



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

**September 10, 2024**

**AGENDA**

**10:00 AM**

**CALL TO ORDER BY THE PRESIDENT**

**INVOCATION**

1. **BISHOP DOROTHY SANDERS WELLS OF THE EPISCOPAL DIOCESE OF MISSISSIPPI**

**PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING**

**INTRODUCTIONS**

**PUBLIC COMMENTS**

**CONSENT AGENDA**

**INTRODUCTION OF ORDINANCES**

2. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI MODIFYING CHAPTER 26: ARTICLE XII ADDITIONAL REQUIREMENTS FOR RENTAL HOUSING. (KEETON, LUMUMBA)**
3. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI FOR THE HONORARY RENAMING OF A ONE BLOCK PORTION OF PASCAGOULA STREET TO HAL WHITE WAY. (LINDSAY)**

**ADOPTION OF ORDINANCE**

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

**REGULAR AGENDA**

5. **CLAIMS (MALEMBEKA, LUMUMBA)**
6. **PAYROLL (MALEMBEKA, LUMUMBA)**
7. **ORDER RATIFYING AND AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR AND RECEIPT OF ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) FUNDS**

**FROM THE UNITED STATES DEPARTMENT OF ENERGY FOR THE DEPARTMENT OF PUBLIC WORKS. (MALEMBEKA, LUMUMBA)**

8. **ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF MARGIE VAN METER TO THE JACKSON HOUSING AUTHORITY BOARD. (LUMUMBA)**
9. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ASSET DISPOSITION SERVICES AGREEMENT BETWEEN THE CITY OF JACKSON'S POLICE DEPARTMENT AND PROPERTYROOM.COM, INC. FOR SURPLUS ASSET MANAGEMENT, SELLING, AUCTION, DISPOSITION, AND RELATED SERVICES OF ITEMS IN THE JACKSON POLICE DEPARTMENT'S EVIDENCE AND PROPERTY ROOM. (WADE, LUMUMBA)**
10. **ORDER AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH ELECTION SYSTEMS & SOFTWARE (ES&S) TO PROVIDE THE CITY OF JACKSON WITH TECHNICAL SUPPORT AND RELATED SERVICES DURING THE 2024 SPECIAL MUNICIPAL ELECTION TO FILL THE WARD 2 CITY COUNCIL VACANCY. (A. HARRIS, LUMUMBA)**
11. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON AUGUST 6, 2024 FOR THE FOLLOWING CASES:**

24-1346	24-655	24-1348	22-583	24-617	24-1132	22-353
24-54	24-976	24-1359	24-1355	24-677	24-376	24-1365
24-1027	23-2742	22-1525	23-2019	24-763	24-381	23-2502
						24-1344
12. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT AND RELATED DOCUMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C650I COPIER TO BE USED BY THE DEPARTMENT OF PLANNING AND DEVELOPMENT, OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT. (KEETON, LUMUMBA)**
13. **ORDER AUTHORIZING THE PURCHASE OF SEVEN (7) 17-PASSENGER ADA ACCESSIBLE CUTAWAY BUSES FROM TRANSPORTATION SOUTH PURSUANT TO MISSISSIPPI STATE CONTRACT # 8200069338 TO BE UTILIZED BY THE CITY'S PUBLIC TRANSIT SYSTEM, JTRAN. (KEETON, LUMUMBA)**
14. **ORDER ACCEPTING THE BID OF QUALITY COMMUNICATIONS, INC (QCI) FOR A SECURITY CAMERA SYSTEM SOLUTION (RFP#2024-01) AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH QCI FOR THE BENEFIT OF THE JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN). (KEETON, LUMUMBA)**
15. **ORDER AMENDING THE JULY 2, 2024 ORDER THAT AUTHORIZED**

**THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND VARIOUS ORGANIZATIONS FOR THE USE OF 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TOTALING \$212,611.00 TO IMPLEMENT VARIOUS PUBLIC SERVICE ACTIVITIES IN THE JACKSON METROPOLITAN STATISTICAL AREA (MSA). (KEETON, LUMUMBA)**

16. **ORDER RATIFYING THE PROCUREMENT OF SERVICES FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS. (WRIGHT, LUMUMBA)**
17. **ORDER AUTHORIZING AMENDMENT NO. 2 TO THE AGREEMENT WITH COOKE DOUGLASS FARR LEMONS ARCHITECTS + ENGINEERS PA ("CDFL") FOR RENOVATIONS TO THALIA MARA HALL TO PROVIDE SPECIAL SUB-CONSULTING SERVICES FOR STAGE RIGGING AND FIRE CURTAIN EVALUATION AND TESTING. (WRIGHT, LUMUMBA)**
18. **ORDER RATIFYING PROCUREMENT OF TRAFFIC SIGNAL REPAIR SERVICES AT VARIOUS LOCATIONS FROM BUCKET WORKS, INC. AND AUTHORIZING PAYMENT TO SAID VENDOR. (WRIGHT, LUMUMBA)**
19. **ORDER RATIFYING PROCUREMENT OF SERVICES FROM UNIVERSAL SERVICES, LLC AND AUTHORIZING PAYMENTS TO SAID VENDOR. (WRIGHT, LUMUMBA)**
20. **ORDER RATIFYING PROCUREMENT OF PARTS AND REPAIR SERVICES BY THE MUNICIPAL GARAGE FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS. (WRIGHT, LUMUMBA)**
21. **RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI (1) DECLARING SUPPORT FOR TINY HOMES FOR HOMELESS – AFFORDABLE HOUSING PROGRAM GRANT APPLICATION WITH THE FEDERAL HOME LOAN BANK OF DALLAS SUBMITTED BY JACKSON RESOURCE CENTER IN PARTNERSHIP WITH HOPE FEDERAL CREDIT UNION (2) EXPRESSING THAT THE TINY HOME HOUSING PROJECT SUPPORTS THE CITY OF JACKSON COMMUNITY REVITALIZATION EFFORTS. (JACKSON CITY COUNCIL)**
22. **ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE INVESTIGATION OF THE CIRCUMSTANCES SURROUNDING THE TERMINATION OF KEYSHIA SANDERS AND THE ALLEGATIONS OF MISSING CITY FUNDS. (STOKES)**
23. **ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI DECLARING A MUNICIPAL HOLIDAY IN HONOR OF JAMES CHARLES EVERS. (STOKES)**

#### **DISCUSSION**

24. **DISCUSSION: BAILEY AVENUE (STOKES)**
25. **DISCUSSION: JAYNE AVENUE PARK (HARTLEY)**
26. **DISCUSSION:18 WHEELERS PARKED IN RESIDENTIAL**

**NEIGHBORHOODS (FOOTE)**

**PRESENTATION**

**PROCLAMATION**

**RESOLUTIONS**

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

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

**ANNOUNCEMENTS**

**ADJOURNMENT**

**AGENDA ITEMS IN COMMITTEE**

2



**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
MODIFYING CHAPTER 26: ARTICLE XII ADDITIONAL REQUIREMENTS  
FOR RENTAL HOUSING**

**WHEREAS**, on December 20, 2022, Ordinance No. 2023-4(3) was adopted by Jackson City Council requiring registration and inspection of rental property within the City of Jackson,

**WHEREAS**, such ordinance was challenged by the Mississippi Apartment Association in the Circuit Court of the First Judicial District of Hinds County on March 26, 2024, and such Court ruled that

- A) the inspection fees of the said ordinance were unenforceable unless and until the City makes a fact-based determination of expected cost of inspections, the revenue generated by the Rental Ordinance, and the fees reasonably calculated be based upon the expected cost;
- B) that the language in Section 26-522, "...who resides in the city limits of Jackson, Mississippi ..." be stricken from the definition of Local Agent;
- C) that the language in Section 26-526 (c), "...after a warrant for removal has been executed. Personal property or trash shall be disposed of in a legal landfill or moved to storage, and the owner must provide proof of said action." be stricken from the definition of Local Agent; and
- D) that the City should make certain that an appeal process for decisions by the Department of Planning and Development is available.

**WHEREAS**, a task analysis was conducted relative to the registration and inspection processes. It was revealed that inspections incur administrative costs in the amount of \$46.00 per unit and registration tasks incur administrative costs of \$37.00 per registration. Renewal costs will remain at \$50.00.

**WHEREAS**, it is the intent of the City Council to set fees that are reasonably calculated to be based upon expected costs; and

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

Chapter 26, Article XII of the Code of Ordinances of the City of Jackson, Mississippi is hereby amended to read as follows:

**Sec. 26-521. - Purpose and authority.**

The purpose of this article is to establish a registration requirement for owners of rental housing units to protect the health, safety and welfare of the public insofar as they are affected by the maintenance of said units and the occupancy thereof. The purpose shall be accomplished by requiring rental housing units to be registered and inspected. This article shall be construed to secure this express intent.

**Agenda Item No. 2**  
**9.10.2024**  
**(Keeton, Lumumba)**

The Department of Planning and Development shall be responsible for the administration and enforcement of this article.

**Sec. 26-522. - Definitions.**

Unless the context clearly indicates otherwise, the following words and phrases as used in this article shall have the following meanings:

**Registration:** Act of a new property owner/unregistered property owner to inform City of Jackson-Planning Department of its rental business (number of units, location of the units, type of units, etc) and that such business is in compliance with the laws, rules, and regulations that promote the health, safety, and well being of the citizens.

**Renewal:** Annual activity of property owners (who have previously registered with the City of Jackson) to inform City of Jackson-Planning Department of its rental business (number of units, location of the units, type of units, etc) and that such business is in compliance with the laws, rules, and regulations that promote the health, safety, and well being of the citizens.

**Certificate of compliance:** A document provided by the City of Jackson's Department of Planning Division of Rental Registration upon successful application submission, approval, inspection, as may be applicable, and fee payment.

**Local agent:** an individual who is able to respond reasonably to contact made by the director of planning or designee on a 24-hour basis.

**Owner:** Any person or legal entity which owns an interest in the property in question or any legal entity which serves as a managing agent for the property in question.

**Property Maintenance Code:** The provisions of City of Jackson's Code of Ordinances, the 2018 International Property Maintenance Code, and any other housing standards and ordinances adopted by the city council.

**Rental housing unit:** Any dwelling, dwelling unit, or part thereof, including but not limited to, any single-family housing unit, duplex, triplex, quadruplex, multifamily unit, apartment, condominium, rooming house, or boarding house.

**Tenant:** A person occupying a rental housing unit pursuant to a written or oral agreement.



**Sec. 26-523. - Applicability.**

The registration fees, renewal fees, and inspection provisions of this article shall apply to all rental housing units except:

(1) Rental housing units that a government entity or housing authority owns, operates or manages; and

(2) Institutional dormitories or rental housing units that receive funding or subsidies from federal, state, or local government, only if the units are subject to federal, state, or local inspections.

(3) However, the City of Jackson reserves the right to inspect these exempt properties upon information and belief that violations exist that affect the health, safety, and welfare of tenants and citizens in general. Such properties will be subject to the inspection fees noted in this ordinance.

**Sec. 26-524. - Registration requirements/Renewal requirements.**

(a) The time frame for registration is according to the fiscal year of City of Jackson. Owners or their authorized agents shall register all rental housing units with the Department of Planning and Development according to the following schedule:

(1) Owners or their authorized agents with 100 or more rental units shall register/renew all rental housing units with the Department of Planning and Development by December 31 of first quarter of the fiscal year;

(2) Owners or their authorized agents with between 50 and 99 rental units shall register/renew all rental housing units with the Department of Planning and Development by March 31 of second quarter of the fiscal year;

(3) Owners or their authorized agents with less than 50 rental units shall register/renew all rental housing units with the Department of Planning and Development by June 30 of third quarter of the fiscal year;

(b) No owner shall permit occupancy of a rental housing unit by a tenant after the renewal registration deadline without first renewing the registration of the rental unit. An owner is authorized to permit occupancy of a rental housing unit that is timely registered while the Planning Department makes a final decision on whether to issue a certificate of compliance.

(c) For purposes of registration, a Property Manager may register rental units without the owner or owners of the units also having to register.

**Sec. 26-525. - Inspection requirements.**

(a) No later than 60 days after receiving a completed application (be it a new registration or renewal) and fee, the department shall notify the owner(s) of an inspection date and time.

(b) Renewal or New Registration Inspection of rental housing units shall be conducted on 25% of the units should an owner have 3 or more units. If an owner has two or less properties then inspections for renewal or new registrant will be one unit.

(c) If the rental housing unit fails the initial inspection, the department shall notify the owner in writing of the deficiencies within ten business days of the inspection. The owner shall be given 45 days from the date of the notice to schedule a second inspection. If an inspection has not been scheduled within that time, the rental housing unit shall be listed as being out-of-compliance and shall remain out-of-compliance until a satisfactory inspection is received.

(d) Any owner denied a certificate of compliance after a fourth unsatisfactory inspection may appeal the determination in writing to the director of the planning department within 30 days of the fourth failed inspection. The director will have the authority to conduct an inspection to determine if the units pass or fail the inspection.

(e) If the owner, local agent, or tenant of any rental housing unit refuses entry upon request of city officials to carry out inspections under this article, the city shall apply to the appropriate judicial officer for a warrant based on constitutional standards in effect at the time of the application. No city official shall enter a rental housing unit to carry out an inspection under this article without consent, lawful warrant, or other legal authority.

(f) The Department of Planning and Development shall issue Certificates of Compliance for units that pass inspection and for units that are not required to be inspected under this article. A Certificate shall designate the rental units to which it applies. The Department of Planning and Development may, but is not required to, issue one Certificate of Compliance covering all rental units at a given multi-unit property.

#### **Sec. 26-526. - Certificate of compliance, renewal and change of ownership.**

(a) The certificate of compliance shall expire one year from the date of issuance by the department. The Department of Planning and Development may establish a single renewal registration deadline for an owner of multiple properties or rental housing units to avoid an owner having several different renewal deadlines. Owners must apply to renew a certificate of compliance and pay the renewal fee at least 30 days before an active certificate of compliance expires.

(b) Any person or entity who acquires ownership of a rental housing unit with an active registration shall update the registration information or register the unit within 90 days of acquiring the unit.

(c) When a tenant has been lawfully evicted, the owner shall properly dispose of or otherwise remove any personal property or trash left on the curb within five days.

**Sec. 26-527. - Fees.**

Rental registration fee ..... \$37.00

Initial Inspection fee, per unit .... \$46.00

Re-inspection fee, per unit ..... \$50.00

Annual renewal registration fee (includes inspection) .... \$50.00

**Sec. 26-528. - Enforcement and penalties.**

Failure to register rental unit by deadline, per unit .... \$150.00

Unauthorized occupancy without certificate of compliance, per unit ..... \$500.00

Failure to remove evicted tenant's property as required under section 26-526(c) ..... \$500.00

**Sec. 26-529. - Severability.**

If any section, subsection or clause of this article shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected.

**Sec. 26-530. - Appeal.**

An Owner or Tenant who disagrees with a determination or order of the director of planning and development, which determination or order concerns a rental unit, may appeal such determination or order to the Director of Planning. The appeal shall be filed within ten (10) days after notification of the decision or order is given to the aggrieved party. The appeal shall be in writing on a form provided by the Department of Planning and Development for such purpose, and shall state the reasons why the appellant disagrees with such determination or order. If the Owner or Tenant remains dissatisfied with the decision following this appeal, they may further appeal the matter pursuant to Miss. Code Ann. § 11-51-75.

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

**9/10/24**  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>	
1.	<b>Brief Description/Purpose</b>	<b>ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI MODIFYING CHAPTER 26: ARTICLE XII ADDITIONAL REQUIREMENTS FOR RENTAL HOUSING</b>	
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4, 7	
3.	<b>Who will be affected</b>	The City of Jackson	
4.	<b>Benefits</b>	Helping to ensure the health, safety, and welfare of residential renters within the City of Jackson, while preserving the city's housing stock.	
5.	<b>Schedule (beginning date)</b>	Upon approval	
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Citywide	
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	OFFICE OF PLANNING DEPARTMENT OF PLANNING AND DEVELOPMENT	
8.	<b>COST</b>	NA	
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	NA	
10.	<b>EBO participation</b>	ABE _____ %      WAIVER    yes ___    no ___      N/A _____ AABE _____ %      WAIVER    yes ___    no ___      N/A _____ WBE _____ %      WAIVER    yes ___    no ___      N/A _____ HBE _____ %      WAIVER    yes ___    no ___      N/A _____ NABE _____ %      WAIVER    yes ___    no ___      N/A _____	



# Memo

**To:** Chokwe Lumumba, Mayor

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

**Date:** 09/03/2024

**Re:** Agenda Item

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The attached agenda item is to modify the City's code of ordinances, chapter 26, article 12, on the Rental Registration Program. Said modifications are in accordance with circuit judge James Ball's opinion and order issued May 26, 2024.

If you have questions and/or need clarification, please do not hesitate to contact my office at (601) 960-1993 or e-mail [cdotson@jacksonms.gov](mailto:cdotson@jacksonms.gov).


Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI MODIFYING CHAPTER 26: ARTICLE xii ADDITIONAL REQUIREMENTS FOR RENTAL HOUSING** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Drew Martin, City Attorney**  
**Romona Williams, Deputy City Attorney** RW

9/13/24  
\_\_\_\_\_  
**Date**

OFFICE OF THE CITY ATTORNEY  
Romona Williams  
9/13/24

<b>REGISTRATION FEE BREAKDOWN</b>			
<b>STAFF MEMBER</b>	<b>TASK</b>	<b>APPROX. TIME</b>	<b>COST</b>
<b>RESEARCH TECH</b>			
	Intake Approval -Reviewing/Verifying the Application Details	0:15:00	\$3.82
	Checking for Duplicate Applications with the Same Address	0:10:00	\$2.54
	Payment Verification & Processing	0:20:00	\$5.09
	Researching Info on Hinds County Landroll	0:10:00	\$2.54
	Updating the OpenGov Record & Adding Flags for the address	0:10:00	\$2.54
	Reviewing/Searching for open Code, Zoning, and Permit Violations	0:20:00	\$5.09
	Researching and Verifying Business License Info	0:15:00	\$3.82
	Completeness Review and Final Review of the Application	0:30:00	\$7.63
	Mailing of Documents (Certain Applications)	0:15:00	\$3.82
	<b>Research Tech Total:</b>		<b>\$36.88</b>
<b>C.E. OFFICER/INSPECTION</b>			
	Round-Trip Travel time	0:30:00	\$7.63
	Inspection of the Property	0:30:00	\$7.63
	Uploading Images & Completing the Inspection Report	1:00:00	\$15.26
	Adding Overall notes and emailing the Inspection Report	0:10:00	\$2.54
	Entering the Details of the inspected Unit on the Internal Application	0:10:00	\$2.54
	Issuing Citations	0:15:00	\$3.82
	Gas Cost & Vehicle Depreciation		\$6.15
	<b>Officer Total:</b>		<b>\$45.58</b>
	<b>Application &amp; Inspection Processing Fees</b>		<b>\$82.46</b>

**Additional items & Calculations**

**SOFTWARE USAGE:** \$202,000 (# of Divisions utilizing)

**Future Software Usage:** \$50,000 Annually - Division Upgrade for increased productivity, efficiency &

**Gas Cost Calculation:**

2022 Nissan Rogue: Average fuel efficiency of around 29 miles per gallon (mpg):

- Distance Traveled: 15 minutes each way (30 minutes total)
- Speed: Assuming an average speed of 30 mph (to account for city driving)
- Distance: 30 minutes \* 30 mph = 15 miles round trip (NOTE: DISTANCE WILL VARY)

**Calculating the gas cost:** Gas Cost: 15 miles ÷ 29 mpg = 0.5172 gallons

· Gas Cost: 0.5172 gallons \* \$3.19/gallon = \$1.65 (Shell - 1263 High St 4.22.24)

**Vehicle Depreciation Calculation:**

· Depreciation Cost: 15 miles \* \$0.30/mile = \$4.50

**Total Cost for Travel Expenses:**

**Gas Cost: \$1.65 Vehicle Depreciation: \$4.50**

**Total Travel Expenses: \$1.65 + \$4.50 = \$6.15**



**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT OF  
HINDS COUNTY, MISSISSIPPI**

**MISSISSIPPI APARTMENT ASSOCIATION**

**APPELLANT**

**VS.**

**CIVIL ACTION NO. 25CI1:22-cv-00795**

**CITY OF JACKSON, MISSISSIPPI**

**APPELLEE**

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Appeal from December 20, 2022, Adoption of the Rental Ordinance  
by the City Council of Jackson, Mississippi

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**OPINION AND ORDER**

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On December 20, 2022, after several months of meetings and input from concerned parties, the Jackson City Council adopted a Rental Ordinance requiring registration and inspection of rental property within the City of Jackson.

The Mississippi Apartment Association (“MAA”) is a non-profit company whose members own, operate and service apartment complexes throughout the state; MAA has 72 members operating 9,261 apartments in Jackson. The Association timely appealed the adoption of the ordinance.

The issues to be considered on appeal are:

1. Is the City's Rental Ordinance void due to vagueness?
2. Does the yearly registration fee constitute an impermissible tax?
3. Does the local agent requirement of the Rental Ordinance violate the Commerce Clause of the Constitution?
4. Does the Rental Ordinance requirement of the removal of personal property conflict with the State's eviction statute?

5. Is the exemption given to properties receiving government subsidies either void for vagueness or arbitrary and capricious?
6. Is the Ordinance defective for failure to have an appeal procedure?

### STANDARD OF REVIEW

MAA asserts that the Rental Ordinance in the City of Jackson is unconstitutional on various grounds. When reviewing issues of the constitutionality of a statute or ordinance, the appellate court applies *de novo* review. *Johnson v. Sysco Food Servs.*, 86 So.3d 242, 243 (Miss.2012). The Court must “bear[ ] in mind (1) the strong presumption of constitutionality; (2) the challenging party’s burden to prove the statute is unconstitutional beyond a reasonable doubt; and (3) all doubts are resolved in favor of a statute’s validity.” *Id.*

Issues involving city ordinances are not judicial but rather legislative in nature. *Luter v. Hammon*, 529 So.2d 625, 628 (Miss.1988). “Upon reviewing zoning cases the cause is not tried *de novo* but the circuit court acts as an appellate court only.” *Broadacres, Inc. v. City of Hattiesburg*, 489 So.2d 501, 503 (Miss.1986). See also *Perez v. Garden Isle Cmty. Assoc.*, 882 So.2d 217, 219 (Miss.2004) (“This Court has also held that the circuit court acts as an appellate court in reviewing zoning cases and not as the trier of fact.”); *City of Jackson v. Sheppard Inv. Co.*, 185 So.2d 675, 676 (Miss.1966) (“the cause is not tried *de novo* in the circuit court” and the circuit court “was not the trier of facts and, in accordance with the statute, acted as an appellate court only”).

In matters involving ordinance decisions by city councils, the order of the governing body will “not be set aside unless it is clearly shown to be arbitrary,

capricious, discriminatory, or is illegal, or without a substantial evidentiary basis." *Faircloth v. Lyles*, 592 So.2d 941, 943 (Miss.1991). Appellate courts defined the term "arbitrary" as an act that "is not done according to reason or judgment but depending on the will alone." *Gentry v. City of Baldwin*, 821 So.2d 870, 873 (Miss.Ct.App.2002). The term "capricious" is defined as any act done without reason, in a whimsical manner, implying either a lack of understanding of or a disregard for the surrounding facts and settled controlling principles." *Id.* Substantial evidence has been defined to mean "more than a mere scintilla of evidence" or "something less than a preponderance of the evidence but more than a scintilla or glimmer." *Miss. Dep't of Env'tl. Quality v. Weems*, 653 So.2d 266, 280–81 (Miss.1995).

#### FACTS

On March 8, 2022, the City Council introduced a version of an ordinance requiring owners to register their Jackson rental housing units and submit to certain inspections. The City Council sent that proposal to the Planning Committee for further review. (3/8/22 Hr'g Video at 3:07; Introduced Ordinance [Doc. 4] at 47.) City Council members expressed a desire to address dilapidated rental housing in the city, particularly those owned by out-of-state companies. (3/8/22 Hr'g Video at 5:00, and again at 7:41.) Then-Planning Director Jordan Hillman told the City Council that the Planning Department had started work on a similar ordinance but was working through several "practical issues" with "implementation" considering the Planning Department would have to register and inspect "over 27,000 properties." (3/8/22 Hr'g Video at 8:30.)

On August 17, 2022, the City Council adopted a \$311,902 budget amendment for the Planning Department to enforce the rental registration program for fiscal year 2022.

(12/15/22 Hr'g Video at 15:39 and again at 16:45; MAA Letter [Doc. 4] at 37; 8/17/22 Minutes.) That budget amendment provided for the hiring of five individuals, the purchase of vehicles and for other professional services and equipment. (8/17/22 Minutes.)

The City Council's Rules Committee held a Rental Ordinance-specific meeting on December 15, 2022. At the committee meeting, MAA and several of its members stated their concerns about the proposed version of the ordinance, including with respect to the \$50 per unit yearly registration fees. They pointed out that it appeared that the Planning Department was set to collect, on a yearly basis, five times more than its budget for the first year of the program. (Ireland Letter [Doc. 4] at 37.) Jennifer Welch told the committee that it would cost her over \$19,000 every year in registration fees alone to continue providing affordable rental housing in Jackson. (12/15/22 Hr'g Video at 19:44; Welch's Statement.) Councilman Banks acknowledged the fees were an attempt to find revenue to deal with the problems facing Jackson:

We have to look at this holistically. There are --- really if you poll people that have left Jackson and started asking them, crime is not the only issue. Water is not the only . . . Some of them left because of the blight and dilapidated properties that were rental properties in their neighborhoods or the apartment complex that has gone to [unintelligible] in that area. We have to find other creative ways to create the revenue so that we can be a better provider. Everybody up here – none of us want us to be in the situation that we are in but we are here. And we have to find ways to get out and we got to make sure we find creative ways to do that.

(12/15/22 Hr'g Video at 1:48:05.)

### **The Rental Ordinance**

The purpose of the Ordinance is well stated in Section 26-251, as follows:

The purpose of this article is to establish a Registration requirement for owners of Rental Housing Units to protect the health, safety and welfare of the public insofar as they are affected by the maintenance of said Units and the occupancy thereof. The purpose

shall be accomplished by requiring rental housing units to be registered and inspected.

The City Council emphasized the need for action, stating, “[a]s of the year 2022, there are more rental units than homeowner occupied units in the city of Jackson.” (*Id.*, Third “Whereas” Clause of the Ordinance.) Census data in the record reflects that as of 2022, there are an estimated 32,334 renter-occupied units in Jackson.

The Rental Ordinance applies to the owners of single-family homes, apartment complexes and other rental housing properties located in the City. (See § 25-522 (definition of “Rental Housing Unit.”) The Rental Ordinance requires “Owners” (a defined term that can include property managers) timely register their rental housing units with the City’s Planning Department. See §§ 26-524 & 26-527. All rental units must be registered even if those units are exempt from the fee and inspection requirements set forth in the Ordinance. § 26-523(2).

MAA complains that the section entitled “Registration Requirement,” however, does not specify what information Owners must provide, or what other conditions they must meet, to register. Rather, Section 26-524 merely requires Owners to register with the Planning Department by either March 30, June 30 or August 30, 2023, depending on whether the Owner has more than 100 rental units, 50 to 99 rental units, or less than 50 rental units, respectively. Section 26-527 sets yearly registration fees at \$50 per unit.

Upon timely registering, Owners may rent all their rental units while awaiting Planning Department inspections, § 26-524(b), of a designated percentage of their rental units as follows:

- 1-4 units – 100% of units inspected;
- 5-29 units – at least 20% of units inspected;
- 30-49 units – at least 15% of units inspected; and

50 or more units – at least 10% of units inspected.

§ 26-525(b). See also 12/20/22 Hr'g Video at 51:12 (setting City Council understanding that § 25-525(b) requires an owner to have a "percentage" of units inspected "based on the number of units in that particular owner's portfolio").

Section 26-525(a) requires the Planning Department notify Owners of inspection dates within sixty (60) days of registration. The term "Certificate of Compliance" is defined as the Planning Department document issued "upon successful application submission, approval, inspection, as may be applicable, and fee payment." § 26-522. An Owner with a rental unit receiving a Certificate of Compliance can operate that unit for one-year from the date of the Certificate before having to renew their registration and pay the \$50 per unit renewal registration fees. See §§ 26-524(a) & 26-527.

MAA complains that by failing to describe the registration process in the ordinance, the City Council effectively delegated creation of the registration requirements to the unbridled discretion of the Planning Department. The City Council also allowed the Planning Department to force Owners to comply with the department's registration requirements or face significant penalties: (i) \$500 per unit for Owners who do not complete the Planning Department-imposed steps to register their units, and (ii) another \$150 per unit for Owners who operate a rental unit without Planning Department's "authorization." See § 26-528. Current Planning Department Director Chloe Dotson advised the City Council that owners who do not timely register their units are subject to \$650 per unit fees and that such fees were set at those levels to "entice" owners to timely register. (12/20/22 Hr'g Video at 1:55:40.)

**1. Is the City's Rental Registration Ordinance void due to vagueness?**

As a fundamental constitutional principle, municipal ordinances must provide (i) law-abiding citizens "of ordinary intelligence" with a "reasonable opportunity to understand what conduct" is required of them or is prohibited, and (ii) government regulators with clear standards and guidelines to avoid the chances of "arbitrary and discriminatory enforcement." See *Whittley v. City of Brandon*, 15 So.3d 483, 486 (Miss. Ct. App. 2009); *Mayor & Bd. of Aldermen, City of Clinton v. Welch*, 888 So3d 416, 421-22 (Miss. 2004).

An ordinance cannot leave "policy matters" on what is and is not required by law to the unbridled discretion of municipal employees. *Grayned v. City of Rockford*, 408 U.S. 104, 408-09 (1972). The void for vagueness doctrine is supported by the separation of powers requirement that prevents any legislative body from delegating its legislative responsibility to set enforceable "standards or rules" to an agency or department. *City of Belmont v. Miss. State Tax Comm'n*, 860 So.2d 304-305 (Miss. 2003). See also *Sessions v. Dimaya*, 138 S.Ct. 1204, 1212 (2018) (describing void for vagueness doctrine as "a corollary of the separation of powers," which requires the legislative branch, "rather than the executive or judicial branch, define what conduct is sanctionable and what is not").

There is a "presumption" an ordinance is valid. This requires that MAA demonstrated the registration process is void for vagueness. *Welch*, 888 So.2d at 419. City regulations that are void for vagueness violate the due process clause and "cannot be enforced." *Id.* at 420.

MAA's members have fundamental, constitutionally protected rights in the lawful use of their property and the exercise of legitimate rental businesses, which would be impaired if the Planning Department does not approve an Owner's registration and prevents the Owner from renting his properties. See, e.g., *Cleveland MHC, LLC v. City of Richland*, 163 So. 3d 302, 305 (Miss. Ct. App. 2014), *aff'd*, 163 So. 3d 284 (Miss. 2015). ("A citizen's right to be protected in 'the lawful use of his property is one of the most sacred rights reserved to him under our Constitution.'"); *Terrace v. Thompson*, 263 U.S. 197, 215 (1923) (describing fundamental constitutional rights of property owners "to use, lease, and dispose of it for lawful purposes" and utilize its property in these ways "to earn a livelihood"); *Bowlby v. City of Aberdeen, Miss.*, 681 F.3d 220, 226 (5th Cir. 2012) (recognizing due process protects property interest in operating a legitimate business "in the pursuit of a livelihood"). This does not mean that a city cannot regulate rental property. It means that Constitutional requirements must be met.

A municipal department like Jackson's Planning Department is also not entitled to judicial deference in interpreting a municipal regulation it enforces. See *Wheelan v. City of Gautier*, 332 So.3d 851, 859 (Miss. 2022) (overruling prior deferential standard in favor of judiciary's *de novo* review of legal meaning of municipal ordinances). Whether the registration process is void for vagueness must therefore be judged against the terms of the Rental Ordinance. According to MAA, the constitutional injury to be assessed under the void for vagueness doctrine is whether the City Council failed to set forth adequate, enforceable standards and guidelines for the registration process, not how (or if) the Planning Department has utilized its discretion to set registration requirements.



Here, the Court is aware from the pleadings that a challenge was made in the Chancery Court of Hinds County to the Planning Department's registration requirements. Both parties acknowledge that the Chancery case is presently on appeal. The facts and circumstances surrounding the Chancery case are outside the record of this appeal and therefore have no impact upon this ruling.

Section 26-524 provides:

- (a) "Owners or their authorized representatives shall register all rental housing units with the Department of Planning and Development..."
- (b) "... no owner shall permit occupancy of a rental housing unit by a tenant without first registering the rental unit. ..."

The responsibility for the administration and enforcement of the Ordinance was delegated by the City Council to the Department of Planning and Development. Section 26-521. MAA says that because the City Council did not specify how an owner registers a rental unit, or what information might be required, the Department of Planning has unbridled discretion to refuse to accept an attempted registration if it does conform to whatever form or content the Department of Planning might arbitrarily require. The consequence of failure to register would be an inability to rent the unit, and the imposition of substantial fines. According to the MAA, this makes the Rental Ordinance void for vagueness.

The Court does not agree that the Rental Ordinance is constitutionally void for vagueness for failure to define the registration process. An Owner of ordinary intelligence can understand that rental units must be registered and can expect that information reasonably useful to the enforcement of the Ordinance will be required.

By reviewing the Ordinance, including the Whereas clauses and the purpose stated in the Ordinance, an Owner can reasonably expect to provide Owner contact

information and Local Agent (if any) contact information, including 24-hour contact information, location, and number of rental units, whether the Owner believes the units qualify for an exemption from the required fee and the reason for the exemption.

While it would have been helpful if all the above-mentioned potential registration requirements were found in one place, these potential registration requirements are found in the Ordinance. It is likely that time and experience will reveal other information that would be helpful to obtain during the registration process, and the Department of Planning and Development should have reasonable leeway to obtain information it finds to be helpful, provided the information is reasonably related to the purpose of the Ordinance and not unduly burdensome. This does not mean that the Department of Planning and Development has unbridled discretion to impose onerous and unreasonable registration requirements and demands upon Owners or their representatives.

The registration requirements are not void due to vagueness.

## **2. Does the yearly registration fee constitute an impermissible tax?**

Section 26-527 sets rental registration fee, which includes the first inspection, at \$50. A second inspection is \$100. Annual renewal fees are \$50.

It is appropriate and permissible for the City to charge a reasonable fee for registration and inspection services it will perform in connection with the Rental Ordinance. However, the fee must be reasonably related to the actual or estimated cost of providing the service. If the expected revenue from the fee substantially exceeds expected costs, then the charge is a tax rather than a fee, even if the charge is characterized as a fee in the Ordinance.

Article IV, Section 80 of the Mississippi Constitution prohibits municipalities from imposing “assessments” or “tax[es]” absent specific authorization by the Legislature. *Mayor & Bd. of Aldermen, City of Ocean Springs v. Homebuilders Assoc. of Miss., Inc.*, 932 So.2d 44, 53 (Miss. 2006). Considering there is no specialized statute that authorizes the City to collect its registration fees, the Court must consider whether the fees are permissible under the Home Rule statute, Miss. Code Ann. § 21-17-5, which permits the City to enact police power ordinances such as the Rental Ordinance. Cities have never had the police power to levy taxes. *Id.* at 58-59 (quoting *Pitts v. Mayor of Vicksburg*, 16 So. 418, 419 (Miss. 1894)). But certain charges are permissible if they represent a proper regulatory “fee, as opposed to a tax.” *Id.* at 53. Mississippi courts have developed rules to scrutinize municipal charges or else cities “could classify any exaction as a fee . . . and evade the Constitutional and Legislative limitations . . . in regard to taxation.” *Id.* at 56.

Courts must evaluate the nature of a municipal charge, not its “label,” to determine whether it is a tax versus a fee; “the purpose of the enactment governs over terminology.” *Ocean Springs*, 932 So.2d at 53-54. Taxes represent “an exaction for public purposes” and are utilized “to provide benefit for the entire community.” *Id.* at 54 (quotation omitted). Regulatory fees are “[p]roperly understood” to be “charges to cover the cost of the [government’s] use of its regulatory powers,” *id.* at 55 (quoting Hugh Spitzer, *Taxes v. Fees: A Curious Confusion*, 38 Gonz. L. Rev. 335, 353 (2003)), and are imposed on the assumption that the paying parties will receive a “special benefit” in return for the payment, *id.* at 54. “Such fees cover public expenditures on inspection, record-keeping, and processing, and are correctly limited to the proportionate cost of giving the fee payer that special attention.” *Id.* at 55 (citing *Taxes v. Fees*). A

municipality may not use fees as a revenue raising measure to discharge traditional municipal services normally funded by taxes. *See id.* at 56 (citing upheld trial court conclusions).

MAA points out that a City Council Member said that the city needs revenue to service the many needs of its citizens. MAA claims this is evidence that the city is imposing a tax instead of a fee. The Court disagrees. The Council Member was simply stating the obvious. The city has many needs, including dealing with sub-standard rental units. If the city is going to take on the responsibility of inspecting thousands of rental units, it needs to charge a reasonable fee for that service. The question becomes, is the fee reasonably related to the cost?

The record reflects; 1) the city budgeted \$311,000 for the administration and enforcement of the Rental Ordinance; 2) it charges \$50 to register and inspect each non-exempt rental unit; 3) there are over 32,000 rental units in the City. This indicates the potential revenue stream is \$1.5 million per year against a budgeted expense of \$311,000. This does not mean that the city should simply hire more inspectors until it exhausts the expected revenue stream, as MAA alleges the city might do. One should look at the well-stated purpose of the Rental Ordinance, which is to protect the health, safety, and welfare of the public insofar as they are affected by the maintenance and occupancy of rental units. This is to be accomplished by requiring registration of all rental units and the inspection of units that are not otherwise subject to a government required inspection. The purpose of the Ordinance is already accomplished for rental units otherwise subject to a government required inspection. It is therefore reasonable to exempt such units from further inspection and the associated fee.

On the record available, the Court cannot determine the true expected cost to the city of registration and inspection. Nor can the Court determine from the record a reasonable fee to charge for this service. The information available is that the previous ordinance, in existence for 16 years, required an inspection fee of up to \$50 when a tenant vacated a rental unit before the unit could be occupied by another tenant. The record reflects the previous ordinance was not enforced due to staff shortages.

The record shows the city budgeted \$311,000 to purchase vehicles, equipment and hire 5 employees to administer and enforce the Rental Ordinance. This is substantially less than the \$1.5 million that might be generated each year if every rental unit in the city paid a \$50 fee. However, the Rental Ordinance exempts dormitories, rental units belonging to government entities, and rental units that; 1) receive some type of government funding or subsidy; and 2) are subject to federal, state, or local inspection. The record does not tell us how many rental units are exempt. It does not tell us what the expected delinquency rate will be in collecting the fees. Therefore, a reasonable estimate of the expected cost and expected revenue cannot be determined.

However, the Court finds that the Ordinance exacts a fee that is not reasonably related to the cost of registration and inspection of rental units for owners that have more than 4 units.

The required annual fee is \$50 per rental unit, which includes registration and inspection. Section 26-252 (b) provides that for Owners with 1 to 4 units, 100% of units will be inspected. For Owners with 5 to 29 units, at least 20% will be inspected. For Owners with 30-49 units, at least 15% will be inspected. For Owners with 50 or more units, at least 10% will be inspected. It is understandable that the city may choose to

inspect a representative sample of units in a large apartment complex rather than attempting to inspect every unit. This reasonably accomplishes the purpose of the Rental Ordinance.

Although the record is absent about what a reasonable fee should be, if one assumes that \$50 is a reasonable fee for the inspection of one unit, then the inspection of 10 units should cost \$500, unless the units are so close to one another that travel time is limited and units can be more quickly inspected. However, under the Rental Ordinance an Owner of a 100-unit apartment complex can be charged \$5,000 for inspecting just 10 units. That is \$500 per unit inspected. This disparity is not related to the cost of providing the service to that Owner. Therefore, the charge is not a fee, it is an impermissible tax.

Also, it cannot be determined from the record that a second inspection of a rental unit costs the City twice as much as the first inspection, but the cost of a second inspection is \$100.

Section 26-529 of the Rental Ordinance provides:

If any section, subsection or clause of this article shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

From the date of this Order, the inspection fees set forth in Section 26-527 are unenforceable unless and until the city makes a fact-based determination of; 1) the expected cost of inspections; and 2) revenue to be generated under the Rental Ordinance; and 3) sets fees reasonably calculated to be based upon expected cost.

This does not invalidate the rest of the Rental Ordinance.

**3. Does the local agent requirement of the Ordinance violate the Commerce Clause of the Constitution?**

A law discriminates against interstate commerce when it produces “differential treatment of in-state and out-of-state economic interests that benefits the former and burdens the latter.” *Hignell-Stark v. City of New Orleans*, 46 F.4th 317, 325 (5th Cir. 2022). A law that discriminates against interstate commerce “is virtually *per se* invalid.” *Id.* A discriminatory law may only be upheld “if it advances a legitimate local purpose that cannot be adequately served by reasonable nondiscriminatory alternatives.” *Id.* If “any available alternative methods for enforcing the government’s legitimate policy goals” exist, the discriminatory law is unconstitutional.” *Id.* (emphasis in original).

Section 26-522 defines terms used in the Ordinance. It defines “Local Agent” as follows:

A real person who resides in the city limits of Jackson, Mississippi who is able to respond reasonably to contact made by the Director of Planning or designee on a 24-hour basis. The Local Agent must be able to legally represent the Owner.

The Court understands why the City may find it desirable to have a Local Agent for absentee Owners to address safety and maintenance issues that arise at any time. In today’s world, with countless communication and transportation options, the place where the Local Agent resides is of little significance. Requiring the Local Agent to live within the city limits of Jackson, Mississippi, triggers the potential violation of Commerce Clause of the Constitution.

However, while the Rental Ordinance defines a Local Agent as someone living within the city limits, the Rental Ordinance contains no requirement that an Owner have a Local Agent. This language is surplusage and has no operative effect. Therefore, the Ordinance does not violate the Commerce Clause of the Constitution.

MAA complains that the Rental Ordinance is being interpreted by the Department of Planning and Development to require a non-resident Owner to have a Local Agent who lives within the city limits of Jackson, Mississippi. This potential problem would be solved if the unnecessary surplus language was stricken or ignored. Courts should not re-write Ordinances. However, the City Council invites a court to strike or ignore part of the Rental Ordinance found to be legally invalid.

As pointed out above, Section 26-529 of the Rental Ordinance provides:

If any section, subsection or clause of this article shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

At the hearing, the Court inquired of counsel for both sides whether the residence problem raised by MAA would be solved by striking the words "who resides in the city limits of Jackson, Mississippi" from Section 26-522. All counsel indicated this would solve the potential problem and no objection was voiced to striking the language.

Therefore, the Court strikes the following language from the definition of Local Agent, in Section 26-522 of the Rental Ordinance:

... "who resides in the city limits of Jackson, Mississippi" ...

**4. Does the Rental Ordinance requirement of the removal of personal property conflict with the State's eviction statute?**

When a tenant has been lawfully evicted, the owner shall properly dispose of or otherwise remove any personal property or trash left on the curb within five (5) days after a warrant for removal has been executed. Personal property or trash shall be disposed of in a legal landfill or moved to storage, and the owner must provide proof of said action.

Section 26-526(c).



The Rental Ordinance provides for a \$500 fine if rental housing owners "fail[] to remove evicted tenant's property as required under Sec. 26-526(c)." MAA complains that this portion of the Rental Ordinance conflicts with the new updated eviction statutes which describe in detail each step in the eviction and removal process. *See generally* Miss. Code Ann. § 89-8-35(2).

The Court disagrees with this assertion by MAA. There is nothing in the Rental Ordinance that conflicts with the new statutory eviction process. The City seeks to avoid the accumulation of abandoned trash on city streets after the eviction process is complete. One of the last steps in the statutory eviction process is the landlords right to remove personal property abandoned by the tenant and place it on the street, where the tenant or passersby might claim the property, or where it may be removed by regular garbage collection. The Rental Ordinance seeks to have the Owner remove any property left on the street more than five days. This is within the authority of the City and does not conflict with the eviction statutes.

However, the Rental Ordinance goes further than required. The Rental Ordinance requires the Owner to store personal property left on the street more than 5 days or dispose of it in a landfill and provide proof. But, in real life, most of the time there is little if any personal property remaining after 5 days, so it will not be possible for the Owner to provide proof that the property is in a landfill or in storage. Sometimes, abandoned property is given to charity or disposed of in some way other than delivery to storage or delivery to a landfill. What is clear is the City does not want personal property left on the street for more than 5 days after an eviction.

The language requiring the Owner to store personal property or dispose of it in a landfill and provide proof is subject to arbitrary and capricious application and is therefore invalid. The language "after a warrant of removal has been executed" is also subject to multiple interpretations and is unnecessary to accomplish the City's stated purpose.

As stated above, Section 26-529 of the Rental Ordinance provides:

If any section, subsection or clause of this article shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

At the hearing, the Court inquired of counsel for both sides whether the personal property removal issues raised by MAA would be solved by placing a period after the words "five (5) days" and striking all the words that follow "days" from Section 26-526(c). All counsel indicated this would solve the problems raised by MAA and no objection was voiced to striking the language. Therefore, the Court strikes the following language from Section 26-526(c) of the Rental Ordinance:

... "after a warrant for removal has been executed. Personal property or trash shall be disposed of in a legal landfill or moved to storage, and the owner must provide proof of said action."

**5. Is the exemption given to properties receiving government subsidies either void for vagueness or arbitrary and capricious?**

The registration fees and inspection provisions and of this article shall apply to all rental housing except:

- (1) Rental Housing Units that a government entity or housing authority owns, operates or manages and;
- (2) institutional dormitories or rental housing units that receive funding or subsidies from federal, state, or local government, only if the units are subject to federal, state or local inspections.

§ 26-523.

MAA claims that this provision is void for vagueness and is arbitrary and capricious. An examination of the stated purpose of the Rental Ordinance and the practical problem of inspecting tens of thousands of rental units compels the Court to disagree with MAA.

The Rental Ordinance seeks to protect the health, safety and welfare of persons affected by the occupancy of rental units. It rationally plans to accomplish this purpose by requiring registration and inspection. The City seeks to avoid unnecessary duplication of effort by exempting rental units already subject to government required inspection. This is reasonable and logical. The City also exempts government entities from fees related to the Rental Ordinance. This prevents the City from encroaching on the province of other governments. Therefore, the Section is not arbitrary or capricious.

MAA complains that the Section may not be interpreted to apply to every kind of government subsidy where an inspection is required. Neither the Court nor the City Council is required to pre-determine every possible application of the exemption. The exemption is plainly stated in everyday English and is understandable. If the rental unit receives funding or subsidies from federal, state, or local government, and if the unit is subject to federal, state or local inspections, it is exempt from fees.

The exemption given to rental units, that 1) receive government funding or subsidy; and 2) are subject to inspection, is not void for vagueness, is not arbitrary and is not capricious.

**6. Is the Ordinance defective for failure to have an appeal procedure?**

This is a statutory appeal of the decision of the City Council to adopt an ordinance. It is not an appeal of the application of an ordinance by an administrative department of the City. MAA complains that the Rental Ordinance is defective because there is no

administrative remedy, or appeal for challenging a decision by the Department of Planning and Development to reject attempted registration by an Owner, or a determination that a rental unit is not exempt from fees, or a determination that an Owner is subject to fines, among other things.

There is no appeal procedure set forth in the Rental Ordinance, and this may be a fatal defect in the ordinance. However, this objection was not briefed, nor was it properly raised in the appeal. It was raised for the first time in MAA's Reply brief. It may be that another ordinance of the City of Jackson provides an appeal process applicable to this ordinance. However, the Court cannot take judicial notice of city ordinances. Therefore, no examination has been made of other ordinances that might apply.

Since this ruling will require a revision to the fee portion of the Rental Ordinance, the Court suggests an appeal process for the Rental Ordinance be given appropriate consideration.

**IT IS THEREFORE ORDERED** as follows:

1. From the date of this Order, the inspection fees set forth in Section 26-527 are unenforceable unless and until the city makes a fact-based determination of; 1) the expected cost of inspections; and 2) revenue to be generated from the Rental Ordinance; and 3) sets fees reasonably calculated to be based upon expected cost.
2. The following language is stricken from the definition of Local Agent, found in Section 26-522 of the Rental Ordinance:

...“who resides in the city limits of Jackson, Mississippi”...

3. the following language is stricken from Section 26-526(c) of the Rental

Ordinance:

...“after a warrant for removal has been executed. Personal property or trash shall be disposed of in a legal landfill or moved to storage, and the owner must provide proof of said action.”

4. The City should make certain that an appeal process for decisions by the

Department of Planning and Development is available.

5. Every other ground for appeal raised by MAA is without merit and is denied.

SO ORDERED, this 26 day of March 2024.

  
CIRCUIT JUDGE

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
MODIFYING CHAPTER 26: ARTICLE XII ADDITIONAL REQUIREMENTS FOR  
RENTAL HOUSING**

**WHEREAS**, Article XII establishes rules for regulating and governing the conditions and maintenance of all rental property by providing the standards for conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and

**WHEREAS**, The City of Jackson finds it necessary to amend rules and regulations relating to Chapter 26: Article XII Additional Requirements for Rental Housing in order to continue to reasonably protect health, safety, and welfare of tenants through the enforcement of property maintenance codes; and

**WHEREAS**, As of the year 2022, there are more rental units than homeowner occupied units in the city of Jackson and the city finds it necessary to enforce a registration and inspection program to prevent future neglect of properties in the city; and

**WHEREAS**, The Department of Planning and Development recommends the proposed text amendments to Ordinance Chapter 26: Article XII Additional Requirements for Rental Housing.

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

Chapter 26, Article XII of the Code of Ordinances of the City of Jackson, Mississippi, is hereby to read as follows:

**ARTICLE XII. – RENTAL REGISTRATION PROGRAM**

**Sec. 26-521. – Purpose and Authority.**

The purpose of this article is to establish a Registration requirement for owners of Rental Housing Units to protect the health, safety and welfare of the public insofar as they are affected by the maintenance of said Units and the occupancy thereof. The purpose shall be accomplished by requiring rental housing units to be registered and inspected. This article shall be construed to secure this express intent.

The Department of Planning and Development shall be responsible for the administration and enforcement of this article.

**Sec. 26-522. – Definitions.**

Unless the context clearly indicates otherwise, the following words and phrases as used in this article shall have the following meanings:

*Certificate of Compliance* – a document provided by the City of Jackson's Department of Planning Division of Rental Registration upon successful application submission, approval, inspection, as may be applicable, and fee payment.

*Local Agent*: A real person who resides in the city limits of Jackson, Mississippi who is able to respond reasonably to contact made by the Director of Planning or designee on a 24-hour basis. The local agent must be able to legally represent the owner.

*Owner*: Any person or legal entity which owns an interest in the property in question or any legal entity which serves as a managing agent for the property in question.

*Property Maintenance Code*: The provisions of City of Jackson's Code of Ordinances, the 2018 International Property Maintenance Code, and any other housing standards and ordinances adopted by the City Council.

*Rental Housing Unit*: Any dwelling, dwelling unit, or part thereof, including but not limited to, any single-family housing unit, duplex, triplex, quadruplex, multifamily unit, apartment, condominium, rooming house, or boarding house.

*Tenant*: A person occupying a rental housing unit pursuant to a written or oral agreement.

***Sec 26-523. – Applicability.***

The registration fees and inspection provisions and of this article shall apply to all rental housing units except:

(1) Rental Housing Units that a government entity or housing authority owns, operates or manages; and

(2) Institutional dormitories or rental housing units that receive funding or subsidies from federal, state, or local government, only if the units are subject to federal, state, or local inspections.

***Sec 26-524. – Registration Requirement.***

(a) Owners or their authorized agents shall register all rental housing units with the Department of Planning and Development according to the following schedule:

(1) Owners or their authorized agents with more than one hundred (100) rental units shall register all rental housing units with the Department of Planning and Development by March 30, 2023;

(2) Owners or their authorized agents with between fifty (50) and ninety-nine (99) rental units shall register all rental housing units with the Department of Planning and Development by June 30, 2023;

(3) Owners or their authorized agents with less than fifty (50) rental units shall register all rental housing units with the Department of Planning and Development by August 30, 2023;

(b) After the applicable registration deadline in Section 26-524(a), no owner shall permit occupancy of a rental housing unit by a tenant without first registering the rental unit. **An owner is authorized to permit occupancy of a rental housing unit that is timely registered until the Department makes a final decision on whether to issue a Certificate of Compliance.**

***Sec 26-525. – Inspection Requirements.***

- (a) No later than sixty (60) days after receiving a completed application and fee, the Department shall notify the owner(s) of an inspection date and time.
- (b) Inspection of rental housing units shall be conducted as follows:
  - (1) 1-4 units – 100% of units inspected;
  - (2) 5-29 units – at least 20% of units inspected;
  - (3) 30-49 units – at least 15% of units inspected;
  - (4) 50 or more units – at least 10% of units inspected.
- (c) If the rental housing unit fails the initial inspection, the Department shall notify the owner in writing of the deficiencies within ten (10) business days of the inspection. The owner shall be given forty-five (45) days from the date of the notice to schedule a second inspection. If an inspection has not been scheduled within that time, the rental housing unit shall be listed as being out-of-compliance and shall remain out-of-compliance until a satisfactory inspection is received.
- (d) Any owner denied a Certificate of Compliance after a fourth unsatisfactory inspection may appeal the determination in writing to the Director of the Planning Department within 30 days of the failed inspection. The Director will have the authority to conduct an inspection to determine if the units passes or fails the inspection.
- (e) **If the owner, local agent, or tenant of any rental housing unit refuses entry upon request of City officials to carry out inspections under this article, the City shall apply to the appropriate judicial officer for a warrant based on constitutional standards in effect at the time of the application. No City official shall enter a rental housing unit to carry out an inspection under this article without consent, lawful warrant, or other legal authority.**

***Sec. 26-526. Certificate of Compliance, Renewal and Change of Ownership.***

(a) The Certificate of Compliance shall expire one (1) year from the date of issuance by the Department, or renewal thereof. Owners must apply to renew a Certificate of Compliance and pay the renewal fee at least thirty (30) days before an active Certificate of Compliance expires.

(b) Any person or entity who acquires ownership of a rental housing unit with an active registration shall update the registration information or register the unit within ninety (90) days of acquiring the unit.



**(c) When a tenant has been lawfully evicted, the owner shall properly dispose of or otherwise remove any personal property or trash left on the curb within five (5) days after a warrant for removal has been executed. Personal property or trash shall be disposed of in a legal landfill or moved to storage, and the owner must be able to provide proof of said action.**

**Sec. 26-527. – Fees.**

Rental Registration Fee (1 <sup>st</sup> inspection is included)	\$50.00 – per unit
Re-inspection Fee	\$100.00 – per unit
Annual Renewal Registration Fee	\$50.00 – per unit

**Sec. 26-528. Enforcement and penalties**

Failure to register rental unit by deadline	\$500.00 - per unit
<b>Unauthorized</b> Occupancy without Certificate of Compliance	\$150.00 - per unit

**Failure to remove evicted tenant's property as required under Sec. 26-526(c) \$500.00**

**Sec. 26-529. Severability**

**If any section, subsection or clause of this article shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected.**



3



**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
FOR THE HONORARY RENAMING OF A ONE BLOCK PORTION  
OF PASCAGOULA STREET TO  
HAL WHITE WAY**

**WHEREAS,** Harold Taylor White, Jr., known to all as Hal, was a resident of the City of Jackson, MS and was the co-founder, co-owner, general manager and chef of Hal & Mal's Restaurant, an iconic gathering place in the heart of downtown Jackson, from 1985 until his death in 2013;

**WHEREAS,** Mr. White spent 30+ years promoting downtown economic development and revitalization and he championed historic preservation;

**WHEREAS,** Mr. White mentored hundreds of young people working in the hospitality industry and oversaw the scholarship training component of H.F. White Scholarship at Hinds Community College;

**WHEREAS,** Mr. White worked to raise funds and awareness for Children's of Mississippi through the St. Paddy's Parade and Festival;

**WHEREAS,** Mr. White was recognized by Visit Jackson as a "Jackson Icon" for his life's work;

**WHEREAS,** Mr. White embodied the attributes of a selfless mentor and leader for all who knew him;

**WHEREAS,** Mr. White will always be remembered by the honorary designation of this street.

**NOW, THEREFORE, BE IT ORDAINED,** that the City Council of Jackson, Mississippi hereby gives the honorary renaming to **Hal White Way** of a one block spur of Pascagoula Street, beginning at South State Street and ending at Commerce Street, that consists of a single one-way lane running west to east alongside and to the right of and above the Pascagoula Street underpass.

**SO. ORDAINED,** this the third day of September, 2024..

**Agenda Item No. 3**  
**9.10.2024**  
**(Lindsay)**



4





**ORDINANCE AMENDING SECTIONS 118-593, -595, AND -600 OF THE CITY OF JACKSON CODE OF ORDINANCES, NEIGHBORHOOD TRAFFIC CALMING PROCEDURE**

OFFICE OF THE CITY ATTORNEY  
3024

**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.

Agenda Item No. 4  
9.10.2024  
(Martin, 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**

<b>P O I N T S</b>		<b>C O M M E N T S</b>						
1.	<b>Brief Description/Purpose</b>	<b>ORDINANCE AMENDING SECTIONS 118-593, -595, AND -600 OF THE CITY OF JACKSON CODE OF ORDINANCES, NEIGHBORHOOD TRAFFIC CALMING PROCEDURE</b>						
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life						
3.	<b>Who will be affected</b>	Residents of Jackson seeking traffic calming for their neighborhoods						
4.	<b>Benefits</b>	Reconstitutes the Traffic Calming Committee as a subcommittee of the Planning Board, so that it remains intact between neighborhood requests						
5.	<b>Schedule (beginning date)</b>	Effective one month following passage						
6.	<b>Location:</b> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide						
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant	Department of Public Works						
8.	<b>COST</b>	N/A						
9.	<b>Source of Funding</b> <input type="checkbox"/> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond ▪ Other <input type="checkbox"/>	N/A						
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes ___	no ___	N/A	_____
		AABE	_____ %	WAIVER	yes ___	no ___	N/A	_____
		WBE	_____ %	WAIVER	yes ___	no ___	N/A	_____
		HBE	_____ %	WAIVER	yes ___	no ___	N/A	_____
		NABE	_____ %	WAIVER	yes ___	no ___	N/A	_____



**DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION**

**MEMORANDUM**

**To:** 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 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1750  
8/22/24

## OFFICE OF THE CITY ATTORNEY

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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* 





**5**



6



**7**



OFFICE OF THE CITY CLERK  
CITY OF JACKSON, MISSISSIPPI

**ORDER RATIFYING AND AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR AND RECEIPT OF ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) FUNDS FROM THE UNITED STATES DEPARTMENT OF ENERGY FOR THE DEPARTMENT OF PUBLIC WORKS**

**WHEREAS**, the Energy Efficiency and Conservation Block Grant (EECBG) Program is designed to assist states, local governments, and Tribes in implementing strategies to reduce energy use, reduce fossil fuel emissions, and improve energy efficiency; and

**WHEREAS**, the Department of Energy (DOE) provides extensive opportunities for support to local governments to reduce barriers to achieving their clean energy and energy efficiency goals and maximize project impact; and

**WHEREAS**, according to the EECBG application, the City's goal is to explore technical assistance options via peer networks and cohort-based learning, expert assistance in problem solving, document templates, and more opportunities that help meet specific needs of the City; and

**WHEREAS**, the Grants Division recommends that the governing authorities for the City of Jackson ratify the submission of the City's EECBG grant application wherein the City goal is to reduce energy use by 50% by 2050 or sooner; and

**WHEREAS**, as part of the Federal government's Inflation Reduction Act, \$149,114,790 in EECBG Program formula funding was awarded to 175 communities; and

**WHEREAS**, the Grants Compliance Officer represents the City of Jackson's federal allotment is \$201,980; and

**WHEREAS**, the Department of Public Works recommends that EECBG funds facilitate the development of a transformational comprehensive Energy Plan for city assets, focusing on reducing energy consumption, promoting renewable energy adoption, and fostering sustainability, with a commitment to equity and environmental justice.

**IT IS, THEREFORE, ORDERED** that the Department of Public Works, in coordination with the Grants Management Office, apply for and receive the \$201,980 in EECBG funds allocated by formula by the Department of Energy to the City of Jackson, Mississippi.

Agenda Item No. 7  
9.10.2024  
(Malembeka, Lumumba)

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 3, 2024

	<b>POINTS</b>	<b>COMMENTS</b>																																			
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING A GRANT APPLICATION TO DOE FOR EECBG FOR THE DIVISION OF GRANTS.</b>																																			
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Infrastructure and Transportation Quality of Life																																			
3.	<b>Who will be affected</b>	City of Jackson																																			
4.	<b>Benefits</b>	The City of Jackson, facing significant climate vulnerability and energy burden, plans to utilize its EECBG formula allocation to craft a comprehensive plan for reducing energy consumption and initiate energy efficiency audits on publicly owned assets through Blueprints 1 and 2A. This strategy involves analyzing energy consumption across city facilities, infrastructure, vehicles, and properties to establish baselines and prioritize areas for improvement and funding.																																			
5.	<b>Schedule (beginning date)</b>	Application due October 31, 2024																																			
6.	<b>Location:</b> ▪ WARD # ▪ CITYWIDE <input checked="" type="checkbox"/> yes <input type="checkbox"/> no ▪ Project limits (if applicable)	CITYWIDE																																			
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	The Departments of Public Works in coordination with the Grants Management Office, will develop a transformational comprehensive Energy Plan for our city assets and community, focusing on reducing energy consumption, promoting renewable energy adoption, and fostering sustainability, with a commitment to equity and environmental justice.																																			
8.	<b>COST</b>	Grant Request Amount: \$201,980      Matching Fund Amount: \$0.00																																			
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Matching Fund Account Name: N/A Matching Fund Account Code: Not Required																																			
10.	<b>EBO participation</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">ABE</td> <td style="width: 10%;">.....</td> <td style="width: 10%;">%</td> <td style="width: 10%;">WAIVER</td> <td style="width: 10%;"><input type="checkbox"/> yes</td> <td style="width: 10%;"><input type="checkbox"/> no</td> <td style="width: 10%;"><input checked="" type="checkbox"/> N/A</td> </tr> <tr> <td>AABE</td> <td>.....</td> <td>%</td> <td>WAIVER</td> <td><input type="checkbox"/> yes</td> <td><input type="checkbox"/> no</td> <td><input checked="" type="checkbox"/> N/A</td> </tr> <tr> <td>WBE</td> <td>.....</td> <td>%</td> <td>WAIVER</td> <td><input type="checkbox"/> yes</td> <td><input type="checkbox"/> no</td> <td><input checked="" type="checkbox"/> N/A</td> </tr> <tr> <td>HBE</td> <td>.....</td> <td>%</td> <td>WAIVER</td> <td><input type="checkbox"/> yes</td> <td><input type="checkbox"/> no</td> <td><input checked="" type="checkbox"/> N/A</td> </tr> <tr> <td>NABE</td> <td>.....</td> <td>%</td> <td>WAIVER</td> <td><input type="checkbox"/> yes</td> <td><input type="checkbox"/> no</td> <td><input checked="" type="checkbox"/> N/A</td> </tr> </table>	ABE	.....	%	WAIVER	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" type="checkbox"/> N/A	AABE	.....	%	WAIVER	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" type="checkbox"/> N/A	WBE	.....	%	WAIVER	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" type="checkbox"/> N/A	HBE	.....	%	WAIVER	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" type="checkbox"/> N/A	NABE	.....	%	WAIVER	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" type="checkbox"/> N/A
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Revised 2-04



Office of the City Attorney

455 East Capitol Street  
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Telephone: (601) 960-1799  
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## OFFICE OF THE CITY ATTORNEY

**ORDER AUTHORIZING A GRANT APPLICATION FOR AND RECEIPT OF ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) FUNDS FROM THE UNITED STATES DEPARTMENT OF ENERGY FOR THE DEPARTMENT OF PUBLIC WORKS** legally sufficient for placement in NOVUS Agenda.



**Drew Martin, City Attorney** *DM*  
**Sondra Moncure, Special Assistant** *SM*

*9/14/24*

**Date**

OFFICE OF THE CITY ATTORNEY  
9/14/24  
*SM*



## COUNCIL AGENDA ITEM BRIEFING MEMO

**To:** Mayor Chokwe A. Lumumba

**From:** Sondra Lee-Bell, Grants Management Program Administrator

**Date:** 9/3/2024

**Agenda Item:** ORDER AUTHORIZING A GRANT APPLICATION FOR AND RECEIPT OF ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) FUNDS FROM THE UNITED STATES DEPARTMENT OF ENERGY FOR THE DEPARTMENT OF PUBLIC WORKS

**Item #:**

**Council Meeting:** Regular Council Meeting, September 10, 2024

**Consultant/Contractor:** TBD upon procurement following grant award

**EBO:** N/A

**Purpose:** Authorize application for and receipt of Energy Efficiency and Conservation Block Grant (EECBG) from the United States Department of Energy for the development of a transformational comprehensive Energy Plan for our city assets and community, focusing on reducing energy consumption, promoting renewable energy adoption, and fostering sustainability, with a commitment to equity and environmental justice.

**Cost:** \$0 (Grant Value: \$201,980)

**Project/Contract Type:** Grant (Services, construction, goods)

**Funding Source:** Not Applicable

**Schedule/Time:** Application due October 31, 2024

**Department Manager:** Mr. Louis Wright

**Background:** The Energy Efficiency and Conservation Block Grant (EECBG) Program is designed to assist states, local governments, and Tribes in implementing strategies to reduce energy use, reduce fossil fuel emissions, and improve energy efficiency. As part of the Federal government's Inflation Reduction Act, \$149,114,790 in EECBG Program formula funding was awarded to 175 communities. The Federal formula allotted \$201,980 to the City of Jackson, MS.

## Recipient Information

### 1. \*Recipient Name

**City of Jackson**

### 2. \*Are you planning to team with other entities in the planning and use of your EECBG Program funds?

**No**

*\*Please note: teams should only submit one EECBG Voucher application. For additional information on teaming, please see Section 2.4 of the EECBG Program Application Instructions*

## Energy Efficiency and Conservation Strategy (EECS)

### 3. \*All entities must submit an Energy Efficiency and Conservation Strategy (EECS) through the Voucher portal to meet the statutory requirements for the EECBG Program. Has your organization already submitted a completed EECS through a previous EECBG Voucher application through the voucher portal?

**No**

*Note: Previously emailed EECS files are not acceptable. Please enter your EECS here if it was not completed as part of a past Voucher portal application.*

### 4. \*You can enter your Energy Efficiency and Conservation Strategy (EECS) in two ways. Please choose the preferred method below.

Upload a completed EECS (Word or PDF file)

**Complete the EECS with your portal application (This is the preferred method. You will be asked to answer questions based on the EECS template as part of your online application beginning on the next page)**

## EECS: Strategy and Goal

5. \*Local and tribal governments must include within their proposed strategy a description of their goals for increased energy efficiency and conservation in the jurisdiction. Does your local government have existing energy efficiency and conservation or related goals?

No

6. \*No, our government does not have an existing goal, but we are selecting the following goal as part of our strategy. If you select option 5, you must also select from options 1- 4 or option 6 (you may select more than one option).

1. Carbon neutrality by 2050 or sooner
2. **Reduce energy use by 50% by 2050 or sooner**
3. 100% carbon-free energy use by 2050 or sooner
4. 80% EV adoption by 2050 or sooner
5. Pay prevailing wages for all construction and maintenance projects by 2025
6. Other

7. \*Does your local or tribal government have an existing plan or strategy document (e.g., climate action plan, energy conservation plan, comprehensive energy plan, etc.) to reduce energy use, increase energy efficiency, reduce emissions, or train workers for high-quality energy efficiency jobs?

No

8. \*Please briefly describe your strategy to achieve your goals listed in the previous question

The City of Jackson, facing significant vulnerability and energy burden, plans to utilize its EECS formula allocation to craft a comprehensive energy plan and initiate energy efficiency audits on publicly owned assets through Blueprints 1 and 2A. This strategy involves analyzing energy consumption across city facilities, infrastructure, vehicles, and properties to establish a baseline and prioritize areas for improvement and funding. Jackson aims to set achievable goals, promote energy-efficient practices, transition to renewables, engage the community through grassroots initiatives, and collaborate with businesses and workforce development partners. By fostering robust community engagement and institutionalizing energy-saving practices, the city seeks to sustain efforts and achieve its goal of reducing energy consumption by 50% by 2050. Additionally, the city intends to serve as a model by prioritizing energy efficiency measures for city-owned assets to mitigate costs and contribute to a sustainable future. Among the chief drivers of costs for all Jacksonians is the cost of government, which is borne by residents in property tax rates paid by

landowners and passed on to renters and sales tax paid by all. In the 2022 – 2023 fiscal year, the city spent over \$10 million (roughly 10% of the total budget) on energy expenses. The true cost of these expenses is understated, however, as they continually contribute to worsening climactic conditions that drive our residents' energy usage. This is why, while gathering data for our citywide energy plan, we will be simultaneously looking for opportunities to position ourselves as a model for our community by prioritizing energy efficiency and retrofitting measures for city-owned assets.

## EECS: EECBG Program Activities

9. \*Are you planning to use an EECBG Program Blueprint?

Yes

10. \*I am planning to use the following Blueprint(s)

**Blueprint #1: Energy Planning**

**Blueprint #2A: Energy Efficiency - Energy Audits and Building Upgrades**

Blueprint #2B: Energy Savings Performance Contracts: Energy Efficiency and Electrification in Government Buildings

Blueprint #2C: Building Electrification Campaign

Blueprint #2D: Building Performance Standards & Stretch Codes

Blueprint #3A: Solar & Storage- Power Purchase Agreements and Direct Ownership

Blueprint #3B: Community Solar

Blueprint #3C: Solarize Campaign

Blueprint #3D: Renewable Resource Planning for Rural and Tribal Communities

Blueprint #4A: Electric Vehicles and Fleet Electrification

Blueprint #4B: EV Charging Infrastructure for the Community

Blueprint #5: Unlocking Sustainable Financing Solutions for Energy Projects and Programs with Revolving Loan Funds

Blueprint #6: Workforce Development

11. \*How does this Blueprint help you meet your strategy/goals?

The Energy Planning Blueprint provides a structured framework for Jackson to begin reducing energy use by 50% by 2050. The blueprint emphasizes the importance of engaging stakeholders from across the community, including residents, businesses, and government agencies. By incorporating input from diverse stakeholders, our energy planning efforts will reflect the priorities and needs of the community, increasing buy-in and support for initiatives including exploration of partnerships in areas like economic and workforce development.

The blueprint guides us in collecting and analyzing data on current energy consumption patterns to create a baseline of energy use across different sectors. Through the energy planning process, we can set specific, measurable, and achievable goals for reducing consumption. The blueprint provides guidance on developing strategies and action plans to meet these goals, including promoting energy-efficient practices, transitioning to renewable energy sources, and implementing energy-saving technologies.

Because it focuses on understanding the costs and resources needed to achieve our goals, the blueprint will help us realistically identify the resources needed to implement our initiatives effectively. By understanding resource requirements upfront, we can develop plans for securing

funding, leveraging partnerships, and building internal capacity to support our energy goals to construct an accomplishable set of actions for sustainable energy management in Jackson.

A preliminary review of the City of Jackson energy billing data revealed that nearly \$6 million of our annual energy payments are related to streetlights and traffic signals, which are currently using non-LED bulbs. We anticipate that one of the first high-value actions our energy audits will prioritize is updating this outdated technology. Therefore, we have begun discussions with Entergy Mississippi about partnering on those upgrades.

12. (For local governments only) Local governments must coordinate and share information with the State in which the eligible local government is located regarding activities carried out using the grant to maximize the energy efficiency and conservation benefits under the EECBG Program. Have you coordinated and shared your planned activities with your State?

Yes

13. \*Please describe how you plan to coordinate with your state

To ensure effective coordination with the State of Mississippi, we will be conferring with the Mississippi Development Authority Office of Energy (MDA OE) and the Mississippi Department of Environmental Quality (MDEQ) as we develop this comprehensive plan under the Energy Efficiency and Conservation Block Grant (EECBG) Program. Our coordination plan includes:

**Establishing Communication Channels** - We will establish regular communication channels with MDA OE and MDEQ energy policy and programs and designate a point of contact within our local government to serve as the liaison with the state agencies.

**Information Sharing** - We will proactively share information with MDA OE and MDEQ regarding our energy planning kick-off, activities, progress, and outcomes. This will include sharing data on energy consumption, greenhouse gas emissions, and the implementation of energy efficiency and conservation measures and leveraging existing programs, materials, and incentives available through MDA OE and MDEQ.

**Collaborative Planning and Resource Sharing** - We will seek opportunities for collaborative planning and resource sharing with MDA OE and MDEQ to maximize the impact of our energy efficiency efforts. This may involve promoting and advocating for the expansion of state-led initiatives, leveraging state resources and expertise, and coordinating joint projects or programs.

**Alignment with State Policies and Priorities** - We will ensure that our energy efficiency and conservation activities align with state policies, priorities, and goals. We intend to incorporate, if

not exceed, state energy goals and targets into our local energy planning efforts and seek guidance from the state on best practices and strategies.

14. (For local governments only) Local governments must take into account any plans for the use of funds by adjacent eligible local governments that receive grants under the EECBG Program. Have you taken into account how adjacent eligible units of local governments plan to use their funds?

**Yes**



## EECS: Optional Section

15. Do you have a plan to collaborate with other eligible units of government?

Yes, we are going to form a team and apply through a joint application

**Yes, we are going to informally collaborate**

We are not sure yet if we are going to collaborate with other units of local government

No

16. \*List the names of the units of government:

The Mississippi Development Authority Office of Energy (MDA OE)

The Mississippi Department of Environmental Quality (MDEQ)

Hinds County Government

17. \*Please describe your planned collaboration:

To informally collaborate with other eligible units of government under the Energy Efficiency and Conservation Block Grant (EECBG) Program, we will foster communication, resource sharing, and mutual support between the City of Jackson and Hinds County. In addition to coordination planning the MDA OE and MDEQ, the City of Jackson shares space with Hinds County, Mississippi in some local government buildings. Additionally, as a municipality located within Hinds County, we recognize that the extreme energy burden borne by our residents and both units of local government are inextricable. To coordinate with Hinds County, we will:

Identify appropriate facilities management and capital project planning staff at the county level and reach out to engage them in informal collaboration around jointly occupied spaces.

Establish regular communication channels to facilitate information sharing and collaboration with the county. These channels will likely include email updates, conference calls, and virtual and in-person gatherings. We will designate a point of contact within each participating entity

Create opportunities for Hinds County to share best practices, lessons learned, and success stories related to their energy efficiency and conservation efforts. We will also present and share data around local energy consumption patterns derived from our planning and resources.

Explore opportunities during plan creation for collaborative projects and initiatives that leverage the collective resources and expertise of the City of Jackson and Hinds County. This may include joint procurement efforts for energy-efficient technologies, shared funding opportunities for energy-efficiency projects, or collaborative outreach and education campaigns.

Solicit input from Hinds County to collectively evaluate the impact and effectiveness of our energy efficiency and conservation efforts. This may result in developing common metrics and indicators to track progress.

18. Are you planning to partner with other organizations including utilities, energy industry and financial companies, community-based organizations, labor unions, and other non-profit organizations for your project?

Yes

19. \*Please list your partners:

**Entergy Mississippi – (Electricity provider)**

**Atmos Energy Corporation – (Natural gas provider)**

20. Have you engaged local stakeholders (such as utilities, energy industry and financial companies, community-based organizations, labor unions, and other non-profit organizations) in the development of your plan and/or how you intend to use your EECBG Program allocation?

Yes

21. Will this EECBG Program funding help you to access additional sources of funding?

Yes

22. \*What kind of funding sources? (check all that apply)

Local government

State government

**Federal government**

**Philanthropic**

Private sector

Other

23. Do you anticipate needing support for your project development/implementation?

Yes

No

24. \*What kind of support do you anticipate needing? (check all that apply)

**Engineering and modeling**

Outreach, education, and advertising

**Policy, planning, and program design**

Program administration and implementation support

Retrofits  
Stakeholder engagement  
Other

25. Do you anticipate the project(s) you use this funding for will continue after the EECBG Program funding period?

Yes  
No

26. \*Describe how the project(s) have been designed to ensure that it sustains benefits beyond the EECBG Program funding period:

Energy Planning has minimal value unless it is implemented, and Jackson realizes that we have a long road ahead of us to reduce energy consumption by 50% by 2050. The strategies outlined in this plan will serve as a roadmap for the next 10 to 25 years.

We will focus on building the capacity of our local government and community stakeholders to implement energy efficiency and conservation measures identified in the plan that is created. This includes providing training, technical assistance, and resources to relevant staff members and community partners. By institutionalizing energy-saving practices within our organization and community, we can ensure that these efforts continue beyond the life of the EECBG Program.

The standards set for municipal facilities will be integrated into existing multi-year capital planning processes and grant pursuit strategies. By using collaborative governance with stakeholders in the plan's development, we intend to build partnerships and collaboration that endure through the decade or more implementation of activities outlined in the plan.

The monitoring, evaluation, and reporting related to the goals set in the plan will be used between its adoption and 2050 to track the performance and hold the city accountable to the community. By regularly assessing the effectiveness of our energy efficiency measures and adjusting strategies as needed, we can ensure that the benefits of our projects are sustained and optimized beyond the initial funding period.

To support an ambitious energy plan, we expect to spend several years securing additional federal appropriations and revenue streams to support ongoing implementation efforts. This may include leveraging utility incentives or exploring innovative financing mechanisms such as energy savings performance contracts (ESPCs) or power purchase agreements (PPAs).

27. How do you intend for your project(s) to benefit disadvantaged communities? Benefits include (but are not limited to) measurable direct or indirect investments or positive project outcomes that achieve or contribute to the following in disadvantaged communities: (check all that apply)

A decrease in energy burden  
A decrease in environmental exposure and burdens  
An increase in access to low-cost capital  
An increase in job quality (including paying prevailing wages for construction and maintenance projects by 2025)  
**An increase in clean energy enterprise creation and contracting (e.g., minority-owned or disadvantaged business enterprises)**  
**An increase in clean energy jobs, job pipeline, and job training for individuals from disadvantaged communities**  
An increase in parity in clean energy technology access and adoption  
**An increase in energy democracy**  
Other

28. How will your strategy support the following goal in line with the Justice40 initiative:

The City of Jackson ranks in the top 25% of most vulnerable communities nationally according to CDC's Social Vulnerability Index with several tracts within the city scoring above 0.9. According to the 2022 ACS estimates, of our population of 145,995, 82% identify as Black or African American alone and 26% live in poverty. Nearly every census tract in Jackson qualifies as disadvantaged on the U.S. Environmental Protection Agency EJScreen tool according to Justice40 (CEJST) and IRA standards. Mississippi residents use more energy than all but two states (Louisiana and Tennessee) due in part to climate, but also older structures in need of weatherization – leaving our struggling residents with an energy burden of 12%, which is higher than in any other state, according to the U.S. Department of Energy.

The Justice40 initiative aims to direct 40% of the overall benefits of certain federal investments to disadvantaged communities (DCs). To align with this goal, our strategy will focus on addressing the following priority areas identified by the initiative:

Decreasing the energy burden in DCs. (Including implementing energy efficiency measures in low-income housing, providing financial assistance for energy bill payments, and promoting access to affordable renewable energy options.)

Decreasing environmental exposure and burdens for DCs. (Including remediation efforts to address legacy pollution, improving air and water quality, and promoting sustainable land use practices to mitigate environmental hazards.)

Increasing parity in clean energy technology access and adoption in DACs. (Ensuring equitable access to clean energy technologies and solar energy, energy storage solutions, and other renewable technologies.)

Increasing clean energy enterprise creation and contracting in DCs. (Including funding and resources for minority-owned clean energy enterprises, promoting workforce development programs, and fostering partnerships between businesses and clean energy suppliers.)

## Project Information

29. \*The technical assistance project will serve the following sectors:

Agriculture  
Commercial  
Higher Education  
Industrial  
K-12 Schools  
**Local Government**  
Low/Limited Income  
Non-Profits  
Residential  
**Transportation**  
Tribal/Native American Government  
Not Applicable  
Other

30. \*The technical assistance project aligns with the following categories of EECBG Program eligible uses:

Building Codes and Inspection Services  
**Conservation of Transportation Energy**  
Energy Distribution Technologies  
**Energy Efficiency and Conservation Programs for Building and Facilities**  
**Energy Efficiency Retrofit Grants for Government Agencies and Non-profits**  
Financial Incentives for Energy Efficiency  
Material Conservation Programs  
On-site Renewable Energy On or In a Government Building  
Program for Financing, Purchasing, and Installing Energy Efficiency, Renewable Energy, and Zero-Emission Transportation (and associated Infrastructure) Measures and Investments, Projects, and Programs for Leveraging Public and Private Sector Funds  
Reduction, capture, and Use of Landfill Gases  
Replacement of Traffic Signals and Street Lighting  
Residential and Commercial Building Audits  
**Retaining Technical Consulting Services**

*\*A complete description of each eligible category area can be found in the Eligible Activities and Program Guidance Document and Section 2.2 of the EECBG Application Instructions.*

31. Physical Address

1 item  
**Jackson**

**Mississippi**  
**39201-4312**

Add

Please click here to add a new Physical address of areas served by the technical assistance project

**32. \*Provide a description of the type of technical assistance requested**

Technical assistance is a critical asset we hope to exploit during our energy planning process. The City of Jackson would appreciate support in:

Data Analysis and Collection Support (Gathering and analyzing energy consumption data, greenhouse gas emissions data, and other relevant information. This encompasses help with data collection methodologies, data validation techniques, and analysis tools.)

Policy and Regulatory Support (Understanding relevant energy policies, regulations, and incentives is crucial for effective strategy development. Technical assistance in this area provides guidance on policy analysis, legal considerations, and regulatory compliance.)

Energy Modeling and Scenario Analysis (Assistance with energy modeling and scenario analysis helps assess the potential impacts of proposed strategies. This involves using modeling software, data analysis techniques, and scenario planning tools to evaluate energy savings, cost-effectiveness, and environmental impacts.)

Best Practices and Case Studies (Identifying best practices and case studies from other jurisdictions offers valuable insights. Technical assistance provides access to resources, literature reviews, and peer learning opportunities.)

Capacity Building and Training (Enhancing the skills and expertise of staff and stakeholders involved in energy planning is essential. Technical assistance offers workshops, webinars, and training sessions on energy planning principles, methodologies, and tools.)

Financial and Funding Guidance (Identifying and accessing funding sources and financial mechanisms is crucial for plan implementation. Technical assistance guides on grant opportunities, financing options, and cost-benefit analysis techniques.)

**33. Provide information on any completed or in progress activity related to your technical assistance project, if applicable\***

Not Applicable

\*Please note: there is no expectation that applicants will have started work on their proposed project prior to submitting this application. However, if your community has already completed steps that will support proposed technical assistance deliverables, please indicate that here.

34. Provide additional supporting or contextual information about your community's technical assistance needs, if applicable

Not Applicable

*Optional: Copy of files with supporting or contextual information about your community's technical assistance needs*

**No file chosen**

Or drop files

35. \*Proposed deliverables of the technical assistance project

Building Retrofits

Community and Stakeholder Engagement

Engineering and Modeling

**Planning and Program Design**

Program Administration and Implementation Support

Other

36. \*For a list of potential technical assistance deliverables, please refer to Section 2 of the EECBG Program Voucher Handbook.

37. \*Planning and Program Design

**Municipal facility planning**

State and/or local community energy planning

**Strategic planning reports and plans**

**Cost effectiveness studies**

Energy security plans

**Data collection, modeling, and analysis**

Best practice landscape analysis

Policy landscape analysis

Equity mapping

**Program design**

Electricity and/or energy system planning

Distribution system planning

Metric development

Transportation decarbonization planning

Siting and environmental reviews

38. \*Proposed timeline of the technical assistance project including major milestones

**Project Initiation (Month 1):**

RFP development for subject matter expert firm to assist in plan development.

**Procurement Advertisement and Contracting (Months 2-3):**

Advertising, reviewing responses, selecting, and entering into a contract with professional services firm for plan development.

**Energy Plan Initiation (Month 4):**

Kick-off meeting with stakeholders and technical assistance providers to define project objectives, scope, and roles.

Develop a detailed project plan outlining key activities, timelines, and responsibilities.

**Data Collection and Analysis (Months 5-6):**

Collect and compile relevant energy consumption data, greenhouse gas emissions data, etc. Conduct analysis to identify trends, patterns, and areas of opportunity for energy efficiency and conservation.

**Stakeholder Engagement (Months 7-8):**

Design and implement stakeholder engagement processes (e.g., workshops, focus groups, surveys, and public meetings.)

Gather input, feedback, and priorities from a diverse range of stakeholders.

**Goal Setting and Strategy Development (Month 9):**

Define the vision, goals, and objectives for the Energy Plan based on stakeholder input and data analysis.

Develop strategies and action plans to achieve the identified goals, considering best practices, regulatory requirements, and available resources.

**Drafting and Review (Months 10-11):**

Draft the Energy Plan document, including narrative descriptions, goals, strategies, and implementation measures.

Conduct internal and external reviews of the draft plan, soliciting feedback from stakeholders, technical experts, and relevant agencies.

**Finalization and Adoption (Month 12):**

Revise the draft Energy Plan based on feedback received during the review process.

Present the final Energy Plan to decision-makers for formal adoption and approval, incorporating any final revisions or adjustments.

**39. \*Please provide a 1-2 sentence summary of your project for public use\***

The City of Jackson is developing a transformational comprehensive Energy Plan for our community, focusing on reducing energy consumption, promoting renewable energy adoption, and fostering sustainability, with a commitment to equity and environmental justice.



## Budget Information

40. \*EECBG Program Formula Allocation Amount

**\$ 201,908.00**

*\*Refer to formula allocations for local and tribal governments.*

41. \*Is this application for a teaming project that will use funds from multiple EECBG recipients' allocations?

**No**

42. \*Enter the EECBG-BIL Funding for Technical Assistance\*

**\$ 201,908.00**

*\*Note: except in special circumstances, the EECBG-BIL Funding for Technical Assistance should be equal to the EECBG Program formula allocation amount. Special circumstances include applicants that are using their EECBG Program formula allocation for both a technical assistance voucher and equipment rebate voucher.*

0 items

## Other Leveraged Funds, if applicable

FUNDING SOURCE

FUNDING AMOUNT

43. Total Leveraged Funding:

**\$ 0.00**

44. Total Budget for Technical Assistance:

**\$ 201,908.00**

## EECBG Program Metrics

45. \*For purposes of planning, please specify the primary metric areas for this technical assistance activity.

Building Codes and Standards

Financial Instruments

Community and Stakeholder Engagement

**Energy Audits**

**Energy Policy and Planning**

Training and Education/Technical Assistance

Other: Pertinent metric information for any activity not defined by the above categories should be included here

For a more detailed description of performance metrics, please see the EECBG Program Process Metrics

8



OFFICE OF THE CITY ATTORNEY

**ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF MARGIE VAN METER TO THE JACKSON HOUSING AUTHORITY BOARD.**

**WHEREAS**, the Jackson Housing Authority Board consist of five (5) members for a term of five (5) years; and

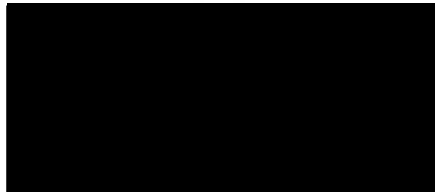
**WHEREAS**, Margie Van Meter's term expired on May 28, 2024, thereby creating a vacancy; and

**WHEREAS**, Margie Van Meter, resident of Ward 1, after evaluation of her qualifications, has been reappointed by the Mayor to fill said vacancy.

**IT IS, THEREFORE, ORDERED** that the Mayor's reappointment of Margie Van Meter to the Jackson Housing Authority Board be confirmed with said term to expire September 9, 2029.

Agenda Item No. 8  
9.10.2024  
(Lumumba)

**Margie Van Meter**



## **WORK EXPERIENCE**

*Project Director, Healthy Centers Healthy Kids*

**May 2016 – Present**

Assist low-income child care centers in meeting the federal guidelines to access funds from the USDA CACFP food program. Provide training and monitoring to child care center directors and staff, process monthly paper work, and make monthly claims for each child care center on the sponsorship program.

*Data Manager, MS Low Income Child Care Initiative*

**September 2010 – May 2014**

Collected and processed financial data for a grant from the Kellogg Foundation awarded to the MS Low Income Child Care Initiative. The purpose of the grant was to analyze the cost to child care centers as they tried to increase their rating in the MS Quality Rating System.

**Policy Analyst, MS Dept. of Human Services, Office of Children & Youth**

**May 2000 – May 2001**

Analyzed and wrote policy for the child care division of the Department of Human Services.

## **EDUCATION**

*Masters in Business Administration (MBA), Yale University – May 1999*

*Bachelors of Arts and Science, Vanderbilt University, major in Math – May 1995*

Office of the City Attorney

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

**OFFICE OF THE CITY ATTORNEY**

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This **ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF MARGIE VAN METER TO THE JACKSON HOUSING AUTHORITY BOARD** is legally sufficient for placement in NOVUS Agenda.

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

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





9



OFFICE OF THE CLERK  
8-15-24

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ASSET DISPOSITION SERVICES AGREEMENT BETWEEN THE CITY OF JACKSON'S POLICE DEPARTMENT AND PROPERTYROOM.COM, INC. FOR SURPLUS ASSET MANAGEMENT, SELLING, AUCTION, DISPOSITION, AND RELATED SERVICES OF ITEMS IN THE JACKSON POLICE DEPARTMENT'S EVIDENCE AND PROPERTY ROOM.**

**WHEREAS**, the City of Jackson routinely receives and recovers lost, stolen, abandoned, and misplaced personal property which must be disposed of pursuant to the procedure set forth in Section 21-39-21, Mississippi Code of 1972, as amended; and

**WHEREAS**, it is required under said statute to sell lost, stolen, abandoned, or misplaced personal property and equipment at a public auction; and

**WHEREAS**, when governing authorities approved the continuation of the 2024 auctions, a list of the personal property available for sale at a public auction will be placed on file with the City Clerk, and posted in accordance with Section 21-39-21, Mississippi Code of 1972, as Amended; and

**WHEREAS**, the Jackson Police Department obtained evidence and property from various crimes and events in Jackson, Mississippi; and

**WHEREAS**, the evidence and property obtained from crimes and events were lawful and for proper police and municipal purpose; and

**WHEREAS**, some items were recovered and never identified by owners or owners refused to claim; and

**WHEREAS**, contracts for asset disposal do not appear to require the implementation of a competitive process; and

**WHEREAS**, PropertyRoom.com, Inc. is a Delaware corporation with its principal place of business located at 5257 Buckeystown Pike, Suite 475, Frederick, Maryland 21704; and

**WHEREAS**, PropertyRoom.com, Inc. will provide surplus asset management, selling, disposition, auctioneer, and related services to the City of Jackson Police Department on dates set by the Chief of Police, for the sale of abandoned personal property in the possession of the Jackson Police Department; and

**WHEREAS**, the Jackson Police Department emergent circumstances affecting public health, storage, space, safety, and case dispositions arose concerning the disposal of evidence and personal property; and

Agenda Item No. 9  
9.10.2024  
(Wade, Lumumba)

**WHEREAS**, the Jackson Police Department desires to enter into an Asset Disposition Services Agreement with PropertyRoom.com, Inc. and PropertyRoom.com, Inc. desires to provide services subject to this agreement; and

**WHEREAS**, this agreement shall become effective on the date of signature and shall continue for an initial term of one (1) year from the effective date and thereafter will automatically renew for consecutive one (1) year terms unless written notice of non-renewal is provided by either party to the other at least sixty (60) days prior to the expiration of the then current term; Either party may terminate the agreement upon thirty (30) days prior notice to the other party; and

**WHEREAS**, the success fee, fuel surcharge fee, towing, and miscellaneous fees will come from the proceeds related to the items sold and are indicated in the fee schedule and Sourcewell Fees and Services Addendum attached hereto and made a part of the minutes; and

**IT IS HEREBY ORDERED** that the Asset Disposition Services Agreement between the City of Jackson Police Department and PropertyRoom.com, Inc. is hereby accepted.

**APPROVED FOR AGENDA:**

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

**Agenda Item #** \_\_\_\_\_

**By: WADE, LUMUMBA**

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET Date: August-14, 2024**

POINTS		COMMENTS			
1	<b>Brief Description/Purpose</b>	Order Authorizing the Mayor to Execute an Asset Disposition Services Agreement Between The City of Jackson's Police Department and PropertyRoom.com, Inc. for Surplus Asset Management, Selling, Auction, Disposition, and Related Services.			
2	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention & Improves the Quality of Life			
3	<b>Who will be affected?</b>	City of Jackson			
4	<b>Benefits</b>	To improve the safety and well-being of the citizens of Jackson.			
5	<b>Schedule (beginning date)</b>	Upon approval			
6	<b>Location:</b> • <b>WARD</b>  • <b>CITYWIDE (yes or no) (area)</b> • <b>Project limits if applicable</b>	ALL WARDS  CITYWIDE			
7	<b>Action implemented by:</b> • <b>City Department</b> <input checked="" type="checkbox"/> • <b>Consultant</b> <input type="checkbox"/>	Jackson Police Department			
8	<b>COST</b>	See Attached Agreement			
9	<b>Source of Funding</b> • <b>General Fund</b> <input type="checkbox"/> • <b>Grant</b> <input type="checkbox"/> • <b>Bond</b> <input type="checkbox"/> • <b>Other</b> <input type="checkbox"/>	*JPD Budget Account Number #001.442.35.6419			
10	<b>EBO participation</b>	ABE _____%	WAIVER	yes ___ no ___	N/A
		AABE _____%	WAIVER	yes ___ no ___	N/A
		WBE _____%	WAIVER	yes ___ no ___	N/A
		HBE _____%	WAIVER	yes ___ no ___	N/A
		NABE _____%	WAIVER	yes ___ no ___	N/A

, 2024





Office of the City Attorney

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## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ASSET DISPOSITION SERVICES AGREEMENT BETWEEN THE CITY OF JACKSON'S POLICE DEPARTMENT AND PROPERTYROOM.COM, INC. FOR SURPLUS ASSET MANAGEMENT, SELLING, AUCTION, DISPOSITION, AND RELATED SERVICES OF ITEMS IN THE JACKSON POLICE DEPARTMENT'S EVIDENCE AND PROPERTY ROOM is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
Date



Chief of Police  
Joseph Wade

**JACKSON POLICE DEPARTMENT**  
Administrative Services Bureau  
Tyrone Buckley, Deputy Chief of Police

Assistant Chief of Police  
Vincent Grizzell

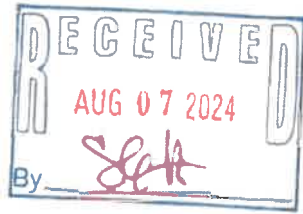
## Memorandum

**To:** Joseph Wade, Chief of Police *J. Wade 8.7.24 (Approved)*

**Via:** Vincent Grizzell, Assistant Chief of Police *VG 8/7/24 approved*

**Via:** Tyrone Buckley, Deputy Chief, Administrative Services Bureau *TB 8/7/24*

**From:** Abraham Thompson, Captain, Administrative Services Bureau *A. Thompson 8/7/24*



**Date:** Wednesday, August 07, 2024

**Re:** Order Authorizes the Agreement Between the Jackson Police Department and the Asset Disposition Services and PropertyRoom.com, Incorporation

This memorandum is to respectfully request permission for the Jackson Police Department to enter into an agreement with PropertyRoom.com, Incorporation.

The Jackson Police Department obtained evidence and property from various crimes and events in Jackson, Mississippi. The evidence and property obtained are lawful and for proper police and municipal purpose. However, many items recovered are never identified by the owner(s) and/or claimed by the owner(s).

Section 21-39-21 of the Mississippi Code does not specify the procedure to be followed for the disposal of lost, stolen, abandoned, and misplaced personal property. Contracts for asset disposal do not appear to require the implementation of a competitive process, and the Jackson Police Department emergent circumstances affecting public health, storage, space, safety, and case dispositions arose concerning the disposal of evidence and personal property.

I am respectfully requesting that the Service Agreement provided by Asset Disposition Services is made by and between PropertyRoom.com, Incorporation, a Delaware corporation, and the Jackson Police Department. This agreement will be a great benefit for the Jackson Police Department.

This Asset Disposition Services Agreement ("Agreement") is made by and between PropertyRoom.com, Inc., a Delaware corporation ("Contractor") and \_\_\_\_\_ ("Owner"). The Agreement is effective upon Owner's signature date ("Effective Date").

Whereas Contractor's business involves surplus asset management, selling, auction, disposition and related services ("Services"); and

Whereas Contractor desires to provide Services to Owner and Owner desires Contractor to provide Services subject to this Agreement.

Now therefore, in consideration of premises above and mutual covenants and agreements set forth herein, Contractor and Owner agree as follows.

Any other municipal, county, or state government agency located within the same state as Owner may also procure Services under this Agreement under the same terms and conditions stated in this Agreement by executing an adoption agreement with Contractor based upon this Agreement.

1. **Items Requiring Services.** Owner will identify items ("Assets") it desires to provide to Contractor for Services. Contractor retains the right to accept or reject certain Assets in its sole discretion.
2. **Title to Assets.** Owner shall retain, at all times, legal title to Assets unless and until Assets are purchased or otherwise disposed of according to the Agreement, at which time Owner will be deemed to have transferred title directly to an Asset purchaser or other acquirer ("Buyer") identified by Contractor. Owner appoints Contractor as its representative and instrumentality to hold and offer Assets for sale, on Owner's behalf, in accordance with the Agreement. Owner appoints Contractor as its attorney-in-fact to sign any and all documents necessary to assign to Buyers all of Owner's rights, title and interest in and to Assets sold or disposed. Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of any kind arising out of Asset sales ("Proceeds") belong to Owner. Contractor may withhold from Proceeds amounts owed to Contractor and any third parties in connection with Services, which amounts shall be disbursed by Contractor on Owner's behalf. Contractor will remit remaining balances to Owner ("Owner Net Proceeds").
3. **Term and Termination**  
This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year from the Effective Date and thereafter will automatically renew for consecutive one (1) year

See Add  
#2, #1

terms unless written notice of non-renewal is provided by either party to the other at least sixty (60) days prior to the expiration of the then current term.

- a. Either Owner or Contractor (the "Party" or "Parties") may terminate the Agreement upon thirty (30) days prior notice to the other Party.
  - b. The rights of the Parties to terminate the Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. Exercising any such right or remedy will not preclude exercising these or any other rights and remedies.
  - c. Upon any termination or expiration, Contractor may continue to provide Services for any unsold Assets then in the possession of Contractor. Alternatively, Owner may, at Owner's expense, arrange for the return of Owner Assets.
4. **Payment for Services**
- a. **Fees.** Fees for Contractor Services appear in signed addendums to this Agreement.
  - b. **Remittance of Proceeds.** Once a month, Contractor will remit Owner Net Proceeds from sales completed the prior month. Sales are deemed completed when all items from an asset list line-item are sold, paid for and shipped. Contractor may defer payment of any amount less than \$250 until such time as the amount owed Owner equals or exceeds \$250.
  - c. **Invoices.** If monthly Proceeds do not cover amounts owed, Contractor and Owner will mutually agree for Contractor to either:
    - (1) Invoice Owner for Services, net of Proceeds collected, or
    - (2) Accrue and carry-over unpaid balances, invoicing Owner when negative balances persist for six (6) consecutive months.
  - d. **Reporting.** Each month, Contractor will publish a standard online report containing information related to Owner Assets, Services provided, Fees and Owner Net Proceeds.
5. **Contractor Obligations.** Contractor may utilize subcontractors in its performance of Services, provided Contractor shall be responsible for any breach of this Agreement by such subcontractors. With respect to delivering Services:
- a. Contractor shall maintain insurance covering Assets against fire, theft, and extended coverage risks ordinarily included in similar policies.
  - b. For auction Services, Contractor will use organic marketing techniques ("OMT") to increase bidding on Owner Assets. OMT may include, but not be limited to, email, publicity related to this Agreement, and facilitation of



**Asset Disposition Services Agreement**

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clickable links on Owner website(s) to websites used by Contractor for Asset sales.

**6. Asset Lists**

- a. **Manifest & Asset Lists.** Owner will complete paperwork reasonably necessary to convey custodial possession of Assets to Contractor, such as written manifests or Asset lists (the "Asset Lists") describing items in sufficient detail for proper identification. Contractor owns exclusive rights to sell Assets described in Asset Lists provided by Owner for a period of 120 days from the date Owner releases an Asset to Contractor for sale and Owner will not grant any such rights to any third party (or itself sell the applicable Assets).
- b. **Excluded Assets.** Owner agrees it will not knowingly provide illegal or hazardous Assets or Assets that infringe intellectual property rights of any third party ("Excluded Assets"). In the event Contractor identifies any item as an Excluded Asset, Contractor shall have the right to suspend, cancel, or unwind any sale or disposal of such Excluded Asset.

**7. Salability of Assets.**

- a. Owner states Assets subject to Services are legally available for sale to the general public; and
- b. If required, Owner has taken necessary actions for transfer of Asset title(s) to Buyers.

**8. Books and Records.** Contractor will keep complete and accurate books of account, records, and other documents with respect to the Agreement ("Books and Records") for at least 3 years following Agreement expiration or termination. Upon reasonable notice, Books and Records will be available for inspection by Owner, at Owner's expense, at the location where Books and Records are regularly maintained, during Contractor's normal business hours.

**9. Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and assigns. Neither Party may assign any of its obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, provided that Contractor may assign this Agreement without such consent to a successor in interest by way of a merger, consolidation, or sale of all or substantially all of Contractor's assets.

**10. Notices.** Any notice or other communication given under the Agreement will be in writing and delivered by hand, sent by facsimile (provided

acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the addresses provided in the Owner information section. Notices sent by registered mail or national overnight carrier shall be effective upon delivery. The Parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by written notice to the other Party. A change of address will take effect upon receipt of notice unless a later date is otherwise specified.

**11. Interpretation.** Whenever possible, each provision of the Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. The Agreement headings are inserted for convenience of reference only and shall not constitute a part hereof.

See Add #2, #3

**12. Governing Law.** The internal law, and not the law of conflicts, of the state in which Owner is located will govern all questions concerning construction, validity and interpretation of the Agreement and the performance of the obligations imposed by the Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Owner is located, and the Parties waive any right to object to the venue.

**13. Further Assurances.** Contractor and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, Services and activities contemplated by the Agreement and to account for and document those activities.

**14. Relationship of the Parties.** No representations or assertions will be made or actions taken by either Party that could imply or establish any joint venture, partnership, employment or trust relationship between the Parties with respect to the subject matter of the Agreement. Except as expressly provided in the Agreement, neither Party will have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity.

See Add #2, #2

**Asset Disposition Services Agreement**

15. **Force Majeure.** Neither Party will be liable for any failure of or delay in performance of the Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the Parties' reasonable control (each a "Force Majeure"), it being understood that lack of financial resources

will not to be deemed a cause beyond a Party's control. Each Party will notify the other Party promptly of any Force Majeure occurrence and carry out the Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of the Agreement.

This Agreement, together with one or more signed addendums attached hereto, comprises the entire agreement between Contractor and Owner relating to Services and supersedes any prior understandings, agreements, or representations by or between the parties, whether written or oral.

<b><u>OWNER</u></b>	
<b>Signature</b>	_____
<b>Name</b>	_____
<b>Title</b>	_____
<b>Date</b>	_____

<b><u>CONTRACTOR</u></b>	
<b>Signature</b>	_____
<b>Name</b>	Aaron Thompson
<b>Title</b>	CEO
<b>Date</b>	_____

**OWNER INFORMATION & AGREEMENT OPTIONS SELECTED**

<b>Owner Name:</b>	<b>Account #:</b> 2682
<b>Street Address:</b>	<b>Cooperative Purchasing Agreement?</b> Sourcewell <input checked="" type="checkbox"/> Other (Please specify) _____ <input type="checkbox"/> <b>Member #:</b> 157098
<b>City, State/Province, Postal Code, Country:</b>	<b>Resolution of Unpaid Monthly Service Fees:</b> Balance carry-over <input type="checkbox"/> Monthly Invoice <input type="checkbox"/>
<b>Telephone:</b>	<b>Fax:</b>
<b>Primary Contact:</b>	<b>Secondary Contact:</b>
Name _____	Name _____
Work _____	Work _____
Mobile _____	Mobile _____
Email _____	Email _____

1. This addendum ("Addendum") is attached to and made part of the Asset Disposition Services Agreement dated \_\_\_\_\_ ("Agreement") between Contractor and Owner. In the event of a conflict between the provisions of the Agreement, this Addendum and any prior agreement or Agreement addendum, this Addendum will govern.
2. **Definitions.**
- Winning Bid.** "Winning Bid" means the highest amount committed and paid by a Buyer of a sold Asset. Winning Bid does not include shipping & handling, buyer premiums, or other fees, if any, nor does Winning Bid include an amount a Buyer commits but fails to pay.
  - Sales Price.** "Sales Price" equals the Winning Bid plus shipping & handling, shipping insurance and sales tax paid by a Buyer.
  - Payment Processing Costs.** Payment processing costs equal 3% of Sales Price ("PP Costs").
  - Success Fee.** For sold Assets, Owner will pay Contractor a Services fee equal to a percent of profits or Winning Bids as specified below ("Success Fee").
  - Buyer Premiums.** Notwithstanding anything to the contrary herein, Contractor may collect a Winning Bid percent fee from a Buyer, typically referred to as a "Buyer's Premium".
3. **Services Offered.** Contractor provides a suite of Services referenced herein. Upon mutual agreement of Owner and Contractor, Contractor may provide all or any combination of Services. Contractor will use commercially reasonable efforts to deliver Services.
- Portables Auction Service ("Portables").** Applying to Assets small enough for pick-up by Contractor via box truck or common carrier shipment, excluding firearms, Contractor will transport, test and/or authenticate (if applicable and practicable), erase or destroy memory media (in the case of electronics), image, store, list and sell Assets via public internet auction on one or more Contractor selected websites. Owner will pay Contractor a Success Fee as described below.
    - Asset Success Fee.** For Portable Assets, Success Fee equals 50% for the first \$1,000 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,000.
    - Net Proceeds.** For each Portables Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.
    - Fuel Surcharge.** If quarterly retail diesel prices, as published by the U.S. Energy Information Administration, rise above the level shown in the table below, a fuel surcharge ("Fuel Surcharge") will be deducted from Owner Net Proceeds for each Portable Manifest picked up at Owner's location.

Retail Diesel (per gal)	Fuel Surcharge
< \$ 2.50	\$ 0.00
\$ 2.50 to \$ 2.99	\$ 12.40
\$ 3.00 to \$ 3.49	\$ 24.80
\$ 3.50 to \$ 3.99	\$ 37.20*

\* Table continues at same rate of \$12.40 increments per \$0.50 per gal change in Retail Diesel.

- Shipping Fee.** If assets are transported via common carrier and not picked up by Contractor, the shipping fee will be deducted from Owner Net Proceeds.
- Firearms Auction Service.** This service is restricted to Owner firearm assets ("Firearm Assets") legally available for public sale in the United States. Contractor is compliant with ATF, Title 18, U.S. Code Ch. 44 and NFA (26 U.S.C., Ch. 53), as well as applicable state and local laws. Contractor may work with one or more subcontractors ("Subcontractor") for storage and processing of Firearm Assets.  
Contractor will deliver Firearm Assets disposition services beginning with the collection and transport of Firearm Assets to a Federal Firearms Licensee ("FFL") holder ("Recipient FFL" or "Partner FFL"). Subsequently, Contractor and Recipient FFL will store, catalog, image, list for public internet auction, process purchaser payment and ship Firearms Assets to another FFL holder ("Transferee FFL") that will administer final physical transfer to purchaser ("Buyer") in compliance with applicable federal, state, and local laws. Owner will pay Contractor a Success Fee as described below.
    - Success Fee.** For Firearm Assets, Success Fee equals 50% for the first \$1,000 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,000.
    - Net Proceeds.** For each Firearm Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.

c. **In Place Auction Service (“In Place”)**. Applying to Assets that Owner and Contractor mutually agree to auction in place, Contractor will sell In Place Assets via public internet auction on one or more Contractor selected websites using descriptions and digital images supplied by Owner. Owner will maintain physical control of In Place Assets and transfer possession to Buyers after sale. Owner will pay Contractor a Success Fee as described below.

- (1) **Success Fee.** For each In Place Asset, Success Fee equals 2.5% of Winning Bid.
- (2) **Net Proceeds.** For each In Place Asset sold at auction, Winning Bid less Success Fee less PP Costs equals Owner Net Proceeds.

d. **Haul Away Auction Service (“Haul Away”)**. Applying to fleet vehicles and equipment, Contractor will tow Assets to, or take delivery at, Yards. Contractor will store, image, describe, list and sell Haul Away Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more subcontractors (“Subcontractor”) for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.

- (1) **Success Fee.** For each Haul Away Asset, Success Fee equals 12.5% of Winning Bid.
- (2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs (“Tow & Miscellaneous Fee Schedule”). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).

Haul Away Auction Service – Tow and Miscellaneous Fee Schedule			
Fee Type	Fee Description	Rate Description	Rate Per Asset
<i>Light Tow</i>	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	First 30 miles free. \$10 for every 10 miles over the 1st 30 free miles
<i>Medium Tow</i>	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Heavy Tow</i>	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Re-list / Re-run</i>	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 <sup>th</sup> or subsequent attempt	\$35 / re-list
<i>Storage - light &amp; medium duty</i>	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$3 / day
<i>Storage - heavy duty</i>	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$5 / day
<i>De-identification</i>	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
<i>Decal Removal</i>	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

- (3) **Net Proceeds.** For each Haul Away Asset, Winning Bid less the sum of Success Fee, Tow & Miscellaneous Fees, and PP Costs equals Owner Net Proceeds.

e. **Impound Storage & Auction Service (“Impound”)**. Applying to citizen vehicles seized and or impounded by Owner, Contractor will receive tows of Impound Assets at tow yard facilities (“Yards”), storing Assets while Owner decides whether to release to a citizen or auction. For release-to-citizen vehicles (“Released Vehicles”), Contractor will process and collect fees from citizens. For auctioned vehicles, Contractor will store, image, describe and sell Impound Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more sub-contractors (“Subcontractor”) for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.

- (1) **Success Fee.** For each Impound Asset sold at auction, Success Fee equals 12.5% of the Winning Bid.
- (2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs ("Tow & Miscellaneous Fee Schedule"). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled-away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).
- (3) **Storage Fees.** Impound storage fees are indicated in the fee schedule below. Owner retains rights to charge citizens higher storage fees for Released Vehicles and Contractor will collect those storage fees along with other citizen fees set by Owner, such as tow charges, administrative charges, court processing fees, etc. ("Citizen Payments"). In the event that Assets are stored for an extended period of time without being released by Owner for auction, Owner agrees to reimburse Contractor for such storage fees in a manner to be mutually agreed upon.

Impound Storage & Auction Service – Tow and Miscellaneous Fee Schedule			
Fee Type	Fee Description	Rate Description	Rate Per Asset
Light Tow	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
Medium Tow	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
Heavy Tow	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
Re-list / Re-run	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 <sup>th</sup> or subsequent attempt	\$35 / re-list
Owner Storage Fees	Daily storage for assets stored and awaiting auction	Per day	\$8 / day
Citizen Storage Fees	Daily storage for release vehicles	Per day	\$15 / day
De-identification	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
Decal Removal	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

- (4) **Net Proceeds.** For each Impound Asset, the sum of Winning Bid and Citizen Payments less the sum of Success Fee, Tow & Miscellaneous Fees, Owner/Citizen Storage Fees and PP Costs equals Owner Net Proceeds.
4. **Modifications.** Contractor may, from time to time, modify Standard Fees & Services. To effect a fee change, Contractor will provide Owner advance written notice which will include an update to this Addendum.

<u>OWNER</u>	
Signature	_____
Name	_____
Title	_____
Date	_____

<u>CONTRACTOR</u>	
Signature	_____
Name	Aaron Thompson
Title	CEO
Date	_____

## Addendum #2 to Asset Disposition Services Agreement

This addendum is attached to and made part of \_\_\_\_\_'s *Asset Disposition Services Agreement* dated \_\_\_\_\_ (the "Agreement"). In the event of a conflict between the provisions of the Agreement and this Addendum, the terms of this Addendum shall govern.

The Agreement is hereby modified as follows:

1. **Revise Section 2. Title to Assets** to read as follows:

Owner shall retain, at all times, legal title to Assets unless and until Assets are purchased or otherwise disposed of according to the Agreement, at which time Owner will be deemed to have transferred title directly to an Asset purchaser or other acquirer ("Buyer") identified by Contractor. Owner appoints Contractor as its representative and instrumentality to hold and offer Assets for sale, on Owner's behalf, in accordance with the Agreement. ~~Owner appoints Contractor as its attorney-in-fact to sign any and all documents necessary to assign to Buyers all of Owner's rights, title and interest in and to Assets sold or disposed.~~ Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of any kind arising out of Asset sales ("Proceeds") belong to Owner. Contractor may withhold from Proceeds amounts owed to Contractor and any third parties in connection with Services, which amounts shall be disbursed by Contractor on Owner's behalf. Contractor will remit remaining balances to Owner ("Owner Net Proceeds").

2. **Revise Section 9. Assignment.** to read as follows:

This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and assigns. Neither Party may assign any of its obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed., ~~provided that Contractor may assign this Agreement without such consent to a successor in interest by way of a merger, consolidation, or sale of all or substantially all of Contractor's assets.~~

3. **Revise Section 11. Interpretation.** for the first sentence to read as follows:

Whenever possible, each provision of the Agreement will be interpreted in such a manner as to be effective and valid under applicable *Mississippi* law, but if any provision

The remainder of this Section remains the same.

---NO ADDITIONAL REVISIONS---

**Addendum #2 to Asset Disposition Services Agreement (cont.)**

ORGANIZATION: \_\_\_\_\_

By: \_\_\_\_\_  
Signature / Printed Name & Title

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

PROPERTYROOM.COM, INC.

By: \_\_\_\_\_  
Aaron Thompson, CEO

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

**PROPERTYROOM.COM  
NEW ACCOUNT SET-UP**



After receiving the signed agreement, we will provide you with a user name and password for access to our Agency Web online reporting system. This will allow you to track status of all assets you give to us to sell from the time of listing to the sale and collection of the funds and remittance of the funds to your account (and will allow you historical data 24/7/365.). Please answer the following questions so that we can get your new account established in our system.

1. *Check payable to* information and the address where checks are to be mailed.


2. Main pick-up location for assets. (If more than one location, please specify)


3. Main contact's name, title, phone number, fax number, and email address. The main contact will (a) receive a Welcome Call from our Client Services Department; (b) receive mailed bar codes; (c) be contacted every thirty (30) days for scheduling pickups; and (d) have primary access to the Agency Web system for tracking and auditing.




**PROPERTYROOM.COM  
NEW ACCOUNT SET-UP**



4. Name, title, phone number, and email address of any additional department personnel requiring access to our Agency Web reporting system.


5. Name, email address, and phone number of the person responsible for the department's website so our IT team can coordinate with adding a notice to the public link on your website.


6. Two possible dates and times for you and/or your main contact(s) to receive a Welcome Call from our Client Services Manager. We will then confirm the date and time as soon as we get internal confirmation from our Client Services Manager. Upon call meeting time, we will send you a free dial-in conference call phone number and access code.


7. Name, telephone, and email address of the person responsible for media relations in your department to work with our Marketing Department regarding any media inquiries.




**10**



**ORDER AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH ELECTION SYSTEMS & SOFTWARE (ES&S) TO PROVIDE THE CITY OF JACKSON WITH TECHNICAL SUPPORT AND RELATED SERVICES DURING THE 2024 SPECIAL MUNICIPAL ELECTION TO FILL THE WARD 2 CITY COUNCIL VACANCY.**

OFFICE OF THE CITY ATTORNEY  
*C. Williams*  
9/10/24

**WHEREAS**, the City of Jackson, Mississippi, is preparing for a 2024 Special Municipal Election to fill the Ward 2 City Council vacancy; and

**WHEREAS**, the Jackson City Council has set the date for the special election for October 1, 2024; and

**WHEREAS**, it has been determined by the City Clerk and the Municipal Election Commissioners that technical support and related services for the use of County voting machines are necessary to properly conduct said election; and

**WHEREAS**, Election Systems & Software ("ES&S") has proposed to provide the following support services: election technical support, L & A support, election day support, post-election day support and election ware coding and support in an amount not to exceed Four Thousand Six Hundred Five Dollars (\$4,605.00); and

**WHEREAS**, ES&S will provide said services and in the event of a run-off election, will provide additional election support in an amount not to exceed Four Thousand Four Hundred Five Dollars (\$4,405.00).

**IT IS, THEREFORE, ORDERED** that the Mayor is hereby authorized to execute an agreement with ES&S to provide technical support and related services to the City of Jackson, during the 2024 Special Municipal Election to fill the Ward 2 City Council vacancy, and if needed the 2024 Special Run-off Municipal Election, at a cost not to exceed Nine Thousand Ten Dollars (\$9010.00) for the special election including a run-off election, if applicable.

Agenda Item: 10  
Date: September 10, 2024  
By: A. Harris, Lumumba

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

**September 3, 2024**  
DATE

POINTS	COMMENTS																																													
<b>1. Brief Description/Purpose</b>	<b>ORDER AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH ELECTION SYSTEMS &amp; SOFTWARE (ES&amp;S) TO PROVIDE THE CITY OF JACKSON TECHNICAL SUPPORT AND RELATED SERVICES DURING THE 2024 SPECIAL MUNICIPAL ELECTION TO FILL THE WARD 2 CITY COUNCIL VACANCY.</b>																																													
<b>2. Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>																																														
<b>3. Who will be affected</b>	Residents of Ward 2																																													
<b>4. Benefits</b>																																														
<b>5. Schedule (beginning date)</b>	Upon Approval																																													
<b>6. Location:</b> <ul style="list-style-type: none"> <li>▪ <b>WARD</b></li> <li>▪ <b>CITYWIDE (yes or no) (area)</b></li> <li>▪ <b>Project limits if applicable</b></li> </ul>	Ward 2																																													
<input type="checkbox"/> <b>Action implemented by:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>City Department</b></li> <li><input type="checkbox"/> <b>Consultant</b></li> </ul>	Department of Municipal Clerk																																													
<b>8. COST</b>	Not to exceed \$9,010.00																																													
<input type="checkbox"/> <b>Source of Funding</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>General Fund</b></li> <li><input type="checkbox"/> <b>Grant</b></li> <li><input type="checkbox"/> <b>Bond</b></li> <li><input type="checkbox"/> <b>Other</b></li> </ul>	General Fund- 001428206419																																													
<b>10. EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>  X  </u></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><u>  X  </u></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><u>  X  </u></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><u>  X  </u></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><u>  X  </u></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>  X  </u>	AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>  X  </u>	WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>  X  </u>	HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>  X  </u>	NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>  X  </u>
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>  X  </u>																																						

Revised 2-04

# ELECTION Systems & Software

September 3<sup>rd</sup>, 2024  
Re: 2024 Municipal Election Support  
Quote # - 1628  
Angela Harris (City Clerk)  
219 South President Street  
Post Office Box 17  
Jackson, MS 39205-0017  
Phone (601) 960-1035  
Fax (601) 960-1032  
email - [aharris@city.jackson.ms.us](mailto:aharris@city.jackson.ms.us)

Dear Ms. Harris,

ES&S is pleased to offer to you the following pricing for 2024 Municipal Election Support.

**October 1<sup>st</sup>, 2024, Special Election Support**

**Election Technician Support**

- L&A Support, Election Day Support, Post Election Day Support

**ElectionWare Coding and Support**

**Total - \$4,605.00**

**October 22<sup>nd</sup>, 2024, Special Runoff Election Support**

**Election Technician Support**

- L&A Support, Election Day Support, Post Election Day Support

**ElectionWare Coding and Support**

**Total - \$4,405.00**

1. Pricing is valid for 60 days.
2. Price includes all travel and expenses.
3. All Sales, Services and Licenses are subject and bound to the terms and conditions of ES&S.
4. Any applicable sales taxes have not been included in pricing and are the responsibility of the customer.

Thank you again for the opportunity to quote your Municipal election support. We would ask that you please approve this proposal by signing and returning so that we can secure the necessary resources needed to support this service. Please feel free to call with any questions you might have pertaining to this proposal.

Sincerely,



Bill Lowe  
Election Systems & Software  
102 Business Park Drive Suite G  
Ridgeland, MS 39157  
Phone - 601-922-2476  
Fax - 601-922-8475

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Election Official Approval

*"Maintaining Voter Confidence. Enhancing the Voting Experience."*

11208 John Galt Boulevard • Omaha, NE 68137 USA • Phone: 402.593.0101 • Toll-Free: 1.800.247.8683 • Fax: 402.593.8107 • [www.essvote.com](http://www.essvote.com)



Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH ELECTION SYSTEMS & SOFTWARE (ES&S) TO PROVIDE THE CITY OF JACKSON WITH TECHNICAL SUPPORT AND RELATED SERVICES DURING THE 2024 SPECIAL MUNICIPAL ELECTION TO FILL THE WARD 2 CITY COUNCIL VACANCY is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Drew Martin, City Attorney  
Romona Williams, Deputy City Attorney 

  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
9/3/24



**11**



OFFICE OF THE ATTORNEY GENERAL  
8-20-24

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

24-1346	24-655	24-1348	22-583	24-617	24-1132	22-353
24-54	24-976	24-1359	24-1355	24-677	24-376	24-1365
24-1027	23-2742	22-1525	23-2019	24-763	24-381	23-2502
						24-1344

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

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

**WHEREAS**, hearings were held on August 6, 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 #24-1346: Parcel #626-105-2** located at 500 Sykes Rd.: After hearing testimony from Austin Lance, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Austin Lance shall be afforded thirty (30) days to cut grass until September 6, 2024 and ninety (90) days until November 6, 2024 to cure the violations by completing the scope of work. If there is 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.

- 2) **Case #24-54: Parcel #606-238** located at 422 Arbor Hills Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a

Consent Agenda Item No. 11  
9.10.2024  
(Keeton, Lumumba)

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.

- 3) **Case #24-1027: Parcel #209-2** located at 2761 Terry 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 \$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.

- 4) **Case #24-655: Parcel #209-151** located at 2747 Glenn St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 5) **Case #24-976: Parcel #611-240** located at 3519 Ridgecrest 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.

- 6) **Case #23-2742: Parcel #613-10** located at 3921 Ilano 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.

- 7) **Case #24-1348: Parcel #640-437** located at 214 Merrimack St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 8) **Case #24-1359: Parcel #802-381** located at 6380 Abraham Lincoln Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

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

- 9) **Case #22-1525: Parcel #802-108** located at 6540 Franklin D. Roosevelt 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 2

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

- 10) **Case #22-583: Parcel #802-407** located at 220 William McKinley Cir.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 2

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

- 11) **Case #24-1355: Parcel #640-200** located at 506 E. Hillsdale Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 12) **Case #23-2019: Parcel #547-108** located at 1006 Adkins 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 \$750.00. Ward 1

Scope of Work. Remove trash and debris.

- 13) **Case #24-617: Parcel #125-42-2** located at 172 Kolb St. Unit 74: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,000.00. Ward 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.

- 14) **Case #24-677: Parcel #162-315** located at 1408 Hill 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 \$1,000.00. 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.

- 15) **Case #24-763: Parcel #157-83** located at 833 Brookside 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.

- 16) **Case #24-1132: Parcel #59-10-31** located at 1609 Adelle Ct.: 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.

- 17) **Case #24-376: Parcel #101-116-6** located 2975 Marion Dunbar St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 18) **Case #24-381: Parcel #423-44** located at 3235 Marion Dunbar St.: After hearing testimony from Robert Shelton, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Robert Shelton shall be afforded thirty (30) days to clean until September 6, 2024 to cure the violations by completing the scope of work. If there is 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 #22-353: Parcel #627-120** located at 115 Wildwood Ter.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 20) **Case #24-1365: Parcel #619-45** located at 318 Fairhill Dr.: After hearing testimony from Daryen Proctor, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Daryen Proctor shall be afforded sixty (60) days to cut grass until October 6, 2024 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Remove trash and debris.

- 21) **Case #23-2502: Parcel #619-121** located at 367 Fairhill Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

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

- 22) **Case #24-1344: Parcel #210-93** located 2563 Belvedere Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

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

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

AGENDA \_\_\_\_\_

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

**08/12/24**  
**DATE**

	<b>P O I N T S</b>	<b>C O M M E N T S</b>																														
1.	<b>Brief Description/Purpose</b>	This is Community Improvement regular agenda item for the City Council authority to clean private property.																														
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	<ol style="list-style-type: none"> <li>1. Neighborhood Enhancement</li> <li>2. Crime Prevention</li> <li>7. Quality of Life</li> </ol>																														
3.	<b>Who will be affected</b>	All City of Jackson residents																														
4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																														
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.																														
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	CITYWIDE																														
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																														
8.	<b>COST</b>	To be determined pending execution of contracts.																														
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund</li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	GENERAL FUNDING																														
10.	<b>EBO participation</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 15%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes _____</td> <td style="width: 10%;">no _____</td> <td style="width: 35%;">N/A _____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> </table>	ABE	_____ %	WAIVER	yes _____	no _____	N/A _____	AABE	_____ %	WAIVER	yes _____	no _____	N/A _____	WBE	_____ %	WAIVER	yes _____	no _____	N/A _____	HBE	_____ %	WAIVER	yes _____	no _____	N/A _____	NABE	_____ %	WAIVER	yes _____	no _____	N/A _____
ABE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
AABE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
WBE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
HBE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
NABE	_____ %	WAIVER	yes _____	no _____	N/A _____																											

## **MEMORANDUM**

**TO:** Mayor Choke A. Lumumba

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

**From:** Community Improvement  
Planning and Development

**DATE:** August 9, 2024

**Re:** Agenda Item

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

Thank you for your consideration.




Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON AUGUST 6, 2024 FOR THE FOLLOWING CASES: 24-1346 24-54 24-1027 24-655 24-976 23-2742 24-1348 24-1359 22-1525 22-583 24-1355 23-2019 24-617 24-677 24-763 24-1132 24-376 24-381 22-353 24-1365 23-2502 24-1344 legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
Date

12



OFFICE OF THE CITY CLERK  
RW 7/25/24  
7/25/24

**ORDER AUTHORIZING MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT AND RELATED DOCUMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C650i COPIER TO BE USED BY THE DEPARTMENT OF PLANNING AN DEVELOPMENT, OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT.**

**WHEREAS**, the Department of Planning and Development, Office of Housing and Community Development Division, desire to enter into a 48-month rental agreement of a copier machine, and

**WHEREAS**, the State of Mississippi, Department of Finance and Administration has negotiated a price agreement contract with Advantage Business Systems for the rental and purchase of copiers on a nonexclusive basis for twelve months beginning May 1, 2024, and ending on April 30, 2025; and

**WHEREAS**, this state contract agreement #8200073984 was entered into for the benefit of governing authorities and agencies; and

**WHEREAS**, Advantage Business Systems provides a Konica Minolta Bizhub C650i Copier through the State of Mississippi Contract #8200073894, which meets the needs of the Office of Housing and Community Development; and

**WHEREAS**, Advantage Busines Systems will provide the machine to the City of Jackson at a cost of \$325.00 per month, plus all the black/white copies will be billed at \$.08 and all the color copies will be billed at \$.05 to include service and maintenance and staples; and

**WHEREAS**, the Office of Housing and Community Development Division recommends that the Mayor be authorized to execute the agreement and related documents with Advantage Business Systems.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute an agreement and related documents between Advantage Business Systems, providing for the 48-month rental of a Konica Minolta Bizhub C650i Copier, to meet the needs of the Office of Housing and Community Development as related to the functions of said division, at a cost of \$\$325.00 per month plus all the black/white copies billed monthly at \$.08 and all the color copies billed at \$.05 to include service and maintenance and staples. This agreement is effective August 1, 2024 through July 31, 2028.

APPROVED FOR AGENDA:	Initials	Date
Legal	_____	_____
Budgeted Yes__ No ____	_____	_____
Acct _____	_____	_____
CAO's Office	_____	_____
Mayor's Office	_____	_____

Item No. \_\_\_\_\_ Date \_\_\_\_\_

Agenda Item No. 12  
9.10.2024  
(Keeton, Lumumba)

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

DATE: 07/30/2024

	POINTS	COMMENTS
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT AND RELATED DOUCMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C650I COPIER TO BE USED BY THE DEPARTMENT OF PLANNING AND DEVELOPMENT, OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT.
2.	Purpose	PRODUCTIVITY OF THE DEPARTMENT
3.	Who will be affected	DEPARTMENT OF PLANNING AND DEVELOPMENT, OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT
4.	Benefits	TO PROVIDE SERVICES WHICH IMPACT THE DEPARTMENT.
5.	Schedule (beginning date)	UPON COUNCIL APPROVAL
6.	Location: WARD CITYWIDE (yes/no) Project limits if applicable	OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT
7.	Action implemented by: City Department <u>  X  </u> Consultant _____	DEPARTMENT OF PLANNING & DEVELOPMENT OFFICE OF HOUSING & COMMUNITY DEVELOPMENT
8.	COST	\$325.00 MONTHLY
9.	Source of Funding General fund _____ Grant fund _____ Bond _____ Other x	HUDCDBG21-ADMIN80910-6514 - 85080910 HUDHOPWA21-ADMIN5771-6514-12256610 HUDHOMEARP-ADMIN43361-6514 -43361900 CDBGCOVID-ADMIN3827-6514 -38271530
10.	E. B.O. Participation	ABE _____ WAIVER _____ yes _____ no _____ N/A _____ AABE _____% WAIVER _____ yes _____ no _____ N/A _____ WBE _____% WAIVER _____ yes _____ no _____ N/A _____ HBE _____% WAIVER _____ yes _____ no _____ N/A _____ NABE _____% WAIVER _____ yes _____ no _____ N/A _____




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 48-MONTH RENTAL AGREEMENT AND RELATED DOCUMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C650I COPIER TO BE USED BY THE DEPARTMENT OF PLANNING AND DEVELOPMENT, OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT is legally sufficient for placement in NOVUS Agenda.

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

Sondra Moncure, Special Assistant 

Romona Williams, Deputy City Attorney 



Date



13



OFFICE OF THE CITY ATTORNEY  
R. W. [Signature]  
8/22/24

**ORDER AUTHORIZING THE PURCHASE OF SEVEN (7) 17-PASSENGER ADA ACCESSIBLE CUTAWAY BUSES FROM TRANSPORTATION SOUTH PURSUANT TO MISSISSIPPI STATE CONTRACT # 8200069338 TO BE UTILIZED BY THE CITY'S PUBLIC TRANSIT SYSTEM, JTRAN**

**WHEREAS**, the City of Jackson Mississippi desires to purchase seven (7) 17-passenger ADA accessible cutaway buses pursuant to guidelines established by the Federal Transit Administration (FTA); and

**WHEREAS**, the City of Jackson is eligible to participate and purchase buses from Transportation South through Mississippi state contract # 8200069338 for the period of July 1, 2024, through June 30, 2025; and

**WHEREAS**, the City has sufficient funding from the FTA and its local match to purchase seven (7) buses for its public transit system; and

**WHEREAS**, the purchase of the seven (7) 17-passengers ADA accessible cutaway buses pursuant to the state contract is not intended and will not create an exclusive supplier relationship with Transportation South and the best interest of the City would be served by authorizing the purchase of these buses in fiscal year 2024 (FY24), from Transportation South pursuant to Mississippi state contract#8200069338 and FTA guidelines; and

**WHEREAS**, the cost shall not exceed the sum of eight hundred nine hundred ninety-nine thousand four hundred and fifty-one dollars (\$899,451.00), which is covered by FTA funds and the City's local match in FY17 and;

**IT IS HEREBY ORDERED** that the purchase of seven (7) 17-passenger ADA accessible cutaway buses in fiscal year 2024 from Transportation South for the City's public transit system shall be authorized.

**IT IS FURTHER ORDERED** that 80% of the sum of seven hundred nineteen thousand five hundred and sixty-one dollars (\$719,561.00) may be expended from the available FTA funds and 20% match in the amount of one hundred seventy-nine thousand eight hundred and ninety dollars (\$179,890.00) from general funds in FY24 on seven (7) 17-passenger ADA accessible cutaway buses.

**IT IS FURTHER ORDERED** that the purchase of the buses from Transportation South pursuant to the Mississippi state contract#8200069338 shall not be construed as obligating the City to purchase additional buses from Transportation South or creating an exclusive supplier relationship with Transportation South.

**IT IS FURTHER ORDERED** that the Mayor shall be authorized to execute any all purchase orders, contracts, or other documents required by Transportation South which relates to the purchase of the seven (7) 17-passenger ADA accessible cutaway buses pursuant to the Mississippi state contract.

Agenda Item No. 13  
9.10.2024  
(Keeton, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE 8/27/2024**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE PURCHASE OF SEVEN (7) 17-PASSENGER ADA ACCESSIBLE CUTAWAY BUSES FROM TRANSPORTATION SOUTH PURSUANT TO MISSISSIPPI STATE CONTRACT # 8200069338 TO BE UTILIZED BY THE CITY'S PUBLIC TRANSIT SYSTEM, JTRAN</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation.
3.	<b>Who will be affected</b>	All clients utilizing paratransit and special transportation
4.	<b>Benefits</b>	All clients utilizing paratransit and special transportation
5.	<b>Schedule (beginning date)</b>	Date of purchase order
6.	<b>Location:</b>	Department of Planning & Development/Office of Transportation/All wards
7.	<b>Action implemented by: City/Department</b>	Department of Planning & Development Office of Transportation
8.	<b>COST</b>	\$899,451.00
9.	<b>Source of Funding</b> General Fund <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Bond Other	Account# 187.565.30..6867----\$899.451.00 Grant# : \$719,561 General Fund: \$179,890.00
10.	<b>EBOD participation</b>	ABE ___%      WAIVER    yes ___    no ___      N/A <u>  X  </u> AABE ___%    WAIVER    yes ___    no ___      N/A <u>  X  </u> WBE ___%      WAIVER    yes ___    no ___      N/A <u>  X  </u> HBE ___%      WAIVER    yes ___    no ___      N/A <u>  X  </u> NABE ___%     WAIVER    yes ___    no ___      N/A <u>  X  </u>

# MEMORANDUM

**TO:** Chokwe A. Lumumba, Mayor

**THRU:** Jhai Keeton, Director  
Department of Planning & Development

**FROM:** Christine Welch, Deputy Director *cfw*  
Office of Transportation

**DATE:** August 14, 2024

**RE:** Agenda Item for August 27, 2024 City Council Meeting

The attached agenda item is an order authorizing the Mayor for the issuance of a purchase order with Transportation South to purchase seven (7) 17-passenger ADA accessible cutaway buses based off a Mississippi state contract #8200069338. This expenditure is eligible for 80% reimbursement under the Federal Transit Administration (FTA) grant and 20% budgeted General Fund amount.

It is the recommendation of this department that this application submittal be approved. If you have any questions, please call Christine Welch, Deputy Director, Department of Planning and Development/Office of Transportation at (601) 960-1909 or e-mail [cwelch@city.jackson.ms.us](mailto:cwelch@city.jackson.ms.us).


Office of the City Attorney

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 PURCHASE OF SEVEN (7) 17-PASSENGER ADA ACCESSIBLE CUTAWAY BUSES FROM TRANSPORTATION SOUTH PURSUANT TO MISSISSIPPI STATE CONTRACT #8200069338 TO BE UTILIZED BY THE CITY'S PUBLIC TRANSIT SYSTEM, JTRAN legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Drew Martin, City Attorney *DM*  
Sondra Moncure, Special Assistant *SM*  
Ramona Williams, Deputy City Attorney *RW*

*8/28/20*  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
*Handwritten signature*



**14**



OFFICE OF THE CITY ATTORNEY  
2024.03.24

**ORDER ACCEPTING THE BID OF QUALITY COMMUNICATIONS, INC. (QCI) FOR A SECURITY CAMERA SYSTEM SOLUTION (RFP #2024-01) AND AUTHORIZING THE MAYOR THE ENTER INTO AN AGREEMENT WITH QCI FOR THE BENEFIT OF THE JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN)**

**WHEREAS**, the Department of Planning and Development has determined that it is in the City's best interest to seek a professional company to provide a security camera system solution that will function as an access control system for said public transportation system; and

**WHEREAS**, on March 29, 2024, the City issued a Request for Proposal for a professional company to provide a security camera system solution and received proposals from three (3) companies, i.e. Skyline Innovations, LLC, Quality Communications, Inc., and Moore Prime Development, LLC; and

**WHEREAS**, the proposal receiving the highest total score shall be deemed the proposal in the opinion of the City of Jackson, best meets the established criteria listed herein. The evaluation criteria are as follows: Proposed Solution and Functionality (30%), Overall Project Cost Including Reoccurring Charges (35%), Proven Experience with Related Projects (10%), Value Add, Emerging Technologies/Innovative Design Ability for Chosen Solution to Expand with City of Jackson' Future Needs (15%) and Qualifications of Firms Proposed Staff (10%); and

**WHEREAS**, based on the scoring of the interviewers and review of the proposals, QCI scored the highest overall and is fully capable and competent to provide a security camera system solution that will function as an access control system for said public transportation system; and

**WHEREAS**, Quality Communications, Inc. ("QCI") proposes to provide the best value in security camera system solutions for the next three years with two one-year options to be exercised at the future sole discretion of City Council and Quality Communications, Inc.; and

**WHEREAS**, the Department of Planning and Development recommends that the governing authority authorize the Mayor to execute an agreement with QCI to replace their existing surveillance cameras with new digital Surveillance Cameras and systems; and

**WHEREAS**, QCI agrees to provide installation and maintenance for Surveillance Cameras, Card Access, and Monitoring services for a three (3) year term with an optional two (2) years term for the following locations:

- Administration Building: 1785 Highway 80W
- Maintenance Building: 1785 Highway 80W
- Service Building: 1785 Highway 80W
- Union Station Building: 300 Capitol Street – (No Monitoring or Card Access)

Agenda Item No. 14  
9.10.2024  
(Keeton, Lumumba)

**WHEREAS**, payment terms are as follows:

- a. 1st Invoice – QCI will invoice COJ 25% of the Agreement cost once the equipment has been ordered. With supporting documentation—not to exceed \$98,568.16
- b. 2nd Invoice – QCI will invoice COJ 25% of the Agreement cost once the equipment has arrived and COJ designated project liaison has verified. With supporting documentation—not to exceed \$73,926.12
- c. 3rd Invoice – QCI will invoice COJ 25% of the Agreement cost once (2) buildings have been installed and trained. System fully functional—not to exceed \$55,444.59
- d. 4th Invoice – QCI will invoice COJ the remaining of the Agreement cost for the remaining (2) buildings that have been installed and trained. System fully functional—not to exceed \$166,333.78.
- e. Year 2 Recurring payment in the amount of \$59,543.40 due one year from Go Live Date.
- f. Year 3 Recurring payment in the amount of \$59,543.40 due one year from Year 2.

**WHEREAS**, the Federal Transit Administration will pay eighty percent (80%) of the cost or four hundred ten thousand six hundred eighty-seven dollars and fifty-six cents (\$410,687.56), and the remaining twenty percent (20%) of the cost or one hundred two thousand six hundred seventy-one dollars and eighty-nine cents (\$102,671.89) will be paid from the Transit Division’s FY2024 budget; and

**WHEREAS**, all equipment purchased from QCI, will warrant with factory warranty of (10) Years from the date of delivery to the customer and software is for the duration of the subscription. Warranty follows the camera subscription. If, during the Warranty Period, a Product does not conform to the above warranty, QCI contacts manufacture for an advance replacement with written notice of such nonconformance. The manufacturer will repair or replace nonconforming components or otherwise correct the nonconformity in accordance with its stated warranty service terms; and

**WHEREAS**, the City of Jackson may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the City’s best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the City of Jackson. If contractor is in possession of any of the City of Jackson’s property, contractor shall account for same, and dispose of it as the City of Jackson directs; and

**WHEREAS**, QCI agrees to indemnify and hold harmless the City of Jackson, its affiliates officers, directors and employees from and against any and all claims (including claims by third parties), costs, liabilities and damages resulting from QCI’s gross negligence or willful misconduct. Contractor will hold and save the City of Jackson, its officers, agents, and employees harmless from every claim or demand made, and every liability, loss, damages or expenses of any nature or kind including attorney fees, and costs, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the City of Jackson, unless otherwise specifically stipulated in the contract documents and unless

such liability arises from the negligence or willful misconduct of the City of Jackson, its officers, employees, agent, or independent contractors who are directly employed by the City of Jackson; and

**WHEREAS**, a copy of the scope of work is attached as Appendix A and the required contractual provisions applicable to Federal Transit Administration funding is attached as Appendix B and both are made part of the minutes.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to enter into an Agreement with Quality Communications, Inc. for the provision of security camera system solutions of the public transportation system (JTRAN) for three (3) years period with two, one-year options to be exercised upon approval of the City Council and Quality Communications, Inc.

**IT IS FURTHER ORDERED**, that should an agreement with Quality Communications, Inc. not be executed, that the Mayor is authorized to negotiate and execute an Agreement with Moore Prime Development as the second most responsive bidder and shall negotiate a BAFO with Moore Prime Development.

**IT IS, FURTHER ORDERED** that the Mayor is authorized to execute a contract and related documents with Quality Communications, Inc. to provide security camera system solutions in the amount of five hundred thirteen thousand three hundred fifty-nine dollars and forty-five cents (\$513,359.45), which eighty percent (80%) of the cost or four hundred ten thousand six hundred eighty-seven dollars and fifty-six cents (\$410,687.56), and the remaining twenty percent (20%) of the cost or one hundred two thousand six hundred seventy-one dollars and eighty-nine cents (\$102,671.89) will be paid from the Transit Division's FY2024 budget.

Item# \_\_\_\_\_  
Agenda Date: July 30, 2024  
By: (Keeton, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 7/30/2024**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING THE MAYOR ENTER INTO AN AGREEMENT WITH QUALITY COMMUNICATIONS, INC FOR THE PROVISION OF SECURITY CAMERA SYSTEM SOLUTIONS OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN)
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation.
3.	<b>Who will be affected</b>	All citizens and visitors of the City of Jackson
4.	<b>Benefits</b>	All citizens and visitors of the City of Jackson
5.	<b>Schedule (beginning date)</b>	Upon Signing of Contract
6.	<b>Location:</b>	Department of Planning & Development/Office of Transportation/All Wards
7.	<b>Action implemented by: City Department</b>	Department of Planning & Development/Office of Transportation
8.	<b>COST</b>	\$513,359.45
9.	<b>Source of Funding</b> General Fund <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Bond Other	187.565.30.6852: \$200,000.00 187.565.30.6812: \$313,359.45 Grant: \$410,687.56 General Fund: \$102,671.89
10.	<b>EEO participation</b>	DBE <u>100%</u> WAIVER    yes ___ no <u>X</u> N/A ___ AABE ___%      WAIVER    yes ___ no ___      N/A <u>X</u> WBE ___%      WAIVER    yes ___ no ___      N/A <u>X</u> HBE ___%      WAIVER    yes ___ no ___      N/A <u>X</u> NABE ___%      WAIVER    yes ___ no ___      N/A <u>X</u>

# MEMORANDUM

**TO:** Chokwe A. Lumumba, Mayor  
**THRU:** Jhai Keeton, Director Department of Planning & Development  
**FROM:** Christine F. Welch, Deputy Director Office of Transportation *gh*  
**DATE:** July 11, 2024  
**RE:** Agenda Item for July 30, 2024 City Council Meeting

The attached agenda item authorizes the Mayor to enter into an Agreement with Quality Communication, Inc. for the provision of security camera system solutions for the public transportation system (JTRAN) for a three-year period. This agreement provides for two (2), one-year options exercised in the future upon approval of the City Council and Quality Communications, Inc.

On March 29, 2024, the Department of Planning and Development, Office of Transportation, Transit Services Division, released a Request for Proposals (RFP) for a contractor for security camera system solutions of the JTRAN system for a three (3) year period with two (2) one-year options.

The City received three proposals from the following companies:

- Moore Prime Development
- Skyline Innovations
- Quality Communications

Based on the scoring of the interviewers and review of the proposals, the ranking is as follows:

<u>Company Name</u>	<u>Total Score</u>	<u>Ranking</u>	<u>Overall %</u>
Quality Communications	504	1 <sup>st</sup>	84%
Moore Prime Development	499	2 <sup>nd</sup>	83.2%
Skyline Innovations	349	3 <sup>rd</sup>	58.2%

Since this is a “best value” procurement, the procurement was based on the definition located in FTA Circular 4220.1F, “Third Party Contracting Requirements.

All of the potential contractors are **fully capable and competent** to provide services, which the review committee took into full consideration prior to recommending their selection choice.

If you have any questions, please call Christine F. Welch, Deputy Director (601) 960-1909 or e-mail [cwelch@jacksonms.gov](mailto:cwelch@jacksonms.gov).

Office of the City Attorney

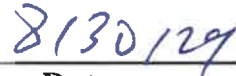
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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This ORDER ACCEPTING THE BID OF QUALITY COMMUNICATIONS, INC. (QCI) FOR A SECURITY CAMERA SYSTEM SOLUTION (RFP #2024-01) AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH QCI FOR THE BENEFIT OF THE JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN) is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
Date



**15**



**ORDER AMENDING THE JULY 2, 2024 ORDER THAT AUTHORIZED THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND VARIOUS ORGANIZATIONS FOR THE USE OF 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TOTALING \$212,611.00 TO IMPLEMENT VARIOUS PUBLIC SERVICE ACTIVITIES IN THE JACKSON METROPOLITAN STATISTICAL AREA (MSA).**

*K. Lumumba*  
OFFICE OF THE ATTORNEY GENERAL

**WHEREAS**, on July 2, 2024, the City Council adopted an Order, authorizing the Mayor to execute contracts between the City of Jackson and various organizations for the use of 2022 Community Development Block Grant (CDBG) funds to implement various Public Service activities; and

**WHEREAS**, through scrivener's error the contract amount with Midtown Partners, Inc. was entered incorrectly as \$9,243.00, the correct amount of the allocation amount should be \$23,770.00; and the contract amount with Harbor Houses of Jackson, Inc. was entered incorrectly as \$23,770.00, the correct amount of the allocation amount should be \$23,776.00.

**IT IS, THEREFORE, ORDERED** that the City Council hereby amends the prior Order approved on July 2, 2024 to include the correct amounts of \$23,770.00 and \$23,776.00 in 2022 Community Development Block Grant (CDBG) funds to implement various Public Service activities.

Agenda Item No. 15  
9.10.2024  
(Keeton, Lumumba)

**OFFICE OF HOUSING AND  
COMMUNITY DEVELOPMENT**

**MEMORANDUM**

**TO:** Chokwe Antar Lumumba, Mayor

**FROM:** Jhai, Keeton, Director  
Office of Housing and Community Development

**DATE:** August 5, 2024

**RE:** Agenda Item for August 30, 2024 City Council Meeting

Amended order authorizing the Mayor to execute contracts between the City of Jackson and various organizations for the use of 2022 Community Development (CDBG) Funds totaling \$212,611.00 to implement various public service activities in the Jackson Metropolitan Statistical Area. (MSA).

Through scrivener's error the contract amount with Midtown Partners, Inc. was entered incorrectly as \$9,243, the correct amount of the allocation amount should be \$23,770.00; and the contract amount with Harbor Houses of Jackson, Inc. was entered incorrectly as \$23,770.00, the correct amount of the allocation amount should be \$23,776.00.

If you have any questions, please contact me at ext. 2155.

**CC:** Reginald Jefferson, Deputy Director of Planning and Development  
Stephanie Bailey King, Manager, Development Assistance Division

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

**08/05/2024**  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description/Purpose</b>	Amended order authorizing the Mayor to execute contracts between the City of Jackson and various organizations for the use of 2022 Community Development (CDBG) Funds totaling \$212,611.00 to implement various public service activities in the Jackson Metropolitan Statistical Area. (MSA).
2.	<b>Public Policy Initiative:</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life
3.	<b>Who will be affected</b>	Provide services for low/moderate income persons and homeless persons
4.	<b>Benefits</b>	Provide public services
5.	<b>Schedule (beginning date)</b>	Upon approval
6.	<b>Location:</b> WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide – All Wards
7.	<b>Action implemented by:</b>  City Department <input checked="" type="checkbox"/>  Consultant	Department of Planning & Development
8.	<b>COST</b>	\$212,611
9.	<b>Source of Funding:</b>  General Fund Grant <input checked="" type="checkbox"/>  Bond Other	2022 CDBG funds \$212,611 (Public Services)
	<b>EBO participation</b>	ABE    ___%    WAIVER    yes ___    no ___    N/A ___ AABE ___%    WAIVER    yes ___    no ___    N/A ___ WBE    ___%    WAIVER    yes ___    no ___    N/A ___ HBE    ___%    WAIVER    yes ___    no ___    N/A ___ NABE    ___%    WAIVER    yes ___    no ___    N/A ___

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This AMENDED ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND VARIOUS ORGANIZATIONS FOR THE USE OF 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TOTALING \$212,611.00 TO IMPLEMENT VARIOUS PUBLIC SERVICE ACTIVITIES IN THE JACKSON METROPOLITAN STATISTICAL AREA (MSA) is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Sondra Moncure, Special Assistant 

Ramona Williams, Deputy City Attorney 

8/20/24

Date

OFFICE OF THE CITY ATTORNEY  
8/19/24

**16**





**ORDER RATIFYING THE PROCUREMENT OF SERVICES FROM CERTAIN VENDOR AND AUTHORIZING PAYMENTS TO SAID VENDOR**

OFFICE OF THE CITY ATTORNEY  
*[Handwritten signature]*

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

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

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

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

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

Global Sector Security, LLC	\$202.50
A Complete Flag Source, Inc.	\$250.00
Southern Electric Corporation of Mississippi	\$7,595.35
Total	\$8,047.85

Agenda Item No. 16  
9.10.2024  
(Wright, Lumumba)

BY: WRIGHT, LUMUMBA

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

August 20, 2024  
DATE

(as revised 3/6/01)

<b>POINTS</b>		<b>COMMENTS</b>					
1.	<b>Brief Description / Purpose</b>	<b>ORDER RATIFYING THE PROCUREMENT OF SERVICES FROM CERTAIN VENDOR AND AUTHORIZING PAYMENTS TO SAID VENDOR</b>					
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life					
3.	<b>Who will be affected</b>	Citizens of Jackson					
4.	<b>Benefits</b>	The Building Maintenance Division will use these funds to pay past due invoices for services provide by certain vendor at City facilities.					
5.	<b>Schedule (beginning date)</b>	Scheduled date following City Council Approval					
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	City Hall, The Arts Center of Mississippi, and Mynelle Gardens					
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works					
8.	<b>COST</b>	\$8,047.85					
9.	<b>Source of Funding</b> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Acct#. 001.453.00.6461					
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes _____	no _____	N/A _____
		AABE	_____ %	WAIVER	yes _____	no _____	N/A _____
		WBE	_____ %	WAIVER	yes _____	no _____	N/A _____
		HBE	_____ %	WAIVER	yes _____	no _____	N/A _____
		NABE	_____ %	WAIVER	yes _____	no _____	N/A _____



**City of Jackson  
Department of Public Works**

**Council Agenda Item Memorandum**

**To:** Honorable Chokwe A. Lumumba, Mayor

**From:** Louis Wright, CAO *LW*  
Department of Public Works

**Date:** August 07, 2024

**Agenda Item:** **ORDER RATIFYING PURCHASES AND  
PROCUREMENT OF SERVICES FROM CERTAIN  
VENDOR AND AUTHORIZING PAYMENT TO SAID  
VENDOR**

**Council Meeting:** Regular Council Meeting August 27, 2024

**Purpose:** The Building Maintenance Division will use these funds to pay overdue payment for maintenances provide by Southern Electric Corp of MS, A Complete Flag Source, and Global Sector Security LLC and throughout the City of Jackson.

**Cost:** \$8,047.85

**Project/Contract Type:** N/A

**Funding Source:** 001.453.00.6461 and 005.504.10.6419

**Schedule/Time:** August 27, 2024

**DPW Manager:** Stanley Arnold

**Background:** The Building Maintenance Division will use these funds to pay overdue payment for maintenances/services provide by certain vendor throughout the City of Jackson.



City of Jackson  
Department of Public Works

**Council Agenda Item Memorandum**

To: Honorable Chokwe A. Lumumba, Mayor

From: Louis Wright, CAO  
Department of Public Works

Date: August 20, 2024

**Agenda Item:** **ORDER RATIFYING THE PROCUREMENT OF SERVICES FROM CERTAIN VENDOR AND AUTHORIZING PAYMENTS TO SAID VENDOR**

**Council Meeting:** Regular Council Meeting September 10, 2024

**Purpose:** The Building Maintenance Division will use these funds to pay overdue payment for maintenances provide by Global Sector Supply, LLC and A Complete Flag Sources and throughout the City of Jackson.

**Cost:** \$8,047.85

**Project/Contract Type:** N/A

**Funding Source:** Account#: 001.453.00.6461

**Schedule/Time:** September 10, 2024

**DPW Manager:** Stanley Arnold

**Background:** The Building Maintenance Division will use these funds to pay overdue invoices for services provided by certain vendor at City facilities.

Office of the City Attorney

455 East Capitol Street  
Post Office Box 19  
Jackson, Mississippi 39201-0019  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1799

OFFICE OF THE CITY ATTORNEY  
8/20/24

## OFFICE OF THE CITY ATTORNEY

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This **ORDER RATIFYING THE PROCUREMENT OF SERVICES FROM CERTAIN VENDOR AND AUTHORIZING PAYMENTS TO SAID VENDOR** is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, *CITY ATTORNEY*



DATE

~~Sondra Moncreaf, Special Assistant~~ 

Terry Williamson, *Legal Counsel* 

**Global Sector Security LLC**  
 3953 Underwood Drive  
 Flowood, MS 39232

# Invoice

Date	Invoice #
11/16/2023	66847

<b>Bill To:</b>
<b>Arts Center of Mississippi</b> <b>201 E. Pascagoula Street</b> <b>Jackson, MS 39201</b>

P.O. No.	Terms

Quantity	Description	Rate	Amount
1.5	Labor Hour	135.00	202.50T
	Service Call Disconnect Devices For Construction On Arts Center Non-Taxable	0.00%	0.00
<b>It's been a pleasure working with you!</b>		<b>Invoice Total</b>	<b>\$202.50</b>

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

Phone #	Fax #
6019824585	601-982-4591

# A Complete Flag Source,

# Invoice

5295 I55 North Ste A  
Jackson, MS 39206

<b>Date</b>
2/9/2024

<b>Invoice #</b>
46378

601-362-9333

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

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

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

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

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

SOUTHERN ELECTRIC CORP OF MS  
 1608 MARGARET ST  
 HOUSTON, TX 77093  
 713 691-3616

## Invoice 126795

Bill to: CITY OF JACKSON PARKS AND RECREATION 1000 METRO CENTER STE 104 JACKSON, MS 39209-7503	Job: 16-00315 CITY OF JACKSON/MYNELLE G CITY OF JACKSON/MYNELLE GARDEN PO 77240674 JACKSON, MS
--	--

Invoice #: 126795	Date: 07/31/24	Customer P.O. #: PO# 77240674
Payment Terms: NET 30 DAYS	Salesperson:	
Customer Code: JACKSON		

Remarks: PO# 77240674 FINAL BILLING

Quantity	Description	U/M	Unit Price	Extension
	PO# 77240674 FINAL BILLING			7,595.35
			<b>Total:</b>	<b>7,595.35</b>
			<b>Current Due:</b>	<b>7,595.3</b>



**17**



**ORDER AUTHORIZING AMENDMENT NO. 2 TO THE AGREEMENT WITH COOKE DOUGLASS FARR LEMONS ARCHITECTS ENGINEERS PA ("CDFL") FOR RENOVATIONS TO THALIA MARA HALL TO PROVIDE SPECIAL SUB-CONSULTING SERVICES FOR STAGE RIGGING AND FIRE CURTAIN EVALUATION AND TESTING**

OFFICE OF THE CITY ATTORNEY  
3/3/24

**WHEREAS**, the Department of Human and Cultural Services further recommends that the City Council authorize the Mayor to execute Amendment No. 2 to the contract with CDFL for continued architectural and engineering services; and

**WHEREAS**, due to concerns that recently arose about the stage rigging and the fire curtain, CDFL has recommended the retaining of Mr. Schuler Shook as a special subconsultant to evaluate and test the existing state rigging and the fire curtain; and

**WHEREAS**, the City agrees to additionally compensate CDFL for the special sub-consulting services provided under this Amendment No. 2 agreement at an additional fee not to exceed \$20,500.00.

**WHEREAS**, the total not to exceed fee under the City's Agreement with CDFL with this amendment will be \$143,000.00.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute Amendment No. 2 in an amount to exceed \$20,500.00 to the contract with CDFL to provide special sub-consulting services for the Phase Two renovations, repairs and upgrades to Thalia Mara Hall.

Agenda Item No. 17  
9.10.2024  
(Scott, Lumumba)

LUMUMBA, WRIGHT

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

9/3/24

DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING AMENDMENT NO. 2 TO THE AGREEMENT WITH COOKE DOUGLASS FARR LEMONS ARCHITECTS + ENGINEERS PA ("CDFL") FOR RENOVATIONS TO THALIA MARA HALL TO PROVIDE SPECIAL SUB-CONSULTING SERVICES FOR STAGE RIGGING AND FIRE CURTAIN EVALUATION AND TESTING
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Youth and Education 5. Economic Development 7. Quality of Life
3.	<b>Who will be affected</b>	Citizens who visit the Planetarium and visitors who come from out of town to experience downtown and the newly renovated planetarium
4.	<b>Benefits</b>	The work of this renovation will continue to address much needed upgrades that were not completed with the original work for the 2023 USA IBC competition.
5.	<b>Schedule (beginning date)</b>	Upon approval by the City and expect to be complete by June 2026
6.	<b>Location:</b> ■ WARD  ■ CITYWIDE (yes or no) (area)  ■ Project limits if applicable	7
7.	<b>Action implemented by:</b> ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Human and Cultural Services Department of Public Works, Engineering Division
8.	<b>COST</b>	Contract addition amount of this Amendment No. 2 is \$20,500.00
9.	<b>Source of Funding</b> ■ General Fund <input type="checkbox"/> ■ Grant <input checked="" type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Acct #- XXXXXXXXXXXXX Remaining funds from the State of Mississippi 2022 Legislature allocation \$2,000,000.00 are approximately \$450,000.00 The State of Mississippi 2023 Legislature had allocated additional funding in the amount of \$1,500,000.00 The State of Mississippi 2024 Legislature intends to allocated additional funding in the amount of \$1,000,000.00 for rigging replacement
10.	<b>EBO participation</b>	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____



City of Jackson  
Department of Public Works

### Council Agenda Item Memorandum

To: Chokwe Antar Lumumba  
From: Louis Wright, Chief Administrative Officer  
Date: September 10, 2024

**Agenda Item:** Contract Amendment No. 2  
**City Project #:**  
**Council Meeting:** Regular Council Meeting, TBD  
**Consultant:** Cooke Douglass Farr Lemons + Engineers PA  
**EBO Compliance Details:**  
**Purpose:** **Continued** Renovations Thalia Mara Hall, Phase Two  
**Cost:** This Amendment \$20,500.00  
**Project/Contract Type:** Addition and Renovations  
**Funding Source:**  
**Schedule/Time:** Upon  
**DPW Manager:** Lloyd Keller

#### Background:

Attached, you will find an item for the City Council **Agenda Amendment No. 2** to the Agreement with Cooke Douglass Farr Lemons + Engineers PA for Renovations to Thalia Mara Hall for special sub-consulting services related to the stage rigging and the fire curtain. continuing the renovations, repairs and upgrades to Thalia Mara Hall project

Please let me know if you have any questions.

Office of the City Attorney

455 East Capitol Street  
Post Office Box 1229  
Jackson, Mississippi 39201-1779  
Telephone: (601) 960-1752  
Facsimile: (601) 960-1756



## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING AMENDMENT NO. 2 TO THE AGREEMENT WITH COOKE DOUGLASS FARR LEMONS ARCHITECTS + ENGINEERS PA ("CDFL") FOR RENOVATIONS TO THALIA MARA HALL TO PROVIDE SPECIAL SUB-CONSULTING SERVICES FOR STAGE RIGGING AND FIRE CURTAIN EVALUATION AND TESTING** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_

DREW MARTIN, *CITY ATTORNEY*

  
\_\_\_\_\_

DATE

Sondra Moncure, *Special Assistant* 

Terry Williamson, *Legal Counsel* 

**SCOPE FOR PHASE TWO RENOVATIONS**  
**Including additional 2024 funding from the State of Mississippi**  
**Thalia Mara Hall - City of Jackson**

Phase Two revisions, updated to include fire curtain and rigging inspection and testing for the renovations of Thalia Mara Hall, is indicated below. The design team developed the needs in concert with the Hall's management, city attorney, and city administration.

The additional items identified are focused on replacing the stage rigging and the fly. The rigging is, in most parts, original to the hall's construction. It has become outdated and is in critical need of repairs or replacement. The intent is to allocate the \$1,000,000 appropriated to the City of Jackson for Thalia Mara Hall upgrading in the 2024 legislative session to the rigging replacement, if deemed necessary during the inspection and testing.

**Funding:**

The additional 2024 funding from the State of Mississippi provided \$1,000,000 for the Hall's renovations. Approximately \$1,950,000 from prior funding cycles remain in the Thalia Mara Hall fund. Receipt of the funds is pending from the State of Mississippi approval and a modification of the MOU between the State and the City of Jackson.

Major planning items are included below with high level budget projections as per the latest information from the Hall's management and the initial review of the rigging condition.

**Phase Two Projected Scope (not including rigging replacement)**

• Air Conditioning Chiller Replacement	\$ 1,450,000
• Escalator Replacement with Stairs	\$ 78,000
• Existing Elevator Repair	\$ 40,000
• Plumbing Repair	\$ 20,000
• Addition of a Second Elevator for ADA	\$ 200,000
<b>Subtotal for Construction</b>	<b>\$ 1,788,000</b>
• Professional Services for Phase 2 Original Scope	\$ 122,500
• Special Consultant for Rigging Evaluation and Design	\$ 20,500
<b>Subtotal for Professional and Special Consultant</b>	<b>\$ 143,000</b>
• Project Contingency	\$ 54,500
<b>Total Projected Budget</b>	<b>\$ 1,931,000</b>
Contingency	\$ 19,000
<b>Total Current Funds</b>	<b>\$ 1,950,000</b>

The current contract for professional services requires amendment to include the additional scope for the special rigging evaluation by Schuler Shook. The fixed value contract for this professional service will be \$20,500.00. (See attached proposal to be added as an amendment to the professional contract.)

Additional rigging design costs will be required depending on the results of the Schuler Shook evaluation and testing. The preliminary budget for this work is \$1,000,000.



**JACKSON**  
3221 Old Canton Rd, Suite 200  
Jackson, MS 39216  
601.366.3110

**BIRMINGHAM**  
600 Vestavia Pkwy, Suite 212  
Vestavia Hills, AL 35216  
205.402.8058

## Amendment B

August 5, 2024

AIA Document B101 – 2017

*Standard Form of Agreement Between Owner and Architect*

Project Description: Inclusion of Special Consultant for Rigging and Fire Curtain Evaluation and Testing

Special Consultant: **Schuler Shook**

Fee is Amended as Follows:

Total Value - **\$20,500**

\_\_\_\_\_  
OWNER (Signature)

Chokwe Antar Lumumba, Mayor  
\_\_\_\_\_

\_\_\_\_\_  
ARCHITECT (Signature)

Chris Myers, AIA, Principal  
\_\_\_\_\_



18



OFFICE OF THE CITY ATTORNEY  
9/13/24  
Wright

**ORDER RATIFYING PROCUREMENT OF TRAFFIC SIGNAL REPAIR SERVICES AT VARIOUS LOCATIONS FROM BUCKET WORKS, INC. AND AUTHORIZING PAYMENT TO SAID VENDOR**

**WHEREAS**, the Infrastructure Management Division of the Department of Public Works had need of certain repairs services necessary to the operation and maintenance of the traffic signals located at University Boulevard and Florence Road; Northside Drive and Methodist Home Road; Terry Road and McDowell Road; Watkins Drive and Beasley Road; Hang Moss Road and Forrest Avenue; Cooper Road and Wheatley Street; and Medgar Evers Boulevard and West Ridgeway; and

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

**WHEREAS**, the repair services set forth in certain invoices attached hereto were provided for City traffic signals listed above; and

**WHEREAS**, in order to ensure the continued and proper operation and maintenance of the City's traffic signals in the future, it is necessary to pay these outstanding invoices to continue receiving any needed repair services from this vendor.

**IT IS, THEREFORE, ORDERED** that the procurement of repair services for City traffic signals from Bucket Works, Inc. as shown in the attached invoices is hereby ratified

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

Vendor	Amount
Bucket Works	\$6,500.0

Agenda Item No. 18  
9.10.2024  
(Wright, Lumumba)

LUMUMBA, WRIGHT

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

September 3, 2024  
DATE

(As revised 3/6/01)

<b>POINTS</b>		<b>COMMENTS</b>			
1.	<b>Brief Description / Purpose</b>	<b>ORDER RATIFYING PROCUREMENT OF TRAFFIC SIGNAL REPAIR SERVICES AT VARIOUS LOCATIONS FROM BUCKET WORKS, INC. AND AUTHORIZING PAYMENT TO SAID VENDOR</b>			
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation 7. Quality of Life			
3.	<b>Who will be affected</b>	Persons operating motor vehicles and pedestrians			
4.	<b>Benefits</b>	Authorizes the payment of invoices for repair services provided to vendor who has assisted in repairs to City traffic signals			
5.	<b>Schedule (beginning date)</b>	N/A			
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	University Boulevard and Florence Road; Northside Drive and Methodist Home Road; Terry Road and McDowell Road; Watkins Drive and Beasley Road; Hang Moss Road and Forrest Avenue; Cooper Road and Wheatley Street; and Medgar Evers Boulevard and West Ridgeway			
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Public Works			
8.	<b>COST</b>	\$6,500.00			
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input checked="" type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	001.448-20.6460			
10.	<b>EBO participation</b>	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___	N/A ___ N/A ___ N/A ___ N/A ___ N/A ___	___ ___ ___ ___ ___



**City of Jackson  
Department of Public Works**

**To:** Honorable Chokwe Lumumba, Mayor

**From:** Louis Wright, Chief Administrative Officer

**Date:** September 3, 2024

**Agenda Item:** **ORDER RATIFYING PROCUREMENT OF TRAFFIC SIGNAL REPAIR SERVICES AT VARIOUS LOCATIONS FROM BUCKET WORKS, INC. AND AUTHORIZING PAYMENT TO SAID VENDOR**

**Council Meeting:** Regular Council Meeting, September 10, 2024

**Consultant/Contractor:** Bucket Works, Inc.

**Purpose:** Authorize payment for emergency repairs to City traffic signals

**Cost:** \$6,500

**Project/Contract Type:** Traffic Signal Repair

**Funding Source:** Traffic Sign Maintenance-- 001.448-20-6460

**Schedule/Time:** June 24, 2024 - July 2024

**DPW Manager:** James Caldwell

**Background:** The Infrastructure Management Division of the Department of Public Works had need of certain repairs services necessary to the operation and maintenance of the traffic signals located at University Boulevard and Florence Road; Northside Drive and Methodist Home Road; Terry Road and McDowell Road; Watkins Drive and Beasley Road; Hang Moss Road and Forrest Avenue; Cooper Road and Wheatley Street; and Medgar Evers Boulevard and West Ridgeway. These were done as emergency work due to the traffic hazard created.

The cost of the repairs at all these intersections totaled \$6,500.00. The work was essential to maintain the traffic signals in working order and has been performed as described in the invoices attached to the order. The Department ask that you present these invoices to the City Council for ratification.

Please let me know if you have any questions.



**City of Jackson  
Department of Public Works**

**To:** Honorable Mayor Chokwe Lumumba

**From:** Louis Wright, CAO  
Department of Public Works

A handwritten signature in blue ink, appearing to be "LW", written over the printed name of Louis Wright.

**Date:** July 30, 2024

**Agenda Item:** **ORDER RATIFYING PROCUREMENT OF TRAFFIC SIGNAL REPAIR WORK AT HANGING MOSS ROAD AND BEASLEY ROAD FROM BUCKET WORKS. AND AUTHORIZING PAYMENT TO SAID VENDOR BY THE DEPARTMENT OF PUBLIC WORKS. (ALL WARDS)**

**Item #:** Pending  
**Council Meeting:** Regular Council Meeting, August 13, 2024

**Consultant/Contractor:** Bucket Works

**EBO:** In compliance

**Purpose:** To improve the quality of life for the citizens of the City of Jackson and its visitors.

**Cost:** \$6,500

**Project/Contract Type:** Traffic Signal Repair  
**Funding Source:** Traffic Sign Maintenance-- 001.448-20-6460  
**Schedule/Time:** June 24, 2024 - July 2024  
**DPW Manager:** James Caldwell

**Background:** The traffic signal at Hanging Moss Road at Beasley Road is attached to two broken Entergy poles that have caused parts of the signal to hang lower than lower standard resulting in passing taller vehicles hitting and breaking of the left turn signal heads.

Office of the City Attorney

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



## OFFICE OF THE CITY ATTORNEY

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This **ORDER RATIFYING PROCUREMENT OF TRAFFIC SIGNAL REPAIR SERVICES AT VARIOUS LOCATIONS FROM BUCKET WORKS, INC. AND AUTHORIZING PAYMENT TO SAID VENDOR** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
DREW MARTIN, CITY ATTORNEY

9/13/21  
\_\_\_\_\_  
DATE

Sondra Moncure, *Special Assistant*   
Terry Williamson, *Legal Counsel* 

**BUCKET WORKS, INC.**

**MAX BRYAN STEWART, Utility Contractor**  
**150 Wynndale Lake Rd; Terry, MS 39170**  
**601-502-7169**



*City of Jackson*

**PROJECT NAME & LOCATION** **DATE:** *6-28-24*

*University Blvd + Florence Blvd* **INVOICE #**  
*Northside Dr. + Methodist Home Road*

LABOR DESCRIPTION	HOURLY RATE	HOURS WORKED	EXTENDED TOTAL
LIGHTING TECHNICIAN (2 HR MIN CHARGE)	\$45.00/HR	<i>11</i>	<i>495</i>
ELECTRICIAN (2 HR MIN CHARGE)	\$45.00/HR		
TECHNICIAN LABOR (2 HR MIN CHARGE)	\$25.00/HR	<i>11</i>	<i>275</i>
<b>LABOR TOTAL</b>			<i>770</i>

EQUIPMENT DESCRIPTION	HOURLY RATE	HOURS WORKED	EXTENDED TOTAL
BUCKET TRUCK (2 HR MIN CHARGE)	\$40.00/HR	<i>11</i>	<i>440</i>
SERVICE TRUCK	\$25.00/HR	<i>4</i>	<i>100</i>
<b>EQUIPMENT TOTAL</b>			<i>540</i>

MATERIAL DESCRIPTION	QTY	UNIT COST	EXTENDED TOTAL
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Building materials, including electrical, have seen a 20-25% increase in recent months. Pricing may reflect this increase.

*Raised Fixtures and straighten fixtures and added parts to two at university*

*And straighten fixtures at Northside*

THANK YOU

<b>GRAND TOTAL</b>	
<b>SUB TOTAL</b>	
<b>SALES TAX</b>	
<b>INVOICE TOTAL</b>	<i>1310</i>

TAX ID #28-0593736, MS Vendor Code: V0002197920, OBJ CODE 81520  
 Terms NET 30. Past due invoices are subject to 1-1/2% month finance charge



**BUCKET WORKS, INC.**

**MAX BRYAN STEWART, Utility Contractor**  
 150 Wynndale Lake Rd; Terry, MS 39170  
 601-502-7169



*City of Jackson*

**PROJECT NAME & LOCATION** **DATE:** *7-12-24*

*See bottom* **INVOICE #**

LABOR DESCRIPTION	HOURLY RATE	HOURS WORKED	EXTENDED TOTAL
LIGHTING TECHNICIAN (2 HR MIN CHARGE)	\$45.00/HR	<i>12</i>	<i>540</i>
ELECTRICIAN (2 HR MIN CHARGE)	\$45.00/HR		
TECHNICIAN LABOR (2 HR MIN CHARGE)	\$25.00/HR	<i>14</i>	<i>350</i>
<b>LABOR TOTAL</b>			<i>890</i>

EQUIPMENT DESCRIPTION	HOURLY RATE	HOURS WORKED	EXTENDED TOTAL
BUCKET TRUCK (2 HR MIN CHARGE)	\$40.00/HR	<i>12</i>	<i>480</i>
SERVICE TRUCK	\$25.00/HR	<i>5</i>	<i>125</i>
<b>EQUIPMENT TOTAL</b>			<i>605</i>

MATERIAL DESCRIPTION	QTY	UNIT COST	EXTENDED TOTAL
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Building materials, including electrical, have seen a 20-25% increase in recent months; pricing may reflect this increase

*Terry Rd. + McDowell - replace East bound 3 sec.*

*Watkins Dr + Beasley - re-strap West bound wires*

*Hanging Moss Rd & Forrest Av Replaced 5 section head North bound*

THANK YOU

**MATERIALS TOTAL:**

SUB TOTAL	
SALES TAX	
<b>INVOICE TOTAL</b>	<i>1495</i>

TAX ID #23-0700000 MS Vendor Code: VU02187520, QTY CODE C1520  
 Taxes NET 20. Paid by customer are subject to 1-1/2% monthly finance charge

**BUCKET WORKS, INC.**

**MAX BRYAN STEWART, Utility Contractor**  
**150 Wynndale Lake Rd; Terry, MS 39170**  
**601-502-7169**



<b>PROJECT NAME &amp; LOCATION</b>		<b>DATE:</b> 7-24-24	
Cooper Rd + Wheatley		<b>INVOICE #</b>	
Remove + Rebuild + Replace 3 Signals			
<b>LABOR DESCRIPTION</b>	<b>HOURLY RATE</b>	<b>HOURS WORKED</b>	<b>EXTENDED TOTAL</b>
LIGHTING TECHNICIAN (2 HR MIN CHARGE)	\$45.00/HR	7	315
ELECTRICIAN (2 HR MIN CHARGE)	\$45.00/HR		
TECHNICIAN LABOR (2 HR MIN CHARGE)	\$25.00/HR	7	175
<b>LABOR TOTAL</b>			490
<b>EQUIPMENT DESCRIPTION</b>	<b>HOURLY RATE</b>	<b>HOURS WORKED</b>	<b>EXTENDED TOTAL</b>
BUCKET TRUCK (2 HR MIN CHARGE)	\$40.00/HR	7	280
SERVICE TRUCK	\$25.00/HR	4	100
<b>EQUIPMENT TOTAL</b>			380
<b>MATERIAL DESCRIPTION</b>	<b>QTY</b>	<b>UNIT COST</b>	<b>EXTENDED TOTAL</b>
Building materials, including electrical, have seen a 20-25% incl in recent months; pricing may reflect this increase			
THANK YOU			
<b>MATERIALS TOTAL</b>			
<b>SUB TOTAL</b>			
<b>SALES TAX</b>			
<b>INVOICE TOTAL</b>		870	

TAX ID #28-058-535; MS Vendor Code: V0002197920; OBJ CODE 81520  
 Terms: NET 30 Past due Invoices are subject to 1-1/2% monthly finance charge

**BUCKET WORKS, INC.**

MAX BRYAN STEWART, Utility Contractor  
 160 Wymedale Lane Rd; Terry, MS 39170  
 601-802-7188

PROJECT NAME & LOCATION		DATE	INVOICE #
Mejor E... & ...			
LABOR DESCRIPTION			
LIGHTING TECHNICIAN (2 HR MIN CHARGE)	HOURLY RATE	HOURS WORKED	EXTENDED TOTAL
ELECTRICIAN (2 HR MIN CHARGE)	\$45.00/HR	6	270
TECHNICIAN LABOR (2 HR MIN CHARGE)	\$25.00/HR	6	150
<b>LABOR TOTAL</b>			
	HOURLY RATE	HOURS WORKED	EXTENDED TOTAL
BUCKET TRUCK (2 HR MIN CHARGE)	\$40.00/HR	6	240
SERVICE TRUCK	\$25.00/HR	4	100
<b>EQUIPMENT TOTAL</b>			
MATERIAL DESCRIPTION			
Removed & replaced overhead wires replaced red LED overhead lights replaced black visor with			
<b>THANK YOU</b>			
		QTY	UNIT COST
		<b>EQUIPMENT TOTAL</b>	
		<b>SUB TOTAL</b>	
		<b>SUBTOTAL</b>	
		<b>SALES TAX</b>	
		<b>INVOICE TOTAL</b>	
		<b>750</b>	

TAX ID 62-042428; MS Vendor Code: V000210702X; OBJ CODE 61520  
 Terms: NET 30. Paid due amounts are subject to 1.125% monthly finance charge



19



**ORDER RATIFYING PROCUREMENT OF SERVICES FROM  
UNIVERSAL SERVICES, LLC AND AUTHORIZING PAYMENTS TO  
SAID VENDOR**

OFFICE OF THE CITY CLERK  
CITY OF JACKSON, MISSISSIPPI  
*[Signature]*

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

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

**WHEREAS**, the repair services set forth in certain invoices attached hereto where provided to the City's buildings; and

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

**IT IS, THEREFORE, ORDERED** that the procurement of the repair services in the attached invoices is hereby ratified.

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

Universal Services, LLC	\$7,384.00
Total	\$7,384.00

Agenda Item No. 19  
9.10.2024  
(Wright, Lumumba)

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

August 29, 2024  
**DATE**

(as revised 3/6/01)

<b>P O I N T S</b>		<b>C O M M E N T S</b>			
1.	<b>Brief Description / Purpose</b>	<b>ORDER RATIFYING PROCUREMENT OF SERVICES FROM UNIVERSAL SERVICES, LLC AND AUTHORIZING PAYMENTS TO SAID VENDOR</b>			
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life			
3.	<b>Who will be affected</b>	City employees in the buildings where repairs were made; and citizens using Grove Park Community Center			
4.	<b>Benefits</b>	The Building Maintenance Division will pay past due invoices for repair services provide by Universal Services, LLC at several City buildings.			
5.	<b>Schedule (beginning date)</b>	Scheduled date following City Council Approval			
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Hood Building, Grove Park, Central Fire Station			
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Public Works			
8.	<b>COST</b>	\$7,384.00			
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input checked="" type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	Acct#.	001.453.00.6461	001.441.70.6317	005.501.25.6461
10.	<b>EBO participation</b>	ABE _____ %	WAIVER	yes ___ no ___	N/A ___
		AABE _____ %	WAIVER	yes ___ no ___	N/A ___
		WBE _____ %	WAIVER	yes ___ no ___	N/A ___
		HBE _____ %	WAIVER	yes ___ no ___	N/A ___
		NABE _____ %	WAIVER	yes ___ no ___	N/A ___





City of Jackson  
Department of Public Works

### Council Agenda Item Memorandum

To: Honorable Chokwe A. Lumumba, Mayor

From: Louis Wright, CAO  
Department of Public Works

Date: August 30, 2024

**Agenda Item:** ORDER RATIFYING PROCUREMENT OF SERVICES FROM UNIVERSAL SERVICES, LLC AND AUTHORIZING PAYMENTS TO SAID VENDOR

**Council Meeting:** Regular Council Meeting September, 2024

**Purpose:** Ratify repair services by Universal Services, LLC at the Hood Building, Central Fire Station, and Grove Park.

**Cost:** \$7,384.00

**Funding Sources:** Account#: 001.453.00.6461  
001.441.70.6317  
005.501.25.6461

**Schedule/Time:** September 10, 2024  
**DPW Manager:** Stanley Arnold

**Background:** The Building Maintenance Division will pay past due invoices for repair services provide by Universal Services, LLC at several City buildings.



**City of Jackson  
Department of Public Works**

**Council Agenda Item Memorandum**

To: Honorable Chokwe A. Lumumba, Mayor

From: Louis Wright, CAO  
Department of Public Works

*LW*

Date: August 22, 2024

**Agenda Item:** **ORDER RATIFYING PURCHASES AND  
PROCUREMENT OF SERVICES FROM CERTAIN  
VENDOR AND AUTHORIZING PAYMENT TO SAID  
VENDOR**

**Council Meeting:** Regular Council Meeting August 27, 2024

**Purpose:** The Building Maintenance Division will use these funds to pay overdue payment for maintenances provide by Universal Services, LLC and throughout the City of Jackson.

**Cost:** \$7,384.00

**Project/Contract Type:** N/A

**Funding Source:** Account#: 001.453.00.6461  
001.441.70.6317  
005.501.25.6461

**Schedule/Time:** September 10, 2024  
**DPW Manager:** Stanley Arnold

**Background:** The Building Maintenance Division will use these funds to pay overdue payment for maintenances provide by certain vendor throughout the City of Jackson.

**Office of the City Attorney**

455 East Capitol Street  
Post Office Box 2179  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1750

## OFFICE OF THE CITY ATTORNEY

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This **ORDER RATIFYING PROCUREMENT OF SERVICES FROM UNIVERSAL SERVICES, LLC AND AUTHORIZING PAYMENTS TO SAID VENDOR** is legally sufficient for placement in NOVUS Agenda.



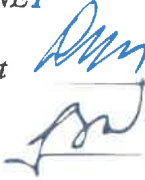
**DREW MARTIN, CITY ATTORNEY**

9/13/24

**DATE**

Sondra Moncure, *Special Assistant*

Terry Williamson, *Legal Counsel*



Universal Services, LLC  
1241 Hwy 63 N  
Leakesville, MS 39451  
601 394-4510



001.453.00.6466

## Invoice 28208

<b>Bill to:</b> City of Jackson Finance Division/Accounts Paya PO Box 17 Jackson, MS 39205	<b>Job:</b> Hood Building
--	------------------------------

<b>Invoice #:</b> 28208 <b>Date:</b> 06/27/24	<b>Customer P.O. #:</b> 77240374
<b>Payment Terms:</b> Net 30	<b>Salesperson:</b>
<b>Customer Code:</b> CITY OF JA	

Remarks: Hood Building WO# TR4221

Quantity	Description	U/M	Unit Price	Extension
1.000			3,310.000	3,310.00
			<b>Total:</b>	<b>3,310.00</b>
			<b>Current Due:</b>	<b>3,310.</b>

Hood Bldg

Remove and replace approximately 120' of 2" and 1 1/2" insulation located on 2nd floor.

001.453.00.6464

Universal Services, LLC  
1241 Hwy 63 N  
Leakesville, MS 39451  
601 394-4510



# Invoice 28351

<b>Bill to:</b> City of Jackson Finance Division/Accounts Paya PO Box 17 Jackson, MS 39205	<b>Job:</b> Hood Building
--	------------------------------

<b>Invoice #:</b> 28351 <b>Date:</b> 08/22/24 <b>Payment Terms:</b> Net 30 <b>Customer Code:</b> CITY OF JA	<b>Customer P.O. #:</b> 77240666 <b>Salesperson:</b>
---	---

Remarks: Hood Building WO# TR4326

Quantity	Description	U/M	Unit Price	Extension
6.000	Jackson Technician (OT)	HRS	165.000	990.00
6.000	Jackson Technician & Helper (OT)	HRS	225.000	1,350.00
1.000	Materials		420.000	420.00
1.000	Truck Charge	EA	40.000	40.00
			<b>Total:</b>	<b>2,800.00</b>
			<b>Current Due:</b>	<b>2,800.00</b>

Drain system.  
Cut out and replace bad piping.  
Refill system and restart.

001.441.70.6317

Universal Services, LLC  
1241 Hwy 63 N  
Leakesville, MS 39451  
601 394-4510



## Invoice 28367

Bill to: City of Jackson Finance Division/Accounts Paya PO Box 17 Jackson, MS 39205	Job: Central Fire Station
---	------------------------------

Invoice #: 28367	Date: 08/22/24	Customer P.O. #: 77240732
Payment Terms: Net 30	Salesperson:	
Customer Code: CITY OF JA		

Remarks: Central Fire Station WO# TR4278

Quantity	Description	U/M	Unit Price	Extension
1.000			784.000	784.00
			<b>Total:</b>	<b>784.00</b>
			<b>Current Due:</b>	<b>784.00</b>

Replace evaporator temperature sensor.

Parts: \$294.00  
Labor: \$490.00

001. 005. 506. 25. 646

Universal Services, LLC  
1241 Hwy 63 N  
Leakesville, MS 39451  
601 394-4510



# Invoice 28368

Bill to: City of Jackson Finance Division/Accounts Paya PO Box 17 Jackson, MS 39205	Job: Grove Park
---	--------------------

Invoice #: 28368 Payment Terms: Net 30 Customer Code: CITY OF JA	Date: 08/22/24	Customer P.O. #: 77240736 Salesperson:
--	----------------	---

Remarks: Grove Park WO# TR4288

Quantity	Description	U/M	Unit Price	Extension
1.000			490.000	490.00
			<b>Total:</b>	<b>490.00</b>
			<b>Current Due:</b>	<b>490.00</b>

Rewire thermostat and air handler.

Labor: \$490.00





20



**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  
 9/10/24  
 15123

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

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

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

**IT IS, THEREFORE, ORDERED** that the procurement of the parts and repair services set forth in the attached invoices is hereby ratified.

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

GRAINGER	\$579.04
CUMMINS SALES AND SERVICES	\$3,764.19
MAC HAIK FORD	\$11,470.00
ON THE WAY SERVICES, LLC	\$1000.00
OLD SCHOOL, LLC	\$1000.00
LANDON'S WORLD AUTO	\$225.00

Total \$18,038.00

Agenda Item No. 20  
 9.10.2024  
 (Wright, Lumumba)

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

September 3, 2024

**DATE**

(as revised 3/6/01)

<b>POINTS</b>		<b>COMMENTS</b>			
1.	<b>Brief Description / Purpose</b>	<b>ORDER RATIFYING PROCUREMENT OF PARTS AND REPAIR SERVICES BY THE MUNICIPAL GARAGE FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS</b>			
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	6. Infrastructure and Transportation			
3.	<b>Who will be affected</b>	Departments using the Municipal Garage for repairs or to obtain outside repairs			
4.	<b>Benefits</b>	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.	<b>Schedule (beginning date)</b>	Upon approval			
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ <b>WARD</b></li> <li>▪ <b>CITYWIDE (yes or no) (area)</b></li> <li>▪ <b>Project limits if applicable</b></li> </ul>	City Wide			
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b> <input checked="" type="checkbox"/></li> <li>▪ <b>Consultant</b> <input type="checkbox"/></li> </ul>	Department of Public Works			
8.	<b>COST</b>	\$50,621.26			
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b> <input checked="" type="checkbox"/></li> <li>▪ <b>Grant</b> <input type="checkbox"/></li> <li>▪ <b>Bond</b> <input type="checkbox"/></li> <li>▪ <b>Other</b> <input type="checkbox"/></li> </ul>	Several Accounts			
10.	<b>EBO participation</b>	ABE _____ %      WAIVER    yes ___ no ___      N/A _____ AABE _____ %      WAIVER    yes ___ no ___      N/A _____ WBE _____ %      WAIVER    yes ___ no ___      N/A _____ HBE _____ %      WAIVER    yes ___ no ___      N/A _____ NABE _____ %      WAIVER    yes ___ no ___      N/A _____			



**City of Jackson  
Department of Public Works**

**Council Agenda Item Memorandum**

**To:** Hon. Chokwe A. Lumumba, Mayor

**From:** Louis Wright, CAO

**Date:** September 3, 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, September 10, 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:**

**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 one unpaid vendor will not complete repairs to City Fire Department equipment until they have been paid.

Please let me know if you have any questions.

Office of the City Attorney

455 East Capitol Street  
Post Office Box 277  
Jackson, Mississippi 39201-0277  
Telephone: (601) 960-1755  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
9/13/21



## 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*

9/13/21  
\_\_\_\_\_  
DATE

Sondra Moncure, *Special Assistant*   
Terry Williamson, *Legal Counsel* 

# GRAINGER

3551 I-55 SOUTH  
JACKSON, MS 39212-4963  
www.grainger.com

PAGE 1 OF 1

## INVOICE

GRAINGER ACCOUNT NUMBER 804627511  
INVOICE NUMBER 9837454249  
INVOICE DATE 09/14/2023  
DUE DATE 10/14/2023  
AMOUNT DUE \$579.04

SHIP TO

CITY OF JACKSON  
4225 MICHAEL AVALON ST  
JACKSON MS 39209-2651

PO NUMBER: 99230388  
DEPARTMENT: MUNICIPAL GARAGE  
CALLER: STEVE WILLIAMS  
CUSTOMER PHONE: 8019601588  
ORDER NUMBER: 1492278890  
INCO TERMS: FOB DESTINATION

BILL TO  
CITY OF JACKSON  
FINANCE DIVISION AP  
PO BOX 17  
JACKSON MS 39205-0017

Pay invoices online at:  
[www.grainger.com/invoicing](http://www.grainger.com/invoicing)  
Sign up for paperless invoicing at:  
[www.grainger.com/paperlessinvoicing](http://www.grainger.com/paperlessinvoicing)

**THANK YOU!** FB NUMBER 36-1150280  
FOR QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL 1-800-472-4643

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
	38Y792	HAND DRUM PUMP, LEVER, 12 OZ. PER STROKE MANUFACTURER # 38Y792  Delivery #: 6604522747 Date: 09/14/2023 PICKED UP FROM: JACKSON BRANCH 378 3551 I-55 SOUTH, JACKSON, MS 39212-4963	2	289.52	579.04

THIS PURCHASE IS GOVERNED EXCLUSIVELY BY GRAINGER'S TERMS OF SALE, INCLUDING: (I) DISPUTE RESOLUTION REMEDIES, AND (II) CERTAIN WARRANTY AND DAMAGES LIMITATIONS AND DISCLAIMERS IN EFFECT AT THE TIME OF THE ORDER, WHICH ARE INCORPORATED BY REFERENCE HEREIN. GRAINGER'S TERMS OF SALE ARE AVAILABLE AT [WWW.GRAINGER.COM](http://WWW.GRAINGER.COM)  
PRODUCT RETURN INSTRUCTIONS ARE AVAILABLE AT [WWW.GRAINGER.COM/RETURNS](http://WWW.GRAINGER.COM/RETURNS)

INVOICE SUB TOTAL 579.04

These items are sold for domestic consumption. If exported, purchaser assumes full responsibility for compliance with US export controls. Diversion contrary to US law prohibited.  
Reprint

PAY THIS INVOICE - PAYMENT TERMS Net 30 days after inv IN U.S. DOLLARS.

**AMOUNT DUE \$579.04**

**PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT**

BILL TO:

CITY OF JACKSON  
FINANCE DIVISION AP  
PO BOX 17  
JACKSON MS 39205-0017  
UNITED STATES OF AMERICA

REMIT TO:

GRAINGER  
DEPT. 804627511  
P.O. BOX 419267  
KANSAS CITY, MO 64141-6267

804627511983745424910000579041000000010000000100000023101496

X ACCOUNT NUMBER 804627511 DATE 09/14/2023 INVOICE NUMBER 9837454249 AMOUNT DUE \$579.04

FOR COMMENTS OR CHANGE OF ADDRESS, ENTER INFORMATION ON REVERSE SIDE



# Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:  
Cummins Sales and Service  
PO Box 772639  
Detroit, MI 48277-2639

JACKSON MS BRANCH  
325 NEW HIGHWAY 49 SOUTH  
RICHLAND, MS 39218-9439  
(601)939-1800

INVOICE NO
C6-39014
TO PAY ONLINE LOGON TO customerpayment.cummins.com

### BILL TO

CITY OF JACKSON  
JOE SNOW  
PO BOX 17  
JACKSON, MS 39205-0017

JERRY SHOULDERS - 769-230-6786

PAGE 1 OF 2

\*\*\* CHARGE \*\*\*

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
01-SEP-2022	JERRY SHOULDERS		5.5 HGJAB		UNLISTED
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
139785		04-AUG-2022	B050747488		ALL
REF. NO.	SALES PERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
98708	NG038				B050747488

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN      B050747488

**COMPLAINT**      GENERATOR CRANKS BUT WILL NOT START.

**CORRECTION**      TRAILER# 0318  
 MC-GZ946      WO#98706      8/4/22 MOVED TRAILER TO SHOP CRANKED AND RAN GENERATOR.  
 I STARTED GENERATOR AT 8:30. DOOR WAS NOT OPEN TO CHECK LOAD, BUT GENERATOR STARTED UP. GENERATOR RAN FOR 1 1/2 HOURS AND SHUT DOWN ON A IGNITION FAULT THAT CAN BE WIRING / ROTOR STATOR / ING COILS OR CONTROL BOARD P-1 PINS. I REMOVED GENERATOR FROM TRAILER. 8/5/22 REMOVED TOP COVER AND FOUND ING WIRES HAD BEEN GROUNDING TO ENGINE BASE PLATE AND INTAKE GASKETS ARE LEAKING. UNIT WILL NEED ING COILS AND INTAKE GASKETS. 8/8/22 SPLIT UNIT IN HALF REMOVED BASE PAN AND ING COILS. INSTALLED NEW COILS, INSTALLED NEW INTAKE GASKETS. HOOKED UP SHOP BATTERY / FUEL TANK AND LOAD BANK THEN RAN GENERATOR UNDER FULL LOAD FOR 2 HOURS. GENERATOR RAN FINE WITH NO SHUTDOWNS OR FAULTS. HOURS UNONE 8/9/22. 8/10/22 INSTALLED GENERATOR BACK ON TRAILER RECONNECTED ALL WIRING / FUEL / AND BATTERY GENERATOR STARTED AND RAN FOR ABOUT AN HOUR AND THEN DIED. IT DID NOT RESTART. I CHECKED FAULT CODE IT WAS 45 SPEED SENCE LOST. I CHECKED P-1 CONNECTOR TO BRUSH BLOCK IT WAS GOOD. I HOOKED UP BREAK-OUT TOOL AND FOUND OPEN SHORT AT THE SLIP RINGS. I REMOVED BRUSH BLOCK AND CHECKED FOR READING AT SLIP RINGS IT HAD 0 VOLTS. GENERATOR WILL NEED ROTOR AND STATOR.

1		1	A058T424	COIL,IGNITION	ONAN	37.66	35.24	35.24	
1		1	A058T425	COIL,IGNITION	ONAN	33.45	32.87	32.87	
2		2	154-3085	GASKET-INT MFLD	ONAN	5.51	5.51	11.02	
								PARTS:	79.13
								PARTS COVERAGE CREDIT:	0.00 CR
								TOTAL PARTS:	79.13
								SURCHARGE TOTAL:	0.00
								LABOR:	1,884.90
								LABOR COVERAGE CREDIT:	0.00 CR
								TOTAL LABOR:	1,884.90
								MISC.:	0.00

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.





**Sales and Service**

JACKSON MS BRANCH  
325 NEW HIGHWAY 49 SOUTH  
RICHLAND, MS 39218-9439  
(601)939-1800

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PO Box 772639  
Detroit, MI 48277-2639

INVOICE NO
C6-39014
TO PAY ONLINE LOGON TO customerpayment.cummins.com

**BILL TO**

CITY OF JACKSON  
JOE SNOW  
PO BOX 17  
JACKSON, MS 39205-0017

JERRY SHOULDERS - 769 230-6786

PAGE 2 OF 2

\*\*\* CHARGE \*\*\*

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
01-SEP-2022	JERRY SHOULDERS		5.5 HGJAB		UNLISTED
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
139785		04-AUG-2022	B050747488		ALL
REF. NO.	SALES PERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
98708	NG038				B050747488

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN      B050747488

MISC. COVERAGE CREDIT:		0.00 CR
TOTAL MISC.:	0.00	
HAZ WASTE DISPOSAL		0.00
	LOCAL	0.00

TAX EXEMPT NUMBERS:

You saved \$3.00 on your parts.

For Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL:	1,964.03
TOTAL TAX:	0.00



# Sales and Service

JACKSON MS BRANCH  
325 NEW HIGHWAY 49 SOUTH  
RICHLAND, MS 39218-9439  
(601) 939-1800

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Cummins Sales and Service  
PO Box 772639  
Detroit, MI 48277-2639

INVOICE NO
C6-44972
TO PAY ONLINE LOGON TO customerpayment.cummins.com

### SOLD TO

CITY OF JACKSON  
JOE SNOW  
PO BOX 17  
JACKSON, MS 39205-0017

### SHIP TO

CITY OF JACKSON  
ACCT PAYABLES DIV/FIN  
PO BOX 17  
JACKSON, MS 39205

PAGE 1 OF 1

\*\*\* ON ACCOUNT CHARGE \*\*\*

CONTACT CAREY BREWER

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
28-APR-2023	88230184				
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
139785	CUSTOMER PICK UP				
REF. NO.	SALES PERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
OE-100-188294	BX217				

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
1		1	5255739	TUBE,BREATHER	CECO	96.47	96.47
1		1	5255738	TUBE,BREATHER	CECO	37.62	37.62

SIGN UP FOR AUTO EMAIL OF INVOICES AND CREDITS AT  
[HTTP://CUSTOMERPAYMENT.CUMMINS.COM](http://customerpayment.cummins.com)

TK 762

TRACKING#

FREIGHT	7.78
<b>SUB TOTAL:</b>	<b>141.87</b>

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE

**TOTAL AMOUNT: US \$ 141.87**



# Sales and Service

JACKSON MS BRANCH  
325 NEW HIGHWAY 49 SOUTH  
RICHLAND, MS 39218-9439  
(601) 939-1800

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:  
Cummins Sales and Service  
PO Box 772639  
Detroit, MI 48277-2639

INVOICE NO
C6-44471
TO PAY ONLINE LOGON TO customerpayment.cummins.com

### SOLD TO

CITY OF JACKSON  
JOE SNOW  
PO BOX 17  
JACKSON, MS 39205-0017

### SHIP TO

CITY OF JACKSON  
ACCT PAYABLES DIV/FIN  
PO BOX 17  
JACKSON, MS 39205

PAGE 1 OF 1

\*\*\* ON ACCOUNT CHARGE \*\*\*

CONTACT RANDY SPELL

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
07-APR-2023	99230139				
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
139785	CUSTOMER PICK UP				
REF. NO.	SALES PERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
OE-100-187861	HJ784				

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
1		1	5473238	KIT,WATER PUMP	CECO	274.23	274.23

SIGN UP FOR AUTO EMAIL OF INVOICES AND CREDITS AT  
[HTTP://CUSTOMERPAYMENT.CUMMINS.COM](http://customerpayment.cummins.com)  
T237

TRACKING#

**SUB TOTAL: 274.23**

Billing Inquiries? Call (877)480-6970

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**TOTAL AMOUNT: US \$ 274.23**



# Sales and Service

JACKSON MS BRANCH  
325 NEW HIGHWAY 49 SOUTH  
RICHLAND, MS 39218-9439  
(601) 939-1800

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:  
Cummins Sales and Service  
PO Box 772639  
Detroit, MI 48277-2639

INVOICE NO
C6-45254
TO PAY ONLINE LOGON TO customerpayment.cummins.com

### SOLD TO

CITY OF JACKSON  
JOE SNOW  
PO BOX 17  
JACKSON, MS 39205-0017

### SHIP TO

CITY OF JACKSON  
ACCT PAYABLES DIV/FIN  
PO BOX 17  
JACKSON, MS 39205

PAGE 1 OF 1

\*\*\* ON ACCOUNT CHARGE \*\*\*

**CONTACT** CAREY BREWER

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
09-MAY-2023	88230195				
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
139785	CUSTOMER PICK UP				
REF. NO.	SALES PERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
OE-100-188518	HJ784				

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
1		1	5259022	TENSIONER,BELT	CECO	163.88	163.88

SIGN UP FOR AUTO EMAIL OF INVOICES AND CREDITS AT  
[HTTP://CUSTOMERPAYMENT.CUMMINS.COM](http://CUSTOMERPAYMENT.CUMMINS.COM)  
TK677

TRACKING#

**SUB TOTAL: 163.88**

Billing Inquiries? Call (877)480-6970

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**TOTAL AMOUNT: US \$**

**163.88**



# Sales and Service

JACKSON MS BRANCH  
325 NEW HIGHWAY 49 SOUTH  
RICHLAND, MS 39218-9439  
(601) 939-1800

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:  
Cummins Sales and Service  
PO Box 772639  
Detroit, MI 48277-2639

INVOICE NO
C6-45119
TO PAY ONLINE LOGON TO customerpayment.cummins.com

### SOLD TO

CITY OF JACKSON  
JOE SNOW  
PO BOX 17  
JACKSON, MS 39205-0017

### SHIP TO

CITY OF JACKSON  
ACCT PAYABLES DIV/FIN  
PO BOX 17  
JACKSON, MS 39205

PAGE 1 OF 1

\*\*\* ON ACCOUNT CHARGE \*\*\*

CONTACT CAREY BREWER

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
03-MAY-2023	88230189				
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
139785	CUSTOMER PICK UP				
REF. NO.	SALES PERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
OE-100-188409	CF576				

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
1		1	4921728	SENSOR,PRESSURE	CECO	269.95	269.95

SIGN UP FOR AUTO EMAIL OF INVOICES AND CREDITS AT  
[HTTP://CUSTOMERPAYMENT.CUMMINS.COM](http://customerpayment.cummins.com)

TRACKING#

**SUB TOTAL: 269.95**

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE

**TOTAL AMOUNT: US \$ 269.95**



**Sales and Service**

JACKSON MS BRANCH  
325 NEW HIGHWAY 49 SOUTH  
RICHLAND, MS 39218-9439  
(601) 939-1800

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:  
Cummins Sales and Service  
PO Box 772639  
Detroit, MI 48277-2639

<b>INVOICE NO</b>
C6-45124
TO PAY ONLINE LOGON TO customerpayment.cummins.com

**SOLD TO**

CITY OF JACKSON  
JOE SNOW  
PO BOX 17  
JACKSON, MS 39205-0017

**SHIP TO**

CITY OF JACKSON  
ACCT PAYABLES DIV/FIN  
PO BOX 17  
JACKSON, MS 39205

PAGE 1 OF 1

\*\*\* ON ACCOUNT CHARGE \*\*\*

**CONTACT CAREY BREWER**

<b>DATE</b>	<b>CUSTOMER ORDER NO.</b>	<b>DATE IN SERVICE</b>	<b>ENGINE MODEL</b>	<b>PUMP NO.</b>	<b>EQUIPMENT MAKE</b>
03-MAY-2023	88230189				
<b>CUSTOMER NO.</b>	<b>SHIP VIA</b>	<b>FAIL DATE</b>	<b>ENGINE SERIAL NO.</b>	<b>CPL NO.</b>	<b>EQUIPMENT MODEL</b>
139785	CUSTOMER PICK UP				
<b>REF. NO.</b>	<b>SALES PERSON</b>	<b>PARTS DISP.</b>	<b>MILEAGE/HOURS</b>	<b>PUMP CODE</b>	<b>UNIT NO.</b>
OE-100-188418	BX217				

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
1		1	5473228RX	KIT,EXH RCN VALVE	DRC	941.93	941.93
1		1	4946046D	VALVE, EGR ISC/L 07	CLEAN	67.50	67.50
-1		-1	4946046D	VALVE, EGR ISC/L 07	DIRTY	67.50	67.50CR

SIGN UP FOR AUTO EMAIL OF INVOICES AND CREDITS AT  
[HTTP://CUSTOMERPAYMENT.CUMMINS.COM](http://CUSTOMERPAYMENT.CUMMINS.COM)

TK# 725

TRACKING#

**SUB TOTAL: 941.93**

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE

**TOTAL AMOUNT: US \$ 941.93**



# Sales and Service

JACKSON MS BRANCH  
325 NEW HIGHWAY 49 SOUTH  
RICHLAND, MS 39218-9439  
(601) 939-1800

Payment terms are 30 days from Invoice date unless otherwise agreed upon in writing. Remit to:  
Cummins Sales and Service  
PO Box 772639  
Detroit, MI 48277-2639

INVOICE NO
C6-45380
TO PAY ONLINE LOGON TO customerpayment.cummins.com

### SOLD TO

CITY OF JACKSON  
JOE SNOW  
PO BOX 17  
JACKSON, MS 39205-0017

### SHIP TO

CITY OF JACKSON  
ACCT PAYABLES DIV/FIN  
PO BOX 17  
JACKSON, MS 39205

PAGE 1 OF 1

\*\*\* ON ACCOUNT CHARGE \*\*\*

CONTACT CAREY BREWER

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
15-MAY-2023	88230202				
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
139785	CUSTOMER PICK UP				
REF. NO.	SALES PERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
OE-100-188632	HJ784				

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
2		2	4934278	WASHER,SEALING	CECO	4.15	8.30

SIGN UP FOR AUTO EMAIL OF INVOICES AND CREDITS AT  
[HTTP://CUSTOMERPAYMENT.CUMMINS.COM](http://CUSTOMERPAYMENT.CUMMINS.COM)  
TRK 725

TRACKING#

**SUB TOTAL: 8.30**

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE

**TOTAL AMOUNT: US \$ 8.30**



6130 I 55 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.

09:16

DATE ENTERED 28 SEP 23	YOUR ORDER NO. STOCK	DATE SHIPPED 28 SEP 23	INVOICE DATE 28 SEP 23	INVOICE NUMBER 3116718	09:16
---------------------------	-------------------------	---------------------------	---------------------------	---------------------------	-------

S  
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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

SHIP VIA		SLSM.	B/L NO.	TERMS		F.O.B.	
DELIVERED		4954	ECODE - W	TERMS		JACKSON, MS	
ORD	SHIP	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
20	20	0	9001*7320265*00	245/5	TR2 256.00	241.45	4,829.00
20	20	0	9001*1570766*22	265/6	TR2 195.00	180.10	3,602.00
							<b>PARTS RETURN POLICY</b>
							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						PARTS	8,431.00
X						SUBLET	
Customer Signature						FREIGHT	0.00
						SALES TAX	0.00
						TOTAL	\$8,431.00

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CUSTOMER COPY



\$8,431.00

6130 I 55 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.

09:16

DATE ENTERED 28 SEP 23	YOUR ORDER NO. STOCK	DATE SHIPPED 28 SEP 23	INVOICE DATE 28 SEP 23	INVOICE NUMBER 3116718	09:16
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S  
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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

SHIP VIA		SLSM.	B/L NO.	TERMS		F.O.B.		
DELIVERED		4954	ECODE - W	TERMS		JACKSON, MS		
ORD	SHIP	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT	
20	20	0	9001*7320265*00	245/5	TR2 256.00	241.45	4,829.00	
20	20	0	9001*1570766*22	265/6	TR2 195.00	180.10	3,602.00	
THANK YOU FROM ALL OF US AT MAC HAIK FORD							PARTS	8,431.00
X							SUBLET	
Customer Signature							FREIGHT	0.00
							SALES TAX	0.00
							TOTAL	\$8,431.00

Copyright 2014 CDK Global, LLC PARTS INVOICE 09/23/23 - IMAGING



CUSTOMER #: 252573  
 UNIT# PT886

226145



INVOICE

CITY OF JACKSON  
 PO BOX 17  
 JACKSON, MS  
 HOME: 601-960-1590 CONT: 601-960-1590  
 BUS: CELL: 601-960-1590

6130 I 55 N. · Jackson, MS 39211  
 Service Direct: (601) 956-7011  
 www.machaikfordjackson.com

PAGE 1

SERVICE ADVISOR: 190 JASON MASSEY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
Black	19	FORD F350 PICKUP	1FT8W3DT5KEG09761	PT886	23574/23574	T1169	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PONO.	RATE	PAYMENT	INV. DATE
01JAN19 DE			17:00 11AUG23	99230384		CHG	25AUG23
R.O. OPENED	READY	OPTIONS:					
10:53 11AUG23	09:47 25AUG23						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A							
DIESEL EXPRESS MULTIPOINT INSPECTION							
CAUSE: DIESEL EXPRESS MULTIPOINT INSPECTION							
D99PX DIESEL EXPRESS MULTIPOINT INSPECTION							
588 CPF1							
						0.00	0.00
*****							
B							
Check ac blower volume. It is very weak on high settings							
99 MAINTENANCE							
588 CPF1							
						179.50	179.50
1 KL3Z*19N619*AA FILTER - POLLEN							
						37.35	37.35
1.00 A/C DIAGNOSIS FOUND CABIN FILTER CLOGGED REPLACED CABIN FILTER							
*****							

\*\*\*\*\*  
 ESTIMATE: 0.00 11AUG23 10:53 SA: 190  
 CONTACT:  
 \*\*\*\*\*

CUSTOMER PAY ENVIRON/SUPPLIES FOR REPAIR ORDER 17.95

I would like to thank you for servicing your vehicle with us today. Should you have any comments or concerns, please feel free to call me on my direct line at 601-640-0325. I look forward to speaking to you. Have a great day!

DESCRIPTION	TOTALS
LABOR AMOUNT	179.50
PARTS AMOUNT	37.35
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	17.95
TOTAL CHARGES	234.80
LESS INSURANCE	0.00
SALES TAX	0.00
<b>PLEASE PAY THIS AMOUNT</b>	<b>234.80</b>

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER  
 The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

CUSTOMER #: 10245

215014



INVOICE

CITY OF JACKSON
PO BOX 17
JACKSON MS 39206
HOME: 601-813-5586 CONT: 601-813-5586
BUS: 601-960-1590 CELL: 601-813-5586

6130 I 55 N. Jackson, MS 39211
Service Direct: (601) 956-7011
www.machaikfordjackson.com

PAGE 1

SERVICE ADVISOR: 546 DECELL TREY

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN / OUT, TAG. Includes details for a Ford F250 pickup and service dates.

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL.

A EXPRESS SERVICE MULTI POINT INSPECTION
99PX EXPRESS SERVICE MULTI POINT INSPECTION
595 CPF1 0.00 0.00

B SHAKES WHEN BRAKES APPLIED
NWD NO WORK DONE AT THIS TIME
595 CPF1 0.00 0.00
237290 nwd

C BUMPING FEEL UNDER TRUCK ON ROUGH ROAD
99 MAINTENANCE
595 CPF1 762.75 762.75
1 7C3Z\*1000154\*BA INSULATOR 50.40 50.40 50.40
2 7C3Z\*1000154\*AB INSULATOR 51.75 51.75 103.50
2 7C3Z\*1000154\*LB INSULATOR 51.57 51.57 103.14
2 7C3Z\*1000155\*A INSULATOR 31.65 31.65 63.30
1 7C3Z\*1000154\*BA INSULATOR 50.40 50.40 50.40
2 7C3Z\*1000155\*GA INSULATOR 38.95 38.95 77.90
2 7C3Z\*1000155\*AA INSULATOR 41.62 41.62 83.24
1 \*W715132\*S439K BOLT 6.00 6.00 6.00

237301 4.50 Diag/ replaced all cab bushings and 1 missing cab bolt
D SHOWS LOW FUEL PRESSURE, HAS NO POWER
99 MAINTENANCE
595 CPF1 847.50 847.50
1 GA8Z\*9D370\*A CONTROL UNIT 51.11 38.33 38.33
1 BC3Z\*9H307\*D SENDER AND PUMP ASY 443.64 332.73 332.73
1 4L3Z\*9276\*AA GASKET 4.98 3.73 3.73
1 4L3Z\*9276\*AA GASKET 4.98 3.73 3.73

237301 5.00 Diag/ Replaced fuel pump and control module

Table with columns: STATEMENT OF DISCLAIMER, DESCRIPTION, TOTALS. Includes a disclaimer and a list of charges such as LABOR AMOUNT, PARTS AMOUNT, GAS, OIL, LUBE, etc.

CUSTOMER #: 10245

215014



INVOICE

CITY OF JACKSON
PO BOX 17
JACKSON MS 39206
HOME:601-813-5586 CONT:601-813-5586
BUS: 601-960-1590 CELL:601-813-5586

6130 I 55 N. Jackson, MS 39211
Service Direct: (601) 956-7011
www.machaikfordjackson.com

PAGE 2

SERVICE ADVISOR: 546 DECELL TREY

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN/OUT, TAG. Includes vehicle details for a Ford F250 pickup and repair dates.

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL. Shows an estimate of 372.90 for 30NOV22 at 15:16.

CUSTOMER PAY ENVIRON/SUPPLIES FOR REPAIR ORDER 50.00

I would like to thank you for servicing your vehicle with us today. Should you have any comments or concerns, please feel free to call me on my direct line at 601-640-0325. I look forward to speaking to you. Have a great day!

Table with 4 columns: Description, Labor Amount, Parts Amount, Gas/Oil/Lube, Sublet Amount, Misc. Charges, Total Charges, Less Insurance, Sales Tax, Please Pay This Amount, Totals. Includes a disclaimer and signature lines.

CUSTOMER #: 10245  
 UNIT# PT887  
 CITY OF JACKSON  
 723809 927  
 PO BOX 17  
 JACKSON, MS 39206  
 HOME: 601-813-5586 CONT: 601-813-5586  
 BUS: 601-960-1590 CELL: 601-813-5586

209424



INVOICE

6130 I 55 N. Jackson, MS 39211  
 Service Direct: (601) 956-7011  
 www.machaikfordjackson.com

PAGE 1

SERVICE ADVISOR: 546 DECELL TREY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLACK	19	FORD F350 PICKUP	1FT8W3DT7KEG09762	PT887	29968/29992	T3225	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN19 DD			17:00 27JUL22	9922873		CHG	31AUG22

R.O. OPENED      READY      OPTIONS: W-COMP:G

08:50 27JUL22      16:01 19AUG22

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CHANGE DIESEL OIL AND FILTER  
 CAUSE: CHANGE DIESEL OIL AND FILTER  
 DLOF CHANGE DIESEL OIL AND FILTER  
 543 CPF1  
 1 BC3Z\*6731\*B KIT - ELEMENT & GASKET - OIL F      29.07      21.80      21.80  
 3 XO\*15W40\*5Q3SD MOTORCRAFT SAE 15W-40  
 WSS-M2C1      28.11      28.11      84.33  
 29968 0.05 BF-100-CHANGED OIL AND FILTER

\*\*\*\*\*

B CHECK ENGINE LIGHT STAYS ON

CAUSE: .  
 12650DD EEC SYSTEM DIAGNOSIS - (QUICK TEST) - N  
 505 WF97      (N/C)  
 1 BC3Z\*9E464\*C GASKET      (N/C)  
 1 DC3Z\*9E464\*A GASKET      (N/C)  
 1 BC3Z\*9D476\*C GASKET      (N/C)  
 1 BC3Z\*9D476\*E GASKET      (N/C)  
 1 HC3Z\*9V425\*A TUBE ASY      (N/C)  
 2 HC3Z\*8527\*A RING - SEALING      (N/C)  
 2 VC\*13\*G ANTI-FREEZE      (N/C)  
 12650D45D ENGINE MODULE - DIAGNOSTIC PIN POINT  
 TEST - L  
 505 WF97      (N/C)  
 MT12650D45 SEPERATE PINPOINT TEST  
 505 WF97      (N/C)  
 9424A4 EGR COOLER ASSEMBLY - OVERHAUL  
 (9F464/9P455/9V425) - L  
 505 WF97      (N/C)  
 9424AXQ INTAKE MANIFOLD GASKETS - REPLACE  
 (6C653/9424/9433/9439/9441/9H486/9K461) - L  
 EXTRA TIME FOR A POST-REPAIR ROAD  
 505 WF97      (N/C)  
 9424AD INTAKE MANIFOLD GASKETS - REPLACE  
 (6C653/9424/9433/9439/9441/9H486/9K461) - L

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
<b>PLEASE PAY THIS AMOUNT</b>	

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER  
 The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

CUSTOMER #: 10245  
 UNIT# PT887  
 CITY OF JACKSON  
 723809 927  
 PO BOX 17  
 JACKSON, MS 39206  
 HOME: 601-813-5586 CONT: 601-813-5586  
 BUS: 601-960-1590 CELL: 601-813-5586

209424



INVOICE

6130 I 55 N. Jackson, MS 39211  
 Service Direct: (601) 956-7011  
 www.machaikfordjackson.com

PAGE 2

SERVICE ADVISOR: 546 DECELL TREY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLACK	19	FORD F350 PICKUP	1FT8W3DT7KEG09762	PT887	29968/29992	T3225	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN19 DD			17:00 27JUL22	9922873		CHG	31AUG22
R.O. OPENED	READY	OPTIONS: W-COMP:G					
08:50 27JUL22	16:01 19AUG22						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
				505 WF97			(N/C)

FC: E29 42  
 PART#: HC3Z\*9V425\*A  
 COUNT:  
 CLAIM TYPE:  
 AUTH CODE:  
 505

29992 9V425 RESTRICTED 55 VERIFY CONCERN. RAN OASIS , TEST PCM HAD CODE P0401. VISUALLY INSPECT AIR FILTER AND DUCTS. REPROGRAMMED PCM TO LATEST CALIBRATION AND RESET MAF PARAMETERS. ROAD TEST AND RETEST HAD CODE P0401. RAN PIN POINT TEST W1 NO , W2 YES .81V , W3 YES 5.0V , W4 YES .1 OHM , W5 YES O/L , W6 NO 0V , W7 YES O/L , W8 YES , AZ1 YES , AZ2 YES 12.2V , AZ3 YES .1 OHM , AZ4 YES O/L , AZ5 NO 0V, AZ6 YESA , AZ7 NO , AZ8 NO , AZ10 YES , AZ11 NO , AZ12 NO. INSPECT AND REPLACED EGR COOLER CORE.

\*\*\*\*\*

C FRONT END SHAKES BAD AT 50 MPH+  
 CAUSE: .

CS CUSTOMER STATES  
 4844 WF97

- 1 HC3Z\*3304\*A ROD ASY - DRAG LINK (N/C)
- 1 7C3Z\*3280\*D ROD (N/C)
- 1 HC3Z\*3A131\*B END ASY - DRAG LINK ROD (N/C)
- 1 KC3Z\*3E651\*G DAMPER ASY (N/C)

FC: PART#: COUNT:  
 CLAIM TYPE:  
 AUTH CODE:  
 4844

29992 3.00 cs front end shakes test drove vehicle to verify concern found drag link and steering damper with excessive clearance tires out of round R&r drag link and steering damper test drove vehicle to verify concern is repaired customer declined front tires that out of round

\*\*\*\*\*

D EXPRESS SERVICE MULTI POINT INSPECTION

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
<b>PLEASE PAY THIS AMOUNT</b>	

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(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

CUSTOMER #: 10245  
 UNIT# PT887  
 CITY OF JACKSON  
 723809 927  
 PO BOX 17  
 JACKSON, MS 39206  
 HOME: 601-813-5586 CONT: 601-813-5586  
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209424



INVOICE

6130 I 55 N. · Jackson, MS 39211  
 Service Direct: (601) 956-7011  
 www.machaikfordjackson.com

PAGE 3

SERVICE ADVISOR: 546 DECELL TREY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLACK	19	FORD F350 PICKUP	1FT8W3DT7KEG09762	PT887	29968/29992	T3225	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN19 DD			17:00 27JUL22	9922873		CHG	31AUG22
R.O. OPENED		READY	OPTIONS: W-COMP:G				

08:50 27JUL22 16:01 19AUG22

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
	99PX		EXPRESS SERVICE MULTI POINT INSPECTION				
			543 CPF1			0.00	0.00
			1 HC3Z*9601*A ELEMENT ASY - AIR CLEANER		108.36	81.27	81.27
	GBATT		BATTERY PASSES INSPECTION				
			543 CPF1			0.00	0.00
	GTIRE		TIRE IS GOOD CONDITION AT THIS TIME				
			543 CPF1			0.00	0.00
	NBK NO		BRAKE INSPECTION				
			543 CPF1			0.00	0.00

29968  
 G TIRES  
 G BATTERY

\*\*\*\*\*

\*\*\*\*\*  
 ESTIMATE: 32.26 27JUL22 08:50 SA: 546  
 CONTACT:  
 \*\*\*\*\*

I would like to thank you for servicing your vehicle with us today. Should you have any comments or concerns, please feel free to call me on my direct line at 601-640-0325. I look forward to speaking to you. Have a great day!

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.	DESCRIPTION	TOTALS
		(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE
		PARTS AMOUNT	187.40
		GAS, OIL, LUBE	0.00
		SUBLET AMOUNT	0.00
		MISC. CHARGES	0.00
		TOTAL CHARGES	227.39
		LESS INSURANCE	0.00
		SALES TAX	0.00
		<b>PLEASE PAY THIS AMOUNT</b>	<b>227.39</b>

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# INVOICE

On The Way Service  
340 Mallory Dr  
Byram, Mississippi 39272  
United States

6019661630

**Bill to**

City Of Jackson 400063  
Steve W

marshallb@jacksonms.gov

Invoice Number: 2512

Invoice Date: July 25, 2023

Payment Due: July 25, 2023

Amount Due (USD): \$200.00

Service Call  
Dis/mt

1

\$200.00

\$200.00

**Total:** \$200.00

**Amount Due (USD):** \$200.00

**Notes / Terms**

Randy TK-738

Print

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# INVOICE

On The Way Service  
340 Mallory Dr  
Byram, Mississippi 39272  
United States

6019661630

**Bill to**

City Of Jackson 400063  
Steve W

marshallb@jacksonms.gov

**Invoice Number:** 2521

**Invoice Date:** August 1, 2023

**Payment Due:** August 1, 2023

**Amount Due (USD):** \$100.00

Item	Quantity	Price	Total
Service Call Repair tire	1	\$100.00	\$100.00
<b>Total:</b>			\$100.00
<b>Amount Due (USD):</b>			<b>\$100.00</b>

**Notes / Terms**

Randy TK 628



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# INVOICE

On The Way Service  
340 Mallory Dr  
Byram, Mississippi 39272  
United States

6019661630

**Bill to**

City Of Jackson 400063  
Steve W

marshallb@jacksonms.gov

Invoice Number: 2522

Invoice Date: July 27, 2023

Payment Due: July 27, 2023

Amount Due (USD): \$310.00

			Amount
Service Call	1	\$310.00	\$310.00
Dis/mt			
		<b>Total:</b>	<b>\$310.00</b>
		<b>Amount Due (USD):</b>	<b>\$310.00</b>

**Notes / Terms**

Clarence T230

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# INVOICE

On The Way Service  
340 Mallory Dr  
Byram, Mississippi 39272  
United States

6019661630

**Bill to**

City Of Jackson 400063  
Steve W

marshallb@jacksonms.gov

**Invoice Number:** 2574

**Invoice Date:** August 22, 2023

**Payment Due:** August 22, 2023

**Amount Due (USD):** \$245.00

Invoice	Quantity	Price	Total
Dis/Mt	1	\$245.00	\$245.00
		<b>Total:</b>	\$245.00
		<b>Amount Due (USD):</b>	\$245.00

**Notes / Terms**

Sheila TR-307

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# INVOICE

On The Way Service  
340 Mallory Dr  
Byram, Mississippi 39272  
United States

6019661630

**Bill to**  
City Of Jackson 400063  
Steve W

marshallb@jacksonms.gov

**Invoice Number:** 2587

**Invoice Date:** August 29, 2023

**Payment Due:** August 29, 2023

**Amount Due (USD):** \$145.00

## Items

Service Call  
Dis/mt

1

\$145.00

\$145.00

**Total:** \$145.00

**Amount Due (USD):** \$145.00

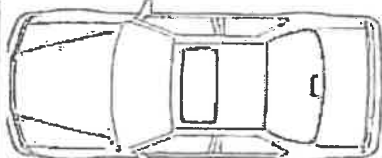



## Notes / Terms

Steve TK-735



**Old School LLC**  
 2600 Medgarevers Blvd  
 Jackson MS 39213

# ROAD SERVICE

TIME OF CALL		DATE IN		TIME OF START		TIME FINISH		REQUESTED BY		P.O /CASE #			
A.M. P.M.		10-14-23		A.M. P.M.		A.M. P.M.							
NAME								PHONE					
ADDRESS													
TK-736													
CITY													
Paved STATE ZIP													
YEAR		MAKE / MODEL		COLOR		TODOMETER							
		Freightliner				JTR							
PLATE #		STATE		VIN#									
LOCATION OF VEHICLE													
TOWED TO													
Empire													
REMARKS:													
<b>REASON FOR SERVICE</b> <input type="checkbox"/> ACCIDENT <input type="checkbox"/> BREAK DOWN <input type="checkbox"/> ABANDONED <input type="checkbox"/> UNREGISTERED <input type="checkbox"/> NO START <input type="checkbox"/> OUT OF GAS <input type="checkbox"/> FLAT TIRE <input type="checkbox"/> FIRE LANE <input type="checkbox"/> LOCK OUT <input type="checkbox"/> NO TRESPASS <input type="checkbox"/> TOW ZONE <input type="checkbox"/> ARREST <input type="checkbox"/> STOLEN <input type="checkbox"/> IMPOUNDED <input type="checkbox"/> SNOW REMOVAL <input type="checkbox"/> _____				<b>TYPE OF TOW</b> <input checked="" type="checkbox"/> <del>SHUT OFF TOW</del> <input checked="" type="checkbox"/> <del>W/ BED RAMP</del> <input type="checkbox"/> WHEEL LIFT <input type="checkbox"/> _____ <b>TOWED PER ORDER OF</b> <input type="checkbox"/> STATE POLICE <input type="checkbox"/> LOCAL POLICE <input type="checkbox"/> OWNER <input type="checkbox"/> DEALER <input type="checkbox"/> _____				PERSONALS TAKEN BY		DATE		PHONE #	
<b>SPECIAL EQUIPMENT USED</b> <input type="checkbox"/> WINCH <input type="checkbox"/> FLARES <input type="checkbox"/> DOLLIES <input type="checkbox"/> SCOTCH BLOCKS <input type="checkbox"/> RAMPS <input type="checkbox"/> SNATCH BLOCKS <input type="checkbox"/> _____				<b>OTHER SERVICES</b> <input type="checkbox"/> SWEEP <input type="checkbox"/> REMOVE AXEL <input type="checkbox"/> SECURE LOOSE PARTS <input type="checkbox"/> DEALER				<b>MILEAGE</b> FINISH _____ START _____ TOTAL _____		<b>TOWING CHARGE</b> 500.00 <b>MILEAGE</b> <b>LABOR</b>		INDICATE DAMAGED AREA(S) ON VEHICLE  KEYS LEFT YES <input type="checkbox"/> NO <input type="checkbox"/> RADIO YES <input type="checkbox"/> NO <input type="checkbox"/>	
<b>METHOD OF PAYMENT</b> <input type="checkbox"/> CASH <input type="checkbox"/> CHECK    DL # _____ <input type="checkbox"/>  <input checked="" type="checkbox"/> <b>VISA</b> <input type="checkbox"/>  EXP. DATE _____ CREDIT CARD# _____								<b>LABOR TIME</b> FINISH _____ START _____ TOTAL _____		<b>EXTRA PERSON</b> <b>SPECIAL EQUIPMENT</b> <b>STORAGE</b>			
CUSTOMER SIGNATURE  DATE _____				<input checked="" type="checkbox"/> I agree to hold the tow company liable for damages caused by theft, fire, or any other cause beyond our control to any vehicle we service				<b>EXTRA PERSON</b> FINISH _____ START _____ TOTAL _____		<b>SUB-TOTAL</b> <b>TAX</b>			
DRIVER'S SIGNATURE				DATE				DRIVER #		TRUCK #		<b>TOTAL</b> 500.00	

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We cannot be responsible for damages caused by faulty tires, bumper brackets, etc. This is the vehicle owners responsibility for lessor damages by theft, fire, or any other cause beyond our control to any vehicle we service

**Thank You!**



**Old School LLC**  
 2600 Medgarevers Blvd  
 Jackson MS 39213

# ROAD SERVICE

*PAVES STREETS*

TIME OF CALL	A.M. P.M.	DATE IN	TIME OF START	A.M. P.M.	TIME FINISH	A.M. P.M.	REQUESTED BY	P.O./CASE #		
NAME		10-14-23			PHONE					
ADDRESS		TK-736 Dump Truck								
CITY		STATE		ZIP						
YEAR	MAKE	MODEL	COLOR	ODOMETER						
PLATE #	Freight Line		STATE	VIN#						
LOCATION OF VEHICLE										
Cidg Gary										
TOWED TO										
Empire Roadland										
REMARKS:										
REASON FOR SERVICE			TYPE OF TOW			PERSONALS TAKEN BY		DATE	PHONE #	
<input type="checkbox"/> ACCIDENT	<input type="checkbox"/> BREAK DOWN	<input type="checkbox"/> SCOTCH HOST TOW				VEHICLE STORAGE TIME				
<input type="checkbox"/> ABANDONED	<input type="checkbox"/> UNREGISTERED	<input type="checkbox"/> FLAT BED/RAMP				FROM _____ TO _____ DAYS @ \$ _____		INDICATE DAMAGED AREA(S) ON VEHICLE		
<input type="checkbox"/> NO START	<input type="checkbox"/> OUT OF GAS	<input type="checkbox"/> WHEEL LIFT						KEYS LEFT YES <input type="checkbox"/> NO <input type="checkbox"/>		
<input type="checkbox"/> FLAT TIRE	<input type="checkbox"/> FIRE LANE	<input type="checkbox"/> _____						RADIO YES <input type="checkbox"/> NO <input type="checkbox"/>		
<input type="checkbox"/> LOCK OUT	<input type="checkbox"/> NO TRESPASS	TOWED PER ORDER OF								
<input type="checkbox"/> TOW ZONE	<input type="checkbox"/> ARREST	<input type="checkbox"/> STATE POLICE								
<input type="checkbox"/> STOLEN	<input type="checkbox"/> IMPOUNDED	<input type="checkbox"/> LOCAL POLICE								
<input type="checkbox"/> SNOW REMOVAL	<input type="checkbox"/> _____	<input type="checkbox"/> OWNER								
<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> DEALER								
SPECIAL EQUIPMENT USED			OTHER SERVICES			MILEAGE		TOWING CHARGE		
<input type="checkbox"/> WINCH	<input type="checkbox"/> FLARES	<input type="checkbox"/> SWEEP				FINISH _____		500.00		
<input type="checkbox"/> DOLLIES	<input type="checkbox"/> SCOTCH BLOCKS	<input type="checkbox"/> REMOVE AXEL				START _____		MILEAGE _____		
<input type="checkbox"/> RAMPS	<input type="checkbox"/> _____	<input type="checkbox"/> SECURE LOOSE PARTS				TOTAL _____		LABOR _____		
<input type="checkbox"/> SNATCH BLOCKS	<input type="checkbox"/> _____	<input type="checkbox"/> DEALER				LABOR TIME		EXTRA PERSON _____		
METHOD OF PAYMENT						FINISH _____		SPECIAL EQUIPMENT _____		
<input type="checkbox"/> CASH	<input type="checkbox"/> CHECK	DL # _____				START _____		STORAGE _____		
<input type="checkbox"/>	<input checked="" type="checkbox"/> VISA	<input type="checkbox"/>				TOTAL _____		EXTRA PERSON _____		
CREDIT CARD#	EXP. DATE					FINISH _____		SUB-TOTAL _____		
AUTHORIZED SIGNATURE	DATE					START _____		TAX _____		
X	I agree to hold this company harmless of any damages due to towing or service rendered					TOTAL _____		TOTAL 500.00		
DRIVER'S SIGNATURE	DATE					DRIVER #		TRUCK #		

We cannot be responsible for damages caused by faulty tires, bumper brackets, etc. This is the vehicle owners responsibility for lesser damages by theft, fire, or any other cause beyond our control to any vehicle we service

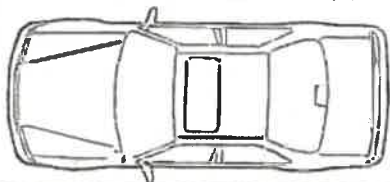


**Thank You!**

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**Landon's World Auto**  
 2600 Medgar Evers Blvd  
 Jackson Ms 39213  
 601-362-9566

# ROAD SERVICE

TIME OF CALL A.M. P.M.	DATE IN <b>3-8-24</b>	TIME OF START A.M. P.M.	TIME FINISH A.M. P.M.	REQUESTED BY	P.O./CASE #	
NAME				PHONE		
ADDRESS <b>G-70757</b>						
CITY				STATE	ZIP	
YEAR	MAKE / MODEL <b>Ford F-150</b>	COLOR <b>Blu</b>	ODOMETER			
PLATE #	STATE	VIN#				
LOCATION OF VEHICLE						
TOWED TO						
REMARKS:						
<b>REASON FOR SERVICE</b> <input type="checkbox"/> ACCIDENT <input checked="" type="checkbox"/> BREAK DOWN <input type="checkbox"/> ABANDONED <input type="checkbox"/> UNREGISTERED <input type="checkbox"/> NO START <input type="checkbox"/> OUT OF GAS <input type="checkbox"/> FLAT TIRE <input type="checkbox"/> FIRE LANE <input type="checkbox"/> LOCK OUT <input type="checkbox"/> NO TRESPASS <input type="checkbox"/> TOW ZONE <input type="checkbox"/> ARREST <input type="checkbox"/> STOLEN <input type="checkbox"/> IMPOUNDED <input type="checkbox"/> SNOW REMOVAL <input type="checkbox"/> _____		<b>TYPE OF TOW</b> <input type="checkbox"/> SLUG HOST TOW <input type="checkbox"/> FLAT BED/RAMP <input type="checkbox"/> WHEEL LIFT <input type="checkbox"/> _____ <b>TOWED PER ORDER OF</b> <input type="checkbox"/> STATE POLICE <input type="checkbox"/> LOCAL POLICE <input type="checkbox"/> OWNER <input type="checkbox"/> DEALER <input type="checkbox"/> _____		PERSONALS TAKEN BY	DATE	PHONE #
VEHICLE STORAGE TIME FROM _____ TO _____ DAYS @ \$ _____						
<b>INDICATE DAMAGED AREA(S) ON VEHICLE</b>  KEYS LEFT YES <input type="checkbox"/> NO <input type="checkbox"/> RADIO YES <input type="checkbox"/> NO <input type="checkbox"/>						
<b>SPECIAL EQUIPMENT USED</b> <input type="checkbox"/> WINCH <input type="checkbox"/> FLARES <input type="checkbox"/> DOLLIES <input type="checkbox"/> SCOTCH BLOCKS <input type="checkbox"/> RAMPS <input type="checkbox"/> SNATCH BLOCKS <input type="checkbox"/> _____ <input type="checkbox"/> _____		<b>OTHER SERVICES</b> <input type="checkbox"/> SWEEP <input type="checkbox"/> REMOVE AXEL <input type="checkbox"/> SECURE LOOSE PARTS <input type="checkbox"/> DEALER		MILEAGE	TOWING CHARGE	
METHOD OF PAYMENT				FINISH _____	<b>75.00</b>	
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK    DL # _____ <input checked="" type="checkbox"/>  <input type="checkbox"/>  EXP. DATE _____ CREDIT CARD# _____				START _____	MILEAGE	
AUTHORIZED SIGNATURE _____				TOTAL _____	LABOR	
DATE _____				LABOR TIME	EXTRA PERSON	
<input checked="" type="checkbox"/> I agree to hold this company harmless of any damages due to towing or service rendered				FINISH _____	SPECIAL EQUIPMENT	
DRIVER'S SIGNATURE _____				START _____	STORAGE	
DATE _____				TOTAL _____	EXTRA PERSON	
				FINISH _____	SUB-TOTAL	
				START _____	TAX	
				TOTAL _____	<b>75.00</b>	
		DRIVER #	TRUCK #			

We cannot be responsible for damages caused by faulty bras, bumper brackets, etc. This is the vehicle owners responsibility for lessor damages by theft, fire, or any other cause beyond our control to any vehicle we service.

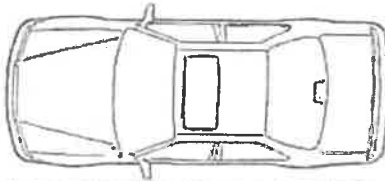


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**Landon's World Auto**  
 2600 Medgar Evers Blvd  
 Jackson Ms 39213  
 601-362-9566

**ROAD SERVICE**

TIME OF CALL A.M. P.M.	DATE IN 1-29-24	TIME OF START A.M. P.M.	TIME FINISH A.M. P.M.	REQUESTED BY	P.O./CASE #
NAME			PHONE		
ADDRESS MV-0020					
CITY 671814				STATE GA	ZIP
YEAR	MAKE / MODEL CHEV Van	COLOR	ODOMETER		
PLATE #	STATE	VIN#	Mileage		
LOCATION OF VEHICLE I55					
TOWED TO City Carj					
REMARKS:					
<b>REASON FOR SERVICE</b> <input checked="" type="checkbox"/> ACCIDENT <input type="checkbox"/> ABANDONED <input type="checkbox"/> NO START <input type="checkbox"/> FLAT TIRE <input type="checkbox"/> LOCK OUT <input type="checkbox"/> TOW ZONE <input type="checkbox"/> STOLEN <input type="checkbox"/> SNOW REMOVAL		<b>TYPE OF TOW</b> <input checked="" type="checkbox"/> SLING / HOIST TOW <input type="checkbox"/> FLAT BED/RAMP <input type="checkbox"/> WHEEL LIFT <b>TOWED PER ORDER OF</b> <input type="checkbox"/> STATE POLICE <input type="checkbox"/> LOCAL POLICE <input type="checkbox"/> OWNER <input type="checkbox"/> DEALER		PERSONALS TAKEN BY _____ DATE _____ PHONE # _____ VEHICLE STORAGE TIME FROM _____ TO _____ DAYS @ \$ _____ <b>INDICATE DAMAGED AREA(S) ON VEHICLE</b>  KEYS LEFT YES <input type="checkbox"/> NO <input type="checkbox"/> RADIO YES <input type="checkbox"/> NO <input type="checkbox"/>	
<b>SPECIAL EQUIPMENT USED</b> <input type="checkbox"/> WINCH <input type="checkbox"/> DOLLIES <input type="checkbox"/> RAMPS <input type="checkbox"/> SNATCH BLOCKS		<b>OTHER SERVICES</b> <input type="checkbox"/> SWEEP <input type="checkbox"/> REMOVE AXEL <input type="checkbox"/> SECURE LOOSE PARTS <input type="checkbox"/> DEALER		<b>MILEAGE</b> FINISH _____ START _____ TOTAL _____ <b>LABOR TIME</b> FINISH _____ START _____ TOTAL _____ <b>EXTRA PERSON</b> FINISH _____ START _____ TOTAL _____	
<b>METHOD OF PAYMENT</b> <input type="checkbox"/> CASH <input type="checkbox"/> CHECK DL# _____ <input type="checkbox"/>  <input checked="" type="checkbox"/> <b>VISA</b> <input type="checkbox"/>  EXP. DATE _____ CREDIT CARD# _____		<b>TOWING CHARGE</b> 75   00 <b>MILEAGE</b> <b>LABOR</b> <b>EXTRA PERSON</b> <b>SPECIAL EQUIPMENT</b> <b>STORAGE</b> <b>SUB-TOTAL</b> <b>TAX</b> <b>TOTAL</b> 75   00		Printed in USA by www.prima-label.com - 1-800-370-5591	
AUTHORIZED SIGNATURE _____ DATE _____ <input checked="" type="checkbox"/> I agree to hold this company harmless of any damages due to towing or service rendered		DRIVER'S SIGNATURE _____ DATE _____ DRIVER # _____ TRUCK # _____			

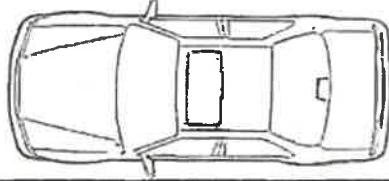



We cannot be responsible for damages caused by faulty tires, bumper brackets, etc. This is the vehicle owners responsibility for lessor damages by theft, fire, or any other cause beyond our control to any vehicle we service.

**Thank You!**



**Landon's World Auto**  
 2600 Medgar Evers Blvd  
 Jackson Ms 39213  
 601-362-9566

# ROAD SERVICE

TIME OF CALL A.M. P.M.	DATE IN 4-8-21	TIME OF START A.M. P.M.	TIME FINISH A.M. P.M.	REQUESTED BY	P.O./CASE #
NAME			PHONE		
ADDRESS G 46 498			PT-652		
CITY			STATE		ZIP
YEAR	MAKE / MODEL Ford	COLOR	ODOMETER COP = 5 miles		
PLATE #	STATE	VIN#			
LOCATION OF VEHICLE					
TOWED TO City Garage					
REMARKS:					
<b>REASON FOR SERVICE</b> <input type="checkbox"/> ACCIDENT <input type="checkbox"/> ABANDONED <input type="checkbox"/> NO START <input type="checkbox"/> FLAT TIRE <input type="checkbox"/> LOCK OUT <input type="checkbox"/> TOW ZONE <input type="checkbox"/> STOLEN <input type="checkbox"/> SNOW REMOVAL <input type="checkbox"/> BREAK DOWN <input type="checkbox"/> UNREGISTERED <input type="checkbox"/> OUT OF GAS <input type="checkbox"/> FIRE LANE <input type="checkbox"/> NO TRESPASS <input type="checkbox"/> ARREST <input type="checkbox"/> IMPOUNDED		<b>TYPE OF TOW</b> <input type="checkbox"/> SLING HOST TOW <input type="checkbox"/> FLAT BED/RAMP <input type="checkbox"/> WHEEL LIFT <input type="checkbox"/> _____ <b>TOWED PER ORDER OF</b> <input type="checkbox"/> STATE POLICE <input type="checkbox"/> LOCAL POLICE <input type="checkbox"/> OWNER <input type="checkbox"/> DEALER <input type="checkbox"/> _____		PERSONALS TAKEN BY _____ DATE _____ PHONE # _____ <b>VEHICLE STORAGE TIME</b> FROM _____ TO _____ DAYS @ \$ _____ <b>INDICATE DAMAGED AREA(S) ON VEHICLE</b>  KEYS LEFT YES <input type="checkbox"/> NO <input type="checkbox"/> RADIO YES <input type="checkbox"/> NO <input type="checkbox"/>	
<b>SPECIAL EQUIPMENT USED</b> <input type="checkbox"/> WINCH <input type="checkbox"/> DOLLIES <input type="checkbox"/> RAMPS <input type="checkbox"/> SNATCH BLOCKS <input type="checkbox"/> FLARES <input type="checkbox"/> SCOTCH BLOCKS <input type="checkbox"/> _____ <input type="checkbox"/> _____		<b>OTHER SERVICES</b> <input type="checkbox"/> SWEEP <input type="checkbox"/> REMOVE AXEL <input type="checkbox"/> SECURE LOOSE PARTS <input type="checkbox"/> DEALER		<b>MILEAGE</b> FINISH _____ START _____ TOTAL _____ <b>LABOR TIME</b> FINISH _____ START _____ TOTAL _____ <b>EXTRA PERSON</b> FINISH _____ START _____ TOTAL _____	
<b>METHOD OF PAYMENT</b> <input type="checkbox"/> CASH <input type="checkbox"/> CHECK DL # _____ <input checked="" type="checkbox"/>   <input type="checkbox"/>  EXP DATE _____ CREDIT CARD# _____		<b>TOWING CHARGE</b> 75.00 <b>MILEAGE</b> <b>LABOR</b> <b>EXTRA PERSON</b> <b>SPECIAL EQUIPMENT</b> <b>STORAGE</b> <b>SUB-TOTAL</b> <b>TAX</b>		<b>TOTAL</b> 75.00	
AUTHORIZED SIGNATURE _____ DATE _____ <input checked="" type="checkbox"/> I agree to hold this company harmless of any damages due to towing or service rendered		DRIVER'S SIGNATURE _____ DATE _____		DRIVER # _____ TRUCK # _____	

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We cannot be responsible for damages caused by faulty tires, bumper brackets, etc. This is the vehicle owners responsibility for lessor damages by theft, fire, or any other cause beyond our control to any vehicle we service

**Thank You!**



**21**



**RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI (1) DECLARING SUPPORT FOR TINY HOMES FOR HOMELESS – AFFORDABLE HOUSING PROGRAM GRANT APPLICATION WITH THE FEDERAL HOME LOAN BANK OF DALLAS SUBMITTED BY JACKSON RESOURCE CENTER IN PARTNERSHIP WITH HOPE FEDERAL CREDIT UNION (2) EXPRESSING THAT THE TINY HOME HOUSING PROJECT SUPPORTS THE CITY OF JACKSON COMMUNITY REVITALIZATION EFFORTS.**

**WHEREAS**, the City of Jackson, Mississippi, recognizes the need for innovative solutions to address the growing homelessness crisis and is committed to providing support and resources to the city's most vulnerable populations; and

**WHEREAS**, Jackson Resource Center, a not-for-profit civic corporation organized and existing under the laws of the State of Mississippi, which has been granted tax-exempt status by the Internal Revenue Service, has proposed the development of the Safe Place Safe Space Tiny Homes for Homeless Project to be located at 300 Capers Ave, Jackson, MS 39209; and

**WHEREAS**, the Safe Place Safe Space Tiny Homes Project will consist of tiny homes to serve as permanent housing for individuals and families experiencing homelessness within the City of Jackson, providing access to secure, permanent housing; and

**WHEREAS**, the Jackson Resource Center will provide onsite supportive services including but not limited to workforce development, mental and behavioral health counseling, financial literacy education, and assistance with navigating other necessary resources; and

**WHEREAS**, the City of Jackson's revitalization efforts seek to address homelessness by helping individuals and families transition to permanent housing and preventing them from returning to homelessness through comprehensive support services and affordable housing solutions; and

**WHEREAS**, the Safe Place Safe Space Tiny Homes Project aligns with the City of Jackson's commitment to improving housing stability, reducing homelessness, and fostering community development in economically disadvantaged areas of the city; and

**WHEREAS**, this project represents an important collaboration between public and private entities, supporting the City of Jackson's overarching goals to enhance the quality of life for all residents, particularly those in need of housing assistance;

**THEREFORE, BE IT RESOLVED** that the City Council of the City of Jackson, Mississippi, fully supports the Safe Place Safe Space Tiny Homes for Homeless Project located at 300 Capers Ave, Jackson, MS 39209, as it directly contributes to the City's community revitalization and homelessness reduction efforts; and

**BE IT FURTHER RESOLVED** that the City of Jackson, Mississippi, commits to working collaboratively with Jackson Resource Center and all involved partners to ensure the successful implementation and sustainability of this critical housing initiative.

**Agenda Item No. 21**  
**9.10.2024**  
**(Jackson City Council)**



22



**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE INVESTIGATION OF THE CIRCUMSTANCES SURROUNDING THE TERMINATION OF KEYSHIA SANDERS AND THE ALLEGATIONS OF MISSING CITY FUNDS. (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 former employee, Keyshia Sanders, was allegedly terminated because of allegations involving at least a million dollars of City funds reportedly being missing; and

**WHEREAS**, it is in the best interest of the citizens of the City of Jackson that the allegations of missing City funds be investigated and that all City funds be properly accounted for.

**THEREFORE, IT IS HEREBY ORDERED**, that the City Council of Jackson, Mississippi hereby authorizes the investigation of the circumstances surrounding the termination of Keyshia Sanders and the allegations of missing City funds.

**SO ORDERED**, this the 10th day of September, 2024.

Agenda Item # 22  
Agenda Date: September 10, 2024  
BY: STOKES





23

