTH STATE STREET, JACKSON, MISSISSIPPI, PARCEL 517-800

Hagooli Bros dba H2R Properties, is the owner of certain real property described in an instrument recorded in Deed Book 3206 at Page 639 in the Office of the Chancery Court of the First Juridical District of Hinds County. H2R Properties submitted a Surplus Property application to donate the subject property to the City of Jackson for the purposes of redevelopment. on June 20, 2024, the Surplus Property Committee voted to recommend City of Jackson accept the donation of Parcel 517-800 to the City of Jackson in accordance with Section 21-17-1(1).

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 8/13/2024


P O I N T S		C O M M E N T S								
1.	Brief Description	ORDER AUTHORIZING THE EXECUTION OF AN AGREEMENT TO RECEIVE DONATED PROPERTY AT 5040 NORTH STATE STREET, JACKSON, MISSISSIPPI, PARCEL 517-800								
2.	Purpose	Technical Assistance and Funding for minority businesses in the City of Jackson								
3.	Who will be affected	Existing and potential small businesses in the City of Jackson								
4.	Benefits	Provide technical assistance to existing businesses and entrepreneurs in the City of Jackson								
5.	Schedule (beginning date)	Upon approval								
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Ward 3								
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	Department of Planning & Development								
8.	COST	\$0								
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 									
1	EBO participation See attached sheets from Vendors	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE EXECUTION OF AN AGREEMENT TO RECEIVE DONATED PROPERTY AT 5040 NORTH STATE STREET, JACKSON, MISSISSIPPI, PARCEL 517-800 legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant
Ramona Williams, Deputy City Attorney



Date

OFFICE OF THE CITY ATTORNEY
5/20/24
8:19 AM

Surplus Property Committee Meeting
Hood Building – Andrew Jackson Conference Room
June 20, 2024 at 3:00 p.m.

Committee Members: Ester Ainsworth (City Planning Designee), Stan Arnold (Building and Grounds Designee), Samantha Graves (City Administrative Officer Designee), Mya Lee (Real Estates Manager), Robert Lee (Public Works Designee), Kristie Metcalfe (City Attorney Designee), Tyson Phillips (City Administrative Officer Designee), and Jennifer West (City Administrative Officer Designee)

Minutes

- I. Call to Order
 - a. The meeting was called to order at 3:10 pm at the City of Jackson Hood Building’s Andrew Jackson Conference Room by Mya Lee (Real Estates Manager).
 - b. The following committee members were present: Samantha Graves (City Administrative Officer Designee), Tangayika “Yika” Hoover (Planning Director Designee), Sondra Moncure (City Attorney Designee), Jennifer West (Chief Administrative Officer Designee), and Tyson Phillips (Chief Administrative Officer Designee).

- II. Approval of Minutes from April 18, 2024
 - a. Yika Hoover made a motion that the minutes be approved as presented.
 - b. Tyson Phillips seconded the motion, which was approved by the committee unanimously.

- III. Application for Committee Review
 - a. SURP-24-29: Parcel No. 517-800 (5030 N State Street), Hagooli Bros dba H2R Properties desires to donate the property to the City of Jackson.
 - i. Yika Hoover made a motion, recommending that Parcel 517-800 be accepted as donation to the City of Jackson for the purposes of business development.
 - ii. Samantha Graves seconded the motion, which was approved unanimously by the Committee.

- IV. Additional Discussion
 - a. Gate prohibiting access to City property (SURP-24-20 & SURP-24-21): Parcels 867-10 (0 Elton Road) and 868-30 (0 Elton Road)
 - i. Legal determined that there needs to be an easement regarding the gate.
 - ii. Committee determined the hunting is not allowed within the City limits, and the associated applications will not be presented before the Committee. Committee directed the Real Estates Manager to verify with Zoning.

 - b. Legal Item Update (SURP-23-68): Parcel 4964-182 (0 Palestine Road)

Surplus Property Committee Meeting
Hood Building – Andrew Jackson Conference Room
June 20, 2024 at 3:00 p.m.

- i. Committee was given an update that the item has been placed “on hold”, waiting for applicant to sign and return the Agreement, stating that she agrees to the selected Appraisers and will pay half of the appraisal fee
 - c. Update (SURP-24-5): Parcel 134-1 (121 Rose Street)
 - i. Committee was given an update that this item needs an additional approval from Jackson Public Schools and an approval from MS Department of Archives and History.

V. Adjournment

- a. Yika Hoover made a motion at 3:48 p.m. for the meeting to be adjourned.
- b. Jennifer West seconded the motion, which was approved by the Committee.



Your File No.: 2022104586

MVT File No.: TR2119416

TITLE REPORT

TO: First Guaranty Title, Inc.
ATTENTION: James Smith and Heidi Moore

AND

TO: William C. Smith, III, PLLC

We have examined all the pertinent public records or the private records of the Company which pertain to the surface estate of the property covered by this report, which **DOES NOT** include examination of any oil, gas or other mineral rights or leases outstanding, improperly indexed documents, or the status of any Owners or Solid Waste Assessments. Said examination began at least 32 years prior to the date hereof and covers property located in the City of **Jackson**, County of **Hinds**, **First Judicial District**, State of Mississippi as follows:

See Quitclaim Deed recorded in **Book 3206, Page 639** for legal description.

LESS AND EXCEPT Warranty Deed recorded in **Book 3562, Page 131**.

According to the records, Fee Simple title is vested in **H2R, a General Partnership**, by virtue of Quitclaim Deed from HR Properties, a General Partnership, dated February 6, 1986, filed on April 17, 1986 at 3:35 PM, and recorded in **Book 3206, Page 639**.

Subject, however, to the following:

1. **Covenants or Restrictions other than City or County Ordinances (Instruments shown should be examined by Addressee for possible forfeiture, assessments, reverters and other matters which may affect title to subject property):**

Terms and conditions in **Warranty Deed to City of Jackson, Mississippi** recorded in **Book 3562, Page 131**.

2. **Encroachments and/or Easements:**

Right of way easement for electric circuits along east side of Jackson-Canton Road to Mississippi Delta Power and Light Co., recorded in the office of the aforesaid Chancery Clerk in Book 202, Page 640.



OLD REPUBLIC TITLE

1022 Highland Colony Parkway, Suite 200 | Ridgeland, MS 39157 | T: 601.969.0222

Your File No.: 2022104586

MVT File No.: TR2119416

Right of way along east side of Highway 51 for gas pipe line to Mississippi Power and Light Company recorded in Book 347, Page 406.

Water Line Agreement between S.B. Lawrence and future owners recorded in Book 592, Page 124.

3. Taxes and special assessments for the year 2021:

Tax Agency:	County & City
Receipt No:	517-800/21
Amount:	\$12,728.21
Homestead Ex:	\$0.00
Net Tax:	\$12,728.21
Status:	PAID January 28, 2022
Parcel:	517-800

4. Other matters of record:

Previously in the chain of title, we find where subject property was conveyed to H R Properties, a California General Partnership, which general partners are Seymour Ryback, an individual and Edmond Hagooli, Inc. Next, we find our acquisition deed above which is only executed by Edmond Hagooli, Inc. Please satisfy yourself as to this matter.

We do not find anything filed of record as to the relocation of Sheppard Road.

This Title Report does not republish any covenant, condition, restriction, or limitation contained in any document referred to in this Title Report to the extent that the specific covenant, condition, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

This Title Report is issued only for the use of the addressee listed above and only for the determination of the insurability of title to the property described herein in conjunction with the issuance of commitments, policies, and endorsements of Old Republic National Title Insurance Company (the "Company"). Use or reliance on this Title Report for any other purpose, including use in issuance of commitments, policies, and endorsements from a title insurer other than the Company, or by any person other than the addressee above, is not authorized. This Title Report is not to be considered a title insurance commitment and/or title insurance policy, an opinion of title, a certificate of title, an ownership and encumbrance report, a guarantee of title or any other form of guarantee, warranty or representation as to the status of title.



OLD REPUBLIC TITLE

1022 Highland Colony Parkway, Suite 200 | Ridgeland, MS 39157 | T: 601.969.0222

Your File No.: 2022104586

MVT File No.: TR2119416

Any defects, liens, encumbrances, errors, omissions or other adverse matters not shown on this Title Report but known to, or discovered by, the addressee must be disclosed to the Company immediately and must be included in any subsequent title insurance commitment, policy, and/or endorsement.

The Company's liability under this Title Report is limited to the amount paid for this Title Report and is limited to the person or entity to which this Title Report is addressed. Any claim of loss or damage that arises out of the status of the title of the property described herein, or by any action to assert such claim, shall be restricted to the Company's commitment, policy, or endorsement issued in reliance on this Title Report.

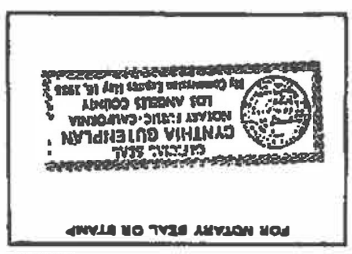
Witness our signature this 10th day of October, 2022 at 8:00 AM.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

BY: /s/ J. Scott Magee slr/ KAW

Not a Public Act, Copy as Notice of Recording (Rev. 9-51)

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
February 5, 1986
Before me, the undersigned
a County Clerk in and for said County and State, personally
appeared Edmond Bagooli, JR. known to me to be
the person whose name is subscribed to the foregoing instrument,
and that such instrument executed the same.
He acknowledged to me that he executed the same as each partner
in the partnership and authorized me to execute this instrument as
the undersigned County Clerk.



FOR NOTARY SEAL OR STAMP
CYNTHIA GUTIERREZ
LOS ANGELES COUNTY
COMMISSION EXPIRES MAY 14, 1988

By: Edmond Bagooli, JR.
a California Corporation
BY: EDMOND BAGOOLO, JR., INC.,
HN Properties, a General Partnership

WITNESS my signature, this the 6th day of February, 1986.
[SEE LEGAL DESCRIPTION ATTACHED HERETO AS
EXHIBIT "A", AND INCORPORATED BY THIS
REFERENCE AS IF SET FORTH IN FULL HEREIN]

For and in consideration of the sum of Ten Dollars (\$10.00),
cash in hand paid, and other good and valuable consideration, the
receipt of which is hereby acknowledged, the undersigned, HN
Properties, a General Partnership, does hereby sell, convey and
guarantee unto HN Properties, a General Partnership, the following
described property situated in Kings County, State of Mississippi,
more particularly described as follows, to wit:

OUTSTANDING DEED

BOOK 3206 PAGE 639

STATE OF MISSISSIPPI
COUNTY OF KINGS

The following property is situated in the First Judicial District of Hinds County, Jackson, Mississippi:

TRACT 1:

Being situated in Section 14, Township 6 North, Range 1 East, Jackson, Hinds County, First Judicial District, Mississippi, and being more particularly described as follows:

Beginning at a concrete monument marking the NW corner of North Broadmoor, Part 4, as recorded in Plat Book 11 at Page 32 of the Chancery records of Hinds County, Mississippi, and run Southwesterly, along the West boundary of North Broadmoor, Part 4, 432.21 feet to an iron pin found; turn thence through an interior angle of 116 degrees 44 minutes 30 seconds and run Westerly, 145.56 feet; turn thence through an interior angle of 63 degrees 15 minutes 30 seconds and run Northeasterly, parallel with the West boundary of North Broadmoor, Part 4, 432.95 feet to the South R.O.W. line of Sheppard Road; turn thence through an interior angle of 116 degrees 28 minutes 30 seconds and run Easterly, along the South R.O.W. line of Sheppard Road, 145.23 feet to the Point of Beginning. Containing 1.29 acres, more or less.

TRACT 2:

Being situated in Section 14, Township 6 North, Range 1 East, Jackson, Hinds County, First Judicial District, Mississippi, and being more particularly described as follows:

Beginning at a concrete monument marking the NW corner of North Broadmoor, Part 4, as recorded in Plat Book 11 at Page 32 of the Chancery records of Hinds County, Mississippi, and run Westerly along the South R.O.W. line of Sheppard Road 145.23 feet to the Point of Beginning; thence continue to run Westerly along the South R.O.W. line of Sheppard Road 133.34 feet to a point on the East R.O.W. of North State Street; thence through an interior angle of 116 degrees 03 minutes, run Southwesterly along the East R.O.W. line of North State Street 432.03 feet; thence turn through an interior angle of 63 degrees 41 minutes and run Northeasterly 130.07 feet; thence turn through an interior angle of 115 degrees 45 minutes 30 seconds and run Northeasterly 432.95 feet to the Point of Beginning.


EXHIBIT "A"

STATE OF MISSISSIPPI, County of Hinds:

I, W. J. H. H. H. Clerk of the Chancery Court of said County, certify that the within beforesaid was filed for record in my office this 18 day of APRIL, 1888, at 3:35 o'clock P. M., and was duly recorded in the 18 day of APRIL, 1888, Book No. 3206 Page No. 639

In witness my hand and seal of office, this the 18 day of APRIL, 1888.

By M. J. W. W. W. Clerk D.C.



MANAGERY FEED BOOK 3562 PAGE 131

PARCEL LIBRARY: 2.191

FOR AND IN CONSIDERATION of the sum of FOURTEEN THOUSAND SEVEN

HUNDRED TWENTY-FIVE DOLLARS (\$14,725.00)

each in hand paid and other good and valuable considerations the undersigned
convey and warrant unto the Grantee, the CITY OF JACKSON, MISSISSIPPI, a
municipal corporation, the land and property situated in the City of Jackson
and in the First Judicial District of Hinds County, Mississippi, and more
particularly described as follows, to-wit:

Commence at the intersection of the line common to Sections 11
and 14, Township 6 North, Range 1 East, Hinds County, Mississippi,
and the centerline of the Illinois Central Gulf Railroad mainline
track at or about valuation station 924+75 (Station, and run thence
north 89 degrees 57 minutes 58 seconds east and along said line
common to Sections 11 and 14 for a distance of 128.47 feet to a
point on the existing east right-of-way line of North State Street,
which is the same as the proposed east right-of-way line for City of
Jackson Project 342, said east right-of-way line being 30.0 feet
measured perpendicular to the center of the existing
pavement; run thence south 27 degrees 10 minutes 14 seconds west
along said east right-of-way line of North State Street for a
distance of 1,712.50 feet to a point on the south right-of-way line
of Shepard Road, as said south right-of-way line is now laid out
and established (April, 1987) 25.0 feet south of the center of said
Shepard Road; run thence south 89 degrees 59 minutes 06 seconds
west for a distance of 1.89 feet to the intersection of said south
right-of-way line of Shepard Road and the existing east
right-of-way line of North State Street, as said east right-of-way
line is now laid out and established 25.0 feet, measured
perpendicular to the center of the existing pavement, said
point being also the point of beginning of the parcel of land
described as follows:

Run thence south 26 degrees 02 minutes 06 seconds west and
along the said existing east right-of-way line of North State Street
for a distance of 432.03 feet to a point on Grantor's south
boundary; run thence north 89 degrees 43 minutes 07 seconds east and
along Grantor's south boundary for a distance of 3.56 feet to a
point; run thence north 26 degrees 02 minutes 06 seconds east and
along a line 5.0 feet east of and parallel with the existing east
right-of-way line of North State Street for a distance of 432.00
feet to a point on the said east right-of-way line of Shepard
Road; run thence south 89 degrees 59 minutes 06 seconds west for a
distance of 3.56 feet to the point of beginning.

The above described parcel of land is located in Southeast
Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section 14,
Township 6 North, Range 1 East, First Judicial District, Hinds
County, Mississippi, and contains 0.05 acres or 2,160 square feet,
more or less. Bearings used in this description refer to the
Mississippi Coordinate System, West Zone.

The above described parcel of land is a strip of land 5.0 feet
wide off the west side of that certain 1.29 acre parcel of land
described as Tract 1 in that certain Warranty Deed on file and of
record in the office of the Chancery Clerk of the First Judicial
District of Hinds County, Mississippi, at Jackson, Mississippi, in
Book 2888 at Page 273, reference to which is hereby made for all
purposes.

For and in consideration of the above mentioned consideration, Grantor
does also convey to the Grantee a temporary easement in, upon,

3
M
1-6-12

over and across the following described parcel of land, which assignment shall
be void on December 31, 1991, or upon completion of City of
Jackson Project 342, whichever first occurs:

BOOK 3562 PAGE 132

Commence at the intersection of the line common to Sections 11
and 14, Township 6 North, Range 1 East, Hinds County, Mississippi,
and the centerline of the Illinois Central Gulf Railroad mainline
track at or about valuation station 934+75 thereon, and run thence
north 89 degrees 57 minutes 38 seconds east and along said line
common to Sections 11 and 14 for a distance of 128.47 feet to a
point on the existing east right-of-way line of North State Street,
which is the same as the proposed east right-of-way line for City of
Jackson Project 342, said east right-of-way line being 30.0 feet
measured perpendicular(ly), east of the center of the existing
pavement; run thence south 77 degrees 10 minutes 14 seconds west
along said east right-of-way line of North State Street for a
distance of 1,712.50 feet to a point on the south right-of-way line
of Sheppard Road, as said south right-of-way line is now laid out
and established (April, 1987) 25.0 feet south of the center of said
Sheppard Road; run thence north 89 degrees 59 minutes 06 seconds
east for a distance of 3.67 feet to the intersection of said south
right-of-way line of North State Street and the proposed east
right-of-way line of North State Street (City of Jackson Project
342), as said east right-of-way line is now proposed 30.0 feet
measured perpendicular(ly), east of the center of the existing
pavement; run thence south 77 degrees 10 minutes 14 seconds west
along said east right-of-way line of North State Street for a
distance of 1,712.50 feet to a point on the south right-of-way line
of Sheppard Road, as said south right-of-way line is now laid out
and established (April, 1987) 25.0 feet south of the center of said
Sheppard Road; run thence north 89 degrees 59 minutes 06 seconds
east for a distance of 3.67 feet to the intersection of said south
right-of-way line of North State Street and the proposed east
right-of-way line of North State Street (City of Jackson Project
342), as said east right-of-way line is now proposed 30.0 feet
measured perpendicular(ly), east of the center of the existing
pavement; said point being also the point of beginning of the parcel
of land described as follows:

Run thence south 26 degrees 02 minutes 06 seconds west for a
distance of 316.73 feet to a point; run thence south 63 degrees 54
minutes 10 seconds east for a distance of 16.44 feet to a point; run
thence north 25 degrees 48 minutes 19 seconds east for a distance of
131.04 feet to a point; run thence north 63 degrees 06 minutes 06
seconds west for a distance of 1.00 feet to a point; run thence north
26 degrees 53 minutes 56 seconds east for a distance of 188.59 feet
to a point; run thence south 63 degrees 06 minutes 06 seconds east
for a distance of 96.91 feet to a point on grantor's east boundary;
run thence north 26 degrees 29 minutes 34 seconds east for a
distance of 54.85 feet to a point on the old south right-of-way
line of Sheppard Road; run thence south 89 degrees 59 minutes 06
seconds west for a distance of 128.11 feet to the point of
beginning.

AS ADDITIONAL CONSIDERATION, grantor agrees to pay the original cost of
the street and utilities which will be installed on the foregoing described
land.

GRANTOR AND GRANTEE acknowledge and agree that widening and
reconstruction of North State Street in accordance with the plans for City
Project 342 will make it impractical for the employees and customers of
grantor's tenants to use the area between the existing street and existing
buildings for diagonal parking directly from the street as is now the
practice. In order to mitigate the consequences that the loss of the
diagonal parking might cause, grantor hereby grants to park a maximum
of twenty-two (22) automobiles within the street right-of-way and behind the
proposed paved lot on North State and Sheppard Road, which parking shall
be used as the designated area for the existing buildings now
served by diagonal parking. Grantor shall reconstruct the existing pavement
within the lot subject to the temporary easement and place new pavement

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On August 9, 1988 before me, the undersigned, a Notary Public in and for said State, personally appeared **SEYMOUR HYBACK, General Partner** of **H2R PROPERTIES** and **NANCY SHIMOOKA**, General Partner, who consented the within instrument to be proved to me on the basis of satisfactory evidence to be personally known to me or of the person of the partner of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

Nancy Shimooka
NANCY SHIMOOKA

Official Seal
NANCY SHIMOOKA
Notary Public - California
My Comm. Expires Aug. 21, 1989

(This part for official record only.)

BY: *[Signature]*
Edmond Regoilli, Inc.
A California Corporation,
General Partner

BY: *[Signature]*
Seymour Hyback, General Partner
H2R PROPERTIES
A California General Partnership
521 East Main Street
Van Nuys, California 91411

WITNESSES our signatures, this the 9 day of August, 1988

with the right-of-way on necessary and accept same with paint to mark the proposed twenty-two parking spaces and the one-way access lane for said parking spaces. Grantor agrees to require the contractor for the construction of said City Project to program his work within the land subject to the temporary easement in accordance with the following special provision to be included in the Grantor's contract with the contractor: "The contractor shall make whatever effort is required and take every precaution necessary to assure cooperation and employees access to businesses lawfully operating on adjacent properties during their normal working hours Monday through Friday unless the date of such access has been coordinated with the business owner in advance and denial of such access must be made during such normal working hours. With respect to the maintenance of parking serving businesses south of Shampart Road, the contractor shall schedule and program all construction activities which preclude or interrupt parking in front of said businesses to a maximum of ten (10) business days, and for this purpose Saturdays, Sundays and legal City holidays shall not be considered business days."

BOOK 3562 PAGE 133

For value received Seymour Ryback and Marilyn Ryback do hereby release from the lien of that certain Deed Of Trust executed by M2P, a California General Partnership, to Seymour Ryback and Marilyn Ryback, dated April 16, 1986 and recorded in Deed of Trust Book 3209 Page 593, in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi the above and foregoing described land and property situated in the First Judicial District of Hinds County, Mississippi.

Only the property described above is released from the lien of said Deed of Trust, which Deed of Trust is to remain in full force and effect as to all other property described therein and not heretofore specifically released from the lien of said Deed of Trust.

WITNESS OUR SIGNATURES this the 9 day of August, 1988

Seymour Ryback x
Seymour Ryback
Marilyn Ryback x
Marilyn Ryback

CAY. NO. 1188217
TO 1984 CA 11-821

 TICOR TITLE INSURANCE

(Individual)

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } ss.

On August 9, 1988 before me, the undersigned, a Notary Public in and for said State, personally appeared SEYMOUR RYBACK & MARILYN RYBACK

SEYMOUR RYBACK & MARILYN RYBACK or
proved to me on the basis of satisfactory evidence to be
the persons whose name SEYMOUR RYBACK & MARILYN RYBACK subscribed to the
within instrument and acknowledged that SEYMOUR RYBACK & MARILYN RYBACK executed the same.
WITNESS my hand and official seal.

Signature: Nancy Shinooka
NANCY SHINOOKA



(7) do not use for official (seal) seal

BOOK 3562 PAGE 135

STATE OF California
COURT OF Los Angeles

Personally appeared before me the undersigned authority in and for the State and County aforesaid, the within named Edmond Haggell

who acknowledged to me that (he) (she) is Edmond Haggell, Inc., a California corporation, a General Partner in H H Franchise, a California General Partnership, and that acting for and on behalf of said corporation as its own act and deed, (he) (she) signed and delivered the above and foregoing instrument on the day and year in mentioned for the purposes therein stated, after being first authorized so to do.

Given under my hand and official seal, this the 17th day of August, 1988

My Commission Expires: 5-26-90



Personally appeared before me the undersigned authority in and for the State and County aforesaid, the within named

who acknowledged to me that (he) (she) is Edmond Haggell, Inc., a California corporation, a General Partner in H H Franchise, a California General Partnership, and that acting for and on behalf of said corporation as its own act and deed, (he) (she) signed and delivered the above and foregoing instrument on the day and year in mentioned for the purposes therein stated, after being first authorized so to do.

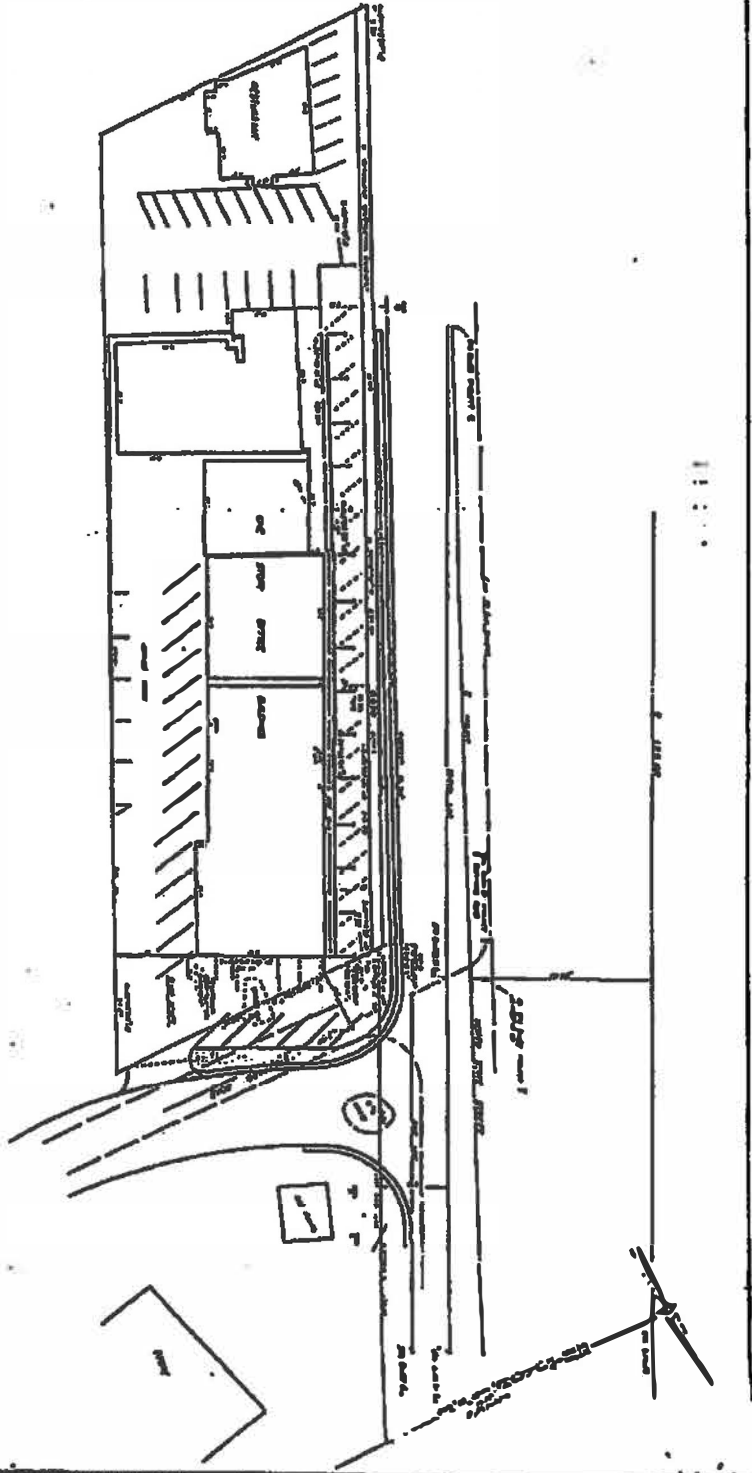
Given under my hand and official seal, this the _____ day of _____, 19__

My Commission Expires:

NOTARY PUBLIC

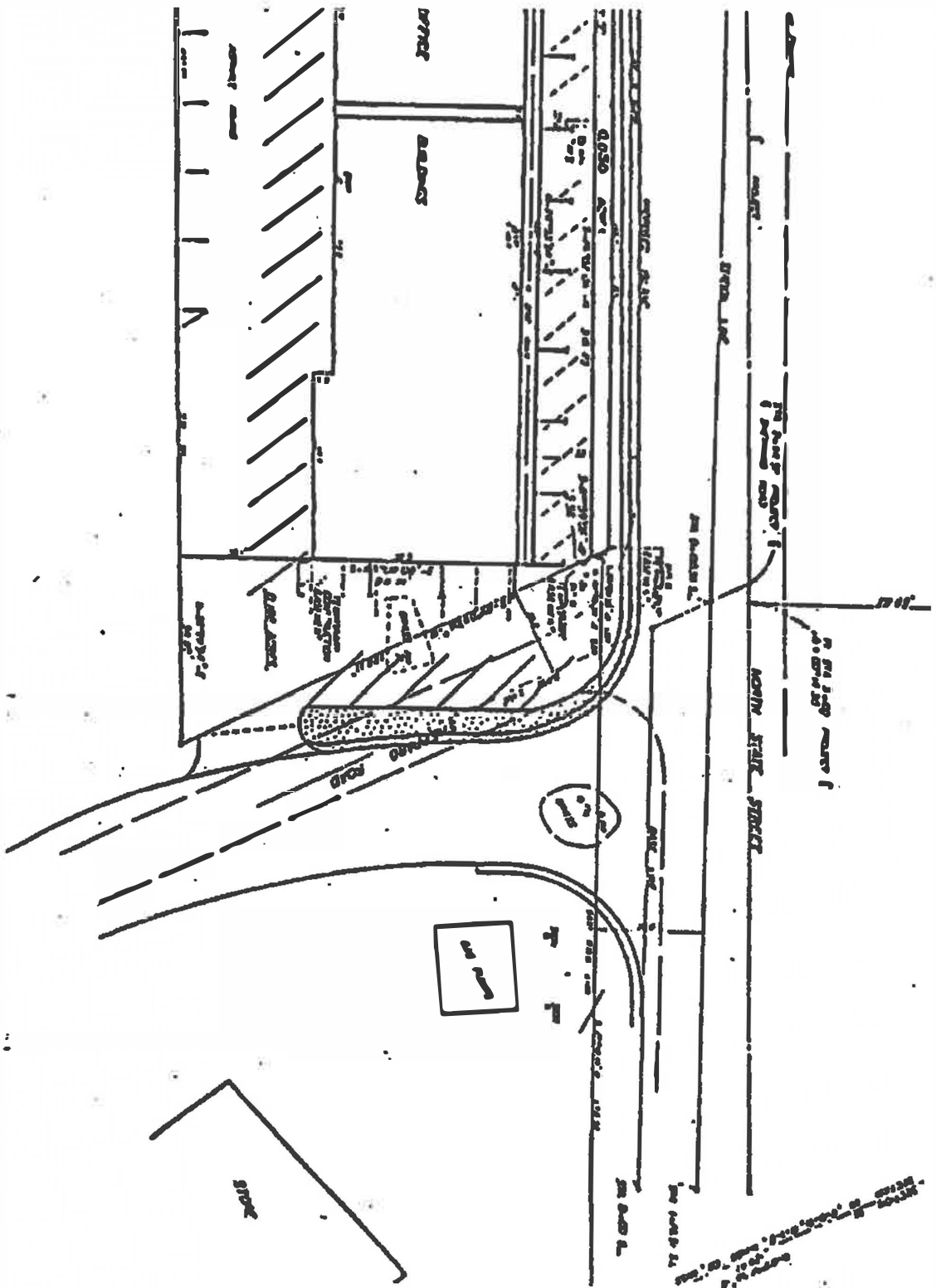


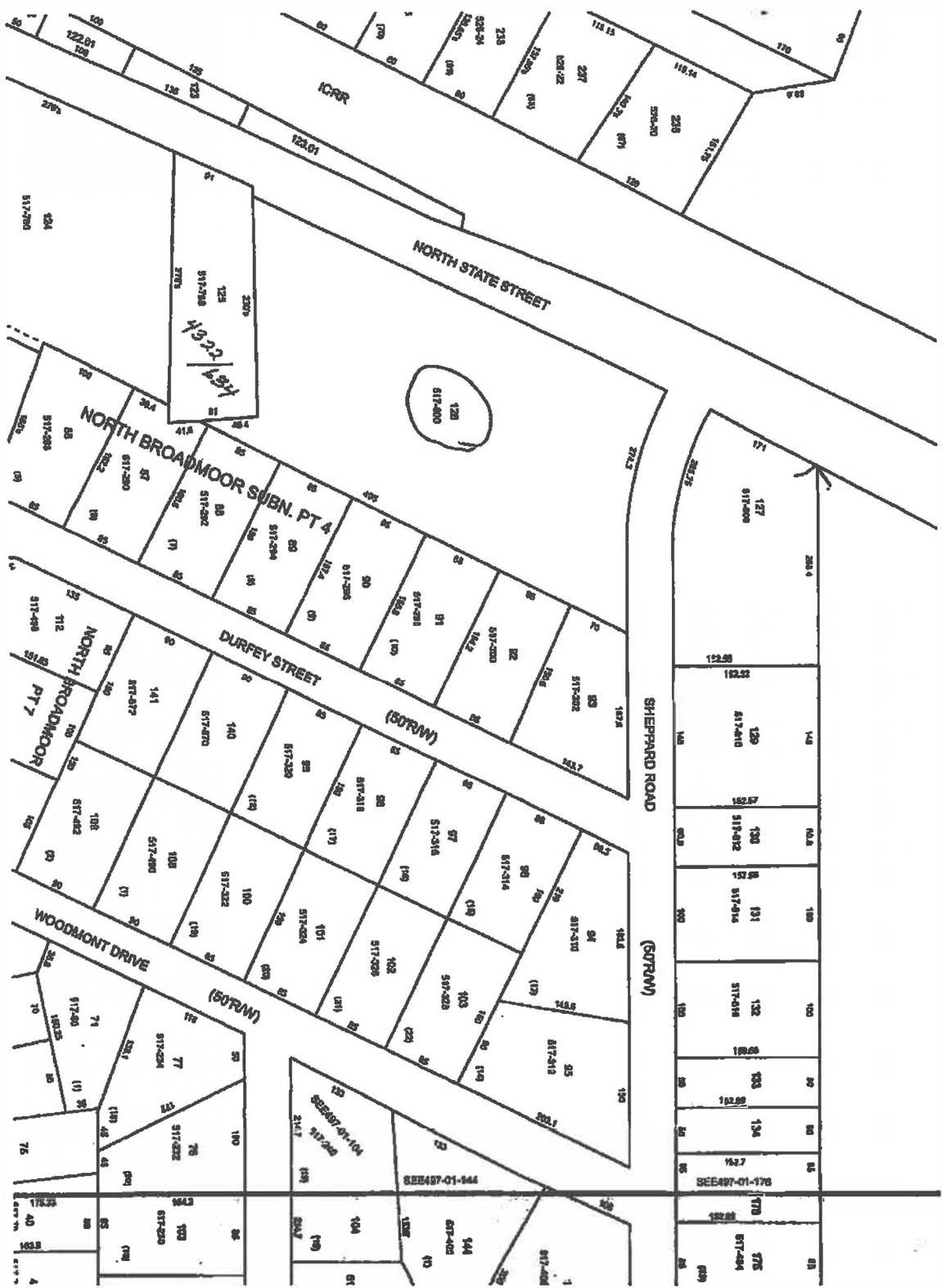
STATE OF MISSISSIPPI, County of Hinds:
 I certify that the within instrument was filed for record in my office this 17 day of January, 1889, at 8 o'clock A.M., and was duly recorded on the 131 day of January, 1889, Book No. 3562 Page 131
 BY: PETE MOGEE, CHANCERY CLERK D.O.



Parcel Identifier: 2PT
 LINDS BROTHERS COMPANY
 5000 N. 10th Street
 Jackson, Mississippi 39208
 601-955-1234

BOOK 3562 PAGE 136





Tax
Map
498

WARRANTY DEED

FOR AND IN CONSIDERATION of the execution by Grantee of two (2) promissory notes of even date herewith, as follows:

- (a) Promissory note in the sum of \$336,600.00, together with interest at the rate of 13% per annum, secured by a deed of trust on Tract 1, described below; and
- (b) Promissory note in the sum of \$173,400.00, together with interest at the rate of 13% per annum, secured by a deed of trust on Tract 2, described below;

both promissory notes payable in equal monthly installments beginning May 1, 1981, and on the same day of each succeeding month thereafter for fifteen (15) years, with the entire principal balance and accrued interest being due on April 1, 1996; and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, KTWROUSE INVESTMENT COMPANY, a Mississippi corporation, acting by and through its duly authorized officers, does hereby sell, convey and warrant unto H R PROPERTIES, A California General Partnership, which general partners are Seymour Ryback, an individual, and Edmond Hagooli, Inc., a California corporation, the following land and property, lying and being situated in the First Judicial District of Hinds County, Mississippi, being more particularly described as follows, to-wit:

TRACT 1:

Being situated in section 14, Township 6 North, Range 1 East; Jackson, Hinds County, First Judicial District, Mississippi, and being more particularly described as follows:

Beginning at a concrete monument marking the NW corner of North Broadmoor, Part 4, as recorded in Plat Book 11 at Page 32 of the Chancery records of Hinds County, Mississippi, and run Southwesterly, along the West boundary of North Broadmoor, Part 4, 432.21 feet to an iron pin found; turn thence through an interior angle of 116 degrees 44 minutes 30 seconds and run Westerly, 145.56 feet; turn thence through an interior angle of 63 degrees 15 minutes 30 seconds and run Northeasterly, parallel with the West boundary of North Broadmoor, Part 4, 432.95 feet to the South R.O.W. line of Sheppard Road; turn thence through

BOOK 2808 PAGE 574

an interior angle of 116 degrees 28 minutes 30 seconds and run Easterly, along the South R.O.W. line of Sheppard Road, 145.23 feet to the Point of Beginning. Containing 1.29 acres, more or less.

TRACT 2:

Being situated in Section 14, Township 6 North, Range 1 East, Jackson, Hinds County, First Judicial District, Mississippi, and being more particularly described as follows:

Beginning at a concrete monument marking the NW corner of North Broadmoor, Part 4, as recorded in Plat Book 11 at Page 32 of the Chancery records of Hinds County, Mississippi, and run Westerly along the South R.O.W. line of Sheppard Road 145.23 feet to the Point of Beginning; thence continue to run Westerly along the South R.O.W. line of Sheppard Road 133.34 feet to a point on the East R.O.W. of North State Street; thence through an interior angle of 116 degrees 03 minutes, run Southwesterly along the East R.O.W. line of North State Street 432.03 feet; thence turn through an interior angle of 63 degrees 41 minutes and run Northeasterly 130.07 feet; thence turn through an interior angle of 115 degrees 45 minutes 30 seconds and run Northeasterly 432.95 feet to the Point of Beginning.

There are excepted from the warranty hereof: the rights of parties in possession and leaseholds of tenants presently in possession of leased space in the buildings, improvements and property herein conveyed; all zoning and building regulations, ordinances and requirements adopted by any government or municipal authority now or hereafter in force or effect; all protective and restrictive covenants, easements, rights-of-way and prior mineral or reservations and conveyances pertaining to and affecting subject property.

There is also excepted from the warranty hereof that certain deed of trust from grantor to Deposit Guaranty National Bank, Jackson, Mississippi, dated December 28, 1978, and recorded in Book 2609 at Page 367 in the records of the office of the Chancery Clerk of the First Judicial District of Hinds County at Jackson, Mississippi, securing an indebtedness in the original principal sum of \$200,000.00. Grantor shall comply with all terms, covenants and conditions of the Deposit Guaranty National

Bank deed of trust and shall pay as and when due all payments secured thereby.

The purchase price for the property conveyed herein is secured by two deeds of trust, of even date herewith, from grantee to grantor herein, covering Tracts 1 and 2, described above. Grantor retains a vendor's lien to secure payment of said deeds of trust in favor of grantor. Cancellation of said deeds of trust in favor of grantor shall be deemed to be a cancellation of this vendor's lien.

Grantee herein assumes and agrees to pay ad valorem taxes for the current year and all subsequent years.

WITNESS the signature of the corporation hereto, this the 20th day of March, 1981.

GRANTOR'S ADDRESS:
Post Office Box 10117
Jackson, MS 39206

KIMBROUGH INVESTMENT COMPANY

BY: Ellis McKay
Ellis McKay, President

GRANTEE'S ADDRESS:
921 East Main Street
Ventura, CA 93001

BY: Pete Hays
Pete Hays,
Senior Vice President
and Treasurer

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the county and state aforesaid, Ellis McKay and Pete Hays, the president and senior vice president respectively, of Kimbrough Investment Company, who acknowledged to me that they signed and delivered the foregoing Warranty deed for and on behalf of said corporation, they first being duly authorized so to do.

GIVEN under my hand and official seal, this the 20th day of March, 1981.

Manoa Berman
Notary Public

My Commission Expires: 4/21/84

STATE OF MISSISSIPPI, County of Hinds

I, Pete McGee, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 23 day of MARCH 1981, at 10:50 o'clock A. M., and was duly recorded on the 24 day of MARCH 1981, Book No. 2808 Page 573 in my office.

Witness my hand and seal of office, this the 24 day of MARCH 1981.

PETE MCGEE, Clerk

By P. A. G. J. J. J. D. C.

Trust of the Grantor to Clara W. Crisler, et al., Trustee for Kimbrough

This conveyance made subject to that certain first deed of

recording of the office of the foreward Chancery Clerk

1. Utility easement to Mississippi Power & Light Company

Page 610 in the office of the foreward Chancery Clerk

2. Utility easement to Mississippi Power & Light

Company across front 10 feet of subject property

Page 124 in the office of the Chancery Clerk of Hinds

County of Jackson, Mississippi

11. Binding recitations and restrictive covenants, dated

June 29, 1919, filed of record in Deed Book 592 at

Page 124 in the office of the Chancery Clerk of Hinds

County of Jackson, Mississippi

Expressly excepted from the warranty hereof are the following:

point of beginning

North 89 degrees 43 minutes west for 279.3 feet to the

minutes east for 132.2 feet thence turn left and go

279.3 feet thence turn left and go north 26 degrees 51

turn left and go south 89 degrees 43 minutes east for

the east line of North State Street for 432.2 feet thence

thence continue south 26 degrees 51 minutes west along

to the point of beginning for the tract herein described

west along the east line of North State Street 256.8 feet

degrees 26 minutes and go south 26 degrees 51 minutes

to the east line of North State Street, then turn left 93

degrees 43 minutes west 205.6 feet

From the center of the Northeast Quarter of Section 14,

Township 6 North, Range 1 East, Hinds County, Missis-

sippi

FOR AND IN CONSIDERATION of the sum of \$10.00 cash in

hand paid and other good and valuable considerations had, the receipt

and acquiescence whereof is hereby acknowledged, the undersigned, KIM-

BROUGH BUILDING SUPPLY COMPANY, a Mississippi corporation,

hereby sells, conveys and warrants into KIMBROUGH INVESTMENT

COMPANY, a Mississippi corporation, the hereinafter described

property, together with all appurtenances thereto, located, lying and

being situate in the First Judicial District of Hinds County, Mississippi,

to-wit:

CLARA W. CRISLER, TRUSTEE

1919

STATE OF MISSISSIPPI, County of Linds...

I, Frank T. Scott, Clerk of said County, certify that the within instrument was filed for record in my office on the 27th day of November, 1967, at 10:57 A.M. and was duly recorded on the 27th day of November, 1967, in my office. Witness my hand and seal of office, this 15th day of November, 1967.

FRANK T. SCOTT, CLERK
 10:57 A.M. NOV 27 1967



My Commission Expires: 11-27-68

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, J. H. Kimbrough, and Charles E. Kimbrough, personally known to me, and known to me to be the President and Secretary respectively of Kimbrough Building Supply Company, a Mississippi Corporation, who acknowledged that they signed, executed and delivered the above and foregoing Warranty Deed on the day and date therein set forth, for and on behalf of Kimbrough Building Supply Company, and caused to be affixed thereto its Corporate Seal, which first duly subscribed as to do.

GIVEN under my hand and official seal of office, this 15th day of November, 1967.

STATE OF MISSISSIPPI
 COUNTY OF LINDS...

Secretary
Charles E. Kimbrough

President
J. H. Kimbrough

KIMBROUGH-BUILDING SUPPLY COMPANY

Witness the signature and seal of the undersigned corporation on this 15th day of November, 1967.

of conveyance will be pro rata as of the date hereof.

Deed of Trust was assigned to Gulf Life Insurance Company, Jackson, Mississippi, and said company, on March 26, 1957, filed for record with, Florida, by Assignment dated March 26, 1957, filed for record in the office of the State Clerk of Florida, Book 10514, Page 15.

Governmental Company, dated March 26, 1957, filed for record in the office of the State Clerk of Florida, Book 10514, Page 15.

11-27-68

PT 2781/538 (banned)

BOOK 2781 PAGE 544



SIGNED FOR IDENTIFICATION:
H R PROPERTIES, a California
partnership

BY: Seymour Ryback, Partner

BY: Edmond Hagdoll, Inc., a
California Corporation,
Partner

Edmond Hagdoll,
President

EXHIBIT "A"

STATE OF MISSISSIPPI, County of Madison
I, Pete Magee, Clerk of the Chancery Court of said County, certify that the within instrument was filed for
record in my office this 23 day of MARCH, 1981, at 10:55 o'clock A, and
was duly recorded on this 24 day of MARCH, 1981, Book No. 2781, Page 538
In my office, I witness my hand and seal of office, this the 24 day of MARCH, 1981.
PETE MAGEE, Clerk
D. C.

31

ORDER RATIFYING PROCUREMENT OF PARTS AND REPAIR SERVICES BY THE MUNICIPAL GARAGE FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS

OFFICE OF THE CITY ATTORNEY
 [Signature]
 8/24/2024

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

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

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

WHEREAS, according to Mississippi Code Annotated Section 31-7-13(m)(iii), purchases of parts for repairs to equipment, when such repairs are made by personnel of the agency or governing authority are exempted from the bid requirements; however, entire assemblies, such as engines or transmissions, shall not be included in this exemption when the entire assembly is being replaced instead of being repaired.

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

Coke Boring Inc.	\$16,065.36
Hydraulic Service & Supply	\$13,536.40
Deviney Equipment	\$727.92
Sansom Equipment Company	\$4,965.27
Southern Hose & Gasket of MS	\$300.99
Hall's Towing Service	\$301.00
Mid-South Machinery	\$6,769.80
AutoZone	\$2,303.97
Advance Auto Parts	\$1,306.10
Mac Haik Ford	\$2,946.29
Crow-Burlingame Co. d/b/a Bumper-to-Bumper	\$1,398.16

Total **\$50,621.26**

Agenda Item No. 31
 August 27, 2024
 (Wright, Lumumba)

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2770
Jackson, Mississippi 39201-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1750

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PROCUREMENT OF PARTS AND REPAIR SERVICES BY THE MUNICIPAL GARAGE FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS** is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, CITY ATTORNEY



DATE

Sondra Moncure, *Special Assistant* 

Terry Williamson, *Legal Counsel* 

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

August 19, 2024

DATE

(as revised 3/6/01)

P O I N T S		C O M M E N T S								
1.	Brief Description / Purpose	ORDER RATIFYING PROCUREMENT OF PARTS AND REPAIR SERVICES BY THE MUNICIPAL GARAGE FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS								
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	6. Infrastructure and Transportation								
3.	Who will be affected	Departments using the Municipal Garage for repairs or to obtain outside repairs								
4.	Benefits	The Municipal Garage Division will use these funds to pay overdue payments for parts and repair services provided by various vendors throughout the City of Jackson. This will allow the Municipal Garage to obtain repair services and parts from these vendors								
5.	Schedule (beginning date)	Upon approval								
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	City Wide								
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Public Works								
8.	COST	\$50,621.26								
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	Several Accounts								
10.	EBO participation	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	___
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	___
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	___
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	___



**City of Jackson
Department of Public Works**

Council Agenda Item Memorandum

To: Hon. Chokwe A. Lumumba, Mayor

From: Louis Wright, CAO
City of Jackson

Date: August 19, 2024

Agenda Item: **ORDER RATIFYING PROCUREMENT OF PARTS AND REPAIR SERVICES BY THE MUNICIPAL GARAGE FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS**

Council Meeting: Regular Council Meeting, August 17, 2024

Purpose: Pay for repair services and parts procured by the Municipal Garage on behalf of other divisions of Public Works and other departments

Cost: \$50,621.26

Funding Source: Several accounts in the General Fund

Schedule/Time: Payment on next Claims Docket after ratification

DPW Manager: Tony Howard

Background: The Municipal Garage Division will use these funds to pay past due invoices for parts and repair services provided by various vendors to divisions of Public Works and other departments.

These invoices were left over from the previous acting Municipal Garage Superintendent. These invoices have been verified to the extent possible given the passage of time. The major outside repairs performed to equipment were all verified. These invoices, in particular, need to be paid because the vendors will not complete repairs to City equipment needed at the Rubbish Facility until they have been paid.

Please let me know if you have any questions.

QTY	DESCRIPTION	UNIT	PRICE	TOTAL
2	packaging kit		210	90
TOTAL PARTS 210 90				

COKE BORING INC.

P.O. BOX 2015
FLORENCE, MS 39073
Cell 601-942-8331

#3223
Vendor #71128

Never

NAME City of Jackson DATE 3-2-23

ADDRESS _____

CITY Cat STATE MS COUNTY JL-61 SERIAL NUMBER 54575

CUSTOMER ORDER NO. _____

HOURLY METER READING _____

REPAIR INSTRUCTIONS: Packed both back lift cylinders

I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH NECESSARY MATERIALS YOU AND YOUR EMPLOYEES MAY OPERATE ABOVE VEHICLE FOR PURPOSES OF TESTING INSPECTION OR DELIVERY AT MY RISK AN EXPRESS MECHANIC'S LIEN IS ACKNOWLEDGED ON ABOVE VEHICLE TO SECURE THE AMOUNT OF REPAIRS TWO (2) YOU WILL NOT BE HELD RESPONSIBLE FOR ANY OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN MY CARE. THESE REPAIRS WILL BE MY OWNERS RESPONSIBILITY.

REPAIRED BY [Signature]

TOTAL LABOR	950	00
TOTAL PARTS	210	90
OIL, OIL CHANGE		
OUTSIDE REPAIRS		
MISC. MERCHANDISE		
SUB TOTAL	1160	90
STATE TAX		
TOTAL AMOUNT DUE	1160	90

ALL TERMS CASH UNLESS CREDIT APPROVED IN ADVANCE, NET 10 DAYS FOLLOWING DATE OF INVOICE. A 1% PER MONTH PENALTY (MIN. SERVICE FEE IS CHARGED ON ALL ACCOUNTS OVER 30 DAYS IF ANY PORTION OF ANY CHARGES REMAIN UNPAID THE UNDERSIGNED AGREES TO PAY THE SAME IN ADDITION TO ALL COST OF COLLECTION AND A REASONABLE COLLECTION AGENCY'S FEE AND/OR ATTORNEY'S FEE IN THE AMOUNT OF 30 1/3% OF THE BALANCE DUE ON BARD ACCOUNT.

QTY	PART NO.	DESCRIPTION	AMOUNT
15		bolts	63 75
15		nuts	30 00
5	23 50	teeth	91 25
5	27 20-12	shanks	178 00
5	230 PN	pins	42 15
5	265	hyd oil	40 00
1		parking lift	121 90
1		freight charge	43 10
1	36724X36	date rolled	360 00
TOTAL PARTS			970 15

COKE BORING INC.

P.O. BOX 2015
FLORENCE, MS 39073
Cell 601-942-9331

22823

Vendor # 71128

Water

NAME	City of Jackson			DATE	2-28-25																
ADDRESS				TIME																	
CITY	STATE	MODEL	YEAR	SEVERAL NUMBER	HOUR METER READING																
Kubota	MS	12050-3	T-660		99230180																
<p>Removed bucket. Turned 2 cutting edge over on black. Replaced 15 bolts and 15 nuts on black. Removed stick extender, peened, and installed. Replaced 40 ball and side of bucket. Welded front edge back on bucket. Replaced 5 teeth, 5 shanks, and 5 pins on bucket.</p>																					
<p>I HEREBY AUTHORIZE THE ABOVE BEING DONE TO BE DONE ALONG WITH NECESSARY MATERIALS YOU AND YOUR EMPLOYEES MAY OPERATE ABOVE VEHICLE FOR PURPOSES OF TESTING INSPECTION OR DELIVERY AT MY RISK AN EXPRESS MECHANIC'S LIEN IS ACKNOWLEDGED ON ABOVE VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERE TO YOU WILL NOT BE HELD RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE. A COPY OF THIS RECEIPT IS TO BE KEPT BY THE CUSTOMER.</p>				<table border="1"> <tr> <td>TOTAL LABOR</td> <td>3990 00</td> </tr> <tr> <td>TOTAL PARTS</td> <td>970 15</td> </tr> <tr> <td>GAS, OIL, GREASE</td> <td></td> </tr> <tr> <td>OUTSIDE REPAIRS</td> <td></td> </tr> <tr> <td>MISC. MERCHANDISE</td> <td></td> </tr> <tr> <td>SUB TOTAL</td> <td>4960 15</td> </tr> <tr> <td>STATE TAX</td> <td></td> </tr> <tr> <td>TOTAL AMOUNT</td> <td>4960 15</td> </tr> </table>		TOTAL LABOR	3990 00	TOTAL PARTS	970 15	GAS, OIL, GREASE		OUTSIDE REPAIRS		MISC. MERCHANDISE		SUB TOTAL	4960 15	STATE TAX		TOTAL AMOUNT	4960 15
TOTAL LABOR	3990 00																				
TOTAL PARTS	970 15																				
GAS, OIL, GREASE																					
OUTSIDE REPAIRS																					
MISC. MERCHANDISE																					
SUB TOTAL	4960 15																				
STATE TAX																					
TOTAL AMOUNT	4960 15																				
RECEIVED BY	<p>ALL TERMS CASH UNLESS CREDIT APPROVED IN ADVANCE. NET 10 DAYS FOLLOWING DATE OF INVOICE. A 1.5% PER MONTH (MINIMUM RATE 18%) SERVICE FEE IS CHARGED ON ALL ACCOUNTS OVER 30 DAYS. IF ANY PORTION OF ANY CHARGES REMAIN UNPAID, THE UNDERSIGNED AGREES TO PAY THE SAME IN ADDITION TO ALL COSTS OF COLLECTION AND A REASONABLE COLLECTION AGENCY'S FEE AND/OR ATTORNEY'S FEE IN THE AMOUNT OF 33 1/3% OF THE BALANCE DUE ON SAID ACCOUNT.</p>																				

Waller

COKE BORING INC. # 72323

P.O. BOX 2015
FLORENCE, MS 38073
Call 601-942-9331

Vendor # 71128

Qty	Part ID	Description	Amount
1	2720-00017	pin	59.40
2	25599-54155	scrap rings	37.68
1	25599-54180	roll-pin	26.54
1	2720-00005	lockin pin	302.40
1	2720-00150	brack pin	27.68
1		Freight charge	68.91
5	23	teeth	91.50
5	230 PV	pin	42.80
5	2740-220-23	shank	128.00
15		bolt	63.75
15		nut	30.00
TOTAL PARTS			1458.61

NAME City of Jackson DATE 7-22-23

ADDRESS

CITY Kuba MODEL KX080-3 UNIT # 7C-59 SERIAL NUMBER YOUR METER READING

REPAIR INSTRUCTIONS

Removed bucket, quick charge, and thumb straighten all 3.
Replaced 4 pins and 2 scrap rings. Replaced 5 shank 5 pins
and 5 teeth on bucket. Turned over 3 cutting edges on
blade trimmed bucket quick charge and thumb

I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH NECESSARY MATERIALS YOU AND YOUR EMPLOYEES MAY OPERATE ABOVE VEHICLE FOR PURPOSES OF TESTING INSPECTION OR DELIVERY AT MY RISK. AN EXPRES WICHAMER'S USE IS ACKNOWLEDGED ON ABOVE VEHICLE TO SECURE THE AMOUNT OF REPAIRS THEREBY YOU WILL NOT BE HELD RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT, ACCIDENT OR ANY OTHER CAUSE BEYOND YOUR CONTROL.

AUTHORIZED BY _____

APPROVED BY _____

ALL TERMS CASH UNLESS CREDIT APPROVED IN ADVANCE. NET: 10 DAYS FOLLOWING DATE OF INVOICE. A 1.5% PER MONTH (annual rate 18%) SERVICE FEE IS CHARGED ON ALL ACCOUNTS OVER 30 DAYS. IF ANY PORTION OF ANY CHARGES REMAIN UNPAID, THE UNDERSIGNED AGREES TO PAY THE SAME. IN ADDITION TO ALL COST OF COLLECTION AND A REASONABLE COLLECTION AGENCY'S FEE AND/OR ATTORNEY'S FEE IN THE AMOUNT OF 33 1/3% OF THE BALANCE DUE ON SAID ACCOUNT.

TOTAL LABOR	3940.00
TOTAL PARTS	1458.61
GAS, OIL, GREASE	3540.00
OUTSIDE REPAIRS	
MISC. MERCHANDISE	
SUB TOTAL	4998.61
TAX	
TOTAL AMOUNT	4998.61

TOTAL PARTS		4995.20
TOTAL LABOR		1150.00
TOTAL AMOUNT DUE		4995.20
STATE TAX		
BUS TOTAL		4995.20
MISC. MERCHANDISE		
OUTSIDE SERVICE		
GAS, OIL, WASH		
TOTAL PARTS		5845.20
TOTAL LABOR		1150.00

ALL TOWERS CAN UNLESS CREDIT APPROVED BY ADVISOR. NET 10 DAYS FOLLOWING DELIVERY. A 1.5% MONTHLY SERVICE CHARGE (MAY BE WAIVED) IS CHARGED ON ALL ACCOUNTS OVER 30 DAYS. IF ANY PORTION OF AN ORDER IS NOT RECEIVED, THE UNDELIVERED PORTION WILL BE CANCELLED AND A REFUND OF THE AMOUNT PAID WILL BE MADE TO YOU. IN ADDITION TO ALL COST OF COLLECTION AND A REASONABLE COLLECTION CHARGE, WE MAY BE NECESSARY TO RECOVER OUR COSTS. PLEASE CONTACT US AT 800-451-7273 FOR MORE INFORMATION.

AUTHORIZED BY: *[Signature]*
 ADDRESS: *[Address]*
 CITY: *[City]*
 STATE: *[State]*
 ZIP: *[ZIP]*

LABOR INSTRUCTIONS: *[Instructions]*

DATE: 4-27-23
 TIME: 4:27:23

COKE BORING INC. # 42723
 P.O. BOX 2015
 FLORENCE, MS 39073
 Call 601-842-9391

49250235

Work for engine missing, remove valve cover and band A.2
 Repair 2 valve and 2 head and 2 head checked
 2 new head 2 valve 1 glow plug and 2 push rods
 Change engine oil and filter

1	15800-7840	valve	103	42
1	15850-52930	filter	31	53
2	16772-1510	push rod	176	10
1	16772-5512	glow plug	201	02
5	gals	422 oil	43	20
24	gals	80w SAE	65	20
1	161	anti-freeze	14	20
1	1650008023	head	2146	00
1	15307065	head set	566	53
3		Frighthorn	92	20

Van # 71128



HYDRAULIC SERVICE & SUPPLY, LLC

455 HIGHWAY 49 SOUTH
RICHLAND, MS 39218
PHONE: 601/932-5003
FAX: 601/936-0076
WEB: www.hydraulicman.com
E-MAIL: hydraulicman2000@aol.com

Wilson

INVOICE

INVOICE NUMBER

133756

DATE

07/20/23

PAGE

1

LOAD TO:

CITY OF JACKSON
ATTN: FINANCE DEPT.
P O BOX 17
JACKSON, MS
39205

SHIP TO:

CITY OF JACKSON
ATTN: FINANCE DEPT.
P O BOX 17
JACKSON, MS
39205

SHIP VIA
SHIP DATE
DUPLICATE
TERMS

CPU
07/20/23
08/19/23

NET 30 STATEMENT WILL BE SENT
PAY FROM THIS INVOICE ONLY

CUSTOMER
P.O. NUMBER
P.O. DATE
OUR ORDER NO.
SALESPERSON

Q3835
23000099
07/20/23
43874
LOUIS

QUANTITY	UNIT	PRICE	NET	TAX
----------	------	-------	-----	-----

CYLINDERS	1.00	1.00	EACH	13285.2900	13285.29	E
PARTS, LABOR & MATERIALS TO TROUBLESHOOT MINI EXCAVATOR DUE TO LEAKS. ONE LEAK IS UNDER FRAME DUE TO 4 PILOT LINE FAILURES. ALSO FOUND ALL CYLINDERS TO BE DAMAGED & LEAKING. HOSES TO BE REPLACED AND BOOM ANGLE AND BUCKET CYLINDER WILL HAVE NEW RODS, ROD GUIDE BUSHINGS AND SEALS INSTALLED. ALL OTHER CYLINDERS WILL HAVE GUIDES & SEALS INSTALLED ALSO. KX080-4S S/N 45128 TC-72						
INBOUND FREIGHT					251.11	E

Thank you! We really appreciate your business. Please send payment within 30 days of receiving this invoice. There will be a 1.5% interest charge per month on late invoices. In addition, customers will be responsible for collection costs including reasonable attorney fees incurred in the collection process. Hydraulic Services & Supply warrants to the original Buyer that its products and parts thereof will be free of structural or mechanical defects due to faulty materials or workmanship for a period of 90 days unless otherwise noted.

SUBTOTAL
TAX
PAYMENTS
TOTAL

13536.40
0.00
0.00
13536.40



Commercial Invoice

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037929819
PO Number : 99210TK836
Comm Specialist : COMMERCIAL SALES
CENTER
Register Number : 35
Order Date : 09/07/2022 03:17 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

QTY	DESCRIPTION	UNIT PRICE	AMOUNT	DEFERRED	TOTAL
1	2008 Chevrolet Truck Silverado 1500 2WD				
H6-DLG	DURALAST GOLD BA Duralast Gold Battery SKU-000832332	311.58	155.79	Deferred	155.79
Core deferred amount: \$22.00 Core Due Date: 09/10/2022					

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-8459 or email electronic_ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$44.00

Dever

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time

Officer McCre

AR CREDIT 30834410570

AL2N2L

\$155.79

Subtotal	\$155.79
Tax	\$0.00
Total Due	\$155.79

0037929819090722C



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AVZ571112	1	1 of 1	Total
\$44.20			\$155.79



Commercial Invoice

AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Invoice Information

Invoice Number : 0037953218
PO Number : 9923TK0896
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/10/2022 02:43 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part	Description	Price	Qty	Amount	Core	Deferred	Total
65-EFB	2021 Ford Truck F-250 Super Duty Lariat 2WD BATTERY Duralast Platinum Enhanced Flood Battery SKU-001070680	361.98	1	361.98	180.00	180.00	180.00
Core deferred amount: \$22.00 Core Due Date: 10/13/2022							

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-8459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total) Total Core Bank: \$125.00

Part	Description	SKU	Qty	Price	Amount
DL3444S	DURALAST STARTER	0037948926	12287	2022-10-04	15.00
24F-DLG	DURALAST GOLD BA	0037950304	12291	2022-10-06	22.00
AUX14	DURALAST PLATINUM	0037950378	12293	2022-10-06	22.00
116-AGM	DURALAST PLATINUM	0037950378	12292	2022-10-06	22.00

Outstanding Cores over 3 days: \$81.00

Dever

MSDS can be ordered upon request

The supplier hereby acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

[Signature]

AR CREDIT 30834410570 A53JTT \$180.99 Subtotal \$180.99 Tax \$0.00 Total Due \$180.99



0037953218101022C

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Price	Qty	Total
\$49.00	1	\$49.00
		1 of 1
		\$180.99

AutoZone
Commercial Invoice

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
801.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037955154
PO Number : 9923PC1910
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/13/2022 12:37 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part Number	Description	Quantity	Unit Price	Total Price	Core Price	Deferred	Total Core
No vehicle given for the following items							
35-DLG	1 DURALAST GOLD BAT Duralast Gold Battery SKU-D00115788	1	290.68	290.68	145.34	Deferred	145.34
35S-DLG	Core deferred amount: \$22.00 Core Due Date: 10/16/2022						

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total)

Total Core Bank: \$156.00

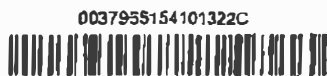
Sauer

MSDS can be ordered upon request

The sign below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement as amended from time to time.

City of Jackson

AR CREDIT 30834410570 A1WTW1 \$145.34 Subtotal \$145.34
Tax \$0.00
Total Due \$145.34



0037955154101322C

Page 1 of 1	1	1 of 1	Total
\$64.65			\$145.34

AutoZone
Commercial Invoice

AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To
CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information
Invoice Number : 0037955984
PO Number : PT7119923
Comm Specialist : STEWART,DESTINY
Register Number : 35
Order Date : 10/14/2022 02:42 PM

Bill To
CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To
AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Qty	Description	Unit Price	Net Price	Core	Total Price
2011 Ford Truck F-150 XL 2WD						
65-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-000053433	290.68	145.34	Deferred	145.34
65S-DLG		Core deferred amount: \$22.00 Core Due Date: 10/17/2022				
DLT-22	1	DURALAST AERO TR Duralast Aero 22" Truck SUV Wiper Blade SKU-000280492	39.98	19.99	0.00	19.99
No vehicle given for the following items						
SP-1	2	DIELECTRIC BOOT Dielectric Spark Plug Boot Protector SKU-000196157	3.52	1.76	0.00	3.52

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total)


Total Core Bank: \$156.00

Stewart

MSDS can be ordered upon request.
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

(Signature)

Subtotal	\$168.85
Tax	\$0.00
Total Due	\$168.85

0037955984101422C

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\$64.88 **4** **1 of 1** **\$168.85**



Commercial Invoice

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Invoice Number : 0037956802
PO Number : 992300SHOP
Comm Specialist : BRATTON JR,LC
Register Number : 35
Order Date : 10/15/2022 03:23 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

No vehicle given for the following items							
CHDK1	1	CHRYSLER INSTALL K Mltra Chrysler Dash Install Kit	47.82	23.91	0.00	23.91	
		SKU-000207655					
STPSH5W3050	2	STP 5W-30 D STP Synthetic High Mileage 5W-30 Motor Oil	53.18	26.59	0.00	53.18	
		SKU-000426950					
STPCON10W3050	8	STP 10W-30 STP 10W-30 Motor Oil SKU-000811771	43.68	21.84	0.00	174.72	

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$156.00

DLG599S	DURALAST GOLD S	0037956802	12304	2022-10-11	-10.00
---------	-----------------	------------	-------	------------	--------

Outstanding Cores over 3 days: \$10.00

Blumen

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time

[Signature]

AR CREDIT 30834410570	A7HUEJ	\$251.81	Subtotal	\$251.81
			Tax	\$0.00
			Total Due	\$251.81

0037956802101522C



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AZC51101	BUSHP001	1	1 of 1	\$251.81
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AutoZone
Commercial Invoice

AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Water

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

invoice Number : 0037972789
PO Number : 9923T253
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 11/10/2022 12:18 PM

Bill To
CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To
AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Item #	Qty	Description	Unit Price	Ext Price	Tax	Total
No vehicle given for the following items						
000999396	2	DETDS6110 12165DEESTONE D304 Misc OSB SKU	572.64	286.32	0.00	572.64
		SKU-000999396				

Pay your bill online at AutoZonePro.com. If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total) **Total Core Bank: \$44.00**

Core #	Description	SKU	Qty	Unit Price	Total
65-DLG	DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00

Outstanding Cores over 3 days: \$22.00

MSDS can be ordered upon request
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

RANDY

AR CREDIT 30834410570 AUG99R \$572.64
Subtotal \$572.64
Tax \$0.00
Total Due \$572.64

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cmst@vc_EN_US_3.0.4.py

Total
\$0.00 2 1 of 1 \$572.64

AutoZone
Commercial Invoice

AutoZone Store 37
401 W WDRGW WIL
JACKSON, MS 39213
601.353.0105

Water

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 860-1029
Customer # : 308344

Bill To

Invoice Number : 0037976414
PO Number : EW9
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 11/16/2022 12:51 PM

Remit To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	QTY	Description	Unit Price	Ext Price	Tax	Total
No vehicle given for the following items						
000999396	1	301D347 TIRE WHEEL Misc OSB SKU SKU-000999396		317.76	158.88	0.00 158.88

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6458 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total) **Total Core Bank: \$22.00**

Part #	Description	SKU	QTY	DATE	PRICE
65-DLG	DURALAST GOLD BA	0037972516	12378	2022-11-10	22.00

Outstanding Cores over 3 days: \$22.00

MSDS can be ordered upon request
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time

Rm.../s...

AR CREDIT 30834410570 AP9EE3 \$158.88
Subtotal \$158.88
Tax \$0.00
Total Due \$158.88



003797641411622C

\$0.00 1 1 of 1 \$158.88

AutoZone
Commercial Invoice

AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
801.353.0105

Water

Bill To:
CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information
Invoice Number : 0037983913
PO Number : 9923PT711
Comm Specialist : STEWART, DESTINY
Register Number : 35
Order Date : 11/30/2022 08:13 AM

Bill To
CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To
AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Item #	Qty	Description	Unit Price	Ext Price	Core Price	Core Qty	Total
No vehicle given for the following items							
1025K6	1	VALUCRAFT POLY-V Valucraft Serpentine Belt SKU-000425671	54.12	27.06	0.00		27.06
305263	1	DURALAST IDLER/T Dayco Belt Tensioner SKU-000428859	66.59	33.29	0.00		33.29

Pay your bill online at AutoZonePro.com. If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total) **Total Core Bank: \$44.00**


Core #	Description	SKU	Qty	Core Date	Core Price
65-DLG	DURALAST GOLD BA	0037979527	12415	2022-11-21	22.00
HE-DLG	DURALAST GOLD BA	0037979428	12412	2022-11-21	22.00

Outstanding Cores over 3 days: \$44.00

MSDS can be ordered upon request.
The Shipper/Manufacturer is responsible for the customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

RMB: Saca

AR CREDIT 30834410570 ACKESG \$60.35 Subtotal \$60.35
Tax \$0.00
Total Due \$60.35

0037983913113022C

cmstinvc_EN_US_3.0.4.py

Total
\$17.13 2 1 of 1 \$60.35



Service is our best part!

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

City Of Jackson
 4225C Michael Avalon St
 Jackson, MS 39209
 Phone: (601) 960-2257
 Account ID: 9824513623

Sewer

REMIT:
 Advance Auto Parts
 AAP Financial Services
 P.O. Box 74-051
 Atlanta, GA 30374-0053

PO#: Mr Ford
 Date: 7/24/23
 Register: 4
 Store/Unit#:
 Internet Order #:

Invoice/Trans: 533320544850
 Time: 9:58:01AM
 Delivery: No
 Salesperson: Tiffany
 Submitter Name:

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
Motorcraft	DS563	COIL - IGNITION 1 EA.MTR	12417150	2 YR REPLACEMENT IF DEFECTIVE	6	121.34	60.67	364.02

MERCHANDISE SUBTOTAL 364.02
 TOTAL INVOICE 364.02
 Tender Type AAP Charge Account 3155 173878 364.02
 CHANGE 0.00



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



ETA Date: 7/05/2023
 ETA Time: 10:31 AM
 Zone: 01

SEWER MT.

Service is our best part!
 Store 9943 114 E McDowell Rd Jackson, MS 39204 Phone: (756) 209-6850
 Questions or feedback? Contact the Commercial Customer Support team
 at 1-877-280-5965 or email us at service@advanceautoparts.com

REMIT:
 Advance Auto Parts
 AAP Financial Services
 P.O. Box 742083
 Atlanta, GA 30374-2083

City Of Jackson
 4225C Micheal Avalon St
 Jackson, MS 39208
 Phone: (601) 960-2237
 Account ID: 9824613623

PO#: 89230292
 Date: 7/05/23
 Register: 6
 Store/Unit#: 6
 Internet Order #:

Invoice/Trans: 9943318654809
 Time: 5:31:51AM
 Delivery: Yes
 Salesperson: Simpson
 Payment Terms: Monthly
 Submitter Name:

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended	
2007 FORD F-150,5.4L V8 330CID .CC									
Dayco	E72419	RADIATOR HOSE 1 EA CQD/	10084418	1 YR REPLACEMENT IF DEFECTIVE	1	32.14	16.07	16.07	
FRAM Antifreeze	F301	FRAM ANT FS 1GL 1 EA FMA	12447463	REPLACE OR REFUND AT MGR DISCRETIC	3	32.28	16.14	46.42	
FRAM Antifreeze	F301	FRAM ANT FS 1GL 1 EA FMA	12447463	REPLACE OR REFUND AT MGR DISCRETIC	3	32.28	18.14	48.42	
Location: Store S09823					Qty: 3	TO Store: S09943			

*** In store payments on AAP Comm Credit accounts will be applied to oldest invoices by date. ***

MERCHANDISE SUBTOTAL

TOTAL INVOICE

Tender Type AAP Charge Account 3155 839212

CHANGE

117.91

112.91

(17.51)

0.00



DZQFX1GGVH14SL1BJV1B11NDH11BNR

William R. Self

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



Service is our best part!

Store 6333 2020 Raymond Rd JACKSON, MS 39204 Phone: (601) 376-0547
 Questions or feedback? Contact the Commercial Customer Support Team
 at 1-877-280-5865 or email us at service@advanceautoparts.com

City Of Jackson
 4225C Michael Avalon St
 Jackson, MS 39208
 Phone: (601) 960-2237
 Account ID: 9824613823

Sewer Maint

CEF

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

Customer Comment:
 Sewer Maintenance ~~STORM~~

PO#: 89230292
 Date: 7/14/23
 Register: 4
 Store/Unit#: 4
 Internet Order #: S05333-20230714114156071

Invoice/Trans: 5333319544720
 Time: 10:53:45AM
 Delivery: No
 Salesperson: Ladefean
 Payment Terms: Monthly
 Submitter Name: Eric Fox

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
Rain X	5066517	WASHER FLUID -25F 1 EA R	7150024	REPLACE OR REFUND AT MGR DISCRETIO	5	12.86	5.43	32.15

*** In store payments on AAP Comm Credit accounts will be applied to oldest invoices by date. ***

MERCHANDISE SUBTOTAL 32.15
 TOTAL INVOICE 32.15
 Tender Type AAP Charge Account 3155 276653 32.15
 CHANGE 0.00



02QGG12G241HXD1B4N

Core Bank Account Summary - Items 7 Balance 154.00 Advance Auto Parts reserves the right to charge for unreturned cores and/or discontinue core bank privileges at any time

Product Line	Part #	Description	Invoice/Trans.#	Date	Qty	Value	Days Out
DieHard Platinum AGM	AUX141	BTRY-PLATM AGM ATOCF 1 E	5333318444592	7/03/23	1	22.00	11
DieHard Platinum AGM	AUX141	BTRY-PLATM AGM ATOCF 1 E	5333318444592	7/03/23	1	22.00	11
DieHard Gold	682	BATTERY-GOLD 1 EA DH 1 E	5333319544718	7/14/23	5	110.00	0

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



Service is our best part!

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

City Of Jackson
 4225C Michael Avalon St
 Jackson, MS 39209
 Phone: (601) 950-2237
 Account ID: 9824813623

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

PC#: 99230292

Date: 7/20/23
 Register: 3
 Store/Unit#:
 Internet Order #:

Invoice/Trans: 9943320138143
 Time: 9:28:42AM
 Delivery: Yes
 Salesperson: Simpson

Submitter Name:

TK-618

WATER M/T

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
FRAM Conventional	F630	CONV OIL 10W30 1 QT 1 QT	12280508	REPLACE OR REFUND AT MGR DISCRET	11	11.94	5.97	85.67
FRAM Conventional	F630	CONV OIL 10W30 1 QT 1 QT	12280508	REPLACE OR REFUND AT MGR DISCRET	13	11.94	5.97	77.61
		Location: Store S05392	ETA: WILL CALL	Qty: 13	TO Store: S09643			

MERCHANDISE SUBTOTAL 143.28
 TOTAL INVOICE 143.28
 Tender Type AAP Charge Account 3155 474790 143.28
 CHANGE 0.00



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



5/21/23

PT - 654

Service is our best part!
 Store 9943 114 E McDowell Rd Jackson, MS 39204 Phone: (769) 209-6850
 Questions or feedback? Contact the Commercial Customer Support Team
 at 1-877-280-5955 or email us at service@advanceautoparts.com

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

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

PO#: 99230292
 Date: 8/14/23
 Register: 6
 Store/Unit#:
 Internet Order #:

Invoice/Trans: 9943322666427
 Time: 2:48:45PM
 Delivery: Yes
 Salesperson: Simpson

Submitter Name:

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
2008 FORD F-150,4.6L V8	281CID-CC	ALTERNATOR-NEW 1 EA CO	20210879	LIMITED LIFETIME REPLACEMENT	1	459.98	229.99	229.99
Carquest Professional	8443AN	CORE-ALTERNATOR RMFD	99990877		1		10.00	10.00
Carquest Professional	8443AN							239.99
								239.99
								239.99
								0.00

\$9,672.58



YTAL
 'OICE
 Type AAP Charge Account 3155 236576
 ANGE

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



Service is our best part!

Store 5333 2020 Raymond Rd JACKSON, MS 39204 Phone: (601) 376-0547
 Questions or feedback? Contact the Commercial Customer Support Team
 at 1-877-260-5665 or email us at service@advanceautoparts.com

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

This is a Police Invoice (see vehicle description-Dodge Durango)

Sewer

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

PO#: 99230292
 Date: 8/07/23
 Register: 4
 Store/Unit#:
 Internet Order #:

Invoice/Trans: 533321844993
 Time: 10:54:42AM
 Delivery: No
 Salesperson: Tiffany

Submitter Name:

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
2020 DODGE DURANGO,3.6L V6 220CID 3604CC								
Carquest Premium	11572A	ALTERNATOR-RMFD 1 EA C	10847288	LIMITED LIFETIME REPLACEMENT	1	787.50	393.75	363.75
Carquest Premium	11572A	Core_ALTERNATOR-RMFD 1	10863931				20.00	20.00

MERCHANDISE SUBTOTAL 413.75
 TOTAL INVOICE 413.75
 Tender Type AAP Charge Account 3155 598374 413.75
 CHANGE 0.00



D2CH212HKB1HX01B44

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



Southern Hose & Gasket of MS

www.southernhose.com

1958 Hwy 80 West
Jackson, MS 39284
601-922-9990

Remit: PO Box 7595
Jackson, MS 39284

Sales
Order

*Sewer M4
52220*

TIME: 08:55 05/08/23
CUSTOMER COPY 240958
SHIP TO:

CITY OF JACKSON

SOLD TO:

CITY OF JACKSON WALK IN
ACCOUNTS PAYABLE
P. O. BOX 17
JACKSON, MS

39205

TK-775

INVOICE# ORDER-DTE SALESPERS REQ-DATE
240958 MAY 08 2023 HOU

SHIP VIA
WILL CALL

SHIP AREA WGBT PGE

CUST# CUST PO NUMBER
TK120

DOC-REQ#
TK-775

SUB TERMS

FREIGHT TRMS FOB
01 1% 10 NET 30 PREPAID & AD ORIGIN

INSD SALES
CJ

LIN	OR	SHIP	BNOR	PRODUCT	UNIT DESCRIPTION	UNIT \$	EXTENDED
001 P	1	1		FIGMEND	EA 1 CRMP MENDER FOR HPBU SPOR	27.3130	27.31
002 P	1	1		ASSY CRARGE	EA CUT CRIMP AND ASSEMBLY	50.00	50.00

Richy Nelson

105586

SUB-TOTAL AMOUNT
SALES TAXES

77.31

TOTAL AMOUNT

77.31

THANK YOU FOR YOUR BUSINESS!

DUPLICATE



**Southern Hose
& Gasket of MS**

www.southernhose.com

4958 Hwy 80 West
Jackson, MS 39284
601-922-9990

Remit: PO Box 7595
Jackson, MS 39284

Sales
Order

SEWER MA

TIME: 10:28 06/26/23
CUSTOMER COPY 242362
SHIP TO:

SOLD TO:
CITY OF JACKSON WALK IN
ACCOUNTS PAYABLE
P. O. BOX 17
JACKSON, MS 39205

CITY OF JACKSON

INVCE# ORDER-DTE SALESPERS REQ-DATE SHIP VIA SHIP AREA WGHT PGE
242362 JUN 26 2023 HOU WILL CALL

CUST# CUST PO NUMBER DOC-REQ# SUB TERMS FREIGHT TRMS FOB INSD SALES
CIT120 TK-775 01 14 10 NET 30 PREPAID & AD ORIGIN CJ

LIN	OR'D	SHIP	BROR	PRODUCT	UNIT DESCRIPTION	UNIT \$	EXTENDED
001	P	1	1	FIGMEND	EA 1 CRMP MENDER FOR HPBU SPOR	27.3130	27.31
002	P	1	1	ASSY CHARGE	EA CUT CRIMP AND ASSEMBLY	50.00	50.00

SUB-TOTAL AMOUNT 77.31
SALES TAXES

TOTAL AMOUNT

77.31

THANK YOU FOR YOUR BUSINESS!

DUPLICATE



Southern Hose & Gasket of MS

www.southernhose.com

4958 Hwy 80 West
Jackson, MS 39284
601-922-9990

Remit: PO Box 7595
Jackson, MS 39284

Sales
Order

TIME: 14:47 07/05/23
CUSTOMER COPY 242597
SHIP TO:

SOLD TO:

CITY OF JACKSON WALK IN
ACCOUNTS PAYABLE
P. O. BOX 17
JACKSON, MS 39205

CITY OF JACKSON

SEWER Mfg

INVCE# ORDER-DTE SALESPERS REQ-DATE SHIP VIA SHIP AREA WGT PGE
242597 JUL 05 2023 HOU WILL CALL

CUST# CUST PO NUMBER TR-REQ# REQ#B TERMS FREIGHT TRMS FOB INSD SALES
CIT120 TR-775 01 14 10 NET 30 PREPAID 6 AD ORIGIN CJ

LINE	OR'D	SHIP	BROR	PROCES?	UNIT DESCRIPTION	UNIT \$	EXTENDED
001	P	1	1		EA 1 CRMP MENDER FOR HPBU SPOR	27.3130	27.31
002	P	1	1		EA CUT CRIMP AND ASSEMBLY	50.00	50.00

*Hose Reel
Front Hose
Repair*

SUB-TOTAL AMOUNT
SALES TAXES

77.31

TOTAL AMOUNT

77.31

THANK YOU FOR YOUR BUSINESS!

DUPLICATE



Southern Hose & Gasket of MS

www.southernhose.com

4958 Hwy 80 West
Jackson, MS 39284
601-922-9990

Remit: PO Box 7595
Jackson, MS 39284

Sales
Order

TIME: 11:54 07/05/23
CUSTOMER COPY 242589
SHIP TO:

SOLD TO:
CITY OF JACKSON WALK IN
ACCOUNTS PAYABLE
P. O. BOX 17
JACKSON, MS 39205

CITY OF JACKSON

SEWOT Mt

INVOICE# ORDER-DTE SALESPERS REQ-DATE SHIP VIA SHIP AREA WGT PGE
242589 JUL 05 2023 HOU WILL CALL

CUST# CUST PO NUMBER DOC-REF SOB TERMS FREIGHT TRMS FOB INSD SALES
CIT120 TK-775 01 1& 10 NET 30 PREPAID & AD ORIGIN CJ

LIN	OR'D	SHIP	BROR	PRODUCT	UNIT DESCRIPTION	UNIT \$	EXTENDED
001	P	1	1	F16NPT16	EA 1 CRIMP X 1 MALE NPT HPBW SPOR	19.0630	19.06
002	P	1	1	ASSY CHARGE	EA CUT CRIMP AND ASSEMBLY	50.00	50.00

SUB-TOTAL AMOUNT 69.06
SALES TAXES

TOTAL AMOUNT 69.06

THANK YOU FOR YOUR BUSINESS!

DUPLICATE

DEVINE EQUIPMENT

SEWER M.

P.O. Box 7179
Jackson, MS 39282
Phone (601)373-9531
Fax (601)373-9447
Visit us at:
www.devineyequipment.com

SOLD TO
J00220 CITY OF JACKSON
FINANCE DEPT
P O BOX 17
JACKSON, MS 39205

SHIP TO
RLM 93

Sold By: CHADMC PO #: 99230275
Ship By: Tax #:

Date 6/23/23 INVOICE

IV63857A

Tax	D	Qty	Description	Price	Amount
N		1	PARTS COUNTER KB K3111-56114 ASSY SEAT	711.09	711.09

Duplicate Invoice ("

** SUBTOTAL 711.09

X *William O. Sell*

Charge Sale

Phone: (601)960-1038

PAY THIS
AMOUNT

\$711.09

DEVINEY EQUIPMENT

P.O. Box 7179
Jackson, MS 39282
Phone (601)373-9531
Fax (601)373-9447

Visit us at:
www.devineyequipment.com

SOLD TO
J00220 CITY OF JACKSON
FINANCE DEPT
P O BOX 17
JACKSON, MS 39205

SHIP TO

SEWER Mt.

Sold By: CBEARD PO # 99230275
Ship By: Tax #:

Date 7/06/23 INVOICE

IV64220

Tax	D	Qty	Description	Price	Amount	
			PARTS COUNTER			
N		1	KB K3111-18012	BOLT, HEX (01-B	6.72	6.72
N		1	KB 75599-31925	NUT, CENTER 05-E	1.09	1.09
N		1	KB K3111-18050	SLEEVE 107-I	9.02	9.02
			** TOTAL PARTS COUNTER.		16.83	

MESSAGE
RLM-93
RLM-93, RLM-93 (RLM-93)

** SUBTOTAL 16.83

X *Walter R. Smith*

Charge Sale

Phone: (601)960-1038

PAY THIS
AMOUNT

\$16.83



SEWER

6130 I 55 N. Jackson, MS 39211
 Parts Direct: (601) 856-7008
 www.machaikjacksonford.com

THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS.

17:25	TERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER	17:25
1	11G 23	99238195	22 AUG 12	22 AUG 12	3114490	

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ACCOUNT NO. COJ
 CITY OF JACKSON
 PO BOX 17
 JACKSON, MS 39206
 (601) 960-1593

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PAGE 1 OF 1

W-COMP: FO=W

QTY	SHIP	RO	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT	
1	1	0	42381404404	AIR F	51.21	45.59	45.59	PARTS RETURN POLICY A copy of this invoice is required. A 10% restocking fee will apply. Cores must be returned in original box to receive credit. Purchases paid by check, must wait 10 business days for refund. Returned parts must be new, complete, and in original package. Parts that have been installed, or tested, are not eligible for return.
1	1	0	WSR6F	PLUG	8.24	8.24	8.24	
1	1	0	ST25-252	BELT	54.74	54.74	54.74	
			PS-100					
THANK YOU FROM ALL OF US AT MAC HAIK FORD					PARTS		108.57	
X					SUBLET		0.00	
					FREIGHT		0.00	
					SALES TAX		0.00	
					TOTAL		5108.57	

Customer Signature

CUSTOMER COPY



6130 155 N. Jackson, MS 39211
 Parts Direct: (601) 956-7008
 www.machaikjacksonford.com

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14-08
 DATE ENTERED 12 JUL 23 YOUR ORDER NO. 92230195 DATE SHIPPED 12 JUL 23 INVOICE DATE INVOICE NUMBER 3112211 14:08

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ACCOUNT NO. COJ
 CITY OF JACKSON
 PO BOX 17
 JACKSON, MS 39206
 (601) 960-1593

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PAGE 1 OF 1

SHIP VIA	SLSM	BL NO.	TERMS	F.O.B.			
DELIVER	4836	J CODE - W	W-COMP	JACKSON, MS			
ORD	SHIP	RC	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
2	2	0	WD1232	ST235 ZSOP	149.55	112.16	224.32
PICK UP FROM ATD PICK UP FROM ATD							
THANK YOU FROM ALL OF US AT MAC HAIK FORD							
PARTS							224.32
SUBLET							
FREIGHT							0.00
SALES TAX							0.00
TOTAL							224.32

PARTS RETURN POLICY
 A copy of this invoice is required.
 A 10% restocking fee will apply.
 Cores must be returned in original box to receive credit.
 Purchases paid by check, must wait 10 business days for refund.
 Returned parts must be new, complete, and in original package.
 Parts that have been installed, or tested, are not eligible for return.

Customer Signature: _____

CUSTOMER COPY



6130 155 N. Jackson, MS 39211
 Parts Direct: (601) 956-7008
 www.machaikjacksonford.com

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14:08
 DATE ENTERED 12 JUL 23 YOUR ORDER NO. 92230195 DATE SHIPPED 12 JUL 23 INVOICE DATE INVOICE NUMBER 3112211 14:08

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ACCOUNT NO. COJ
 CITY OF JACKSON
 PO BOX 17
 JACKSON, MS 39206
 (601) 960-1593

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PAGE 1 OF 1

SHIP VIA	SLSM	BL NO.	TERMS	F.O.B.			
DELIVER	4836	J CODE - W	W-COMP	JACKSON, MS			
ORD	SHIP	RC	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
2	2	0	WD1232	ST235 ZSOP	149.55	112.16	224.32
PICK UP FROM ATD PICK UP FROM ATD							
THANK YOU FROM ALL OF US AT MAC HAIK FORD							
PARTS							224.32
SUBLET							
FREIGHT							0.00
SALES TAX							0.00
TOTAL							224.32

Customer Signature: _____

\$224.32



sewer

6130155 N. Jackson, MS 39211
 Parts Direct: (801) 956-7008
 www.machaikjacksonford.com

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17:25
 DATE ENTERED 19 AUG 23 YOUR ORDER NO. 92381404404 DATE SHIPPED 22 AUG 23 INVOICE DATE 22 AUG 23 INVOICE NUMBER 3114489 17:25

SOLD TO ACCOUNT NO. COJ CITY OF JACKSON PO BOX 17 JACKSON, MS 39206 (601) 960-1593
 SHIP TO W-COMP: FO=W PAGE 1 OF 1

SHIP VIA	SLM	BL NO.	TERMS	FOB				
DELIVER	5036	NCODE - W	TERMS	JACKSON MS				
CRD	SHIP	BO	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT	
1	1	0	42381404404	AIR F	51.21	45.59	45.59	PARTS RETURN POLICY A copy of this invoice is required. A 10% restocking fee will apply. Cores must be returned in original Box to receive credit. Purchases paid by check, must wait 10 business days for refund. Returned parts must be new, complete, and in original package. Parts that have been installed, or tested, are not eligible for return.
1	1	0	WSR6F	PLUG	8.24	8.24	8.24	
1	1	0	ST265232	BELT	54.74	54.74	54.74	
PS-100								
THANK YOU FROM ALL OF US AT MAC HAIK FORD					PARTS		108.57	
X Customer Signature					SUBLET			
					FREIGHT		0.00	
					SALES TAX		0.00	
					TOTAL		3108.57	

CUSTOMER COPY



\$108.57

6130155 N. Jackson, MS 39211
 Parts Direct: (601) 956-7008
 www.machaikjacksonford.com

THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE PARTICULAR PURPOSE AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS.

17:25
 DATE ENTERED 19 AUG 23 YOUR ORDER NO. 92381404404 DATE SHIPPED 22 AUG 23 INVOICE DATE 22 AUG 23 INVOICE NUMBER 3114489 17:25

SOLD TO ACCOUNT NO. COJ CITY OF JACKSON PO BOX 17 JACKSON, MS 39206 (601) 960-1593
 SHIP TO W-COMP: FO=W PAGE 1 OF 1

SHIP VIA	SLM	BL NO.	TERMS	FOB				
DELIVER	5036	NCODE - W	TERMS	JACKSON MS				
CRD	SHIP	BO	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT	
1	1	0	42381404404	AIR F	51.21	45.59	45.59	PARTS RETURN POLICY A copy of this invoice is required. A 10% restocking fee will apply. Cores must be returned in original Box to receive credit. Purchases paid by check, must wait 10 business days for refund. Returned parts must be new, complete, and in original package. Parts that have been installed, or tested, are not eligible for return.
1	1	0	WSR6F	PLUG	8.24	8.24	8.24	
1	1	0	ST265232	BELT	54.74	54.74	54.74	
PS-100								
THANK YOU FROM ALL OF US AT MAC HAIK FORD					PARTS		108.57	
X Customer Signature					SUBLET			
					FREIGHT		0.00	
					SALES TAX		0.00	
					TOTAL		3108.57	



6130155 N. Jackson, MS 39211
 Parts Direct: (601) 956-7008
 www.machaikjacksonford.com

THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS.

14:18
 DATE ENTERED 29 SEP 23 YOUR ORDER NO. 99230384 DATE SHIPPED 29 SEP 23 INVOICE DATE INVOICE NUMBER 3116850 14:18

SOLD TO ACCOUNT NO. COJ CITY OF JACKSON PO BOX 17 JACKSON, MS 39206 (601)960-1593
 SHIP TO W-COMP: FO=W PAGE 1 OF 1

SHIP VIA	SLSM	BL NO.	TERMS	F.O.B.				
PICKUP-FC	5036	NCODE - W	TERMS	JACKSON, MS				
ORD	SHIP	QTY	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT	PARTS RETURN POLICY
1	1	0	68425212AB	BLOCK	91.50	91.50	91.50	
THANK YOU FROM ALL OF US AT MAC HAIK FORD							PARTS 91.50 SUBLET 0.00 FREIGHT 0.00 SALES TAX 0.00 TOTAL \$91.50	PARTS RETURN POLICY A copy of this invoice is required. A 10% restocking fee will apply. Cores must be returned in original box to receive credit. Purchases paid by check, must wait 10 business days for refund. Returned parts must be new, complete, and in original package. Parts that have been installed, or tested, are not eligible for return.
X Customer Signature								

CUSTOMER COPY



6130155 N. Jackson, MS 39211
 Parts Direct: (601) 956-7008
 www.machaikjacksonford.com

\$91.50

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14:18
 DATE ENTERED 29 SEP 23 YOUR ORDER NO. 99230384 DATE SHIPPED 29 SEP 23 INVOICE DATE INVOICE NUMBER 3116850 14:18

S ACCOUNT NO. COJ CITY OF JACKSON PO BOX 17 JACKSON, MS 39206 (601)960-1593
 SHIP TO W-COMP: FO=W PAGE 1 OF 1

SHIP VIA	SLSM	BL NO.	TERMS	F.O.B.				
PICKUP-FC	5036	NCODE - W	TERMS	JACKSON, MS				
ORD	SHIP	QTY	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT	PARTS RETURN POLICY
1	1	0	68425212AB	BLOCK	91.50	91.50	91.50	
THANK YOU FROM ALL OF US AT MAC HAIK FORD							PARTS 91.50 SUBLET 0.00 FREIGHT 0.00 SALES TAX 0.00 TOTAL \$91.50	PARTS RETURN POLICY A copy of this invoice is required. A 10% restocking fee will apply. Cores must be returned in original box to receive credit. Purchases paid by check, must wait 10 business days for refund. Returned parts must be new, complete, and in original package. Parts that have been installed, or tested, are not eligible for return.
X Customer Signature								



6130 155 N. Jackson, MS 39211
 Parts Direct: (601) 956-7008
 www.machaikjacksonford.com

Bill

THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE PARTICULAR PURPOSE AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS.

17:25
 DATE ENTERED 19 AUG 23 YOUR ORDER NO. 89230795 DATE SHIPPED 22 AUG 23 INVOICE DATE 22 AUG 23 INVOICE NUMBER 3114492 17:25

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ACCOUNT NO. COJ
 CITY OF JACKSON
 PO BOX 17
 JACKSON, MS 39206
 (601)960-1593

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PAGE 1 OF 1

SHIP VIA	DELIVERED	SLSM	BL NO.	NCODE	TERMS	F.O.B.	
		5036		W	W-COMP:	JACKSON, MS	
ORC	SHIP	RO	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
1	1	0	42383587700	HOSE	21.25	21.25	21.25
1	1	0	42381200603	CARBU	129.74	129.74	129.74
1	1	0	3500514	FILE	14.99	14.99	14.99
							PS-93
THANK YOU FROM ALL OF US AT MAC HAIK FORD							PARTS 165.98 SUBLET FREIGHT 0.00 SALES TAX 0.00 TOTAL \$165.98

PARTS RETURN POLICY
 A copy of this invoice is required
 A 10% restocking fee will apply.
 Cores must be returned in Original Box to receive credit
 Purchases paid by check, must wait 10 business days for refund.
 Returned parts must be new, complete, and in original package.
 Parts that have been installed, or tested, are not eligible for return.

CUSTOMER COPY



6130 155 N. Jackson, MS 39211
 Parts Direct: (601) 956-7008
 www.machaikjacksonford.com

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17:25
 DATE ENTERED 19 AUG 23 INVOICE DATE 22 AUG 23 INVOICE NUMBER 3114492 17:25

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ACCOUNT NO. COJ
 CITY OF JACKSON
 PO BOX 17
 JACKSON, MS 39206
 (601)960-1593

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PAGE 1 OF 1

SHIP VIA	DELIVERED	SLSM	BL NO.	NCODE	TERMS	F.O.B.	
		5036		W	W-COMP:	JACKSON, MS	
ORC	SHIP	RO	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
1	1	0	42383587700	HOSE	21.25	21.25	21.25
1	1	0	42381200603	CARBU	129.74	129.74	129.74
1	1	0	3500514	FILE	14.99	14.99	14.99
							PS-93
THANK YOU FROM ALL OF US AT MAC HAIK FORD							PARTS 165.98 SUBLET FREIGHT 0.00 SALES TAX 0.00 TOTAL \$165.98

\$165.98



6130155 N. Jackson, MS 39211
 Parts Direct: (601) 956-7008
 www.machalkjacksonford.com

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DATE ENTERED 26 SEP 23	YOUR ORDER NO. SUV163	DATE SHIPPED 27 SEP 23	INVOICE DATE 27 SEP 23	INVOICE NUMBER 3116579	08:47
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ACCOUNT NO. COJ
 CITY OF JACKSON
 PO BOX 17
 JACKSON, MS 39206
 (601)960-1593

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PAGE 1 OF 1

SHP VIA DELIVERY		BLSN 4054	BL NO.	ECODE - W	TERMS W-COMP: FO-W	FOR JACKSON, MS	
ORD	SHIP	RO	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
1	1	0	134296720590	FOG L ZSOR	160.49	160.49	160.49
THANK YOU FROM ALL OF US AT MAC HAIK FORD					PARTS SUBLET FREIGHT SALES TAX		160.49 0.00 0.00
X Customer Signature					TOTAL		\$160.49

PARTS RETURN POLICY
 A copy of this invoice is required.
 A 10% restocking fee will apply.
 Cores must be returned in original box to receive credit.
 Purchases paid by check, must wait 10 business days for refund.
 Returned parts must be new, complete, and in original package.
 Parts that have been installed, or tested, are not eligible for refund.

CUSTOMER COPY



6130155 N. Jackson, MS 39211
 Parts Direct: (601) 956-7008
 www.machalkjacksonford.com

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DATE ENTERED 26 SEP 23	YOUR ORDER NO. SUV163	DATE SHIPPED 27 SEP 23	INVOICE DATE 27 SEP 23	INVOICE NUMBER 3116579	08:47
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ACCOUNT NO. COJ
 CITY OF JACKSON
 PO BOX 17
 JACKSON, MS 39206
 (601)960-1593

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PAGE 1 OF 1

SHP VIA DELIVERY		BLSN 4954	BL NO.	ECODE - W	TERMS W-COMP: FO=N	FOR JACKSON, MS	
ORD	SHIP	RO	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
1	1	0	134296720590	FOG L ZSOR	160.49	160.49	160.49
THANK YOU FROM ALL OF US AT MAC HAIK FORD					PARTS SUBLET FREIGHT SALES TAX		160.49 0.00 0.00
X Customer Signature					TOTAL		\$160.49

\$160.49



6130155 N. Jackson, MS 39211
 Parts Direct: (601) 956-7008
 www.machaikjacksonford.com

W-Comp

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13:23

DATE ENTERED 15 JUN 23	YOUR ORDER NO. FOX	DATE SHIPPED 15 JUN 23	INVOICE DATE	INVOICE NUMBER 3110894	13:23
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ACCOUNT NO. COJ
 CITY OF JACKSON
 PO BOX 17
 JACKSON, MS 39206
 (601)960-1593

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PAGE 1 OF 1

SHIP VIA DELIVER	SLSM 4953	BL NO JC CODE - W	TERMS W-COMP:	FOB FO=W	JACKSON, MS			
ORD	SLIP	EQ	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT	PARTS RETURN POLICY A copy of this invoice is required; A 10% restocking fee will apply. Cores must be returned in original Box to receive credit. Purchases paid by check, must wait 10 business days for refund. Returned parts must be new, complete, and in original package. Parts that have been installed, or tested, are not eligible for return.
4	4	0	26744	24576	50.00	50.00	200.00	
THANK YOU FROM ALL OF US AT MAC HAIK FORD				PARTS			200.00	
X				SUBLET			0.00	
				FREIGHT			0.00	
				SALES TAX			16.00	
				TOTAL			216.00	

CUSTOMER COPY



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 Parts Direct: (601) 956-7008
 www.machaikjacksonford.com

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13:23

DATE ENTERED 15 JUN 23	YOUR ORDER NO. FOX	DATE SHIPPED 15 JUN 23	INVOICE DATE	INVOICE NUMBER 3110894	13:23
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ACCOUNT NO. COJ
 CITY OF JACKSON
 PO BOX 17
 JACKSON, MS 39206
 (601)960-1593

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PAGE 1 OF 1

\$216.00

SHIP VIA DELIVER	SLSM 4953	BL NO JC CODE - N	TERMS W-COMP:	FOB FO=W	JACKSON, MS			
ORD	SLIP	EQ	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT	
4	4	0	26744	24576	50.00	50.00	200.00	
THANK YOU FROM ALL OF US AT MAC HAIK FORD				PARTS			200.00	
X				SUBLET			0.00	
				FREIGHT			0.00	
				SALES TAX			16.00	
				TOTAL			216.00	



6130155 N. Jackson, MS 39211
 Parts Direct: (601) 956-7008
 www.machalkjacksonford.com

Seven

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09:59
 DATE ENTERED: 29 SEP 23 YOUR ORDER NO.: TR-243 DATE SHIPPED: 29 SEP 23 INVOICE DATE: 29 SEP 23 INVOICE NUMBER: 3116810 09:59

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ACCOUNT NO. COJ
 CITY OF JACKSON
 PO BOX 17
 JACKSON, MS 39206
 (601)960-1593

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PAGE 1 OF 1

SHIP VIA	SLSM	PL NO.	TERMS	F.O.B.			
DELIVERY	4554	ECODE - W	W-COMP:	JACKSON, MS			
ORD	SHIP	RO	DESCRIPTION	LIST	NET	AMOUNT	
		1406H1251	ST235 ZSOP	98.14	98.14	196.28	
THANK YOU FROM ALL OF US AT MAC HAIK FORD						PARTS RETURN POLICY	
X						A copy of this invoice is required.	
Customer Signature						A 10% restocking fee will apply.	
						Copies must be returned in original box to receive credit.	
						Purchases paid by check, must wait 10 business days for refund.	
						Returned parts must be new, complete, and in original package.	
						Parts that have been installed, or tested, are not eligible for return.	
						PARTS 196.28	
						FREIGHT 0.00	
						SALES TAX	
						TOTAL 5196.28	

CUSTOMER COPY



6130155 N. Jackson, MS 39211
 Parts Direct: (601) 956-7008
 www.machalkjacksonford.com

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09:59
 DATE ENTERED: 29 SEP 23 YOUR ORDER NO.: TR-243 DATE SHIPPED: 29 SEP 23 INVOICE DATE: 29 SEP 23 INVOICE NUMBER: 3116810 09:59

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ACCOUNT NO. COJ
 CITY OF JACKSON
 PO BOX 17
 JACKSON, MS 39206
 (601)960-1593

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PAGE 1 OF 1

SHIP VIA	SLSM	PL NO.	TERMS	F.O.B.			
DELIVERY	4554	ECODE - W	W-COMP:	JACKSON, MS			
ORD	SHIP	RO	DESCRIPTION	LIST	NET	AMOUNT	
		1406H1251	ST235 ZSOP	98.14	98.14	196.28	
THANK YOU FROM ALL OF US AT MAC HAIK FORD						PARTS RETURN POLICY	
X						A copy of this invoice is required.	
Customer Signature						A 10% restocking fee will apply.	
						Copies must be returned in original box to receive credit.	
						Purchases paid by check, must wait 10 business days for refund.	
						Returned parts must be new, complete, and in original package.	
						Parts that have been installed, or tested, are not eligible for return.	
						PARTS 196.28	
						FREIGHT 0.00	
						SALES TAX 0.00	
						TOTAL 5196.28	

\$196.28



6130 155 N. Jackson, MS 39211
 Parts Direct: (801) 956-7008
 www.machaikjacksonford.com

Server

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08:47

DATE ENTERED 26 SEP 23	YOUR ORDER NO. SUV163	DATE SHIPPED 27 SEP 23	INVOICE DATE 27 SEP 23	INVOICE NUMBER 3116580	08:47
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ACCOUNT NO. COJ
 CITY OF JACKSON
 PO BOX 17
 JACKSON, MS 39206
 (601)960-1593

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PAGE 1 OF 1

SHIP VIA DELIVERY	BLSN 4954	BL NO. ECODE - W	TERMS W-COMP:	F.O.B. FO=W	JACKSON, MS			
QTY	SHIP	P.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT	PARTS RETURN POLICY A copy of this invoice is required. A 10% restocking fee will apply. Coros must be returned in original Box to receive credit. Purchases paid by check must wait 10 business days for refund. Returned parts must be new, complete, and in original package. Parts that have been installed, or tested, are not eligible for return.
1	1	0	323957783843	GRILL ZSOP	87.12	87.12	87.12	
THANK YOU FROM ALL OF US AT MAC HAIK FORD							PARTS 87.12	
X							SUBLET 0.00	
Customer Signature							SALES TAX 0.00	
							TOTAL 87.12	

CUSTOMER COPY



\$87.12

6130 155 N. Jackson, MS 39211
 Parts Direct: (801) 956-7008
 www.machaikjacksonford.com

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08:47

DATE ENTERED 26 SEP 23	YOUR ORDER NO. SUV163	DATE SHIPPED 27 SEP 23	INVOICE DATE 27 SEP 23	INVOICE NUMBER 3116580	08:47
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ACCOUNT NO. COJ
 CITY OF JACKSON
 PO BOX 17
 JACKSON, MS 39206
 (601)960-1593

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PAGE 1 OF 1

SHIP VIA DELIVERY	BLSN 4954	BL NO. ECODE - W	TERMS W-COMP:	F.O.B. FO=W	JACKSON, MS			
QTY	SHIP	P.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT	PARTS RETURN POLICY A copy of this invoice is required. A 10% restocking fee will apply. Coros must be returned in original Box to receive credit. Purchases paid by check must wait 10 business days for refund. Returned parts must be new, complete, and in original package. Parts that have been installed, or tested, are not eligible for return.
1	1	0	323957783843	GRILL ZSOP	87.12	87.12	87.12	
THANK YOU FROM ALL OF US AT MAC HAIK FORD							PARTS 87.12	
X							SUBLET 0.00	
Customer Signature							SALES TAX 0.00	
							TOTAL 87.12	



Sewer Mt

6130155 N. Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machaikjacksonford.com

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11-06

DATE ENTERED 24 JUN 03	CON ORDER NO. TK772	DATE SHIPPED 22 JUN 03	INVOICE DATE 22 JUN 03	INVOICE NUMBER 3111609	11:06
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SOLD TO

ACCOUNT NO. C01
CITY OF JACKSON
PO BOX 17
JACKSON, MS 39206
(601) 960-1593

SHIP TO

PAGE 1 OF 1

SHIP VIA	SLIP	EA NO	TERMS	PO-N	LOC
BICKER-IT	495	POWAS	POWAS	JACKSON, MS	

ADD	SHIP	RO	PART NUMBER	DESCRIPTION	NET	NET	AMOUNT
6	6	0	86203	225/7 ZSOP	195.00	157.25	943.50

30 DAY RETURN POLIC
PAINTED PARTS ARE
NON-RETURNABLE

PARTS RETURN POLICY

- A copy of this invoice is required.
- A 10% restocking fee will apply.
- Cores must be returned in original box to receive credit.
- Purchases Paid by check, must wait 10 business days for refund
- Returned parts must be new, complete, and in original package.
- Parts that have been installed, or tested, are not eligible for return.

THANK YOU FROM ALL OF US AT
MAC HAIK FORD

X *William O. Sell*
Customer Signature

PARTS	943.50
SUBT	0.00
FREIGHT	0.00
SALES TAX	0.00
TOTAL	943.50

CUSTOMER COPY



Birmingham, AL 35233
(800) 501-0757

3186 US Highway 231 North
Shelbyville, TN 37160
(615) 696-7066

Mobile, AL 38618
(800) 435-3044

2601 South Stone Mountain Lithonia Road
Stonecresk, GA 30058
(706) 685-6900

Ship To: City of Jackson
4225 Michael Avalon St.
Bldg C
Jackson MS. 39209

Handwritten signature

Invoice To: CITY OF JACKSON, MS
PO BOX 17
JACKSON MS 39205

Attention: CASITA BRITTAIN

Branch MOBILE		
Date 06/02/23	Time 23:01:33 (B)	Page 02
Account No JACKS001	Phone No 6019601868	Inv No W02481
Ship Via UPS RED	Purchase Order 99230110	
Tax ID No		
Salesperson KPL / KPL		

SERVICE INVOICE

STK#/FLEET#	HRS	PIN/EIN	WARRANTY DATE	HRS
6755		X 0905V11755	06/03/14	
717		160600 TK717		
10400000				
SEGMENT TOTAL=>				4315.23

***** WORK ORDER TOTALS *****

PARTS	836.73
LABOR	1678.50
SUBLET	1800.00
SHOP FUEL	282.00
SHOP SUPPLIES	16.73
TOTAL PRICE	4613.96

6/2/23HA

Please remit payment to: PO Box 938, Birmingham, AL 35201

X

Received By

Check us out online at: www.secequip.com

Sanicom Equipment Company | @secequipment

Thank You For Your Business!



Birmingham, AL 35233
 (800) 501-0757
 3196 US Highway 231 North
 Shelbyville, TN 37160
 (615) 696-7066

Mobile, AL 36618
 (800) 435-3044
 2601 South Stone Mountain Lithonia Road
 Stonecrest, GA 30058
 (706) 685-6900

Ship To: CITY OF JACKSON
 4225-B MICHAEL AVALON STREET
 JACKSON MS 39209

Sewer

Invoice To: CITY OF JACKSON, MS
 PO BOX 17
 JACKSON MS 39205

Attention: DAVID BELL

Branch		
MOBILE	*REPRINT* CANNYY	
Date	Time	Page
08/08/23	11:35:08 (O)	01
Account No	Phone No	Inv No
JACKS001	6019601868	P04945
Ship Via	Purchase Order	
UPS	99230357	
Tax ID No		
		Salesperson
		KPJ / KPJ

PARTS INVOICE

ORDER#: 004635

Part#	Description	Bin	ORD	ISS	SHE	B/O	UTTTT	Price	Amount
41270-30	CLAMP - 3	0200427	2	2	2			155.03	310.06
16362C-30	NUT, HEX JAM, 1-2	0200427	2	2		RETAIL		.68	
					2			.60	1.20
	NUT, HEX JAM, 1-2/13, GR2, Z/C								
41274-30	SET SCREW 1/2-1	0200427	2	2		RETAIL		9.79	
					2			8.72	17.44
	SET SCREW 1/2-13NC X 3								
FRT	FREIGHT		1	1	1			22.61	22.61
TS0808								TOTAL PRICE	351.31

Please remit payment to: PO Box 938, Birmingham, AL 35201

X _____
 Received By

Check us out online at: www.secequip.com

Sanson Equipment Company | @secequipment

Thank You For Your Business!

1161 Weems Street
Jackson, MS 39208
350 S. Industrial Parkway
Highway 3
Yazoo City, MS 39184
1120 East Third Street
Yazoo City, MS 39174

Invoice No 495649

AUTHORIZED		DATE 3-15-23																					
VEHICLE MAKE/MODEL Ford F150	YEAR	COLOR																					
UNIT PROBLEM:	MILEAGE	LOADED																					
ORIGINATION: Dev. Hwy / Clinton, MS																							
DESTINATION: CJ Garage Sewer Yard Jackson, MS																							
DRIVER #		UNIT #																					
VIN #																							
TOW	LICENSE	STATE																					
MILEAGE	NUMBER																						
TOTAL	RO #																						
MILEAGE																							
PAYOR: CITY OF JACKSON																							
ADDRESS																							
PHONE #																							
OWNER NAME																							
ADDRESS																							
PHONE #																							
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE/CARD																							
<table border="1"> <tr> <td>DATE</td> <td>AMOUNT</td> <td>DESCRIPTION</td> <td></td> </tr> <tr> <td></td> <td></td> <td>SALES TAX</td> <td></td> </tr> <tr> <td></td> <td></td> <td>SALES TAX</td> <td></td> </tr> <tr> <td></td> <td></td> <td>TAX</td> <td></td> </tr> <tr> <td></td> <td></td> <td>TOTAL DUE</td> <td>\$ 91.00</td> </tr> </table>				DATE	AMOUNT	DESCRIPTION				SALES TAX				SALES TAX				TAX				TOTAL DUE	\$ 91.00
DATE	AMOUNT	DESCRIPTION																					
		SALES TAX																					
		SALES TAX																					
		TAX																					
		TOTAL DUE	\$ 91.00																				
I hereby certify the company specified above to own this vehicle and acknowledge that said company will not be responsible for personal injuries or loss of life or theft.																							
ACCEPTED: X																							

MAIN OFFICE ADDRESS: 1161 Weems Street • Jackson, Mississippi 39208
(601) 999-3144 • TDD: 738-9566 • Fax (601) 999-0600

SE BY MF.



**MID-SOUTH
Machinery, Inc.**

Sewer

Jackson, MS 39204
(601) 948-6740 • Fax: (601) 353-8311

(Logan City, WATS) 1-800-(314)-1205 • 1-800-898-0045 (MS WATS)

MAINTENANCE
P.O. Box 6076
Jackson, MS 39280

Account# 21562	Work Ord 19587	Br 001	Sls 1	W O R K O R D E R I N V O I C E	Date 02-15-23	Invoice # 00121759	Page 2
-------------------	-------------------	-----------	----------	--	------------------	-----------------------	-----------

Sold To: 000
CITY OF JACKSON
P O BOX 17
ATTN ACCOUNTS PAYABLE
JACKSON MS 39205

Ship To:
CITY OF JACKSON
P O BOX 17
ATTN ACCOUNTS PAYABLE
JACKSON MS 39205
Ship Via:

Purchase order A PE RIODIS NOT A PO!!!!	Date 01-19-23	Job Number	Job Contact
--	------------------	------------	-------------

!!!! WE THANK YOU FOR YOUR BUSINESS !!!!

Seg# 000 Mfr:HY Model:HL757-9 S/N:RLM01LB0000119 Meter: 4528
Equip ID:

Service call to City of Jackson shop operator stated that machine would not start.
Check the batteries and found batteries bad, remove batteries go get new batteries.
Service call back to job site install 2 new batteries start machine check operation and found to be ok.

		TECHNICIAN - HYUNDAI	450.00
2	HS-4D-1050	COMMERCIAL BATTE	241.54
48	MILEAGE INCOME #3 (RG)		3.00
			144.00
Total for segment			1,077.08

Total parts 483.08 Total labor 450.00 Total misc 144.00
Sub Total 1,077.08
NT NON TAXABLE 0.00
Sales Tax Number - ON FILE

Customer Signature

NO PARTS RETURNS 30 DAYS FROM DATE OF PURCHASE
NO PARTS RETURNS ON ELECTRICAL & SPECIAL ORDERS
CREDIT CARD PURCHASES INCUR A 3.5 PERCENT CHARGE
TRANSACTION AMOUNT. SURCHARGE DOES NOT APPLY
TO DEBIT CARDS

Amount Due
Due By:
02/25/23

1,077.08



MID-SOUTH
Machinery, Inc.

Sewer

Jackson, MS 39204
(601) 948-6740 • Fax: (601) 353-8311

(Outside State WATS) 1-800-634-1205 • 1-800-898-0045 (MS WATS)

MAILING INSTRUCTIONS:
P.O. Box 6076
Jackson, MS 39260

Account#	Work Ord	Br	Sl#
21562	19567	001	1

**WORK ORDER
INVOICE**

Date	Invoice #	Page
12-22-22	00121507	2

Sold To: 000
CITY OF JACKSON
P O BOX 17
ATTN ACCOUNTS PAYABLE
JACKSON MS 39205

Ship To:
CITY OF JACKSON
P O BOX 17
ATTN ACCOUNTS PAYABLE
JACKSON MS 39205
Ship Via:

Purchase order	Date	Job Number	Job Contact
99230308	12-21-22		

!!!! WE THANK YOU FOR YOUR BUSINESS !!!!

Seg# 000 Mfr:HY Model:HL757-9 S/N:HHIHLMO1LB0000119 Meter: 4506
Equip ID:T237

Dismount tires and mount new tires on Unit # T237
1 TIRE REPAIR 742.72 742.72
Total for segment 742.72

Total parts 0.00 Total labor 0.00 Total misc 742.72
Sub Total 742.72
NT NON TAXABLE 0.00
Sales Tax Number - ON FILE

Customer Signature

NO PARTS RETURNS 30 DAYS FROM DATE OF PURCHASE
NO PARTS RETURNS ON ELECTRICAL & SPECIAL ORDERS
CREDIT CARD PURCHASES INCUR A 3.5 PERCENT CHARGE
TRANSACTION AMOUNT. SURCHARGE DOES NOT APPLY
TO DEBIT CARDS

Amount Due
Due By:
01/01/23

742.72



MID-SOUTH
Machinery, Inc.

Seven

Jackson, MS 39204
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(Out-of-State VATS) 1-800-634-1285 • 1-800-898-0045 (MS VATS)

MAURERMITTANREZOS
P.O. Box 6076
Jackson, MS 39268

Account#	Order #	Brn	Sls
21595M	201252	001	12

R E N T A L R E T U R N
I N V O I C E

Date	Invoice #	Page
09-14-22	00120881	1

Sold To: 000
CITY OF JACKSON
P O BOX 17

JACKSON MS 39205

Ship To:
CITY OF JACKSON
P O BOX 17
SANITARY SEWER DIVISION

JACKSON MS 39205
Ship Via 03191624

Entered By 439mark	Customer Purchase Order 21001622-00	Customer Contact DANIEL THOMAS	Ord Date 04-23-21
Model	Serial Number	Equip ID	Customer Job # Customer Phone # 601-960-1168

Ord Ship B/O Part Number Description Unit Price UM Extended

!!!! WE THANK YOU FOR YOUR BUSINESS !!!!

1	Id# 03191624	FROM: 12-03-21	THRU: 09-12-22	284	Days
	Model-210X4EX	Serial#-210Q7NKHEX1624			
	48" BUCKET, AUX HYDRAULICS				
	mtr in: 315	mtr out: 138mtr used:	177	4,950.00	
	Sub Total			4,950.00	

NT Sales Tax Number - 0.00

Customer Signature

NO PARTS RETURNS 30 DAYS FROM DATE OF PURCHASE
NO PARTS RETURNS ON ELECTRICAL &
SPECIAL ORDER PARTS

Total Invoice
Due By: 4,950.00
10/14/22



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Seuser

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233-490718

CV

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Invoice #



02330490718

Charge Station: MGR

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200 S PRESIDENT ST

PO # 99230237
Date: 12/9/2022

Page #1

Time: 9:58:33

Counterman: KMS

Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
			2011 FORD RANGER PICKUP 4-140 2.3L DOHC					
1		Atty, RK80054 pt733	CONTRL ARM W/BALL JT	0.00	96.96	64.64	64.64	N

Qty	Freight	Laber	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
1	0.00	0.00	-0.00	0.00	96.96	64.64	0.00 0.00

Sign up for promotions at www.btbauto.com

Pay This Amount: \$64.64 BC



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Charge Station: MGR

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PO # 99230237
Date: 12/9/2022

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Time: 9:58:33

Counterman: KMS

Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
			2011 FORD RANGER PICKUP 4-140 2.3L DOHC					
1		MOG RK80054 pt733	CONTRL ARM W/BALL JT	0.00	96.96	64.64	64.64	N

Qty	Freight	Laber	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
1	0.00	0.00	-0.00	0.00	96.96	64.64	0.00 0.00

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Invoice # 02330490699

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Time: 9:13:17
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Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
			2012 JEEP TRUCK LIBERTY V6-226 3.7L SOHC					
1	WAG	PC1327	F CERAMIC PADS	0.00	90.00	60.00	60.00	N
1	WAG	PC1274	R CERAMIC PADS	0.00	72.00	48.00	48.00	N

suv60

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	-0.00	0.00	162.00	108.00	0.00	0.00

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Date: 12/9/2022

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Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
			2012 JEEP TRUCK LIBERTY V6-226 3.7L SOHC					
1	WAG	PC1327	F CERAMIC PADS	0.00	90.00	60.00	60.00	N
1	WAG	PC1274	R CERAMIC PADS	0.00	72.00	48.00	48.00	N

suv60

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	-0.00	0.00	162.00	108.00	0.00	0.00

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233-490600
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02330490600

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Date: 12/8/2022

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Time: 12:10:14
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
2011 FORD RANGER PICKUP 4-140 2.3L DOHC								
1	MTC	BXT-59	36 MONTH WET BATTERY	15.00	208.73	139.15	154.15	N
1	MTC	FA-1744	AIR FILTER	0.00	22.92	15.28	15.28	N
1	MTC	FG-1036	FUEL FILTER	0.00	84.92	56.61	56.61	N
1	ATP	B-158	A/T FILTER KIT	0.00	49.62	33.08	33.08	N
2	MTC	MCSOE55	LOWER BALL JOINT	0.00	78.20	52.13	104.26	N
2	MTC	WW1803PF	FLAT WIPER BLADE	0.00	18.08	12.05	24.10	N
4	MTC	SP541A	SUPPRESSOR SPRK PLUG	0.00	11.72	7.81	31.24	N
1	MTC	WR-6059	TAILOR RES WIRES	0.00	51.18	34.12	34.12	N

Continued Next Page

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PO # 99230237
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
2011 FORD RANGER PICKUP 4-140 2.3L DOHC								
1	MTC	BXT-59	36 MONTH WET BATTERY	15.00	208.73	139.15	154.15	N
1	MTC	FA-1744	AIR FILTER	0.00	22.92	15.28	15.28	N
1	MTC	FG-1036	FUEL FILTER	0.00	84.92	56.61	56.61	N
1	ATP	B-158	A/T FILTER KIT	0.00	49.62	33.08	33.08	N
2	MTC	MCSOE55	LOWER BALL JOINT	0.00	78.20	52.13	104.26	N
2	MTC	WW1803PF	FLAT WIPER BLADE	0.00	18.08	12.05	24.10	N
4	MTC	SP541A	SUPPRESSOR SPRK PLUG	0.00	11.72	7.81	31.24	N
1	MTC	WR-6059	TAILOR RES WIRES	0.00	51.18	34.12	34.12	N

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200 S PRESIDENT ST

PO # 99230237
Date: 12/8/2022

Page #2
Time: 12:10:14
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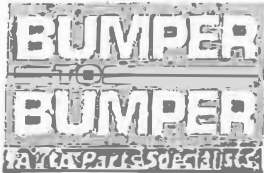
JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
		PT733						

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
13	0.00	0.00	-0.00	15.00	656.81	452.84	0.00	0.00

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Pay This Amount: \$452.84 BC



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Invoice # 02330490600

Charge Station: MGR

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200 S PRESIDENT ST

PO # 99230237
Date: 12/8/2022

Page #2
Time: 12:10:14
Counterman: KMS
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
		PT733						

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
13	0.00	0.00	-0.00	15.00	656.81	452.84	0.00	0.00

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233-489776

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Invoice # 02330489776

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CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230151
Date: 11/50/2022

Page #1
Time: 12:07:44
Counterman: KMS
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
1	MTM PT634	82540	PWR STEER. SEAL. WA	-0.00	6.05	4.03	4.03	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	-0.00	0.00	6.05	-4.03	0.00	0.00

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Invoice # 02330489776

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PO # 99230151
Date: 11/30/2022

Page #1
Time: 12:07:44
Counterman: KMS
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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
1	MTM PT634	82540	PWR STEER. SEAL. WA	0.00	6.05	4.03	4.03	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	-0.00	0.00	6.05	-4.03	0.00	0.00

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233-487847

CITY OF JACKSON

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This is a Police Invoice (see vehicle description-Dodge Durango)

2350139 (601)960-1592

Invoice # 02330487847

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99-23-0140
Date: 11/8/2022

Page #1
Time: 8:55:17
Counterman: MK
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
2011 DODGE DAKOTA V6-226 3.7L SOHC								
PR	1	BKP BK708711	PERFECTSTOP BRK KIT	0.00	224.99	149.99	149.99	N
PE	2	PMD 126299	ROTOR	0.00		0.00	0.00	N
PE	1	WAG PC1084	CERAMIC DISC PAD SE	0.00		0.00	0.00	N
PFB PSS922 qty = 1 ordered from #232 CROW-BURLINGAME CO on invoice 24888								
IQ	1	PFB PSS922	R NEW BRAKE SHOES	0.00	89.39	59.59	59.59	N
		PT 724 PER RANDY SPELL						

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
5	0.00	0.00	-0.00	0.00	314.38	209.58	0.00	0.00

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Pay This Amount: \$209.58 BC



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Invoice # 02330487847

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99-23-0140
Date: 11/8/2022

Page #1
Time: 8:55:17
Counterman: MK
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
2011 DODGE DAKOTA V6-226 3.7L SOHC								
PR	1	BKP BK708711	PERFECTSTOP BRK KIT	0.00	224.99	149.99	149.99	N
PE	2	PMD 126299	ROTOR	0.00		0.00	0.00	N
PE	1	WAG PC1084	CERAMIC DISC PAD SE	0.00		0.00	0.00	N
PFB PSS922 qty = 1 ordered from #232 CROW-BURLINGAME CO on invoice 24888								
IQ	1	PFB PSS922	R NEW BRAKE SHOES	0.00	89.39	59.59	59.59	N
		PT 724 PER RANDY SPELL						

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
5	0.00	0.00	-0.00	0.00	314.38	209.58	0.00	0.00

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233-489082

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
			2009 FORD F250 SUPER DUTY P/U V8-330 5.4L SOHC					
1	WAG	SX1333	F SEVERE DUTY PADS	0.00	80.85	53.90	53.90	N
		pt673						

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	-0.00	0.00	80.85	53.90	0.00	0.00

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JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
			2009 FORD F250 SUPER DUTY P/U V8-330 5.4L SOHC					
1	WAG	SX1333	F SEVERE DUTY PADS	0.00	80.85	53.90	53.90	N
		pt673						

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	-0.00	0.00	80.85	53.90	0.00	0.00

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Pay This Amount: \$53.90 BC



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233-488794

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Invoice # 02330488794

Charge Station: MGR

CITY OF JACKSON PBI
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PO # 99230151
Date: 11/17/2022

Page #1
Time: 11:13:57
Counterman: KMS
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
1	1	PPS 3403973	2007 FORD F150 PICKUP V8-281 4.6L SOHC RESERVOIR LINE/HOSE	0.00	33.33	22.22	22.22	N
RESERVOIR TO PUMP								
PPS 3403973 qty = 1 ordered from 2001 - PWI - LITTLE								
ROCK on invoice US4649								
PT634								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	0.00	0.00	33.33	22.22	0.00	0.00

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233-488794

RECEIVED BY

2350139 (601)960-1592

Invoice # 02330488794

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230151
Date: 11/17/2022

Page #1
Time: 11:13:57
Counterman: KMS
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
1	1	PPS 3403973	2007 FORD F150 PICKUP V8-281 4.6L SOHC RESERVOIR LINE/HOSE	0.00	33.33	22.22	22.22	N
RESERVOIR TO PUMP								
PPS 3403973 qty = 1 ordered from 2001 - PWI - LITTLE								
ROCK on invoice US4649								
PT634								

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	0.00	0.00	33.33	22.22	0.00	0.00

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(601)354-2560

233-489310

WSP/LL
V/SPEI
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WAIVER

2350139 (601)960-1592

Invoice # 02330489310

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230151
Date: 11/23/2022

Page #1
Time: 10:35:13
Counterman: RO
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1	pt624 GAT	K061031	AUTOMOTIVE MICRO-V	0.00	50.99	33.99	33.99	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	-0.00	0.00	50.99	33.99	0.00	0.00

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233-489310

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V/SPEI
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Invoice # 02330489310

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CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230151
Date: 11/23/2022

Page #1
Time: 10:35:13
Counterman: RO
Duplicate

JACKSON, MS 39201

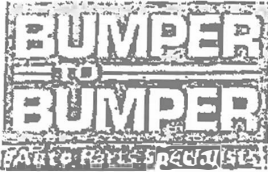
Qty	Line	Part #	Descr	Cor	List	Your Cost	Extension	Tax
1	pt624 GAT	K061031	AUTOMOTIVE MICRO-V	0.00	50.99	33.99	33.99	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	-0.00	0.00	50.99	33.99	0.00	0.00

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JACKSON, MS 39201
(601)354-2560

233-489882

city

RECEIVED BY

W. J. J.

2350139 (601)960-1592

Invoice # 
02330489882

Cash Station: MGR

CITY OF JACKSON PBJ
200 S PRESIDENT ST

PO # cash
Date: 12/1/2022

Page #1
Time: 11:10:47
Counterman: RO
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
			2004 CHEVROLET SILVERADO 1500 PU V8-325 5.3L					
2	PBS	PM515054	FRONT HUB ASSEMBLY	0.00	169.68	113.00	226.00	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	-0.00	0.00	339.36	226.00	0.00	0.00

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Cash Amt \$226.00

Pay This Amount: \$226.00 CA



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(601)354-2560

233-489882

city

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2350139 (601)960-1592

Invoice # 
02330489882

Cash Station: MGR

CITY OF JACKSON PBJ
200 S PRESIDENT ST

PO # cash
Date: 12/1/2022

Page #1
Time: 11:10:47
Counterman: RO
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
			2004 CHEVROLET SILVERADO 1500 PU V8-325 5.3L					
2	PBS	PM515054	FRONT HUB ASSEMBLY	0.00	169.68	113.00	226.00	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	-0.00	0.00	339.36	226.00	0.00	0.00

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Cash Amt \$226.00

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Pay This Amount: \$226.00 CA



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#233 CROW-BURLINGAME CO/CDP
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(601)354-2560

233-488054

WSPCL
M SGT

RECEIVED BY

P1624

Water

2350139 (601)960-1592

Invoice # 02330488054

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230151
Date: 11/9/2022

Page #1
Time: 1:12:56
Counterman: EM
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
			2007 FORD F150 PICKUP V8-281 4.6L SOHC					
1	BBB	712-0122A1	REMAN PUMP W/O RESVR	25.00	118.17	78.78	103.78	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
1	0.00	0.00	-0.00	25.00	118.17	103.78	0.00 0.00

sign up for promotions at www.btbauto.com

Pay This Amount: \$103.78 BC



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(601)354-2560

233-488054

WSPCL
M SGT

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PT624

2350139 (601)960-1592

Invoice # 02330488054

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230151
Date: 11/9/2022

Page #1
Time: 1:12:56
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Duplicate

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
			2007 FORD F150 PICKUP V8-281 4.6L SOHC					
1	BBB	712-0122A1	REMAN PUMP W/O RESVR	25.00	118.17	78.78	103.78	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable Total Tax
1	0.00	0.00	-0.00	25.00	118.17	103.78	0.00 0.00

sign up for promotions at www.btbauto.com

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Pay This Amount: \$103.78 BC



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233-488627

city

RECEIVED BY

Water

2350139 (601)960-1592

invoice #



02330488627

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230184
Date: 11/16/2022

Page #1
Time: 9:22:30
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Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
EX 1	DEL	24G	BATTERY	0.00	178.77	119.18	119.18	N
			Product Info: 88866249					
			CHI-8					

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	-0.00	0.00	178.77	119.18	0.00	0.00

Sign up for promotions at www.tbautoparts.com

Pay This Amount: \$119.18 BC



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JACKSON, MS 39201
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233-488627

city

RECEIVED BY

2350139 (601)960-1592

Invoice #



02330488627

Charge Station: MGR

CITY OF JACKSON PBI
200 S PRESIDENT ST

PO # 99230184
Date: 11/16/2022

Page #1
Time: 9:22:30
Counterman: KMS
Duplicate

JACKSON, MS 39201

Qty	Line	Part #	Descr	Cor.	List	Your Cost	Extension	Tax
EX 1	DEL	24G	BATTERY	0.00	178.77	119.18	119.18	N
			Product Info: 88866249					
			CHI-8					

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	-0.00	0.00	178.77	119.18	0.00	0.00

Sign up for promotions at www.tbautoparts.com

CUSTOMER COPY

Pay This Amount: \$119.18 BC

32

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE MATTER OF "EVANGELINE JOHNSON V. CITY OF JACKSON, MISSISSIPPI AND JOHN DOES 1-10, INDIVIDUALLY AND IN THEIR OFFICIAL CAPACITIES" IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 23-015-EFP

WHEREAS, on January 6, 2023, Evangeline Johnson filed a Complaint in the Circuit Court of Hinds County, Mississippi, First Judicial District against the City of Jackson, Mississippi alleging nuisance, negligence, gross negligence and intentional infliction of emotional distress regarding a water/sewage leak that the City repaired and in doing so damaged Ms. Johnson's yard; 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 \$5,000.00 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 Office of the City Attorney should and is hereby authorized to settle all claims for \$5,000.00 in the lawsuit styled *Evangeline Johnson v. City of Jackson, Mississippi and John Does 1-10, Individually and in their Official Capacities; In the Hinds County Circuit Court, First Judicial District; Cause No.: 23-015-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.

APPROVED FOR AGENDA:

FINANCE

Budgeted: ___yes___no

LEGAL

CAO

MAYOR'S OFFICE

INITIALS: DATE:

Acct # 001519306414

Item# _____

Date: _____

By: Lumumba, Martin, Carr

Agenda Item No. 32
August 27, 2024
(D. Martin, Lumumba)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE MATTER OF "EVANGELINE JOHNSON V. CITY OF JACKSON, MISSISSIPPI AND JOHN DOES 1-10, INDIVIDUALLY AND IN THEIR OFFICIAL CAPACITIES" IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 23-015-EFP is legally sufficient for placement in NOVUS Agenda.



Drew M. Martin, City Attorney
Sheridan Carr, Special Assistant



Date

33

OFFICE OF THE CITY ATTORNEY
SAC

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE MATTER OF "SUSAN VARCIE AND HER HUSBAND DAMON CRUMB V. CITY OF JACKSON, MISSISSIPPI" IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 20-066-EFP

WHEREAS, on January 30, 2020, Susan Varcie and her husband Damon Crumb filed a Complaint in the Circuit Court of Hinds County, Mississippi, First Judicial District against the City of Jackson, Mississippi alleging negligence because Ms. Varcie fell several feet into a storm drain; 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 \$16,500.00 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 Office of the City Attorney should and is hereby authorized to settle all claims for \$16,500.00 in the lawsuit styled *Susan Varcie and her Husband Damon Crumb v. City of Jackson, Mississippi; In the Hinds County Circuit Court, First Judicial District; Cause No.: 20-066-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.

APPROVED FOR AGENDA:

FINANCE

Budgeted: ___yes___no

LEGAL

CAO

MAYOR'S OFFICE

INITIALS: DATE:

Acct # 001519306414

Item# _____

Date: _____

By: Lumumba, Martin, Carr

Agenda Item No. 33
August 27, 2024
(D. Martin, Lumumba)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE MATTER OF "SUSAN VARCIE AND HER HUSBAND DAMON CRUMB V. CITY OF JACKSON, MISSISSIPPI" IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 20-066-EFP is legally sufficient for placement in NOVUS Agenda.



Drew M. Martin, *City Attorney*
Sheridan Carr, *Special Assistant*

8/21/24

Date

34

DATE FILED
SAC
JAN 10 2024

ORDER AUTHORIZING FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE MATTERS OF “LAKELAND SENIORS, LLC V. THE UNIVERSITY OF MISSISSIPPI MEDICAL CENTER; THE CTY OF JACKSON, MISSISSIPPI; JXN WATER INC.” IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 23-655-AHW AND “USA V. JXN WATER” IN THE FIFTH CIRCUIT IN THE UNITED STATES COURT OF APPEALS; CIVIL ACTION NO.: 24-60372

WHEREAS, on November 13, 2023, Lakeland Seniors, LLC filed a Complaint in the Circuit Court of Hinds County, Mississippi, First Judicial District against the City of Jackson, Mississippi and others alleging trespass, private nuisance, public nuisance, negligence, and gross negligence; and

WHEREAS, this matter is on appeal in the Fifth Circuit; and

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

WHEREAS, this settlement is of no cost to the City as the Co-Defendant has agreed to pay any settlement amounts; and

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

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

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

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the Office of the City Attorney should and is hereby authorized to settle all claims in the lawsuits styled *Lakeland Seniors, LLC v. The University of Mississippi Medical Center; The City of Jackson, Mississippi; JXN Water, Inc.; Civil Action No.: 23-655-AHW and USA v. JXN Water; Civil Action No.: 24-60372* execute all documents necessary to settle and dismiss said claim as full and final settlement of this matter.

APPROVED FOR AGENDA:

FINANCE

Budgeted: ___yes___no

LEGAL

CAO

MAYOR’S OFFICE

INITIALS: DATE:

Acct # 001519306414

Agenda Item No. 34
August 27, 2024
(D. Martin, Lumumba)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE MATTERS OF "LAKELAND SENIORS, LLC V. THE UNIVERSITY OF MISSISSIPPI MEDICAL CENTER; THE CTY OF JACKSON, MISSISSIPPI; JXN WATER INC." IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 23-655-AHW AND "USA V. JXN WATER" IN THE FIFTH CIRCUIT IN THE UNITED STATES COURT OF APPEALS; CIVIL ACTION NO.: 24-60372 is legally sufficient for placement in NOVUS Agenda.



Drew M. Martin, City Attorney
Sheridan Carr, Special Assistant

8/21/24
Date

35

RESOLUTION TO AUTHORIZE THE JACKSON MUNICIPAL AIRPORT AUTHORITY TO ACCEPT THE AIRPORT IMPROVEMENT GRANT – BI-PARTISAN INFRASTRUCTURE LAW OFFER, NO. 3-28-0037-065-2024, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AND TO SEEK A RESOLUTION FROM THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AS CO-SPONSOR, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WYLIE EVERS INTERNATIONAL AIRPORT UNDER THE AUSPICES OF AIRPORT IMPROVEMENT.

WHEREAS, on or about July 8, 2024, the Jackson Municipal Airport Authority (“JMAA”) applied to the United States Department of Transportation, Federal Aviation Administration (“FAA”), for an **AIRPORT IMPROVEMENT GRANT-BI-PARTISAN INFRASTRUCTURE LAW (“AIG-BIL”) GRANT** under the auspices of airport improvement, specifically repairs and modifications to Taxiway Alpha at Jackson-Medgar Wylie Evers International Airport (“Airport” or “JAN”); and

WHEREAS, on or about July 18, 2024, the FAA offered to JMAA Grant No. 3-28-0037-066-2024 for ninety percent (90%) of allowable costs incurred to perform repairs and modifications in phase III of Taxiway Alpha at JAN (the “Project”), in an amount not-to-exceed Six Million, Two Hundred Three Thousand, Five Hundred Ninety-Four Dollars (\$6,203,594.00); and

WHEREAS, AIP Grant No. 3-28-0037-065-2024 further provides for maintaining safe and efficient airport operations at the Airport and for any lawful purpose related to the Airport for which the AIP Grant funds may be used; and

WHEREAS, the Board of Commissioners (the “Board”) of the Jackson Municipal Airport Authority (“JMAA”) has considered the recommendation of Staff that the Board accept AIP Grant No. 3-28-0037-065-2024 to accomplish the Project; and

WHEREAS, the AIP Grant Offer is contingent upon JMAA and the City of Jackson, Mississippi (“City”), as Co-Sponsors of the Airport, authorizing their respective representatives to accept the AIP Grant Offer and execute the Grant Agreement, followed by execution by their respective attorneys of a “Certificate of Sponsor’s Attorney,” as required by the terms of the AIP Grant; and

WHEREAS, the Mayor, or his designee, and the City Attorney of the City must be authorized by the City Council of the City to execute the AIP Grant offer and agreement upon acceptance of the AIP Grant Offer by the City as a prerequisite for JMAA to receive the AIP Grant funds; and

WHEREAS, JMAA Staff requests Board authority to seek a resolution from the City Council of the City that provides that the City, as Co-Sponsor of the Airport: (i) accepts the AIP Grant in an amount not-to-exceed Six Million, Two Hundred Three Thousand, Five Hundred Ninety-Four Dollars (\$6,203,594.00); (ii) authorizes the Mayor of the City to execute the AIP Grant Offer and Agreement; and (iii) authorizes the City Attorney of the City to sign a “Certificate of Sponsor’s Attorney” in accordance with the terms of the AIP Grant Offer and Agreement; and

Agenda Item No. 35
August 27, 2024
(D. Martin, Lumumba)

NOW, IT IS THEREFORE RESOLVED that the Board accepts the AIP Grant to accomplish the Project for ninety percent (90%) of allowable Project costs, not-to-exceed Six Million, Two Hundred Three Thousand, Five Hundred Ninety-Four Dollars (\$6,203,594.00) and

IT IS FURTHER RESOLVED that the AIP Grant funds be used for purposes directly related to the Airport, for which Grant funds may be lawfully used, and not for any purpose not related to the Airport and that funds allocated for the Project may not be used for other purposes; and

IT IS FURTHER RESOLVED that Rosa Beckett, the JMAA Chief Executive Officer, or her designee, is hereby authorized to execute the AIP Grant Offer and Agreement on behalf of JMAA; and

IT IS FURTHER RESOLVED that the JMAA General Counsel, Kimberly Carlisle, Esq., is authorized to execute the "Certificate of Sponsor's Attorney" on behalf of JMAA, after the JMAA Chief Executive Officer executes the AIP Grant Offer and Agreement; and

IT IS FURTHER RESOLVED that JMAA's Staff and its General Counsel are hereby authorized and directed to seek a resolution from the City Council of the City which provides that the City, as Co-Sponsor of the Airport: (i) accepts the AIP Grant in an amount not-to-exceed Six Million, Two Hundred Three Thousand, Five Hundred Ninety-Four Dollars (\$6,203,594.00); (ii) authorizes the Mayor of the City, or his designee, to execute the AIP Grant Offer and Agreement; and (iii) authorizes the City Attorney of the City to sign a "Certificate of Sponsor's Attorney" as required by the AIP Grant Offer and Agreement; and

IT IS FURTHER RESOLVED that any and all prior acts performed by JMAA Staff to apply for the AIP Grant are hereby ratified, adopted, and approved by the JMAA Board.

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 RESOLUTION TO AUTHORIZE THE JACKSON MUNICIPAL AIRPORT AUTHORITY TO ACCEPT THE AIRPORT IMPROVEMENT GRANT – BI-PARTISAN INFRASTRUCTURE LAW OFFER, NO. 3-28-0037-065-2024, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AND TO SEEK A RESOLUTION FROM THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AS CO-SPONSOR, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WYLIE EVERS INTERNATIONAL AIRPORT UNDER THE AUSPICES OF AIRPORT IMPROVEMENT is legally sufficient for placement in NOVUS Agenda.



Drew M. Martin, City Attorney



Date

36

RESOLUTION TO AUTHORIZE THE JACKSON MUNICIPAL AIRPORT AUTHORITY TO ACCEPT THE AIRPORT IMPROVEMENT PROGRAM GRANT OFFER, NO. 3-28-0037-066-2024, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AND TO SEEK A RESOLUTION FROM THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AS CO-SPONSOR, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WYLIE EVERS INTERNATIONAL AIRPORT UNDER THE AUSPICES OF AIRPORT IMPROVEMENT.

WHEREAS, on or about July 8, 2024, the Jackson Municipal Airport Authority ("JMAA") applied to the United States Department of Transportation, Federal Aviation Administration ("FAA"), for an **AIRPORT IMPROVEMENT PROGRAM ("AIP") GRANT** under the auspices of airport improvement, specifically repairs and modifications to Taxiway Alpha at Jackson-Medgar Wylie Evers International Airport ("Airport" or "JAN"); and

WHEREAS, on or about July 18, 2024, the FAA offered to JMAA Grant No. 3-28-0037-066-2024 for ninety percent (90%) of allowable costs incurred to perform repairs and modifications in phase III of Taxiway Alpha at JAN (the "Project"), in an amount not-to-exceed Seventeen Million, One Hundred Sixty-Seven Thousand, Six Hundred Six Dollars (\$17,167,606.00); and

WHEREAS, AIP Grant No. 3-28-0037-066-2024 further provides for maintaining safe and efficient airport operations at the Airport and for any lawful purpose related to the Airport for which the AIP Grant funds may be used; and

WHEREAS, the Board of Commissioners (the "Board") of the Jackson Municipal Airport Authority ("JMAA") has considered the recommendation of Staff that the Board accept AIP Grant No. 3-28-0037-066-2024 to accomplish the Project; and

WHEREAS, the AIP Grant Offer is contingent upon JMAA and the City of Jackson, Mississippi ("City"), as Co-Sponsors of the Airport, authorizing their respective representatives to accept the AIP Grant Offer and execute the Grant Agreement, followed by execution by their respective attorneys of a "Certificate of Sponsor's Attorney," as required by the terms of the AIP Grant; and

WHEREAS, the Mayor, or his designee, and the City Attorney of the City must be authorized by the City Council of the City to execute the AIP Grant offer and agreement upon acceptance of the AIP Grant Offer by the City as a prerequisite for JMAA to receive the AIP Grant funds; and

WHEREAS, JMAA Staff requests Board authority to seek a resolution from the City Council of the City that provides that the City, as Co-Sponsor of the Airport: (i) accepts the AIP Grant in an amount not-to-exceed Seventeen Million, One Hundred Sixty-Seven Thousand, Six Hundred Six Dollars (\$17,167,606.00); (ii) authorizes the Mayor of the City to execute the AIP Grant Offer and Agreement; and (iii) authorizes the City Attorney of the City to sign a "Certificate of Sponsor's Attorney" in accordance with the terms of the AIP Grant Offer and Agreement; and

NOW, IT IS THEREFORE RESOLVED that the Board accepts the AIP Grant to accomplish the Project for ninety percent (90%) of allowable Project costs, not-to-exceed

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August 27, 2024
(D. Martin, Lumumba)

Seventeen Million, One Hundred Sixty-Seven Thousand, Six Hundred Six Dollars (\$17,167,606.00) and

IT IS FURTHER RESOLVED that the AIP Grant funds be used for purposes directly related to the Airport, for which Grant funds may be lawfully used, and not for any purpose not related to the Airport and that funds allocated for the Project may not be used for other purposes; and

IT IS FURTHER RESOLVED that Rosa Beckett, the JMAA Chief Executive Officer, or her designee, is hereby authorized to execute the AIP Grant Offer and Agreement on behalf of JMAA; and

IT IS FURTHER RESOLVED that the JMAA General Counsel, Kimberly Carlisle, Esq., is authorized to execute the "Certificate of Sponsor's Attorney" on behalf of JMAA, after the JMAA Chief Executive Officer executes the AIP Grant Offer and Agreement; and

IT IS FURTHER RESOLVED that JMAA's Staff and its General Counsel are hereby authorized and directed to seek a resolution from the City Council of the City which provides that the City, as Co-Sponsor of the Airport: (i) accepts the AIP Grant in an amount not-to-exceed Seventeen Million, One Hundred Sixty-Seven Thousand, Six Hundred Six Dollars (\$17,167,606.00); (ii) authorizes the Mayor of the City, or his designee, to execute the AIP Grant Offer and Agreement; and (iii) authorizes the City Attorney of the City to sign a "Certificate of Sponsor's Attorney" as required by the AIP Grant Offer and Agreement; and

IT IS FURTHER RESOLVED that any and all prior acts performed by JMAA Staff to apply for the AIP Grant are hereby ratified, adopted, and approved by the JMAA Board.

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 **RESOLUTION TO AUTHORIZE THE JACKSON MUNICIPAL AIRPORT AUTHORITY TO ACCEPT THE AIRPORT IMPROVEMENT PROGRAM GRANT OFFER, NO. 3-28-0037-066-2024, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AND TO SEEK A RESOLUTION FROM THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AS CO-SPONSOR, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WYLIE EVERS INTERNATIONAL AIRPORT UNDER THE AUSPICES OF AIRPORT IMPROVEMENT** is legally sufficient for placement in NOVUS Agenda.



Drew M. Martin, City Attorney



Date

37

OFFICE OF THE CITY CLERK
JACKSON, MISSISSIPPI

RESOLUTION TO AUTHORIZE THE JACKSON MUNICIPAL AIRPORT AUTHORITY TO ACCEPT THE AIRPORT IMPROVEMENT GRANT – BI-PARTISAN INFRASTRUCTURE LAW OFFER, NO. 3-28-0037-070-2024, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AND TO SEEK A RESOLUTION FROM THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AS CO-SPONSOR, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WYLIE EVERS INTERNATIONAL AIRPORT UNDER THE AUSPICES OF AIRPORT IMPROVEMENT.

WHEREAS, on or about July 8, 2024, the Jackson Municipal Airport Authority (“JMAA”) applied to the United States Department of Transportation, Federal Aviation Administration (“FAA”), for an **AIRPORT IMPROVEMENT GRANT-BI-PARTISAN INFRASTRUCTURE LAW (“AIG-BIL”) GRANT** under the auspices of airport improvement, specifically repairs and modifications to the Runway 16L-34R Runway Safety Area at Jackson-Medgar Wylie Evers International Airport (“Airport” or “JAN”); and

WHEREAS, on or about July 18, 2024, the FAA offered to JMAA Grant No. 3-28-0037-070-2024 for ninety percent (90%) of allowable costs incurred to perform repairs and modifications to the Runway 16L-34R Runway Safety Area at JAN (the “Project”), in an amount not-to-exceed One Hundred Seventy-Nine Thousand, Seven Hundred Thirty Dollars (\$179,730.00); and

WHEREAS, AIP Grant No. 3-28-0037-070-2024 further provides for maintaining safe and efficient airport operations at the Airport and for any lawful purpose related to the Airport for which the AIP Grant funds may be used; and

WHEREAS, the Board of Commissioners (the “Board”) of the Jackson Municipal Airport Authority (“JMAA”) has considered the recommendation of Staff that the Board accept AIP Grant No. 3-28-0037-070-2024 to accomplish the Project; and

WHEREAS, the AIP Grant Offer is contingent upon JMAA and the City of Jackson, Mississippi (“City”), as Co-Sponsors of the Airport, authorizing their respective representatives to accept the AIP Grant Offer and execute the Grant Agreement, followed by execution by their respective attorneys of a “Certificate of Sponsor’s Attorney,” as required by the terms of the AIP Grant; and

WHEREAS, the Mayor, or his designee, and the City Attorney of the City must be authorized by the City Council of the City to execute the AIP Grant offer and agreement upon acceptance of the AIP Grant Offer by the City as a prerequisite for JMAA to receive the AIP Grant funds; and

WHEREAS, JMAA Staff requests Board authority to seek a resolution from the City Council of the City that provides that the City, as Co-Sponsor of the Airport: (i) accepts the AIP Grant in an amount not-to-exceed One Hundred Seventy-Nine Thousand Seven Hundred Thirty Dollars (\$179,730.00); (ii) authorizes the Mayor of the City to execute the AIP Grant Offer and Agreement; and (iii) authorizes the City Attorney of the City to sign a “Certificate of Sponsor’s Attorney” in accordance with the terms of the AIP Grant Offer and Agreement; and

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(D. Martin, Lumumba)

NOW, IT IS THEREFORE RESOLVED that the Board accepts the AIP Grant to accomplish the Project for ninety percent (90%) of allowable Project costs, not-to-exceed One Hundred Seventy-Nine Thousand Seven Hundred Thirty Dollars (\$179,730.00), and

IT IS FURTHER RESOLVED that the AIP Grant funds be used for purposes directly related to the Airport, for which Grant funds may be lawfully used, and not for any purpose not related to the Airport and that funds allocated for the Project may not be used for other purposes; and

IT IS FURTHER RESOLVED that Rosa Beckett, the JMAA Chief Executive Officer, or her designee, is hereby authorized to execute the AIP Grant Offer and Agreement on behalf of JMAA; and

IT IS FURTHER RESOLVED that the JMAA General Counsel, Kimberly Carlisle, Esq., is authorized to execute the "Certificate of Sponsor's Attorney" on behalf of JMAA, after the JMAA Chief Executive Officer executes the AIP Grant Offer and Agreement; and

IT IS FURTHER RESOLVED that JMAA's Staff and its General Counsel are hereby authorized and directed to seek a resolution from the City Council of the City which provides that the City, as Co-Sponsor of the Airport: (i) accepts the AIP Grant in an amount not-to-exceed One Hundred Seventy-Nine Thousand Seven Hundred Thirty Dollars (\$179,730.00); (ii) authorizes the Mayor of the City, or his designee, to execute the AIP Grant Offer and Agreement; and (iii) authorizes the City Attorney of the City to sign a "Certificate of Sponsor's Attorney" as required by the AIP Grant Offer and Agreement; and

IT IS FURTHER RESOLVED that any and all prior acts performed by JMAA Staff to apply for the AIP Grant are hereby ratified, adopted, and approved by the JMAA Board.

Office of the City Attorney

455 East Capitol Street
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OFFICE OF THE CITY ATTORNEY

This RESOLUTION TO AUTHORIZE THE JACKSON MUNICIPAL AIRPORT AUTHORITY TO ACCEPT THE AIRPORT IMPROVEMENT GRANT – BI-PARTISAN INFRASTRUCTURE LAW OFFER, NO. 3-28-0037-070-2024, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AND TO SEEK A RESOLUTION FROM THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AS CO-SPONSOR, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WYLIE EVERS INTERNATIONAL AIRPORT UNDER THE AUSPICES OF AIRPORT IMPROVEMENT is legally sufficient for placement in NOVUS Agenda.



Drew M. Martin, City Attorney



Date

38

ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY.

WHEREAS, on August 29, 2022, the Mayor issued a proclamation of emergency as a result of (1) excessive rainfall and extreme flooding, (2) the March 7, 2020 Safe Drinking Water Act (SDWA) Emergency Administrative Order (EAO); (3) the February 2021 system-wide failure due to extreme water conditions that caused pipes to freeze and lose pressure; (4) the July 1, 2021 SDWA Administrative Order of Consent (AOC); (5) the July 29, 2022 Boil Water Notice which existed for more than thirty (30) days; and (6) the August 25, 2022 flooding of the Pearl River, which lead to problems with treating water at the O.B. Curtis Water Plant; and

WHEREAS, Section 33-15-17(d) of the Mississippi Code allows the mayor of a municipality to proclaim a local emergency and authorizes the governing body of a municipality to review and approve or disapprove the need for continuing the local emergency at its first regular meeting following such proclamation or at a special meeting; and

WHEREAS, Section 33-15-5 (h) of the Mississippi Code defines an emergency as “any occurrence, or threat thereof, whether natural, technological, or man-made, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to loss of property;” and

WHEREAS, Section 33-15-5 (g) of the Mississippi Code defines a local emergency as “the duly proclaimed existence of conditions of disaster or extreme peril to the safety of person and property within the territorial limits of a...municipality caused by such conditions as...water pollution...or other natural or man-made conditions, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the political subdivision and require the combined forces of other subdivisions or of the state to combat;” and

WHEREAS, pursuant to Section 33-15-17 (b) of the Mississippi Code, the City “is authorized to exercise the powers vested under [Section 33-15-1, et seq.,] in light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations...and the expenditure of public funds....

NOW, THEREFORE, IT IS ORDERED THAT we the governing body of the City of Jackson, Mississippi, pursuant to the authority vested in the body by Section 33-15-17(d) of the Mississippi Code of 1972, as amended, and in the public interest and for the general welfare of the City of Jackson, do hereby approve of the continued need for a civil emergency for the entire City of Jackson for the reasons set forth in this Order.

Agenda Item No. 38
August 27, 2024
(D.Martin, Lumumba)

39

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

WHEREAS, on February 18, 2020, the Jackson City Council, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, passed an Order Declaring the Need to Continue the State of Emergency that was issued on February 13, 2020 by Chokwe A. Lumumba, Mayor of the City of Jackson, Mississippi; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that flood waters and wide spread drainage system issues had affected several Jackson creeks, including, but not limited to: Belhaven Creek; Bogue Chitto Creek; Canney Creek; Eubanks Creek; Hanging Moss Creek; Lynch Creek; Purple Creek; Three Mile Creek; Town Creek; Travon Creek; and White Oak Creek; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that the flood waters and wide spread drainage system issues caused extensive damages to homes, business, public property, and threatened the safety of the citizens and property of the City of Jackson, Mississippi, requiring the exercise of extraordinary measures; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that all efforts should be taken to protect people and property in consideration of the health, safety, and welfare of the City's residents and the protection of their property within the affected areas; and

WHEREAS, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022, March 29, 2022, April 26, 2022, May 24, 2022, June 21, 2022, July 19, 2022, August 30, 2022, September 27, 2022, October 25, 2022, November 22, 2022, December 20, 2022, January 31, 2023, February 28, 2023, March 21, 2023, April 25, 2023 and May 23, 2023, June 22, 2023, July 18, 2023, August 29, 2023, September 26, 2023, October 24, 2023, November 21, 2023, December 19, 2023, January 30, 2024, March 26, 2024, April 23, 2024, May 21, 2024, June 18, 2024 and July 30, 2024 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

WHEREAS, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, the Jackson City Council has again reviewed the need for continuing the local emergency and determined that the emergency should be continued.

IT IS THEREFORE HEREBY ORDERED that said Order Declaring the Need to Continue the Declared State of Emergency as delineated by the Jackson City Council, remains in full force and effect and shall be reviewed again in thirty (30) days in accordance with Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended

Agenda Item No. 39
August 27, 2024
(Jackson City Council)

40

ORDER OF THE JACKSON CITY COUNCIL ACKNOWLEDGING RECEIPT OF THE CITY OF JACKSON'S ANNUAL COMPREHENSIVE FINANCIAL REPORT AND AUDIT OF THE STATE TORT CLAIMS FUND FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022.

WHEREAS, the Jackson City Council finds:

- a. The City's audit for the year ending September 30, 2022, has been completed.
- b. The Jackson City Council received a qualified opinion on its financial statements from Tann, Brown, Russ Co., PLLC.
- c. The Jackson City Council received a copy of the Schedule of Findings and Questioned Costs, State Tort Claims Fund Audited Financial Statements, and the Independent Auditors Report for Year Ended September 30, 2022, as well as related audit reports and recommendations.

WHEREAS, the Annual Comprehensive Financial Report and the Audit of the State Tort Claims Fund for the year ended September 30, 2022, and the related audit reports and recommendations are accepted.

IT IS HEREBY ORDERED that receipt of the Annual Comprehensive Financial Report and Audit of the State Tort Claims Fund, as well as related audit reports and recommendations, for the fiscal year ended September 30, 2022, performed by Tann, Brown & Russ Co., PLLC, are acknowledged and accepted by the City Council.

Agenda Item No. 40
August 27, 2024
(JACKSON CITY COUNCIL)

41

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
SUPPORTING THE DESIGNATION OF WOODROW WILSON AVENUE AS THE
MEDICAL CORRIDOR OF THE CITY OF JACKSON. (STOKES)**

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

WHEREAS, the City of Jackson is committed to enhancing the quality of life for its residents by promoting health, education, and economic development; and

WHEREAS, the designation of Woodrow Wilson Avenue as the Medical Corridor will symbolize the city's dedication to advancing the health and well-being of its citizens, while also fostering a concentrated area of healthcare excellence; and

WHEREAS, the recognition of this corridor will attract further investment in healthcare infrastructure, encourage economic expansion, and potentially create more job opportunities within the community.

THEREFORE, BE IT HEREBY RESOLVED, that the City Council of Jackson, Mississippi hereby supports the designation of Woodrow Wilson Avenue as the Medical Corridor of the City of Jackson.

SO RESOLVED, this the 27th day of August, 2024.

Item #: 41
Date: August 27, 2024
By: Stokes

42

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)

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

WHEREAS, Mary and Percy Jackson encountered significant damage to their automobile; and

WHEREAS, the damage to the automobile has been assessed and results in an estimated total repair cost of \$10,000.00; and

WHEREAS, the City Council acknowledges its responsibility to address claims fairly and promptly to maintain the trust and welfare of its residents.

NOW, THEREFORE, BE IT RESOLVED that the Jackson City Council authorize payment to Mary and Percy Jackson in the amount of \$10,000.00 for damage to their automobile.

**Agenda Item No. 42
August 27, 2024
(Stokes)**

ORDER RATIFYING AN AMENDMENT TO THE CONTRACT WITH CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW FIRE STATION 20 BUILDING, CITY PROJECT NO. 15B7003.401

WHEREAS, the governing authorities for the City of Jackson authorized a professional services agreement with Canizaro Cawthon Davis, A Professional Association (hereinafter “CCD”) on July 12, 2016, for architectural services related to the construction of a new Fire Station 20 Building, City Project No. 15B7003.401, which was executed on December 19, 2016 in the amount of \$183,182.00; and

WHEREAS, the professional services agreement was amended, as Amendment No. 1, on January 14, 2020 with an expiration date of January 1, 2022 at a contract addition of \$39,946.00; and

WHEREAS, the City has contracted with the building contractor for construction cost of \$3,080,000.00 with construction time extending to October 24, 2022; and

WHEREAS, pursuant to Amendment No. 3 approved on February 28, 2023, CCD agreed to provide additional architectural and engineering services necessary for the construction project for a contract addition of \$9,800.00 with the agreement expiring June 1, 2023; and

WHEREAS, pursuant to Amendment No. 4 approved on July 18, 2023, CCD agreed to provide additional architectural and engineering services necessary for the construction project for a contract addition of \$5,000.00 with the agreement expiring September 30, 2023; and

WHEREAS, the building contractor has continued to exceed his contracted substantial completion date of October 24, 2022 and the contractor’s surety, Granite Re, Inc., has become involved, which resulted in the need for continued additional construction administration services from CCD; and

WHEREAS, pursuant to Amendment No. 5 approved on October 10, 2023, CCD agreed to provide additional architectural and engineering services necessary for the construction project for a contract addition of \$5,000.00 with the agreement expiring December 31, 2023; and

WHEREAS, pursuant to Amendment No. 6 approved on January 3, 2024, CCD agreed to provide additional architectural and engineering services necessary for the construction project for a contract addition of \$10,000.00 with the agreement expiring June 30, 2024, which Amendment No. 6 increased the total contract price to an amount not to exceed \$267,865.00; and

WHEREAS, due to the Chapter 11 reorganization of the contractor, Castle Black, Inc., the project is not yet substantially complete, though the Fire Department has occupied the new fire station; and

WHEREAS, CCD has continued to provide necessary architectural and engineering services to the City while the contractor works to reach substantial completion and final completion; and

WHEREAS, it was the intent of the Department of Public Works to continue the Agreement with CCD in effect until final completion of construction; and

WHEREAS, Amendment No.7 to the Agreement with CCD for Architectural Engineering Services, necessary to complete the construction of the new Fire Station 20 building, will increase the contract total by \$10,000.00 to an amount not to exceed \$277,865.00 and extend the agreement through June 30, 2025; and

Agenda Item No. 43
8.27.2024
(Wright, Lumumba)

BY: WRIGHT, LUMUMBA

WHEREAS, the Fire Department and Department of Public Works recommends that the City ratify Amendment No. 7, which will modify the completion date of the Agreement with CCD to June 30, 2025 and increase the contract amount by \$10,000.00.

IT IS, THEREFORE, ORDERED that Amendment No.7 to the professional services agreement with Canizaro Cawthon Davis, A Professional Association for additional architectural and engineering services for New Fire Station 20, City Project No. 15B7003.401, increasing the total contract amount by \$10,000.00, resulting in a not to exceed amount of \$277,865.00, to be completed on or before June 30, 2025 is ratified with an effective date of July 1, 2024.

IT IS FURTHER ORDERED that the Mayor is authorized to execute Amendment No. 7 as set forth herein with an effective date of July 1, 2024.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/22/24

DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	ORDER RATIFYING AN AMENDMENT TO THE CONTRACT WITH CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW FIRE STATION 20 BUILDING, CITY PROJECT NO. 15B7003.401
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	Occupants of Fire Station 20 and community served.
4.	Benefits	Replacement of an outdated and unfit existing facility
5.	Schedule (beginning date)	Upon approval by the City
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	3 No Medgar Evers Blvd, City present site of existing Fire Station 20
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works, Engineering Division
8.	COST	Amendment to the professional services agreement with Canizaro Cawthon Davis for additional architectural and engineering services for New Fire Station 20, City Project No. 15B7003.401. Amendment No. 7 in the amount of \$10,000.00 at a not to exceed cost of \$277,865.00, to be completed on or before June 30 2025.
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Fire Dept Acct # - 0010-0300-509-50900-01-100-04-000-6824
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____



**City of Jackson
Department of Public Works**

Council Agenda Item Memorandum

To: Hon. Chokwe Antar Lumumba, Mayor

From: Louis Wright *lw*

Date: July 22, 2024

Agenda Item: Contract Amendment New Fire Station #20 Building
City Project #: 15B7003.401
Council Meeting: Regular Council Meeting, TBD
Consultant: Canizaro Cawthon Davis

Purpose: Additional Architectural/Engineering Services New Fire Station #20

Cost: Total Contract \$277,865.00
This Amendment \$10,000.00

Project/Contract Type: Construction Administration

Funding Source: Fire Dept Acct # - 0010-0300-509-50900-01-100-04-000-6824

Schedule/Time: Through June 30, 2025

DPW Manager: Lloyd Keller, Jr. AIA

Background:

Attached, you will find an item for the City Council Agenda to amend the Architectural Agreement with Canizaro Cawthon Davis to include additional architectural services for the construction administration for the New Fire Station #20 building.

A professional services agreement was authorized with Canizaro Cawthon Davis on July 12, 2016, for architectural services related to the construction of a new Fire Station 20 Building, City Project No. 15B7003.401, in an amount not to exceed \$183,182.00, which was executed on December 19, 2016.

Contract Amendment No. 1 for additional consulting architectural services to modify the completed construction documents to include additional addendum items and for previous additional project revision investigation was authorized January 14, 2020 at an additional cost not to exceed \$39,946.00 with a completion date of January 1, 2022.

The construction contract was executed with Castle Black., Inc in the amount of \$3,080,000.00 establishing the Agreement fee, with a scheduled construction completion date of October 24, 2022.

Contract Amendment No.2 was authorized on April 12, 2021 to provide additional architectural services for the construction project with a contract addition of \$14,937.00, and to modify the contract completion date to January 1, 2023.

Contract Amendment No.3 was authorized on February 28, 2023 to provide additional architectural services for the construction project due to contractor's delay with a contract addition of \$9,800.00, and to modify the contract completion date to June 30, 2023.

Contract Amendment No.4 was authorized on July 18 2023 to provide additional architectural services for the construction project due to contractor's delay with a contract addition of \$5,000.00, and to modify the contract completion date to September 30, 2023.

Contract Amendment No.5 was authorized on October 10, 2023 to provide additional architectural services for the construction project due to contractor's delay with a contract addition of \$5,000.00, and to modify the contract completion date to December 30, 2023.

Contract Amendment No.6 was authorized on January 3, 2024 to provide additional architectural services for the construction project due to contractor's delay with a contract addition of \$10,000.00, and to modify the contract completion date to June 30, 2024.

Contract Amendment No.7 will provide for additional architectural services totaling \$10,000.00 to complete the project since the building contractor continues to exceed the contracted substantial completion date of October 24, 2022. Consequently, the total contract not to exceed amount will increase to \$277,865.00. Also, the Amendment will modify the completion date of the CCD agreement from June 30, 2024 to June 30, 2025.

Funding for this amendment is provided by Fire Dept through Acct # - 0010-0300-509-50900-01-100-04-000-6824.

It is the recommendation of the Department of Public Works, Engineering Division, that the additional architectural consulting services contract be approved.

Amendment Summary

Original Authorized Contract Amount of \$183,182.00

Amendment No.1 Total contract value \$223,128.00 (addition of \$39,946.00)

Amendment No.2 Total contract value \$238,065.00 (addition of \$14,937.00)

Amendment No.3 Total contract value \$247,865.00 (addition of \$9,800.00)

Amendment No.4 Total contract value \$252,865.00 (addition of \$5,000.00)

Amendment No.5 Total contract value \$257,865.00 (addition of \$5,000.00)

Amendment No.6 Total contract value \$267,865.00 (addition of \$10,000.00)

Amendment No. 7 Total contract value \$277,865.00 (addition of \$10,000.00)

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2778
Jackson, Mississippi 39201-2779
Telephone: (601) 960-1750
Facsimile: (601) 960-1756
7/24/2024

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING AN AMENDMENT TO THE CONTRACT WITH CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW FIRE STATION 20 BUILDING, CITY PROJECT NO. 15B7003.401** is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, CITY ATTORNEY



DATE

Sondra Moncure, *Special Assistant*

Terry Williamson, *Legal Counsel*



C. AMOUNT AND TIMING OF ISSUANCE

The amount and timing of the issuance of the TIF Bonds shall be determined pursuant to further proceedings of the City.

Yeas- Barrett-Simon, Foote, Hendrix, Priestler, Stamps and Tillman.
Nays- Stokes.
Absent- None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CANIZARO CAWTHON DAVIS FOR ARCHITECTURAL SERVICES FOR THE NEW FIRE STATION 20 BUILDING, CITY PROJECT NO. 15B7003.401.

WHEREAS, the City of Jackson solicited statements of qualifications from architectural/engineering firms for the design and construction of a new Fire Station 20; and

WHEREAS, five proposals for architectural/engineering services were received; and

WHEREAS, a review committee evaluated the responses and Canizaro Cawthon Davis was selected for the project; and

WHEREAS, architectural and engineering services will be funded by a CDBG grant; and

WHEREAS, the construction cost for the building is estimated to be \$2,427,150.00 and the consulting fee for the project is calculated at 7.3% of the estimated construction cost in the amount of \$177,182.00. Consulting fee is based on Bureau of Buildings Type C Facility at 6.64% plus 0.66% for additional Basic Services. Additionally, a reimbursable allowance of \$6,000.00 will be added.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Canizaro Cawthon Davis for architectural and engineering services for New Fire Station 20, City Project No. 15B7003.401, fees in the amount of \$177,182.00 and an additional \$6,000.00 for reimbursable items.

Council Member Barrett-Simon moved adoption; **Council Member Stokes** seconded.

Yeas- Barrett-Simon, Foote, Hendrix, Priestler, Stamps, Stokes and Tillman.
Nays- None.
Absent- None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A REAL ESTATE SERVICE CONTRACT WITH NEEL-SCHAFFER, INC., FOR RIGHT-OF-WAY APPRAISAL, ACQUISITION SERVICES, AND REVIEW APPRAISAL SERVICES FOR THE MUSEUM TO MARKET TRAIL TRANSPORTATION ENHANCEMENT PROJECT (PHASE 1), FEDERAL AID PROJECT NO. STP-025-00(039) LPS/106367-701000, CITY PROJECT NO. 13B4005.701, SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION.

WHEREAS, the City of Jackson intends to construct a pedestrian and recreational trail along the abandoned ICG railroad line from the new Farmer's Market on High Street to the various museum's located at LeFluer's Bluff State Park on Riverside Drive; and

WHEREAS, certain rights-of-way and easements must be acquired from private property owners to construct the improvements; and

ORDER AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ADMINISTER A GRANT WITH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY TO FUND THE ENVIRONMENTAL SERVICE CENTER (ESC), A PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION SITE.

WHEREAS, the Environmental Service Center located at 1570 University Boulevard is funded through the Mississippi Department of Environmental Quality's Solid Waste Assistance Grant; and

WHEREAS, the Solid Waste Assistance Grant is applied for October 1st and April 1st of each fiscal year; and

WHEREAS, the City is requesting the full amount of \$75,000.00 for October 1st and April 1st of each year to keep the Environmental Service Center operational; and

WHEREAS, the City provides the Environmental Service Center to residents in the tri-county area for the proper disposal of all household hazardous waste materials that cannot be disposed with regular garbage.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute any and all documents necessary to administer a grant for \$75,000.00 with the Mississippi Department of Environmental Quality, whose grant application date is October 1, 2023, to fund the Environmental Service Center, a permanent household hazardous waste collection site.

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

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

Nays – None.

Absent – Hartley and Stokes.

ORDER AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW FIRE STATION 20 BUILDING, CITY PROJECT NO. 15B7003.401.

WHEREAS, the governing authorities for the City of Jackson authorized a professional services agreement with Canizaro Cawthon Davis, A Professional Association (hereinafter "CCD") on July 12, 2016, for architectural services related to the construction of a new Fire Station 20 Building, City Project No. 15B7003.401, which was executed on December 19, 2016 in the amount of \$183,182.00; and

WHEREAS, the professional services agreement was amended, as Amendment No. 1, on January 14, 2020 with an expiration date of 1 January of 2022 at a contract addition of \$39,946.00; and

WHEREAS, the City has contracted with the building contractor for construction cost of \$3,080,000.00 with construction time extending to October 24, 2022; and

WHEREAS, pursuant to Amendment No. 3 approved on February 28, 2023, CCD agreed to provide additional architectural and engineering services necessary for the construction project for a contract addition of \$9,800.00 with the agreement expiring June 30, 2023; and

WHEREAS, the building contractor has continued to exceed his contracted Substantial Completion date of October 24, 2022 and the contractor's surety, Granite Re. Inc., has become involved, which has resulted in the need for continued additional construction administration services from CCD; and

WHEREAS, in order to provide the additional construction administration services necessary to complete the project, CCD has proposed Amendment No. 4, which will provide

Amendment
NO. 4

additional architectural and engineering services and allowances totaling \$5,000.00 to complete the project; and

WHEREAS, Amendment No.4 to the Agreement with CCD for Architectural Engineering Services is necessary to complete the construction of the new Fire Station 20 and will increase the contract total to an amount not to exceed \$252,865.00; and

WHEREAS, the Fire Department and Department of Public Works recommends that the City modify the completion date of the Agreement with CCD to September 30, 2023 to coincide with the projected completion of construction.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Amendment No.4 to the professional services agreement with Canizaro Cawthon Davis, a Professional Association for additional architectural and engineering services for new Fire Station 20, City Project No. 15B7003.401, increasing the total contract amount by \$5,000.00, resulting in a not to exceed amount of \$252,865.00, to be completed on or before September 30, 2023.

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

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

Nays – None.

Absent – Hartley and Stokes.

ORDER AUTHORIZING THE MAYOR TO TERMINATE THE LEASE AGREEMENT BETWEEN RETRO METRO, LLC AND THE CITY OF JACKSON, MISSISSIPPI AND TO VACATE THE SPACE AT THE METROCENTER MALL ON U.S. HIGHWAY 80.

WHEREAS, at some time in 2011, the City of Jackson entered into a lease agreement with Retro Metro, LLC, to lease office space for various City departments located at 3645 Highway 80 West, Jackson, Hinds County, Mississippi; and

WHEREAS, the Office of the City Attorney recommends that the governing authorities for the City of Jackson authorize the Mayor to terminate the lease agreement with Retro Metro, LLC; and

WHEREAS, the Metrocenter is in dire need of repairs, essential air conditioning, and many other revolving doors of issues that have gone unattended for some time; and

WHEREAS, on May 9, 2023, the governing authorities authorized the Mayor to execute two lease agreements to move City employees from the Metrocenter Mall; and

WHEREAS, the Office of the City Attorney recommends that the governing authorities for the City of Jackson terminate the lease agreement with Retro Metro, LLC, pursuant to the law against binding successors; and

WHEREAS, the Supreme Court of Mississippi and the Attorney General Office consistently have advised political entities that they may not bind successors in office in the exercise of their discretionary authorities unless there is express statutory authority to do so; and

WHEREAS, without express statutory authorities, the lease agreement with Retro Metro is voidable by this council under the laws of this state; and

WHEREAS, the Office of the City Attorney recommends that the Mayor be authorized to terminate said agreement and to vacate said premises later than August 31, 2023.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to terminate the lease agreement with Retro Metro, LLC, and to vacate the premises no later than August 31, 2023.

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

President Banks recognized Catoria Martin, City Attorney, and Sandra Moncure, Deputy City Attorney, who provided a brief overview of said item.

Thereafter, President Banks, called for a vote of said item:

Yeas – Grizzell, Lee and Lindsay.

Nays – Foote and Hartley.

Abstentions – Banks.

Absent – Stokes.

* * * * *

ORDER AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW FIRE STATION 20 BUILDING, CITY PROJECT NO. 15B7003.401.

WHEREAS, the governing authorities for the City of Jackson authorized a professional services agreement with Canizaro Cawthon Davis, A Professional Association (hereinafter "CCD") on July 12, 2016, for architectural services related to the construction of a new Fire Station 20 Building, City Project No. 15B7003.401, which was executed on December 19, 2016 in the amount of \$183,182.00; and

WHEREAS, the professional services agreement was amended, as Amendment No. 1, on January 14, 2020, to extend the term of the contract through January 1, 2022, and provide additional professional fees of \$39,946.00; and

WHEREAS, the City accepted the bid of Castle Black Construction in the amount of \$3,080,000.00 and entered into a contract in that amount with the construction substantial completion date of October 24, 2022; and

WHEREAS, Amendment No. 2 to the Contract with CCD revised the construction fee consistent with the bid, setting the basic fee at \$224,840.00 and increased the allowable reimbursable expenses by \$2,000.00 to a total allowable amount of \$8,000.00; and

WHEREAS, Castle Black Construction failed to substantially complete construction of the project pursuant to the terms of the contract and filed for Chapter 11 Bankruptcy; and

WHEREAS, Amendment No. 3, approved on February 28, 2023, provided additional architectural and engineering services necessary for the construction project due to the failure of Castle Black to substantially complete the project within the contract time at an additional cost of \$9,800.00 and an amended contract term through June 30, 2023; and

WHEREAS, due to Castle Black Construction's failure to complete the project as of June 30, 2023, pursuant to Amendment No. 4, approved on July 18, 2023, CCD agreed to provide additional architectural and engineering services necessary for the construction project for a contract addition of \$5,000.00 with the agreement expiring September 30, 2023; and

WHEREAS, the building contractor has continued to exceed his contracted Substantial Completion date of October 24, 2022, which has resulted in the need for continued additional construction administration services from CCD; and

WHEREAS, in order to provide the additional construction administration services necessary to complete the project, CCD has proposed Amendment No. 5, which will provide additional architectural and engineering services and allowances totaling \$5,000.00 to complete the project; and

WHEREAS, Amendment No. 5 to the Agreement with CCD for Architectural Engineering Services necessary to complete the construction of the new Fire Station 20 building will increase the contract total to an amount not to exceed \$257,865.00; and

Amendment No. 5

WHEREAS, the Fire Department and Department of Public Works recommends that the City modify the completion date of the Agreement with CCD to December 31, 2023 to coincide with the projected completion of construction.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Amendment No.5 to the professional services agreement with Canizaro Cawthon Davis, A Professional Association for additional architectural and engineering services for New Fire Station 20, City Project No. 15B7003.401, increasing the total contract amount by \$5,000.00, resulting in a not to exceed amount of \$257,865.00, to be completed on or before December 31, 2023.

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

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

ORDER AUTHORIZING THE MAYOR TO TERMINATE THE 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C450i DIGITALCOPIER BEING USED BY THE DEPARTMENT OF PUBLIC WORKS WATER/SEWER UTILITIES DIVISION.

WHEREAS, on October 25, 2022, the City of Jackson City Council authorized the Mayor to execute a 48-month copier rental agreement for the Department of Public Works Water/Sewer Utilities Division, with said copier being paid for from the Water/Sewer Enterprise Fund; and

WHEREAS, due to upcoming changes with the Water/Sewer Enterprise Fund, it is necessary to terminate the contract in accordance with the rental agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to terminate the 48-month rental agreement with Advantage Business Systems for a Konica Minolta Bizhub C450i Digital Copier being used and paid for by the Department of Public Works Water/Sewer Utilities Division.

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

President Banks recognized **Robert Lee, Interim Public Works Director**, who provided a brief overview of said item.

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

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

There came on for discussion, Agenda Item No. 36:

DISCUSSION: JOSEPH HOLIDAY- MAN UP! STAND UP: **President Banks** stated discussion item would be held due to the absence of **Council Member Stokes**.

DISCUSSION: WARD BOUNDARIES: **President Banks** recognized **Council Member Hartley** who expressed concerns regarding redistricting. **President Banks** requested the Chairperson of the Rules Committee and City legal prepare to have a discussion on the statutory responsibilities of the City Council.

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JANUARY 3, 2024 10:00 A.M.

693

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

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

Nays – None.

Abstention – Stokes.

Absent – Grizzell.

ORDER AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW FIRE STATION 20 BUILDING, CITY PROJECT NO. 15B7003.401.

WHEREAS, the governing authorities for the City of Jackson authorized a professional services agreement with Canizaro Cawthon Davis, a professional association (hereinafter “CCD”) on July 12, 2016, for architectural services related to the construction of a new Fire Station 20 Building, City Project No. 15B7003.401, which was executed on December 19, 2016 in the amount of \$183,182.00; and

WHEREAS, the professional services agreement was amended, as Amendment No. 1, on January 14, 2020 with an expiration date of January 1, 2022 with an additional agreement amount of \$39,946.00; and

WHEREAS, the City accepted the bid of Castle Black Construction in the amount of \$3,080,000.00 and entered into a contract in that amount with the construction substantial completion date of October 24, 2022; and

WHEREAS, Amendment No. 2 to the Contract with CCD revised the construction fee consistent with the bid, setting the basic fee at \$224,840.00 and increasing the allowable reimbursable expenses by \$2,000.00 to a total allowable amount of \$8,000.00; and

WHEREAS, Castle Black Construction failed to substantially complete construction of the project pursuant to the terms of the contract and filed for Chapter 11 Bankruptcy; and

WHEREAS, Amendment No. 3, approved on February 28, 2023, provided additional architectural and engineering services necessary for the construction project, due to the failure of Castle Black to substantially complete the project within the contract time, at an additional cost of \$9,800.00 and an amended contract term through June 30, 2023; and

WHEREAS, due to Castle Black Construction’s failure to complete the project as of June 30, 2023, pursuant to Amendment No. 4, approved on July 18, 2023, CCD agreed to provide additional architectural and engineering services necessary for the construction project for a contract addition of \$5,000.00 with the agreement expiring September 30, 2023; and

WHEREAS, pursuant to Amendment No. 5 approved on October 10, 2023, CCD agreed to provide additional architectural and engineering services necessary for the construction project for a contract addition of \$5,000.00 with the agreement expiring December 30, 2023; and

WHEREAS, the building contractor has continued to exceed his contracted Substantial Completion date of October 24, 2022, which has resulted in the need for continued additional construction administration services from CCD, but since the firing of the construction superintendent the building contractor is again making significant progress toward substantial completion, which is now anticipated to occur in January 2024 and will allow the Fire Department to occupy the new fire station; and

WHEREAS, in order to provide the additional construction administration services necessary to complete the project, CCD has proposed Amendment No. 6, which will provide additional architectural and engineering services and allowances totaling \$10,000.00 to complete the project; and

Amendment
no. 6

WHEREAS, Amendment No.6 to the Agreement with CCD for Architectural Engineering Services is necessary to complete the construction of the new Fire Station 20 building and will increase the contract total to an amount not to exceed \$267,865.00; and

WHEREAS, the Fire Department and Department of Public Works recommends that the City accept the proposed Amendment No. 6 and also modify the completion date of the Agreement with CCD to June 30, 2024 to coincide with the projected final completion of construction.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Amendment No.6 to the professional services agreement with Canizaro Cawthon Davis, a professional association for additional architectural and engineering services for the new Fire Station 20, City Project No. 15B7003.401, increasing the total contract amount by \$10,000.00, resulting in a not to exceed amount of \$267,865.00, to be completed on or before June 30, 2024.

Council Member Lindsay moved adoption; Council Member Hartley seconded.

President Banks recognized Robert Lee, City Engineer, who provided a brief overview of said item.

Thereafter, President Banks called for a vote of said item:

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

President Banks requested that Agenda Item No. 35 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER TO OVERRIDE THE DECEMBER 20, 2023 MAYOR’S VETO ON THE “ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI RESTRICTING THE USE OF TAKE HOME CITY VEHICLES EXCEPT THOSE DEEMED ESSENTIAL ACCORDING TO THIS ORDINANCE IN ADDITION, RESTRICTING THE USE OF TAKE HOME CITY VEHICLES OUTSIDE OF THE CITY LIMITS OF JACKSON WITH NO EXCEPTIONS AND THE TRANSFER OF ANY VEHICLE FROM ANY DEPARTMENT TO ANOTHER, WITHOUT CITY COUNCIL APPROVAL” ON THE NOVEMBER 7, 2023 CITY COUNCIL MEETING MINUTES.

WHEREAS, the City Council passed Agenda Item No. 10 during its November 7, 2023 Regular City Council meeting, the adoption of the Jackson Code of Ordinances restricting the use of take-home city vehicles except those deemed essential according to this ordinance in addition, restricting the use of take-home city vehicles outside of the City limits of Jackson with no exceptions and the transfer of any vehicle from any department to another, without City Council approval; and

WHEREAS, the City Council of Jackson, Mississippi deemed it necessary to comply with Mississippi Code Annotated, § 21-8-9 which states, the legislative power of the municipality shall be exercised by the municipal council; and

WHEREAS, said Ordinance was passed by the City Council with seven (7) in favor, zero (0) opposing; and

WHEREAS, said Order was vetoed by Mayor Chokwe A. Lumumba on December 20, 2023; and

WHEREAS, Aaron Banks, President of the Jackson City Council, pursuant to 21-8-18(2) of the Mississippi Code Annotated of 1972, in response to the Honorable Chokwe A. Lumumba’s veto, places this Order of reconsideration of vetoed Order before the City Council.



AIA[®]

Document G802[®] – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Fire Station #20
Jackson, Mississippi
CCD Project No. 16004
City of Jackson Project No.
15B7003.401

AGREEMENT INFORMATION:
Date: August 1, 2016

AMENDMENT INFORMATION:
Amendment Number: 007
Date: June 30, 2024

OWNER: *(name and address)*
City of Jackson
P.O. Box 17
Jackson, Mississippi 39205

ARCHITECT: *(name and address)*
CANIZARO CAWTHON DAVIS
129 S. President Street
Jackson, MS 39201-3605

The Owner and Architect amend the Agreement as follows:

Continue with contracted Basic Services and Additional Services because the Contractor, Castle Black Inc., has failed to complete the project in accordance with his project schedule.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

AIA Document B101 - 2007 Exhibit A. Add the following paragraph:

A.1.3.3 Add \$10,000.00 to the Contract Amount for Additional Services from July 1, 2024 through June 30, 2025 as per the hourly rates established in "Exhibit E" of the Professional Services Agreement.

Schedule Adjustment:

AIA Document B101-2007: Modify Paragraph 4.3.4 of the Agreement as follows:

4.3.4 If the services covered by this Agreement have not been completed by June 30, 2025, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services

SIGNATURES:

CANIZARO CAWTHON DAVIS
ARCHITECT *(Firm name)*

Steve Davis

SIGNATURE

T. Steven Davis, AIA, President
PRINTED NAME AND TITLE

DATE

City of Jackson

OWNER *(Firm name)*

SIGNATURE

Chokwe A. Lumumba, Mayor
PRINTED NAME AND TITLE

DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH I-55 MANAGEMENT, LLC AND I-55 MANAGEMENT T, LLC TO PROVIDE OFFICE SPACE FOR THE JACKSON POLICE DEPARTMENT, PRECINCT FOUR'S OPERATIONS.

AGENDA ITEM 44
8.27.2024
(Wade, Lumumba)

WHEREAS, the Jackson Police Department, Precinct Four, is currently housed in the Colonial Mart Shopping Center, 5080 Parkway Drive, Jackson, MS 39211; and

WHEREAS, Precinct Four's current office space is in a state of disrepair, and Precinct Four requires an alternate location; and

WHEREAS, the Jackson Police Department ("Tenant") recommends to the governing authorities for the City of Jackson that the Mayor be authorized to execute a lease with I-55 Management LLC, with its principal office at 1200 Meadowbrook Road #17, Jackson, MS 39211 and I-55 Management T, LLC, with its principal address at 4785 Old Canton Road, Jackson, MS 39211, ("Landlord") to relocate Precinct Four to 5469 I-55 North Frontage Road, Jackson, MS 39206; and

WHEREAS, the Jackson Police Department proposes that the City enter into a 24-month lease, with three one-year options to renew, subject to the prior approval of the governing authority for the City of Jackson; and

WHEREAS, Tenant must exercise its renewal option by providing written notice to Landlord of Tenant's intention to renew at least six months prior to the expiration of the original lease term. Monthly rent during the option renewal period shall be fair market value rent. Fair market value rent shall be the greater of (a) the monthly rent for the immediately preceding term, or (b) the Fair Market Rental Value; and

WHEREAS, base rent will be \$4,600.00 per month for the first 12 full calendar months and \$4,738.00 for the second 12 full calendar months; and

WHEREAS, after Landlord has secured quotes from contractors and vendors for the improvements listed on Exhibit C-1, Tenant shall approve or reject such quotes. When Tenant has approved quotes and Landlord has completed the work, Tenant shall reimburse Landlord for the cost of such work in equal monthly payments over the remaining initial term of this Lease or, if the lease terminates for any reason prior to expiration of the initial term, then in a lump sum upon termination. Tenant acknowledges that Landlord may perform some of the work listed on Exhibit C-1 prior to the commencement of the Lease or prior to securing quotes for all of the work listed on Exhibit C-1; and

WHEREAS, the City of Jackson will reimburse the Landlord for the cost of construction throughout the lease, which will also be included in the base rent, but JPD will bring the cost of improvements back before this council for approval since, at this time, JPD does not have the exact cost of improvements; and

WHEREAS, in an effort to cut down the cost for improvement, the Department of Care and Maintenance will perform the work in Exhibit C-2 for the benefit of the City of Jackson; and

WHEREAS, Landlord shall notify Tenant once Landlord's Work is completed. Tenant reserves the right to inspect the Premises within fifteen (15) days after Landlord's Work is completed. If Tenant identifies any material defects in Landlord's work, then Tenant shall have the right to notify Landlord of such material defects within ten (10) days after the inspection. If Tenant timely notifies Landlord of such defects and Landlord fails to cure the defects within sixty (60) days after Landlord's receipt of notice, then Tenant shall have the right to terminate the Lease; and

WHEREAS, the Landlord will timely pay all taxes, assessments, obligations, levies, fees, charges, costs, expenses, and other obligations assessed against the Landlord or any of the Landlord's property. The Tenant shall not be responsible for any taxes levied against the Landlord's property, including any special assessments levied against the Landlord's property; however, the Tenant shall not encourage any legislative or tax-setting authority to authorize or assess or levy any special assessments affecting the Premises; and

WHEREAS, Tenant will separately meter and pay the cost of all utilities including electricity, gas, telephone, water, sewer and trash collection and any other utilities supplied to the Leased Premises which accrue with respect to any period after Landlord's tender of possession. If Tenant does not pay the same, Landlord is authorized (but not required) to pay the same and to add the amounts so paid to the rent due under this Lease. Landlord shall not be liable for the failure or interruption of such services to the Premises, or for any loss or damage resulting from an interruption of services; and

WHEREAS, to ensure timely payment of rent and additional rent, Landlord must register as a vendor with the City of Jackson and on the Tenant's Vendor Self Service (VSS) platform and complete the required W-9 Form and Direct Deposit (ACH) Form with Tenant's VSS application. Itemized invoices must reflect the cost of rent and the additional rent, i.e., the Unamortized Landlord Construction Costs and must be submitted by email to the Jackson Police Department and more specifically to Cleopatra Norris at cnorris@city.jackson.ms.us and Captain Michael Outland at moutland@city.jackson.ms.us for payment no later than on or before the fifteenth (15th) day of each month; and

WHEREAS, Landlord shall have the right to transfer and assign in whole or in part, by operation of law or otherwise, its rights and obligations hereunder whenever Landlord, in its sole judgment, deems it appropriate with forty-five (45) days' notice to Tenant. However, Tenant shall have the right to terminate said Lease before the expiration of the forty-five (45) days' notice, but, with reasonable business judgment on behalf of the Tenant but without any liability to Tenant; and

WHEREAS, should the Premises be damaged or destroyed by any casualty covered by insurance policies, Landlord shall, except as otherwise provided herein, and only to the extent it recovers proceeds from such insurance, repair and/or rebuild the same with reasonable diligence. Such obligation is subject to the written consent of Landlord's mortgagee(s) who have a prior right to such insurance proceeds. Landlord shall not be obligated to repair or replace Leasehold Improvements or Tenant's personal property, unless damages was caused by an act or omission of the Landlord; and

WHEREAS if the Premises is totally damaged or rendered wholly untenable by fire or other casualty, or if substantial casualty loss occurs during the last twelve (12) months of the term of the Lease, Landlord or Tenant shall have the option to terminate this Lease upon written notice without further obligation to each other. Tenant agrees that it shall have no interest in any amounts paid by an insurance company to Landlord due to fire or other casualty loss. The rentals payable by Tenant and Tenant's other payment obligations under any provisions of this Lease shall be abated by the proportion that any damage to or destruction of the Premises, which renders that portion of the Premises unfit for operation, bears to the entire Premises; and

WHEREAS, in the event the premises is damaged for more than thirty (30) consecutive days or more, and makes it impossible to run a precinct, the Tenant shall have the right to terminate said agreement without penalty or liability and shall pay Landlord the proportion of the Unamortized Landlord Construction Costs up to the day of any damage to or destruction of the Premises, which renders that portion of the Premises unfit for operation; and

WHEREAS, if: (a) the Landlord fails to comply with any term, provision, condition, or covenant of this Agreement; (b) the Landlord fails to make repairs and/or maintain the Premises as set forth in this Agreement; (c) any petition is filed by or against the Landlord under any section or chapter of the Federal Bankruptcy Act , as amended , or under any similar law or statute of the United States or any state thereof; (d) the Landlord becomes insolvent or makes a transfer in fraud of creditors; (e) the Landlord makes an assignment for the benefit of creditors; (f) a receiver is appointed for the Landlord or any of the assets of the Landlord; or (g) any event that would constitute a default under Section 23 of the Agreement, then in any of such events, the Landlord shall be in default and the Tenant shall have the option to do any one or more of the following: (i) enter the Premises either with or without process of law and to expel, remove all personal property and terminate this Agreement ; (ii) the right to repair said Premises and offset the cost by reducing the amount of rent due to Landlord; or (iii) any remedy available to Landlord under Section 23 and 24 of the Agreement; and

WHEREAS, Tenant, upon paying the rents herein reserved and performing and observing all of the other terms, covenants and conditions of this Lease on Tenant's part to be performed and observed, shall peaceably and quietly have, hold and enjoy the Leased Premises during the Term, subject, nevertheless, to the terms of this Lease and to any mortgages, ground or underlying Leases, agreements and encumbrances to which this Lease is subordinate and to all applicable zoning rules and regulations; and

WHEREAS, it is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Lease is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Lease are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall, upon ten (10) working days written notice to the Landlord to terminate this Lease; and

WHEREAS, it is understood that if this Lease requires approval by the Governing Authority/City Council and this Lease is not approved by the Governing Authority/City Council, it is terminated. In the event the Lease is terminated, Tenant shall pay the Monthly Rental due through the date of termination along with the Unamortized Landlord Construction Costs to Landlord as of the date of termination; and

WHEREAS, notwithstanding anything else in this Lease Tenant, at its option, may terminate this Lease on sixty (60) days' notice given within one hundred eighty (180) days after the occurrence of any of the following:

(i) The Leased Premises and/or building in which the Leased Premises are located shall be materially damaged or destroyed as a result of any occurrence which is not covered by

Landlord's insurance; or

(ii) More than 50% of the area of the Leased Premises shall be destroyed; or

(iii) Any or all of Leased Premises are damaged to such an extent that, in the sole judgment of Landlord, cannot be operated as an economically viable unit.

Tenant shall pay to Landlord the Monthly Rental due through the date of termination, including the payment for legal services incurred by Landlord as determined by a court of competent jurisdiction.

IT IS THEREFORE ORDERED, that the Mayor is authorized to execute a lease and related documents with I-55 Management LLC and I-55 Management T, LLC, to relocate Precinct Four to 5469 I-55 North Frontage Road, Jackson, MS 39206.

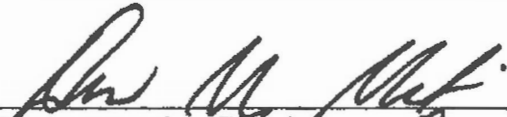
IT IS FURTHER ORDERED, that the Jackson Police Department shall make rental payments as outlined in this order and the lease agreement.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH I-55 MANAGEMENT, LLC AND I-55 MANAGEMENT T, LLC TO PROVIDE OFFICE SPACE FOR THE JACKSON POLICE DEPARTMENT, PRECINCT FOUR'S OPERATIONS legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney *DM*
Sondra Moncure, Special Assistant *SM*

9/20/24

Date

CLERK OF THE CITY ATTORNEY
9/20/24

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE August 16, 2024

	POINTS	COMMENTS																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH I-55 MANAGEMENT, LLC AND I-55 MANAGEMENT T, LLC TO PROVIDE OFFICE SPACE FOR THE JACKSON POLICE DEPARTMENT, PRECINCT FOUR'S OPERATIONS.																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention, Quality of Life, Changes in City Government																																													
3.	Who will be affected	The City of Jackson and The Jackson Police Department																																													
4.	Benefits	Rent Payments for Precinct Four																																													
5.	Schedule (beginning date)	Upon council approval																																													
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ ■ Project limits if applicable	City in General																																													
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Jackson Police Department																																													
8.	COST	\$112,056																																													
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	001.442.44.6923																																													
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">ABE</td> <td style="width: 10%;">_____ %</td> <td style="width: 10%;">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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Chief of Police
Joseph Wade

JACKSON POLICE DEPARTMENT

Assistant Chief of Police
Wendall Watts

Memorandum

To: Joseph Wade, Chief of Police

8-15-24

VIA: Wendall Watts, Assistant Chief of Police

8-15-24

From: Timothy Hudson, Captain

TH 8-15-24

Date: 08/15/2024

Re: Police Precinct 4 Lease Agreement

I am writing to formally present a proposal for relocating our operations to a new facility within the jurisdiction of Police Precinct 4. As you are aware, the lease agreement for our current location is nearing its expiration, necessitating an immediate transition to a new premises. After careful consideration and thorough analysis, I have identified a location that I believe will significantly enhance our ability to serve our community efficiently and effectively.

The proposed site is located at 5469 I-55 North Frontage Road. This location, strategically positioned along a major thoroughfare, offers several distinct advantages that make it an ideal choice for our needs:

- 1. Enhanced Accessibility:** The I-55 North Frontage Road location provides direct and immediate access to one of the primary transportation arteries in our jurisdiction. This proximity to the interstate will enable our teams to respond to service calls with greater speed and efficiency, thereby improving our overall response times and enhancing the safety and well-being of the citizens we serve.
- 2. Improved Operational Efficiency:** The strategic placement of this location allows for streamlined ingress and egress, minimizing delays associated with congested traffic areas. This will allow our patrol units to cover a broader area with improved operational efficiency, ensuring that we can maintain our commitment to public safety and community service at the highest levels.
- 3. Proximity to Key Service Areas:** The I-55 corridor is a critical region within our jurisdiction, and being stationed along this route will provide us with a tactical advantage. This location is central to many of the key areas we serve, reducing the distance and time required to reach various parts of our precinct.
- 4. Long-Term Viability:** The facility at 5469 I-55 North Frontage Road offers ample space and infrastructure to support our current operations, with the flexibility to accommodate future



growth. This foresight ensures that our precinct will not only meet our immediate needs but also remain a viable and effective base of operations for the foreseeable future.

While our current location at the Colonial Mart has served us well, the move to the I-55 Frontage Road location represents a significant upgrade in terms of strategic positioning and operational potential. The benefits of this relocation extend beyond mere logistics; they underscore our ongoing commitment to delivering the highest standard of service to our community.

I respectfully submit this proposal for your review and approval. I am confident that this relocation will greatly enhance our ability to fulfill our mission, and I look forward to discussing this further with you. Please feel free to contact me at your earliest convenience to arrange a site visit or to address any questions you may have.

Thank you for your time and consideration.



Chief of Police
Joseph Wade

JACKSON POLICE DEPARTMENT

Assistant Chief of Police
Wendall Watts

Memorandum

To: Chokwe Lumumba, Myor

From: Joseph Wade, Chief of Police

Date: 08/15/2024

Re: Police Precint 4 Lease Agreement

I have thoroughly reviewed the memorandum submitted by Captain Hudson, in which he thoughtfully outlines the necessity and strategic advantages of relocating his police squad to the proposed new location at 5469 I-55 North Frontage Road. Upon careful consideration of his well-articulated rationale, I find myself in complete concurrence with his assessment.

Captain Hudson has presented a compelling case for this relocation, emphasizing the critical importance of ensuring that our police operations are optimally positioned to serve the needs of our community with the utmost efficiency and effectiveness. The strategic positioning of the proposed location along the I-55 North Frontage Road, a vital arterial route within our jurisdiction, cannot be overstated. It offers unparalleled access to key service areas and will undoubtedly enhance our ability to respond swiftly to emergencies and calls for assistance.

The enhanced accessibility and operational efficiency that Captain Hudson has identified are indeed paramount. The ability to reduce response times through more direct routes and to circumvent potential delays associated with less strategically located facilities will have a profound impact on our capacity to safeguard the well-being of our citizens. In an era where time is of the essence in emergency response, the benefits of this move are both tangible and significant.

Moreover, the foresight Captain Hudson has demonstrated in considering the long-term viability of the proposed site speaks to his dedication to not only meeting our current operational needs but also to planning for the future. The facility's capacity to support both present and future demands will ensure that our precinct remains at the forefront of law enforcement capabilities, equipped to handle the evolving challenges of our jurisdiction.

I am particularly persuaded by the notion that this relocation represents a meaningful upgrade, not merely in terms of logistics, but as a reaffirmation of our unwavering commitment to public safety. By positioning our resources where they can be most effective, we are making a definitive statement about our priorities and our dedication to the citizens we serve.



In light of these considerations, I fully endorse Captain Hudson's recommendation for relocation. I am confident that this move will be highly advantageous, bolstering our ability to provide the highest standard of police service. I urge that this proposal be given the favorable consideration it merits, and I stand ready to support this transition in any way necessary.

EXHIBIT "C-1"
IMPROVEMENTS

1. Remove chain link fence and gate.
2. Mark 22 existing parking spaces reserved.
3. Stripe and mark assigned 4 parking spaces.
4. Keyless entry system and door buzz system.
5. Paint all existing office spaces and hallways.
6. Replace damaged or stained ceiling tiles in conference room.
7. Finish evidence room for Precinct 4 (Storage 10) after Tenant installs ceiling and provides drywall on walls that do not currently have drywall.
8. Install deadbolt lock on Precinct 4 evidence room.
9. Provide ventilation for Precinct 4 evidence room after Tenant installs ceiling and provides drywall on walls that do not currently have drywall.
10. Install ceiling in existing warehouse bathroom.
11. Finish and provide fixtures for 10'×10' women's bathroom in warehouse after Tenant installs plumbing and completes framing. The bathroom will have two toilets and a lavatory.

EXHIBIT "C-2"

TENANT IMPROVEMENTS

SCOPE OF PROPOSED WORK

- Add women's restroom w/ 2 stalls directly behind office 12 in warehouse area
- Add security entrance at hallway in lobby area
- All electrical wiring and fixtures, HVAC and plumbing will be supplied by vendor
- Data and any additional communication equipment will be provided by the City

EVIDENCE ROOM:

Room shall be constructed with steel stud members. Interior walls will be and ceiling will be sheathed w/ 5/8" plywood (screwed). Roof construction shall consist of 2x8 wood w/ 5/8" plywood above the deck. Solid core door with clients preferred locking mechanism.

WOMEN'S RESTROOM:

Restroom will be 10' x 10' (100 sq. ft.) and will consist of two stalls and a sink.

SECURITY ENTRANCE:

Entrance is to be located on the left side of the lobby near the restroom door. This entrance shall serve as a buffer between the public and staff and shall be electronically operated by staff only. This door will be solid core wood or steel.

LEASE AGREEMENT

This Lease is entered into effective as of this _____ day of _____, 2024, by and among I-55 Management, LLC, a Mississippi limited liability company, and I-55 Management T, LLC, a Mississippi limited liability company (collectively "**Landlord**"), with its principal office at 4785 Old Canton Road, Jackson, MS 39211 and the City of Jackson, Mississippi ("**Tenant**"). The terms "Landlord" and "Tenant" shall include, whenever the context admits or requires, singular or plural, the heirs, legal representatives, successors and assigns of the respective parties, as expressly authorized by law.

In consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Landlord and Tenant hereby mutually agree that the Landlord shall lease the Premises, as defined below, to the Tenant on the terms provided herein.

1. **PREMISES:** Subject to and in accordance with the provisions hereof, Landlord leases to Tenant and Tenant leases from Landlord the Premises as designated on Exhibit A as 8,311 square feet, more or less, hereinafter referred to as the "**Premises**", with an address of 5465 I-55 North, Suite 105, Jackson, County of Hinds, State of Mississippi. In Consideration of the following covenants, Landlord leases to Tenant and Tenant takes and hires from Landlord the Premises. Tenant further acknowledges that it accepts the Premises in its "as is" condition.

2. **TERM:** The term of this Lease shall begin on September 1, 2024, and shall end on August 31, 2026, with three one-year options to renew, subject to the prior approval of the governing authority for the City of Jackson. Tenant shall have an option to renew, as described in Section 7 below.

3. **BASE RENT:** The City of Jackson requires all recipients of public funds to submit invoices electronically throughout the term of any Agreement. Invoice for the initial payment of Base Rent shall be submitted immediately upon Tenant's occupancy of the Premises and shall be paid within forty-five (45) days of receipt. All invoices for Base Rent payments submitted thereafter shall be paid by Tenant on or before the fifteenth (15th) day of each month, without offset or deduction.

Tenant shall pay Base Rent to Landlord in monthly installments commencing on or before the forty-fifth (45th) day after Commencement Date and continuing on the fifteenth (15th) day of each month during the Term, provided that if the Premises are not prepared for full occupancy on or before the Commencement Date, the corresponding monthly payments of Base Rent shall be prorated based on the amount of Rentable Area of Premises available for occupancy per calendar month until such time as Tenant is fully occupying the Premises. All invoices for Base Rent payments submitted thereafter shall be paid by Tenant on or before the fifteenth (15th) day of each

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month, with prior notice (invoice) or prior demand.. The improvements listed on Exhibit C-1 shall, subject to Section 3(E) below, be completed by the Landlord after Tenant begins paying Base Rent.

The rent under this Lease shall be payable, without any counterclaim, set-off, deduction or defense, as follows:

(A) Base rent will be \$4,600.00 per month for the first 12 full calendar months.

(B) Base Rent in each successive year will increase by three percent (3%) of the rental amount paid during the preceding calendar year, as listed below:

Sept. 1, 2024 – Aug. 31, 2025	\$4,600.00
Sept. 1, 2025 – Aug. 31, 2026	\$4,738.00

(C) If the first or last day of any period described in paragraphs (A) through (E) of this Section 3 is other than the first day of a calendar month, then the rental amounts set forth above will be prorated based on the number of days in the calendar month containing such day.

(D) If payments of an invoice is not made with within forty-five (45) days after receipt, inspection, and approval by Tenant of the invoice, the Tenant shall be liable to the Landlord, in additional to the amount of the invoice, for interest at a rate of one and one half percent (1 ½%) per month or portion thereof of the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to the vendor. The Landlord reserves the right to waive additional rent. All late charges shall be deemed due as "additional rent".

(E) After Landlord has secured quotes from contractors and vendors for the improvements listed on Exhibit C-1, Tenant shall approve or reject such quotes. When Tenant has approved quotes and Landlord has completed the work, Tenant shall reimburse Landlord for the cost of such work in equal monthly payments over the remaining initial term of this Lease or, if the lease terminates for any reason prior to expiration of the initial term, then in a lump sum upon termination. Tenant acknowledges that Landlord may perform some of the work listed on Exhibit C-1 prior to the commencement of the Lease or prior to securing quotes for all of the work listed on Exhibit C-1.

4. **ACCESS PRIOR TO COMMENCEMENT DATE.** Tenant shall have the right to enter the Premises after the mutual execution of this Lease and prior to September 1, 2024. Such early access to the Premises by Tenant shall be solely for the purpose of making the Tenant Improvements, as defined below in Exhibit C-2, installing Tenant's cabling, furniture, fixtures, and equipment in the Premises.

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5. **ADDITIONAL RENT:** Wherever it is provided in this Lease that Tenant is required to make any payment to Landlord, or any other entity, such payment shall be deemed to be additional rent, and all remedies applicable to the non-payment of rent shall be applicable thereto. Notwithstanding the foregoing, such additional rent shall not be deemed to be monthly rent payable pursuant to Section 3.

6. **SECURITY DEPOSIT:** None.

7. **OPTION TO RENEW:** Tenant shall have three one-year options to renew the lease upon the expiration of the initial two-year term lease.. Tenant must exercise its renewal option by providing written notice to Landlord of Tenant's intention to renew at least six months prior to the expiration of the original lease term. Monthly rent pursuant to Section 3 during the option renewal period shall be fair market value rent. Fair market value rent shall be the greater of (a) the monthly rent pursuant to Section 3 for the immediately preceding term, or (b) the Fair Market Rental Value. As used herein, the term "Fair Market Rental Value" shall mean the fair market rental value of the Premises at the beginning of the renewal term, determined as provided in this Section 7.

Within ten (10) days of delivery by Tenant to Landlord of a written renewal notice, Landlord shall provide to Tenant Landlord's reasonable written estimate of the Fair Market Rental Value of the Premises and within ten (10) days thereafter, Landlord and Tenant shall use reasonable efforts (in accordance with the procedure set forth herein) to agree upon the Fair Market Rental Value of the Premises.

Fair Market Rental Value shall be determined based on the fair market rental value for comparable retail space in the Jackson, Mississippi metropolitan area, taking into account the size, age, location and other considerations appropriate for determining fair market rental value.

If Landlord and Tenant are unable to agree upon the Fair Market Rental Value of the Premises within such above-stated period, then within ten (10) days of the expiration of such period, this lease will automatically be terminated without notice or penalty to either party.

8. **INTEREST ON PAST DUE OBLIGATIONS:** Any amount due from Tenant to Landlord other than the monthly Base Rent pursuant to Section 3 of this Lease, which is not paid within fifteenth (15th) day of each month during the Term, shall bear interest of 1 ½% per month, as provided in Section 31-7-305(3) of the Mississippi Code.

9. **PAYMENT OF TAXES:** The Landlord will timely pay all taxes, assessments, obligations, levies, fees, charges, costs, expenses, and other obligations assessed against the Landlord or any of the Landlord's property. The Tenant shall not be responsible for any taxes levied against the Landlord's property, including any special assessments levied against the

Landlord's property; however, the Tenant shall not encourage any legislative or tax-setting authority to authorize or assess or levy any special assessments affecting the Premises.

10. **SIGNAGE AND WINDOW COVERING:**

(A) Unless directed otherwise by Landlord, all signs placed in or on the Premises shall be removed by Tenant at termination of the Lease. All identification signs or signage displayed on the exterior or interior of the building by Tenant must have prior written approval of the Landlord. All signage will be maintained in good condition by Tenant. Any window coverings and treatments, other than blinds, shall be the responsibility of the Tenant and shall be approved in writing by Landlord before installation.

(B) Tenant shall, at Tenant's expense, purchase a sign ("**Tenant's Sign**") to be installed, as provided in Section 15 below, on the existing pylon. Tenant and Landlord shall cooperate in the design of the Tenant's Sign to ensure that it is compatible with the existing pylon.

11. **PAYMENT OF UTILITIES:** Tenant will separately meter and pay the cost of all utilities including electricity, gas, telephone, water, sewer and trash collection and any other utilities supplied to the Leased Premises which accrue with respect to any period after Landlord's tender of possession. If Tenant does not pay the same, Landlord is authorized (but not required) to pay the same and to add the amounts so paid to the rent due under this Lease. Landlord shall not be liable for the failure or interruption of such services to the Premises, or for any loss or damage resulting from an interruption of services.

12. **PAYMENTS AND NOTICES:** To ensure timely payment of rent and additional rent, Landlord must register as a vendor with the City of Jackson and on the Tenant's Vendor Self Service (VSS) platform and complete the required W-9 Form and Direct Deposit (ACH) Form with Tenant's VSS application. Itemized invoices must reflect the cost of rent and must be submitted by email to the Jackson Police Department and more specifically to Cleopatra Norris at cnorris@city.jackson.ms.us and Captain Michael Outland at moutland@city.jackson.ms.us for payment no later than on or before the fifteenth (15th) day of each month.

All notices given to Landlord hereunder shall be sent to:

I-55 Management, LLC
Attn: Lynda Costas
1200 Meadowbrook Road, #17
Jackson, MS 39206-6109

I-55 Management T, LLC
Attn: Grant Monroe
P.O. Box 2093
Ridgeland, MS 39158-2093

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All notices given to Tenant hereunder shall be sent to Tenant at 5469 I-55 North, Suite 105, Jackson, MS 39206 and 455 East Capitol Street Jackson, MS 39207 by certified mail, return receipt requested, until Landlord is notified otherwise in writing by Tenant, or delivered to Tenant at the Premises.

13. **USE OF PREMISES:** The Premises are Leased to the Tenant solely for the use as a police precinct, district office, mobile crime lab unit, and for storage of specialized crime lab unit equipment, supplies and materials related thereto. Tenant agrees to continuously operate the Premises for such purposes during the entire term of this Lease and to operate its business pursuant to the highest reasonable standards as a police precinct. Tenant agrees that Tenant's activities will be conducted in the Premises, at a minimum, from 12:00 a.m. to 12:00 p.m., seven days a week.

14. **ASSIGNMENT AND SUBLETTING:** Tenant may not assign, mortgage or sublet this Lease in whole or in part ("**Transfer**"), without the prior written consent of Landlord, which consent will not be unreasonably withheld or conditioned in Landlord's sole discretion. Landlord and Tenant agree that Landlord may withhold its consent to any proposed Transfer to a transferee who, or is not deemed by Landlord in Landlord's reasonable business judgment, to be an acceptable credit risk. In addition, if required in the Landlord's reasonable business judgment, any transferee shall, by valid written instrument, expressly assume for itself and its successors and assigns, and for the benefit of Landlord, all of the obligations of Tenant under this Lease. Any request by Tenant for Landlord's consent to a Transfer shall include (i) the name of the proposed transferee; (ii) the nature of its business and proposed use of the Premises; (iii) complete information as to the financial condition and standing of the proposed transferee; and (iv) the terms and conditions of the proposed Transfer. Tenant shall promptly supply such additional information about the proposed Transfer and transferee as the Landlord reasonably requests. Landlord shall also have the right to meet and interview the proposed transferee.

Landlord shall have the right to transfer and assign in whole or in part, by operation of law or otherwise, its rights and obligations hereunder whenever Landlord, in its sole judgment, deems it appropriate with forty-five (45) days' notice to Tenant. However, Tenant shall have the right to terminate said Lease before the expiration of the forty-five (45) days' notice, but, with reasonable business judgment on behalf of the Tenant but without any liability to Tenant. Any sale, conveyance or transfer of the building will operate to release Landlord from liability from and after the effective date of such sale, conveyance, transfer or assignment upon all of the covenants, terms and conditions of this Lease, express or implied, except for those liabilities that arose prior to the effective date of such sale, conveyance, transfer or assignment. After such effective date, Tenant will look solely to Landlord's successor in interest in and to this Lease.

15. **ADDITIONS, ALTERATIONS AND RESTORATION:**

(A) Tenant may, at Tenant's expense, make improvements to the Premises, including, but not limited to, installation of a door separating the office foyer from the rest of the

office, install partition to divide conference room, fortifying an existing room to be used as an evidence room, fortifying existing bathroom in warehouse by adding a ceiling, and framing and piping a bathroom with two stalls in the warehouse area (collectively "**Tenant Improvements**"), as set forth in C-2. Landlord shall approve the written plan of all such improvements. Landlord and Landlord's architect and other representatives shall have the right to inspect and approve the Tenant Improvements as they are being constructed and upon completion. Tenant shall provide Landlord with copies of contractor lien releases, if applicable, relating to the Tenant Improvements. Tenant's contractors shall be licensed contractors that are reasonably acceptable to the Landlord.

(C) Tenant shall not make any changes or alterations in or to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. All Tenant Improvements which may be made or installed by Tenant upon the Premises and which in any manner are attached to the floors, walls, windows or ceilings shall be done in accordance with all governmental building, health or other codes. Except as provided in the last sentence of this Section 15(C), at termination of this Lease, Tenant shall remove all Tenant Improvements and restore the Premises to its original condition prior to their installation, ordinary wear and tear excepted. Tenant shall remove its personal property from the Premises at the termination of this Lease and deliver all keys and key cards to Landlord. During the term of the Lease, Tenant shall, at Tenant's cost, make any changes or alterations in the Premises that may become necessary due to Tenant's particular use of the Premises, to cause the Premises to conform to all governmental and insurance underwriters' requirements now in effect and adopted before or after the Lease date, including without limitation, the Americans with Disabilities Act of 1990. As an alternative to Tenant's removal of Tenant Improvements, the parties agree that the Landlord may recommend to Tenant particular Tenant Improvements to be excepted from Tenant's duty to remove. If Tenant must remove Tenant Improvement from the Premises, Landlord must afford Tenant the opportunity to do so, with Tenant bearing all cost of the removal. If Tenant agrees to leave a particular Tenant Improvement on the Premises, which both Landlord and Tenant agree to accept, fair market value must be obtained for said improvement as to not run afoul of Article 4, Section 66 of the Mississippi Const. of 1890.

16. **REPAIRS AND MAINTENANCE:**

(A) Within a reasonable period after receipt of written notice from Tenant, Landlord shall, at Landlord's expense, make necessary structural repairs, necessary repairs and shall keep in good condition to the roof, foundations, structural walls, load bearing structures, plumbing, pipes, and conduits located outside the Leased premises, necessary repairs to sidewalks, parking areas, and curbs and replacements, or repairs to the Premises as may be necessary to maintain the building in a state of tenantable repair. Landlord will be responsible for maintenance and repairs of HVAC serving the office area, plumbing below or encased in the foundation or below any slabs or driveways, roof, electrical systems in the office and warehouse areas (not

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including any systems installed by the Tenant), and exterior walls, except when damage to such systems is caused by Tenant's negligence or intentional acts.

(B) Tenant shall, at Tenant's expense, keep and maintain in good order and repair, including replacements, all portions of the Premises not specifically designated above as Landlord's obligation, including, without limitation, the exterior and interior portions of all doors, door hardware and operators, windows, window hardware, plate glass, storefronts, showcases surrounding the Premises, all plumbing not described in paragraph (A) above, sprinkler systems, plumbing and the restroom facilities - within the Premises, fixtures, all signs, interior walls, floors, ceilings, all interior building appliances and similar equipment, including light bulb replacement, and any extraordinary repairs. If at any time during the term of the Lease, Tenant fails to make any repairs or perform any maintenance required herein, Landlord shall have the right, but not the obligation, upon giving five (5) days prior notice to Tenant, to make or perform such maintenance or repairs, and in such event, the cost of such repairs or maintenance shall be reimbursed to Landlord by Tenant on demand. Tenant assumes responsibility for damage to all outside areas resulting from Tenant's negligent or abusive use. This responsibility extends not only to the paved area, but also to outside fences, if damage is caused by negligence or abuse of Tenant. Tenant also assumes responsibility for damage to the exterior walls as a result of any negligence or abuse on behalf of Tenant.

(C) Tenant, at its sole cost and expense, shall be responsible for preventive maintenance on the HVAC servicing the office area.. Following receipt Landlord's request, Tenant shall have the HVAC system inspected by a qualified licensed HVAC contractor at least twice per year. The inspections shall be completed between March 1st and May 31st and between September 1st and December 31st of each year. Following receipt of Landlord's request, Tenant shall provide Landlord with a copy of the invoice or report from the inspecting company giving evidence that the system has been inspected. If Landlord has not received from Tenant a copy of the inspection report within thirty (30) days of Tenant's receipt of Landlord's request, then Landlord shall have the right to have the HVAC equipment inspected by a company selected by Landlord. Landlord shall bill Tenant for the cost of this inspection, which shall be paid within thirty (30) but no more than forty-five (45) days of receipt of Landlord's invoice.

17. PROHIBITION OF CONSTRUCTION LIENS:

(A) Tenant is expressly prohibited from creating, causing or permitting by its inaction or that of its employees, representatives, contractors, subcontractors, or materialmen any liens or encumbrances of any nature whatsoever against the Premises. Nothing contained in this Lease shall be construed as a consent on the part of Landlord to subject any portion of the estate of Landlord to liability under the Construction Lien Laws of the State of Mississippi.

(B) Tenant shall strictly comply with the Construction Lien Laws of the State of Mississippi. If any such lien is filed against the Premises, Tenant shall within fifteen (15) days thereafter cause the lien to be fully discharged by either paying the obligation secured thereby or bonding it off of the Premises or the Shopping Center, as the case may be, in accordance with applicable provisions of Mississippi law through a bonding company or other surety reasonably acceptable to Landlord. Tenant is not authorized to act for or on behalf of Landlord as its agent, or otherwise, for the purpose of constructing any improvements to the Premises, and neither Landlord nor Landlord's interest in the Premises shall be subject to any obligations incurred by Tenant. Landlord shall be entitled to post on the Premises during the course of any construction by Tenant such notice of non-responsibility as Landlord deems appropriate for the protection of Landlord and its interest in the Premises. Tenant shall, before the commencement of any work which might result in any such lien, give to Landlord written notice of its intention to do so in sufficient time to permit the posting of such notices. Notwithstanding any provision of this Agreement, Tenant shall have no right to conduct any activities on the Premises which would subject the Premises to a construction lien.

(C) If Tenant fails to fully discharge any such lien within said fifteen (15) day period, Landlord may (but shall not be so obligated) pay the claim secured by such lien and any costs, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due and owing from Tenant to Landlord as Additional Rent, and Tenant shall pay the same to Landlord with interest at the highest rate allowable by law from the dates of Landlord's payments. Further, Tenant agrees to indemnify, defend and save Landlord harmless from and against any damage or loss incurred by Landlord as a result of any such mechanics' or other form of claim of lien.

(D) If any claims of lien are filed against the Premises or any action affecting the title to such property be commenced, the party receiving notice of such lien or action shall forthwith give the other party written notice thereof. _____

(E) The terms and provisions of this section shall survive the termination of this Lease.

18. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS: The Tenant shall promptly comply with all statutes, ordinances, rules, orders,

regulations and requirements of any federal, state or municipal government and of any and all their departments and agencies applicable to said Premises, for the correction, prevention and abatement of nuisances or other grievances, in, upon, or connected with the Premises during the Lease term. Tenant shall also promptly comply with all rules, orders and regulations of the Southeastern Underwriter's Association for the prevention of fires, at Tenant's sole expense.

Tenant agrees to comply with the rules and regulations ("**Rules**") attached to this Lease as Exhibit "B", and any subsequent amendments thereto. Landlord reserves the right from time to time to amend, supplement or add to the Rules and to adopt and promulgate additional rules applicable to the Premises and common areas. Landlord shall have no liability for violation of the Rules by any tenant nor shall such violation or the waiver thereof excuse any other tenant from compliance.

19. **HAZARDOUS MATERIALS:** Tenant agrees that it will never use, handle, store or otherwise utilize hazardous materials and/or substances as defined from time to time by federal, state or local law or regulation, on the Premises. Further, Tenant hereby agrees to indemnify and hold Landlord harmless from and against any claims of whatsoever nature as a result of any hazardous materials being used, handled or otherwise stored on the Premises by Tenant, contractors, suppliers and licensees in violation of this Paragraph, and any cleanup costs associated therewith.

Tenant agrees not to conduct any illegal activity and will not permit any activity which constitutes a nuisance, safety hazard or environmental hazard. Tenant shall, at its expense, obtain all licenses and permits required for the conduct of its business.

Tenant shall, at its expense, observe and comply with any present or future law, ordinance, order or regulation of governmental authorities having or claiming jurisdiction over the Premises or the conduct of Tenant's business and will cooperate with any duly constituted authority in the furtherance of its duty to enforce the law.

Tenant shall, at all times, comply in all material respects with all applicable laws, rules and regulations, including, but not limited to, those related to environmental laws, and the use storage or disposal of hazardous substances. For the purpose of this representation and warranty, hazardous materials and/or hazardous substances shall include but not be limited to any substance, material or waste which is or becomes regulated by any local governmental authority, State of Mississippi, or the United States of America. In addition, the term hazardous materials and/or hazardous substances shall include without limitation, any material or substance which is listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101, as amended).

Tenant agrees to indemnify, defend and hold harmless Landlord from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of every kind or nature whatsoever imposed on, incurred by, or

asserted against said Landlord in any manner relating to or arising out of Tenant's use of the Premises, including, but not limited to, any liabilities related to a violation of any environmental laws unless the same is attributable to the negligence or misconduct of Landlord. The foregoing indemnification shall survive the termination of this Lease.

20. **INDEMNITY; RISK OF LOSS:** Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims for damages or injuries to goods, merchandise and property, and for any personal injury or loss of life in, upon, or in connection with the Premises that was caused by the Tenant during the term of the Lease.

To the extent authorized and permitted by applicable law, each party shall indemnify, defend and hold harmless the other party and its owners, and affiliated companies of each party and their owners, their successors and assigns, and all their managers, officers, directors, trustees, beneficiaries, agents, employees, servants, visitors, invitees, guests, contractors and owners from and against any and all demands, claims, damages to persons or property, losses, and liabilities, including reasonable expenses (collectively, "**Claims**"), to the extent it is permitted by Mississippi law.

21. **INSURANCE POLICY COVERAGE:** Tenant shall pay all premiums for and maintain in full force and effect the following policies of insurance with insurance companies admitted to do business in Mississippi and carrying a current rating of at least A VI in "Best's Insurance Guide":

(A) **Commercial General Liability Insurance:** To the extent permitted by law, Tenant shall be responsible for any assumed or contractual liability under this Lease, for liability arising out of the use, occupancy or maintenance of the Leased Premises and all areas appurtenant thereto to afford protection with respect to bodily injury, death or property damage (including loss of use).

(B) The equivalent of ISO Special Form Property Insurance covering Tenant's trade fixtures, furniture, inventory, goods, wares, merchandise, and improvement and equipment used in the Premises, providing protection to the extent of one hundred percent (100%) of the replacement cost of such property, less a commercially reasonable deductible.

(C) **Statutory Workers' Compensation Insurance with the statutory limits and Employer's Liability Insurance with limits of not less than \$500,000.00.**

Tenant shall carry the policies described in paragraphs (B) and (C) above from and after the date that Tenant begins using the Premises.

Each policy of insurance required above shall name Landlord as an additional insured. Each policy of insurance required by this Section 21 shall contain an endorsement requiring thirty

(30) days' written notice from the insurance company to all insureds prior to any cancellation, or material reduction in coverage of the policy or material amendment. Prior to the commencement of the Lease and annually thereafter, Tenant shall deliver to Landlord certificates of insurance for each type of insurance listed above evidencing the policies of insurance required by this paragraph, together with satisfactory evidence of proof of payment of premiums.

22. **CASUALTY:**

Should the Premises be damaged or destroyed by any casualty covered by insurance policies, Landlord shall, except as otherwise provided herein, and only to the extent it recovers proceeds from such insurance, repair and/or rebuild the same with reasonable diligence. Such obligation is subject to the written consent of Landlord's mortgagee(s) who have a prior right to such insurance proceeds. Landlord shall not be obligated to repair or replace Leasehold Improvements or Tenant's personal property, unless damages was caused by an act or omission of the Landlord. If the Premises is totally damaged or rendered wholly untenable by fire or other casualty, or if substantial casualty loss occurs during the last twelve (12) months of the term of the Lease, Landlord or Tenant shall have the option to terminate this Lease upon written notice without further obligation to each other. Tenant agrees that it shall have no interest in any amounts paid by an insurance company to Landlord due to fire or other casualty loss. The rentals payable by Tenant and Tenant's other payment obligations under any provisions of this Lease shall be abated by the proportion that any damage to or destruction of the Premises, which renders that portion of the Premises unfit for operation, bears to the entire Premises.

In the event the premises is damaged for more than thirty (30) consecutive days or more, and to the extent that it makes it impossible to run a precinct, the Tenant shall have the right to terminate said agreement without penalty or liability.

23. **TENANT DEFAULT AND LANDLORD REMEDIES:**

(A) The following shall constitute an event of default ("**Default**") under the terms of the Lease:

(1) Tenant shall fail to timely pay, within thirty (30), but no more than 45 days, days after it is due, any sums due under the Lease;

(2) If, after thirty (30) days' written notice, Tenant shall fail to observe or perform any of the covenants, terms or conditions of this Lease;

(3) The existence of any fraud by or with the acquiescence of Tenant which in any way relates to or affects this Lease or the Premises;

(4) If at any time any material representation, statement, report or certificate made now or hereafter by Tenant is not true and correct, or if at any time any

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statement or representation made by Tenant is not true and correct, and such representation, statement, report or certificate is not corrected within thirty (30) days after written notice thereof;

(5) If all or a substantial part of the assets of Tenant are attached, seized, subjected to a writ or distress warrant, or are levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within thirty (30) days;

(6) If Tenant is enjoined, restrained or in any way prevented by court order from performing any of its obligations hereunder or conducting all or a substantial part of its business affairs; or if a proceeding seeking such relief is not dismissed within thirty (30) days of being filed or commenced;

(7) If a notice of lien, levy or assessment is filed of record with respect to all or any part of the property of Tenant by the United States, or any other governmental authority, unless contestable and actually and diligently contested in accordance herewith;

(8) If Tenant shall file a voluntary petition for bankruptcy or for arrangement, reorganization or other relief under any chapter of the Federal Bankruptcy Code or any similar law, state or federal, now or hereafter in effect;

(9) If Tenant shall file an answer or other pleading or any proceeding admitting insolvency, bankruptcy, or inability to pay its debts as they mature;

(10) If, within thirty (30) days after the filing against it of any involuntary proceedings under the Federal Bankruptcy Code or similar law, state or federal, now or hereafter in effect, Tenant shall fail to have such proceeding vacated;

(11) If Tenant shall fail to vacate, within thirty (30) days following the entry thereof, any order appointing a receiver, trustee or liquidator for it or all or a major part of its property, either on or off the Premises;

(12) If Tenant shall be adjudicated a bankrupt;

(13) If Tenant shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of its property, or the Premises;

(14) If Tenant shall sell, convey, transfer or assign any of Tenant's rights, title or interest in the Premises or this Lease without Landlord's prior written approval;

(15) If Tenant abandons the Premises before the end of the term;

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(B) Upon the occurrence of any event of default, Landlord shall have the following remedies:

(1) Landlord may terminate immediately this Lease by notice to Tenant. Upon such termination by Landlord, within a reasonable amount of time, Tenant will surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort;

(2) Landlord may remedy such default for the account and at the expense of Tenant without thereby waiving such default;

(3) Landlord may, upon notice to Tenant, declare all rents due under this Lease immediately due and payable;

(4) Landlord may bring an action in a court of competent jurisdiction to collect any amounts due and owing under this Lease and/or to compel Tenant to perform any and all of Tenant's obligations under this Lease. If ordered by a court of competent jurisdiction, any amount owed by Tenant to Landlord shall accrue interest at the highest legal rate allowable by law until paid in full to Landlord;

(5) Landlord may do any and all other things and pursue any and all other remedies authorized by law.

(C) Landlord's remedies hereunder shall be cumulative, and Landlord's pursuit of one or more of the above remedies shall not be a bar to pursuing any other remedy nor shall same be deemed on election of remedies.

(D) In the event of a breach by Tenant of any provision of this Lease, Landlord shall have the right of injunction as if other remedies were not provided for herein.

(E) The provisions of this Section shall apply to any renewal or extension of this Lease. If Tenant shall default hereunder prior to the date fixed as the commencement of any renewal or extension of this Lease, Landlord may cancel such renewal or extension agreement by providing ten (10) days' notice to Tenant.

Tenant shall not be deemed to be in breach of, or in default in the performance of, any of its obligations under this Lease unless it shall fail to perform such obligation(s) and such failure shall continue for a period of thirty (30) days, or such additional time as is reasonably required to correct any such breach or default, after written notice has been given by Landlord to Tenant specifying the nature of Tenant's alleged breach or default. Landlord shall have no right to

terminate this Lease for any breach or default by Tenant hereunder and no right, for any such breach or default, to offset or counterclaim against any rent due hereunder. Landlord further agrees that if Tenant shall have failed to cure any such breach or default within thirty (30) days of such notice to Tenant (or if such breach or default cannot be cured within said time, then within such additional time as may be necessary if within said thirty days Tenant has commenced and is diligently pursuing the remedies necessary to cure such breach or default.

24. **LANDLORD ADDITIONAL REMEDIES, WAIVERS AND RELATED MATTERS:**

(A) The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy now and hereafter provided by law. All rights and remedies shall be cumulative and not exclusive of each other. Landlord may exercise its rights and remedies at any times, in any order, to any extent, and as often as Landlord deems advisable without regard to whether the exercise of one right or remedy, precedes, concurs with or succeeds the exercise of another.

(B) A single or partial exercise of a right or remedy shall not preclude a further exercise thereof, or the exercise of another right or from time to time.

(C) No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver, of, or acquiescence to, a Default.

(D) No waiver of a Default shall extend to or affect any other Default or impair any right or remedy with respect thereto.

(E) No action or inaction by Landlord shall constitute a waiver of a Default.

(F) No waiver of a Default shall be effective, unless it is in writing.

(G) No custom or practice which may develop between the parties in the administration of the terms hereof shall be construed to waive or to lessen the right of the Landlord to insist upon the performance by Tenant in strict accordance with such terms.

(H) No accord or satisfaction shall be implied by acceptance of rent or otherwise except expressly in writing.

25. **LANDLORD DEFAULT AND TENANT REMEDIES**

If: (a) the Landlord fails to comply with any term, provision, condition, or covenant of this Agreement; (b) the Landlord fails to make repairs and/or maintain the Premises as set forth in this Agreement; (c) any petition is filed by or against the Landlord under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; (d) the Landlord becomes insolvent or makes a transfer in fraud of creditors; (e)

the Landlord makes an assignment for the benefit of creditors; (f) a receiver is appointed for the Landlord or any of the assets of the Landlord; or (g) any event that would constitute a default under Section 23 of this Agreement, then in any of such events, the Landlord shall be in default and the Tenant shall have the option to do any one or more of the following: (i) enter the Premises either with or without process of law and to expel, remove all personal property and terminate this Agreement; (ii) the right to repair said Premises and offset the cost by reducing the amount of rent due to Landlord; or (iii) any remedy available to Landlord under Section 23 and 24 of this Agreement.

26. **WITHHOLDING OF CONSENT:** For purposes of this Lease, Landlord and Tenant hereby agree that Landlord's consent shall be deemed reasonably withheld if at the time of Tenant's request for Landlord's consent, Tenant is in default of any of its lease obligations. Unless otherwise provided herein, Landlord's consent may be withheld in Landlord's sole discretion. The granting of consent by the Landlord shall not in any way waive Landlord's right to withhold consent in the future. All consents required by Landlord shall be in writing and signed by the Landlord.

27. **LIEN ON LEASEHOLD:** Tenant grants unto Landlord a security interest in its equipment, accounts, fixtures, furniture, goods, chattels, supplies and inventory located at the Premises whether now owned or hereafter acquired, together with the proceeds thereof, derived from the Premises. The security interest granted by virtue of this Section shall be deemed in addition to, and not in lieu of, any other right or remedy available to Landlord including, but not limited to, statutory liens available to Landlord pursuant to Mississippi law.

28. **COST OF LITIGATION AND VENUE:** If determined by a court by competent jurisdiction, the prevailing party in any litigation shall be entitled to receive from the non-prevailing party all costs of collection and/or litigation, including reasonable attorneys' fees and costs incurred at trial, arbitration, bankruptcy and appellate proceedings. Tenant agrees that in the event of litigation regarding Landlord or this Lease, the sole proper venue for said litigation shall be Hinds County, Mississippi.

29. **CONDEMNATION:** If the whole or any part of the Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken from the day the possession of that part was taken for any public purpose, and the rent and other charges shall be reduced in proportion to the square footage of Tenant's Premises taken. Thereafter, all provisions of this Lease shall remain in effect. All awards and compensation for Condemnation shall be the property of the Landlord, and Tenant hereby assigns to the Landlord all of Tenant's rights, title and interest in any such awards, including, without limitation, any award for the value of the unexpired portion of the term. Tenant shall be entitled to claim such award allowable for its trade fixtures or loss of business, but only if such award shall not result in a reduction of the compensation made to Landlord.

30. **RIGHT OF ENTRY:** With 24-hour notice to Tenant, Landlord shall have the right to enter upon the Premises at all reasonable hours (in the event of emergencies Landlord may enter as necessary) for the purpose of inspecting the same, showing to prospective purchasers or mortgagees, or for making repairs, alterations, improvements and additions to the Premises or to the shopping center in which the Premises are located.

31. **AMENDMENT OF SITE PLAN: RELOCATION OF PREMISES:**

(A) Without the prior written approval of Tenant, which Tenant may withhold in Tenant's sole and absolute discretion, Landlord shall not relocate the Premises.

(B) With prior notice and subject to the right of the Tenant to terminate this Agreement without penalty, Landlord reserves the right at any time, in its sole discretion to amend without limitation the site plan of the Shopping Center. Such amendment rights include the right, at Landlord's sole discretion and without the approval of Tenant, to add or change building perimeters, buildings, driveways, kiosks, or other structures; change the number and location of parking spaces, other than parking spaces reserved or assigned to Tenant; subdivide the Shopping Center with or without the granting of cross parking or other easements, and to make any other changes or additions it desires in and about the Shopping Center, including the common areas (as hereafter defined), provided only that reasonable access to the Premises is provided and maintained and that the dimensions and perimeter of the Premises are not altered. Except as provided in Section 45, Landlord makes no representation as to the identity, location or any other kind of representation about other tenants in the Shopping Center. Without the prior written consent of the Tenant, Landlord shall make no changes to the site plan that would reduce the number of parking spaces below the minimum required by law.

32. **SUBORDINATION:** This Lease is subject and subordinate in all respects to all matters of record and all mortgages, any of which may now or hereafter be placed on the real property by Landlord which may affect such Leases and/or the real property of which the Premises are a part, or any part of such real property, and/or Landlord's interest or estate therein, and to each advance made and/or hereafter to be made under such mortgages, and to all renewals, modifications, consolidations, replacements and extensions thereof and all substitutions therefor. This Section shall be self-operative and no further instrument of subordination shall be required.

33. **TENANT'S CERTIFICATE:**

(A) Within five (5) days after each request by Landlord, (excluding Saturdays, Sundays and legal holidays) Tenant shall deliver an estoppel certificate to Landlord. Estoppel certificates shall be in writing, shall be acknowledged, and shall be in proper form for recording. Estoppel certificates shall be executed by Tenant. Each estoppel certificate shall be certified to Landlord, any Mortgagee, any assignee of any Mortgagee, any purchaser, or any other person specified by Landlord.

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(B) Each estoppel certificate shall contain the following information certified by the person executing it on behalf of Tenant: (i) Whether or not Tenant is in possession of the Premises. (ii) Whether or not this Lease is unmodified and in full force and effect. (If there has been a modification of this Lease the certificate shall state that the Lease is in full force and effect as modified, and shall set forth the modification.) (iii) Whether or not Tenant contends that Landlord is in default under this Lease in any respect. (iv) Whether or not there are then existing set-offs or defenses against the enforcement of any right or remedy of Landlord, or any duty or obligation of Tenant (and if so, specify the same). (v) The dates, if any, to which any rent or charges have been paid in advance. (vi) Such other matters as may be reasonably requested by Landlord.

34. **ATTORNNMENT:** Without limitation of any of the provisions of this Lease, if any mortgagee shall succeed to the interest of Landlord by reason of the exercise of its rights under such mortgage (or the acceptance of voluntary conveyance in lieu thereof) however caused, then such successor may, at its option, to be exercised by the giving of written notice to the Tenant of its desire to do so subject to Tenant's right to terminate this Agreement without penalty, succeed to the interest of Landlord under this Lease. In such event, the Tenant shall attorn to such successor and shall be and become bound directly to such successor in interest to Landlord to perform and observe all the Tenant's obligations under this Lease.

35. **BROKER:** Landlord and Tenant warrant there are no claims for brokerage commissions or finders fees in connection with the execution of this Lease.

36. **DEFINITION - COMMON AREAS:** The term "Common Area" shall mean all areas and improvements provided by Landlord for the general use, in common, of tenants of the Shopping Center, their officers, agents, employees and customers, including, without limitation, parking areas, pedestrian walkways, driveways, entrances and exits thereto, access roads, sidewalks, landscaped areas, and storm water drainage facilities.

37. **DEFINITION - SHOPPING CENTER:** The term "Shopping Center" shall mean the real property, including all land, buildings, and other improvements situated thereon, described in Exhibit "A" attached hereto and incorporated herein. The Shopping Center may be expanded in the sole discretion of Landlord, by written notice to Tenant, to include any real property adjacent to the Shopping Center.

38. **BINDING ON PARTIES:** It is agreed between the parties that time is of the essence of this contract and this applies to all terms and conditions contained herein. All provisions of this contract shall be binding on both parties and the assigns, heirs, administrators, legal representatives, executors, or successors of the Tenant and Landlord. This writing sets forth all agreements, conditions and representations between the parties concerning the Premises and there are no promises, agreements or representations either written or oral, other than those set forth herein, and this Lease cannot be modified except by written agreement between the parties.

39. **INTERPRETATION:**

(A) All exhibits attached to this Lease shall be considered a part of this Lease.

(B) Any references in this Lease to "subtenants" or licensees" shall not be deemed to imply that any subtenants or licensees are permitted under this Lease. Any references in this Lease to any extensions or renewals of the term of this Lease or to any period during which Tenant may be in possession after the Expiration Date shall not be deemed to imply that any extension or renewal of the term of this Lease is contemplated or that Tenant shall be permitted to remain in possession after the expiration of the term of this Lease.

(C) If any provision of this Lease or the application of any provision of this Lease to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Lease, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby; and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(D) The captions and headings used throughout this Lease are for convenience of reference only and shall not affect the interpretation of this Lease.

(E) Any provision of this Lease which permits or requires a party to take any particular action shall be deemed to permit or require the party to take such action or cause such action to be taken.

(F) Any provision of this Lease which requires any party not to take any particular action shall also be deemed to require the party not to permit such action to be taken by any person or by operation of law.

(G) Wherever a requirement is imposed on any party to this Lease, it shall be deemed that said party shall be required to perform the requirement at its own expense unless it is specifically provided to the contrary.

(H) The singular includes the plural and the plural includes the singular.

40. **NO ORAL CHANGES:** This Lease may not be changed or terminated orally.

41. **FORCE MAJEURE:** Wherever in this Lease Landlord is required to perform a certain act within a certain time limit, the time for performing said act shall be extended by the number of days lost by reason of acts of God, fires or other casualties, labor strife, inclement weather, or other causes beyond the control of the Landlord

42. **IMPARTIAL INTERPRETATION:** This Lease is the result of negotiations between Landlord and Tenant and therefore the language contained in this Lease shall be construed as a whole according to its fair meaning and not strictly for or against either Landlord or Tenant.

43. **TENANT'S ABANDONED PROPERTY:** Tenant shall remove all of Tenant's property at the expiration of the lease. Any property of the Tenant remaining in or about the Premises at the termination of this Lease, after the abandonment of the Premises, after surrender of the Premises, or after vacating the Premises, shall be deemed abandoned, and may be disposed of by the Landlord as the Landlord, in its sole and absolute discretion, deems advisable, without any accounting whatsoever to the Tenant at the expense of the Tenant, except as provided in Section 15(C).

44. **NO SURRENDER ACCEPTED:** No act or thing done by Landlord or any agent or employee of Landlord during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in a writing signed by Landlord. The delivery of keys or key cards (collectively "keys") to the Premises to Landlord or any agent or employee of Landlord shall not constitute a surrender of the Premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord, and notwithstanding such delivery Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been properly terminated.

45. **SALE OF PREMISES BY LANDLORD:** After 24-hour notice to Tenant, Landlord may show the Premises to prospective purchasers of the Shopping Center at any reasonable time. In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of any and all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale. The purchaser, at such sale or any subsequent sale of the Premises, shall be deemed (without any further agreement between the parties or their successors in interest or between the parties and any such purchaser) to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease.

46. **QUIET ENJOYMENT:** Tenant, upon paying the rents herein reserved and performing and observing all of the other terms, covenants and conditions of this Lease on Tenant's part to be performed and observed, shall peaceably and quietly have, hold and enjoy the Leased Premises during the Term, subject, nevertheless, to the terms of this Lease and to any mortgages, ground or underlying Leases, agreements and encumbrances to which this Lease is subordinate and to all applicable zoning rules and regulations.

47. **AVAILABILITY OF FUNDS:** it is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Lease is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Lease are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, all of the foregoing having been done in good

faith, the City shall, upon ten (10) working days written notice to the Landlord to terminate this Lease, and shall pay to Landlord the Monthly Rental due through the date of termination, including the payment for legal services incurred by Landlord as determined by a court of competent jurisdiction. The effective date of termination shall be as specified in the notice of termination provided Tenant has paid all required amounts to Landlord.

48. **APPROVAL:** It is understood that if this Lease requires approval by the Governing Authority/City Council and this Lease is not approved by the Governing Authority/City Council, it is terminated. In the event the Lease is terminated, Tenant shall pay the Monthly Rental due through the date of termination to Landlord as of the date of termination.

49. **MODIFICATION OR AMENDMENT:** Modifications or amendments to this Lease may be made upon mutual Lease of the parties, in writing signed by the parties hereto and with the prior approval of the governing authorities for the city of Jackson.

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

51. **TERMINATION BY TENANT:** Notwithstanding anything else in this Lease Tenant, at its option, may terminate this Lease on sixty (60) days' notice given within one hundred eighty (180) days after the occurrence of any of the following:

(i) The Leased Premises and/or building in which the Leased Premises are located shall be materially damaged or destroyed as a result of any occurrence which is not covered by Landlord's insurance; or

(ii) More than 50% of the area of the Leased Premises shall be destroyed; or

(iii) Any or all of Leased Premises are damaged to such an extent that, in the sole judgment of Landlord, cannot be operated as an economically viable unit.

Tenant shall pay to Landlord the Monthly Rental due through the date of termination, including the payment for legal services incurred by Landlord as determined by a court of competent jurisdiction.

~~52.~~ **INSPECTION:** ~~Landlord~~ or its representatives shall have the right to enter the Leased Premises during any business day during the Term after providing at least twenty-four hours' notice to the Tenant. If Tenant shall not be personally present to open and permit entry into the Leased Premises at any time when for any reason an entry therein shall be necessary or

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permissible, Landlord or Landlord's agents may enter the same by a master key, or may forcibly enter the same, without rendering Landlord or such agents liable therefor, and without in any manner affecting the obligations and covenants of this lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever for the care, maintenance, or repair of the building or any part thereof, except as otherwise herein specifically provided.

53. **RELATIONSHIP OF THE PARTIES:** Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computing rent nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of Landlord and Tenant.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this instrument for the purpose expressed the day and year written above.

LANDLORD:

TENANT:

I-55 Management, LLC

City of Jackson

By: _____
Lynda Ann Costas, Manager

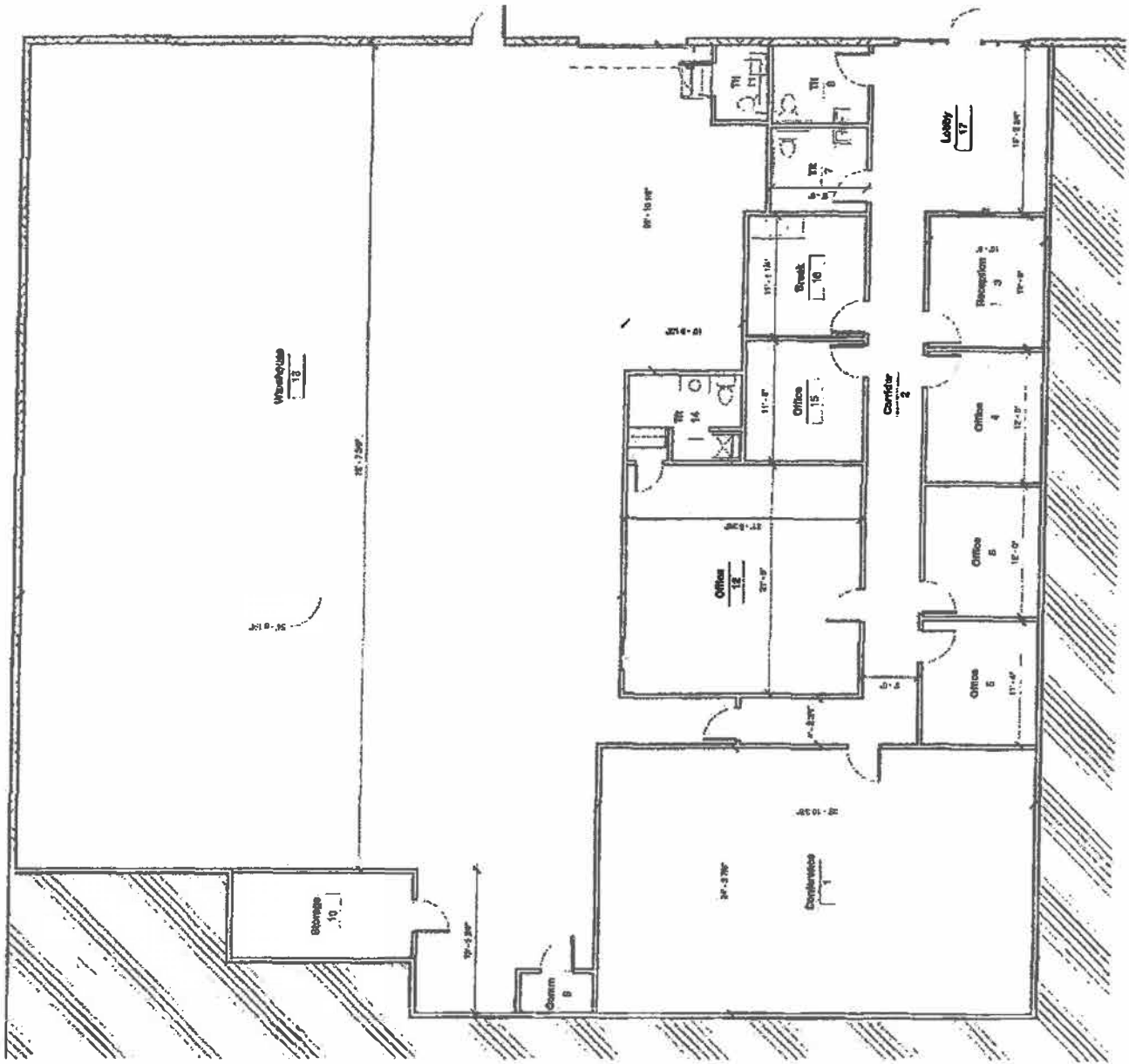
By: _____

I-55 Management T, LLC

By: _____
Grant Monroe, Manager

EXHIBIT "A"
PREMISES

The Premises is herein defined as that portion of the shopping center outlined on the drawing below, being approximately 8,311 square feet, more or less, together with the non-exclusive right in common with others to use the common parking and service areas:



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A certain tract of land situated in the NW1/4 of the SE1/4 of Section 12, Township 6 North, Range 1 East, First Judicial District of Hinds County, Mississippi, and being more particularly described as follows, to-wit: Begin at an iron rod marking the northwest corner of the NW1/4 of the NE1/4 of said Section 12, said iron rod being further described as a point on the east line of Lot 1 of Homewood Subdivision, Jackson, Mississippi, according to a map or plat of said subdivision as recorded in the Chancery Clerk's Office of Hinds County, Mississippi, the 15th day of February 1932, and from said point of beginning run south and along the 1/2 section line of said Section 12 (east line of Lot 1 of said Homewood Subdivision, Jackson, Mississippi) for a distance of 194 feet to a concrete monument marking the N.E. corner of Block A, Fernwood Subdivision, Jackson, Mississippi, according to a map or plat of said subdivision as recorded in the Chancery Clerk's Office of Hinds County, Mississippi, the 2nd day of March, 1934, continue thence south and along the said 1/2 section line of Section 12, also being the east boundary line of Lot 4 of Hanging Moss survey as shown on said record plat of Fernwood Subdivision, Jackson, Mississippi, for a distance of 897 feet to a concrete monument marking the southeast corner of said Block A, Fernwood Subdivision, Jackson, Mississippi, and being further described as a point on the north right-of-way line of Fernwood Drive, a 50 foot street as is now (1972) laid out, improved and in use by the City of Jackson, Mississippi, continue thence S 0° 27' W and across Fernwood Drive for a distance of 50 feet to a concrete monument marking the northeast corner of Lot 37, Block B of said Fernwood Subdivision, Jackson, Mississippi, and being further described as a point on the south right-of-way line of said Fernwood Drive, continue thence S 0° 27' W and along said 1/2 section line of Section 12 and also being the said east boundary line of Lot 4 of Hanging Moss survey for a distance of 884.6 feet to a concrete monument marking the southeast corner of Lot 36 of said Block B of Fernwood Subdivision, Jackson, Mississippi, and being further described as a point on the north right-of-way line of Briarwood Drive, a 50 foot street as is now (1972) laid out, improved and in use by the City of Jackson, Mississippi, continue thence S 0° 27' W and along the said 1/2 section line of Section 12 and across said Briarwood Drive for a distance of 50 feet to a point, said point being described as a point on the south right-of-way line of said Briarwood Drive, continue thence S 0° 27' W and along said 1/2 section line of Section 12,

and also being the east line of Block B of said Fernwood Subdivision, Jackson, Mississippi, extended southerly for a distance of 815.0 feet to an iron rod; measure thence S 89° 48' E for a distance of 673.74 feet to an iron rod, which iron rod being further described a point on the western right-of-way line of Interstate Highway 55; measure thence S 0° 39' 30" W and along said western right-of-way line of Interstate Highway 55 for a distance of 119.79 feet to a highway right-of-way concrete monument; measure thence S 89° 48' W and along said western right-of-way line of Interstate Highway 55 for a distance 653.23 feet to an iron rod; measure thence N 89° 48' W, for a distance of 643.88 feet to an iron rod; measure thence N 0° 27' E for a distance of 264 feet to a point; measure thence S 89° 46' E for a distance of 108.17 feet to a point, which point is the true place of or point of beginning for the property herein described; continue thence S 89° 46' E for a distance of 200 feet; run thence S 00° 27' W for a distance of 200 feet; run thence N 89° 48' W for a distance of 215 feet; run thence N 00° 27' E for a distance of 200 feet; run thence S 89° 46' E 15 feet to the point of beginning.

And also the following:

From an iron rod marking the Northwest corner of the NW 1/4 of the NE 1/4 of said Section 12, run South and along 1/2 section line of Section 12 for a distance of 1695.60 feet to a point on the South right-of-way line of Briarwood Drive, run thence North 89 degrees 23 minutes 32 seconds East, and along South right-of-way line of said Briarwood Drive for a distance of 258.71 feet to a point, said point being the true POINT OF BEGINNING; run thence South 0 degrees 27 minutes West and along the centerline of said 50-foot easement for a proposed access road for a distance of 618.80 feet to a point on the North boundary line of a certain tract of land described in that certain Lease Agreement recorded in Book 2052 at Page 488 in the land records of the Hinds County Chancery Clerk's office at Jackson, Mississippi.

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EXHIBIT "B"

RULES AND REGULATIONS

Tenant agrees that during the term of this Lease it shall, at its own cost and expense:

1. Keep the Premises and all show windows and signs in good and clean condition.
2. Furnish, upon request of Landlord, the license numbers of the vehicles of Tenant and its officers and employees.
3. Tenant shall not park vehicles so as to unreasonably interfere with the use of any driveways, walks, streets, or parking areas. If Landlord designates employee parking areas, Tenant shall require its employees, agents, etc. to park only in employee parking areas designated by Landlord.
4. Permit no act or practice which may tend to injure the Premises and the appurtenances of the Shopping Center or any equipment or display located thereon; nor (a) keep equipment on or obstruct the driveways, walks, roadways, highways, streets, parking areas, malls or other areas outside the Premises; nor (b) conduct or permit any fire, bankruptcy, auction, or "going out of business" sale; nor (c) permit any loudspeakers, sound amplifiers, phonographs, radios or television broadcasts, etc. to be heard outside the Premises; nor (d) operate outside the Premises or in any part of the Shopping Center, any coin or token operated vending machine or similar device for the sale of any merchandise including, without limitation, pay telephones; lockers; toilets; amusement devices; and machines for the sale of beverages, foods, cigarettes or other commodities. This paragraph shall not be construed or interpreted to permit storage, placement or disposal of any furniture, equipment or merchandise on the exterior of the Premises.
5. Keep the Premises and the outside areas immediately adjoining the Premises clean and free from odor, refuse, rubbish and dirt at all times; store all trash, rubbish, boxes, packing materials, and garbage within the Premises. Except for items placed in Tenant's dumpsters, Tenant shall not put any such refuse at the rear of Tenant's building. Tenant shall provide adequately sized dumpsters that are kept closed and locked at all times. Tenant shall not permit the dumpsters to overflow and shall not place any trash on the ground near Tenant's dumpsters. Tenant shall not leave old or damaged boxes, inventory, merchandise or equipment outside the Premises, including such items intended to be collected by Tenant's employees, contractors or donees.

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6. No antenna or other radio wave interceptor shall be erected on the roof or exterior walls of the Premises or on the grounds without obtaining written consent of Landlord.
7. Except as specifically provided by Tenant's lease, walk or place any object on the roof or permit any employee or contractor to walk or place any object on the roof, without first informing Landlord and obtaining Landlord's consent.
8. Neither Tenant nor Tenant's employees or agents shall solicit business in the Common Areas or distribute any handbills or other advertising matter.
9. Business machines and mechanical equipment shall be placed and maintained by Tenant at Tenant's expense in settings sufficient in Landlord's judgment to absorb and prevent vibration, noise and annoyance.
10. If the Premises is or becomes infested with insect or vermin, Tenant shall, at Tenant's expense, cause the same to be exterminated to the satisfaction of Landlord, and shall employ such exterminators and such exterminating company as shall be approved by Landlord.
11. Tenant shall not use, keep or permit the use of any noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Shopping Center by reason of noise, odors or vibrations, or interfere in any way with other Tenants.
12. Tenant agrees that it will not place any display sign or any other sign, canopy, decal, decoration or other advertising material on or inside (if such material is visible outside the Premises) any exterior door, wall, window, facade, or signboard without Landlord's prior written permission. Tenant further agrees not to place any portable signs or banners of any kind outside of the Premises.

EXHIBIT "C-1"
IMPROVEMENTS

1. Remove chain link fence and gate.
2. Mark 22 existing parking spaces reserved.

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3. Stripe and mark assigned 4 parking spaces.
4. Keyless entry system and door buzz system.
5. Paint all existing office spaces and hallways.
6. Replace damaged or stained ceiling tiles in conference room.
7. Finish evidence room for Precinct 4 (Storage 10) after Tenant installs ceiling and provides drywall on walls that do not currently have drywall.
8. Install deadbolt lock on Precinct 4 evidence room.
9. Provide ventilation for Precinct 4 evidence room after Tenant installs ceiling and provides drywall on walls that do not currently have drywall.
10. Install ceiling in existing warehouse bathroom.
11. Finish and provide fixtures for 10'×10' women's bathroom in warehouse after Tenant installs plumbing and completes framing. The bathroom will have two toilets and a lavatory.

EXHIBIT "C-2"
TENANT IMPROVEMENTS

SCOPE OF PROPOSED WORK

- Add women's restroom w/ 2 stalls directly behind office 12 in warehouse area
- Add security entrance at hallway in lobby area
- All electrical wiring and fixtures, HVAC and plumbing will be supplied by vendor
- Data and any additional communication equipment will be provided by the City

EVIDENCE ROOM:

Room shall be constructed with steel stud members. Interior walls will be and ceiling will be sheathed w/ 5/8" plywood (screwed). Roof construction shall consist of 2x8 wood w/ 5/8" plywood above the deck. Solid core door with clients preferred locking mechanism.

WOMEN'S RESTROOM:

Restroom will be 10' x 10' (100 sq. ft.) and will consist of two stalls and a sink.

SECURITY ENTRANCE:

Entrance is to be located on the left side of the lobby near the restroom door. This entrance shall serve as a buffer between the public and staff and shall be electronically operated by staff only. This door will be solid core wood or steel.

[View Filed Documents](#) [Opt-in or Opt-out of Email updates](#) [Print Business Details](#)

Name History

Name

I-55 MANAGEMENT T, LLC

Name Type

Legal

Business Information

Business Type:

Limited Liability Company

Business ID:

732804

Status:

Good Standing

Effective Date:

04/25/2003

State of Incorporation:

Mississippi

Principal Office Address:

4785 Old Canton Road
Jackson, MS 39211

Registered Agent

Name

LYNDA ANN COSTAS
1200 MEADOWBROOK RD #17
JACKSON, MS 39206

Officers & Directors

Name

Grant Monroe
6360 I-55 North, Suite 350
Jackson, MS 39211

Title

Manager

Name History

Name
I-55 MANAGEMENT, LLC

Name Type
Legal

Business Information

Business Type: Limited Liability Company
Business ID: 732391
Status: Good Standing
Effective Date: 04/16/2003
State of Incorporation: Mississippi
Principal Office Address: 1200 MEADOWBROOK RD #17
Jackson, MS 39211

Registered Agent

Name
LYNDA ANN COSTAS
1200 MEADOWBROOK RD #17
JACKSON, MS 39206

Officers & Directors

Name	Title
Lynda Costas 1200 MEADOWBROOK ROAD JACKSON, MS 39206	Member
BOBBY L. COVINGTON PO BOX 3509 JACKSON, MS 39207-3509	Other

JPD Lease Quotes for Exhibit C-1

Total of All C-1 Quotes \$18,198.84

Description	Contractor/Vendor	Cost	Agreed	Notes/Comments
Remove chain link fence and gate	JM Fence Co.	\$2,411.64	<input type="checkbox"/>	
Mark 22 existing parking spaces reserved			<input type="checkbox"/>	
Stripe and mark assigned 4 parking spaces			<input type="checkbox"/>	
Keyless entry system and door buzz system	Security & Integrated Systems Support, Inc.	\$7,927.20	<input type="checkbox"/>	•Do we need to change the locks?
Paint all existing office spaces and hallways	Chico Leal	\$7,860.00	<input type="checkbox"/>	→ Keep color as is / tan, ? just finish it up?
Mirror and towel rack in Office 12 bathroom			<input type="checkbox"/>	
Repair air register in Office 12 bathroom			<input type="checkbox"/>	
Install "men" and "women" signs on bathrooms near front door			<input type="checkbox"/>	
Ensure conference room is fully painted			<input type="checkbox"/>	
Repair floor near south wall of conference room			<input type="checkbox"/>	
Replace damaged or stained ceiling tiles in conference room			<input type="checkbox"/>	
Finish evidence room for Precinct 4 (Storage 10) after city installs ceiling and partially stucco walls			<input type="checkbox"/>	
Install deadbolt lock on Precinct 4 evidence room			<input type="checkbox"/>	
Provide ventilation for Precinct 4 evidence room			<input type="checkbox"/>	
Install pull handle on warehouse main door			<input type="checkbox"/>	

JPD Lease Quotes for Exhibit C-2

Total of All C-2 Quotes \$49,509.14

Description	Contractor/Vendor	Cost	Agreed	Notes/Questions
Install ceiling in existing warehouse bathroom			<input type="checkbox"/>	
Paint rooms in warehouse	Chico Lee	\$9,600.00	<input type="checkbox"/>	
Replace sink in warehouse bathroom with standard sink			<input type="checkbox"/>	
HVAC	Environment Masters	\$39,909.14	<input type="checkbox"/>	
(Reserved for mobile crime lab buildout)			<input type="checkbox"/>	

No more office space in the warehouse, just the evidence room #1

No 2nd evidence room

- just bathrooms as requested

ORDER AUTHORIZING THE MAYOR TO REAPPOINT BRIAN WASHINGTON TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD.

WHEREAS, the Jackson Redevelopment Authority Board of Commissioners consists of seven (7) members nominated by the Mayor and confirmed by the Jackson City Council; and

WHEREAS, the term has expired for the Ward Five representative, leaving a vacant seat; and

WHEREAS, after evaluation of his qualifications, Mr. Brian Washington of Ward Five has been nominated by the Mayor to be reappointed to Ward Five.

IT IS, THEREFORE, ORDERED that the Mayor's appointment of Brian Washington to serve as the Ward Five representative on the Jackson Redevelopment Authority Board of Commissioners be confirmed with said term to expire on August 13, 2028.


OFFICE OF THE CITY ATTORNEY
S. Moncure

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO REAPPOINT WASHINGTON TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant*

4/29/24

Date



Sondra Moncure

BRIAN WASHINGTON

Website, Portfolio, Profiles

- facebook.com/bewconstruction

Professional Summary

Results producing CEO with over 12 years of experience driving sales growth in construction and real estate industries. Financially savvy business owner who excels in forecasting, budgeting, and developing innovative, proactive solutions despite unpredictable market dips or obstacles. Adept at creating loyal and lasting professional relationships with colleagues and clients by acting with honesty and integrity.

Skills

- Cross-Functional Leadership
- Key Relationship Building
- Cash Flow Analysis
- Organizational Restructuring
- New Business Growth
- Financial Management
- Budgeting/Forecasting
- Cost Engineering

Work History

CEO/President, 04/2013 to Current

B.E.W CONSTRUCTION – Jackson, MS

- Direct all day-to-day activities across home renovations, business development, contract, and subcontract negotiations.
- Coordinates all projects from concept to completion.
- Create and maintain accurate budget projections.
- Performs and directs field operations throughout strategy of projects, personnel, materials, obtaining proper permits, equipment, quality control and safety procedures.
- Ensure satisfaction by maintaining client relations, project integrity and accurate costs.
- Contract Lead for Fortune 500 Company Jim Walter Homes (Greentree LLC), Conrex Properties and US Homes.
- Renovated over 100 homes and apartments to date in Jackson MS with 100% accuracy.
- Presently Manages over 30 renovated homes in the Jackson, MS area
- Developed key operational initiatives to drive and maintain substantial business growth
- Devised new promotional approaches to boost customer numbers and market penetration while enhancing engagement and driving growth
- Improved business profits by 75% through strategic updates to processes, procedures, and team makeup

Head of Construction, 09/2011 to Current

LEFLORE CONSTRUCTION, LLC – Jackson, MS

- Led rehab project of 25 houses with Jackson Housing Authority. (2014)
- Managed and oversaw the West Millsaps Housing development project that consisted of 16 new construction apartments and renovation of 31 houses with 100% accuracy and completion. (2015)
- Oversee day to day operations
- Supervised City of Jackson's HUD Capitol Street Project redevelopment by completing 100% of demolition and renovations.
- Stellar 10-year track record turning marketing into a powerful revenue-driving force for the company.
- Recognized as particularly effective in strategic marketing-communicating with target market and customers, building capacity and strengthening partnerships in developing the company's brand to realize top-line growth.
- Directs and supervises Leflore Construction's project managers in a fast-paced environment.

Independent Pharmaceutical Sales Representative, 07/2013 to 06/2015

MIST PHARMACEUTICALS – Jackson, MS

- Visited customer locations to evaluate requirements, demonstrate product offerings and propose strategic solutions for diverse needs.
- Responsible for Promoting Inderal XL (Beta Blocker), Tirosint (Hypothyroidism), Suprenza (Weight Loss) & Primlev (pain) to various Pain Doctors, Neurologists, Internal Medicine & Primary Care physicians throughout central MS.
- Increased sales 50% in the Southeastern Region by visiting all sites personally and organizing meetings with the medical teams on a bi-weekly basis to ensure understanding of and gain buy-in for newly introduced medicines.
- Identified opportunities and developed business cases to introduce new products and features while learning marketing segmentation processes and optimizing product segmentation for positioning, product bundling, and pricing.
- Managed in-office and field sales call activity to educate and influence customers while building product sales.

Specialty Pharmaceutical Sales Representative, 04/2007 to 08/2011

PRICARA/JANSSEN, A Division of Ortho, McNeil, Johnson & Johnson, Janssen

Pharmaceuticals, Inc – MS

- Provided medicines for an array of health concerns in several therapeutic areas including (acid reflux disease, infectious disease, and chronic pain).
- Identified opportunities and developed business cases to introduce new products and features while learning marketing segmentation processes and optimizing product segmentation for positioning, product bundling, and pricing.
- Exceeded established sales goals and increased client retention by 45%.
- Surpassed annual sales quota by 37% in 2007. (Top 8%)
- Worked to develop network by identifying and pursuing new leads, attending industry events, and building rapport with clients.

Pharmaceutical Sales Representative, 08/2003 to 01/2007

Professional Detailing Inc, Glaxo-Smith Kline – Jackson, MS

- Identified opportunities and developed business cases to introduce new products and features while learning marketing segmentation processes and optimizing product segmentation for positioning, product bundling, and pricing.
- Provided superior insight-driven and integrated multi-channel message delivery to established and emerging health care companies: Marketed Paxil CR (Antidepressant) Coreg (Cardiovascular) and Avodart (Prostate) to Primary Care Physicians, Cardiologists, and OBGYNs throughout Central Mississippi.
- Visited customer locations to evaluate requirements, demonstrate product offerings and propose strategic solutions for diverse needs.
- Engaged clients in informational program discussions and presentations by providing value-added education and product benefits to grow product volume.

Senior Account Executive, 05/2001 to 05/2003

New Horizons Computer Learning Center – Jackson, MS

- Built over 100 business-to-business relationships in Mississippi.
- Led online computer training as a Marketing instruction which contributed to annual revenue goals by selling new services and developing new accounts.
- Strengthened customer relationships with proactive and collaborative approach to managing needs.
- Analyzed data to discover trends, informing market strategies and objectives.

Software Developer, 06/1998 to 04/2000

Lucent Technologies – Naperville, IL

- Revised, modularized, and updated old code bases to modern development standards, reducing operating costs and improving functionality.
- Collaborated with project managers to select ambitious, but realistic coding milestones on pre-release software project development.
- Translated design personnel's ideation into concrete development frameworks for use in software.
- Coordinated with project management staff on database development timelines and project scope.

Education

Master of Science: Computer Science/Information Systems, 05/1998

Jackson State University - Jackson, MS

Bachelor of Science: Computer Science, 05/1995

Jackson State University - Jackson, MS

Affiliations

- Project Management Institute
- American Marketing Association
- Alpha Phi Alpha Fraternity, Inc.
- Jackson State University Alumni Association
- Member of the 2007 Leadership Jackson class
- Young Up & Coming Professionals (Jackson)

Additional Information

References available upon request