

**REGULAR MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
October 8, 2024
AGENDA
10:00 AM**

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **PASTOR ARTHUR BRIDGES, II OF GREATER PEARLIE GROVE
MISSIONARY BAPTIST CHURCH**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

2. **NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA
ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND
WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED
BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE
ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE
REMOVED FROM THE CONSENT AGENDA AND CONSIDERED
SEPARATELY."**
3. **APPROVAL OF THE SEPTEMBER 10, 2024 REGULAR CITY COUNCIL
MEETING MINUTES. (S. JORDAN, LINDSAY)**
4. **APPROVAL OF THE SEPTEMBER 11, 2024 SPECIAL CITY COUNCIL
MEETING MINUTES. (S. JORDAN, LINDSAY)**
5. **APPROVAL OF THE SEPTEMBER 16, 2024 REGULAR ZONING
COUNCIL MEETING MINUTES. (S. JORDAN, LINDSAY)**
6. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT
BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT
ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF
PRIVATE PROPERTY LOCATED AT 349 SAVANNA ST WAY PARCEL
613-198 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH,
SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE
ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE
REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR**

DISTRICT 71. (KEETON, LUMUMBA)

7. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 301 SAVANNA ST PARCEL 613-154 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71. (KEETON, LUMUMBA)**
8. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 145 SAVANNA ST PARCEL 613-44 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71. (KEETON, LUMUMBA)**
9. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 2005 WILL-O-WISP WAY PARCEL 213-121 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71. (KEETON, LUMUMBA)**
10. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 415 ALTA WOODS BLVD PARCEL 213-293 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71. (KEETON, LUMUMBA)**
11. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISE, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 2033 WILL-O-WISP WAY PARCEL 213-124 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71. (KEETON, LUMUMBA)**
12. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF**

STATE PROPERTY LOCATED AT 2012 WILLOW WAY PARCEL 213-163 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71. (KEETON, LUMUMBA)

13. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF STATE PROPERTY LOCATED AT 1935 WILL-O-WISP WAY PARCEL 213-104 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71. (KEETON, LUMUMBA)**
14. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 1911 ALTA WOODS BLVD PARCEL 213-42 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71. (KEETON, LUMUMBA)**
15. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 1610 PLEASANT AVE PARCEL 99-10-2 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM. (KEETON, LUMUMBA)**
16. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 1912 WILLOW WAY PARCEL 213-144 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71. (KEETON, LUMUMBA)**
17. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 133 SAVANNA ST PARCEL 613-47 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED**

SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71. (KEETON, LUMUMBA)

18. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 5805 PEPPER RIDGE RD PARCEL 737-435 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM. (KEETON, LUMUMBA)**
19. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 6543 GEORGE WASHINGTON DR PARCEL 805-137-10 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM. (KEETON, LUMUMBA)**
20. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 3450 FONTAINE AVE PARCEL 422-179 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM. (KEETON, LUMUMBA)**
21. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 6762 HARRY S TRUMAN PARCEL 804-703 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM. (KEETON, LUMUMBA)**
22. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 1319 ROBINSON ST. PARCEL 152-25 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM. (KEETON, LUMUMBA)**
23. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT**

BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE LOCATED AT 6240 BROWN ST. PARCEL 707-52 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM. (KEETON, LUMUMBA)

24. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 3521 EDWARDS AVE. PARCEL 425-589 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM. (KEETON, LUMUMBA)**

INTRODUCTION OF ORDINANCES

25. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI RENAMING SHORT STREET (FROM LYNCH STREET TO DEAD END) TO DR. CURTIS C. JOHNSON DRIVE. (STOKES)**

REGULAR AGENDA

26. **CLAIMS (MALEMBEKA, LUMUMBA)**
27. **PAYROLL (MALEMBEKA, LUMUMBA)**
28. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ONMED, LLC TO OFFER PRIMARY CARE SERVICES THROUGH A VIRTUAL CARE PLATFORM FOR THE RESIDENTS OF THE CITY OF JACKSON. (LUMUMBA)**
29. **ORDER AUTHORIZING THE MAYOR AND MUNICIPAL OFFICIALS TO EXECUTE THE 2024 MUNICIPAL COMPLIANCE QUESTIONNAIRE REQUIRED BY THE OFFICE OF THE STATE AUDITOR FOR THE STATE OF MISSISSIPPI. (MALEMBEKA, LUMUMBA)**
30. **ORDER ACCEPTING THE PROPOSAL OF REUNION/PENNSYLVANIA MANUFACTURERS' ASSOCIATION INSURANCE COMPANY SUBMITTED BY FISHER BROWN BOTTRELL TO PROVIDE "SPECIFIC EXCESS RISK" INSURANCE COVERAGE FOR ACTIVE AND RETIRED CITY EMPLOYEES COVERED UNDER THE CITY OF JACKSON'S MEDICAL BENEFITS PLAN FOR THE PLAN YEAR COMMENCING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2025 AND AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE SAID COVERAGE. (T. MARTIN, LUMUMBA)**
31. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL AGREEMENT AND OTHER NECESSARY DOCUMENTS WITH**

- UNITED HEALTHCARE SERVICES INC. TO SERVE AS THE TPA (THIRD PARTY ADMINISTRATOR) FOR THE CITY OF JACKSON'S EMPLOYEES/RETIREES MEDICAL BENEFITS PLAN FROM JANUARY 1, 2025 TO DECEMBER 31, 2027. (T. MARTIN, LUMUMBA)**
32. **ORDER AUTHORIZING THE MAYOR TO ENTER AN END-USER LICENSE AGREEMENT WITH CHORUS INTELLIGENCE, INC. TO PROVIDE DIGITAL INVESTIGATION SOFTWARE FOR THE JACKSON POLICE DEPARTMENT. (WADE, LUMUMBA)**
 33. **ORDER RATIFYING THE PURCHASE OF A YORK AIR-COOLED CHILLER FOR THALIA MARA HALL MADE PURSUANT TO THE MAYOR'S AUGUST 20, 2024, DECLARATION INVOKING EMERGENCY PROCUREMENT PROCEDURE. (SCOTT, LUMUMBA)**
 34. **ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM ONE (1) VENDOR AND AUTHORIZING PAYMENT TO JOHNSON CONTROLS. (KEETON, LUMUMBA)**
 35. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT BETWEEN THE CITY OF JACKSON AND MICROENTERPRISES TO EXPEND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) FUNDING FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), TOTALING \$80,359.66 FOR ECONOMIC DEVELOPMENT ACTIVITIES IN THE JACKSON METROPOLITAN STATISTICAL AREA (MSA). (KEETON, LUMUMBA)**
 36. **ORDER RATIFYING PROCUREMENT OF SERVICES FROM JOHNSON CONTROLS, INC. AND AUTHORIZING PAYMENTS TO SAID VENDOR. (WRIGHT, LUMUMBA)**
 37. **ORDER RATIFYING PROCUREMENT OF ELEVATOR REPAIRS FROM TK ELEVATOR CORPORATION AND AUTHORIZING PAYMENTS TO SAID VENDOR. (WRIGHT, LUMUMBA)**
 38. **ORDER RATIFYING PROCUREMENT OF TOWING SERVICES BY THE MUNICIPAL GARAGE FROM C&J TOWING LLC AND AUTHORIZING PAYMENTS TO SAID VENDOR. (WRIGHT, LUMUMBA)**
 39. **ORDER AUTHORIZING PROCUREMENT OF TRAFFIC SIGNAL REPAIRS FROM METRO COMMUNICATIONS AND UTILITY CONTRACTORS LLC AND AUTHORIZING PAYMENT TO SAID VENDOR. (WRIGHT, LUMUMBA)**
 40. **ORDER RATIFYING AMENDMENT NO. 1 TO THE AGREEMENT WITH REDMOND LAWN AND CLEANING SERVICE, LLC FOR CITY RIGHT-OF-WAY MAINTENANCE SERVICES. (WRIGHT, LUMUMBA)**
 41. **ORDER RATIFYING AMENDMENT NO. 1 TO THE AGREEMENT WITH PDT LOGISTICS LLC FOR MOWING AND GROUNDS MAINTENANCE WITHIN THE CITY OF JACKSON CEMETERIES. (WRIGHT, LUMUMBA)**
 42. **ORDER INCREASING THE CONTRACT AMOUNT FOR THE TERM CONTRACT WITH FISKE INTERNATIONAL GROUP, CORPORATION FOR CHIPPING AND GRINDING OF DEBRIS AT THE CITY RUBBISH FACILITY FOR THE DEPARTMENT OF PUBLIC WORKS. (WRIGHT,**

LUMUMBA)

43. ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #2 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE MILL STREET TOWN CREEK BRIDGE PROJECT, FEDERAL AID PROJECT NUMBER STP-7261-00(002)LPA/108070-701000. (WRIGHT, LUMUMBA)
44. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MS SUPPORTING TWO POLICE OFFICERS IN A PATROL CAR IN HIGH CRIME AREAS. (STOKES)
45. 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)

DISCUSSION

46. DISCUSSION: FENTANYL (STOKES)
47. DISCUSSION: MISSISSIPPI VETERANS MEMORIAL STADIUM. (STOKES)
48. DISCUSSION: \$7 MILLION BOND UPDATE (MALEMBEKA, LUMUMBA)
49. DISCUSSION: LITIGATION MATTERS (D. MARTIN)

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

50. 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

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

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

Absent: None.

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

The invocation was offered by **Bishop Dorothy Sanders Well of the Episcopal Diocese of Mississippi**.

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

The following announcements were provided to open the meeting:

- **Council Member Banks** announced the following:
 - Welcomed Supervisor Wanda Evers.

President Lindsay requested that Agenda Item No. 23 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI DECLARING A MUNICIPAL HOLIDAY IN HONOR OF CHARLES JAMES EVERS.

WHEREAS, Mr. Charles Evers served the community in many capacities in the City of Jackson and the State of Mississippi; and

WHEREAS, Mr. Charles Evers was the head of a local radio station in the City of Jackson known as WMPR; and

WHEREAS, Mr. Charles Evers has fearlessly contributed to the enhancement of the quality of life for the poor and disenfranchised citizens of the City of Jackson and the State of Mississippi; and

WHEREAS, pursuant to Section 3-3-7 of the Mississippi Code, the State of Mississippi has declared the second day of September (Labor Day) to be a legal holiday and, as the birthday of Charles James Evers falls on September 11th, the second day of September is an appropriate day to set aside as an additional observance and commemoration of the life of Charles James Evers, a prominent Civic activist and political leader.

IT IS HEREBY ORDERED by the City Council of the City of Jackson, that the second day of September be declared a municipal legal holiday in honor of Charles James Evers, in observance and commemoration of his life and his valuable contributions to the civil rights movement in this country.

IT IS FURTHER ORDERED that the second day of September be officially recognized by the City of Jackson, Mississippi, as a legal holiday commemorating both Labor Day and Charles James Evers' birthday.

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

President Lindsay recognized **Supervisor Wanda Evers** and **Carolyn Evers Cockrell**, who thanked the Jackson City Council for honoring their father, James Charles Evers.

President Lindsay recognized **Council Member Hartley** who moved, and **Council Member Banks** seconded, to amend said order to read "James Charles Evers" throughout the body of the said order. The motion prevailed by the following votes:

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

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

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI DECLARING A MUNICIPAL HOLIDAY IN HONOR OF JAMES CHARLES EVERS.

WHEREAS, Mr. James Charles Evers served the community in many capacities in the City of Jackson and the State of Mississippi; and

WHEREAS, Mr. James Charles Evers was the head of a local radio station in the City of Jackson known as WMPR; and

WHEREAS, Mr. James Charles Evers has fearlessly contributed to the enhancement of the quality of life for the poor and disenfranchised citizens of the City of Jackson and the State of Mississippi; and

WHEREAS, pursuant to Section 3-3-7 of the Mississippi Code, the State of Mississippi has declared the second day of September (Labor Day) to be a legal holiday and, as the birthday of James Charles Evers falls on September 11th, the second day of September is an appropriate day to set aside as an additional observance and commemoration of the life of James Charles Evers, a prominent Civic activist and political leader.

IT IS HEREBY ORDERED by the City Council of the City of Jackson, that the second day of September be declared a municipal legal holiday in honor of James Charles Evers, in observance and commemoration of his life and his valuable contributions to the civil rights movement in this country.

IT IS FURTHER ORDERED that the second day of September be officially recognized by the City of Jackson, Mississippi, as a legal holiday commemorating both Labor Day and James Charles Evers' birthday.

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

President Lindsay recognized **Council Member Stokes** who moved, seconded by **Council Member Hartley** to add an item to the agenda on an emergency basis, rescinding the order authorizing the Mayor to enter into an agreement with MV Contract Transportation Inc. for the provision of operations and maintenance of Jackson's Public Transportations System (JTRAN) commencing January 1, 2024. The motion failed by the following vote:

Yeas – Banks, Foote, Hartley and Stokes.

Nays – Grizzell and Lindsay.
Absent – None.

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

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There came on for Introduction, Agenda Item No. 2:

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI MODIFYING CHAPTER 26: ARTICLE XII ADDITIONAL REQUIREMENTS FOR RENTAL HOUSING. President Lindsay recognized Council Member Banks who took a straw poll to allow legal to make any amendments before the next council meeting. The vote was 6-0. President Lindsay stated that said item would be placed on the next Regular Council agenda to be held on September 24, 2024.

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There came on for Introduction, Agenda Item No. 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. President Lindsay stated that said item would be placed on the next Regular Council agenda to be held on September 24, 2024.

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ORDINANCE AMENDING SECTION 62-12 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the Neighborhood Traffic Calming Procedure was established to provide a procedure to consider, evaluate, implement and remove traffic calming measures on residential streets in the City of Jackson; and

WHEREAS, due to City funds for traffic being exhausted, several years have passed since the City has received applications for traffic calming and the traffic calming committee established by section 118-595 of the Code of Ordinances is now defunct; and

WHEREAS, there is now a need to reconstitute the committee to review a self-funded application for traffic calming under the Neighborhood Traffic Calming Procedure; and

WHEREAS, due to sporadic activity of the traffic calming committee, the operation of a separate committee is unnecessary and unduly burdensome to administer; and

WHEREAS, it is proposed that a subcommittee of the City Planning Board appointed by the chairman of that Board to meet as needed to consider traffic calming application and to otherwise perform the duties of the committee originally created by the ordinance by amending section 118-593 of the Code of Ordinances as follows:

The following words, terms and phrases, as used in this article, shall have the meanings respectively ascribed to them in this section, unless the context clearly indicates otherwise:

Arterial street means any major street in the city that serves as an avenue for the circulation of traffic onto, out of or around the city and carries high volumes of traffic.

Collector street means any two- or four-lane street that links an arterial street with another collector street or a local street.

Dwelling unit means one or more rooms physically arranged to create an independent housekeeping establishment for occupancy by one family.

Local street means any two-lane street with the primary purpose for providing access to abutting residential properties.

Traffic calming committee 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; and

WHEREAS, the Neighborhood Traffic Calming Procedure currently requires one member of fifty-one percent (51%) percent of the dwelling units having automobile access on the block of the street where a traffic calming device is requested to initiate a traffic calming study; and

WHEREAS, during the previously active period of the Traffic Calming Committee, the previous Committee enacted a regulation that required one member of seventy-six percent (76%) of the dwelling units having automobile access on the block of the street where a traffic calming device is proposed sign the petition agreeing to its installation; and

WHEREAS, the previous Committee determined that this level of support on a block was essential to maintaining cordial relations among neighbors; and

WHEREAS, based on the previous experience of the traffic calming committee, amending the ordinance to increase the threshold for initiation of a traffic calming study appears prudent for the continued efficient operation of the traffic calming committee; and

WHEREAS, to accomplish this change, sections 118-595 & 600 of the Code of Ordinances should be amended as follows:

Sec. 118-595.

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.

Sec. 118-600.

- (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) (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.

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.

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

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

Nays – None.

Absent – None.

* * * * *

The following individuals provided public comments during the meeting:

- **Lazar Hardy** expressed concerns about a beautification contract with the City of Jackson.
- **Sheila O’Flaherty** expressed concerns in regard to the impact of the JTRAN strike.
- **Bettersten Robinson** expressed concerns regarding the purchase of the property next to hers that was recently torn down.

* * * * *

ORDER APPROVING CLAIMS NUMBER 30689 to 30736 APPEARING AT PAGES 338 TO 363 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$2,843,743.95 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 30689 to 30736 appearing at pages 338 to 363, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$2,843,743.95 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	1,868,543.94
TECHNOLOGY FUND	68,303.83
PARKS & RECR. FUND	134,986.45
BUSINESS IMPROV FUND (LANDSCP)	375.98
LANDFILL/SANITATION FUND	11,935.73
STATE TORT CLAIMS FUND	22,361.84
WATER/SEWER OP & MAINT FUND	102.21
DISABILITY RELIEF FUND	81,815.69
EMPLOYEES GROUP INSURANCE FUND	6,626.50
HOUSING COMM DEV ACT (CDBG) FD	33,532.49
EMERGENCY SHELTER GRANT (ESG)	14,089.00
UNEMPLOYMENT COMPENSATION REVO	13.21
TITLE III AGING PROGRAMS	32,189.06
INFRASTRUCTURE BOND 2020 \$32M	14,160.19
TRANSPORTATION FUND	66,049.84
RESURFACING – REPAIR & REPL. FD	4,234.97
P E G ACCESS – PROGRAMMING FUND	2,611.33
CAPITAL CITY REVENUE FUND	3,296.19
MHC BLIGHT ELIMINATION PROGRAM	4,625.00

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

929

MODERNIZATION TAX	7,296.09
2019 ED BRYNE MEMORIAL JUSTICE	9,015.00
PLANNING AND DEV GRANTS	15,500.00
CDBG COVID CARES	75,000.00
PARKS & RECS GRANTS	73,338.00
ZOOLOGICAL PARK	8,965.93
LIBRARY FUND	162,250.74
DFA-SB2971-TOUGALOO CENTER	4,059.00
DFA-THALIA MARA HALL \$2M	445.00
DFA-EUBANKS HB1353	59,947.94
BELHAVEN COMMUNITY IMPROVEMENT	6,846.12
2022 CRIME GUN INTEL GRANT	51,226.68
TOTAL	<u>\$2,843,743.95</u>

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

President Lindsay recognized **Fidelis Malembeka, Chief Financial Officer**, who recommended an amendment on claims to remove a payment to Ultimate Merchant in the amount of \$14,313.12.

Council Member Banks moved; seconded by **Council Member Hartley**, to amend said order to reflect the changes as stated by **Fidelis Malembeka, Chief Financial Officer**. The motion prevailed by the following vote:

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

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

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

ORDER APPROVING CLAIMS NUMBER 30689 to 30736 APPEARING AT PAGES 338 TO 363 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$2,829,430.83 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 30689 to 30736 appearing at pages 338 to 363, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$2,829,430.83 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

	TO
	ACCOUNTS PAYABLE
FROM:	FUND
GENERAL FUND	1,854,230.82
TECHNOLOGY FUND	68,303.83
PARKS & RECR. FUND	134,986.45
BUSINESS IMPROV FUND (LANDSCP)	375.98

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

930

LANDFILL/SANITATION FUND	11,935.73
STATE TORT CLAIMS FUND	22,361.84
WATER/SEWER OP & MAINT FUND	102.21
DISABILITY RELIEF FUND	81,815.69
EMPLOYEES GROUP INSURANCE FUND	6,626.50
HOUSING COMM DEV ACT (CDBG) FD	33,532.49
EMERGENCY SHELTER GRANT (ESG)	14,089.00
UNEMPLOYMENT COMPENSATION REVO	13.21
TITLE III AGING PROGRAMS	32,189.06
INFRASTRUCTURE BOND 2020 \$32M	14,160.19
TRANSPORTATION FUND	66,049.84
RESURFACING – REPAIR & REPL. FD	4,234.97
P E G ACCESS – PROGRAMMING FUND	2,611.33
CAPITAL CITY REVENUE FUND	3,296.19
MHC BLIGHT ELIMINATION PROGRAM	4,625.00
MODERNIZATION TAX	7,296.09
2019 ED BRYNE MEMORIAL JUSTICE	9,015.00
PLANNING AND DEV GRANTS	15,500.00
CDBG COVID CARES	75,000.00
PARKS & RECS GRANTS	73,338.00
ZOOLOGICAL PARK	8,965.93
LIBRARY FUND	162,250.74
DFA-SB2971-TOUGALOO CENTER	4,059.00
DFA-THALIA MARA HALL \$2M	445.00
DFA-EUBANKS HB1353	59,947.94
BELHAVEN COMMUNITY IMPROVEMENT	6,846.12
2022 CRIME GUN INTEL GRANT	51,226.68

TOTAL **\$2,829,430.83**

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

* * * * *

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 30689 TO 30736 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 30689 to 30736 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$93,550.45 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND	TO PAYROLL FUND
GENERAL FUND		2,616,171.10
PARKS & RECR FUND		83,695.92
LANDFILL FUND		23,284.54
SENIOR AIDES		3,461.95

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

931

WATER/SEWER OPER & MAINT		61,507.37
PAYROLL	\$93,550.45	
HOUSING COMM DEV		5,143.96
TITLE III AGING PROGRAMS		5,962.95
TRANSPORTATION FUND		17,066.84
PEG ACCESS-PROGRAMMING FUND		5,452.89
2020 SAKI GRAND DOJ		7,434.55
ZOOLOGICAL PARK		25,688.19
NLC-MUNICIPAL REIMAGINING COMM		4,142.69
TOTAL		\$2,859,012.95

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

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

Nays – None.

Absent – None.

* * * * *

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.

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

President Lindsay recognized **Sondra Lee Bell, Grants Division**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

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.

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

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

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

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

Nays – None.

Absent – None.

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 owner or owners refused to claim; and

WHEREAS, contracts for asset disposal do not appear to require the implantation 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

WHEREAS, the Jackson Police Department desires to enter into an Asset Disposition Services Agreement with PropertyRoom.com, Inc. and PropertyRoom.com, Inc. and 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 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.

PropertyRoom.com

Account # 2682

Federal Tax ID: 86-0962102 #012821-PRC Sourcewell Fees & Services Addendum Sourcewell Member # 157098

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.**
 - a. **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.
 - b. **Sales Price.** "Sales Price" equals the Winning Bid plus shipping & handling, shipping insurance and sales tax paid by a Buyer.
 - c. **Payment Processing Costs.** Payment processing costs equal 3% of Sales Price ("PP Costs").
 - d. **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").
 - e. **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.
 - a. **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.
 - (1) **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.
 - (2) **Net Proceeds.** For each Portables Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.
 - (3) **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.

- (4) **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.
 - b. **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.

 - (1) **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.
 - (2) **Net Proceeds.** For each Firearm Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.

PropertyRoom.com

Account # 2682

Federal Tax ID: 86-0962102 #012821-PRC Sourcewell Fees & Services Addendum Sourcewell Member # 157098

- 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 th or subsequent attempt	\$35 / re-list
<i>Storage - light & 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.

PropertyRoom.com Account # 2682
 Federal Tax ID: 86-0962102 #012821-PRC Sourcewell Fees & Services Addendum Sourcewell Member # 157098

- (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 th 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.

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

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

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

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

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

Nays – Stokes.

Absent – None.

* * * * *

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.

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.

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

President Lindsay recognized **Angela Harris, Municipal Clerk** who provided a brief overview of said item.

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

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

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 uncleanness as to be a menace to the public health, safety, and welfare of the community; and

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

WHEREAS, hearings were held on 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 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.

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- 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.

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

President Lindsay recognized **Latonya Miller, Department of Planning and Development**, who provided a brief overview of said item.

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

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

Nays – None.

Abstention – Stokes.

Absent – None.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT AND RELATED DOCUMENTS 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.

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 Business 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.

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

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

Nays – None.

Absent – None.

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; 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 .

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.

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

President Lindsay recognized **Christine Welch, Deputy Director of the Department of Planning and Development** and **Drew Martin, City Attorney**, who provided a brief overview of said items.

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

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

Nays – None.

Absent – None.

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).

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's 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)

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—no 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) year 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.

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

President Lindsay recognized **Christine Welch, Deputy Director of the Department of Planning and Development**, who provided a brief overview of said items.

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

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

Nays – None.

Absent – None.

* * * * *

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).

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 scriveners 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.

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

President Lindsay recognized **Reginald Jefferson, Housing and Community Development and Stephanie King, Development Assistance Manager**, who provided a brief overview of said items.

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

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

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

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

IT IS, THEREFORE, ORDERED that the procurement of the services described in the attached invoices is hereby ratified and 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

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

947

Global Sector Security LLC
3953 Underwood Drive
Flowood, MS 39232

Invoice

Date	Invoice #
11/16/2023	66847

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

Quantity	Description	P.O. No.	Terms
		Rate	Amount
E.S	Labor Hour	135.00	202.50T
	Service Call Disconnect Devices For Construction On Arts Center Non-Taxable	0.00%	0.00
It's been a pleasure working with you!		Invoice Total	\$202.50

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

Phone #	Fax #
6019824585	601-982-4591

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

Remarks: PO# 77240674 FINAL BILLING

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

A Complete Flag Source,

Invoice

5295 155 North Ste A Jackson, MS 39206

Date	Invoice #
2/9/2024	46378

601-362-9333

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

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

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

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

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

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

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

Nays – None.

Absent – None.

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.

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; and

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.

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

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

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

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

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 where 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	\$6,500.00

7/16/24, 6:59 AM Mail - Victoria Okafor - Outlook

BUCKET WORKS, INC.
MAX BRYAN STEWART, Utility Contractor
150 Wynndale Lake Rd; Terry, MS 39170
601-502-7169

CITY OF JACKSON

PROJECT NAME & LOCATION <i>See below</i>		DATE: <i>7-12-24</i>	
		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>
		LABOR TOTAL	<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>
		EQUIPMENT TOTAL	<i>605</i>
MATERIAL DESCRIPTION	QTY	UNIT COST	EXTENDED TOTAL
<small>Building materials, including electrical, have seen a 20-25% incr in recent months; pricing may reflect this increase</small>			
<i>Terry Rd + McDowell - replace East board 3 sec.</i>			
<i>Watkins Dr + Bearley - re-strap West board wires</i>			
<i>Hanging Mass Rd & Forrest Av</i>			
<i>Replaced 5 section head North board</i>			
THANK YOU			
		MATERIALS TOTAL	
		SUB TOTAL	
		SALES TAX	
		INVOICE TOTAL	<i>1495</i>

TAX ID #26-0590338; MS Vendor Code: V0002197920; OBJ CODE 81520
Terms NET 30: Past due invoices are subject to 1-1/2%/month finance charge
<https://outlook.office365.com/mail/inbox/id/AAQKADQzNzEyMzA2LTQ1MzctNDQ5ZC05Nzg1LTkyZGRmZjFhNDQ3YgAQACr8mFDgEAdBmraVn51eU...>

7/26/24, 7:19 AM Mail - Victoria Okafor - Outlook

BUCKET WORKS, INC.
MAX BRYAN STEWART, Utility Contractor
150 Wynndale Lake Rd; Terry, MS 39170
601-502-7169

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

TAX ID #26-0590338; MS Vendor Code: V0002197920; OBJ CODE 81520
Terms NET 30: Past due invoices are subject to 1-1/2%/month finance charge
<https://outlook.office365.com/mail/inbox/id/AAQKADQzNzEyMzA2LTQ1MzctNDQ5ZC05Nzg1LTkyZGRmZjFhNDQ3YgAQACr8mFDgEAdBmraVn51eU...>

Mail - Victoria Orlator - Outlook

11/11/24, 1:30 AM

BUCKET WORKS, INC.
 MAX BRYAN STEWART, Utility Contractor
 160 Wynnale Lane Rd; Terry, MS 39170
 601-502-7169

PROJECT NAME & LOCATION: *Medgar Evers & Ridgway St.* DATE: *6-24-24*
 INVOICE #

LABOR DESCRIPTION	HOURLY RATE	HOURS WORKED	EXTENDED TOTAL
LIGHTING TECHNICIAN (2 HR MIN CHARGE)	\$25.00/HR	6	150
ELECTRICIAN (2 HR MIN CHARGE)	\$45.00/HR		
TECHNICIAN LABOR (2 HR MIN CHARGE)	\$25.00/HR	6	150
LABOR TOTAL			
EQUIPMENT DESCRIPTION	HOURLY RATE	HOURS WORKED	EXTENDED TOTAL
BUCKET TRUCK (2 HR MIN CHARGE)	\$40.00/HR	6	240
SERVICE TRUCK	\$25.00/HR	4	100
EQUIPMENT TOTAL			
MATERIAL DESCRIPTION	QTY	UNIT COST	EXTENDED TOTAL
<i>REMOVED 1 CEILING OVERHEAD SIGN</i>			
<i>CEILING LED LIGHT W/SHROOD</i>			
<i>CEILING BLUE VISOR N/A</i>			
THANK YOU			
MATERIALS TOTAL			
SUB TOTAL			
SALES TAX			
INVOICE TOTAL			<i>760</i>

AX ID #25-000856; MS Vendor Code: V0002107920; OBJ CODE 81520
 Terms: NET 30. Past due invoices are subject to 1-1.5% monthly finance charge.

Council Member Hartley moved adoption; Council Member Banks seconded.

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

Nays – None.

Absent –None.

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

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 were provided to the City’s buildings; and

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

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

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

952

Total

\$7,384.00

Universal Services, LLC
1241 Hwy 63 N
Leakesville, MS 39451
601 394-4510



001.453.00.6466

Invoice 28208

Bill to: City of Jackson Finance Division/Accounts Paya PO Box 17 Jackson, MS 39205	Job: Hood Building
---	-----------------------

Invoice #: 28208 Date: 06/27/24 Payment Terms: Net 30 Customer Code: CITY OF JA	Customer P.O. #: 77240374 Salesperson:
--	---

Remarks: Hood Building WO# TR4221

Quantity	Description	U/M	Unit Price	Extension
1.000			3,310.000	3,310.00
Total:				3,310.00
Current Due:				3,310.00

Hood Bldg

Remove and replace approximately 120' of 2" and 1 1/2" insulation located on 2nd floor.

Print Date: 06/27/24

Page: 1

001.453.00.6466

Universal Services, LLC
1241 Hwy 63 N
Leakesville, MS 39451
601 394-4510



Invoice 28351

Bill to: City of Jackson Finance Division/Accounts Paya PO Box 17 Jackson, MS 39205	Job: Hood Building
---	-----------------------

Invoice #: 28351 Date: 08/22/24 Payment Terms: Net 30 Customer Code: CITY OF JA	Customer P.O. #: 77240666 Salesperson:
--	---

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
Total:				2,800.00
Current Due:				2,800.00

Drain system,
Cut out and replace bad piping.
Refill system and restart.

Print Date: 08/22/24

Page: 1

001.441.72.6317

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 Payment Terms: Net 30 Customer Code: CITY OF JA	Customer P.O. #: 77240732 Salesperson:
--	---

Remarks: Central Fire Station WO# TR4278

Quantity	Description	U/M	Unit Price	Extension
1.000			784.000	784.00
			Total:	784.00
			Current Due:	784.00

Replace evaporator temperature sensor.

Parts: \$294.00
Labor: \$490.00

Print Date: 08/22/24

Page: 1

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 Date: 08/22/24 Payment Terms: Net 30 Customer Code: CITY OF JA	Customer P.O. #: 77240736 Salesperson:
--	---

Remarks: Grove Park WO# TR4288

Quantity	Description	U/M	Unit Price	Extension
1.000			490.000	490.00
			Total:	490.00
			Current Due:	490.00

Rewire thermostat and air handler.

Labor: \$490.00

Print Date: 08/22/24

Page: 1

Council Member Banks moved adoption; Council Member Hartley seconded.

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

* * * * *

ORDER RATIFYING PROCUREMENT OF PARTS AND REPAIR SERVICES BY THE MUNICIPAL GARAGE FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS.

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

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

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

IT IS, THEREFORE, ORDERED that 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

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

955



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
PO NUMBER:	99230388
DEPARTMENT:	MUNICIPAL GARAGE
CALLER:	STEVE WILLIAMS
CUSTOMER PHONE:	8019601588
ORDER NUMBER:	1492278890
INCO TERMS:	FOB DESTINATION

SHIP TO
CITY OF JACKSON
4225 MICHAEL AVALON ST
JACKSON MS 39209-2651

BILL TO
CITY OF JACKSON
FINANCE DIVISION AP
PO BOX 17
JACKSON MS 39205-0017

Pay invoices online at:
www.grainger.com/invoicing
Sign up for paperless invoicing at:
www.grainger.com/paperlessinvoicing

THANK YOU! FB NUMBER 38-1150286
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
INVOICE SUB TOTAL					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. PRODUCT RETURN INSTRUCTIONS ARE AVAILABLE AT WWW.GRAINGER.COM/RETURNS

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



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
C6-39014
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
			B050747488				

MISC. COVERAGE CREDIT: 0.00 CR
TOTAL MISC.: 0.00
HAZ WASTE DISPOSAL 0.00

TAX EXEMPT NUMBERS:

LOCAL 0.00

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

956



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	
C6-39014	
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
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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
								79.13
PARTS:								
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



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	
C6-44972	
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
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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
SUB TOTAL: 141.87

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

957



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



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

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

958



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



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
C6-45124
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

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-100-188418	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

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

959



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



6130 I 55 N. Jackson, MS 39211
Parts Direct: (601) 956-7008
www.machalkjacksonford.com

THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS.

09:16	DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER	09:16
	28 SEP 23	STOCK	28 SEP 23	28 SEP 23	3116718	

SOLD TO ACCOUNT NO. COJ
CITY OF JACKSON
PO BOX 17
JACKSON, MS 39206
(601) 960-1593

SHIP TO PAGE 1 OF 1
W-COMP: FO=W

SHIP VIA	DELIVERD	SLSM	BAL NO.	TERMS	F.O.B.	JACKSON, MS	
		4954	ECODE - W	TERMS			
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 Customer Signature						SUBLET	
						FREIGHT	0.00
						SALES TAX	0.00
						TOTAL	\$8,431.00

PARTS RETURN POLICY
A copy of this invoice is required.
A 10% restocking fee will apply.
Cores must be returned in original Box to receive credit.
Purchases paid by check, must wait 10 business days for refund.
Returned parts must be new, complete, and in original package.
Parts that have been installed, or tested, are not eligible for return.

CUSTOMER COPY

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

960

CUSTOMER #: 252573
UNIT# PT886

226145



INVOICE

6130 I 55 N. · Jackson, MS 39211
Service Direct: (601) 956-7011
www.machaikfordjackson.com

CITY OF JACKSON
PO BOX 17
JACKSON, MS
HOME: 601-960-1590

PAGE 1

CONT: 601-960-1590
CELL: 601-960-1590

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	PO NO.	RATE	PAYMENT	INV. DATE
01JAN19	DD		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							
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							
1 KL3Z*19N619*AA FILTER - POLLEN							
						37.35	179.50
						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

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
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CUSTOMER #: 10245

215014



INVOICE

6130 I 55 N. · Jackson, MS 39211
Service Direct: (601) 956-7011
www.machaikfordjackson.com

CITY OF JACKSON
PO BOX 17
JACKSON MS 39206
HOME: 601-813-5586
BUS: 601-960-1590

PAGE 1

CONT: 601-813-5586
CELL: 601-813-5586

SERVICE ADVISOR: 546 DECELL TREY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
Dk-blue-pe	11	FORD F250 PICKUP	1FDBF2A68BEA63824	PT693	237290/237301	T3153	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JUL10	DD	14JUN10	17:00 30NOV22	99230227		CHG	13DEC22
R.O. OPENED		READY	OPTIONS: W-COMP:G STK:L0091 ENG:8 7) STK#-L0091				
15:16 30NOV22		12:23 09DEC22	8) 44P 9) 600A				

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A							
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							

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
C							
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
2 7C3Z*1000154*AB INSULATOR						51.75	51.75
2 7C3Z*1000154*LB INSULATOR						51.57	51.57
2 7C3Z*1000155*A INSULATOR						31.65	31.65
1 7C3Z*1000154*BA INSULATOR						50.40	50.40
2 7C3Z*1000155*GA INSULATOR						38.95	38.95
2 7C3Z*1000155*AA INSULATOR						41.62	41.62
1 *W715132*S439K BOLT						6.00	6.00
237301 4.50 Diag/ replaced all cab bushings and 1 missing cab bolt							

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
D							
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
1 BC3Z*9H307*D SENDER AND PUMP ASY						443.64	332.73
1 4L3Z*9276*AA GASKET						4.98	3.73
1 4L3Z*9276*AA GASKET						4.98	3.73
237301 5.00 Diag/ Replaced fuel pump and control module							

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

961

CUSTOMER #: 10245

215014



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

INVOICE

6130 I 55 N. Jackson, MS 39211
Service Direct: (601) 956-7011
www.machalkfordjackson.com

PAGE 2

SERVICE ADVISOR: 546 DECELL TREY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
Dk-blue-pe	11	FORD F250 PICKUP	1FDBF2A68BEA63824	PT693	237290/237301	T3153	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JUL10	DE14JUN10		17:00 30NOV22	99230227		CHG	13DEC22
R.O. OPENED		READY	OPTIONS: W-COMP:G STK:L0091 ENG:8 7) STK#-L0091 8) 44P 9) 600A				
15:16 30NOV22	12:23 09DEC22						
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

ESTIMATE: 372.90				30NOV22 15:16 SA: 546			
CONTACT: *****							

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!

DESCRIPTION	TOTALS
LABOR AMOUNT	1610.25
PARTS AMOUNT	916.40
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	50.00
TOTAL CHARGES	2576.65
LESS INSURANCE	0.00
	2576.65

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.

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CUSTOMER #: 10245

209424



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

INVOICE

6130 I 55 N. Jackson, MS 39211
Service Direct: (601) 956-7011
www.machalkfordjackson.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	DE		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	39.99	39.99
3 XO*15W40*5Q3SD MOTORCRAFT SAE 15W-40						21.80	21.80
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		

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

STATEMENT OF DISCLAIMER
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DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	

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

962

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

PAGE 2



6130 I 55 N. · Jackson, MS 39211
Service Direct: (601) 956-7011
www.machaikfordjackson.com.

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	DI		17:00 27JUL22	9922873		CHG	31AUG22
R.O. OPENED		READY	OPTIONS: W-COMP:G				

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 OV , W7 YES O/L , W8 YES , AZ1 YES , AZ2 YES 12.2V , AZ3 YES .1 OHM , AZ4 YES O/L , AZ5 NO OV , 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 (N/C)
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

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.

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DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	

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

PAGE 3



6130 I 55 N. · Jackson, MS 39211
Service Direct: (601) 956-7011
www.machaikfordjackson.com.

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	DI		17:00 27JUL22	9922873		CHG	31AUG22
R.O. OPENED		READY	OPTIONS: W-COMP:G				

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!

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DESCRIPTION	TOTALS
LABOR AMOUNT	39.99
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



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

Item	Quantity	Price	Amount
Service Call Dis/mt	1	\$200.00	\$200.00
Total:			\$200.00
Amount Due (USD):			\$200.00

Notes / Terms
Randy TK-738



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	Amount
Service Call Repaired tire	1	\$100.00	\$100.00
Total:			\$100.00
Amount Due (USD):			\$100.00

Notes / Terms
Randy TK 628



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

Items	Quantity	Price	Amount
Service Call Dis/mt	1	\$310.00	\$310.00
Total:			\$310.00
Amount Due (USD):			\$310.00

Notes / Terms
Clarence T230



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

Items	Quantity	Price	Amount
Dis/Mt	1	\$245.00	\$245.00
Total:			\$245.00
Amount Due (USD):			\$245.00

Notes / Terms
Sheila TR-307



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	Quantity	Price	Amount
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 A.M. P.M.	DATE IN 10-19-23	TIME OF START A.M. P.M.	TIME FINISH A.M. P.M.	REQUESTED BY	P.O./CASE #
NAME		PHONE			
ADDRESS TK-735					
CITY		STATE		ZIP	
YEAR	MAKE / MODEL Freightliner	COLOR	ODOMETER		
PLATE #	STATE	VIN#	PAVED STREET		
LOCATION OF VEHICLE					
TOWED TO Empire					
REMARKS					
REASON FOR SERVICE		TYPE OF TOW		PERSONALS TAKEN BY	
<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"/> _____		<input checked="" type="checkbox"/> SHOCK TOW <input checked="" type="checkbox"/> FRONT BED/RAMP <input type="checkbox"/> WHEEL LIFT <input type="checkbox"/> _____		DATE	
SPECIAL EQUIPMENT USED		OTHER SERVICES		VEHICLE STORAGE TIME	
<input type="checkbox"/> WINCH <input type="checkbox"/> FLARES <input type="checkbox"/> DOLLIES <input type="checkbox"/> SCOTCH BLOCKS <input type="checkbox"/> RAMP <input type="checkbox"/> SNATCH BLOCKS		<input type="checkbox"/> SWEEP <input type="checkbox"/> REMOVE AXEL <input type="checkbox"/> SECURE LOOSE PARTS <input type="checkbox"/> DEALER		FROM _____ TO _____ DAYS @ \$ _____	
METHOD OF PAYMENT		TOWED PER ORDER OF		INDICATE DAMAGED AREA(S) ON VEHICLE	
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK DL # _____ <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER EXP. DATE _____ CREDIT CARD# _____		<input type="checkbox"/> STATE POLICE <input type="checkbox"/> LOCAL POLICE <input type="checkbox"/> OWNER <input type="checkbox"/> DEALER		KEYS LEFT YES <input type="checkbox"/> NO <input type="checkbox"/> RADIO YES <input type="checkbox"/> NO <input type="checkbox"/>	
DRIVER'S SIGNATURE		DATE		MILEAGE	
X [Signature]		9/9/23		FINISH _____	
DRIVER #		TRUCK #		TOWING CHARGE	
				500.00	
				MILEAGE	
				LABOR	
				EXTRA PERSON	
				SPECIAL EQUIPMENT	
				STORAGE	
				SUB-TOTAL	
				TAX	
				TOTAL	
				500.00	




Old School LLC
2600 Medgarevers Blvd
Jackson MS 39213

ROAD SERVICE

PAVING STREET

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 #	Freightliner		STATE		VIN#			
LOCATION OF VEHICLE								
TOWED TO								
REMARKS:								
REASON FOR SERVICE			TYPE OF TOW			PERSONALS TAKEN BY		
<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 checked="" 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			<input checked="" type="checkbox"/> SLING HOST TOW <input type="checkbox"/> FLAT BED/RAMP <input type="checkbox"/> WHEEL LIFT		
SPECIAL EQUIPMENT USED			OTHER SERVICES			VEHICLE STORAGE TIME		
<input type="checkbox"/> WINCH <input type="checkbox"/> DOLLIES <input type="checkbox"/> RAMPS <input type="checkbox"/> SNATCH BLOCKS			<input type="checkbox"/> SWEEP <input type="checkbox"/> REMOVE AXEL <input type="checkbox"/> SECURE LOOSE PARTS <input type="checkbox"/> DEALER			FROM _____ TO _____ DAYS @ \$ _____ INDICATE DAMAGED AREA(S) ON VEHICLE		
METHOD OF PAYMENT			TOWED PER ORDER OF			INDICATE DAMAGED AREA(S) ON VEHICLE		
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK DL # _____ <input checked="" type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> AMERICAN EXPRESS EXP. DATE _____ CREDIT CARD# _____ AUTHORIZED SIGNATURE _____ DATE _____			<input type="checkbox"/> STATE POLICE <input type="checkbox"/> LOCAL POLICE <input type="checkbox"/> OWNER <input type="checkbox"/> DEALER			KEYS LEFT YES <input type="checkbox"/> NO <input type="checkbox"/> RADIO YES <input type="checkbox"/> NO <input type="checkbox"/>		
<input checked="" type="checkbox"/> I agree to hold this company harmless of any damages due to towing or service rendered			MILEAGE			TOWING CHARGE		
DRIVER'S SIGNATURE _____ DATE _____			FINISH _____			500.00		
			START _____			MILEAGE		
			TOTAL _____			LABOR		
			LABOR TIME			EXTRA PERSON		
			FINISH _____			SPECIAL EQUIPMENT		
			START _____			STORAGE		
			TOTAL _____			SUB-TOTAL		
			EXTRA PERSON			TAX		
			FINISH _____			TOTAL 500.00		
			START _____					
			TOTAL _____					
			DRIVER # _____ TRUCK # _____					



Landon's World Auto
2600 Medgar Evers Blvd
Jackson Ms 39213
601-362-9566

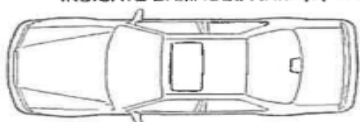
ROAD SERVICE

TIME OF CALL	A.M. / P.M.	DATE IN	TIME OF START	A.M. / P.M.	TIME FINISH	A.M. / P.M.	REQUESTED BY	P.O./CASE #
NAME	3-8-24						PHONE	
ADDRESS	G-70757							
CITY							STATE	ZIP
YEAR	MAKE / MODEL	COLOR		ODOMETER				
PLATE #	Ford F-150		Blue					
LOCATION OF VEHICLE								
TOWED TO								
REMARKS:								
REASON FOR SERVICE			TYPE OF TOW			PERSONALS TAKEN BY		
<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 checked="" 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			<input checked="" type="checkbox"/> SLING HOST TOW <input type="checkbox"/> FLAT BED/RAMP <input type="checkbox"/> WHEEL LIFT		
SPECIAL EQUIPMENT USED			OTHER SERVICES			VEHICLE STORAGE TIME		
<input type="checkbox"/> WINCH <input type="checkbox"/> DOLLIES <input type="checkbox"/> RAMPS <input type="checkbox"/> SNATCH BLOCKS			<input type="checkbox"/> SWEEP <input type="checkbox"/> REMOVE AXEL <input type="checkbox"/> SECURE LOOSE PARTS <input type="checkbox"/> DEALER			FROM _____ TO _____ DAYS @ \$ _____ INDICATE DAMAGED AREA(S) ON VEHICLE		
METHOD OF PAYMENT			TOWED PER ORDER OF			INDICATE DAMAGED AREA(S) ON VEHICLE		
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK DL # _____ <input checked="" type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> AMERICAN EXPRESS EXP. DATE _____ CREDIT CARD# _____ AUTHORIZED SIGNATURE _____ DATE _____			<input type="checkbox"/> STATE POLICE <input type="checkbox"/> LOCAL POLICE <input type="checkbox"/> OWNER <input type="checkbox"/> DEALER			KEYS LEFT YES <input type="checkbox"/> NO <input type="checkbox"/> RADIO YES <input type="checkbox"/> NO <input type="checkbox"/>		
<input checked="" type="checkbox"/> I agree to hold this company harmless of any damages due to towing or service rendered			MILEAGE			TOWING CHARGE		
DRIVER'S SIGNATURE _____ DATE _____			FINISH _____			75.00		
			START _____			MILEAGE		
			TOTAL _____			LABOR		
			LABOR TIME			EXTRA PERSON		
			FINISH _____			SPECIAL EQUIPMENT		
			START _____			STORAGE		
			TOTAL _____			SUB-TOTAL		
			EXTRA PERSON			TAX		
			FINISH _____					
			START _____					
			TOTAL _____					
			DRIVER # _____ TRUCK # _____					



Landon's World Auto
2600 Medgar Evers Blvd
Jackson Ms 39213
601-362-9566

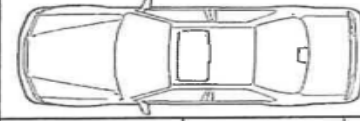
ROAD SERVICE

TIME OF CALL A.M. P.M.	DATE IN 9-29-24	TIME OF START A.M. P.M.	TIME FINISH A.M. P.M.	REQUESTED BY	P.O./CASE #
NAME				PHONE	
ADDRESS MV-0020					
CITY G-71814				STATE	ZIP
YEAR	MAKE / MODEL CHEV Van	COLOR	ODOMETER	COPR = 5 MINT	
PLATE #	STATE	VIN#	LOCATION OF VEHICLE 755		
TOWED TO City Garage					
REMARKS:					
REASON FOR SERVICE <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		TYPE OF TOW <input type="checkbox"/> SLING HOST TOW <input checked="" type="checkbox"/> FLAT BED/RAMP <input type="checkbox"/> WHEEL LIFT TOWED PER ORDER OF <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 @ \$ _____ 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"/>	
SPECIAL EQUIPMENT USED <input checked="" type="checkbox"/> WINCH <input type="checkbox"/> DOLLIES <input type="checkbox"/> RAMPS <input type="checkbox"/> SNATCH BLOCKS		OTHER SERVICES <input type="checkbox"/> SWEEP <input type="checkbox"/> REMOVE AXEL <input type="checkbox"/> SECURE LOOSE PARTS <input type="checkbox"/> DEALER		MILEAGE FINISH _____ START _____ TOTAL _____ TOWING CHARGE MILEAGE LABOR EXTRA PERSON SPECIAL EQUIPMENT STORAGE SUB-TOTAL TAX	
METHOD OF PAYMENT <input type="checkbox"/> CASH <input type="checkbox"/> CHECK DL# _____ <input checked="" type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> AMERICAN EXPRESS CREDIT CARD# _____ EXP. DATE _____ AUTHORIZED SIGNATURE _____ DATE _____ X I agree to hold this company harmless of any damages due to towing or service rendered					



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 9-8-21	TIME OF START A.M. P.M.	TIME FINISH A.M. P.M.	REQUESTED BY	P.O./CASE #
NAME				PHONE	
ADDRESS G 46 498					
CITY				STATE	ZIP
YEAR	MAKE / MODEL Ford	COLOR	ODOMETER	COPR = 5 MINT	
PLATE #	STATE	VIN#	LOCATION OF VEHICLE		
TOWED TO City Garage					
REMARKS:					
REASON FOR SERVICE <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		TYPE OF TOW <input type="checkbox"/> SLING HOST TOW <input checked="" type="checkbox"/> FLAT BED/RAMP <input type="checkbox"/> WHEEL LIFT TOWED PER ORDER OF <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 @ \$ _____ 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"/>	
SPECIAL EQUIPMENT USED <input type="checkbox"/> WINCH <input type="checkbox"/> DOLLIES <input type="checkbox"/> RAMPS <input type="checkbox"/> SNATCH BLOCKS		OTHER SERVICES <input type="checkbox"/> SWEEP <input type="checkbox"/> REMOVE AXEL <input type="checkbox"/> SECURE LOOSE PARTS <input type="checkbox"/> DEALER		MILEAGE FINISH _____ START _____ TOTAL _____ TOWING CHARGE MILEAGE LABOR EXTRA PERSON SPECIAL EQUIPMENT STORAGE SUB-TOTAL TAX	
METHOD OF PAYMENT <input type="checkbox"/> CASH <input type="checkbox"/> CHECK DL# _____ <input checked="" type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> AMERICAN EXPRESS CREDIT CARD# _____ EXP. DATE _____ AUTHORIZED SIGNATURE _____ DATE _____ X I agree to hold this company harmless of any damages due to towing or service rendered					

Council Member Hartley moved adoption; Council Member Banks second.

President Lindsay recognized Louis Wright, Chief Administrative Officer and Safiya Omari, Chief of Staff, who provided a brief overview of said items.

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

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

* * * * *

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.

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.

Council Member Banks moved adoption; Vice President Grizzell second.

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

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

There came on for consideration, Agenda Item No. 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. Said item was pulled by Council Member Stokes.

President Lindsay recognized Council Member Banks who moved, seconded by Vice President Grizzell to reconsider Agenda Item No. 21. The motion failed by the following vote:

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

There came on for Discussion Item No. 24:

DISCUSSION: BAILEY AVENUE: President Lindsay recognized Council Member Stokes who received a call near Save-A-Lot where a barrier blocked the entry way of the shopping center which caused citizens to have to go to Woodrow Wilson and turn around which is inconvenient and dangerous for the community. President Lindsay recognized Louis Wright, Chief Administrative Officer, who stated that the barrier was a temporary barricade to deal with storm drainage who stated that the Administration would investigate the longevity of the barrier.

There came on for Discussion Item No. 25:

DISCUSSION: JAYNE AVENUE PARK: President Lindsay recognized Council Member Hartley who stated that his discussion item had been resolved. President Lindsay recognized Council Member Stoke who spoke about a shooting at Jayne Avenue and asked that we do something to safeguard our parks and spoke of arranging a meeting with the District Attorney and the US Attorney in regards to gun violence. Attorney Drew Martin agreed to meet at the District Attorney’s office. President Lindsay recognized Council Member Hartley who recommended reaching out to State Representative, Zakiya Summers and Credell Calhoun who are a part of the Jayne Avenue Community Neighborhood Association.

Note: Vice President Grizzell left during the discussion.

There came on for Discussion Item No. 26:

DISCUSSION: WHEELERS PARKED IN RESIDENTIAL NEIGHBORHOODS: President Lindsay recognized Council Member Foote who stated that hiring additional Code Enforcement Officers to deal with drivers of 18 wheelers, who are parking in

neighborhoods that are not authorized and are damaging the roads. **President Lindsay** recognized **Council Member Stokes** who agreed with **Council Member Foote**, who stated that the 18-wheelers were knocking down utility poles and needed to receive hefty fines. **President Lindsay** also stated the problem was also in Ward 7 and needed to be addressed.

President Lindsay recognized **Council Member Banks** who moved, seconded by **Council Member Hartley** to add an item to the agenda on an emergency basis, Discussion of Hurricane Francine. The motion prevailed by the following vote:

Yeas – Banks, Foote, Hartley Lindsay and Stokes.

Nays – None.

Absent – Grizzell.

Note: Council Member Foote left the meeting.

There came on as the Emergency Agenda Item: **DISCUSSION: EMERGENCY PREPARATIONS READINESS FOR HURRICANE FRANCINE.** **President Lindsay** recognized **Council Member Banks** who asked the Administration about the Emergency Preparations Readiness for Hurricane Francine. **Council Member Banks** also inquired about shelters and the ordinance regarding overhanging limbs and trees and whether or not it would be enforced. **President Lindsay** recognized **Safiya Omari, Chief of Staff**, who stated that an emergency preparedness meeting was scheduled for later in the day. She also stated that there would be two shelters opened with the approval of the American Red Cross. **Ms. Omari** informed the council that the Mayor would declare a State of Emergency that would be inclusive of the ordinance on overhanging limbs and trees.

The following reports/announcements were provided during the meeting:

- **Safiya Omari, Chief of Staff** announced the following:
 - Safety reminders for the residents to follow Hurricane preparedness procedures.
 - Residents may call 311, 601-960-1111 and 601-960-1234.
 - Volunteers are needed to assist seniors in bagging sand for the storm.
- **Louis Wright, Chief Administrative Officer** announced the following:
 - Sandbags are available to residents at Central Supply located 4225 Michael Avalon Street.

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

President Lindsay announced the following:

- Finance Committee Meeting on Wednesday, September 11, 2024, at 9:00 a.m.
- Special Council Meeting on Wednesday, September 11, 2024, at 2:00 p.m.

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

971

The meeting was closed in memory of the following individuals:

- **In Memory of Jerome Patterson “Diddy Boy”**
- **In Memory of Ella Jane McDuffy**
- **In Memory of Rosie Lee Dixon-Nelson**
- **In Memory of Dr. Curtis Johnson**
- **In Memory of James Earl Jones**

* * * * *

There being no further business to come before the City Council, it was unanimously voted to adjourn until Special Council Meeting at 2:00 p.m. September 11, 2024. At 12:14 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

* * * * *

4

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 11, 2024 2:00 P.M.**

BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was called by a majority of the City Council Members and notices having been placed by the Clerk of Council at 1:38 p.m. Tuesday, September 10, 2024, in the Clerk of Council’s Office, electronic notifications to all Council Members, on the City’s website and on the public bulletin board in City Hall, relative to: (1) Ordinance of the City Council of Jackson, Mississippi preventing any administration, department head or employee of the City of Jackson from restricting, cancelling, and or decreasing the full viewable access of all budget information including expense and revenue reports, cash reports, encumbrances against all city accounts and all information pertaining to the budget of the City of Jackson on any network, software, or record kept. (2) Ordinance amending Section 2-336 of the Code of Ordinances of the City of Jackson, Mississippi, to change the name of the Constituent Services and Information Department and place functions and duties of the Office of Publications under Constituent Services and Communications Department (formerly known as the Constituent Services and Information Department). (3) Order rescinding the order authorizing the Mayor to enter into agreement with MV Contract Transportation Inc. for the provision of operations and maintenance of Jackson’s Public Transportation System (JTRAN) commencing January 1, 2024. (4) Resolution approving and adopting the municipal budget for Fiscal Year 2024-2025. (5) Discussion: Litigation. The meeting was convened in the Council Chambers located at 219 S. President Street at 2: 00 p.m. on September 11, 2024 being the second Wednesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Virgi Lindsay, Council President, Ward 7; Brian Grizzell, Council Vice President, Ward 4 (via teleconference); Ashby Foote, Ward 1; Kenneth Stokes, Ward 3; Vernon Hartley, Ward 5 and Aaron Banks, Ward 6. Directors: Louis Wright, Chief Administrative Officer; Safiya Omari, Chief of Staff; Shanekia Jordan, Clerk of Council; Sabrina Shelby, Chief Deputy Clerk of Council and Drew Martin, City Attorney.

Absent: None.

* * * * *

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

* * * * *

President Lindsay opened the meeting in a moment of silence to honor those who lost their lives as well as the heroes on September 11, 2001.

* * * * *

Council Member Banks opened the meeting in memory of the following individual:

- **In Memory of Frankie Beverly of Maze.**

* * * * *

President Lindsay requested that Agenda Item No. 2, Introduction of Ordinances be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDINANCE AMENDING SECTION 2-336 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI, TO CHANGE THE NAME OF THE CONSTITUENT SERVICES AND INFORMATION DEPARTMENT AND PLACE FUNCTIONS AND DUTIES OF THE OFFICE OF PUBLICATIONS UNDER THE CONSTITUENT SERVICES AND COMMUNICATIONS DEPARTMENT (FORMERLY KNOWN AS THE CONSTITUENT SERVICES AND INFORMATION DEPARTMENT).

WHEREAS, the governing authorities of the City of Jackson, Mississippi, previously adopted an ordinance that established various departments within the City of Jackson and defined the functions of such departments; and

WHEREAS, the governing authorities have determined the name of the Constituent Services and Information Department will now be Constituent Services and Communications Department; and

WHEREAS, the governing authorities have also determined that the functions and duties of the Office of Publications should no longer operate under the Department of Information Technology and shall be under the Constituent Services and Communications Department; and

WHEREAS, the governing authority finds that Section 2-336 of the Jackson Code of Ordinances should be amended as follows to rename the Department of Constituent Services and Information and to move the Office of Publications under Constituent Services and Communications:

Sec. 2-336. Creation; functions.

There are hereby created the following departments which shall have the following principal functions:

- (1) *Administration.* The department of administration shall perform the functions of finance and management, fleet management, purchasing and municipal court services.
- (2) *Fire.* The fire department shall perform the functions of fire prevention, suppression and education.
- (3) *Police.* The police department shall perform the functions of crime prevention and suppression, animal control, youth court, and community improvement.
- (4) *Public works.* The public works department shall perform the functions of water and sewer engineering and maintenance; streets, bridges and drainage engineering and maintenance; traffic engineering and maintenance; water/sewer business administration, right-of-way maintenance; cemetery maintenance; building maintenance; wastewater treatment plant contract administration and maintenance of wastewater collector system, solid waste collection contract administration; management of water treatment and distribution facilities; administration of the pest control contract; central supply, and custodial services.
- (5) *Human and cultural services.* The human and cultural services department shall perform the functions of senior services, early childhood education, museums, art galleries, arts centers, auditoriums and planetariums.
- (6) *Human resources.* The human resources department shall perform all human resources functions including the administration of benefits.
- (7) *Planning and development.* The planning and development department shall perform the functions of planning and zoning, developmental assistance including, but not limited to, housing, economic development and grants, federal programs, public transportation/JATTRAN, building and permits, and community improvement.
- (8) *Parks and recreation.* The parks and recreation department shall perform a variety of recreational services including maintenance, programming, athletics, special events and the administration of contract facilities.
- (9) *Constituent services and communications ~~and—information~~.* The constituent services and communications ~~information~~ department shall be responsible for the quality and content of information regarding city government. This department will serve as an information conduit for the city council, department heads, employees, and citizens. This department will also conduct site visits with businesses and citizens to identify problems and find solutions before they become unmanageable. The divisions of Action Line, Public Education and Government (PEG) Television, publications, public relations and quality of life, Office of Publications, and related duties shall be under this department.
- (10) *Municipal clerk.* The department of municipal clerk shall perform the functions of and duties of the municipal clerk as inherent by law, and those duties referenced in the

Mississippi Code Annotated (1972), as amended as belonging to the "clerk", "municipal clerk", or "city clerk". The municipal clerk shall attend all council meetings and, subsequent to the meeting, shall receive the compiled minutes from the clerk of council for recordation. The municipal clerk shall keep the official minutes of the proceedings of the council, shall have custody of records of the municipality and be responsible for record retention, and shall be responsible for publication of all matters which require publication by law. In the absence of the municipal clerk, the duties of the municipal clerk shall be performed by that person serving as the chief deputy clerk of municipality. The municipal clerk shall plan and assign work and exercise general supervision of the deputy municipal clerks, and clerical employees that are assigned to the municipal clerk.

(11) *Information technology.* The department of information technology shall perform all of the functions of information technology, information systems, ~~office of publications~~ and telecommunications.

WHEREAS, no ordinance shall be in force for one (1) month after its passage; however, any ordinance for the immediate and temporary preservation of the public peace, health or safety or for other good cause, which is adopted by unanimous vote of all members of the governing body, may be made effective from and after its passage by a unanimous vote of all members of the governing body as outlined in Section 21-13-11 of the Mississippi Code of 1972, as amended; and

WHEREAS, governing authorities of each municipality shall, not later than September 15 each year, prepare a complete budget of the municipal revenues, expenses, and working cash balances estimated for the next fiscal year; and

WHEREAS, placing the Office of Publications under Constituent Services and Communications will require a budget revision; and

WHEREAS, funds must be transferred from the Department of Information Technology to the Constituent Services and Communications Department to complete the budget by September 15, 2024.

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

Sec. 2-336. Creation; functions.

There are hereby created the following departments which shall have the following principal functions:

- (1) *Administration.* The department of administration shall perform the functions of finance and management, fleet management, purchasing and municipal court services.
- (2) *Fire.* The fire department shall perform the functions of fire prevention, suppression and education.
- (3) *Police.* The police department shall perform the functions of crime prevention and suppression, animal control, youth court, and community improvement.
- (4) *Public works.* The public works department shall perform the functions of water and sewer engineering and maintenance; streets, bridges and drainage engineering and maintenance; traffic engineering and maintenance; water/sewer business administration, right-of-way maintenance; cemetery maintenance; building maintenance; wastewater treatment plant contract administration and maintenance of wastewater collector system, solid waste collection contract administration; management of water treatment and distribution facilities; administration of the pest control contract; central supply, and custodial services.
- (5) *Human and cultural services.* The human and cultural services department shall perform the functions of senior services, early childhood education, museums, art galleries, arts centers, auditoriums and planetariums.
- (6) *Human resources.* The human resources department shall perform all human resources functions including the administration of benefits.

(7) *Planning and development.* The planning and development department shall perform the functions of planning and zoning, developmental assistance including, but not limited to, housing, economic development and grants, federal programs, public transportation/JATRAN, building and permits, and community improvement.

(8) *Parks and recreation.* The parks and recreation department shall perform a variety of recreational services including maintenance, programming, athletics, special events and the administration of contract facilities.

(9) *Constituent services and communications.* The constituent services and communications department shall be responsible for the quality and content of information regarding city government. This department will serve as an information conduit for the city council, department heads, employees, and citizens. This department will also conduct site visits with businesses and citizens to identify problems and find solutions before they become unmanageable. The divisions of Action Line, Public Education and Government (PEG) Television, publications, public relations and quality of life, Office of Publications, and related duties shall be under this department.

(10) *Municipal clerk.* The department of municipal clerk shall perform the functions of and duties of the municipal clerk as inherent by law, and those duties referenced in the Mississippi Code Annotated (1972), as amended as belonging to the "clerk", "municipal clerk", or "city clerk". The municipal clerk shall attend all council meetings and, subsequent to the meeting, shall receive the compiled minutes from the clerk of council for recordation. The municipal clerk shall keep the official minutes of the proceedings of the council, shall have custody of records of the municipality and be responsible for record retention, and shall be responsible for publication of all matters which require publication by law. In the absence of the municipal clerk, the duties of the municipal clerk shall be performed by that person serving as the chief deputy clerk of municipality. The municipal clerk shall plan and assign work and exercise general supervision of the deputy municipal clerks, and clerical employees that are assigned to the municipal clerk.

(11) *Information technology.* The department of information technology shall perform all of the functions of information technology, information systems, and telecommunications.

IT IS FURTHER ORDAINED that this Ordinance shall become effective from and after its passage by a unanimous vote of all members of the governing body.

President Lindsay recognized **Council Member Banks** who moved, seconded by **Vice President Grizzell** to make said item effective immediately. The motion failed by the following vote:

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

Nays – Stokes.

Absent – None.

President Lindsay stated that aid item will be placed on the next Special Council Meeting on Wednesday, September 25, 2024.

President Lindsay requested that Agenda Item No.4 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

RESOLUTION APPROVING AND ADOPTING THE MUNICIPAL BUDGET FOR THE FISCAL YEAR 2024-2025.

WHEREAS, pursuant to Section 21-35-5 of the Mississippi Code Annotated of 1972, as amended, the governing authorities of each municipality of the State of Mississippi shall, not later than September 15th of each year, prepare a complete budget of the municipal revenues, expenses and working cash balances estimated for the next fiscal year, and shall prepare a statement showing the aggregate revenues collected during the current year in said municipality for municipal purposes; and

WHEREAS, pursuant to Section 21-35-5 of the Mississippi Code Annotated of 1972, as amended, the statement of revenue and expenses shall show every source of revenue along with the amount derived from each source; and

WHEREAS, pursuant to Section 21-35-5 of the Mississippi Code Annotated of 1972, as amended, the budget and statement of revenue and expenses, shall be published at least one (1) time during September in a newspaper published in the municipality; and

WHEREAS, pursuant to Section 21-35-5 of the Mississippi Code Annotated of 1972, as amended, prior to the adopting of the budget, the governing authority of each municipality shall hold at least one (1) public hearing to provide the general public with an opportunity to comment on the taxing and spending plan incorporated in the proposed budget; and

WHEREAS, pursuant to Section 21-35-5 of the Mississippi Code Annotated of 1972, as amended, the public hearing shall be held at least one (1) week prior to the adoption of the budget with advance notice and held outside normal working hours and the advance notice shall include an announcement published or posted in the same manner as required for the final adopted budget; and

WHEREAS, on August 19th, 22nd and 26th of 2024, a notice of a public hearing on the proposed budget for the upcoming fiscal year for the City of Jackson, MS was advertised in the Mississippi Link and the Clarion Ledger; and

WHEREAS, the required public hearing was advertised for and held on August 30, 2024, at 6:00 p.m. in Council Chambers located in City Hall, 219 South President Street, Jackson, Mississippi 39201; and

WHEREAS, the proposed budget is attached hereto and incorporated by reference as Exhibit "A"; and

WHEREAS, as mandated by Section 21-35-9 of the Mississippi Code Annotated of 1972, as amended, the proposed budget sets out separately each item for which any appropriation of expenditures is authorized to be expended and the fund out of which it is to be paid, the proposed budget also sets out the total amount appropriated and authorized to be expended for each fund, the cash balance in the fund at the close of the present preceding fiscal year, the working cash balance necessary for the next fiscal year, the estimated amount, if any, which will accrue to the fund from sources other than taxation for the current fiscal year, and the amount necessary to be raised for each fund by tax levy during the current fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY ACTING FOR AND ON BEHALF OF THE MUNICIPALITY, AS FOLLOWS:

Section 1. Declaration of official intent. The City of Jackson, Mississippi, hereby declares its official intent to approve and adopt the Municipal Budget, attached hereto and incorporated by reference as Exhibit "A," that sets out separately each item for which any appropriation of expenditures is authorized to be expended and the fund out of which it is to be paid, the total amount appropriated and authorized to be expended for each fund, the cash balance in the fund at the close of the present preceding fiscal year, the working cash balance necessary for the next fiscal year, the estimated amount, if any, which will accrue to the fund from sources other than taxation for the current fiscal year, and the amount necessary to be raised for each fund by tax levy during the current fiscal year.

Section 2. Incidental action. The Mayor is authorized to take such action as may be necessary to carry out the purpose of this Resolution. The City of Jackson shall not authorize any expenditure of money, and the city clerk shall not issue any warrant for same, except for bonds, notes, debts and interest, after October 1, unless and until this budget is finally approved, and such approval is entered upon the Jackson City Council minutes.

**CITY OF JACKSON, MISSISSIPPI
BUDGET OF ESTIMATED REVENUES
AND EXPENDITURES FOR THE FISCAL
YEAR ENDING SEPTEMBER 30, 2025**

GENERAL FUND

		2022-2023	2023-2024	2023-2024	2024-2025
		Actual	Adopted	Revised	Adopted
REVENUES					
LICENSES AND PERMITS:					
4210	PRIVILEGE LICENSES - MISC	\$40	\$100	\$100	\$100
4211	PRIVILEGE LICENSES	408,723	355,000	355,000	355,000
4215	BUILDING PERMITS	1,021,783	685,309	685,309	685,309
4216	A/C & DUCT PERMITS	15,322	43,085	43,085	43,085
4217	PLUMBING PERMITS	21,030	32,000	32,000	32,000
4218	ELECTRIC PERMITS	162,502	156,509	156,509	156,509
4219	GAS PERMITS	33,262	32,144	32,144	32,144
4221	MAINTENANCE FEES	75	1,000	1,000	1,000
4222	LANDSCAPE PERMITS	135	350	350	350
4223	HISTORIC PRESERVATION	3,331	3,000	3,000	3,000
4224	DANCE HALL & REC FEES	225	2,000	2,000	2,000
4225	TRANSIT MERCHANTS	-	1,250	1,250	1,250
4227	AIRCRAFT REGIST FEES	7,832	12,710	12,710	12,710
4229	ADULT ENTERTAINMENT LICENSE	5,732	3,000	3,000	3,000
4230	SPECIAL EVENT FEE	19,115	3,000	3,000	3,000
4240	SIGN --MISC.	-	7,527	7,527	7,527
4241	SIGN PERMITS	26,150	35,850	35,850	35,850
4242	SIGN REGISTRATION	-	300	300	300
4243	SIGNS TEMPORARY	360	2,570	2,570	2,570
4249	FIRE INSPECTIONS PERMITS	47,957	60,000	60,000	60,000
4250	COMMERICAL BURN PERMIT	1,400	401	401	401
4251	COMB. & FLAM. LIQUID PERMIT	4,750	7,400	7,400	7,400
4252	FIREWORKS DISPLAY PERMIT	1,650	900	900	900
4260	ZONING PERMITS	45,985	38,834	38,834	38,834
4280	TAXICAB LICENSE FEES	100	500	500	500
	TOTAL LICENSES & PERMITS	1,827,460	1,484,739	1,484,739	1,484,739

FINES AND FORFEITURES:

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 11, 2024 2:00 P.M.**

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4311	MISDEMEANOR FINES	88,458	200,000	200,000	200,000
4312	VEHICLE PARKING FINES	12,585	50,000	50,000	50,000
4313	MOVING TRAFFIC VIOLATIONS	479,461	671,704	665,086	671,704
4314	CITY COURT COST	2,452	6,425	6,425	6,425
4315	WARRANT FEE	28,686	69,439	69,439	69,439
4316	ANIMAL CONTROL CITATIONS	25	1,387	1,387	1,387
4318	MUNICIPAL COURT COMPUTER	5,570	9,766	9,766	9,766
4319	MUNICIPAL COURT DRIVER IMPR FEE	-	35	35	35
4322	ADMINISTRATIVE FEE - DEL C	87,904	184,683	184,683	184,683
4323	CONTEMPT FEE - MUNICIPAL COURT	16,081	51,674	51,674	51,674
4324	COMPUTERIZED CRIME PREVENTION- POLICE	5,632	11,115	11,115	11,115
4325	MUNICIPAL COURT ENHANCEMENT	56,178	85,000	85,000	85,000
4326	JACKSON ENCHANCEMENT FEE	28,081	49,976	49,976	49,976
4330	BAD CHECK FEES	290	1,153	1,153	1,153
4340	DAILY STORAGE FEE - VEHICLE	80,000	62,139	62,139	62,139
4341	WRECKER FEE	49,050	60,000	60,000	60,000
4344	EXPUNGEMENT FEE - MUNICIPAL	1,100	8,650	8,650	8,650
4345	JACKSON COLLECTION FEE	11,051	30,000	30,000	30,000
4346	DOCKET FEE - MUNICIPAL COUT	22,884	70,535	70,535	70,535
4347	DROPPED CHARGE FEE - MUN COURT	950	900	900	900
4348	CASH BOND CLEARING ACCOUNT	6,377	5,091	5,091	5,091
4349	REARRAIGNMENT FEE - MUN COURT	5,125	9,833	9,833	9,833
	TOTAL FINES AND FORFEITURES	987,940	1,639,505	1,632,887	1,639,505

REVENUES

INTERGOVERNMENTAL REVENUE

FEDERAL

4408	POLICE OVERTIME - FBI/DEA GRANT	23,416	59,325	59,325	59,325
4410	DEA - MS GULF COAST (HIDTA)	15,781	26,806	26,806	-
4420	DEA - ASSEST & FORFEITURE	14,344	31,000	31,000	-
	TOTAL INTERGOVERNMENTAL - FEDERAL	53,541	117,131	117,131	59,325

STATE

4511	ALCOHOL PERMITS - ABC	357,231.74	330,649.00	330,649.00	330,649.00
4512	GASOLINE TAX	576,061.87	569,395.00	569,395.00	569,395.00
4513	MUNICIPAL REVOLVING FUND	110,975.51	133,412.00	133,412.00	133,412.00
4514	STATE FIRE PROTECTION	993,020.80	500,000.00	1,449,624.00	1,449,624.00
4515	PRO-RATA STATE SALESTAX	26,568,249.86	31,969,801.00	31,969,801.00	31,969,801.00
4516	SEWER GRANT REPMT - SALES	4,453,642.98	0.00	0.00	0.00

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 11, 2024 2:00 P.M.**

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4517	HOMESTEAD EXEMPTION	2,022,629.04	1,808,881.00	1,808,881.00	1,808,881.00
4518	HOMESTEAD EXEMPTION CHARGE	14,766.77	20,423.00	20,423.00	20,423.00
4533	WIRELESS RADIO COMMUNICATION	0.00	101,763.00	101,763.00	0.00
4535	BUS & TRUCK PRIVILEGE TAX	394,411.65	431,879.00	431,879.00	431,879.00
4548	MDOT-LITTER PICKUP-JPD	0.00	12,660.00	12,660.00	12,660.00
4548	MS-NATIONAL PARK SERVICE		0.00	0.00	0.00
4599	OTHER STATE FUNDING	0.00	0.00	0.00	0.00
	TOTAL INTERGOVERNMENTAL - STATE		<u>35,490,990.22</u>	<u>35,878,863.00</u>	<u>36,828,487.00</u>
				<u>36,726,724.00</u>	
LOCAL					
4611	PRO-RATA COUNTY ROAD TAX	736,460	670,284	670,284	670,284
4613	SMITH ROBERTSON MUSEUM	10	3,300	3,300	3,300
	TOTAL INTERGOVERNMENTAL - LOCAL		<u>736,470</u>	<u>673,584</u>	<u>673,584</u>
ADMISSIONS, FEES, RENTALS					
4232	PASSPORT	89,207	70,058	70,058	70,058
4574	TSA	63,287	33,395	33,395	33,395
4596	AD VAL APP	-	100	100	100
4634	SMALL CELL	1,000	3,500	3,500	3,500
4715	PARKING METERS	22,452	100,000	100,000	100,000
4724	LOCAL RECORDS FEE	865	3,669	3,669	3,669
4732	CRASH REPORT	77,875	62,750	62,750	62,750
4812	MUN AUD-THALIA MARA HALL RENT	183,966	156,625	156,625	156,625
4820	SMITH ROBERTSON MUSEUM - DONATION	19	600	600	600
4821	SMITH ROBERTSON MUSEUM - ADMISSIONS	3,097	4,000	4,000	4,000
4822	SMITH ROBERTSON MUS - ROOM RENT	783	5,425	5,425	5,425
4823	SENIOR CENTER RESERVATION	-	1,200	1,200	1,200
4824	SMITH ROBERTSON - GIFT SHOP	1,912	80	80	80
4833	ARTS CTR - RENT ON COMMUNITY	-	4,100	4,100	4,100
4851	CARNIVAL INSPECTION FEE	1,200	50	50	50
4852	DAYCARE FIRE INSPECTION-AF	8,550	5,880	5,880	5,880
4855	FIRE WATER FLOW TEST FEE	6,400	2,800	2,800	2,800
4856	FIRE REPORTS & ETC.	17,900	17,200	17,200	17,200
4860	ACCIDENT REPORT FEE	33,255	124,171	124,171	124,171
4861	BACKGROUND CHECK FEE	2,525	10,530	10,530	10,530
4864	FINGERPRINTING	26,110	24,115	24,115	24,115
4865	VERIFICATION OF RECORD FEE	17,605	17,789	17,789	17,789
4868	BAIL BONDSMAN APPLICANT TELECOMMUNICATION FRANCHISE	-	150	150	150
4874	AGREEM	276,917	380,741	380,741	380,741
4875	RENTS AND ROYALTIES	11,100	31,100	31,100	31,100
4876	TOWER RENTALS	4,186,641	4,250,000	4,250,000	4,250,000

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 11, 2024 2:00 P.M.**

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4880	RENT PISTOL RANGE	185	2,323	2,323	2,323
4883	SPRINKLER-HYDRO STATIC-PUMP	1,850	720	720	720
4884	FIRE ALARM ACCEPTANCE TEST	4,900	1,000	1,000	1,000
4885	FIRE RE-INSPECTION	975	5,000	5,000	5,000
4886	FIRE KNOX	-	25	25	25
4888	FIRE SUPPRESSION SYSTEM TE	1,500	600	600	600
4889	FIRE TRUCK ON SITE	-	3,600	3,600	3,600
4890	OUTDOOR ADVERTISING	11,970	11,970	11,970	11,970
4891	RENTAL FEE - FIRE MUSEUM	-	260	260	260
4893	SCHOOL TOURS FEE - FIRE MUSEUM	-	1,476	1,476	1,476
4894	RENTAL INSPECTIONS	2,700	350	350	350
4914	LAND RENTAL	14,196	10,000	10,000	10,000
	TOTAL ADMISSIONS, FEES AND RENTALS				
		5,070,940	5,347,352	5,347,352	5,347,352
 INTEREST REVENUES:					
4911	INTEREST EARNED ON INVESTMENTS	609	11,399	11,399	11,399
4913	INTEREST EARNED ON REPOS	140,996	382,698	382,698	375,664
	TOTAL INTEREST EARNED ON INVESTMENTS				
		141,606	394,097	394,097	387,063
 REVENUES					
MISCELLANEOUS INCOME:					
4647	RENTAL ®ISTRY	969,102	786,679	786,679	786,679
5410	SALE OF EASEMENT	-	-	-	5,000
5411	PUBLIC UTILITY FRANCHISE FEE	5,526,097	4,752,792	5,357,792	4,752,792
5412	FRANCHISE CABLE TELEVISION	979,418	1,200,000	1,200,000	1,200,000
5413	NUCLEAR POWER PLANTS	1,564,036	1,602,421	1,602,421	1,602,421
5414	IN-LIEU-OF PROPERTY TAX	66,389	1,010,651	61,027	61,027
5417	WATER/SEWER FRANCHISE FEE	972,534	972,534	972,534	972,534
5426	SALE OF LAND	107,051	60,167	60,167	60,167
5427	SALE OF FIXED ASSETS	622,085	255,706	255,706	55,706
5435	SMALL ANIMAL CONTROL	-	1,200	1,200	1,200
	POLICE TRAINING REIMBURSEMENTS				
5451	OTHER AGENCIES	21,600	20,000	20,000	20,000
5454	POLICE-MISC	657	65,348	65,348	65,348
5463	POLICE - SALE OF WEAPONS	10	15	15	15
5466	PUBLIC SAFETY COMM TRNG REIMB	-	-	-	80,603
5467	UNION STATION TENANTS/JRA	36,849	102,379	102,379	102,379
5475	PROCEEDS OF FORFEITURES	10,294	139,149	139,149	-
5511	GRANTS & DONATION	25,718	280,640	280,640	280,640

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 11, 2024 2:00 P.M.**

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5515	INDIRECT COST	2,357,913	2,680,223	2,680,223	2,680,223
5520	OTHER DEPARTMENTS	47,761	90,148	90,148	90,148
5524	I.D. BADGE	30	180	180	180
5525	PARKING FEE - CITY EMPLOYEES	2,999	6,730	6,730	6,730
5545	ADMIN. FEE - PAYROLL DEDUCTION	13,132	15,725	15,725	15,725
5550	MS VALLEY REFUND	-	800	800	800
5551	ENTERGY REFUND	29	1,000	1,000	1,000
5552	SCB REFUND	-	220	220	220
5576	BUILDING & PERMIT - MISC.	85,489	110,957	110,957	110,957
5577	PLUMBING EXAM	14,050	11,000	11,000	11,000
5578	ELECTRICAL EXAM	10,275	100	100	100
5580	PENALTY ON DEMO/GRASS/WEED	4,043	30,000	30,000	30,000
5614	SITE PLAN, REVIEW	15,795	16,157	16,157	16,157
5616	SALE OF MAPS, PLANS, SPEC	5	158	158	158
5620	SMITH ROBERSTON - NISSAN GRANT	-	20,115	20,115	20,115
5628	TRAFFIC	-	170	170	170
5634	GEOGRAPHIC INFORMATION SYSTEM	-	-	-	100
5656	ABSTRACT FEES	6,480	6,961	6,961	6,961
5657	FINANCE - M	-	10	10	10
5660	CELLULAR REBATE	34,878	32,000	32,000	32,000
5666	CITY CLERK	19,946	15,271	15,271	15,271
5667	CEMETERIES	-	25,000	25,000	25,000
5675	FIRE DEPARTMENT	194	-	-	100
5676	FIRE SAFETY EDUCATION PROGRAM	214	-	-	200
5692	INKIND FEES	19,342	29,237	29,237	29,237
5694	PUBLICATION - MISC	2,008	7,089	7,089	7,089
5711	MARY JONES DAYCARE	-	220	220	220
5725	CAFETERIA PLAN - FLEXIBLE SPENDING	-	150,000	150,000	150,000
5795	SETTLEMENT OF INSURANCE CLAIMS	501,798	75,000	75,000	75,000
5821	PROCEEDS OF LONG TERM DEBT	-	375,850	375,850	375,850
5830	FEES FOR LOST FUELMAN CARDS	240	181	181	181
TOTAL MISCELLANEOUS INCOME		14,038,462	14,950,183	14,605,559	13,747,413
OPERATING TRANSFERS IN:					
5911	TRANSFER IN/FROM GENERAL FUND	362,630	314,779	561,487	457,134
5912	TRANSFER IN/FROM WATER/SEWER	-	-	-	1,477,105
5914	TRANSFER IN/FROM OTHER FUNDS	1,500,000	1,528,200	1,066,400	2,194,640
TOTAL OPERATING TRANSFERS IN		1,862,630	1,842,979	1,627,887	4,128,879

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 11, 2024 2:00 P.M.**

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TOTAL FROM ALL SOURCES OTHER THAN TAXATION		<u>60,210,039</u>	<u>62,328,433</u>	<u>62,711,723</u>	<u>64,194,584</u>
5899	APPLIED FUND BALANCE	-	1,825,115	3,437,069	6,907,963
TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION		60,210,039	64,153,548	66,148,791	71,102,547
 TAXES:					
4111	REAL PROPERTY	36,193,102	36,643,499	36,643,499	36,482,211
4112	PERSONAL PROPERTY	19,263,050	19,218,180	19,218,180	19,811,009
4113	DELINQUENT REALTY	321,251	927,952	927,952	927,952
4114	DELINQUENT PERSONAL	35,899	218,093	218,093	218,093
4115	AUTOMOTIVE	6,245,562	6,511,984	6,511,984	6,758,985
4116	MOTOR VEHICLE RENTAL TAX	883,929	784,544	784,544	784,544
4118	INTEREST ON CURRENT	378,985	801,265	801,265	801,265
4119	INTEREST ON PRIOR YEARS	837,097	614,406	614,406	614,406
4131	RAIL CAR TAXES	64,089	64,473	64,473	64,473
4134	1% METRO	2,479,007	4,630,563	4,630,563	-
4135	TAX FORFEITED LAND	176,477	100,000	100,000	100,000
4140	COMMUNITY IMPROVEMENT	7,290	8,000	8,000	8,000
TOTAL TAXES		<u>66,885,737</u>	<u>70,522,959</u>	<u>70,522,959</u>	<u>66,570,938</u>
 TOTAL AVAILABLE CASH AND ANTICIPATED					
REVENUE FROM ALL SOURCES		<u>\$ 127,095,776</u>	<u>\$ 134,676,507</u>	<u>\$ 136,671,751</u>	<u>\$ 137,673,485</u>

POLICE

	\$	\$	\$	\$
PERSONNEL SERVICES	22,543,290	29,142,720	29,152,720	30,419,073
SUPPLIES & MATERIALS	1,987,957	2,493,296	2,485,531	2,226,845
OTHER SERVICES & CHARGES	1,750,709	1,794,621	1,897,229	1,683,931
CAPITAL OUTLAY	2,349,436	1,025,887	1,825,771	1,466,961
GRANTS, CONTRIBUTION	1,303,615	1,345,066	1,343,386	1,321,066

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 11, 2024 2:00 P.M.**

983

TRANSFERS AND OTHER FUNCTIONS	-	-	-	-
DEBT SERVICES	12,120	40,796	380,881	61,404
	\$	\$	\$	\$
TOTAL	29,947,127	35,842,386	37,085,518	37,179,280

FIRE

	\$	\$	\$	\$
PERSONNEL SERVICES	20,659,521	22,643,637	22,643,637	22,471,565
SUPPLIES & MATERIALS	664,128	770,608	715,608	803,198
OTHER SERVICES & CHARGES	914,596	802,188	707,188	802,188
CAPITAL OUTLAY	559,911	939,138	1,099,755	1,010,552
GRANTS, CONTRIBUTION	-	69	69	69
DEBT SERVICES	52,057	52,057	41,440	30,643
	\$	\$	\$	\$
TOTAL	22,850,213	25,207,697	25,207,697	25,118,215

PUBLIC WORKS

	\$	\$	\$	\$
PERSONNEL SERVICES	6,016,193	8,188,553	7,953,452	8,294,191
SUPPLIES & MATERIALS	1,265,177	1,602,879	1,941,635	1,697,410
OTHER SERVICES & CHARGES	2,375,530	3,521,842	3,533,029	6,095,777
CAPITAL OUTLAY	371,868	450,731	465,593	474,302
GRANTS, CONTRIBUTION	-	236,754	235,713	880,838
TRANSFERS AND OTHER FUNCTIONS	-	-	-	-
DEBT SERVICES	85,512	151,534	151,534	117,724
	\$	\$	\$	\$
TOTAL	10,114,279	14,152,293	14,280,956	17,560,242

PLANNING & DEVELOPMENT

	\$	\$	\$	\$
PERSONNEL SERVICES	2,675,620	3,533,271	3,762,237	4,762,875
SUPPLIES & MATERIALS	113,148	120,205	106,205	82,064

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 11, 2024 2:00 P.M.**

984

OTHER SERVICES & CHARGES	4,908,117	4,747,716	4,552,789	4,738,085
CAPITAL OUTLAY	95,750	108,000	102,100	500,000
GRANTS, CONTRIBUTION	69,695	71,675	57,536	66,675
TRANSFERS AND OTHER FUNCTIONS	1,898,609	1,898,609	1,898,609	1,898,609
DEBT SERVICES	-	1,025	1,025	-
	\$	\$	\$	\$
TOTAL	9,760,939	10,480,501	10,480,501	12,048,308

HUMAN & CULTURAL SERVICES

	\$	\$	\$	\$
PERSONNEL SERVICES	1,486,681	1,830,004	1,765,497	1,907,172
SUPPLIES & MATERIALS	71,309	102,628	173,140	103,129
OTHER SERVICES & CHARGES	722,062	626,796	682,517	628,577
CAPITAL OUTLAY	382,984	402,621	289,095	229,082
GRANTS, CONTRIBUTION	253,342	290,000	475,000	290,000
TRANSFERS AND OTHER FUNCTIONS	69,102	69,102	62,484	69,102
DEBT SERVICES	24,133	20,939	20,939	28,656
	\$	\$	\$	\$
TOTAL	3,009,613	3,342,090	3,468,672	3,255,718

HUMAN RESOURCES

	\$	\$	\$	\$
PERSONNEL SERVICES	865,675	945,041	945,041	1,001,733
SUPPLIES & MATERIALS	20,679	20,687	20,487	26,187
OTHER SERVICES & CHARGES	81,424	92,055	93,922	97,056
CAPITAL OUTLAY	30,755	61,036	97,266	52,736
GRANTS, CONTRIBUTION	69,476	226,811	141,970	101,337
DEBT SERVICES	5,858	11,541	11,541	55,952
	\$	\$	\$	\$
TOTAL	1,073,867	1,357,171	1,310,227	1,335,001

ADMINISTRATION

	\$	\$	\$	\$
PERSONNEL SERVICES	3,237,144	4,327,312	4,306,732	4,638,885

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 11, 2024 2:00 P.M.**

985

SUPPLIES & MATERIALS	24,489	44,270	140,892	60,318
OTHER SERVICES & CHARGES	554,434	1,358,828	1,301,909	1,444,078
CAPITAL OUTLAY	-	19,123	-	-
GRANTS, CONTRIBUTION	-	10,100	10,100	10,100
	\$	\$	\$	\$
TOTAL	3,816,067	5,759,633	5,759,633	6,153,381

GENERAL GOVERNMENT

	\$	\$	\$	\$
PERSONNEL SERVICES	4,820,858	5,843,072	5,975,930	6,706,052
SUPPLIES & MATERIALS	92,315	229,122	269,122	229,036
OTHER SERVICES & CHARGES	3,944,996	7,574,492	7,325,491	6,847,579
CAPITAL OUTLAY	55,122	75,214	99,706	79,326
GRANTS, CONTRIBUTION	1,283,169	610,648	824,648	610,563
TRANSFERS AND OTHER FUNCTIONS	12,945,573	14,174,422	14,356,362	10,007,033
DEBT SERVICES	1,676,189	1,371,160	1,371,160	1,339,788
	\$	\$	\$	\$
TOTAL	24,818,223	29,878,130	30,222,419	25,819,377

MUNICIPAL CLERK

	\$	\$	\$	\$
PERSONNEL SERVICES	443,880	571,546	571,546	572,495
SUPPLIES & MATERIALS	3,942	19,958	19,958	19,558
OTHER SERVICES & CHARGES	143,093	209,516	187,516	660,470
CAPITAL OUTLAY	-	45	22,045	45
	\$	\$	\$	\$
TOTAL	590,915	801,065	801,065	1,252,568

INFORMATION TECHNOLOGY

	\$	\$	\$	\$
PERSONNEL SERVICES	2,753,663	2,717,960	2,508,086	2,881,004
SUPPLIES & MATERIALS	290,922	557,708	546,710	534,238

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 11, 2024 2:00 P.M.**

986

OTHER SERVICES & CHARGES	2,007,291	1,927,439	2,753,311	1,986,927
CAPITAL OUTLAY	1,019,106	1,103,226	1,103,226	1,058,395
TRANSFERS AND OTHER FUNCTIONS	-	1,446,000	1,040,522	1,446,000
DEBT SERVICES	84,120	103,208	103,208	44,831
	\$	\$	\$	\$
TOTAL	6,155,102	7,855,541	8,055,063	7,951,395
TOTAL GENERAL FUND EXPENDITURES	\$ 112,136,346	\$ 134,676,507	\$ 136,671,751	\$ 137,673,485

CLAIMS FUND

<u>REVENUES</u>					
4911	INTEREST EARNED ON INVESTMENTS	225,074	50	50	50
4913	INTEREST EARNED ON REPOS	724	-	-	-
5911	TRANSFER IN/FROM GENERAL FUND	1,000,000	1,925,943	1,925,943	1,925,943
5899	APPLIED FUND BALANCE	-	5,093,473	5,093,473	5,093,473
	TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION	1,225,797	7,019,466	7,019,466	7,019,466
	OTHER SERVICES & CHARGES	850	5,723	5,723	5,723
	GRANTS, CONTRIBUTIONS	525,319	7,013,743	7,013,743	7,013,743
	TOTAL	\$ 526,169	\$ 7,019,466	\$ 7,019,466	\$ 7,019,466

FEDERAL GRANTS

<u>REVENUES</u>					
4421	TITLE IIIB OUTREACH	20579	31579	20579	31579
4423	TITLE III-B TRANSPORTATION	120000	152365	150000	152365
4425	TITLE III CONGREGATE MEALS	0	160441	88440	160441
4431	NCSC AIDES	328728	469617	469617	476257
4432	SSBG TITLE XX HOME DELIVERED	0	354706	215566	354706
4449	MMRS GRANT-METRO MED RESPONSE	0	25198	25198	25198
4460	HOME PROGRAM	66100.57	4045576	5845192	4442042
4461	CDBG-HOUSING & COMM DEVELOPMT	1073925.94	6159684	7799812	7799277
4468	EMERGENCY SHELTER GRANT	115318.76	232400	333356	232516
4490	CITY MATCHING FUNDS	0	429809	429809	429809
4498	H O P W A GRANT - DEPT. OF HUD	1681380.46	2254156	3377208	3724381

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 11, 2024 2:00 P.M.**

987

4591	ESG COVID 2020	221461.35	27557	370	370
4595	CDBG COVID CARES	542839.34	1704194	1618719	796198
4610	CORONAVIRUS RECOVERY FUNDS	0	13705946	13299038	2821016
4639	MDOT- ERBR PROJECTS	0	0	268945	0
4640	STATE STREET SIGNAL PROJEC	0	0	1162050	0
4650	2022 COPS MICROGRANT	0	0	174948	0
4656	HOME AMERICAN RESCUE PLAN	0	3184710	3184490	3184710
4661	TERRY RD REHAB AND SIDEWALK	0	0	947414	0
4675	KABOOM - PLAYGROUND EQUIPMENT	0	38151	38151	0
4679	FEMA-4598-DR-MS	1049500.2	0	0	0
4688	2020 SAKI GRANT DOJ	201275.56	824841	824841	0
4691	2019 ED BRYNE MEMORIAL GRANT	201830	0	42241	0
4697	MEADOWBROOK - 108076	0	0	350019	0
4699	2022 CRIME GUN INTEL GRANT	0	0	675000	0
4764	2021 ED BRYNE MEMORIAL JUSTICE	0	0	247212	36272
4789	LITTLE J RAIL TRAIL	0	0	198756	0
4913	INTEREST EARNED ON REPOS	64113.43	20232	9128	9128
5482	TIGER GRANT	0	5738434	5738434	0
5483	LEAD-BASED HAZARD GRANT	249996.61	1581981	1581981	1581981
5484	MHC BLIGHT ELIMINATION PROGRAM	0	1861029	1826615	1747332
4799	DFA-HB603	0	0	238922	238922
5687	TITLE III CONGREGATE DONATION	0	150	150	150
5778	HOME - PROGRAM INCOME	1230	2000	2000	2000
5787	PROGRAM INCOME - MINCAP	8067.2	4000	4000	4000
5899	APPLIED FUND BALANCE/R.E.	0	381048	321053	402550
5911	TRANSFERS IN/FROM GENERAL FUND	122838	122838	116220	98427
TOTAL AVAILABLE CASH AND ANTICIPATED REVENUE FROM ALL SOURCES		\$ 5,946,346	\$ 43,512,642	\$ 51,625,474	\$ 28,751,627

FEDERAL GRANTS FUND

PERSONAL SERVICE	\$ 1,547,883	\$ 2,100,674	\$ 1,826,973	\$ 1,475,361
SUPPLIES & MATERIALS	225,566	759,284	1,052,740	999,201
OTHER SERVICES & CHARGES	940,815	9,319,687	18,354,556	2,797,640
CAPITAL OUTLAY	(571,383)	2,577,527	6,696,203	1,679,575
GRANTS, CONTRIBUTIONS, AND APPROPRIATIONS	1,151,092	28,755,470	19,234,525	15,845,373
OPERATING TRANSFERS	1,500,000	-	4,460,477	5,954,477
TOTAL EXPENDITURES	\$ 4,793,974	\$ 43,512,642	\$ 51,625,474	\$ 28,751,627

DEBT SERVICE

REVENUES

4227	AIRCRAFT REGISTRATION	812	0	0	0
4517	HOMESTEAD EXEMPTION	209,115	18,926	18,926	14,761

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 11, 2024 2:00 P.M.**

988

4518	HOMESTEAD EXEMPTION CHARGEBACK	1,659	0	0	0
4911	INTEREST EARNED ON INVESTMENTS	22,074	0	0	0
4913	INTEREST EARNED ON REPOS	30,149	0	0	0
5418	CAPITAL CTY CONVENTION COMMISS	1,924,120	0	0	4,718,688
5670	COUNTY TAXES	344,370	222,000	222,785	222,000
5899	APPLIED FUND BALANCE/R.E.	-	1,534,106	1,534,106	2,659,200
5914	TRANSFERS IN/FROM OTHER FUNDS	11,140,558	15,265,872	15,266,872	10,106,308
5937	PMTS FROM OTHER FUNDS	-	0	0	0
	TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION	13,672,856	17,040,904	17,042,689	17,720,957
	TAXES				
4111	CURRENT REALTY TAXES	3,897,184	2,917,253	2,917,253	2,790,279
4112	CURRENT PERSONAL TAXES	2,001,889	1,484,871	1,484,871	1,463,593
4113	DELINQUENT REALTY TAXES	59,005	1	1	0
4114	DELINQUENT PERSONAL TAXES	5,220	0	0	0
4115	AD VALOREM TAX ON AUTOMOBILES	721,759	511,632	511,632	510,116
	TOTAL TAXES	6,685,057	4,913,757	4,913,757	4,763,988
	TOTAL AVAILABLE CASH AND ANTICIPATED REVENUE FROM ALL SOURCES	\$ 20,357,913	\$ 21,954,661	\$ 21,956,446	\$ 22,484,945

DEBT SERVICE

	OTHER SERVICES & CHARGES	11,286	15,996	17,745	14,146
	OPERATING TRANSFERS	6,687,124	6,466,788	6,466,788	7,437,948
	DEBT SERVICE	14,383,549	15,471,877	15,471,913	15,032,851
	TOTAL EXPENDITURES	\$ 21,081,959	\$ 21,954,661	\$ 21,956,446	\$ 22,484,945

PARKS & ZOO

REVENUES

4227	HOMESTEAD EXEMPTION HOMESTEAD EXEMPTION	305	500	500	350
4517	CHARGEBACK	78,763	65,000	65,000	65,000
4518	GROVE PARK GREEN FEES	591	660	660	660

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 11, 2024 2:00 P.M.**

989

4576	GROVE PK ELEC. GOLF CART RENT	6,959	10,000	10,000	5,000
4577	SONNY GUY GREEN FEES	91,187	150,000	150,000	31,537
4578	SONNY GUY PK ELEC GLF CART REN	545	35,000	35,000	300
4716	RANGE BALLS	1,925	10,000	10,000	1,800
4717	SWIMMING FEES	3,165	3,500	3,500	1,200
4720	ATHLETIC FEES	44,284	87,000	87,000	46,500
4721	GYM USER FEES	25,204	41,000	41,000	20,000
4722	SMITH WILL STAD RENT CONCESS	5,169	13,800	13,800	5,000
4741	PARKS BUILDING RENTALS	364	3,391	3,391	1,000
4742	PARKS FIELD RENTALS	16,322	22,042	22,042	17,000
4743	PARKS CONCESSIONS	10,807	13,500	13,500	9,500
4744	PARKS PROGRAMS REGISTRATION	-	0	0	0
4745	JONES CENTER RENTAL	12,237	13,500	13,500	10,500
4746	DANCE KARATE AEROBICS	1,850	5,500	5,500	1,500
4747	PARKS-OTHER	139	100	100	100
4748	VENDOR FEES - PARK EVENTS	2,410	5,000	5,000	1,400
4749	ADMISSIONS /SUMMER FESTIVALS	-	8,000	8,000	0
4750	MYNELLE GARDEN-PHOTOGRAPHY	-	1,000	1,000	0
4752	MYNELLE GARDEN ADMISSIONS	163	2,000	2,000	100
4757	MYNELLE GARDEN RENTAL	500	600	600	600
4758	MYNELLE GARDEN WEDDINGS	-	2,500	2,500	0
4762	MYNELLE GARDEN GIFT SHOP SALES	2,451	0	0	1
4779	DONATIONS-SUMMER FESTIVALS	100	300	300	100
4780	RENTS AND ROYALTIES	2,419	3,000	3,000	1,500
4781	ZOO GIFT SHOP	-	499	499	499
4782	ZOO ADMISSIONS	2,600	3,800	3,800	1,200
4784	ZOO VENDOR FEES	64	100	100	50
4817	INTEREST EARNED ON INVESTMENTS	-	5,000	5,000	0
4875	INTEREST EARNED ON REPOS	7,210	25,000	25,000	7,500
4911	GOLF MERCHANDISE	160	20	20	20
4913	GRANTS & DONATIONS	421	1,880	1,880	500
5511	OTHER DEPARTMENTS	12,010	11,414	21,414	0
5520	TRANSFERS IN/FROM GENERAL FUND	1,220	2,100	2,100	1,000
5911		6,039,109	5,956,051	5,956,051	6,266,679

**SPECIAL MEETING OF THE CITY COUNCIL
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990

5914	TRANSFERS IN/FROM OTHER FUNDS	-	0	28,100	0
	TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION	6,370,652	6,502,757	6,540,857	6,498,096
	TAXES				
4111	CURRENT REALTY TAXES	1,407,566	1,407,471	1,407,471	1,400,738
4112	CURRENT PERSONAL TAXES	749,787	738,167	738,167	760,645
4113	DELINQUENT REALTY TAXES	13,786	19,883	19,883	19,883
4114	DELINQUENT PERSONAL TAXES	1,485	3,883	3,883	3,883
4115	AD VALOREM TAX ON AUTOMOBILES	245,721	250,124	250,124	259,512
	TOTAL TAXES	2,418,346	2,419,528	2,419,528	2,444,661
	TOTAL AVAILABLE CASH AND ANTICIPATED REVENUE FROM ALL SOURCES	\$ 8,788,998	\$ 8,922,285	\$ 8,960,385	\$ 8,942,757
	PARKS				
	PERSONAL SERVICE	\$ 5,160,103	\$ 6,188,850	\$ 6,188,850	\$ 6,191,318
	SUPPLIES & MATERIALS	685,102	766,129	825,388	787,055
	OTHER SERVICES & CHARGES	1,961,742	1,497,079	1,603,022	1,514,000
	CAPITAL OUTLAY	160,156	408,688	253,986	393,432
	OPERATING TRANSFERS	-	-	28,100	-
	DEBT SERVICE	47,857	61,039	61,039	56,952
	TOTAL EXPENDITURES	\$ 8,014,961	\$ 8,921,785	\$ 8,960,385	\$ 8,942,757
	D&R				
	<u>REVENUES</u>				
4227	AIRCRAFT REGISTRATION	414	604	604	604
4517	HOMESTEAD EXEMPTION HOMESTEAD EXEMPTION	104,361	100,000	100,000	100,000
4518	CHARGEBACK	1,100	1,000	1,000	1,000
4913	INTEREST EARNED ON REPOS	1,190	0	0	0
	TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION	107,065	101,604	101,604	101,604
	TAXES				
4111	CURRENT REALTY TAXES	1,872,123	2,241,304	2,241,304	2,329,954

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 11, 2024 2:00 P.M.**

991

4112	CURRENT PERSONAL TAXES	994,153	1,140,816	1,140,816	1,222,137
4113	DELINQUENT REALTY TAXES	26,270	17,086	17,086	17,086
4114	DELINQUENT PERSONAL TAXES	2,856	7,000	7,000	7,000
4115	AD VALOREM TAX ON AUTOMOBILES	465,612	393,083	393,083	425,960
	TOTAL TAXES	3,361,014	3,799,289	3,799,289	4,002,137
	TOTAL AVAILABLE CASH AND ANTICIPATED REVENUE FROM ALL SOURCES	\$ 3,468,080	\$ 3,900,893	\$ 3,900,893	\$ 4,103,741
	DISABILITY & RELIEF				
	GRANTS, CONTRIBUTIONS, AND APPROPRIATIONS	3,469,363	3,900,893	3,900,893	4,103,741
	TOTAL EXPENDITURES	3,469,363	3,900,893	3,900,893	4,103,741
	LIBRARY				
	REVENUES				
4227	AIRCRAFT REGISTRATION	262	0	0	0
4517	HOMESTEAD EXEMPTION	67,342	18,169	18,169	34,309
4518	HOMESTEAD EXEMPTION CHARGEBACK	510	0	0	0
	TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION	68,114	18,169	18,169	34,309
	TAXES				
4111	CURRENT REALTY TAXES	1,203,470	1,203,387	1,203,387	1,197,631
4112	CURRENT PERSONAL TAXES	641,173	631,133	631,133	650,352
4113	DELINQUENT REALTY TAXES	11,823	0	0	0
4114	DELINQUENT PERSONAL TAXES	1,248	0	0	0
4115	AD VALOREM TAX ON AUTOMOBILES	212,263	213,856	213,856	221,883
	TOTAL TAXES	2,069,978	2,048,376	2,048,376	2,069,866
	TOTAL AVAILABLE CASH AND ANTICIPATED REVENUE FROM ALL SOURCES	\$ 2,138,092	\$ 2,066,545	\$ 2,066,545	\$ 2,104,175

LIBRARY

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 11, 2024 2:00 P.M.**

992

OTHER SERVICES & CHARGES	113,442	119,537	119,537	119,537
GRANTS, CONTRIBUTIONS, AND APPROPRIATIONS	1,947,008	1,947,008	1,947,008	1,984,638
 TOTAL EXPENDITURES	 \$ 2,060,450	 \$ 2,066,545	 \$ 2,066,545	 \$ 2,104,175

STATE GRANTS

REVENUES

4564	BUDDY BUTTS RACEWAY TRACK	-	86,387	0	0
4573	402 POLICE TRAFFIC SERVICES	-	25,552	25,552	25,552
4575	DPS CORONA SUPPLEMENT GRANT	-	700	700	700
4588	CHICAGO JOBS CORP	181,235	0	150,679	0
4597	DFA JACKSON ZOO BOND	-	20,700	104,470	13,339
4598	NLC-SOUTHERN CITIES INCLUSION	-	0	15,000	0
4638	DFA-PLANETARIUM	-	669,353	669,353	444,353
4644	DFA-SB2971-LIVINGSTON PARK	15,000	0	15,000	0
4648	DFA-LAKE HICO AND NORTHGATE	500,000	0	500,000	0
4649	DFA-SB2971-TOUGALOO CENTER	15,000	0	15,000	0
4660	DFA-SB2971-PETE BROWN GOLF	2,000,000	1,104,329	474,788	461,353
4676	DFA- THALIA MARA HALL \$2M	-	13,500	3,953	0
4677	DFA- EUBANKS HB 1353	-	0	1,000,000	0
4680	NLC-MUNICIPAL REIMAGINING COMM	-	62,704	62,704	33,114
4681	MISSISSIPPI HUMANITIES COUNCIL	-	80,215	80,215	36,329
4682	ASPEN INSTITUTE	-	103,125	103,125	66,468
4683	NLC GRANT CAO	-	162,100	157,200	43,928
4693	ROBERT WOOD JOHNSON FOUNDATION	-	7,200	7,200	0
4694	RAND CORPORATIONS	-	0	0	0
4695	NLC ENTREPRENEURSHIP	35,000	35,000	42,545	35,000
4738	NLC MICROLENDING	-	0	238,922	238,922
4763	FITLOT PARTNERSHIP	3,510	3,510	3,510	0
4786	HARTFORD INSURANCE	-	10,000	10,000	10,000
4913	INTEREST EARNED ON REPOS	3,437	10,812	10,812	10,812
5899	APPLIED FUND BALANCE/R.E.	-	557,392	560,902	561,588
 TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION		 2,753,182	 2,952,579	 4,251,630	 1,981,458

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 11, 2024 2:00 P.M.**

993

STATE GRANTS FUND

	\$	\$	\$	\$
PERSONAL SERVICE	233,522	162,955	308,559	181,359
SUPPLIES & MATERIALS	118,032	286,421	299,625	180,791
OTHER SERVICES & CHARGES	1,813,710	1,859,215	1,510,857	1,266,899
CAPITAL OUTLAY	177,871	375,845	1,950,389	327,409
GRANTS, CONTRIBUTIONS, AND APPROPRIATIONS	-	260,943	175,000	25,000
OPERATING TRANSFERS	-	7,200	7,200	-
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TOTAL EXPENDITURES	\$ 2,343,135	\$ 2,952,579	\$ 4,251,630	\$ 1,981,458

IMPROVEMENTS

REVENUES

4536	MDOT - REIMBURSEMENT	-	1,613,016	1,613,016	1,748,022
4542	MDOT-TCSP TRAFFIC CALMING GRAN	-	157,516	157,516	0
4554	MDOT - STPD 7257-00 (001)	-	500,000	500,000	500,000
4558	MDOT - MILL STREET PROJECT	-	1,649,667	1,649,667	0
4559	MDOT-FONDREN ENHANCEMNT PROJECT	-	129,533	129,533	129,533
4601	CMPDD- NORTH JACKON SIGNALS	-	13,032	13,032	13,032
4603	MILL STATE FORT WEB WOOD WIL	-	2,093,473	2,093,473	0
4604	MILL & REPAIR NORTHSIDE/I55	-	1,264,764	1,264,764	19,573
4621	STREET RESURFACING	-	34,110	34,110	34,110
4913	INTEREST EARNED ON REPOS	6,675	4,350	4,350	4,350
5511	GRANTS & DONATIONS	-	725	725	725
5795	SETTLEMENT OF INS CLAIM PROP	-	106,966	410,808	10,023,468
5821	PROCEEDS OF LONG TERM DEBT	-	329,414	329,414	0
5899	APPLIED FUND BALANCE/R.E.	-	1,993,353	1,993,353	2,034,267
5911	TRANSFERS IN/FROM GENERAL FUND	160,000	160,000	160,000	160,000
5914	TRANSFERS IN/FROM OTHER FUNDS	-	1,177,397	1,177,397	2,326,502
<hr/>					
TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION		166,675	11,227,316	11,531,158	16,993,582
<hr/>					
TAXES					
4111	CURRENT REALTY TAXES	795,852	1,481,328	1,848,507	1,481,328
<hr/>					
TOTAL TAXES		795,852	1,481,328	1,848,507	1,481,328

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 11, 2024 2:00 P.M.**

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TOTAL AVAILABLE CASH AND ANTICIPATED REVENUE FROM ALL SOURCES	\$	\$	\$	\$
	962,528	12,708,644	13,379,665	18,474,910

IMPROVEMENT FUND

SUPPLIES & MATERIALS	-	45,204	45,204	5,264
OTHER SERVICES & CHARGES	-	5,485,450	969,360	139,255
CAPITAL OUTLAY	(394,500)	3,522,790	8,199,522	13,641,560
GRANTS, CONTRIBUTIONS, AND APPROPRIATIONS	1,534,401	3,580,200	3,947,379	2,362,329
OPERATING TRANSFERS	1,500,000	75,000	218,200	2,326,502
TOTAL EXPENDITURES	\$	\$	\$	\$
	2,639,901	12,708,644	13,379,665	18,474,910

CAPITAL PROJECTS

REVENUES

4142	MODERNIZATION TAX	-	54,620	54,620	0
4536	INTEREST EARNED ON REPOS	-	3,290,619	3,290,619	0
4543	MDOT	10,172,702	9,849,040	9,849,040	9,849,040
4563	MDOT	218,477	85,000	93,430	49,230
4913	SALE OF BONDS	6,977,216	6,249,148	12,882,780	0
5820	PAYMENT FROM OTHER FUNDS	-	0	0	0
5822		-	10,534,514	9,747,614	8,119,548
5899		-	0	0	0
5914	APPLIED FUND BALANCE/R.E.	-	4,935,307	4,935,307	0
5937					
	TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION	17,368,394	34,998,248	40,853,410	18,017,818
	TAXES				
4142	1% INFRASTRUCTURE TAX	16,321,865	16,122,280	16,122,280	16,335,563
	TOTAL TAXES	16,321,865	16,122,280	16,122,280	16,335,563
	TOTAL AVAILABLE CASH AND ANTICIPATED REVENUE FROM ALL SOURCES	\$	\$	\$	\$
		33,690,259	51,120,528	56,975,690	34,353,381

EXPENDITURES

CAPITAL PROJECTS

SUPPLIES & MATERIALS	1,600	1600	58100	-
OTHER SERVICES & CHARGES	731508.16	13010226	3693840	1087397
CAPITAL OUTLAY	3515174.72	6778104	34846337	15683989
OPERATING TRANSFERS	0	25984680	7651060	4165521
GRANTS, CONTRIBUTION	4671590.08	5345918	10726353	13416474
	\$	\$	\$	\$
TOTAL EXPENDITURES	<u>8,918,273</u>	<u>51,120,528</u>	<u>56,975,690</u>	<u>34,353,381</u>

ENTERPRISE*

REVENUES

4220	SEWER CONNECTION PERMITS	0	60971	60971	0
4270	LAND FILL CHARGES	99068.39	30883	30883	50005
4271	SPECIAL TRASH COLLECTION FEES	0	3000	3000	3000
4473	DOT-FTA FORMUAL GRANT 5307	3909107	5986391	5986391	5986391
4521	MS-DEQ GRANTS-SOLID WASTE/etc	26171.7	0	0	0
4536	MDOT - REIMBURSEMENT	480000	480000	480000	480000
4623	FTA-AMERICAN RESCUE PLAN (ARP)	0	1000000	1000000	1000000
4698	WATER THIRD PARTY MANAGER	0	0	0	1742317
4711	GARBAGE PICKUP FEES	17700791.18	14253308	14253308	14815766
4712	GARBAGE PICKUP FEES PRES.HILLS	424393.77	318000	318000	318000
4734	FTA CARES ACT	148547	0	0	55000
4736	FTA DISCRETIONARY 5339 (B)	0	4301754	4301754	6245046
4737	FTA DISCRETIONARY CIG	0	1250000	1250000	1250000
4911	INTEREST EARNED ON INVESTMENTS	313909.83	0	0	0
4913	INTEREST EARNED ON REPOS	269.39	20	20	20
5311	WATER CHARGES	32542814.61	29623549	29623549	0
5312	WATER CHARGES-TRIANGLE	367291.43	420701	420701	0
5315	DEVELOPMENT CHARGES	11525	71868	71868	0
5319	SEWER CHARGES	35282532.24	21417493	21417493	0
5320	SEWER CHARGES-TRIANGLE	419483.74	507203	507203	0
5321	MISCELLANEOUS	-1813219.31	614603	614603	0
5322	MISC-TRIANGLE	0	1260	1260	0
5323	MADISON COUNTY WATER REVENUE	0	451860	451860	0
5342	SERVICE CONNECTIONS	35021.92	119819	119819	0
5369	BYRAM SEWER REVENUE	101949.47	0	0	0
5373	RIDGELAND WEST SEWER REVENUE	1040284.53	126519	126519	0
5380	MADISON CO SEWER REVENUE	1127040.32	2353569	2353569	0
5385	FOREST WOODS UTILITY SEWER REV	0	125536	125536	0
5390	JATRAN FARE REVENUE	379848.1	400000	400000	400000
5392	JATRAN ADVERTISING REVENUE	0	0	0	50000
5393	LEACHATE DISPOSAL	65939.71	50000	50000	0
5428	SALE OF SCRAP METAL	120.8	0	0	0
5520	OTHER DEPARTMENTS	0	0	0	0
5627	RECYCLING PROGRAM	7675.41	5000	5000	5000
5794	SETTLEMENT OF SIEMENS CLAIM	0	5496787	5496787	2520826
5821	PROCEEDS OF LONG TERM DEBT	4546816.8	43571302	43571302	0
5899	APPLIED FUND BALANCE/R.E.	0	16014825	17212261	8909251

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 11, 2024 2:00 P.M.**

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5911	TRANSFERS IN/FROM GENERAL FUND	4777729	2077729	2452729	2112331
5912	TRANSFERS IN/FROM WATER/SEWER	19219120	99287753	99288393	0
5914	TRANSFERS IN/FROM OTHER FUNDS	0	228500	228500	2336950
		\$	\$	\$	\$
	TOTAL REVENUES	121,214,232	250,650,203	252,223,279	48,279,903
EXPENDITURES					
WATER OPER AND MAIN					
		\$	\$	\$	\$
	PERSONNEL SERVICES	19,219,120	99,516,253	99,516,253	1,895,745
	SUPPLIES& MATERIALS	6,159,424	3,980,804	3,980,804	1,742,317
	OTHER SERVICES AND CHARGES	363,055	11,000	65,878	-
	CAPITAL OUTLAY	7,710,867	36,403,447	36,407,020	759,137
	GRANTS, CONTRIBUTIONS	29971.54	8661995	12863889	0
	DEBT SERVICE	-5465736.96	46220112	42018218	7704082
	OPERATING TRANSFERS	24,063,697	24,678,394	24,678,394	1,171,950
		\$	\$	\$	\$
	TOTAL EXPENSES	52,080,397	219,472,005	219,530,456	13,273,231
TRANSPORTATION					
		\$	\$	\$	\$
	PERSONNEL SERVICES	487,632	757,840	757,840	746,797
	SUPPLIES& MATERIALS	536,667	728,925	952,302	973,545
	OTHER SERVICES AND CHARGES	6,779,503	10,337,102	10,744,168	11,901,817
	CAPITAL OUTLAY	26,532	4,565,000	5,074,182	4,815,000
		\$	\$	\$	\$
	TOTAL EXPENSES	7,830,333	16,388,867	17,528,492	18,437,159
SANITATION					
		\$	\$	\$	\$
	PERSONNEL SERVICES	756,748	1,111,757	1,111,757	1,248,880
	SUPPLIES& MATERIALS	144,147	206,985	183,485	184,629
	OTHER SERVICES AND CHARGES	12,446,971	13,130,589	13,209,089	13,721,004
	CAPITAL OUTLAY	-	300,000	285,000	1,375,000
	GRANTS, CONTRIBUTIONS	40,000	40,000	375,000	40,000
		\$	\$	\$	\$
	TOTAL EXPENSES	13,387,866	14,789,331	15,164,331	16,569,513
		\$	\$	\$	\$
	TOTAL ENTERPRISE EXPENSES	73,298,596	250,650,203	252,223,279	48,279,903

INTERNAL SERVICE

REVENUES

	\$	\$	\$	\$
GRP INS - ACTIVE EMPLOYEES	1,419,110	1,383,491	1,383,491	1,383,491
	\$	\$	\$	\$
GRP INS - RETIRED EMPLOYEES	62,500	68,181	68,181	68,181
	\$	\$	\$	\$
GRP INS-D&R RETIRED EMPLOYEES	734,995	780,000	780,000	780,000
GRP INS - CITY MATCH	11,800,227	13,425,071	13,425,071	13,306,872
GRP INS - FORMER EMPLOYEES	46,361	10,000	10,000	10,000
SETTLEMNT OF INS CLAIM CITY EM	1,018,668	216,165	216,165	216,165
	\$	\$	\$	\$
REVENUES	<u>15,081,861</u>	<u>15,882,908</u>	<u>15,882,908</u>	<u>15,764,709</u>

	\$	\$	\$	\$
OTHER SERVICES AND CHARGES	13,798,189	15,882,908	16,632,754	15,764,709
	\$	\$	\$	\$
TRANSFERS AND OTHER FUNCTIONS	13,798,189	15,882,908	16,632,754	15,764,709
	\$	\$	\$	\$
CAPITAL OUTLAY	13,798,189	15,882,908	16,632,754	15,764,709
	\$	\$	\$	\$
TOTAL EXPENDITURES	<u>13,798,189</u>	<u>15,882,908</u>	<u>16,632,754</u>	<u>15,764,709</u>

**METRO JACKSON CONVENTION
& VISTORS BUREAU
(AGENCY FUND 230) - BUDGET NOT
REQUIRED**

**CAPITAL CITY CONVENTION CENTER
(FUND 0124) - BUDGET NOT
REQUIRED**

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

President Lindsay recognized **Fidelis Malembeka, Chief Financial Officer, Sharon Thames, Deputy Chief Financial Officer** and **Shanekia Jordan, Clerk of Council**, who provided a brief overview of said item.

President Lindsay recognized **Council Member Banks** who moved; seconded by **Vice President Grizzell** to amend said order to accept the proposal presented by **Sharon Thames, Deputy Chief Finance Officer** in regards to the Master Lease Agreement. The motion prevailed by the following vote:

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

President Lindsay recognized **Council Member Banks** who moved; seconded by **Vice President Grizzell** to amend said order to allocate funds using Fund 391 ARPA in the amount of \$202,000 to youth engagement and \$30,000 to legal fund for state lobbyist.

Yeas –Banks, Grizzell, Hartley and Lindsay.

Nays – Foote.

Abstentions – Stokes.

Absent – None.

President Lindsay recognized **Council Member Banks** who moved; seconded by **Vice President Grizzell** to amend said order to allocate funds from Fund 370 in the amount of \$400,000.00 for Stormwater.

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

Nays – None.

Abstentions – Stokes.

Absent – None.

President Lindsay recognized **Council Member Banks** who moved; seconded by **Council Member Hartley** to amend said order to allocate funds from Fund 370 in the amount of \$300,000.00 to fund a disparity study.

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

Nays – Stokes.

Absent – None.

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

RESOLUTION APPROVING AND ADOPTING THE MUNICIPAL BUDGET FOR THE FISCAL YEAR 2024-2025.

WHEREAS, pursuant to Section 21-35-5 of the Mississippi Code Annotated of 1972, as amended, the governing authorities of each municipality of the State of Mississippi shall, not later than September 15th of each year, prepare a complete budget of the municipal revenues, expenses and working cash balances estimated for the next fiscal year, and shall prepare a statement showing the aggregate revenues collected during the current year in said municipality for municipal purposes; and

WHEREAS, pursuant to Section 21-35-5 of the Mississippi Code Annotated of 1972, as amended, the statement of revenue and expenses shall show every source of revenue along with the amount derived from each source; and

WHEREAS, pursuant to Section 21-35-5 of the Mississippi Code Annotated of 1972, as amended, the budget and statement of revenue and expenses, shall be published at least one (1) time during September in a newspaper published in the municipality; and

WHEREAS, pursuant to Section 21-35-5 of the Mississippi Code Annotated of 1972, as amended, prior to the adopting of the budget, the governing authority of each municipality shall hold at least one (1) public hearing to provide the general public with an opportunity to comment on the taxing and spending plan incorporated in the proposed budget; and

WHEREAS, pursuant to Section 21-35-5 of the Mississippi Code Annotated of 1972, as amended, the public hearing shall be held at least one (1) week prior to the adoption of the budget with advance notice and held outside normal working hours and the advance notice shall include an announcement published or posted in the same manner as required for the final adopted budget; and

WHEREAS, on August 19th, 22nd and 26th of 2024, a notice of a public hearing on the proposed budget for the upcoming fiscal year for the City of Jackson, MS was advertised in the Mississippi Link and the Clarion Ledger; and

WHEREAS, the required public hearing was advertised for and held on August 30, 2024, at 6:00 p.m. in Council Chambers located in City Hall, 219 South President Street, Jackson, Mississippi 39201; and

WHEREAS, the proposed budget is attached hereto and incorporated by reference as Exhibit “A”; and

WHEREAS, as mandated by Section 21-35-9 of the Mississippi Code Annotated of 1972, as amended, the proposed budget sets out separately each item for which any appropriation of expenditures is authorized to be expended and the fund out of which it is to be paid, the proposed budget also sets out the total amount appropriated and authorized to be expended for each fund, the cash balance in the fund at the close of the present preceding fiscal year, the working cash balance necessary for the next fiscal year, the estimated amount, if any, which will accrue to the fund from sources other than taxation for the current fiscal year, and the amount necessary to be raised for each fund by tax levy during the current fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY ACTING FOR AND ON BEHALF OF THE MUNICIPALITY, AS FOLLOWS:

Section 1. Declaration of official intent. The City of Jackson, Mississippi, hereby declares its official intent to approve and adopt the Municipal Budget, attached hereto and incorporated by reference as Exhibit “A,” that sets out separately each item for which any appropriation of expenditures is authorized to be expended and the fund out of which it is to be paid, the total amount appropriated and authorized to be expended for each fund, the cash balance in the fund at the close of the present preceding fiscal year, the working cash balance necessary for the next fiscal year, the estimated amount, if any, which will accrue to the fund from sources other than taxation for the current fiscal year, and the amount necessary to be raised for each fund by tax levy during the current fiscal year.

Section 2. Incidental action. The Mayor is authorized to take such action as may be necessary to carry out the purpose of this Resolution. The City of Jackson shall not authorize any expenditure of money, and the city clerk shall not issue any warrant for same, except for bonds, notes, debts and interest, after October 1, unless and until this budget is finally approved, and such approval is entered upon the Jackson City Council minutes.

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 11, 2024 2:00 P.M.**

1000

**CITY OF JACKSON, MISSISSIPPI
BUDGET OF ESTIMATED REVENUES
AND EXPENDITURES FOR THE FISCAL
YEAR ENDING SEPTEMBER 30, 2025**

GENERAL FUND

		2022-2023	2023-2024	2023-2024	2024-2025
		Actual	Adopted	Revised	Adopted
REVENUES					
LICENSES AND PERMITS:					
4210	PRIVILEGE LICENSES - MISC	\$40	\$100	\$100	\$100
4211	PRIVILEGE LICENSES	408,723	355,000	355,000	355,000
4215	BUILDING PERMITS	1,021,783	685,309	685,309	685,309
4216	A/C & DUCT PERMITS	15,322	43,085	43,085	43,085
4217	PLUMBING PERMITS	21,030	32,000	32,000	32,000
4218	ELECTRIC PERMITS	162,502	156,509	156,509	156,509
4219	GAS PERMITS	33,262	32,144	32,144	32,144
4221	MAINTENANCE FEES	75	1,000	1,000	1,000
4222	LANDSCAPE PERMITS	135	350	350	350
4223	HISTORIC PRESERVATION	3,331	3,000	3,000	3,000
4224	DANCE HALL & REC FEES	225	2,000	2,000	2,000
4225	TRANSIT MERCHANTS	-	1,250	1,250	1,250
4227	AIRCRAFT REGIST FEES	7,832	12,710	12,710	12,710
4229	ADULT ENTERTAINMENT LICENSE	5,732	3,000	3,000	3,000
4230	SPECIAL EVENT FEE	19,115	3,000	3,000	3,000
4240	SIGN --MISC.	-	7,527	7,527	7,527
4241	SIGN PERMITS	26,150	35,850	35,850	35,850
4242	SIGN REGISTRATION	-	300	300	300
4243	SIGNS TEMPORARY	360	2,570	2,570	2,570
4249	FIRE INSPECTIONS PERMITS	47,957	60,000	60,000	60,000
4250	COMMERICAL BURN PERMIT	1,400	401	401	401
4251	COMB. & FLAM. LIQUID PERMIT	4,750	7,400	7,400	7,400
4252	FIREWORKS DISPLAY PERMIT	1,650	900	900	900
4260	ZONING PERMITS	45,985	38,834	38,834	38,834
4280	TAXICAB LICENSE FEES	100	500	500	500
	TOTAL LICENSES & PERMITS	1,827,460	1,484,739	1,484,739	1,484,739

FINES AND FORFEITURES:

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 11, 2024 2:00 P.M.**

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4311	MISDEMEANOR FINES	88,458	200,000	200,000	200,000
4312	VEHICLE PARKING FINES	12,585	50,000	50,000	50,000
4313	MOVING TRAFFIC VIOLATIONS	479,461	671,704	665,086	671,704
4314	CITY COURT COST	2,452	6,425	6,425	6,425
4315	WARRANT FEE	28,686	69,439	69,439	69,439
4316	ANIMAL CONTROL CITATIONS	25	1,387	1,387	1,387
4318	MUNICIPAL COURT COMPUTER	5,570	9,766	9,766	9,766
4319	MUNICIPAL COURT DRIVER IMPR FEE	-	35	35	35
4322	ADMINISTRATIVE FEE - DEL C	87,904	184,683	184,683	184,683
4323	CONTEMPT FEE - MUNICIPAL COURT	16,081	51,674	51,674	51,674
4324	COMPUTERIZED CRIME PREVENTION- POLICE	5,632	11,115	11,115	11,115
4325	MUNICIPAL COURT ENHANCEMENT	56,178	85,000	85,000	85,000
4326	JACKSON ENCHANCEMENT FEE	28,081	49,976	49,976	49,976
4330	BAD CHECK FEES	290	1,153	1,153	1,153
4340	DAILY STORAGE FEE - VEHICLE	80,000	62,139	62,139	62,139
4341	WRECKER FEE	49,050	60,000	60,000	60,000
4344	EXPUNGEMENT FEE - MUNICIPAL	1,100	8,650	8,650	8,650
4345	JACKSON COLLECTION FEE	11,051	30,000	30,000	30,000
4346	DOCKET FEE - MUNICIPAL COUT	22,884	70,535	70,535	70,535
4347	DROPPED CHARGE FEE - MUN COURT	950	900	900	900
4348	CASH BOND CLEARING ACCOUNT	6,377	5,091	5,091	5,091
4349	REARRAIGNMENT FEE - MUN COURT	5,125	9,833	9,833	9,833
TOTAL FINES AND FORFEITURES		987,940	1,639,505	1,632,887	1,639,505

REVENUES

INTERGOVERNMENTAL REVENUE

FEDERAL

4408	POLICE OVERTIME - FBI/DEA GRANT	23,416	59,325	59,325	59,325
4410	DEA - MS GULF COAST (HIDTA)	15,781	26,806	26,806	-
4420	DEA - ASSEST & FORFEITURE	14,344	31,000	31,000	-
TOTAL INTERGOVERNMENTAL - FEDERAL		53,541	117,131	117,131	59,325

STATE

4511	ALCOHOL PERMITS - ABC	357,231.74	330,649.00	330,649.00	330,649.00
4512	GASOLINE TAX	576,061.87	569,395.00	569,395.00	569,395.00
4513	MUNICIPAL REVOLVING FUND	110,975.51	133,412.00	133,412.00	133,412.00
4514	STATE FIRE PROTECTION	993,020.80	500,000.00	1,449,624.00	1,449,624.00
4515	PRO-RATA STATE SALESTAX	26,568,249.86	31,969,801.00	31,969,801.00	31,969,801.00
4516	SEWER GRANT REPMT - SALES	4,453,642.98	0.00	0.00	0.00

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 11, 2024 2:00 P.M.**

1002

4517	HOMESTEAD EXEMPTION	2,022,629.04	1,808,881.00	1,808,881.00	1,808,881.00
4518	HOMESTEAD EXEMPTION CHARGE	14,766.77	20,423.00	20,423.00	20,423.00
4533	WIRELESS RADIO COMMUNICATION	0.00	101,763.00	101,763.00	0.00
4535	BUS & TRUCK PRIVILEGE TAX	394,411.65	431,879.00	431,879.00	431,879.00
4548	MDOT-LITTER PICKUP-JPD	0.00	12,660.00	12,660.00	12,660.00
4548	MS-NATIONAL PARK SERVICE		0.00	0.00	0.00
4599	OTHER STATE FUNDING	0.00	0.00	0.00	0.00
	TOTAL INTERGOVERNMENTAL - STATE				
		<u>35,490,990.22</u>	<u>35,878,863.00</u>	<u>36,828,487.00</u>	<u>36,726,724.00</u>
LOCAL					
4611	PRO-RATA COUNTY ROAD TAX	736,460	670,284	670,284	670,284
4613	SMITH ROBERTSON MUSEUM	10	3,300	3,300	3,300
	TOTAL INTERGOVERNMENTAL - LOCAL				
		<u>736,470</u>	<u>673,584</u>	<u>673,584</u>	<u>673,584</u>
ADMISSIONS, FEES, RENTALS					
4232	PASSPORT	89,207	70,058	70,058	70,058
4574	TSA	63,287	33,395	33,395	33,395
4596	AD VAL APP	-	100	100	100
4634	SMALL CELL	1,000	3,500	3,500	3,500
4715	PARKING METERS	22,452	100,000	100,000	100,000
4724	LOCAL RECORDS FEE	865	3,669	3,669	3,669
4732	CRASH REPORT	77,875	62,750	62,750	62,750
4812	MUN AUD-THALIA MARA HALL RENT	183,966	156,625	156,625	156,625
4820	SMITH ROBERTSON MUSEUM - DONATION	19	600	600	600
4821	SMITH ROBERTSON MUSEUM - ADMISSIONS	3,097	4,000	4,000	4,000
4822	SMITH ROBERTSON MUS - ROOM RENT	783	5,425	5,425	5,425
4823	SENIOR CENTER RESERVATION	-	1,200	1,200	1,200
4824	SMITH ROBERTSON - GIFT SHOP	1,912	80	80	80
4833	ARTS CTR - RENT ON COMMUNITY	-	4,100	4,100	4,100
4851	CARNIVAL INSPECTION FEE	1,200	50	50	50
4852	DAYCARE FIRE INSPECTION-AF	8,550	5,880	5,880	5,880
4855	FIRE WATER FLOW TEST FEE	6,400	2,800	2,800	2,800
4856	FIRE REPORTS & ETC.	17,900	17,200	17,200	17,200
4860	ACCIDENT REPORT FEE	33,255	124,171	124,171	124,171
4861	BACKGROUND CHECK FEE	2,525	10,530	10,530	10,530
4864	FINGERPRINTING	26,110	24,115	24,115	24,115
4865	VERIFICATION OF RECORD FEE	17,605	17,789	17,789	17,789
4868	BAIL BONDSMAN APPLICANT TELECOMMUNICATION FRANCHISE	-	150	150	150
4874	AGREEM	276,917	380,741	380,741	380,741
4875	RENTS AND ROYALTIES	11,100	31,100	31,100	31,100
4876	TOWER RENTALS	4,186,641	4,250,000	4,250,000	4,250,000

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 11, 2024 2:00 P.M.**

1003

4880	RENT PISTOL RANGE	185	2,323	2,323	2,323
4883	SPRINKLER-HYDRO STATIC-PUMP	1,850	720	720	720
4884	FIRE ALARM ACCEPTANCE TEST	4,900	1,000	1,000	1,000
4885	FIRE RE-INSPECTION	975	5,000	5,000	5,000
4886	FIRE KNOX	-	25	25	25
4888	FIRE SUPPRESSION SYSTEM TE	1,500	600	600	600
4889	FIRE TRUCK ON SITE	-	3,600	3,600	3,600
4890	OUTDOOR ADVERTISING	11,970	11,970	11,970	11,970
4891	RENTAL FEE - FIRE MUSEUM	-	260	260	260
4893	SCHOOL TOURS FEE - FIRE MUSEUM	-	1,476	1,476	1,476
4894	RENTAL INSPECTIONS	2,700	350	350	350
4914	LAND RENTAL	14,196	10,000	10,000	10,000
	TOTAL ADMISSIONS, FEES AND RENTALS				
		5,070,940	5,347,352	5,347,352	5,347,352
 INTEREST REVENUES:					
4911	INTEREST EARNED ON INVESTMENTS	609	11,399	11,399	11,399
4913	INTEREST EARNED ON REPOS	140,996	382,698	382,698	375,664
	TOTAL INTEREST EARNED ON INVESTMENTS				
		141,606	394,097	394,097	387,063
 REVENUES					
MISCELLANEOUS INCOME:					
4647	RENTAL ®ISTRY	969,102	786,679	786,679	786,679
5410	SALE OF EASEMENT	-	-	-	5,000
5411	PUBLIC UTILITY FRANCHISE FEE	5,526,097	4,752,792	5,357,792	4,752,792
5412	FRANCHISE CABLE TELEVISION	979,418	1,200,000	1,200,000	1,200,000
5413	NUCLEAR POWER PLANTS	1,564,036	1,602,421	1,602,421	1,602,421
5414	IN-LIEU-OF PROPERTY TAX	66,389	1,010,651	61,027	61,027
5417	WATER/SEWER FRANCHISE FEE	972,534	972,534	972,534	972,534
5426	SALE OF LAND	107,051	60,167	60,167	60,167
5427	SALE OF FIXED ASSETS	622,085	255,706	255,706	55,706
5435	SMALL ANIMAL CONTROL	-	1,200	1,200	1,200
	POLICE TRAINING REIMBURSEMENTS				
5451	OTHER AGENCIES	21,600	20,000	20,000	20,000
5454	POLICE-MISC	657	65,348	65,348	65,348
5463	POLICE - SALE OF WEAPONS	10	15	15	15
5466	PUBLIC SAFETY COMM TRNG REIMB	-	-	-	80,603
5467	UNION STATION TENANTS/JRA	36,849	102,379	102,379	102,379
5475	PROCEEDS OF FORFEITURES	10,294	139,149	139,149	-
5511	GRANTS & DONATION	25,718	280,640	280,640	280,640

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 11, 2024 2:00 P.M.**

1004

5515	INDIRECT COST	2,357,913	2,680,223	2,680,223	2,680,223
5520	OTHER DEPARTMENTS	47,761	90,148	90,148	90,148
5524	I.D. BADGE	30	180	180	180
5525	PARKING FEE - CITY EMPLOYEES	2,999	6,730	6,730	6,730
5545	ADMIN. FEE - PAYROLL DEDUCTION	13,132	15,725	15,725	15,725
5550	MS VALLEY REFUND	-	800	800	800
5551	ENTERGY REFUND	29	1,000	1,000	1,000
5552	SCB REFUND	-	220	220	220
5576	BUILDING & PERMIT - MISC.	85,489	110,957	110,957	110,957
5577	PLUMBING EXAM	14,050	11,000	11,000	11,000
5578	ELECTRICAL EXAM	10,275	100	100	100
5580	PENALTY ON DEMO/GRASS/WEED	4,043	30,000	30,000	30,000
5614	SITE PLAN, REVIEW	15,795	16,157	16,157	16,157
5616	SALE OF MAPS, PLANS, SPEC	5	158	158	158
5620	SMITH ROBERSTON - NISSAN GRANT	-	20,115	20,115	20,115
5628	TRAFFIC	-	170	170	170
5634	GEOGRAPHIC INFORMATION SYSTEM	-	-	-	100
5656	ABSTRACT FEES	6,480	6,961	6,961	6,961
5657	FINANCE - M	-	10	10	10
5660	CELLULAR REBATE	34,878	32,000	32,000	32,000
5666	CITY CLERK	19,946	15,271	15,271	15,271
5667	CEMETERIES	-	25,000	25,000	25,000
5675	FIRE DEPARTMENT	194	-	-	100
5676	FIRE SAFETY EDUCATION PROGRAM	214	-	-	200
5692	INKIND FEES	19,342	29,237	29,237	29,237
5694	PUBLICATION - MISC	2,008	7,089	7,089	7,089
5711	MARY JONES DAYCARE	-	220	220	220
5725	CAFETERIA PLAN - FLEXIBLE SPENDING	-	150,000	150,000	150,000
5795	SETTLEMENT OF INSURANCE CLAIMS	501,798	75,000	75,000	75,000
5821	PROCEEDS OF LONG TERM DEBT	-	375,850	375,850	375,850
5830	FEES FOR LOST FUELMAN CARDS	240	181	181	181
	TOTAL MISCELLANEOUS INCOME	14,038,462	14,950,183	14,605,559	13,747,413
	OPERATING TRANSFERS IN:				
5911	TRANSFER IN/FROM GENERAL FUND	362,630	314,779	561,487	457,134
5912	TRANSFER IN/FROM WATER/SEWER	-	-	-	1,477,105
5914	TRANSFER IN/FROM OTHER FUNDS	1,500,000	1,528,200	1,066,400	2,194,640
	TOTAL OPERATING TRANSFERS IN	1,862,630	1,842,979	1,627,887	4,128,879

**SPECIAL MEETING OF THE CITY COUNCIL
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1005

TOTAL FROM ALL SOURCES OTHER THAN TAXATION		<u>60,210,039</u>	<u>62,328,433</u>	<u>62,711,723</u>	<u>64,194,584</u>
5899	APPLIED FUND BALANCE	-	1,825,115	3,437,069	6,907,963
TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION		60,210,039	64,153,548	66,148,791	71,102,547
 TAXES:					
4111	REAL PROPERTY	36,193,102	36,643,499	36,643,499	36,482,211
4112	PERSONAL PROPERTY	19,263,050	19,218,180	19,218,180	19,811,009
4113	DELINQUENT REALTY	321,251	927,952	927,952	927,952
4114	DELINQUENT PERSONAL	35,899	218,093	218,093	218,093
4115	AUTOMOTIVE	6,245,562	6,511,984	6,511,984	6,758,985
4116	MOTOR VEHICLE RENTAL TAX	883,929	784,544	784,544	784,544
4118	INTEREST ON CURRENT	378,985	801,265	801,265	801,265
4119	INTEREST ON PRIOR YEARS	837,097	614,406	614,406	614,406
4131	RAIL CAR TAXES	64,089	64,473	64,473	64,473
4134	1% METRO	2,479,007	4,630,563	4,630,563	-
4135	TAX FORFEITED LAND	176,477	100,000	100,000	100,000
4140	COMMUNITY IMPROVEMENT	7,290	8,000	8,000	8,000
TOTAL TAXES		<u>66,885,737</u>	<u>70,522,959</u>	<u>70,522,959</u>	<u>66,570,938</u>
 TOTAL AVAILABLE CASH AND ANTICIPATED					
REVENUE FROM ALL SOURCES		<u>\$ 127,095,776</u>	<u>\$ 134,676,507</u>	<u>\$ 136,671,751</u>	<u>\$ 137,673,485</u>

POLICE

	\$	\$	\$	\$
PERSONNEL SERVICES	22,543,290	29,142,720	29,152,720	30,419,073
SUPPLIES & MATERIALS	1,987,957	2,493,296	2,485,531	2,226,845
OTHER SERVICES & CHARGES	1,750,709	1,794,621	1,897,229	1,683,931
CAPITAL OUTLAY	2,349,436	1,025,887	1,825,771	1,466,961
GRANTS, CONTRIBUTION	1,303,615	1,345,066	1,343,386	1,321,066

**SPECIAL MEETING OF THE CITY COUNCIL
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1006

TRANSFERS AND OTHER FUNCTIONS	-	-	-	-
DEBT SERVICES	12,120	40,796	380,881	61,404
	\$	\$	\$	\$
TOTAL	29,947,127	35,842,386	37,085,518	37,179,280

FIRE

PERSONNEL SERVICES	20,659,521	22,643,637	22,643,637	22,471,565
SUPPLIES & MATERIALS	664,128	770,608	715,608	803,198
OTHER SERVICES & CHARGES	914,596	802,188	707,188	802,188
CAPITAL OUTLAY	559,911	939,138	1,099,755	1,010,552
GRANTS, CONTRIBUTION	-	69	69	69
DEBT SERVICES	52,057	52,057	41,440	30,643
	\$	\$	\$	\$
TOTAL	22,850,213	25,207,697	25,207,697	25,118,215

PUBLIC WORKS

PERSONNEL SERVICES	6,016,193	8,188,553	7,953,452	8,294,191
SUPPLIES & MATERIALS	1,265,177	1,602,879	1,941,635	1,697,410
OTHER SERVICES & CHARGES	2,375,530	3,521,842	3,533,029	6,095,777
CAPITAL OUTLAY	371,868	450,731	465,593	474,302
GRANTS, CONTRIBUTION	-	236,754	235,713	880,838
TRANSFERS AND OTHER FUNCTIONS	-	-	-	-
DEBT SERVICES	85,512	151,534	151,534	117,724
	\$	\$	\$	\$
TOTAL	10,114,279	14,152,293	14,280,956	17,560,242

PLANNING & DEVELOPMENT

PERSONNEL SERVICES	2,675,620	3,533,271	3,762,237	4,762,875
SUPPLIES & MATERIALS	113,148	120,205	106,205	82,064

**SPECIAL MEETING OF THE CITY COUNCIL
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1007

OTHER SERVICES & CHARGES	4,908,117	4,747,716	4,552,789	4,738,085
CAPITAL OUTLAY	95,750	108,000	102,100	500,000
GRANTS, CONTRIBUTION	69,695	71,675	57,536	66,675
TRANSFERS AND OTHER FUNCTIONS	1,898,609	1,898,609	1,898,609	1,898,609
DEBT SERVICES	-	1,025	1,025	-
	\$	\$	\$	\$
TOTAL	9,760,939	10,480,501	10,480,501	12,048,308

HUMAN & CULTURAL SERVICES

	\$	\$	\$	\$
PERSONNEL SERVICES	1,486,681	1,830,004	1,765,497	1,907,172
SUPPLIES & MATERIALS	71,309	102,628	173,140	103,129
OTHER SERVICES & CHARGES	722,062	626,796	682,517	628,577
CAPITAL OUTLAY	382,984	402,621	289,095	229,082
GRANTS, CONTRIBUTION	253,342	290,000	475,000	290,000
TRANSFERS AND OTHER FUNCTIONS	69,102	69,102	62,484	69,102
DEBT SERVICES	24,133	20,939	20,939	28,656
	\$	\$	\$	\$
TOTAL	3,009,613	3,342,090	3,468,672	3,255,718

HUMAN RESOURCES

	\$	\$	\$	\$
PERSONNEL SERVICES	865,675	945,041	945,041	1,001,733
SUPPLIES & MATERIALS	20,679	20,687	20,487	26,187
OTHER SERVICES & CHARGES	81,424	92,055	93,922	97,056
CAPITAL OUTLAY	30,755	61,036	97,266	52,736
GRANTS, CONTRIBUTION	69,476	226,811	141,970	101,337
DEBT SERVICES	5,858	11,541	11,541	55,952
	\$	\$	\$	\$
TOTAL	1,073,867	1,357,171	1,310,227	1,335,001

ADMINISTRATION

	\$	\$	\$	\$
PERSONNEL SERVICES	3,237,144	4,327,312	4,306,732	4,638,885

**SPECIAL MEETING OF THE CITY COUNCIL
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1008

SUPPLIES & MATERIALS	24,489	44,270	140,892	60,318
OTHER SERVICES & CHARGES	554,434	1,358,828	1,301,909	1,444,078
CAPITAL OUTLAY	-	19,123	-	-
GRANTS, CONTRIBUTION	-	10,100	10,100	10,100
	\$	\$	\$	\$
TOTAL	3,816,067	5,759,633	5,759,633	6,153,381

GENERAL GOVERNMENT

	\$	\$	\$	\$
PERSONNEL SERVICES	4,820,858	5,843,072	5,975,930	6,706,052
SUPPLIES & MATERIALS	92,315	229,122	269,122	229,036
OTHER SERVICES & CHARGES	3,944,996	7,574,492	7,325,491	6,847,579
CAPITAL OUTLAY	55,122	75,214	99,706	79,326
GRANTS, CONTRIBUTION	1,283,169	610,648	824,648	610,563
TRANSFERS AND OTHER FUNCTIONS	12,945,573	14,174,422	14,356,362	10,007,033
DEBT SERVICES	1,676,189	1,371,160	1,371,160	1,339,788
	\$	\$	\$	\$
TOTAL	24,818,223	29,878,130	30,222,419	25,819,377

MUNICIPAL CLERK

	\$	\$	\$	\$
PERSONNEL SERVICES	443,880	571,546	571,546	572,495
SUPPLIES & MATERIALS	3,942	19,958	19,958	19,558
OTHER SERVICES & CHARGES	143,093	209,516	187,516	660,470
CAPITAL OUTLAY	-	45	22,045	45
	\$	\$	\$	\$
TOTAL	590,915	801,065	801,065	1,252,568

INFORMATION TECHNOLOGY

	\$	\$	\$	\$
PERSONNEL SERVICES	2,753,663	2,717,960	2,508,086	2,881,004
SUPPLIES & MATERIALS	290,922	557,708	546,710	534,238

**SPECIAL MEETING OF THE CITY COUNCIL
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1009

OTHER SERVICES & CHARGES	2,007,291	1,927,439	2,753,311	1,986,927
CAPITAL OUTLAY	1,019,106	1,103,226	1,103,226	1,058,395
TRANSFERS AND OTHER FUNCTIONS	-	1,446,000	1,040,522	1,446,000
DEBT SERVICES	84,120	103,208	103,208	44,831
	\$	\$	\$	\$
TOTAL	6,155,102	7,855,541	8,055,063	7,951,395
	\$	\$	\$	\$
TOTAL GENERAL FUND EXPENDITURES	112,136,346	134,676,507	136,671,751	137,673,485

CLAIMS FUND

<u>REVENUES</u>					
4911	INTEREST EARNED ON INVESTMENTS	225,074	50	50	50
4913	INTEREST EARNED ON REPOS	724	-	-	-
5911	TRANSFER IN/FROM GENERAL FUND	1,000,000	1,925,943	1,925,943	1,925,943
5899	APPLIED FUND BALANCE	-	5,093,473	5,093,473	5,093,473
	TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION	1,225,797	7,019,466	7,019,466	7,019,466
	OTHER SERVICES & CHARGES	850	5,723	5,723	5,723
	GRANTS, CONTRIBUTIONS	525,319	7,013,743	7,013,743	7,013,743
	TOTAL	526,169	7,019,466	7,019,466	7,019,466

FEDERAL GRANTS

<u>REVENUES</u>					
4421	TITLE IIIB OUTREACH	20579	31579	20579	31579
4423	TITLE III-B TRANSPORTATION	120000	152365	150000	152365
4425	TITLE III CONGREGATE MEALS	0	160441	88440	160441
4431	NCSC AIDES	328728	469617	469617	476257
4432	SSBG TITLE XX HOME DELIVERED	0	354706	215566	354706
4449	MMRS GRANT-METRO MED RESPONSE	0	25198	25198	25198
4460	HOME PROGRAM	66100.57	4045576	5845192	4442042
4461	CDBG-HOUSING & COMM DEVELOPMT	1073925.94	6159684	7799812	7799277
4468	EMERGENCY SHELTER GRANT	115318.76	232400	333356	232516
4490	CITY MATCHING FUNDS	0	429809	429809	429809
4498	H O P W A GRANT - DEPT. OF HUD	1681380.46	2254156	3377208	3724381

**SPECIAL MEETING OF THE CITY COUNCIL
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1010

4591	ESG COVID 2020	221461.35	27557	370	370
4595	CDBG COVID CARES	542839.34	1704194	1618719	796198
4610	CORONAVIRUS RECOVERY FUNDS	0	13705946	13299038	2821016
4639	MDOT- ERBR PROJECTS	0	0	268945	0
4640	STATE STREET SIGNAL PROJEC	0	0	1162050	0
4650	2022 COPS MICROGRANT	0	0	174948	0
4656	HOME AMERICAN RESCUE PLAN	0	3184710	3184490	3184710
4661	TERRY RD REHAB AND SIDEWALK	0	0	947414	0
4675	KABOOM - PLAYGROUND EQUIPMENT	0	38151	38151	0
4679	FEMA-4598-DR-MS	1049500.2	0	0	0
4688	2020 SAKI GRANT DOJ	201275.56	824841	824841	0
4691	2019 ED BRYNE MEMORIAL GRANT	201830	0	42241	0
4697	MEADOWBROOK - 108076	0	0	350019	0
4699	2022 CRIME GUN INTEL GRANT	0	0	675000	0
4764	2021 ED BRYNE MEMORIAL JUSTICE	0	0	247212	36272
4789	LITTLE J RAIL TRAIL	0	0	198756	0
4913	INTEREST EARNED ON REPOS	64113.43	20232	9128	9128
5482	TIGER GRANT	0	5738434	5738434	0
5483	LEAD-BASED HAZARD GRANT	249996.61	1581981	1581981	1581981
5484	MHC BLIGHT ELIMINATION PROGRAM	0	1861029	1826615	1747332
4799	DFA-HB603	0	0	238922	238922
5687	TITLE III CONGREGATE DONATION	0	150	150	150
5778	HOME - PROGRAM INCOME	1230	2000	2000	2000
5787	PROGRAM INCOME - MINCAP	8067.2	4000	4000	4000
5899	APPLIED FUND BALANCE/R.E.	0	381048	321053	402550
5911	TRANSFERS IN/FROM GENERAL FUND	122838	122838	116220	98427
TOTAL AVAILABLE CASH AND ANTICIPATED REVENUE FROM ALL SOURCES		\$ 5,946,346	\$ 43,512,642	\$ 51,625,474	\$ 28,751,627

FEDERAL GRANTS FUND

PERSONAL SERVICE	\$ 1,547,883	\$ 2,100,674	\$ 1,826,973	\$ 1,475,361
SUPPLIES & MATERIALS	225,566	759,284	1,052,740	999,201
OTHER SERVICES & CHARGES	940,815	9,319,687	18,354,556	2,797,640
CAPITAL OUTLAY	(571,383)	2,577,527	6,696,203	1,679,575
GRANTS, CONTRIBUTIONS, AND APPROPRIATIONS	1,151,092	28,755,470	19,234,525	15,845,373
OPERATING TRANSFERS	1,500,000	-	4,460,477	5,954,477
TOTAL EXPENDITURES	\$ 4,793,974	\$ 43,512,642	\$ 51,625,474	\$ 28,751,627

DEBT SERVICE

REVENUES

4227	AIRCRAFT REGISTRATION	812	0	0	0
4517	HOMESTEAD EXEMPTION	209,115	18,926	18,926	14,761

**SPECIAL MEETING OF THE CITY COUNCIL
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1011

4518	HOMESTEAD EXEMPTION CHARGEBACK	1,659	0	0	0
4911	INTEREST EARNED ON INVESTMENTS	22,074	0	0	0
4913	INTEREST EARNED ON REPOS	30,149	0	0	0
5418	CAPITAL CTY CONVENTION COMMISS	1,924,120	0	0	4,718,688
5670	COUNTY TAXES	344,370	222,000	222,785	222,000
5899	APPLIED FUND BALANCE/R.E.	-	1,534,106	1,534,106	2,659,200
5914	TRANSFERS IN/FROM OTHER FUNDS	11,140,558	15,265,872	15,266,872	10,106,308
5937	PMTS FROM OTHER FUNDS	-	0	0	0
	TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION	13,672,856	17,040,904	17,042,689	17,720,957
	TAXES				
4111	CURRENT REALTY TAXES	3,897,184	2,917,253	2,917,253	2,790,279
4112	CURRENT PERSONAL TAXES	2,001,889	1,484,871	1,484,871	1,463,593
4113	DELINQUENT REALTY TAXES	59,005	1	1	0
4114	DELINQUENT PERSONAL TAXES	5,220	0	0	0
4115	AD VALOREM TAX ON AUTOMOBILES	721,759	511,632	511,632	510,116
	TOTAL TAXES	6,685,057	4,913,757	4,913,757	4,763,988
	TOTAL AVAILABLE CASH AND ANTICIPATED REVENUE FROM ALL SOURCES	\$ 20,357,913	\$ 21,954,661	\$ 21,956,446	\$ 22,484,945

DEBT SERVICE

	OTHER SERVICES & CHARGES	11,286	15,996	17,745	14,146
	OPERATING TRANSFERS	6,687,124	6,466,788	6,466,788	7,437,948
	DEBT SERVICE	14,383,549	15,471,877	15,471,913	15,032,851
	TOTAL EXPENDITURES	\$ 21,081,959	\$ 21,954,661	\$ 21,956,446	\$ 22,484,945

PARKS & ZOO

REVENUES

4227	HOMESTEAD EXEMPTION	305	500	500	350
4517	HOMESTEAD EXEMPTION CHARGEBACK	78,763	65,000	65,000	65,000
4518	GROVE PARK GREEN FEES	591	660	660	660

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 11, 2024 2:00 P.M.**

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4576	GROVE PK ELEC. GOLF CART RENT	6,959	10,000	10,000	5,000
4577	SONNY GUY GREEN FEES	91,187	150,000	150,000	31,537
4578	SONNY GUY PK ELEC GLF CART REN	545	35,000	35,000	300
4716	RANGE BALLS	1,925	10,000	10,000	1,800
4717	SWIMMING FEES	3,165	3,500	3,500	1,200
4720	ATHLETIC FEES	44,284	87,000	87,000	46,500
4721	GYM USER FEES	25,204	41,000	41,000	20,000
4722	SMITH WILL STAD RENT CONCESS	5,169	13,800	13,800	5,000
4741	PARKS BUILDING RENTALS	364	3,391	3,391	1,000
4742	PARKS FIELD RENTALS	16,322	22,042	22,042	17,000
4743	PARKS CONCESSIONS	10,807	13,500	13,500	9,500
4744	PARKS PROGRAMS REGISTRATION	-	0	0	0
4745	JONES CENTER RENTAL	12,237	13,500	13,500	10,500
4746	DANCE KARATE AEROBICS	1,850	5,500	5,500	1,500
4747	PARKS-OTHER	139	100	100	100
4748	VENDOR FEES - PARK EVENTS	2,410	5,000	5,000	1,400
4749	ADMISSIONS /SUMMER FESTIVALS	-	8,000	8,000	0
4750	MYNELLE GARDEN-PHOTOGRAPHY	-	1,000	1,000	0
4752	MYNELLE GARDEN ADMISSIONS	163	2,000	2,000	100
4757	MYNELLE GARDEN RENTAL	500	600	600	600
4758	MYNELLE GARDEN WEDDINGS	-	2,500	2,500	0
4762	MYNELLE GARDEN GIFT SHOP SALES	2,451	0	0	1
4779	DONATIONS-SUMMER FESTIVALS	100	300	300	100
4780	RENTS AND ROYALTIES	2,419	3,000	3,000	1,500
4781	ZOO GIFT SHOP	-	499	499	499
4782	ZOO ADMISSIONS	2,600	3,800	3,800	1,200
4784	ZOO VENDOR FEES	64	100	100	50
4817	INTEREST EARNED ON INVESTMENTS	-	5,000	5,000	0
4875	INTEREST EARNED ON REPOS	7,210	25,000	25,000	7,500
4911	GOLF MERCHANDISE	160	20	20	20
4913	GRANTS & DONATIONS	421	1,880	1,880	500
5511	OTHER DEPARTMENTS	12,010	11,414	21,414	0
5520	TRANSFERS IN/FROM GENERAL FUND	1,220	2,100	2,100	1,000
5911		6,039,109	5,956,051	5,956,051	6,266,679

**SPECIAL MEETING OF THE CITY COUNCIL
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5914	TRANSFERS IN/FROM OTHER FUNDS	-	0	28,100	0
	TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION	6,370,652	6,502,757	6,540,857	6,498,096
	TAXES				
4111	CURRENT REALTY TAXES	1,407,566	1,407,471	1,407,471	1,400,738
4112	CURRENT PERSONAL TAXES	749,787	738,167	738,167	760,645
4113	DELINQUENT REALTY TAXES	13,786	19,883	19,883	19,883
4114	DELINQUENT PERSONAL TAXES	1,485	3,883	3,883	3,883
4115	AD VALOREM TAX ON AUTOMOBILES	245,721	250,124	250,124	259,512
	TOTAL TAXES	2,418,346	2,419,528	2,419,528	2,444,661
	TOTAL AVAILABLE CASH AND ANTICIPATED REVENUE FROM ALL SOURCES	\$ 8,788,998	\$ 8,922,285	\$ 8,960,385	\$ 8,942,757
	PARKS				
	PERSONAL SERVICE	\$ 5,160,103	\$ 6,188,850	\$ 6,188,850	\$ 6,191,318
	SUPPLIES & MATERIALS	685,102	766,129	825,388	787,055
	OTHER SERVICES & CHARGES	1,961,742	1,497,079	1,603,022	1,514,000
	CAPITAL OUTLAY	160,156	408,688	253,986	393,432
	OPERATING TRANSFERS	-	-	28,100	-
	DEBT SERVICE	47,857	61,039	61,039	56,952
	TOTAL EXPENDITURES	\$ 8,014,961	\$ 8,921,785	\$ 8,960,385	\$ 8,942,757
	D&R				
	<u>REVENUES</u>				
4227	AIRCRAFT REGISTRATION	414	604	604	604
4517	HOMESTEAD EXEMPTION HOMESTEAD EXEMPTION	104,361	100,000	100,000	100,000
4518	CHARGEBACK	1,100	1,000	1,000	1,000
4913	INTEREST EARNED ON REPOS	1,190	0	0	0
	TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION	107,065	101,604	101,604	101,604
	TAXES				
4111	CURRENT REALTY TAXES	1,872,123	2,241,304	2,241,304	2,329,954

**SPECIAL MEETING OF THE CITY COUNCIL
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4112	CURRENT PERSONAL TAXES	994,153	1,140,816	1,140,816	1,222,137
4113	DELINQUENT REALTY TAXES	26,270	17,086	17,086	17,086
4114	DELINQUENT PERSONAL TAXES	2,856	7,000	7,000	7,000
4115	AD VALOREM TAX ON AUTOMOBILES	465,612	393,083	393,083	425,960
TOTAL TAXES		3,361,014	3,799,289	3,799,289	4,002,137
TOTAL AVAILABLE CASH AND ANTICIPATED REVENUE FROM ALL SOURCES		\$ 3,468,080	\$ 3,900,893	\$ 3,900,893	\$ 4,103,741

DISABILITY & RELIEF

GRANTS, CONTRIBUTIONS, AND
APPROPRIATIONS

3,469,363 3,900,893 3,900,893 4,103,741

TOTAL EXPENDITURES

3,469,363 3,900,893 3,900,893 4,103,741

LIBRARY

REVENUES

4227	AIRCRAFT REGISTRATION	262	0	0	0
4517	HOMESTEAD EXEMPTION	67,342	18,169	18,169	34,309
4518	HOMESTEAD EXEMPTION CHARGEBACK	510	0	0	0
TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION		68,114	18,169	18,169	34,309

TAXES

4111	CURRENT REALTY TAXES	1,203,470	1,203,387	1,203,387	1,197,631
4112	CURRENT PERSONAL TAXES	641,173	631,133	631,133	650,352
4113	DELINQUENT REALTY TAXES	11,823	0	0	0
4114	DELINQUENT PERSONAL TAXES	1,248	0	0	0
4115	AD VALOREM TAX ON AUTOMOBILES	212,263	213,856	213,856	221,883
TOTAL TAXES		2,069,978	2,048,376	2,048,376	2,069,866

TOTAL AVAILABLE CASH AND
ANTICIPATED REVENUE FROM ALL
SOURCES

\$
2,138,092 \$
2,066,545 \$
2,066,545 \$
2,104,175

LIBRARY

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 11, 2024 2:00 P.M.**

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OTHER SERVICES & CHARGES	113,442	119,537	119,537	119,537
GRANTS, CONTRIBUTIONS, AND APPROPRIATIONS	1,947,008	1,947,008	1,947,008	1,984,638
 TOTAL EXPENDITURES	 \$ 2,060,450	 \$ 2,066,545	 \$ 2,066,545	 \$ 2,104,175

STATE GRANTS

REVENUES

4564	BUDDY BUTTS RACEWAY TRACK	-	86,387	0	0
4573	402 POLICE TRAFFIC SERVICES	-	25,552	25,552	25,552
4575	DPS CORONA SUPPLEMENT GRANT	-	700	700	700
4588	CHICAGO JOBS CORP	181,235	0	150,679	0
4597	DFA JACKSON ZOO BOND	-	20,700	104,470	13,339
4598	NLC-SOUTHERN CITIES INCLUSION	-	0	15,000	0
4638	DFA-PLANETARIUM	-	669,353	669,353	444,353
4644	DFA-SB2971-LIVINGSTON PARK	15,000	0	15,000	0
4648	DFA-LAKE HICO AND NORTHGATE	500,000	0	500,000	0
4649	DFA-SB2971-TOUGALOO CENTER	15,000	0	15,000	0
4660	DFA-SB2971-PETE BROWN GOLF	2,000,000	1,104,329	474,788	461,353
4676	DFA- THALIA MARA HALL \$2M	-	13,500	3,953	0
4677	DFA- EUBANKS HB 1353	-	0	1,000,000	0
4680	NLC-MUNICIPAL REIMAGINING COMM	-	62,704	62,704	33,114
4681	MISSISSIPPI HUMANITIES COUNCIL	-	80,215	80,215	36,329
4682	ASPEN INSTITUTE	-	103,125	103,125	66,468
4683	NLC GRANT CAO	-	162,100	157,200	43,928
4693	ROBERT WOOD JOHNSON FOUNDATION	-	7,200	7,200	0
4694	RAND CORPORATIONS	-	0	0	0
4695	NLC ENTREPRENEURSHIP	35,000	35,000	42,545	35,000
4738	NLC MICROLENDING	-	0	238,922	238,922
4763	FITLOT PARTNERSHIP	3,510	3,510	3,510	0
4786	HARTFORD INSURANCE	-	10,000	10,000	10,000
4913	INTEREST EARNED ON REPOS	3,437	10,812	10,812	10,812
5899	APPLIED FUND BALANCE/R.E.	-	557,392	560,902	561,588
 TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION		 2,753,182	 2,952,579	 4,251,630	 1,981,458

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 11, 2024 2:00 P.M.**

1016

STATE GRANTS FUND

	\$	\$	\$	\$
PERSONAL SERVICE	233,522	162,955	308,559	181,359
SUPPLIES & MATERIALS	118,032	286,421	299,625	180,791
OTHER SERVICES & CHARGES	1,813,710	1,859,215	1,510,857	1,266,899
CAPITAL OUTLAY	177,871	375,845	1,950,389	327,409
GRANTS, CONTRIBUTIONS, AND APPROPRIATIONS	-	260,943	175,000	25,000
OPERATING TRANSFERS	-	7,200	7,200	-
TOTAL EXPENDITURES	<u>2,343,135</u>	<u>2,952,579</u>	<u>4,251,630</u>	<u>1,981,458</u>

IMPROVEMENTS

REVENUES

4536 MDOT - REIMBURSEMENT	-	1,613,016	1,613,016	1,748,022
4542 MDOT-TCSP TRAFFIC CALMING GRAN	-	157,516	157,516	0
4554 MDOT - STPD 7257-00 (001)	-	500,000	500,000	500,000
4558 MDOT - MILL STREET PROJECT	-	1,649,667	1,649,667	0
4559 MDOT-FONDREN ENHANCEMNT PROJECT	-	129,533	129,533	129,533
4601 CMPDD- NORTH JACKON SIGNALS	-	13,032	13,032	13,032
4603 MILL STATE FORT WEB WOOD WIL	-	2,093,473	2,093,473	0
4604 MILL & REPAIR NORTHSIDE/I55	-	1,264,764	1,264,764	19,573
4621 STREET RESURFACING	-	34,110	34,110	34,110
4913 INTEREST EARNED ON REPOS	6,675	4,350	4,350	4,350
5511 GRANTS & DONATIONS	-	725	725	725
5795 SETTLEMENT OF INS CLAIM PROP	-	106,966	410,808	10,023,468
5821 PROCEEDS OF LONG TERM DEBT	-	329,414	329,414	0
5899 APPLIED FUND BALANCE/R.E.	-	1,993,353	1,993,353	2,034,267
5911 TRANSFERS IN/FROM GENERAL FUND	160,000	160,000	160,000	160,000
5914 TRANSFERS IN/FROM OTHER FUNDS	-	1,177,397	1,177,397	2,326,502
TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION	<u>166,675</u>	<u>11,227,316</u>	<u>11,531,158</u>	<u>16,993,582</u>
TAXES				
4111 CURRENT REALTY TAXES	795,852	1,481,328	1,848,507	1,481,328
TOTAL TAXES	<u>795,852</u>	<u>1,481,328</u>	<u>1,848,507</u>	<u>1,481,328</u>

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 11, 2024 2:00 P.M.**

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TOTAL AVAILABLE CASH AND ANTICIPATED REVENUE FROM ALL SOURCES	\$	\$	\$	\$
	962,528	12,708,644	13,379,665	18,474,910

IMPROVEMENT FUND

SUPPLIES & MATERIALS	-	45,204	45,204	5,264
OTHER SERVICES & CHARGES	-	5,485,450	969,360	139,255
CAPITAL OUTLAY	(394,500)	3,522,790	8,199,522	13,641,560
GRANTS, CONTRIBUTIONS, AND APPROPRIATIONS	1,534,401	3,580,200	3,947,379	2,362,329
OPERATING TRANSFERS	1,500,000	75,000	218,200	2,326,502
TOTAL EXPENDITURES	\$	\$	\$	\$
	2,639,901	12,708,644	13,379,665	18,474,910

CAPITAL PROJECTS

REVENUES

4142	MODERNIZATION TAX	-	54,620	54,620	0
4536	INTEREST EARNED ON REPOS	-	3,290,619	3,290,619	0
4543	MDOT	10,172,702	9,849,040	9,849,040	9,849,040
4563	MDOT	218,477	85,000	93,430	49,230
4913	SALE OF BONDS	6,977,216	6,249,148	12,882,780	0
5820	PAYMENT FROM OTHER FUNDS	-	0	0	0
5822		-	10,534,514	9,747,614	8,119,548
5899		-	0	0	0
5914	APPLIED FUND BALANCE/R.E.	-	4,935,307	4,935,307	0
5937					
	TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION	17,368,394	34,998,248	40,853,410	18,017,818
	TAXES				
4142	1% INFRASTRUCTURE TAX	16,321,865	16,122,280	16,122,280	16,335,563
	TOTAL TAXES	16,321,865	16,122,280	16,122,280	16,335,563
	TOTAL AVAILABLE CASH AND ANTICIPATED REVENUE FROM ALL SOURCES	\$	\$	\$	\$
		33,690,259	51,120,528	56,975,690	34,353,381

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 11, 2024 2:00 P.M.**

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EXPENDITURES

CAPITAL PROJECTS

SUPPLIES & MATERIALS	1,600	1600	58100	-
OTHER SERVICES & CHARGES	731508.16	13010226	3693840	1087397
CAPITAL OUTLAY	3515174.72	6778104	34846337	15683989
OPERATING TRANSFERS	0	25984680	7651060	4165521
GRANTS, CONTRIBUTION	4671590.08	5345918	10726353	13416474
	\$	\$	\$	\$
TOTAL EXPENDITURES	8,918,273	51,120,528	56,975,690	34,353,381

ENTERPRISE*

REVENUES

4220 SEWER CONNECTION PERMITS	0	60971	60971	0
4270 LAND FILL CHARGES	99068.39	30883	30883	50005
4271 SPECIAL TRASH COLLECTION FEES	0	3000	3000	3000
4473 DOT-FTA FORMUAL GRANT 5307	3909107	5986391	5986391	5986391
4521 MS-DEQ GRANTS-SOLID WASTE/etc	26171.7	0	0	0
4536 MDOT - REIMBURSEMENT	480000	480000	480000	480000
4623 FTA-AMERICAN RESCUE PLAN (ARP)	0	1000000	1000000	1000000
4698 WATER THIRD PARTY MANAGER	0	0	0	1742317
4711 GARBAGE PICKUP FEES	17700791.18	14253308	14253308	14815766
4712 GARBAGE PICKUP FEES PRES.HILLS	424393.77	318000	318000	318000
4734 FTA CARES ACT	148547	0	0	55000
4736 FTA DISCRETIONARY 5339 (B)	0	4301754	4301754	6245046
4737 FTA DISCRETIONARY CIG	0	1250000	1250000	1250000
4911 INTEREST EARNED ON INVESTMENTS	313909.83	0	0	0
4913 INTEREST EARNED ON REPOS	269.39	20	20	20
5311 WATER CHARGES	32542814.61	29623549	29623549	0
5312 WATER CHARGES-TRIANGLE	367291.43	420701	420701	0
5315 DEVELOPMENT CHARGES	11525	71868	71868	0
5319 SEWER CHARGES	35282532.24	21417493	21417493	0
5320 SEWER CHARGES-TRIANGLE	419483.74	507203	507203	0
5321 MISCELLANEOUS	-1813219.31	614603	614603	0
5322 MISC-TRIANGLE	0	1260	1260	0
5323 MADISON COUNTY WATER REVENUE	0	451860	451860	0
5342 SERVICE CONNECTIONS	35021.92	119819	119819	0
5369 BYRAM SEWER REVENUE	101949.47	0	0	0
5373 RIDGELAND WEST SEWER REVENUE	1040284.53	126519	126519	0
5380 MADISON CO SEWER REVENUE	1127040.32	2353569	2353569	0
5385 FOREST WOODS UTILITY SEWER REV	0	125536	125536	0
5390 JATRAN FARE REVENUE	379848.1	400000	400000	400000
5392 JATRAN ADVERTISING REVENUE	0	0	0	50000
5393 LEACHATE DISPOSAL	65939.71	50000	50000	0
5428 SALE OF SCRAP METAL	120.8	0	0	0
5520 OTHER DEPARTMENTS	0	0	0	0
5627 RECYCLING PROGRAM	7675.41	5000	5000	5000
5794 SETTLEMENT OF SIEMENS CLAIM	0	5496787	5496787	2520826
5821 PROCEEDS OF LONG TERM DEBT	4546816.8	43571302	43571302	0
5899 APPLIED FUND BALANCE/R.E.	0	16014825	17212261	8909251

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 11, 2024 2:00 P.M.**

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5911	TRANSFERS IN/FROM GENERAL FUND	4777729	2077729	2452729	2112331
5912	TRANSFERS IN/FROM WATER/SEWER	19219120	99287753	99288393	0
5914	TRANSFERS IN/FROM OTHER FUNDS	0	228500	228500	2336950
		\$	\$	\$	\$
	TOTAL REVENUES	<u>121,214,232</u>	<u>250,650,203</u>	<u>252,223,279</u>	<u>48,279,903</u>
EXPENDITURES					
WATER OPER AND MAIN					
		\$	\$	\$	\$
	PERSONNEL SERVICES	19,219,120	99,516,253	99,516,253	1,895,745
	SUPPLIES& MATERIALS	6,159,424	3,980,804	3,980,804	1,742,317
	OTHER SERVICES AND CHARGES	363,055	11,000	65,878	-
	CAPITAL OUTLAY	7,710,867	36,403,447	36,407,020	759,137
	GRANTS, CONTRIBUTIONS	29971.54	8661995	12863889	0
	DEBT SERVICE	-5465736.96	46220112	42018218	7704082
	OPERATING TRANSFERS	<u>24,063,697</u>	<u>24,678,394</u>	<u>24,678,394</u>	<u>1,171,950</u>
		\$	\$	\$	\$
	TOTAL EXPENSES	<u>52,080,397</u>	<u>219,472,005</u>	<u>219,530,456</u>	<u>13,273,231</u>
TRANSPORTATION					
		\$	\$	\$	\$
	PERSONNEL SERVICES	487,632	757,840	757,840	746,797
	SUPPLIES& MATERIALS	536,667	728,925	952,302	973,545
	OTHER SERVICES AND CHARGES	6,779,503	10,337,102	10,744,168	11,901,817
	CAPITAL OUTLAY	<u>26,532</u>	<u>4,565,000</u>	<u>5,074,182</u>	<u>4,815,000</u>
		\$	\$	\$	\$
	TOTAL EXPENSES	<u>7,830,333</u>	<u>16,388,867</u>	<u>17,528,492</u>	<u>18,437,159</u>
SANITATION					
		\$	\$	\$	\$
	PERSONNEL SERVICES	756,748	1,111,757	1,111,757	1,248,880
	SUPPLIES& MATERIALS	144,147	206,985	183,485	184,629
	OTHER SERVICES AND CHARGES	12,446,971	13,130,589	13,209,089	13,721,004
	CAPITAL OUTLAY	-	300,000	285,000	1,375,000
	GRANTS, CONTRIBUTIONS	<u>40,000</u>	<u>40,000</u>	<u>375,000</u>	<u>40,000</u>
		\$	\$	\$	\$
	TOTAL EXPENSES	<u>13,387,866</u>	<u>14,789,331</u>	<u>15,164,331</u>	<u>16,569,513</u>
		\$	\$	\$	\$
	TOTAL ENTERPRISE EXPENSES	<u>73,298,596</u>	<u>250,650,203</u>	<u>252,223,279</u>	<u>48,279,903</u>

INTERNAL SERVICE

MINUTE BOOK 6Z

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 11, 2024 2:00 P.M.**

REVENUES

	\$	\$	\$	\$
GRP INS - ACTIVE EMPLOYEES	1,419,110	1,383,491	1,383,491	1,383,491
	\$	\$	\$	\$
GRP INS - RETIRED EMPLOYEES	62,500	68,181	68,181	68,181
	\$	\$	\$	\$
GRP INS-D&R RETIRED EMPLOYEES	734,995	780,000	780,000	780,000
GRP INS - CITY MATCH	11,800,227	13,425,071	13,425,071	13,306,872
GRP INS - FORMER EMPLOYEES	46,361	10,000	10,000	10,000
SETTLEMNT OF INS CLAIM CITY EM	1,018,668	216,165	216,165	216,165
	\$	\$	\$	\$
REVENUES	15,081,861	15,882,908	15,882,908	15,764,709

	\$	\$	\$	\$
OTHER SERVICES AND CHARGES	13,798,189	15,882,908	16,632,754	15,764,709
	\$	\$	\$	\$
TRANSFERS AND OTHER FUNCTIONS	13,798,189	15,882,908	16,632,754	15,764,709
	\$	\$	\$	\$
CAPITAL OUTLAY	13,798,189	15,882,908	16,632,754	15,764,709
	\$	\$	\$	\$
TOTAL EXPENDITURES	13,798,189	15,882,908	16,632,754	15,764,709

**METRO JACKSON CONVENTION
& VISTORS BUREAU
(AGENCY FUND 230) - BUDGET NOT
REQUIRED**

**CAPITAL CITY CONVENTION CENTER
(FUND 0124) - BUDGET NOT
REQUIRED**

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

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

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
PREVENTING ANY ADMINISTRATION, DEPARTMENT HEAD OR
EMPLOYEE OF THE CITY OF JACKSON FROM RESTRICTING,
CANCELLING, AND OR DECREASING THE FULL VIEWABLE ACCESS OF
ALL BUDGET INFORMATION INCLUDING EXPENSE AND REVENUE
REPORTS, CASH REPORTS, ENCUMBRANCES AGAINST ALL CITY**

ACCOUNTS AND ALL INFORMATION PERTAINING TO THE BUDGET OF THE CITY OF JACKSON ON ANY NETWORK, SOFTWARE, OR RECORD KEPT.

WHEREAS, the City Council of Jackson Mississippi has the legislative authority to approve, claims, contracts, contract amendments, departmental budget amendments, approve an annual budget, and monitor its encumbrances and live spending of money it has appropriated and or set aside; and

WHEREAS, the City Council of Jackson agrees that the City Council and Office of the Clerk of Council shall have access to all budget information at any time members desire to make all required and presented decisions; and

WHEREAS, the City Council of Jackson hereby agrees that live access to all budget information in real time is necessary to perform its legislative duties.

BE IT HEREBY RESOLVED that the City Council of Jackson, Mississippi hereby prevents any administration, department head or employee of the City of Jackson from restricting, cancelling and or decreasing the full viewable access of all budget information including expense revenue reports, cash reports, encumbrances against all city accounts and all information pertaining to the budget of the City of Jackson, on any network, software, or record kept.

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

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

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

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI PREVENTING ANY ADMINISTRATION, DEPARTMENT HEAD OR EMPLOYEE OF THE CITY OF JACKSON FROM RESTRICTING, CANCELLING, AND OR DECREASING THE FULL VIEWABLE ACCESS OF ALL BUDGET INFORMATION INCLUDING EXPENSE AND REVENUE REPORTS, CASH REPORTS, ENCUMBRANCES AGAINST ALL CITY ACCOUNTS AND ALL INFORMATION PERTAINING TO THE BUDGET OF THE CITY OF JACKSON ON ANY NETWORK, SOFTWARE, OR RECORD KEPT.

WHEREAS, the City Council of Jackson Mississippi has the legislative authority to approve, claims, contracts, contract amendments, departmental budget amendments, approve an annual budget, and monitor its encumbrances and live spending of money it has appropriated and or set aside; and

WHEREAS, the City Council of Jackson agrees that the City Council and Office of the Clerk of Council shall have access to all budget information at any time members desire to make all required and presented decisions; and

WHEREAS, the City Council of Jackson hereby agrees that live access to all budget information in real time is necessary to perform its legislative duties.

BE IT HEREBY RESOLVED that the City Council of Jackson, Mississippi hereby prevents any administration, department head or employee of the City of Jackson from restricting, cancelling and or decreasing the full viewable access of all budget information including expense revenue reports, cash reports, encumbrances against all city accounts and all information pertaining to the budget of the City of Jackson, on any network, software, or record kept.

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

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

ORDER RESCINDING THE ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MV CONTRACT TRANSPORTATION INC FOR THE PROVISION OF OPERATIONS AND MAINTENANCE OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN) COMMENCING JANUARY 1, 2024.

WHEREAS, on November 7, 2023, the Jackson City Council approved an order authorizing the Mayor to enter into a contract with MV Transportation, Inc.; and

WHEREAS, on January 3, 2024, the Council approved an order to correct the legal name of the contractor from MV Transportation, Inc. to MV Contract Transportation Inc. in order to execute a maintenance and operation contract; and

WHEREAS, since the approval of the MV Contract Transportation Inc. there has been several strikes and has caused significant disruptions in service and raising concerns about the company's ability to ensure the well-being and security of its workforce and the public; and

WHEREAS, the Jackson City Council believes it is in the best interest of the City of Jackson to rescind the January 3, 2024 Order and all other orders giving MV Contract Transportation Inc. authorization to operate.

IT IS, THEREFORE, ORDERED that the City Council rescinds the previous order authorizing the Mayor to enter into an agreement with MV Contract Transportation Inc. for the provision of operations and maintenance of Jackson's public transportation system (JTRAN) is hereby rescinded.

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

President Lindsay recognized **Charles Tornes Jr., President of Local 1208, Dr. Scott Crawford, Jarrett Andrews, Human Resource Manager of MV Transportation, Inc.** and **Drew Martin, City Attorney**, who provided a brief overview of said item.

After a thorough discussion, **President Lindsay** recognized **Council Member Banks** who moved, seconded by **Vice President Grizzell** to go into Closed Session to discuss Agenda Items No. 3 and 5. The motion prevailed by the following vote:

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

President Lindsay announced to the public that the Council voted to go into Closed Session to discuss Agenda Items No. 3 and 5 – Litigation and Potential Litigation.

During Closed Session, **Council Member Banks** moved and **Vice President Grizzell** seconded to go into the Executive Session to discuss Agenda Items No. 3 and 5 – Litigation and Potential Litigation. The motion prevailed by the following vote:

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

Nays – None.

Absent – Foote.

Note: Council Member Foote left the meeting during the discussion.

* * * * *

President Lindsay announced that the Council voted to go into Executive Session to discuss Agenda Items No. 3 and 5 – Litigation and Potential Litigation.

* * * * *

Note: Council Member Foote returned to the meeting during the discussion.

* * * * *

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

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

Nays – None.

Absent – None.

* * * * *

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

* * * * *

During Executive Session, the Council took action on Agenda Item No. 3 with the following vote:

ORDER RESCINDING THE ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MV CONTRACT TRANSPORTATION INC FOR THE PROVISION OF OPERATIONS AND MAINTENANCE OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN) COMMENCING JANUARY 1, 2024.

WHEREAS, on November 7, 2023, the Jackson City Council approved an order authorizing the Mayor to enter into a contract with MV Transportation, Inc.; and

WHEREAS, on January 3, 2024, the Council approved an order to correct the legal name of the contractor from MV Transportation, Inc. to MV Contract Transportation Inc. in order to execute a maintenance and operation contract; and

WHEREAS, since the approval of the MV Contract Transportation Inc. there has been several strikes and has caused significant disruptions in service and raising concerns about the company's ability to ensure the well-being and security of its workforce and the public; and

WHEREAS, the Jackson City Council believes it is in the best interest of the City of Jackson to rescind the January 3, 2024 Order and all other orders giving MV Contract Transportation Inc. authorization to operate.

IT IS, THEREFORE, ORDERED that the City Council rescinds the previous order authorizing the Mayor to enter into an agreement with MV Contract Transportation Inc. for the provision of operations and maintenance of Jackson's public transportation system (JTRAN) is hereby rescinded.

Yeas – Hartley and Stokes.

Nays – Banks, Foote, Grizzell and Lindsay.

Absent – None.

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

The following reports/announcements were provided during the meeting:

- **Council Member Banks** announced the following:
 - Requested the Administration to provide the Council with an update regarding the status of the three fire stations that are offline.

- **Safiya Omari, Chief of Staff** announced the following:
 - Richard’s Disposal would not be picking up garbage on Thursday due to the weather conditions.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Council Meeting at 10:00 a.m. on September 24, 2024. At 4:24 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

5

**REGULAR ZONING MEETING OF THE CITY COUNCIL
MONDAY, SEPTEMBER 16, 2024 2:30 P.M.**

1025

BE IT REMEMBERED that a Regular Zoning Meeting of the City Council of Jackson, Mississippi was convened in the Council Chambers in City Hall at 2:30 p.m. on September 16, 2024, being the third Monday of said month when and where the following things were had and done to wit:

Present: Council Members: Virgi Lindsay, Council President, Ward 7; Brian Grizzell, Council Vice President, Ward 4 (via teleconference); Ashby Foote, Ward 1 (via teleconference); Vernon Hartley, Ward 5 (via teleconference) and Aaron Banks, Ward 6 (via teleconference). Directors: Shanekia Mosley-Jordan, Clerk of Council; Sabrina Shelby, Chief Deputy Clerk of Council; Ester Ainsworth, Zoning Administrator and Ramona Williams, Deputy City Attorney.

Absent: Kenneth I. Stokes, Ward 3.

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

President Lindsay recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4259, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

President Lindsay requested that the Clerk read the Order:

ORDER GRANTING RAAD MUDHISH GOBAH A CONDITIONAL USE PERMIT TO ALLOW FOR A TOBACCO PARAPHERNALIA RETAIL BUSINESS WITHIN A C-3 (GENERAL) COMMERCIAL DISTRICT FOR THE PROPERTY LOCATED AT 4886 HIGHWAY 18 WEST (PARCEL 831-101), CASE NO. 4259.

WHEREAS, Raad Mudhish Gobah has filed a petition for a Use Permit to allow for a tobacco paraphernalia retail business within a C-3 (General) Commercial District for the property located at 4886 Highway 18 West (Parcel 831-101) in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has recommended approval of a Conditional Use Permit to allow for a tobacco paraphernalia retail business within a C-3 (General) Commercial District for the property located at 4886 Highway 18 West (Parcel 831-101); and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, September 16, 2024 to consider said change, based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on July 4, 2024 and July 18, 2024 that a hearing had been held by the Jackson City Planning Board on August 28, 2024, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of a Conditional Use Permit within the existing C-3 (General) Commercial District of the City of Jackson; and

WHEREAS, the Jackson City Council, after having considered the matter, is of the opinion that proposed use is compatible with the character of development in the vicinity relative to density, bulk and intensity of structures, parking, and other uses and that a Conditional Use Permit be granted to allow for a tobacco paraphernalia retail business for the property located at

4886 Highway 18 West (Parcel 831-101) within the existing C-3 (General) Commercial District of the City of Jackson.

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

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

Being all of Lots 1 and 2 of the 903 Subdivision as platted and recorded in the Office of the Chancery Clerk, Hinds County, Mississippi, and being more particularly described as follows, to wit:

Commencing at an iron pin at the Northwest corner of Lot 1 of the 903 Subdivision as platted and recorded in the Office of the Chancery Clerk, Hinds County, Mississippi and use as the POINT OF BEGINNING, said Northwest corner also being on the South Right-of-Way of Mississippi Highway No. 18. From said POINT OF BEGINNING run North 41 degrees 08 minutes 04 seconds East along the said South Right-of-Way for a distance of 87.55 feet, to an iron pin; thence South 41 degrees 48 minutes 00 seconds East along the said South Right-of-Way for a distance of 2.15 feet to an iron pin; thence North 42 degrees 33 minutes 10 seconds East along the said South Right-of-Way for a distance of 80.79 feet, to an iron pin; thence North 36 degrees 42 minutes 59 seconds East along the said South Right-of-Way for a distance of 51.50 feet, to an iron pin at the Northwest corner of Lot 2 of the said 903 Subdivision; thence South 47 degrees 03 minutes 07 seconds East for a distance of 41.36 feet, to an iron pin; thence North 42 degrees 54 minutes 33 seconds East for a distance of 16.05 feet, to an iron pin; thence South 47 degrees 08 minutes 37 seconds East for a distance of 32.00 feet, to an iron pin; thence South 68 degrees 20 minutes 00 seconds East for a distance of 68.13 feet to an iron pin; thence East for a distance of 50.51 feet, to an iron pin at the Northeast corner of Lot 2 of the said 903 Subdivision; thence South 00 degrees 05 minutes 39 seconds West for a distance of 140.81 feet, to an iron pin at the beginning of a curve to the right, said curve having a radius of 100.00 feet and a chord bearing South 09 degrees 33 minutes 40 seconds West for a distance of 33.73 feet; thence along said curve to the right for an arc length of 33.90 feet, to an iron pin; thence South 19 degrees 29 minutes 03 seconds West for a distance of 98.37 feet, to an iron pin at the Northeast corner of Lot 1 of the said 903 Subdivision; thence South 19 degrees 27 minutes 36 seconds West for a distance of 141.36 feet, to an iron pin at the Southeast corner of Lot 1 of the said 903 subdivision, said Southeast corner also being on the North Right-of-Way of Chadwick Drive; thence North 70 degrees 33 minutes 41 seconds West along the said North Right-of-Way for a distance of 388.57 feet, to an iron pin; thence North 30 degrees 29 minutes 55 seconds West along the said North Right-of-Way for a distance of 43.81 feet, to an iron pin at the Southwest corner of Lot 1 of the said 903 Subdivision, said Southwest corner also being on the South Right-of-Way of Mississippi Highway No. 18; thence North 44 degrees 47 minutes 47 seconds East along the said South Right-of-Way for a distance of 16.99 feet to an iron pin; thence North 50 degrees 12 minutes 39 seconds East for a distance of 115.82 feet, to an iron pin; thence South 47 degrees 23 minutes 03 seconds East along the said South Right-of-Way for a distance of 1.99 feet, to an iron pin; thence North 50 degrees 12 minutes 57 seconds East along the said South Right-of-Way for a distance of 35.60 feet, to an iron pin; thence North 42 degrees 30 minutes 22 seconds East along the said South Right-of-Way for a distance of 32.04 feet to the POINT OF BEGINNING. Said parcel being all of Lots 1 and 2 of the 903 Subdivision as platted and recorded in the Office of the Chancery Clerk, Hinds County, Mississippi, and contains 2.92 acres.

be and is hereby modified so as to approve a Conditional Use Permit to allow for a tobacco paraphernalia retail business within a C-3 (General) Commercial District for the property located at 4886 Highway 18 West (Parcel 831-101). The tobacco paraphernalia retail business shall operate according to the regulations as detailed in Section 702.05.02 (17) of the City of Jackson Zoning Ordinance as detailed: Use Permits for a shall be issued to the owner of the store (Raad Mudhish Gobah); the Use Permit will not run with the land and the subsequent owners of a tobacco paraphernalia retail business at this location must apply for and receive a new Use Permit; the Use Permit shall be renewed annually; and a tobacco paraphernalia business cannot be located within five hundred (500) feet of a kindergarten -12th grade school, church or located within one thousand (1000) feet of another tobacco paraphernalia business. An additional Condition for the Use Permit shall be that that compliance with adopted Property Maintenance,

Building, Fire Law Enforcement and Zoning codes be maintained at all times. However, that before a Use Permit is issued for any structure to be erected or use thereof on the said property, the applicant must meet the requirements established through the Site Plan Review process.

Vice President Grizzell moved adoption; President Lindsay seconded.

President Lindsay recognized Raas Mudish Gobah, Applicant, who spoke in favor of a Use Permit to allow for tobacco paraphernalia retail business within a C-3 (General) Commercial District.

There was no opposition from the public.

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

Yeas – Foote, Hartley, Grizzell and Lindsay.

Nays – None.

Absent – Banks and Stokes.

Note: Council Member Banks joined the meeting.

President Lindsay recognized Zoning Administrator Ester Ainsworth who provided the Council with a procedural history of Zoning Case No. 4261, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

President Lindsay requested that the Clerk read the Order:

ORDER GRANTING BASHEER ALTAHESH A CONDITIONAL USE PERMIT TO ALLOW FOR A TOBACCO PARAPHERNALIA RETAIL BUSINESS WITHIN A C-3 (GENERAL) COMMERCIAL DISTRICT FOR THE PROPERTY LOCATED AT 4800 HIGHWAYS 55 NORTH SUITE 6B (PARCEL: 511-480), CASE NO. 4261.

WHEREAS, Basheer Altahesh has filed a petition for a Use Permit to allow for a tobacco paraphernalia retail business within a C-3 (General) Commercial District for the property located at 4800 Highway 55 North Suite 6B (Parcel: 511-480) in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has recommended approval of a Conditional Use Permit to allow for a tobacco paraphernalia retail business within a C-3 (General) Commercial District for the property located at 4800 Highway 55 North Suite 6B (Parcel: 511-480); and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, September 16, 2024 to consider said change, based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on August 8, 2024 and August 22, 2024 that a hearing had been held by the Jackson City Planning Board on August 28, 2024, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson

City Planning Board had recommended approval of a Conditional Use Permit within the existing C-3 (General) Commercial District of the City of Jackson; and

WHEREAS, the Jackson City Council, after having considered the matter, is of the opinion that proposed use is compatible with the character of development in the vicinity relative to density, bulk and intensity of structures, parking, and other uses that a Conditional Use Permit be granted to allow for a tobacco paraphernalia retail business for the property located at 4800 Highway 55 North Suite 6B (Parcel: 511-480) within the existing C-3 (General) Commercial District of the City of Jackson.

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

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

Commence at a 1 ½ " galvanized pipe at an old fence corner, as described in Deed Book 698, Page 83, marking the southwest corner of the NW 1/2 of the SE 1/2 of Section 13, T6N, R1E, City of Jackson, Hinds County, Mississippi, and run thence North 00 degrees 55 minutes East for a distance of 202.37 feet; run thence North 89 degrees 38 minutes 40 seconds West for a distance of 139.59 feet to a point on the east right-of-way of 1-55 North; run thence Northerly along said east right-of-way the following bearings and distances:

- North 08 degrees 57 minutes East for 58.99 feet;
- South 89 degrees 03 minutes East for 17.17 feet;
- North 08 degrees 57 minutes East for 72.84 feet;
- North 02 degrees 06 minutes East for 25.20 feet;
- North 05 degrees 45 minutes East for 72.93 feet

to the POINT OF BEGINNING of the parcel of land herein described. From said point of beginning continue along said east right-of-way the following bearings and distances:

- North 05 degrees 45 minutes East for 52.27 feet;
- North 08 degrees 57 minutes East for 70.00 feet;
- North 10 degrees 20 minutes West for 21.20 feet;
- North 08 degrees 57 minutes East for 155.00 feet;
- North 62 degrees 25 minutes East for 8.60 feet;
- North 08 degrees 57 minutes East for 67.37 feet;

thence leaving said east right-of-way run South 89 degrees 48 minutes 45 seconds East along the south side of Old Square Subdivision for a distance of 451.41 feet to a point of 64.00 feet east of the southwest corner of Lot 7 of said Old Square Subdivision; run thence North 12 degrees 17 minutes 15 seconds East for a distance of 106.78 feet to the south right-of-way of Old Square (as laid out and in use, September , 1979) said point being further described as being in a 48.9164 degree curve having a central angle of 47 degrees 55 minutes and a radius of 117.13 feet; run thence South 48 degrees 05 minutes 15 seconds East and run along said 48.9164 degree curve to the right for a chord distance of 26.35 feet to the PT; run thence South 41 degrees 53 minutes 45 seconds East along said south right-of-way of Old Square for a distance of 7.07 feet to a PC of a 23.2258 degrees curve having a central angle of 47 degrees 58 minutes and a radius of 246.69 feet; run thence South 45 degrees 10 minutes 45 seconds East and run along said 23.2258 degrees curve for a chord distance of 28.34 feet to the northeast corner of aforementioned Lot 7; run thence South 55 degrees 07 minutes 40 seconds East along said 23.2258 degree curve for a chord distance of 56.18 feet; thence leaving said right-of-way run South 40 degrees 47 minutes 55 seconds West for a distance of 69.52 feet to a point 23 feet south of the southeast corner of the aforementioned Lot 7; run thence South 00 degrees 29 minutes East along the west side of Lefleur's Square Subdivision for a distance of 516.26 feet; run thence North 80 degrees 03 minutes West for a distance of 400.10 feet; run thence North 00 degrees 57 minutes East for a distance of 165.25 feet; run thence North

89 degrees 03 minutes West for a distance of 181.03 feet to the POINT OF BEGINNING, containing 6.36 acres, more or less.

be and is hereby modified so as to approve a Conditional Use Permit to allow for a tobacco paraphernalia retail business within a C-3 (General) Commercial District for the property located at 4800 Highway 55 N – Suite B (Parcel 511-480). The tobacco paraphernalia retail business shall operate according to the regulations as detailed in Section 702.05.02 (17) of the City of Jackson Zoning Ordinance as detailed: Use Permits for a shall be issued to the owner of the store (Basheer Altahesh); the Use Permit will not run with the land and the subsequent owners of a tobacco paraphernalia retail business at this location must apply for and receive a new Use Permit; the Use Permit shall be renewed annually; and a tobacco paraphernalia business cannot be located within five hundred (500) feet of a kindergarten -12th grade school, church or located within one thousand (1000) feet of another tobacco paraphernalia business. An additional Condition for the Use Permit shall be that that compliance with adopted Property Maintenance, Building, Fire Law Enforcement and Zoning codes be maintained at all times. However, that before a Use Permit is issued for any structure to be erected or use thereof on the said property, the applicant must meet the requirements established through the Site Plan Review process.

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

There was no representative from the Applicant.

There was no opposition from the public.

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

Yeas – Banks, Foote, Grizzell and Lindsay.

Nays – None.

Absent – Hartley and Stokes.

Note: **Council Member Hartley** left the meeting during the discussion.

* * * * *

President Lindsay recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4262, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

President Lindsay requested that the Clerk read the Order:

ORDER GRANTING LINDA WARE A USE PERMIT TO ALLOW FOR THE PLACEMENT OF A MANUFACTURED HOUSE WITHIN A R-1 (SINGLE-FAMILY) RESIDENTIAL DISTRICT ON THE PROPERTY LOCATED AT 3987 SAYLES & DIXON RD. (PARCEL 805-8-2), CASE NO. 4262.

WHEREAS, Linda Ware has filed a petition for a Use Permit to allow for the placement of manufactured house within a R-1 (Single-Family) Residential District on the property located at 3987 Sayles & Dixon Rd. (Parcel 805-8-2) in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has recommended approval of a Use Permit to allow for the placement of a manufactured house within a R-1 (Single-Family) Residential District on the property at 3987 Sayles & Dixon Rd. (Parcel 805-8-2); and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, September 16, 2024 to consider said change, based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on August 8, 2024 and August 22, 2024 that a hearing had been held by the Jackson City Planning Board on August 28, 2024, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of the petitioned Use Permit within the existing R-1 (Single-Family) Residential District of the City of Jackson; and

WHEREAS, the Jackson City Council, after having considered the matter, is of the opinion that proposed use would not be detrimental to the continued use, value, or development of properties in the vicinity and not being hazardous, detrimental, or disturbing to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances in addition to being in compliance with the Comprehensive Plan and that a Use Permit be granted to allow for the placement of a manufactured house within the existing R-1 (Single-Family) Residential District for the property located at 3987 Sayles & Dixon Rd. (Parcel 805-8-2) located in the City of Jackson.

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

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

132 ft. E & W x660 Ft N & S Beg 264 ft. W of Lot 9 Hendricks Est. ptn. In N ½ SE ¼ NW ¼ Sec. 13 T6N R1W Cont. 2 acres

be and is hereby modified so as to approve a Use Permit to allow for the placement of a manufactured house within a R-1 (Single-Family) Residential District on the property located at 3987 Sayles & Dixon Rd. (Parcel 805-8-2). However, that before a Use Permit is issued for any structure to be erected or use thereof on the said property, the applicant must meet the requirements established for the placement of a manufactured house and through the Site Plan Review process. The requirements for the placement of a manufactured house shall be that:

- The unit is not located in the R-1A & R-3 Residential Districts;
- The unit is new or less than ten (10) years old;
- The units are similar to surrounding neighborhood features;
- Landscaping is similar to surrounding neighborhood features;
- The permanent hitch, wheels, axles, or other devices allowing transportation are removed;
- The unit is erected on a conventional foundation and is permanently affixed to the property;
- Permanent water and sewer facilities are available to the site;
- The unit has a HUD Certification Label (tag); and
- Prior to the placement of the unit on the site and the issuance of a building permit, documented approval of the unit from the State of Mississippi Fire Marshall's Office must be obtained.

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

President Lindsay recognized **Brenda Manual, Representative** for the **Applicant**, who spoke in favor of a Use Permit to allow for the placement of a manufactured house within a R-1 (Single-Family) Residential District.

There was no opposition from the public.

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

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

Nays – None.

Absent – None.

Note: Council Member Hartley returned to the meeting during the discussion.

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

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

Plain Text = Existing Text

Underline = New Text

I = Renumbering

~~Strikethrough~~ = Deleted Text

➤ **That Article VII-A for Mixed Use Districts is hereby amended to create Section 712-A Farish Street Area Cultural Mixed-Use District (FSA-CMUD) to be detailed and regulated as follows:**

712-A Purpose of the District

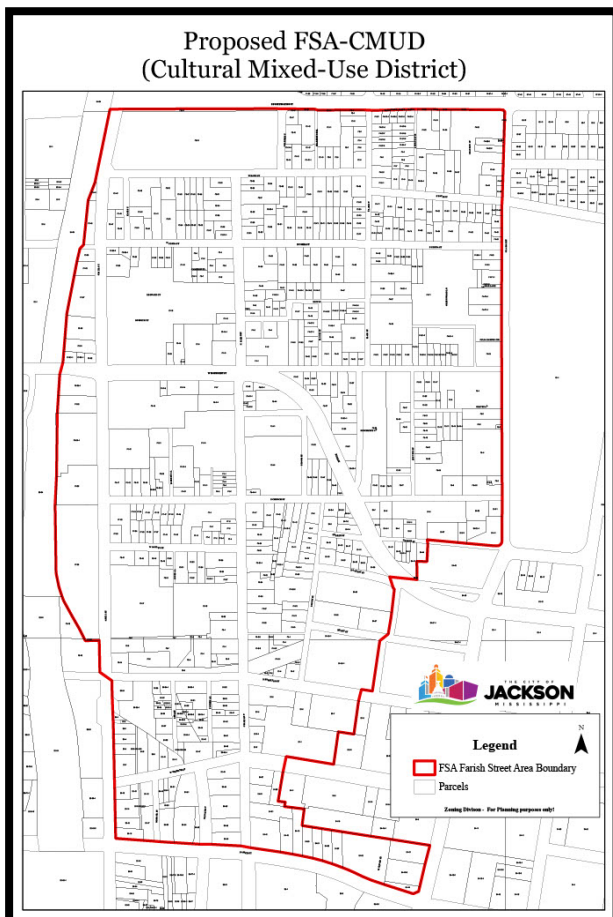
The purpose and intent of the Farish Street Area Cultural Mixed Used District (hereinafter referred to as FSA-CMUD) is to preserve the cultural and architectural history of the Farish Street community. The FSA-CMUD is designed to protect the unique character of the Farish Street area and promote the district for the education, pleasure and general welfare of the local community and the City of Jackson. The intent of the FSA-CMUD is to encourage the healthy mix of residential, commercial, recreational, arts and retail uses in the Farish Street area with an improved pedestrian environment. The FSA-CMUD is compatible with the Downtown Regional Mixed-Use Center found in the Land Use Plan portion of the City of Jackson’s Comprehensive Plan. The goals and objectives of the Farish Street Area Cultural Mixed-Use District are designed to:

1. Foster development in the Farish Street Area promoting more harmonious mix of land uses, bulk regulations and a more environmentally sensitive community;
2. Create stronger Neighborhood and Business District – The Farish Street Area Cultural Mixed-Use District will encourage a return to the traditional town center;
 - a. Mixed income residential development that includes affordable and market rate housing to serve a variety of housing needs.
 - b. Institutional development; retail development, and commercial development within the context of an integrated new urbanism community.
3. Maintain a human building scale, rather than monolithic or monumental scale;
4. Encourage appropriate adaptive reuse of existing buildings that emphasizes the original architecture of the buildings;
5. Create pedestrian interest at the street level and re-create a vibrant commercial district;
6. Consider the scale, texture and pattern of building materials;
7. Consider the quality of open space incorporated in new and renovated buildings;
8. Reduce visual impact of surface parking lots;
9. Reduce or eliminate off street parking;
10. Create Gateway Elements at important entrances and sites;
11. Allow for public arts that reflects the historic figures and culture of the area;
12. Establish continuity of design with pedestrian scale lights, signs, and street trees;
13. Establish street and sidewalk widths; planting & landscaping requirements; and parking requirements;

14. Improve the quality of new developments in the FSA Cultural Mixed-Use District by requiring the provision of specified public amenities in appropriate locations;
15. Promote the most desirable use of land, that will conserve and enhance the value of land and buildings; thereby, protecting and increasing the City of Jackson's tax revenues;
16. Ensure consistency with the Future Land Use, Master Plan and Design Guidelines for the Farish Street District as well as the City of Jackson's Comprehensive Plan;
17. Create development bonuses and other incentives to encourage the development of a diverse and complimentary mix of institutions;
18. Create pedestrian linkages from the Farish Street Area Cultural Mixed-Use District to other downtown districts within the FSA-CMUD and adjacent areas;

712.01-A Location/Designated Area

The FSA-CMUD is in the northwestern periphery of Downtown Jackson. More specifically, its boundaries are as follows:



- Northern Boundary: Southern side of Fortification Street
- Eastern Boundary: Western side of Lamar Street
- Southern Boundary: Northern side of Amite Street
- Western Boundary: Both sides of Mill Street.

The FSA-CMUD District consists of approximately +/- 189 acres and encompasses approximately 607 parcels of land.

712.02-A Farish Street Area Cultural Mixed Use District Review & Administration

Prior to the issuance of a building permit those properties located within the FSA-CMUD District will be subject to compliance with the Farish Street Historic District Design Guidelines and approval by

the City of Jackson Historic Preservation Commission. Also, the portion of the Farish Street Area Cultural Mixed-Use District that is encompassed within the boundaries of the FSA- CMUD and the Business Improvement District are encouraged to partner with the Downtown Jackson Partners.

No building or demolition permit shall be issued by the Department of Planning & Economic Development for new construction, alterations, additions, or demolitions without the approval of the Site Plan Review and Historic Preservation Committees.

712.03-A General Regulations

These General Regulations are the broad guidelines defining the Farish Street Area Cultural Mixed-Use District. Specific requirements are defined in each of the separately enumerated sub districts.

1. All new construction, major additions, renovations, relocations and demolitions in the FSA-CMUD shall require Site Plan Review and Certificate of Appropriateness as outlined in this Ordinance and other relevant ordinances.

2. All infill housing and commercial buildings/properties (when applicable) shall be comparable to the architectural styles of the street/area.
3. All Streets shall have sidewalks that must be ADA (American Disabilities Act) compliant. The FSA community is intended to maximize the use of sidewalks in creating a walkable community. Sidewalks shall consist of a minimum of two zones: (a) an amenity zone of not less than three (3) feet in width; (b) an open walkway or pedestrian zone. Sidewalk materials and details will conform to the Farish Street Historic District Design Guidelines. The guidelines for the specific sub districts will specifically regulate sidewalk widths.
4. Building Heights, Building Setbacks; and Yard Requirements will be regulated by these guidelines.
5. Parking requirements are regulated by these zoning regulations.
6. Sidewalks, lighting, street trees and street furniture shall comply with the FSA Design Guidelines.
7. Any master plan prepared by the City of Jackson or an interested private entity containing consistent, cohesive and desirable standards for sidewalks; lighting; street trees, and street furnishings may be adopted by City Council after approval of the Site Plan Review Committee. Any guidelines contained in such a plan shall take precedence over standards in Section 1107.09 of the Zoning Ordinance.
8. In addition to requirements set forth in Section 707.09-A of the Zoning Ordinance, development entities and/or property owners shall formulate architectural design standards and conduct a review for development within this District. All standards to be imposed by an entity not affiliated with the City of Jackson shall not conflict with any requirement of the Zoning Ordinance, Sign Ordinance, Farish Street Neighborhood Historic District Design Guidelines or any other adopted standard of the City of Jackson.

712.04-A Buffering, Landscaping, Lighting and Screening & Parking Requirements

It is the intent of this section to establish standards to promote the protection, preservation, appearance, character and value of properties throughout the Farish Street area. The following regulations apply:

1. Approved buffer zones required for:
 - Separation of differing land uses
 - Addition of buildings to a lot
 - Expansion of a structure or parking facility
 - Separation of churches and religious facilities from buildings and land uses
2. Landscape materials should be hardy and adaptable to local conditions, easily maintained, and drought tolerant. Use of native plants is strongly encouraged.
3. The design for parking areas shall include deciduous and evergreen trees to provide shade and break up expanses of asphalt. One tree, a minimum of 2½ -3-inch caliper at the time of planting, shall be required for every 5 parking spaces. There should be no more than 10 spaces between landscape islands or medians.
4. Landscape islands or medians shall have no dimension narrower than five (5) feet.
5. Interior landscaping is required for parking lots containing ten or more spaces at a ratio of 20 square feet of landscape area for every 100 square feet of parking area. All landscaped areas should be protected by wheel stops or curbing, or be of sufficient width to prevent damage to plants by overhanging vehicles.
6. Existing vegetation should be incorporated into overall site design.
7. Landscaped areas shall be irrigated by mechanical sprinkler systems.
8. Required perimeter setback areas shall be densely landscaped with a combination of trees and shrubs, which form a 90 percent ground cover within three years of planting.

9. Required landscaping shall include a combination of trees and shrubs as follows:
 - For every 20 square feet of landscaped area: three (3) shrubs and either one (1) deciduous tree, 2½ to 3-inch caliper at time of planting, or one (1) evergreen tree, having a minimum height of 10 feet at the time of planting.
 - Tree spacing shall be as follows: Perimeter areas around parking lots 20 to 30 feet on center; other perimeter areas 30 feet on center.
 - Interior site landscaping is required to define pedestrian ways, enclose outdoor gathering and seating areas, and reduce building mass.
10. Architectural features such as low walls, fountains, and sculptures may be used in places where planting areas are limited or restricted.
11. Project entrances should be enhanced through changes in paving materials such as brick pavers, textured and colored concrete, providing entry structures and unity in planting of trees and shrubs.
12. Individual trees along walkways and along sidewalks in the internal portions of projects should be planted in tree wells or planter boxes.
13. Open storm water detention facilities should be incorporated into project landscaping and open space where geographically feasible.
14. Open storm water detention facilities shall be landscaped and screened.
15. Moving and flashing lights are prohibited.
16. Entrances, parking areas, and other public spaces shall be adequately lighted to serve as a deterrent to personal and property crime. Lighting fixtures will be selected and approved to minimize light spillover onto adjacent properties
17. Lighting standards should be designed and sited to be compatible with the character of the development.
18. Fences shall be constructed with appropriate fencing material and designed to deter or facilitate the removal of graffiti – The following applies:
 - No chain link fences in Arts & Entertainment District or Commercial District (except in rear yards only)
 - No barbed wire
 - No razor wire
 - No sheet metal
 - No unfinished concrete masonry units
 - No plywood

Parking Requirements

Required off-street parking is governed by 1108-A of this Ordinance, with the following parking reductions allowed:

1. On-street parking located adjacent to any lot shall be counted toward meeting the parking requirements for that lot as set forth in this article.
2. Shared parking is allowed as governed by this Ordinance.
3. A fifty) (50) percent reduction in required parking shall be available for all uses regardless of conditions specified in 1 and 2 above.

712.05-A - Permitted Land Uses

The following uses shall be permitted in the FSA-CMUD. The uses shall be permitted strictly in accordance with the zoning restrictions as established by the zoning guidelines for each sub district:

Antique and Specialty Retail Shops

Art Galleries, Museums, Artists' Studios, Photo Studios

Automotive service and repair establishments

Banks, Savings Institutions, and Credit Unions

Bars

Business Incubator Facility

Catering Services

Charging Stations

Child Care Center/Residential

Child Care Center/Commercial

Churches and Places of Worship on sites of up to one (1) acre

Community Recreational Center

Convenience Type Grocery Store

Cottage Industries

Educational Facilities, Colleges, Universities, Business Schools, Training Facilities; Libraries

Dry Cleaners and Coin Laundries

Home occupation, if the home occupation shall be clearly incidental to the residential use of the dwelling and shall not change the essential residential character of the dwelling.

Hotels

Live/Work Units

Mixed-Use Buildings

Night Clubs

Off-street Surface Parking

Parking Garages

Personal & Commercial Services

Philanthropic Institutions

Pop-up Retail

Public and Governmental offices

Private Monitoring Facilities

Professional Services and Offices

Recording, Radio and Broadcasting Facilities

Restaurants (Fast Food, General or Neighborhood) Bars, Cabarets and Taverns including those with outdoor live entertainment venues, walk-up windows and outdoor seating areas for serving food and beverages such as plazas, courtyards, patios and sidewalks when such areas are owned and/or maintained by the restaurant, bar or other establishment providing food or drink to patrons in these outdoor areas.

Residential Community Facility

Multifamily Dwellings

Single-family detached and attached dwellings including patio homes, condominiums and townhouses;

Two- family dwellings; accessory dwelling units

Dwelling units above the first-floor commercial buildings or in mix-use buildings

Short Term Rentals

Specialty Retail

Retail Stores

Wireless broadcast stations (WiFi)

Theaters – movie and performance indoor / outdoor with seating

Open space as included within the overall site plan

Recreation Facilities

Vendor Park

712.06-A Uses Which May Be Permitted as Use Permits

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

1. Any of the above uses provided in the FSA- CMUD which will be subject to review for compatibility with existing land uses in the respective zoning districts.
2. Liquor Stores - Use Permits for liquor stores are issued to the owner of the liquor store rather than to the owner of the land; they do not run with the land but will allow the store to remain at a specific location until such time as the ownership of the liquor store changes. Subsequent owners of the liquor store at this location must apply for and receive a new Use Permit.
3. Multi-purpose parking areas

ZONING DISTRICTS

712.06.1-A –FSA Residential District: The purpose of this district is to provide areas for the development of medium density residential uses and structures. It is the intent of this Ordinance that these districts be located in the portions of the FSA-CMUD where a protected environment suitable for medium density residential use can be provided, as well as in established medium density residential areas as a means to ensure their continuance. In fulfilling the purpose of this district, the townhouse or row house concept may be used which permits the construction of single-family dwellings immediately adjacent to one another without side yards between the individual units and which units may or may not be structurally connected. The purpose of this district may also be fulfilled by the use of the zero lot line concept which permits the construction of detached single-family dwellings on lots without a side yard requirement on one side of the lot. This concept permits better use of the entire lot by compacting the usual front, rear, and side yards into one or more internal gardens which may be completely walled in or screened.

706.01.1-A Uses Permitted:

1. Single-family detached and attached dwellings including patio homes, condominiums and townhouses;
2. Two- family dwellings
3. Transitional Housing for six or fewer residents
4. Row or Townhouse dwellings
5. Zero lot line dwellings

706.01.2 Uses Which May Be Permitted as Use Permits:

1. Child Care Center Residential
2. Home occupation, if the home occupation shall be clearly incidental to the residential use of the dwelling and shall not change the essential residential character of the dwelling.
3. Live/ Work Housing Units
4. Cottage Industry
5. Personal & Commercial Services

706.01.3-A Regulations:

1. Minimum lot area for single-family units- 5,000 square feet.
2. Minimum lot area - 2,400 square feet for townhouses and 3,200 square feet for zero lot line dwellings.
3. Minimum lot width - twenty-four (24) feet for townhouses and forty (40) feet for zero lot line houses, except that for corner lots the minimum shall be thirty-four (34) feet for townhouses and fifty (50) feet for zero lot line dwellings.
4. Minimum front yard depth – Twenty (20) feet from street right-of-way line.
5. Minimum side yard depth –five (5) feet, except on a corner lot, the minimum side yard on the street side shall be fifteen (15) feet

6. Minimum rear yard depth – Fifteen (15) feet, such space can be used for parking purposes and open carports.
7. Maximum height – thirty-five (35) feet.
8. Maximum lot coverage – fifty-five (55) percent
9. Accessory structures – accessory structures of a type compatible with the surroundings shall be permitted, and when detached from the main building shall be set back a minimum of forty (40) feet from the front lot line, five (5) feet from the side lot line, and five (5) feet from the rear lot line. On corner lots, the accessory structure must be erected on the opposite corner of the lot from the street line. No accessory structure may be used as living quarters.
10. A maximum of four (4) living units shall be allowed in each row of townhouses. When an end unit of a row house does not side on a street, an open space or court of at least twenty (20) feet in width shall be provided between it and the adjacent row of townhouses, and this open space or court shall be divided between the two immediately adjacent townhouse lots as to property or lot lines.
11. Townhouses shall be constructed up to side lot lines without side yards and no windows, doors, or other openings shall face a side lot line except that the outside wall of end units may contain such openings.
12. Zero lot line dwellings shall be constructed against the lot line on one side of a lot and no windows, doors, or other openings shall be permitted on this side. Where adjacent zero lot line dwellings are not constructed against a common lot line, the builder or developer must provide for a perpetual wall maintenance easement of five (5) feet in width along the adjacent lot and parallel with such wall.

712.07-A FSA-Residential Mixed-Use District: The purpose of this district is to accommodate the development of residential uses along with compatible, low-intensity commercial uses to serve adjacent residential areas. Uses should be integrated physically and accessible by pedestrians in order to decrease reliance on individual automobiles, conserve land, maximize use of public infrastructure, increase the quality of life in neighborhoods and provide for the welfare of the citizens.

712.07.01 –A Uses Permitted:

1. Single-family detached and attached dwellings including patio homes & zero –lot line homes
2. Two- family dwellings
3. Personal & Commercial Services
4. Short Term Rentals
5. Specialty Retail
6. Residential Child Care Center
7. Catering Services

712.07.02-A Uses Which May Be Permitted as Use Permits:

1. Dry Cleaners & Coin Laundries
2. Commercial Child Care Center
3. Cottage Industries
4. Residential Community Facility

712.07.03-A Regulations

Regulations shall be the same as Section 712.06.3-A

712.08-A FSA-Restricted Commercial District: The purpose of this district is to provide for an attractive, pedestrian-oriented neighborhood center with compatible mix of medium density residential uses and commercial activity that serves the needs of the local and adjacent communities.

712.08.01 –A Uses Permitted:

1. Banks, Savings Institutions, and Credit Unions – No Drive Through

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2. Business Incubator Facility
 3. Churches and Places of Worship on sites of up to one (1) acre
 4. Convenience Type Grocery Store- no petroleum dispensing, oil changing or car wash facilities allowed
 5. Dry Cleaners and Coin Laundries
 6. Live \Work Units
 7. Mixed-Use Buildings
 8. Personal & Commercial Services
 9. Professional Services and Offices
 10. Public and Governmental Offices
 11. Neighborhood Restaurant
 12. Retail Stores with 2,500 sq. ft. or less
 13. Two-family Dwellings
 14. Multi-family Dwellings
 15. Townhouses & Condominiums

712.08.02 –A Uses Which May Be Permitted as Use Permits:

1. Community Recreational Center
2. Multi-purpose parking areas
3. Vendor Park

712..08.03-A Regulations:

1. Regulations for residential used shall be the same as in the Residential Mixed Use District (Section 712.06.3-A)
2. Minimum lot area for commercial buildings shall be 5,000 square feet.
3. Minimum rear yard depth - fifteen (15) feet, except where it adjoins residentially zoned or residentially used, the rear yard requirement shall be increased to twenty-five (25) feet.

712.09-A FSA- Limited Mixed Use Commercial District: The purpose of this district is to provide for an attractive, pedestrian-oriented commercial center with compatible mix of medium density residential uses and commercial activity that serves the needs of the local and adjacent communities.

712.09.01 –A Uses Permitted:

1. Catering Services
2. Convenience Type Grocery Store
3. Commercial Daycare Center
4. Neighborhood Restaurant
5. Short Term Rentals
6. Pop up Retail
7. Personal & Commercial Services
8. Retail Store
9. Specialty Retail Shops

712.09.02 Uses Which May Be Permitted as Use Permits:

1. Community Recreational Center
2. Multi-purpose parking areas
3. Vendor Park

712.09.03-A Regulations:

1. Lot size - Not regulated.
2. Lot width- All lots shall have at least twenty-four (24) feet of frontage on a private or public street.
3. Lot coverage- Not regulated for commercial and mixed-use structures
4. Front yard- All buildings shall have a front yard setback of not more than five (5) feet; except where a plaza or courtyard is in the front yard, in which case the maximum setback shall be

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- thirty (30) feet; the plaza or courtyard shall be enclosed on three (3) sides and open to the sidewalk side, but partially enclosed with a combination of landscaping and a small wall or fence, in order to maintain the continuity of the streetscape.
5. Residential units may have a maximum setback of fifteen (15) feet. When residential structures have a front yard setback greater than five (5) feet, a wooden, masonry, or wrought iron fence of three feet or less in height shall be erected in line with adjacent nonresidential building or at the five-foot setback line.
 6. Infill Context- new construction must comply with the visual characteristics of the area as approved by the Historic Preservation Commission.
 7. Side yard - None, except when adjacent to a detached residential structure, the distance between the commercial structure and the residential structure shall be a minimum of ten (10) feet.
 8. Rear yard- Residential units shall have a rear yard of twenty (20) feet. Commercial uses shall have a five (5) foot rear yard when located adjacent to a public access alley or common drive. If a public access alley or common drive does not exist, commercial uses shall provide sufficient easement to provide for such a drive subject to Site Plan review design standards. If a commercial use rear yard abuts a residential or religious use a twenty-five (25) foot yard is required and within this area, a ten (10) feet transitional landscaping buffer and approved fencing material shall be provided. The remaining setback may be used for off-street parking.
 9. Building height- The maximum building height for principal structures shall be thirty-five (35) feet except for mixed-use buildings in which case the maximum building height shall be forty-five (45) feet. Maximum building height for accessory structures shall be fifteen (15) feet. Height regulations exclude steeples, cupolas and similar architectural elements.
 10. First floor elevations for residential structures with a five-foot front yard or less shall be at least eighteen (18) inches above the finished grade.
 11. Sidewalks shall be required for all new development and infill development.
 12. Sidewalk width and design shall adhere to existing sidewalks or to any proposed developments and is subject to approval by the Site Plan Review Committee.
 13. Required off-street parking is governed by Section 1108-A of this Ordinance, with the following parking reductions allowed:
 14. On-street parking located adjacent to any lot shall be counted toward meeting the parking requirements for that lot as set forth in this article.
 15. Shared parking is allowed as governed by this Ordinance.
 16. A twenty-five (25) percent reduction in required parking shall be available for all uses regardless of conditions specified in 1 and 2 above
 17. All buildings shall have the primary entrance visible and accessible from the street.
 18. All buildings on corner lots shall provide a corner entrance
 19. Building facades shall be aligned at the sidewalk edge.
 20. Wherever possible, buildings should utilize shared driveways and access roads.
 21. Driveway widths and curb cuts shall reflect those existing in the R. Jess Brown Commercial District.
 22. No more than one vehicular access point twelve (12) feet or less in width per lot shall be provided from the primary street for residential units.
 23. All new off-street parking lots shall be located in the rear of the building with an approved landscape plan that has been approved by the Historic Preservation Commission and Site Plan Review Committee.
 24. Drive-through windows are not permitted on any building.
 25. In commercial and mixed-use structures, windows, doors, display windows arcades shall comprise 50% of the total area for street-facing facades on the first floor.
 26. Roof-top mechanical equipment shall be screened from ground level view with a parapet or other architectural feature
 27. No liquor store shall be located within two hundred fifty (250) feet of any other such use, or located within five hundred (500) feet of any residentially zoned property, church, school, park, playground or public library.
 28. All new construction in this district shall require approval by the Historic Preservation Commission and Site Plan Review Committee as outlined in this Ordinance.
- 712.10A FSA-General Commercial District: The purpose of this district is to provide areas for the development of retail and personal service type community commercial shopping centers of integrated design and medium to high density development in the FSA-CMUD.

712.10.01 –A Uses Permitted:

1. Automotive service and repair establishments

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2. Banks, Savings Institutions, and Credit Unions with drive through windows
 3. Charging Stations
 4. Convenience Type Grocery Store
 5. Dwelling units above the first floor commercial buildings or in mixed-use buildings
 6. Mixed-Use Buildings
 7. Private Monitoring Facilities
 8. Professional Services and Offices
 9. Public and governmental offices
 10. Restaurants (Fast Food General & Neighborhood)
 11. Retail Stores with 3,500 sq. ft. or less
 12. Service Stations
 13. Wireless broadcast stations (Wi-Fi)

712.10.02–A Uses Which May Be Permitted as Use Permits:

1. Community Recreational Center
2. Liquor Store
3. Multi-purpose parking areas
4. Vendor Park

712.11-A FSA- Arts & Entertainment Cultural District: The purpose of this District is to create an attractive, pedestrian oriented center that has a compatible mix of low residential and low intensity commercial uses to create an atmosphere that reflects the historical and cultural significance of the FSA.

712.11.01 –A Uses Permitted

1. Antique and Specialty Retail Shops
2. Art Galleries, Museums, Artists’ Studios, Photo Studios
3. Catering Services
4. Dwelling units above the first-floor commercial buildings or in mix-use buildings
5. Hotel
6. Medium Density housing- townhouses and condominiums
7. Mixed-Use Buildings
8. Personal & Commercial Services
9. Professional Services & Offices
10. Restaurants (Neighborhood, Fast Food, General) Bars, Cabarets and Taverns including those with outdoor live entertainment venues, walk-up windows and outdoor seating areas for serving food and beverages such as plazas, courtyards, patios and sidewalks when such areas are owned and/or maintained by the restaurant, bar or other establishment providing food or drink to patrons in these outdoor areas.
11. Short Term Rentals
12. Wireless broadcast stations (WiFi)
13. Theaters – movie and performance indoor / outdoor with seating
14. Pop Up Retail
15. Open space as included within the overall site plan
16. Vendor Park

712.11.02 –A Uses Which May Be Permitted as Use Permits:

1. Bars (shall not be located adjacent to a residential unit or mixed use building)
2. Community Recreational Center
3. Liquor Store
4. Multi-purpose parking areas
5. Night Clubs (shall not be located adjacent to a residential unit or mixed use building)

712.11.03-A Regulations:

1. Minimum lot area -- Not regulated.
2. Minimum lot width – All new lots shall have at least twenty-four (24) feet of frontage on a public street, public courtyard or alley.
3. Minimum front yard depth – No building shall have a front yard. All buildings should be on the front property line.
4. Maximum front yard depth –Where a plaza or courtyard is in the front yard, the maximum setback shall be twenty (20) feet. The plaza or courtyard shall be enclosed on three (3) sides

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- and open to the sidewalk side, but partially enclosed with a combination of landscaping and a small wall or fence, in order to maintain the continuity of the streetscape.
5. Minimum side yard – None required; however, if a side yard is provided, it must be a minimum of eight (8) feet and shall be used to provide direct access to public or private rear court yards or parking.
 6. Minimum rear yard – The rear yard shall be no less than 50 feet deep.
 7. Maximum building height – the building height for principal structures shall be thirty-five 35 feet
 8. First floor elevation for residential uses shall be at least 18 inches above finished grade.
 9. Maximum lot coverage – Residential, ninety (90) percent.
 10. Interior Courtyards shall be no less than 60 feet by 60 feet
 11. Sidewalks shall consist of a minimum of two zones: (a) an amenity zone of not less than (3) feet in width and (b) an open walkway or pedestrian zone. A third zone, the storefront zone may be permitted.
 12. All new off-street parking lots shall be located in the rear of the building with an approved landscape and fencing plan that has been approved by the Historic Preservation Commission and Site Plan Review Committee.
 13. Shared parking is allowed as governed by the Zoning Ordinance
 14. Exterior storage - Exterior storage by a retail establishment is permitted only for items which by their nature are typically used outdoors in an unprotected environment. To protect the integrity of adjacent properties, the Zoning Administrator may require that exterior storage areas be completely screened from the street and from adjacent properties by a six (6) foot high wood or masonry fence or by natural plants or trees of equal minimum height so planted as to provide maximum opacity.
 15. Roof-top mechanical equipment shall be screened from ground level view with a parapet or other architectural feature.
 16. Drive-through windows are not permitted on any building.
 17. In commercial and mixed-use structures, windows, doors, display windows arcades shall comprise 50% of the total area for street-facing facades on the first floor.
 18. All building modifications, additions and new construction in the Jessie Mosley Cultural District shall require approval by the Historic Preservation Commission and Site Plan Review Committee as outlined in this Ordinance.

712.12-A FSA Community Mixed Use District: The purpose of this District is to create an attractive, pedestrian oriented point of entry for the FSA-CMUD that has a compatible mix residential and low intensity commercial uses. These district regulations have been created to ensure that infill development and additions to existing buildings are consistent with recognized pedestrian scale improvements in terms of structural orientation, height, lot dimensional requirements and other site spatial relationships.

712.12.01 Uses Permitted:

1. Antique and Specialty Retail Shops
2. Art Galleries, Museums, Artists' Studios, Photo Studios
3. Hotels
4. Dwelling units above the first floor commercial buildings or in mixed-use buildings
5. Restaurants (Fast Food, General, & Neighborhood) Bars, Cabarets and Taverns including those with outdoor live entertainment venues, walk-up windows and outdoor seating areas for serving food and beverages such as plazas, courtyards, patios and sidewalks when such areas are owned and/or maintained by the restaurant, bar or other establishment providing food or drink to patrons in these outdoor areas.
6. Mixed-Use Buildings
7. Personal & Commercial Services
8. Public and Governmental Offices
9. Recording, Radio & Broadcasting Facilities
10. Restaurants (Fast Food, General or Neighborhood) Bars, Cabarets and Taverns including those with outdoor live entertainment venues, walk-up windows and outdoor seating areas for serving food and beverages such as plazas, courtyards, patios and sidewalks when such areas are owned and/or maintained by the restaurant, bar or other establishment providing food or drink to patrons in these outdoor areas.
11. Retail Stores with 3,000 sq. ft. or less
12. Wireless broadcast stations (Wi-Fi)

13. Theaters – movie and performance indoor / outdoor with seating
14. Open space as included within the overall site plan
15. Recreational Facilities

712.12.02 Uses Which May Be Permitted as Use Permits:

1. Banks, Savings Institutions, and Credit Unions - no drive through windows
2. Catering Services
3. Health Clubs\Day Spas
4. Hotels
5. Recreational facilities - Use Permits for the recreational facility are issued to the owner of the recreational facility rather than to the owner of the land; they do not run with the land but will allow the store to remain at a specific location until such time as the ownership of the recreational facility changes. Subsequent owners of the recreational facility at this location must apply for and receive a new Use Permit.
6. Liquor Store - Use Permits for liquor stores are issued to the owner of the liquor store rather than to the owner of the land; they do not run with the land but will allow the store to remain at a specific location until such time as the ownership of the liquor store changes. Subsequent owners of the liquor store at this location must apply for and receive a new Use Permit.
7. Off-street Surface Parking
8. Vendor Park – limited to non-consumable goods

712.03.-A Regulations:

1. Minimum lot area -- Not regulated.
2. Minimum lot width – All new lots shall have at least twenty-four (24) feet of frontage on a public street, public courtyard or alley.
3. Minimum front yard depth – No building shall have a front yard. All buildings should be on the front property line.
4. Maximum front yard depth –Where a plaza or courtyard is in the front yard, the maximum setback shall be twenty (20) feet. The plaza or courtyard shall be enclosed on three (3) sides and open to the sidewalk side, but partially enclosed with a combination of landscaping and a small wall or fence, in order to maintain the continuity of the streetscape.
5. Minimum side yard – None required; however, if a side yard is provided, it must be a minimum of eight (8) feet and shall be used to provide direct access to public or private rear court yards or parking.
6. Minimum rear yard – The rear yard shall be no less than 50 feet deep.
7. Minimum and maximum building height -- minimum building height for principal structures shall be thirty-five 35 feet and the maximum building for those structures facing Fortification Street shall be 65 feet
8. First floor elevation for residential uses shall be at least 18 inches above finished grade.
9. Maximum lot coverage – Residential, ninety (90) percent.
10. Interior Courtyards: Interior Courtyards shall be no less than 60 feet by 60 feet
11. Sidewalks shall consist of a minimum of two zones: (a) an amenity zone of not less than (3) feet in width and (b) an open walkway or pedestrian zone. A third zone, the storefront zone may be permitted.
12. Shared parking is allowed as governed by the Zoning Ordinance
13. All new off-street parking lots shall be located in the rear of the building with an approved landscape and fencing plan that has been approved by the Historic Preservation Commission and Site Plan Review Committee.
14. Drive-through windows are not permitted on any building.
15. Roof-top mechanical equipment shall be screened from ground level view with a parapet or other architectural feature.
16. Exterior storage - Exterior storage by a retail establishment is permitted only for items which by their nature are typically used outdoors in an unprotected environment. To protect the integrity of adjacent properties, the Zoning Administrator may require that exterior storage areas be completely screened from the street and from adjacent properties by a six (6) foot high wood or masonry fence or by natural plants or trees of equal minimum height so planted as to provide maximum opacity.
17. In commercial and mixed-use structures, windows, doors, display windows arcades shall comprise 50% of the total area for street-facing facades on the first floor.

18. All building modifications, additions and new construction in this District shall require approval by the Historic Preservation Commission and Site Plan Review Committee as outlined in this Ordinance.

712.13-A Leonard Court PUD: The purpose of this Planned Unit Development (PUD) District is to help preserve a portion of historic district that has a concentration of residential units that are architecturally contributing and intact while allowing for a development that:

- Permits more flexibility and creativity in individual planned developments while reducing improvement costs through more efficient arrangements of varied land uses, buildings, circulation systems, and infrastructure;
- Permits innovative site plans by granting relief from stricter and fixed regulations provided for in zoning districts otherwise established by this Ordinance;
- Encourages the preservation and enhancement of the natural amenities of land and protects the natural features of a site;
- Permits infill development and the development of sites made difficult for conventionally designed development because of shape, size, abutting development, poor accessibility or topography and by the use of stringent design and development controls;
- Secures more usable open and recreational space than expected by the use of conventional regulations; and
- Provides a living, working, and shopping environment within the layout of the site that contributes to a sense of community.

712.13.01 –A Permitted Uses and Regulations:

Shall be governed by Sections 902-A thru 910-A of the Z

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

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

President Lindsay recognized **Dr. Sandra Faye Holly, Jimmie Stewart** and **Frank Figgers**, who spoke in favor of a Comprehensive Rezoning of the Farish Street area and the relative text amendments to the City of Jackson Official Zoning Ordinance as adopted on May 29, 1974 and subsequently amended to establish the Farish Street Area Cultural Mixed-Use District (FSA-CMUD).

There was no opposition from the public.

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

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

Nays – None.

Absent –Stokes.

Cancelled Special Exceptions\Use Permits – No Action Required:

(Ward 1) SE 4097 – Lakeita F. Rox-Love – 5375 Red Fox Rd. (Parcel #551-168)

- SE was granted to Lakeita F. Rox-Love on Sept. 21, 2020 to operate a Professional (Real Estate) Office within an R-1 (Single-family) Residential District.
- Cancellation was based upon non-response and non-payment from the grantee by the deadline date of September 9, 2024.

(Ward 5) C-UP 4179 – Terrance Brent, Sr. – 540 Raymond Rd. -Suite 2. (Parcel #217-9)

**REGULAR ZONING MEETING OF THE CITY COUNCIL
MONDAY, SEPTEMBER 16, 2024 2:30 P.M.**

- C-UP was granted to Terrance Brent, Sr. on Sept. 19, 2022 to operate a General Restaurant within a C-2 (Limited) Commercial District.
- Cancellation was based upon non-response and non-payment from the grantee by the deadline date of September 9, 2024.

(Ward 5) C-UP 4122 – Andy Abrams Foundation – 540 Raymond Rd. – Suite 2. (Parcel #217-9)

- C-UP was granted to Andy Abrams Foundation on Sept. 18, 2023 to operate a transitional housing for seven (7) to twelve (12) residents within a R-4 (Limited Multi-family) Residential District.
- Cancellation was based upon non-response and non-payment from the grantee by the deadline date of September 9, 2024.

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

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

<u>CASE NO.</u>	<u>NAME</u>	<u>LOCATION</u>	<u>USE</u>	<u>GRANTED</u>
SE- 3844 Ward 1	Anthony R. Simon	621 E. Northside Dr.	Professional Non-Retail Office	09/16/13
C-UP 3914 Ward 7	Richard & Company, LLC c/o Richard McKey	Patton Ave. Parcel #48-97	Accessory Parking Lot	09/21/15
SE-4137 Ward 2	Betty Sullivan	1611 Countrywood Dr.	Professional (Real Estate) Office	09/20/21
C-UP 4141 Ward 7	Miltoria Heath	1110 Noel St.	Commercial Child Care Center	09/20/21
C-UP- 4125 Ward 5	Lemuel & Archie Tripp	3181 J R Lynch St.	Community Recreational Facility	09/18/23
SE- 4219 Ward 5	Kinya Godbolt	34 Elaine Ct.	Catering Service	09/18/23
C-UP - 4220 Ward 4	Jishnu Gosain	4840 Highway 18 W	Liquor Store	09/18/23
C-UP 4222 Ward 7	African Christian Fellowship USA, Inc. Jackson Chapter Abiye Iyo	1638 & 1640 S. Gallatin St.	Community Recreational Facility	09/18/23

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

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

**REGULAR ZONING MEETING OF THE CITY COUNCIL
MONDAY, SEPTEMBER 16, 2024 2:30 P.M.**

1045

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

* * * * *

There being no further business to come before the City Council, it was unanimously voted to adjourn until the next Regular Council Meeting to be held at 10:00 a.m. on Tuesday, September 24, 2024. At 3:30 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

* * * * *

6

OFFICE U-114E
D.M.
5-16-24

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 349 SAVANNA ST WAY PARCEL 613-198 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.

WHEREAS, on June 18, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following administrative hearing held on March 26, 2024; and

WHEREAS, the Community Improvement Division of the Planning and Development Department placed an advertisement requesting qualified vendors, performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare, to submit bids on a HB603 funded project; and

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the best bid and through its representative, Socrates Garrett, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed in the bid package titled DIST. 71 Demo Project 2: Parcel 613-198 for the sum of \$10,500.00; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this contract that materially alters the performance period upon which this contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, If the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the vendor shall be in default after the time stipulated in the contract documents; and

Consent Agenda No. 6
10.8.2024
(Keeton, Lumumba)

WHEREAS, Socrates Garrett Enterprises, Inc. has a principal office address 2659 Livingston Rd. Jackson, MS 39213.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a contract and related documents with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located at 349 Savanna St. Jackson, Mississippi 39212.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$10,500.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from HB603 funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

9/16/24
DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 349 SAVANNA ST WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.																																													
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Memo

To: Chokwe Lumumba, Mayor

From: Jhai Keeton, Director
Department of Planning and Development

Date: 8/26/2024

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Socrates Garrett Enterprises, Inc. for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

The parcel is a part of a HB603 funded project in which Socrates Garrett Enterprises, Inc. was in compliance with bid requirements.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for case CE-23-961.

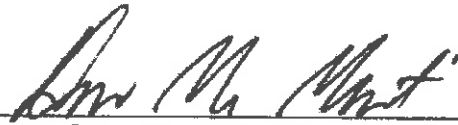
Thank you for your prompt consideration in this matter.



Office of the City Attorney


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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 349 SAVANNA ST WAY PARCEL 613-198 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71 is legally sufficient for placement in NOVUS Agenda.



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



Date

7

Bm
9-16-24

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 301 SAVANNA ST PARCEL 613-154 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.

WHEREAS, on June 18, 2023, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on April 23, 2024; and

WHEREAS, the Community Improvement Division of the Planning and Development Department placed an advertisement requesting qualified vendors, performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare, to submit bids on an HB603 funded project; and

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the best bid and through its representative, Socrates Garrett, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed in the bid package titled DIST. 71 Demo Project 3: Parcel 613-154 for the sum of \$7,500.00; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this contract that materially alters the performance period upon which this contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, If the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the vendor shall be in default after the time stipulated in the contract documents; and

Consent Agenda No. 7
10.8.2024
(Keeton, Lumumba)

WHEREAS, Socrates Garrett Enterprises, Inc. has a principal office address 2659 Livingston Rd. Jackson, MS 39213.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a contract and related documents with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located at 301 Savanna St., Jackson, Mississippi 39212.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$7,500.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from HB603 funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

9/16/24

DATE

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Memo

To: Chokwe Lumumba, Mayor

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

Date: 8/26/2024

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Socrates Garrett Enterprises, Inc. for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

The parcel is a part of a HB603 funded project in which Socrates Garrett Enterprises, Inc. was in compliance with bid requirements.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for case CE-23-959.


Thank you for your prompt consideration in this matter.



Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 301 SAVANNA ST PARCEL 613-154 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71 is legally sufficient for placement in NOVUS Agenda.



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



Date

8

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 145 SAVANNA ST PARCEL 613-44 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.

WHEREAS, on June 18, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on April 23, 2024; and

WHEREAS, the Community Improvement Division of the Planning and Development Department placed an advertisement requesting qualified vendors, performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare, to submit bids on an HB603 funded project; and

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the best bid and through its representative, Socrates Garrett, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed in the bid package titled DIST. 71 Demo Project 4: Parcel 613-44 for the sum of \$8,000.00; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this contract that materially alters the performance period upon which this contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, If the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the vendor shall be in default after the time stipulated in the contract documents; and

Consent Agenda No. 8
10.8.2024
(Keeton, Lumumba)

WHEREAS, Socrates Garrett Enterprises, Inc. has a principal office address 2659 Livingston Rd. Jackson, MS 39213.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a contract and related documents with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located at 145 Savanna St, Jackson, Mississippi 39212.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$8,000.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from HB603 funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

9/16/24
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 145 SAVANNA STREET WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life	
3.	Who will be affected	All City of Jackson residents	
4.	Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.	
5.	Schedule (beginning date)	To be determined pending execution of contract.	
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	District 71	
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT	
8.	COST	\$8,000.00	
9.	Source of Funding ■ General Fund ■ Grant <input checked="" type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	District 71 Fund 44344415-6446	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___



Memo

To: Chokwe Lumumba, Mayor

From: Jhai Keeton, Director
Department of Planning and Development

Date: 8/26/2024

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Socrates Garrett Enterprises, Inc. for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

The parcel is a part of a HB603 funded project in which Socrates Garrett Enterprises, Inc. was in compliance with bid requirements.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for case CE-23-958.

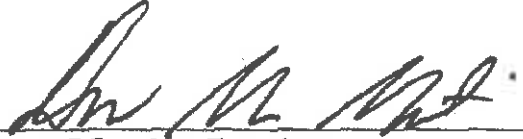
Thank you for your prompt consideration in this matter.

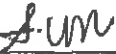

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 145 SAVANNA ST PARCEL 613-44 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71 is legally sufficient for placement in NOVUS Agenda.



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

9/23/24
Date

9

OFFICE OF THE CITY ATTORNEY
JAN 5-18-24

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 2005 WILLO-WISP WAY PARCEL 213-121 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.

WHEREAS, on August 29, 2023, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 6, 2023; and

WHEREAS, the Community Improvement Division of the Planning and Development Department placed an advertisement requesting qualified vendors, performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare, to submit bids on an HB603 funded project; and

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the best bid and through its representative, Socrates Garrett, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed in the bid package titled DIST. 71 Demo Project 9: Parcel 213-121 for the sum of \$12,000.00; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this contract that materially alters the performance period upon which this contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, If the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the vendor shall be in default after the time stipulated in the contract documents; and

Consent Agenda No. 9
10.8.2024
(Keeton, Lumumba)

WHEREAS, Socrates Garrett Enterprises, Inc. has a principal office address 2659 Livingston Rd. Jackson, MS 39213.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a contract and related documents with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located at 2005 Will-O-Wisp Way, Jackson, Mississippi 39204.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$12,000.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from HB603 funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

9/16/24
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 2005 WILL-O-WISP WAY WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	Who will be affected	All City of Jackson residents
4.	Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	Schedule (beginning date)	To be determined pending execution of contract.
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	District 71
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT
8.	COST	\$12,000.00
9.	Source of Funding ■ General Fund ■ Grant <input checked="" type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	District 71 Fund 44344415-6446
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ AABF _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____



Memo

To: Chokwe Lumumba, Mayor

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

Date: 8/26/2024

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Socrates Garrett Enterprises, Inc. for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

The parcel is a part of a HB603 funded project in which Socrates Garrett Enterprises, Inc. was in compliance with bid requirements.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for case CE-23-264.

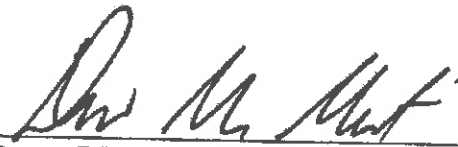
Thank you for your prompt consideration in this matter.


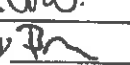
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 2005 WILLOW-O-WISP WAY PARCEL 213-121 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71 is legally sufficient for placement in NOVUS Agenda.



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

9/23/24
Date

10

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 415 ALTA WOODS BLVD PARCEL 213-293 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.

OFFICE OF THE CITY ATTORNEY
5-16-24
CJ

WHEREAS, on August 15, 2023, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on April 18, 2023; and

WHEREAS, the Community Improvement Division of the Planning and Development Department placed an advertisement requesting qualified vendors, performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare, to submit bids on an HB603 funded project; and

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the best bid and through its representative, Socrates Garrett, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed in the bid package titled DIST. 71 Demo Project 11: Parcel 213-293 for the sum of \$7,500.00; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this contract that materially alters the performance period upon which this contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, If the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the vendor shall be in default after the time stipulated in the contract documents; and

Consent Agenda No. 10
10.8.2024
(Keeton, Lumumba)

WHEREAS, Socrates Garrett Enterprises, Inc. has a principal office address 2659 Livingston Rd. Jackson, MS 39213.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a contract and related documents with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located at 415 Alta Woods Blvd, Jackson, Mississippi 39204.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$7,500.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from HB603 funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

9/16/24
DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 415 ALTA WOODS WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3. Who will be affected	All City of Jackson residents																																													
4. Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.																																													
5. Schedule (beginning date)	To be determined pending execution of contract.																																													
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	District 71																																													
7. Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT																																													
8. COST	\$7,500.00																																													
9. Source of Funding ▪ General Fund ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	District 71 Fund 44344415-6446																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						



Memo

To: Chokwe Lumumba, Mayor

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

Date: 8/26/2024

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Socrates Garrett Enterprises, Inc. for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

The parcel is a part of a HB603 funded project in which Socrates Garrett Enterprises, Inc. was in compliance with bid requirements.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for case CE-23-257.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 415 ALTA WOODS BLVD PARCEL 213-293 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71 is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Sondra Moncure, Special Assistant *S.M.*

Bridgette Morgan, Deputy City Attorney *B.M.*

9/23/24
Date

11

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISE, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 2033 WILL-O-WISP WAY PARCEL 213-124 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.

33m
THE CITY ATTORNEY
9-16-24

WHEREAS, on August 29, 2023, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 6, 2023; and

WHEREAS, the Community Improvement Division of the Planning and Development Department placed an advertisement requesting qualified vendors, performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare, to submit bids on an HB603 funded project; and

WHEREAS, based on stated requirements, Four Seasons Enterprise, LLC submitted the best bid and through its representative, Robert Love, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed in the bid package titled DIST. 71 Demo Project 8: Parcel 213-124 for the sum of \$18,547.65; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this contract that materially alters the performance period upon which this contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, If the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents; and

Consent Agenda No. 11
10.8.2024
(Keeton, Lumumba)

WHEREAS, Four Seasons Enterprise, LLC has a principal office address 5822 Canton Park Dr., Jackson, MS 39211.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a contract and related documents with Four Seasons Enterprise, LLC to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located at 2033 Will-O-Wisp Way, Jackson, Mississippi 39204.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$18,547.65 shall be paid to Four Seasons Enterprise, LLC for the services provided from HB603 funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

9/16/24
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISE, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 2033 WILL-O-WISP WAY WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	Who will be affected	All City of Jackson residents
4.	Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	Schedule (beginning date)	To be determined pending execution of contract.
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	District 71
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT
8.	COST	\$18,547.65
9.	Source of Funding ■ General Fund ■ Grant <input checked="" type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	District 71 Fund 44344415-6446
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____



Memo

To: Chokwe Lumumba, Mayor

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

Date: 8/26/2024

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Four Seasons Enterprise, LLC for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

The parcel is a part of a HB603 funded project in which Four Seasons Enterprise, LLC was in compliance with bid requirements.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for case CE-23-265.

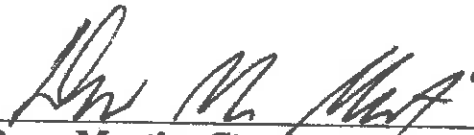
Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 2033 WILLOW-WISP WAY PARCEL 213-124 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71 is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant *S.M.*
Bridgette Morgan, Deputy City Attorney *B.M.*

9/24/24

Date

12

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF STATE PROPERTY LOCATED AT 2012 WILLOW WAY PARCEL 213-163 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.

10
2024
APR 16 5:22
THE CITY OF JACKSON

WHEREAS, on April 8, 2024, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State; and

WHEREAS, the Community Improvement Division of the Planning and Development Department placed an advertisement requesting qualified vendors, performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare, to submit bids on an HB603 funded project; and

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the best bid and through its representative, Socrates Garrett, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed in the bid package titled DIST. 71 Demo Project 7: Parcel 213-163 for the sum of \$20,000.00; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this contract that materially alters the performance period upon which this contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, If the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the vendor shall be in default after the time stipulated in the contract documents; and

Consent Agenda No. 12
10.8.2024
(Keeton, Lumumba)

WHEREAS, Socrates Garrett Enterprises, Inc. has a principal office address 2659 Livingston Rd. Jackson, MS 39213.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a contract and related documents with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located at 2012 Willow Way, Jackson, Mississippi 39204.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$20,000.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from HB603 funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

9/16/24
DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF STATE PROPERTY LOCATED AT 2012 WILLOW WAY WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3. Who will be affected	All City of Jackson residents																																													
4. Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.																																													
5. Schedule (beginning date)	To be determined pending execution of contract.																																													
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	District 71																																													
7. Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT																																													
8. COST	\$20,000.00																																													
9. Source of Funding ▪ General Fund ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	District 71 Fund 44344415-6446																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						



Memo

To: Chokwe Lumumba, Mayor

From: Jhai Keeton, Director
Department of Planning and Development

Date: 8/26/2024

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Socrates Garrett Enterprises, Inc. for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

The parcel is a part of a HB603 funded project in which Socrates Garrett Enterprises, Inc. was in compliance with bid requirements.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for case CE-23-272.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 2012 WILLOW WAY PARCEL 213-163 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71 is legally sufficient for placement in NOVUS Agenda.

Drew Martin
Drew Martin, City Attorney
Sondra Moncure, Special Assistant *S.M.*
Bridgette Morgan, Deputy City Attorney *B.M.*

9/23/24
Date

13

3
5-16-24

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF STATE PROPERTY LOCATED AT 1935 WILL-O-WISP WAY PARCEL 213-104 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.

WHEREAS, on April 8, 2024, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State; and

WHEREAS, the Community Improvement Division of the Planning and Development Department placed an advertisement requesting qualified vendors, performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare, to submit bids on an HB603 funded project; and

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the best bid and through its representative, Socrates Garrett, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed in the bid package titled DIST. 71 Demo Project 10: Parcel 213-104 for the sum of \$19,000.00; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this contract that materially alters the performance period upon which this contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, If the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the vendor shall be in default after the time stipulated in the contract documents; and

Consent Agenda No. 13
10.8.2024
(Keeton, Lumumba)

WHEREAS, Socrates Garrett Enterprises, Inc. has a principal office address 2659 Livingston Rd. Jackson, MS 39213.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a contract and related documents with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located at 1935 Will-O-Wisp Way, Jackson, Mississippi 39204.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$19,000.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from HB603 funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

9/16/24
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PARCELS ON STATE PROPERTY LOCATED AT 1935 WILL-O-WISP WAY WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	Who will be affected	All City of Jackson residents
4.	Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	Schedule (beginning date)	To be determined pending execution of contract.
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	District 71
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT
8.	COST	\$19,000.00
9.	Source of Funding ■ General Fund ■ Grant <input checked="" type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	District 71 Fund 44344415-6446
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___



Memo

To: Chokwe Lumumba, Mayor

From: Jhai Keeton, Director
Department of Planning and Development

Date: 8/26/2024

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Socrates Garrett Enterprises, Inc. for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

The parcel is a part of a HB603 funded project in which Socrates Garrett Enterprises, Inc. was in compliance with bid requirements.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for case CE-22-263.

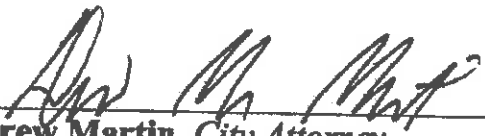
Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 1935 WILLOW-WISP WAY PARCEL 213-104 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71 is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant *S.M.*
Bridgette Morgan, Deputy City Attorney *B.M.*

9/23/04

Date

14

33
8-16-24

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 1911 ALTA WOODS BLVD PARCEL 213-42 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.

WHEREAS, on June 18, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on April 23, 2024; and

WHEREAS, the Community Improvement Division of the Planning and Development Department placed an advertisement requesting qualified vendors, performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare, to submit bids on an HB603 funded project; and

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the best bid and through its representative, Socrates Garrett, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed in the bid package titled DIST. 71 Demo Project 12: Parcel 213-42 for the sum of \$8,000.00; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this contract that materially alters the performance period upon which this contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, If the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents; and

Consent Agenda No. 14
10.8.2024
(Keeton, Lumumba)

WHEREAS, Socrates Garrett Enterprises, Inc. has a principal office address 2659 Livingston Rd. Jackson, MS 39213.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a contract and related documents with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located at 1911 Alta Woods Blvd, Jackson, Mississippi 39204.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$8,000.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from HB603 funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

9/16/24
DATE

POINTS		COMMENTS																									
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 1911 ALTA WOODS BLVD WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.																									
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	<ol style="list-style-type: none"> 1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life 																									
3.	Who will be affected	All City of Jackson residents																									
4.	Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.																									
5.	Schedule (beginning date)	To be determined pending execution of contract.																									
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	District 71																									
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT																									
8.	COST	\$8,000.00																									
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	District 71 Fund 443441911-6446																									
10.	EBO participation	<table border="0"> <tr> <td>ABE _____%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>AABE _____%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>WBE _____%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>HBE _____%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>NABE _____%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> </table>	ABE _____%	WAIVER	yes	no	N/A	AABE _____%	WAIVER	yes	no	N/A	WBE _____%	WAIVER	yes	no	N/A	HBE _____%	WAIVER	yes	no	N/A	NABE _____%	WAIVER	yes	no	N/A
ABE _____%	WAIVER	yes	no	N/A																							
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: 8/26/2024

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Socrates Garrett Enterprises, Inc. for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

The parcel is a part of a HB603 funded project in which Socrates Garrett Enterprises, Inc. was in compliance with bid requirements.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for case CE-24-738.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
DCM 9-16-24

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 1911 ALTA WOODS BLVD PARCEL 213-42 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71 is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Sondra Moncure, Special Assistant J.M.

Bridgette Morgan, Deputy City Attorney T.M.

9/23/24

Date

15

OFFICE OF THE CITY ATTORNEY
DM 9-16-24

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 1610 PLEASANT AVE PARCEL 99-10-2 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, on August 29, 2023, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 6, 2023; and

WHEREAS, the Community Improvement Division of the Planning and Development Department placed an advertisement requesting qualified vendors, performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare, to submit bids on a CDBG funded project; and

WHEREAS, based on stated requirements, Four Seasons Enterprise, LLC submitted the best bid and through its representative, Robert Love, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed in the bid package titled CDBG Demo Project 1: Parcel 99-10-2 for the sum of \$13,797.75; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this contract that materially alters the performance period upon which this contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, if the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the vendor shall be in default after the time stipulated in the contract documents; and

Consent Agenda No. 15
10.8.2024
(Keeton, Lumumba)

WHEREAS, Four Seasons Enterprise, LLC has a principal office address 5822 Canton Park Dr. Jackson, MS 39211.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a contract and related documents with Four Seasons Enterprise, LLC to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located at 1610 Pleasant Ave., Jackson, Mississippi 39203.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$13,797.75 shall be paid to Four Seasons Enterprise, LLC for the services provided from CDBG funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 9/16/24

DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 1610 PLEASANT AVE. WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 3. Quality of Life
3.	Who will be affected	All City of Jackson residents
4.	Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	Schedule (beginning date)	To be determined pending execution of contract.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 7
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT
8.	COST	\$13,797.75
9.	Source of Funding ▪ General Fund ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	CDBG 085-82410-6485
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____



Memo

To: Chokwe Lumumba, Mayor

From: Jhai Keeton, Director
Department of Planning and Development

Date: 8/12/2024

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Four Seasons Enterprise, LLC for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

The parcel is part of a CDBG funded project in which Four Seasons Enterprises, LLC was in compliance with bid requirements.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for case CE-22-726.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 1610 PLEASANT AVE PARCEL 99-10-2 WHICH CONSTITUTE A MENACE TO HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Sondra Moncure, Special Assistant S.M.W.

Bridgette Morgan, Deputy City Attorney B.M.

9/23/24

Date

OFFICE OF THE CITY ATTORNEY
B.M. 9-16-24

16

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 1912 WILLOW WAY PARCEL 213-144 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.

WHEREAS, on June 18, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on April 23, 2024; and

WHEREAS, the Community Improvement Division of the Planning and Development Department placed an advertisement requesting qualified vendors, performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare, to submit bids on an HB603 funded project; and

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the best bid and through its representative, Socrates Garrett, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed in the bid package titled DIST. 71 Demo Project 6: Parcel 213-144 for the sum of \$9,500.00; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this contract that materially alters the performance period upon which this contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, if the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents; and

Consent Agenda No. 16
10.8.2024
(Keeton, Lumumba)

WHEREAS, Socrates Garrett Enterprises, Inc. has a principal office address 2659 Livingston Rd. Jackson, MS 39213.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a contract and related documents with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located at 1912 Willow Way, Jackson, Mississippi 39204.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$9,500.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from HB603 funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

9/16/24
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 1912 WILLOW WAY WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	Who will be affected	All City of Jackson residents
4.	Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	Schedule (beginning date)	To be determined pending execution of contract.
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	District 71
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT
8.	COST	\$9,500.0
9.	Source of Funding ■ General Fund ■ Grant <input checked="" type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	District 71 Fund 44344415-6446
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____



Memo

To: Chokwe Lumumba, Mayor

From: Jhai Keeton, Director
Department of Planning and Development

Date: 8/26/2024

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Socrates Garrett Enterprises, Inc. for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

The parcel is a part of a HB603 funded project in which Socrates Garrett Enterprises, Inc. was in compliance with bid requirements.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for case CE-24-737.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 1912 WILLOW WAY PARCEL 213-144 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71 is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Sondra Moncure, Special Assistant 

Bridgette Morgan, Deputy City Attorney 



Date

17

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 133 SAVANNA ST PARCEL 613-47 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.

2024
24

WHEREAS, on June 18, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on April 23, 2024; and

WHEREAS, the Community Improvement Division of the Planning and Development Department placed an advertisement requesting qualified vendors, performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare, to submit bids on an HB603 funded project; and

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the best bid and through its representative, Socrates Garrett, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed in the bid package titled Demo Project 1: Parcel 613-47 for the sum of \$10,500.00; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this contract that materially alters the performance period upon which this contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, If the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the vendor shall be in default after the time stipulated in the contract documents; and

Consent Agenda No. 17
10.8.2024
(Keeton, Lumumba)

WHEREAS, Socrates Garrett Enterprises, Inc. has a principal office address 2659 Livingston Rd. Jackson, MS 39213.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a contract and related documents with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located at 133 Savanna St. Jackson, Mississippi 39212.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$10,500.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from House Bill 603 funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 8/26/24
DATE

POINTS		COMMENTS																									
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PARCELS ON PRIVATE PROPERTIES WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH THE STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.																									
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes In City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																									
3.	Who will be affected	All City of Jackson residents																									
4.	Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.																									
5.	Schedule (beginning date)	To be determined pending execution of contract.																									
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	District 71																									
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT																									
8.	COST	\$10,500.00																									
9.	Source of Funding ▪ General Fund ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	District 71 Fund 44344415-6446																									
10.	EBO participation	<table border="0"> <tr> <td>ABE _____%</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A _____</td> </tr> <tr> <td>AABE _____%</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A _____</td> </tr> <tr> <td>WBE _____%</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A _____</td> </tr> <tr> <td>HBE _____%</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A _____</td> </tr> <tr> <td>NABE _____%</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A _____</td> </tr> </table>	ABE _____%	WAIVER	yes ___	no ___	N/A _____	AABE _____%	WAIVER	yes ___	no ___	N/A _____	WBE _____%	WAIVER	yes ___	no ___	N/A _____	HBE _____%	WAIVER	yes ___	no ___	N/A _____	NABE _____%	WAIVER	yes ___	no ___	N/A _____
ABE _____%	WAIVER	yes ___	no ___	N/A _____																							
AABE _____%	WAIVER	yes ___	no ___	N/A _____																							
WBE _____%	WAIVER	yes ___	no ___	N/A _____																							
HBE _____%	WAIVER	yes ___	no ___	N/A _____																							
NABE _____%	WAIVER	yes ___	no ___	N/A _____																							



Memo

To: Chokwe Lumumba, Mayor

From: Jhal Keeton, Director
Department of Planning and Development

Date: 8/26/2024

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Socrates Garrett Enterprises, Inc. Seasons Enterprise, LLC for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

The parcel is a part of a HB603 funded project in which Socrates Garrett Enterprises was in compliance with bid requirements.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for case CE-24-427

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 133 SAVANNA ST PARCEL 613-47 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71 is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant *S.M. 9/25/24*
Bridgette Morgan, Deputy City Attorney *B.M.*

9/27/24

Date

18

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 5805 PEPPER RIDGE RD PARCEL 737-435 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

OFFICE OF THE CLERK
JACKSON, MISSISSIPPI
10-11-24

WHEREAS, on May 7, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on December 19, 2023; and

WHEREAS, the Community Improvement Division of the Planning and Development Department placed an advertisement requesting qualified vendors, performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare, to submit bids on a CDBG funded project; and

WHEREAS, based on stated requirements, Four Seasons Enterprises, LLC submitted the best bid and through its representative, Robert Love, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed in the bid package titled CDBG Demo Project 3: Parcel 737-435 for the sum of \$15,000.00; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this contract that materially alters the performance period upon which this contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, If the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the vendor shall be in default after the time stipulated in the contract documents; and

Consent Agenda No. 18
10.8.2024
(Keeton, Lumumba)

WHEREAS, Four Seasons Enterprises, LLC has a principal office address 5822 Canton Park Dr., Jackson, MS 39211.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a contract and related documents with Four Seasons Enterprises, LLC to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located at 5805 Pepper Ridge Rd, Jackson, Mississippi 39211.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$15,000.00 shall be paid to Four Seasons Enterprises, LLC for the services provided from CDBG funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

9/16/24
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 5805 PEPPER RIDGE RD WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	Who will be affected	All City of Jackson residents
4.	Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	Schedule (beginning date)	To be determined pending execution of contract.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 1
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT
8.	COST	\$15,000.00
9.	Source of Funding ▪ General Fund ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	CDBG 085-82410-6485
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___



Memo

To: Chokwe Lumumba, Mayor

From: Jhai Keeton, Director
Department of Planning and Development

Date: 8/12/2024

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Four Seasons Enterprises, LLC for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

The parcel is part of a CDBG funded project in which Four Seasons Enterprises, LLC was in compliance with bid requirements.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for case CE-22-675.

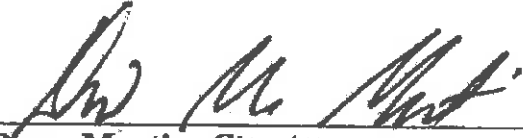
Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 5805 PEPPER RIDGE RD PARCEL 737-435 WHICH CONSTITUTE A MENACE TO HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant *A.M. 9/25/24*
Bridgette Morgan, Deputy City Attorney *B.M.*

9/27/24

Date

OFFICE OF THE CITY ATTORNEY
9-11-24
203

19

9.25-24

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 6543 GEORGE WASHINGTON DR PARCEL 805-137-10 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, on May 7, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on December 19, 2023; and

WHEREAS, the Community Improvement Division of the Planning and Development Department placed an advertisement requesting qualified vendors, performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare, to submit bids on a CDBG funded project; and

WHEREAS, based on stated requirements, Four Seasons Enterprises, LLC submitted the best bid and through its representative, Robert Love, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed in the bid package titled CDBG Demo Project 10: Parcel 805-137-10 for the sum of \$13,521.25; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this contract that materially alters the performance period upon which this contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, If the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the vendor shall be in default after the time stipulated in the contract documents; and

Consent Agenda No. 19
10.8.2024
(Keeton, Lumumba)

WHEREAS, Four Seasons Enterprises, LLC has a principal office address 5822 Canton Park Dr., Jackson, MS 39211.

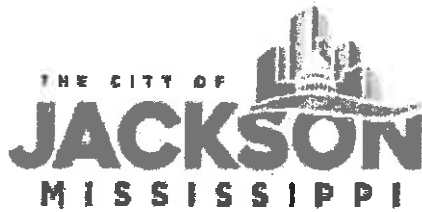
IT IS THEREFORE ORDERED that the Mayor is authorized to execute a contract and related documents with Four Seasons Enterprises, LLC to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located at 6543 George Washington Dr., Jackson, Mississippi 39213.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$13,521.25 shall be paid to Four Seasons Enterprises, LLC for the services provided from CDBG funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

9/16/24
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 6543 GEORGE WASHINGTON DR WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 3. Quality of Life	
3.	Who will be affected	All City of Jackson residents	
4.	Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.	
5.	Schedule (beginning date)	To be determined pending execution of contract.	
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Ward 2	
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT	
8.	COST	\$13,521.25	
9.	Source of Funding ■ General Fund ■ Grant <input checked="" type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	CDBG 085-82410-6485	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___



Memo

To: Chokwe Lumumba, Mayor

From: Jhai Keeton, Director
Department of Planning and Development

Date: 8/21/2024

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Four Seasons Enterprises, LLC for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

The parcel is part of a CDBG funded project in which Four Seasons Enterprises, LLC was in compliance with bid requirements.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for case CE-23-823.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

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T-6
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OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 6543 GEORGE WASHINGTON DR PARCEL 805-137-10 WHICH CONSTITUTE A MENACE TO HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant AUMJ. 9/25/24
Bridgette Morgan, Deputy City Attorney BM

9/27/24
Date

20

OFFICE OF THE CITY ATTORNEY
26/24

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 3450 FONTAINE AVE PARCEL 422-179 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, on June 18, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on March 26, 2024; and

WHEREAS, the Community Improvement Division of the Planning and Development Department placed an advertisement requesting qualified vendors, performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare, to submit bids on a CDBG funded project; and

WHEREAS, based on stated requirements, Four Seasons Enterprises, LLC submitted the best bid and through its representative, Robert Love, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed in the bid package titled CDBG Demo Project 2: Parcel 422-179 for the sum of \$9,975.00; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this contract that materially alters the performance period upon which this contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, If the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the vendor shall be in default after the time stipulated in the contract documents; and

Consent Agenda No. 20
10.8.2024
(Keeton, Lumumba)

WHEREAS, Four Seasons Enterprises, LLC has a principal office address 5822 Canton Park Dr., Jackson, MS 39211.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a contract and related documents with Four Seasons Enterprises, LLC to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located at 3450 Fontaine Ave., Jackson, Mississippi 39213.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$9,975.00 shall be paid to Four Seasons Enterprises, LLC for the services provided from CDBG funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

9/16/24
DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 3450 FONTAINE AVE. WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM																																													
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3. Who will be affected	All City of Jackson residents																																													
4. Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.																																													
5. Schedule (beginning date)	To be determined pending execution of contract.																																													
6. Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Ward 3																																													
7. Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT																																													
8. COST	\$9,975.00																																													
9. Source of Funding ■ General Fund ■ Grant <input checked="" type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	CDBG 085-82410-6485																																													
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Memo

To: Chokwe Lumumba, Mayor

From: Jhai Keeton, Director
Department of Planning and Development

Date: 8/12/2024

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Four Seasons Enterprises, LLC for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

The parcel is part of a CDBG funded project in which Four Seasons Enterprises, LLC was in compliance with bid requirements.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for case CE-22-159.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 3450 FONTAINE AVE PARCEL 422-179 WHICH CONSTITUTE A MENACE TO HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Sondra Moncure, Special Assistant S.M. 9/25/24
Bridgette Morgan, Deputy City Attorney BM

9/27/24
Date

21

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 6762 HARRY S. TRUMAN DRIVE PARCEL 804-703 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

CITY OF JACKSON
9-25-20

WHEREAS, on May 7, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on December 19, 2023; and

WHEREAS, the Community Improvement Division of the Planning and Development Department placed an advertisement requesting qualified vendors, performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare, to submit bids on a CDBG funded project; and

WHEREAS, based on stated requirements, Four Seasons Enterprises, LLC submitted the best bid and through its representative, Robert Love, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed in the bid package titled CDBG Demo Project 9: Parcel 804-703 for the sum of \$13,521.25; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this contract that materially alters the performance period upon which this contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, if the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the vendor shall be in default after the time stipulated in the contract documents; and

Consent Agenda No. 21
10.8.2024
(Keeton, Lumumba)

WHEREAS, Four Seasons Enterprises, LLC has a principal office address 5822 Canton Park Dr., Jackson, MS 39211.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a contract and related documents with Four Seasons Enterprises, LLC to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located at 6762 Harry S. Truman Drive, Jackson, Mississippi 39213.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$13,521.25 shall be paid to Four Seasons Enterprises, LLC for the services provided from CDBG funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

9/16/24
DATE

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Memo

To: Chokwe Lumumba, Mayor

From: Jhai Keeton, Director
Department of Planning and Development

Date: 8/21/2024

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Four Seasons Enterprises, LLC for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

The parcel is part of a CDBG funded project in which Four Seasons Enterprises, LLC was in compliance with bid requirements.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for case CE-23-1299.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 6762 HARRY S. TRUMAN DRIVE PARCEL 804-703 WHICH CONSTITUTE A MENACE TO HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant S.M. 9/25/24
Bridgette Morgan, Deputy City Attorney B

9/27/24
Date

22

FIC
OFFICE OF THE CITY ATTORNEY
10/8/24

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 1319 ROBINSON ST. PARCEL 152-25 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, on June 18, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on March 26, 2024; and

WHEREAS, the Community Improvement Division of the Planning and Development Department placed an advertisement requesting qualified vendors, performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare, to submit bids on a CDBG funded project; and

WHEREAS, based on stated requirements, Four Seasons Enterprises, LLC submitted the best bid and through its representative, Robert Love, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed in the bid package titled CDBG Demo Project 4: Parcel 152-25 for the sum of \$12,521.25; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this contract that materially alters the performance period upon which this contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, if the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the vendor shall be in default after the time stipulated in the contract documents; and

Consent Agenda No. 22
10.8.2024
(Keeton, Lumumba)

WHEREAS, Four Seasons Enterprises, LLC has a principal office address 5822 Canton Park Dr., Jackson, MS 39211.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a contract and related documents with Four Seasons Enterprises, LLC to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located at 1319 Robinson St., Jackson, Mississippi 39203.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$12,521.25 shall be paid to Four Seasons Enterprises, LLC for the services provided from CDBG funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

9/16/24
DATE

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Memo

To: Chokwe Lumumba, Mayor

From: Jhai Keeton, Director
Department of Planning and Development

Date: 8/21/2024

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Four Seasons Enterprises, LLC for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

The parcel is part of a CDBG funded project in which Four Seasons Enterprises, LLC was in compliance with bid requirements.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for case CE-22-1878.

Thank you for your prompt consideration in this matter.

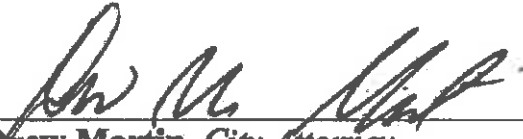
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
DMS 9-16-24

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 1319 ROBINSON STREET PARCEL 152-25 WHICH CONSTITUTE A MENACE TO HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant S.M. 9/25/24
Bridgette Morgan, Deputy City Attorney BM

9/27/24
Date

23

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 6240 BROWN ST. PARCEL 707-52 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, on August 15, 2023, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on April 4, 2023; and

WHEREAS, the Community Improvement Division of the Planning and Development Department placed an advertisement requesting qualified vendors, performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare, to submit bids on a CDBG funded project; and

WHEREAS, based on stated requirements, Four Seasons Enterprises, LLC submitted the best bid and through its representative, Robert Love, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed in the bid package titled CDBG Demo Project 8: Parcel 707-52 for the sum of \$20,769.50; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this contract that materially alters the performance period upon which this contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, if the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the vendor shall be in default after the time stipulated in the contract documents; and

Consent Agenda No. 23
10.8.2024
(Keeton, Lumumba)

WHEREAS, Four Seasons Enterprises, LLC has a principal office address 5822 Canton Park Dr., Jackson, MS 39211.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a contract and related documents with Four Seasons Enterprises, LLC to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located at 6240 Brown St., Jackson, Mississippi 39213.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$20,769.50 shall be paid to Four Seasons Enterprises, LLC for the services provided from CDBG funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

9/16/24

DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 6240 BROWN ST. WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 3. Quality of Life
3.	Who will be affected	All City of Jackson residents
4.	Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	Schedule (beginning date)	To be determined pending execution of contract.
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Ward 2
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT
8.	COST	\$20,769.50
9.	Source of Funding ■ General Fund ■ Grant <input checked="" type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	CDBG 085-82410-6485
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A ___ AABE _____ % WAIVER yes ___ no ___ N/A ___ WBE _____ % WAIVER yes ___ no ___ N/A ___ HBE _____ % WAIVER yes ___ no ___ N/A ___ NABE _____ % WAIVER yes ___ no ___ N/A ___



Memo

To: Chokwe Lumumba, Mayor

From: Jhal Keeton, Director
Department of Planning and Development

Date: 8/12/2024

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Four Seasons Enterprises, LLC for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

The parcel is part of a CDBG funded project in which Four Seasons Enterprises, LLC was in compliance with bid requirements.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for case CE-23-325.

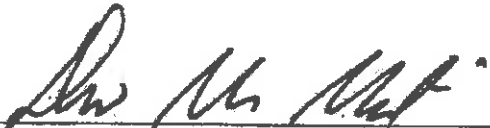
Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 6240 BROWN ST. PARCEL 707-52 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant *SM* 9/25/24
Bridgette Morgan, Deputy City Attorney *BM*

9/25/24

Date

24

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 3521 EDWARDS AVE. PARCEL 425-589 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, on June 18, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on March 26, 2024; and

WHEREAS, the Community Improvement Division of the Planning and Development Department placed an advertisement requesting qualified vendors, performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare, to submit bids on a CDBG funded project; and

WHEREAS, based on stated requirements, Four Seasons Enterprises, LLC submitted the best bid and through its representative, Robert Love, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed in the bid package titled CDBG Demo Project 6: Parcel 425-589 for the sum of \$12,521.25; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this contract that materially alters the performance period upon which this contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, if the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the vendor shall be in default after the time stipulated in the contract documents; and

Consent Agenda No. 24
10.8.2024
(Keeton, Lumumba)

WHEREAS, Four Seasons Enterprises, LLC has a principal office address 5822 Canton Park Dr., Jackson, MS 39211.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a contract and related documents with Four Seasons Enterprises, LLC to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located at 3521 Edwards Ave., Jackson, Mississippi 39213.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$12,521.25 shall be paid to Four Seasons Enterprises, LLC for the services provided from CDBG funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

9/16/24
DATE

POINTS	COMMENTS
1. Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 3521 EDWARDS AVE. WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 3. Quality of Life
3. Who will be affected	All City of Jackson residents
4. Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5. Schedule (beginning date)	To be determined pending execution of contract.
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 3
7. Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT
8. COST	\$12,521.25
9. Source of Funding ▪ General Fund ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	CDBG 085-82410-6485
10. EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____



Memo

To: Chokwe Lumumba, Mayor

From: Jhai Keeton, Director
Department of Planning and Development

Date: 8/21/2024

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Four Seasons Enterprises, LLC for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

The parcel is part of a CDBG funded project in which Four Seasons Enterprises, LLC was in compliance with bid requirements.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for case CE-22-160.


Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 3521 EDWARDS AVE. PARCEL 425-589 WHICH CONSTITUTE A MENACE TO HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant *A.M. 9/25/24*
Bridgette Morgan, Deputy City Attorney *S*

9/27/24

Date

25

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
RENAMING SHORT STREET (FROM LYNCH STREET TO DEAD END) TO DR.
CURTIS JOHNSON DRIVE. (STOKES)**

WHEREAS, Dr. Curtis Johnson, a pioneering figure in campus *emergency* management, devoted educator, visionary leader in higher education, celebrated community servant, and man of deep faith, made his earthly transition recently; and

WHEREAS, Dr. Johnson was a three-time alumnus of Jackson State University, where he earned a Bachelor of Science in Psychology, a Master of Science in Guidance and Counseling, and a Ph.D. in Urban Higher Education; and

WHEREAS, Jackson State University benefited significantly from Dr. Johnson's academic and administrative leadership, impacting countless students and colleagues through his dedication and commitment to excellence; and

WHEREAS, Dr. Johnson's extensive work in higher education and campus emergency management has left an indelible mark, particularly in enhancing the safety and well-being of the campus community; and

WHEREAS, renaming Short Street (from Lynch Street to the dead end) to Dr. Curtis Johnson Drive serves as a tribute to his lifelong achievements and contributions to both the University and the Jackson community.

NOW, THEREFORE, BE IT ORDAINED, that the Jackson City Council hereby renames Short Street from Lynch Street to Dead End in honor of Dr. Curtis Johnson.

SO ORDAINED, this the _____ day of October, 2024.

Introduction to Ordinance

Agenda Item No. 25

Date: October 8, 2024

BY: STOKES

26

27

28

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ONMED, LLC TO OFFER PRIMARY CARE SERVICES THROUGH A VIRTUAL CARE PLATFORM FOR THE RESIDENTS OF THE CITY OF JACKSON.

CITY OF JACKSON
12/12/24
LUMUMBA

WHEREAS, the Mayor's Office recommends that the Jackson City Council authorize a Services and License Agreement and Business Associate Agreement with OnMed, LLC (OnMed), with its principal place of business located at 1209 Orange St., Wilmington, DE 19801, to operate a consultation room, i.e., OnMed CareStations, at various sites within the City of Jackson for the benefit of the residents; and

WHEREAS, OnMed agrees to provide, during operating hours, through licensed professionals, non-emergent telehealth services for customers using the "OnMed CareStations;" and

WHEREAS, professional services shall be provided via telehealth technology by professionals working under the supervision of a board-certified physician who is licensed to practice medicine in Mississippi; and

WHEREAS, each OnMed visit will involve a professional evaluation of non-emergent acute injuries or illnesses, as appropriate for each customer. The use of the OnMed CareStation by a customer in connection with the delivery of telehealth services shall constitute a single OnMed visit for purposes of this Agreement without regard to whether a bill or claim is submitted or payment is received for services rendered in connection with such OnMed visit; and

WHEREAS, the scope of professional services shall be limited to functions and procedures in which the Professional is qualified and experienced to perform under standard protocols.

WHEREAS, the professional service provider shall retain properly trained and experienced professionals necessary to provide the professional services for the operating hours of each OnMed CareStation at each site; and

WHEREAS, all professionals shall at all times (i) be licensed to practice their respective profession in the state where each site is located, (ii) have such training and certification(s) as are required under the Federal Requirements, and (iii) have entered into employment or independent contractor agreements with professional service provider; and

WHEREAS, OnMed, LLC shall operate the OnMed CareStations at the Client Sites and provide Professional Services between 8:00 AM and 6:00 PMEST, Monday through Saturday (the "Operating Hours"), excluding downtimes due to OnMed maintenance and servicing. OnMed's reduced holiday hours of operation will be provided by December 1 of each year for the upcoming year of the Term; and

Agenda Item No: 28
10.8.2024
(Lumumba)

WHEREAS, for the duration of the term, OnMed will charge a monthly license fee of \$33,000.00 for a single OnMed CareStation. The City agrees to pay the monthly License. Fee is as follows:

a. Year 1:

i. On the Launch Date, the City agrees to pay OnMed fifty percent (50%) of the first year's total monthly License Fee for each OnMed CareStation for an aggregate payment of \$198,000.00; and

ii. Client agrees to pay OnMed the remaining fifty percent (50%) of the first year's License Fee (\$198,000.00) for the OnMed CareStation in equal monthly payments of \$16,500.00 for the next twelve (12) months.

b. Years 2 and 3:

Beginning on the first anniversary of the Launch Date of each OnMed CareStation, the client agrees to pay OnMed the monthly License Fee (\$33,000.00) for the next twenty-four (24) months.

WHEREAS, the launch date is the date on which each OnMed CareStation is fully operational, scheduled to be on October 21, 2024; and

WHEREAS, throughout the term of this Agreement, OnMed shall maintain insurance coverage in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate for general commercial liability; One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate for professional liability; and applicable state statutory limits for workers' compensation; and

WHEREAS, this Agreement shall commence on the Effective Date and shall continue for a term of three (3) years from each Launch Date ("Initial Term"), unless earlier terminated as provided herein. Thereafter, unless either party terminates prior to the expiration of the initial term or any renewal term (as defined below), this Agreement shall automatically renew for additional three (3) year terms under the same terms and conditions as are in place at such time but at OnMed's then-current fees; and

WHEREAS, the parties shall have the right to immediately terminate this Agreement by providing written notice thereof to the other party in accordance with this Agreement if either party makes an application for the appointment of a receiver, trustee, or custodian for any of the applicable party's assets; files a petition under any section or chapter of the federal Bankruptcy Code or any similar law; makes an assignment for the benefit of its creditors; or becomes insolvent;

and

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

termination, OnMed shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination; and

WHEREAS, this Agreement will be construed and governed by the laws of the State of Mississippi irrespective of its choice-of-law principles. Jurisdiction and venue for all actions arising under this Agreement shall be in the federal and state courts located in Hinds County, Mississippi; and

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

WHEREAS, it is understood that this Agreement requires approval by the Governing Authority/City Council, and if the Governing Authority/City Council does not approve this Agreement, it is void, and no payment shall be made hereunder; and

WHEREAS, this Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

IT IS THEREFORE ORDERED, that the Mayor is authorized to execute a Services and License Agreement and Business Associate Agreement with OnMed, LLC, with its principal place of business located at 1209 Orange St., Wilmington, DE 19801, to operate a consultation room, i.e., OnMed CareStations, at various site within the City of Jackson for the benefit of the residents.

IT IS FURTHER ORDERED, that payment may be made to OnMed, LLC in accordance with the fee structure set forth above in this Order.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ONMED LLC TO OFFER PRIMARY CARE SERVICES THROUGH A VIRTUAL CARE PLATFORM FOR THE RESIDENTS OF THE CITY OF JACKSON is legally sufficient for placement in NOVUS Agenda.



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

12/1/20
Date

12/1/20
CITY OF JACKSON
Sondra Moncure

SERVICES AND LICENSE AGREEMENT

This Services and License Agreement (collectively with any and all attachments, exhibits and schedules hereto, the "Agreement") is entered into as of September 25, 2024 ("Effective Date"), by and between The City of Jackson, a State of Mississippi municipality ("Client"), and OnMed, LLC, a Delaware limited liability company ("OnMed"). Client and OnMed may be referred to herein from time to time as the "Parties" or individually as a "Party" to this Agreement.

RECITALS

A. OnMed owns and operates OnMed CareStations (as defined below), which are healthcare stations containing one or more areas for Customer (as defined in Exhibit A) healthcare interaction through the use of live audio and video conferencing with medical Professionals (as defined in Exhibit B) who are able to assess Customer's vital signs, health history and current health issues which enables such Professionals to evaluate Customers' physical and medical condition in order to write prescriptions for medications (collectively, the "OnMed CareStation(s)").

B. OnMed arranges for Professional Services (as defined in Exhibit B) on behalf of clients in connection with the operation of the OnMed CareStations. Such Professional Services are provided by one or more Professional Services Providers (as defined in Exhibit B) under contract with OnMed.

C. Client desires to enter into this Agreement with OnMed (i) for the license, deployment, installation, maintenance and use of the OnMed CareStations at the Client Sites (as defined in Exhibit A) and (ii) to arrange for Professional Services in connection therewith. OnMed desires to enter into this Agreement with Client to (i) deploy and operate the OnMed CareStations at the Client Sites and (ii) to arrange for Professional Services in connection therewith.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained herein, intending to be legally bound, the Parties agree as follows:

AGREEMENT

1. **PURPOSE AND SCOPE.** This Agreement is intended to describe the duties and obligations of OnMed and Client.

2. **ONMED OBLIGATIONS.**

2.1 **OnMed CareStations.** Unless this Agreement is terminated in accordance with this Agreement, OnMed will deploy, operate and service the OnMed CareStations at the Client Sites and arrange on behalf of Client for the provision of Professional Services commencing on each Launch Date (as defined in Exhibit A), through the Term (as defined in Section 5).

2.2 **Professional Services.** Client acknowledges and agrees that OnMed does not and shall not provide any Professional Services. All Professional Services shall be provided by the professional service entity identified on Exhibit B. OnMed's obligation with respect to the Professional Services shall be to arrange for Professional Services which meet the requirements set forth in Exhibit B.

2.3 **General Obligations.** In addition to the other obligations outlined in this Section 2, OnMed shall (i) comply with all applicable state, federal and local laws and regulations; and (ii) comply with any applicable standards, guidelines, and recommendations of any applicable regulatory, licensing or accrediting agencies and bodies having jurisdiction over the activities of OnMed including the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended from time to time (collectively, "HIPAA"). To that end, prior to each Launch Date, the Parties shall enter into and agree to be bound by OnMed's HIPAA Business Associate Agreement.

2.4 **Insurance.** Throughout the Term of this Agreement, OnMed shall maintain insurance coverage in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate for general commercial liability; One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate for professional liability; and applicable state statutory limits for workers' compensation.

2.5 **Risk of Loss/Damage.** OnMed shall be solely responsible for all loss, damage, theft, or destruction to the OnMed CareStations, unless such loss, damage, theft or destruction was caused by the actions of Client. No such loss, damage, theft or destruction of the OnMed CareStations, in whole or in part, shall impair or diminish the obligations of Client under this Agreement including, without limitation, to pay the Fees as described in Exhibit A. In the event that any loss, damage, theft or destruction to the OnMed CareStations is caused by Client, Client agrees to reimburse OnMed within fifteen (15) but no more than forty-five (45) days following receipt of written demand from OnMed, for all costs incurred by OnMed in replacing or restoring the affected OnMed CareStation to good repair, condition and working order. Such restored or replaced OnMed CareStation shall be subject to the terms and conditions of this Agreement.

3. **CLIENT OBLIGATIONS.**

3.1 **General Obligations.** Throughout the Term of this Agreement, Client agrees to work cooperatively with (i) OnMed and Professional Services Provider to facilitate the use of the OnMed CareStations and delivery of Professional Services to Customers on Client's behalf and (ii) OnMed to integrate the OnMed CareStations into Client's strategies designed to promote enhanced access to healthcare services involving non-emergent conditions.

3.2 **Maintenance of the OnMed CareStation.** The Client will be responsible for (i) providing or arranging for regularly scheduled and emergency janitorial services to maintain the OnMed CareStations in a clean working order pursuant to OnMed cleaning practices and (ii) taking reasonable steps to ensure that each OnMed CareStation is safe, secure and

protected while located at the Client Sites. If emergency cleaning is needed, OnMed will notify Client and will shut down the applicable OnMed CareStation until that cleaning can be completed to OnMed's and Client's reasonable satisfaction.

3.3 Exclusivity. During the Term of this Agreement, Client shall not enter into an arrangement or agreement with a provider of telemedicine similar in any way to the OnMed CareStation.

3.4 Insurance. The Client does not possess general liability insurance but is self-insured. The Client will maintain coverage for liability as set forth in the Mississippi Tort Claims Act and applicable state statutory limits for workers' compensation.

3.5 Use of Client Property for Deployment of OnMed CareStation. During the Term, the Client hereby grants to OnMed permission in the form of a single-purpose license to place each OnMed CareStation at the Client Sites, to permit the operation of the OnMed CareStations and to permit the delivery of Professional Services as provided herein (the "Real Property License"). In connection with the Real Property License, OnMed shall have access to the Client Sites during the Term and shall be permitted to transport, install, operate and maintain the OnMed CareStations at the Client Sites for a period commencing no less than thirty (30) days prior to each Launch Date and lasting for a thirty (30) day period following the termination or expiration of the Term.

3.6 Networking and Electricity. During the Term of this Agreement Client agrees to provide OnMed's networking and electrical needs as set forth on Exhibit A.

3.7 Restriction. Client shall not (i) utilize, and shall prevent its Customers from using, the OnMed CareStations for any unlawful purpose or any purpose other than as authorized in this Agreement. Client shall be solely responsible and liable for any actions of the Client that are contrary to the terms, requirements and spirit of this Agreement and (ii) submit or cause or permit to be submitted any claims for Professional Services or goods or services obtained through the OnMed CareStations to any insurance companies, self-insured employers, government payors, federal health care programs, preferred provider organizations, managed care payors, health maintenance organizations and other third-party payors and purchasers of health care services.

4. **Fees.** During the Term of this Agreement Client agrees to pay OnMed the Fees as set forth on Exhibit A.

5. **TERM AND TERMINATION.**

5.1 Term. This Agreement shall commence on the Effective Date and shall continue for a term of three (3) years from each Launch Date ("Initial Term"), unless earlier terminated as provided herein. Thereafter, unless either Party terminates prior to the expiration of the Initial Term or any Renewal Term (as defined below), this Agreement shall automatically renew for additional three (3) year terms under the same terms and conditions as are in place at such time but at OnMed's then-current Fees (each a "Renewal Term" and together with the Initial Term the "Term").

5.2 Termination for Cause. Either Party shall have the right to terminate this Agreement for any material breach of the terms or conditions of the Agreement by the other Party upon thirty (30) days written notice to the other Party in accordance with Section 7.09 of this Agreement and setting forth the nature of the breach, provided that the Party receiving such notice has not corrected the stated breach within thirty (30) days after written notice was received ("Cure Period"). The Cure Period may be extended in writing by the non-breaching party without waiver of the material breach and without affecting any other rights under this Agreement.

5.3 Immediate Termination by OnMed or Client. The Parties shall have the right to immediately terminate this Agreement by providing written notice thereof to the other Party in accordance with Section 7.09 of this Agreement if either Party makes an application for the appointment of a receiver, trustee or custodian for any of the applicable Party's assets; files a petition under any section or chapter of the federal Bankruptcy Code or any similar law; makes an assignment for the benefit of its creditors; or becomes insolvent.

5.4 Termination for Convenience. Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, OnMed shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination.

5.5 Change of Law. Notwithstanding anything herein to the contrary, if during any term hereof any change of law results in an adverse consequence to either Party, the Parties agree to cooperate in making reasonable revisions to this Agreement in order to avoid such adverse consequence. If the Parties are unable to agree upon revisions to this Agreement to avoid any adverse consequence within sixty (60) days of written notice by one Party to the other of the need for such revisions, then either Party may, upon written notice to the other, terminate this Agreement.

5.6 Effect of Termination. Notwithstanding the termination or expiration of this Agreement, the Parties shall be required to carry out any provisions hereof that contemplate performance by them subsequent to such termination or expiration, including but not limited to Section 6; and such termination or expiration shall not affect any liability or obligation that shall have accrued prior to such termination or expiration, including but not limited to liability for loss or damage.

6. **CONFIDENTIALITY AND RESTRICTIVE COVENANTS.**

6.1 Confidentiality. Each Party acknowledges that during the Term of this Agreement it may be brought into contact with the other Party's confidential records, business plans, methods of operations, compensation methods and formulas, intellectual property, performance standards, pricing policies, marketing strategies, records, trade secrets, software, code, patents, personnel and credential files, and other information about the other Party's operations and business of a confidential

nature (collectively, "Confidential Information"), whether or not marked or otherwise designated as confidential. Therefore, during the Term of this Agreement and thereafter, neither Party shall, in any manner, directly or indirectly disclose or divulge to any person or other entity whatsoever, whether directly or indirectly in competition with the other Party, or use for any purpose any Confidential Information of the other Party, except as required by law or expressly authorized herein or in writing by such Party. Upon the expiration or termination of this Agreement for any reason, each Party shall immediately return to the other Party any and all Confidential Information in its possession or control.

6.2 Reasonableness of Protection. Each Party acknowledges that the restrictions contained herein are reasonable and necessary to protect the legitimate professional and business interests of the other Party and that any violation of such restrictions may result in irreparable injury to the other Party.

6.3 Use of Intellectual Property.

(a) Client shall not use OnMed's trademarks, copyrights, patents, software or other material associating Client with OnMed without OnMed's prior written consent. Upon termination or expiration of this Agreement, any such consent is automatically withdrawn, and all use of such trademarks, copyrights and/or patents must cease.

(b) Client grants OnMed a limited license to use its name, trademarks, logos, images, or other intellectual property for the purposes of: (a) advertising in any medium now known or in the future created, both during and after the Term; (b) publicizing its ongoing relationship with Client during the Term in any medium now known or in the future created; and (c) performing the Professional Services during the Term as set forth in this Agreement.

(c) Client acknowledges and agrees that OnMed has the absolute right to use images or videos of the OnMed CareStations at any time, for any purpose, and in any medium now known or in the future created, regardless of whether such images or videos of the OnMed CareStations include Client's name, trademarks, logos, images, or other intellectual property.

(d) OnMed shall maintain sole and absolute ownership of works of authorship, ideas, developments, inventions, and marketing materials related to the OnMed CareStations.

(e) Client acknowledges and agrees that all Intellectual Property Rights in and to the OnMed CareStations shall be the sole property of OnMed, regardless of whether Client suggests, contributes to the development of, or develops such intellectual property. "Intellectual Property Rights" means:

(i) all U.S. or foreign copyrights, trademarks, patents, pending patent applications and future patents related to any current or future inventions, improvements, discoveries or creations related to the OnMed CareStations;

(ii) all information, knowledge, expertise, ideas, developments, and trade secrets; and

(iii) all works of authorship and other tangible expressions, whether copyrighted or copyrightable, including technical drawings, software, advertising materials, recordings, brochures, instructions, and other documentation.

To the extent necessary, Client agrees to execute or to ensure that its employees, representatives, or agents execute any document needed to ensure OnMed ownership of such Intellectual Property Rights in the OnMed CareStations, both during and after the Term and at no cost to OnMed.

6.4 OnMed Property. Photographing, taping, videoing, recording or streaming of any OnMed CareStations or any related asset, equipment, or technology, including any Professional-Customer experience/interaction at any Client Sites is owned by OnMed and prohibited without OnMed's prior written approval.

7. GENERAL PROVISIONS.

7.1 Customer Care. Nothing in this Agreement shall be interpreted to interfere with a Professional's practice, delivery of direct care, independent judgment, diagnosis and treatment of Customers.

7.2 Indemnification. Each Party (the "Indemnifying Party") agrees to defend, indemnify, and hold the other Party (and its parents, officers, directors, employees, members, subsidiaries, and agents) (collectively, the "Indemnified Party") harmless from any and all liability, claims, demands, actions, losses, causes of action, costs, damages or expenses, including, without limitation, reasonable attorney's fees and costs, incurred or suffered by the Indemnified Party, directly or indirectly, arising out of the negligent or wrongful acts and omissions of the Indemnifying Party or any of its agents, employees, representatives, and in the case of Client, the Customers. Such indemnification includes but is not limited to: (i) any breach of the provisions contained in this Agreement; and/or (ii) any violation of any applicable state or federal law or regulation governing the protection of protected health information. The foregoing indemnification obligation is subject to the Indemnified Party notifying the Indemnifying Party in writing of the claims and using good faith efforts to provide all reasonably necessary assistance, information, and authority to perform the above. The Indemnifying Party shall have sole control over the reasonable defense of any such claim (including settlement of such claim); provided, however, the Indemnifying Party shall not settle any claim without the Indemnified Party's prior written consent, except that no such consent shall be required if such settlement expressly and unconditionally releases the Indemnifying Party and Indemnified Party from all liabilities and obligations with respect to such claim, without prejudice.

7.3 Survival of Terms. All provisions of this Agreement, which by their terms contain obligations of the Parties that extend beyond the expiration or termination hereof, shall survive the expiration or earlier termination of this Agreement.

7.4 Recitals. The recitals stated above are true and accurate and are incorporated herein by this reference.

7.5 Compliance with All Laws, Regulations, and Standards. Each Party represents and warrants that such Party's performance under this Agreement will fully comply with all applicable federal, state, and local statutes, rules, regulations, accreditation standards, applicable standards of other professional organizations, including but not limited to: (i) Federal Criminal Law; (ii) the False Claims Act; (iii) the anti-kickback statute (42 U.S.C. 1320a-7b(b)); (iv) the civil monetary penalties law (42 U.S.C. 1320a-7a); and (v) the physician self-referral law (42 U.S.C. 1395mm).

7.6 **Assignment and Benefit.** Client may not assign or delegate its rights and duties under this Agreement without OnMed's prior written consent. Any such OnMed consent will be binding upon and inure to the benefit of, and be enforceable by, Client and OnMed, their legal representatives and their permitted successors and assigns. A change of ownership or control of either Party to this Agreement shall not affect the rights, duties, or obligations of the Parties under hereunder.

7.7 **Waiver.** No waiver of or failure by either Party to enforce any of the terms, conditions, or obligations herein will be construed as a waiver of any subsequent breach of such term, condition, or obligation, or of any other term, condition, or obligation hereunder.

7.8 **Notices.** Any notice, demand, or communication required, permitted, or desired to be given hereunder, shall be deemed effectively given when delivered by electronic mail to the addresses listed below and followed with personal delivery or mail by prepaid, certified mail, return receipt requested, addressed as follows:

Client: The City of Jackson
219 S. President Street
Jackson, MS 39201
Attn:
Email:

OnMed: OnMed, LLC
14105 McCormick Drive
Tampa, Florida 33626
Attn: Legal Department
Email: Legal@onmed.com

Office of the City Attorney
455 E. Capitol Street
Jackson, MS 39201
Attn: City Attorney

or to such other address and to the attention of such other persons as either Party may designate by advance written notice.

7.10 **Governing Law: Venue.** This Agreement will be construed and governed by the laws of the State of Mississippi irrespective of its choice-of-law principles. Jurisdiction and venue for all actions arising under this Agreement shall be in the federal and state courts located in Hinds County, Mississippi.

7.11 **Independent Contractors.** The Parties to this Agreement are independent entities, and neither Party, by virtue of this Agreement, assumes any liability for any debts or obligations of a financial or legal nature incurred by the other Party. Neither is authorized or permitted to act as an agent or employee of the other.

7.12 **Entire Agreement.** This Agreement, collectively with any and all attachments, exhibits and schedules which are hereby deemed incorporated by reference, constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any previous agreement or understanding, whether oral or otherwise. No modification of this Agreement shall be valid unless in writing and signed by each of the Parties hereto.

7.13 **Construction of Agreement.** The Parties agree that each Party and its counsel have fully participated in the review of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendment or exhibit hereto.

7.14 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

7.15 **Severability.** The provisions of this Agreement are severable, and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the Parties.

7.16 **Publicity.** Client shall not make any public or private announcement, post, or statement concerning OnMed (including any person or party affiliated with OnMed), the OnMed CareStations or this Agreement, except to the extent such statement is required by this Agreement or by law, or as may be approved in writing in advance by OnMed.

7.17 **Force Majeure.** The Parties shall not be responsible for delays or failure of performance resulting from acts beyond the reasonable control of the Parties. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, pandemics, failure of suppliers to perform, governmental actions, Client actions, power failures, Internet or telecommunications failures, earthquakes, or other disasters.

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

7.19 **Approval.** It is understood that this Agreement requires approval by the Governing Authority/City Council and this Agreement is not approved by the Governing Authority/City Council, it is void and no payment shall be made hereunder.

7.20 **Public Records.** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

OnMed, LLC

The City of Jackson

Name: Karthik Ganesh
Title: Chief Executive Officer

Name: Chokwe A. Lumumba
Title: Mayor

EXHIBIT A

1. **OnMed CareStations.** OnMed shall manufacture, deliver, install, calibrate and operate one (1) single consultation room OnMed CareStations at the Client Sites specified below.
2. **Hours of Service and Capacity.** OnMed shall operate the OnMed CareStations at the Client Sites and provide Professional Services between 8:00 AM and 6:00 PM EST, Monday through Saturday (the "Operating Hours"), excluding downtimes due to OnMed maintenance and servicing. OnMed's reduced holiday hours of operation will be provided to Client by December 1st of each year for the upcoming year of the Term.
3. **Networking and Electricity.** At each Client Site, Client will (i) provide access to a dedicated 30 AMP – 120-volt service and provide and install IT networking, including but not limited to a standalone hardwired ethernet connection with a minimum of 50 Mbps up/down; (ii) furnish and install data wiring and outlets for the connection of each OnMed CareStation to any Client Site network; (iii) ensure that a three-pronged twist lock power outlet and two (2) ethernet connections will be located between six (6) feet to eight (8) feet off the ground and at the center of each OnMed CareStation at the Client Sites; (iv) provide three (3) publicly addressable static IP addresses dedicated solely to each OnMed CareStation; and (v) if an OnMed CareStation is routed through the Client's network, provide to OnMed the hostname and IP address. Each Client Site network must not be a Private IP or use NAT to route through each Client Site's network. Electricity, installation, and other resources referenced herein are at the Client's expense.
4. **Excluded Professional Services.** If, during an OnMed Visit (as defined in Exhibit B), the Professional determines that the Customer requires care that is not available through an OnMed CareStation, the OnMed Professional will recommend other medically appropriate care.
5. **Records.** OnMed will maintain records of all Professional Services rendered during an OnMed Visit using OnMed's medical record system. Professional Services Provider shall own all Customer data received pursuant to Customer use of the OnMed CareStations.
6. **OnMed Fees.** During the Term, OnMed's compensation for its obligations under this Agreement shall consist of the Fees set forth on this Exhibit A. OnMed reserves the right to suspend deployment, implementation and operation of the OnMed CareStations for Client's failure to pay the agreed upon Fees.
7. **Maintenance and Repairs.** OnMed shall provide standard and preventive maintenance service of the OnMed CareStations. OnMed shall provide Client with advance notice of any standard and preventative maintenance to be performed on the OnMed CareStations. Client shall immediately advise OnMed of any maintenance or service issues with the OnMed CareStations and the OnMed CareStations shall not be operated until such maintenance and/or service issues are addressed and remedied.
8. **Customer.** For purposes of this Agreement, "Customer(s)" shall mean Client employees, officers, representatives, agents and any other persons who desire to use the OnMed CareStations to receive Professional Services.

FEEES

1. **OnMed CareStation Fees.**
 - (a) **License Fees.** For the duration of the Term, OnMed will charge Client a monthly License Fee of \$33,000.00 for a single OnMed CareStation (collectively, the "License Fee"). Client agrees to pay the monthly License Fee as follows:
 - a. **Year 1:**
 - i. On the Launch Date, the Client agrees to pay OnMed fifty percent (50%) of the first year's total monthly License Fee for each OnMed CareStation for an aggregate payment of \$198,000.00; and
 - ii. Client agrees to pay OnMed the remaining fifty percent (50%) of the first year's License Fee (\$198,000.00) for the OnMed CareStation in equal monthly payments of \$16,500.00 for the next twelve (12) months.
 - b. **Years 2 and 3:** Beginning on the first anniversary of the Launch Date of each OnMed CareStation, Client agrees to pay OnMed the monthly License Fee (\$33,000.00) for the next twenty-four (24) months.
 - c. Client shall pay all OnMed invoices within thirty (30) but no more than forty-five (45) days of the invoice date.
 2. **Professional Services.** Client acknowledges that Professional Service Provider has appointed OnMed as its agent to administer services and collect payment and related costs from Client on behalf of Professional Service Provider.

CLIENT SITE

Client Site(s): Not less than ninety (90) days prior to each OnMed CareStation's Launch Date, (i) Client and OnMed will mutually agree in writing on the specific location and placement for each OnMed CareStation and (ii) Client will confirm in writing that all Client obligations under Sections 3.4, 3.5 and 3.6 and Exhibit A have been met.

Client Site Footprint: Client will provide a space at each Client Site equal to 10H x 7D x 13W which must be approved in writing by OnMed not less than sixty (60) days prior to the installation of each OnMed CareStation.

Launch Date(s): The Launch Date is the date on which each OnMed CareStation is fully operational at the applicable Client Site which is scheduled to be on October 21, 2024.

EXHIBIT B

PROFESSIONAL SERVICES

A. OnMed Professional Services, P.A. ("Professional Service Provider") agrees to provide to Client during the Operating Hours, through licensed Professionals, non-emergent, telehealth services ("Professional Services") for Customers using the OnMed CareStations (each an "OnMed Visit"). Professional Services shall be provided via telehealth technology by Professionals working under the supervision of a board-certified physician who is licensed to practice medicine in the state(s) where each Client Site is located. Each OnMed Visit will involve a Professional evaluation of non-emergent acute injuries or illnesses, as appropriate for each Customer. The use of the OnMed CareStation by a Customer in connection with the delivery of telehealth services shall constitute a single OnMed Visit for purposes of this Agreement without regard to whether a bill or claim is submitted or payment is received for services rendered in connection with such OnMed Visit.

B. The scope of Professional Services shall be limited to functions and procedures in which the Professional is qualified and experienced to perform under standard protocols.

C. Professional Service Provider shall retain properly trained and experienced Professionals necessary to provide the Professional Services for the Operating Hours of each OnMed CareStation at each Client Site.

D. Professional Service Provider shall at all times during the term hereof ensure the following with respect to the Professional Services:

1. Professional Services shall be provided by physicians, nurse practitioners, physician assistants, registered nurses, pharmacists, certified nursing assistants and other licensed professionals (each a "Professional") employed or under contract with Professional Service Provider.

2. All Professionals shall at all times (i) be licensed to practice their respective profession in the state where each Client Site is located, (ii) have such training and certification(s) as are required under the Federal Requirements, and (iii) have entered into employment or independent contractor agreements with Professional Service Provider.

3. Professionals shall: (i) render the Professional Services in accordance with the prevailing standard of care in the community, including the standard of care applicable to telehealth services; (ii) comply with all applicable state, federal and local laws and regulations; and (iii) comply with any applicable standards, guidelines, and recommendations of any applicable regulatory, licensing or accrediting agencies and bodies having jurisdiction over the activities of Professional Service Provider, including the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended from time to time (collectively, "HIPAA").

E. Professional Service Provider shall arrange for and provide supervision over the Professionals as required by law.

F. Unless otherwise provided under applicable laws or regulations, at all times during and after the Term, as between the Professional Service Provider and Client, all patient medical records shall be and remain the sole property of Professional Service Provider. All such patient medical records shall be prepared and maintained in accordance with all applicable laws and government regulations. Without limiting the generality of the foregoing, all patient medical records not required to be stored elsewhere pursuant to applicable law shall be kept at a location or locations that are agreed upon by Professional Service Provider and Client (which agreement shall not be unreasonably withheld). Upon termination or expiration of this Agreement, all such patient medical records shall be and remain in the possession of Professional Service Provider, as opposed to being retained by Client. Unless prohibited by applicable law, Client shall be permitted to retain true and complete copies of such records, at its expense, for legal and risk management purposes.

ONMED PROFESSIONAL SERVICES, P.A.

By: _____

Title: _____

Date: _____

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into this 25th day of September 2024 ("Effective Date") by and between The City of Jackson, MS (the "Business Associate") and OnMed LLC (the "Covered Entity") (individually, a "Party" and collectively, the "Parties").

WHEREAS, the Parties have entered into or intend to enter a Services and License Agreement (the "Services Agreement") whereby Business Associate will provide certain services to Covered Entity, and in providing those services, may have access to Protected Health Information (as defined below) ("PHI"); and

WHEREAS, Under the "Standards for Privacy of Individually Identifiable Health Information," 45 C.F.R. Parts 160 and 164 (as amended, modified or superseded from time to time, the "Privacy Rule"), the "Health Insurance Reform: Security Standards," 45 C.F.R. Parts 160, 162 and 164 (the "Security Rule"), and the Health Information Technology for Economic and Clinical Health Act (as amended, modified or superseded from time to time, "HITECH Act"), enacted as part of the American Recovery and Reinvestment Act of 2009 (as amended, modified or superseded from time to time, "ARRA"), which implement the privacy and security requirements of the Health Insurance Portability and Accounting Act of 1996 (as amended, modified or superseded from time to time, "HIPAA"), Covered Entity is obligated to ensure that Business Associate uses and discloses PHI and ePHI in a manner consistent with the requirements of the Privacy Rule, the Security Rule, the HITECH Act, ARRA and HIPAA (collectively, "Privacy and Security Rules"); and

WHEREAS, Business Associate understands and acknowledges that PHI must be safeguarded as set forth in this Agreement.

NOW THEREFORE, the Parties agree as follows:

Section 1: Definitions

"Breach" shall have the same meaning as the term "breach" in 45 C.F.R. §164.402.

"Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. §164.501.

"ePHI" shall have the same meaning as the term "electronic health protected information" in 45 C.F.R. §160.103.

"Electronic Health Record" shall mean an electronic record of health-related information on an individual that is created, gathered, managed and consulted by authorized health care clinicians and staff, or shall have such other meaning as the term "electronic health record" in the HITECH Act or any applicable guidance thereunder.

“Individual” shall have the same meaning as the term “individual” in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

“Protected Health Information” shall have the same meaning as the term “protected health information” in 45 C.F.R. §164.501, limited to the information received by Business Associate from Covered Entity, or created or received by Business Associate on behalf of Covered Entity.

“Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. §164.103.

“Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.

“Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. §164.304.

“Unsecured PHI” shall have the same meaning as “unsecured protected health information” in 45 C.F.R. §164.402.

Section 2: Obligations and Activities of Business Associate

a. Confidentiality of PHI. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement, the Services Agreement or as Required By Law.

b. General Permitted Uses and Disclosures. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to meet its obligations or perform its services for or on behalf of Covered Entity under the terms of the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

c. Specific Uses and Disclosures. Except as otherwise limited in this Agreement, Business Associate may:

(i) use PHI for the proper management and administration of Business Associate or the carrying out of its legal responsibilities;

(ii) disclose PHI for the proper management and administration of Business Associate, provided that such disclosure is Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and that the person will notify the Business Associate of any breaches of the confidentiality of the information;

(iii) use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504(e)(2)(i)(B); and

(iv) use PHI to de-identify the information in accordance with 45 C.F.R. §164.514(b).

d. Minimum Necessary Standard. Business Associate shall not request, use or disclose more than the minimum necessary amount of PHI necessary to accomplish the purpose of the request, use or disclosure. Business Associate and Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act and applicable guidance thereunder.

e. Appropriate Safeguards. Business Associate shall use appropriate safeguards to maintain the privacy and security of PHI and to prevent the use or disclosure of the PHI other than as provided for by this Agreement.

f. Agents of Business Associate. Business Associate shall ensure that any agent or subcontractor to whom it provides PHI agrees to comply with the Privacy Rule.

g. Reporting Improper Use or Disclosure and Mitigation. Business Associate agrees to promptly report to Covered Entity any use or disclosure of PHI by Business Associate, or by any agent or subcontractor to whom it provides PHI, for purposes other than those permitted by this Agreement, of which it becomes aware. In addition, Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or by any agent or subcontractor in violation of the requirements of this Agreement.

h. Access to Information. Business Associate shall be responsible for responding to any Individual requests for access to PHI contained in a Designated Record Set maintained by Business Associate or its agents or subcontractors, in accordance with 45 C.F.R. §164.524. If the PHI is held in an Electronic Health Record, then the Individual shall have a right to obtain from Business Associate a copy of such information in an electronic format and, if the Individual chooses, to direct Business Associate to transmit such copy directly to an entity or person designated by the Individual, provided that any such choice is clear, conspicuous and specific. Covered Entity shall promptly forward to Business Associate any such requests for access received by Covered Entity. Business Associate shall not be responsible for responding to any Individual requests for access to PHI contained in a Designated Record Set that is not maintained by Business Associate or its agents or subcontractors.

i. Amendment of Protected Health Information. Business Associate shall be responsible for making (or otherwise responding to any Individual requests for) amendment to PHI contained in a Designated Record Set maintained by Business Associate or its agents or subcontractors, in accordance with 45 C.F.R. §164.526. Covered Entity shall promptly forward to Business Associate any such requests for amendment received by Covered Entity. Business Associate shall not be responsible for making or otherwise responding to any Individual requests for amendment to PHI contained in a Designated Record Set that is not maintained by Business Associate or its agents or subcontractors.

j. Accounting of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required to respond to a request by

an Individual for an accounting of disclosures in accordance with 45 C.F.R. §164.528 and, with respect to Electronic Health Records, also in accordance with 42 U.S.C. 17935(c). In the event of such a request by an Individual for an accounting of disclosures of PHI, Business Associate shall provide to Covered Entity or to the Individual, in the time and manner designated by the Privacy Rule, such documented information relating to disclosures of PHI, in accordance with 45 C.F.R. §164.528 and, with respect to Electronic Health Records, also in accordance with 42 U.S.C. 17935(c).

k. Requests for Restrictions and Confidential Communications. Business Associate shall be responsible for responding to any Individual requests for (i) restricting the use or disclosure of, or (ii) receiving confidential communications of, PHI contained in a Designated Record Set maintained by Business Associate or its agents or subcontractors, in each case in accordance with 45 C.F.R. §164.522. Covered Entity shall promptly forward to Business Associate any such Individual requests received by Covered Entity. Business Associate must comply with any Individual's restriction request if (i) except as otherwise required by law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment), and (ii) the PHI pertains solely to a health care item or services for which the health care provider involved has been paid out-of-pocket in full. Business Associate shall not be responsible for responding to any Individual requests for restricting the use or disclosure of, or receiving confidential communications of, PHI contained in a Designated Record Set that is not maintained by Business Associate or its agents or subcontractors.

l. Availability of Records. Business Associate shall make its internal practices, books, and records relating to the use or disclosure of PHI available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

m. Security Rule Provisions. Business Associate will comply with the following provisions:

(i) Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(ii) Business Associate shall ensure that any agent, including a subcontractor, to whom Business Associate provides ePHI agrees to implement reasonable and appropriate safeguards to protect ePHI.

(iii) As soon as practical after discovery, Business Associate shall report to the Covered Entity any unauthorized use or disclosure pursuant to the Privacy and Security Rules, including any Breach of Unsecured PHI or an actual or attempted Security Incident of which Business Associate becomes aware, within ten (10) business days of Business Associates discovery. Such notice to the Covered Entity shall include:

- (a) a brief description of what happened, including the date of the Breach or Security Incident, the date of the discovery of the Breach or Security Incident, and the total number of individuals and potentially impacted;
- (b) a description of the types of Unsecured PHI that were involved in the Breach or Security Incident, including the impacted individual's names, addresses, dates of birth, diagnoses or other clinical information; and
- (c) a brief description of what the Business Associate is doing to investigate the Breach or Security Incident, to mitigate harm to individuals, and to protect against any further Breaches or Security Incidents, including providing a contact name for a representative from the Business Associate most familiar with the Breach or Security Incident.

The Business Associate shall take all reasonable steps to mitigate any harmful effects of such unauthorized use or disclosure, Breach of Unsecured PHI, or Security Incident.

n. **Sale of PHI.** Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual unless the Covered Entity or Business Associate obtained from the Individual, in accordance with 45 C.F.R. §164.508, a valid authorization that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving PHI of that Individual, except as otherwise allowed under the HITECH Act.

p. **Reporting.** Business Associate will report to Covered Entity any use or disclosure of Covered Entity's PHI not permitted by this Agreement or any applicable federal or state law that regulates the privacy or security of information ("Prohibited Disclosures"), as well as any Breach of Covered Entity's Unsecured PHI. Business Associate will treat the Prohibited Disclosure or Breach as being discovered in accordance with 45 C.F.R. §164.410. Business Associate will make the report to Covered Entity not more than 60 calendar days after Business Associate discovers such Prohibited Disclosure or Breach. If a delay is requested by a law-enforcement official in accordance with 45 C.F.R. §164.412, Business Associate may delay notifying Covered Entity for the applicable time period. Business Associate's report shall:

(i) Identify the nature of the Prohibited Disclosure or Breach, which will include a brief description of what happened, including the date of any Prohibited Disclosure or Breach and the date of the discovery of any Prohibited Disclosure or Breach;

(ii) Identify Covered Entity's PHI that was subject to the Prohibited Disclosure or Breach on an individual basis;

(iii) Identify who made Prohibited Disclosure and who received the Prohibited Disclosure;

(iv) Identify what corrective or investigational actions Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects and to protect against any further Prohibited Disclosures or Breaches;

(v) Identify what steps the individuals who were subject to a Prohibited Disclosure or Breach should take to protect themselves; and

(vi) Provide such other information, including a written report, as Covered Entity may reasonably request.

q. Cooperation. Business Associate agrees to cooperate with Covered Entity in investigating any Prohibited Disclosures or Breaches and implementing any mitigating measures with respect to such Prohibited Disclosures or Breaches which Covered Entity reasonably deems appropriate. Business Associate shall be responsible for any reasonable expenses Covered Entity incurs with respect to any such mitigating measures.

r. Penalties for Noncompliance. Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the Privacy Rule and Security Rule, as amended by the HITECH Act.

s. Compliance with Law. Business Associate agrees to comply with all applicable federal or state laws that regulate the privacy and security of PHI.

t. Other Obligations. Covered Entity and Business Associate recognize and agree that in some instances Business Associate may have compliance obligations as a health care provider under the Privacy Rule and nothing herein shall prohibit, restrict, or otherwise limit compliance with any such obligations by Business Associate under the Privacy Rule.

Section 3: Obligations of Covered Entity

a. Notice of Privacy Practices. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. §164.520, as well as any changes to such notice.

b. Revocation of Authorization by Individual. Covered Entity shall inform Business Associate of any changes in, or revocation of, any authorization by an Individual received by Covered Entity to use or disclose PHI to the extent such changes or revocation affect Business Associate's permitted or required uses or disclosures.

c. Permissible Requests. Covered Entity shall not direct Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except as otherwise provided under this Agreement.

Section 4: Term and Termination

a. Term. The Term of this Agreement shall be effective from the Effective Date, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

b. Termination for Cause. Business Associate authorizes termination of this Agreement in the event of a material breach or violation of Business Associate's obligations under this Agreement or the Privacy and Security Rules, and where Business Associate has not cured such breach or violation within thirty (30) days receipt of notice from the Covered Entity.

c. Effect of Termination. Except as provided below, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI in its possession or the possession of any agents and subcontractors that was received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. If Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of such infeasibility, and shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

Section 5: Miscellaneous

a. Regulatory References. A reference in this Agreement to the Privacy Rule, Security Rule or HITECH Act, or any section therein, means such rule, act or section as may be amended from time to time and for which compliance is required.

b. Amendment. This Agreement may be amended from time to time by written agreement of the Parties and, to the extent permissible by applicable law, shall be deemed to be amended to comply with the requirements of the Privacy Rule, Security Rule, HITECH Act and other applicable laws. Notwithstanding the foregoing, Covered Entity may amend this Agreement without the consent of Business Associate to the extent reasonably necessary to comply with the requirements of the Privacy Rule, Security Rule, HITECH Act and other applicable laws. Covered Entity will promptly provide Business Associate with written notice of any such amendment made by Covered Entity.

c. Survival. The respective rights and obligations of Business Associate under Section 4(c) of this Agreement shall survive the termination of this Agreement.

d. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule, Security Rule, the HITECH Act and other applicable laws.

e. Successors and Assigns. This Agreement and each Party's obligations hereunder will be binding on the representatives, successors and permitted assigns of such Party and will inure to the benefit of the successors and permitted assigns of such Party; provided, however, that the rights and obligations of the Parties hereunder shall be assignable only to the extent such assignment is permitted under the Services Agreement.

f. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person, other than the Parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities whatsoever.

g. Waiver. No modification, waiver or discharge of any liability or obligation under this Agreement on one or more occasions shall be deemed a waiver of performance of any obligations or shall prohibit enforcement of any obligation.

h. Indemnification. Business Associate shall indemnify and hold harmless Covered Entity from and against any and all damages, costs, fines and penalties arising from Business Associate's breach of this Agreement, the Privacy and Security Rules, and/or related to any Breach proximately caused by Business Associate, including its employees, officers, directors, agents, and/or subcontractors, including, but not limited to, the costs of notifying individuals affected by a Breach of Unsecured PHI.

i. Notice. Any notice, demand, or communication required, permitted, or desired to be given hereunder, shall be deemed effectively given when delivered by electronic mail to the addresses listed below and followed with personal delivery or mail by prepaid, certified mail, return receipt requested, addressed as follows:

Business Associate: The City of Jackson, MS
219 S. President Street
Jackson, MS 39201
Attn:
Email:

Covered Entity: OnMed LLC
14105 McCormick Drive
Tampa, Florida 33626
Attn: Privacy Officer
Email: Privacy@onmed.com

or to such other address and to the attention of such other persons as either Party may designate by advance written notice.

j. Entire Agreement. This Agreement shall constitute the entire agreement of the Parties with respect to the subject matter hereof and supersedes any prior agreement or understanding, whether written or oral, including the Services Agreement, to the extent such agreement or understanding conflicts or is inconsistent with this Agreement.

k. State Law. Except to the extent governed by HIPAA or other applicable federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi (without regard to its choice of law principles).

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

OnMed LLC

By: _____

The City of Jackson, MS

By: _____

ORDER AUTHORIZING THE MAYOR TO EXECUTE RENEWAL AGREEMENT AND OTHER NECESSARY DOCUMENTS WITH UNITED HEALTHCARE SERVICES INC. TO SERVE AS THE TPA (THIRD PARTY ADMINISTRATOR) FOR THE CITY OF JACKSON'S EMPLOYEES/RETIREES MEDICAL BENEFITS PLAN FROM JANUARY 1, 2025 TO DECEMBER 31, 2027

[Handwritten Signature]
OFFICE OF THE CLERK OF THE CITY OF JACKSON

WHEREAS, Section 25-15-101 of the Mississippi Code provides that the governing board of a municipality may negotiate and secure for all or specified groups of employees and their dependents a policy or policies of group insurance covering health and group contract or contracts covering hospital and/or medical services or benefits of its employees and their dependents as may desire such insurance and other coverage; and

WHEREAS, Section 25-15-101 of the Mississippi Code authorizes the governing board of a municipality to become a *self-insurer* with respect to all or any portion of group health and hospitalization benefits on terms and conditions deemed advisable, in its discretion; and

WHEREAS, Section 25-15-101 of the Mississippi Code requires that a self-insurance program be contracted to a third party approved by the Commissioner of Insurance; and

WHEREAS, pursuant to Section 25-15-101 of the Mississippi Code, the City of Jackson elected to become a self-insurer with respect to a portion of group health and hospitalization benefits with excess risk coverage being covered by a policy; and

WHEREAS, on August 4, 2015 the City of Jackson opened bids from five (5) companies to serve as TPA for the Medical Benefits Plan; and

WHEREAS, United Healthcare continues to serve as TPA with Council approval through December 31, 2024, for the City's Medical Benefits Plan; and

WHEREAS, Fisher Brown & Bottrell serves as the Agent of Record for the City of Jackson's self-funded health plan; and

WHEREAS, Fisher Brown & Bottrell will receive a fee of \$2.00 per participant fee which is included in the administrative fees that the City of Jackson will pay to United Healthcare; and

WHEREAS, United Healthcare has not previously charged the City of Jackson a fee for COBRA administration services but will begin charging a fee of .55 per employee per month; and

WHEREAS, the City of Jackson's contract with United Healthcare allows it to retain 100 percent of the pharmacy rebates provided by Optum; and

WHEREAS, the fees which will be charged by United Healthcare for the Plan Years 2025, 2026, and 2027 will be \$13.28 per employee per month and includes the .55 COBRA administration services; and

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized an agreement with United Healthcare to serve as the City of Jackson's third party administrator for the Plan Years 2025, 2026, and 2027.

IT IS THEREFORE ORDERED that the fee paid to United Healthcare for providing the services shall be \$13.28 per employee per month.

APPROVED FOR AGENDA:

Director of Human Resources
EBO Officer
Finance
Budgeted: Yes _____ No _____
Account Number _____
Legal
CAO
Mayor's Office

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

057-558.20-6495

Item: _____
Agenda Date: _____
By: Martin, Lumumba

Martin Lumumba

AC 10/10/17

MEMORANDUM

TO: Chokwe Antar Lumumba, Mayor

FROM: Toya Martin, Director 
Department of Human Resources

DATE: September 27, 2024

RE: ORDER AUTHORIZING THE MAYOR TO EXECUTE RENEWAL AGREEMENT AND OTHER NECESSARY DOCUMENTS WITH UNITED HEALTHCARE SERVICES, INC. TO SERVE AS THE TPA (THIRD PARTY ADMINISTRATOR) FOR THE CITY OF JACKSON'S EMPLOYEES/RETIRES MEDICAL BENEFITS PLAN FROM JANUARY 1, 2025 TO DECEMBER 31, 2027.

Attached is a council order authorizing the Mayor to execute renewal agreement and other necessary documents with United Healthcare to provide for administration of the City of Jackson's Employees' Medical Benefits Plan from January 1, 2025 to December 31, 2027.

United Healthcare advised the City of Jackson that it would charge a fee of \$13.28 per employee per month to provide the administrative services. It is recommended that the City of Jackson enter into an agreement for the Plan Years 2025, 2026, and 2027 which will lock in the administrative service fee for those years.

TM/ddw

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 8, 2024

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE RENEWAL AGREEMENT AND OTHER NECESSARY DOCUMENTS WITH UNITED HEALTHCARE SERVICES INC. TO SERVE AS THE TPA (THIRD PARTY ADMINISTRATOR) FOR THE CITY OF JACKSON'S EMPLOYEES/RETIREES MEDICAL BENEFITS PLAN FROM JANUARY 1, 2025 TO DECEMBER 31, 2027																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Change in City Government																																													
3.	Who will be affected	City of Jackson employees																																													
4.	Benefits	To service the City of Jackson employees																																													
5.	Schedule (beginning date)	Upon approval by the council																																													
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Citywide																																													
<input type="checkbox"/> <input type="checkbox"/> 7.	Action implemented by: § City Department § Consultant	Department of Human Resources																																													
8.	COST																																														
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	Source of Funding § General Fund § Grant § Bond § Other	General Fund																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							

Office of the City Attorney
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799

OFFICE OF THE CITY ATTORNEY
Carrie Johnson

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE RENEWAL AGREEMENT AND OTHER NECESSARY DOCUMENTS WITH UNITED HEALTHCARE SERVICES INC. TO SERVE AS THE TPA (THIRD PARTY ADMINISTRATOR) FOR THE CITY OF JACKSON'S EMPLOYEES/RETIREES MEDICAL BENEFITS PLAN FROM JANUARY 1, 2025 TO DECEMBER 31, 2027 has been reviewed by me and is legally sufficient for placement in NOVUS Agenda.

Drew Martin

Drew Martin, City Attorney

10/1/24

Date

Carrie Johnson

Carrie Johnson, Senior Deputy City Attorney

Sondra Moncure 9/30/24

Sondra Moncure, Special Assistant City Attorney



CITY OF JACKSON - MS 2025 Administrative Services Fees

ASO MEDICAL FEES

Fees assume an Average Contract Size of 1.74

ASO Fees (PEPM)	Current	Year 1	Year 2	Year 3
Plan Year	01/01/2024 through 12/31/2024	1/1/2025 through 12/31/2025	1/1/2026 through 12/31/2026	1/1/2027 through 12/31/2027
Choice + Platinum	\$36.88	\$37.99	\$37.99	\$37.99
Choice + Gold	\$36.88	\$37.99	\$37.99	\$37.99
Choice + Silver	\$36.88	\$37.99	\$37.99	\$37.99
Choice + Bronze	\$36.88	\$37.99	\$37.99	\$37.99
Commission	\$2.00	\$2.00	\$2.00	\$2.00
Rx Rebate Credit	-\$24.50	-\$27.26	-\$27.26	-\$27.26
TOTAL	\$14.38	\$12.73	\$12.73	\$12.73
COBRA		\$0.55	\$0.55	\$0.55
GRAND TOTAL	\$14.38	\$13.28	\$13.28	\$13.28
Wellness Credit				
	\$60,000	\$60,000	\$60,000	\$60,000

29

ORDER AUTHORIZING THE MAYOR AND MUNICIPAL OFFICIALS TO EXECUTE THE 2024 MUNICIPAL COMPLIANCE QUESTIONNAIRE REQUIRED BY THE OFFICE OF THE STATE AUDITOR FOR THE STATE OF MISSISSIPPI.

WHEREAS, as part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal questionnaire was developed for this purpose; and

WHEREAS, a questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting; and

WHEREAS, the governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost; and

WHEREAS, an auditor should also review the municipal compliance questionnaire to determine if the municipal officials' responses agree with the audit results; and

WHEREAS, the Department of Administration recommends that the Mayor and Municipal Officials be authorized to execute the Municipal Compliance Questionnaire for the 2024 Municipal Audit; and

WHEREAS, a copy of the City's Municipal Questionnaire is attached and made a part of the minutes.

IT IS, THEREFORE, ORDERED that the Municipal Compliance Questionnaire for the 2024 City Audit is approved by the Jackson City Council and that the Mayor and municipal officials are authorized to execute said questionnaire and the City Clerk shall enter minute book references when the questionnaire is accepted by the City Council.

Agenda Item No: 29
10.8.2024
(Malembeka, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET


September 18, 2024
DATE

POINTS		COMMENTS					
1.	Brief Description/Purpose	Approval Municipal Questionnaire					
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Changes in City Government					
3.	Who will be affected	All citizens of Jackson					
4.	Benefits	Comply with State Auditor's Request					
5.	Schedule (beginning date)	Upon approval by City Council					
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	City Wide					
7.	Action Implemented by: City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	Department of Administration					
8.	COST	N/A					
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	N/A					
10.	EBO participation	ABE	_____ %	WAIVER	yes _____	no _____	N/A _____
		AABE	_____ %	WAIVER	yes _____	no _____	N/A _____
		WBE	_____ %	WAIVER	yes _____	no _____	N/A _____
		HBE	_____ %	WAIVER	yes _____	no _____	N/A _____
		NABE	_____ %	WAIVER	yes _____	no _____	N/A _____



MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Sharon Thames 
Deputy Chief Financial Officer

DATE: September 18, 2024

RE: MUNICIPAL COMPLIANCE QUESTIONNAIRE - FY 2024

As part of the City's fiscal year end audit, the City must make certain assertions with regard to legal compliance. The Municipal Compliance Questionnaire was developed for that purpose.

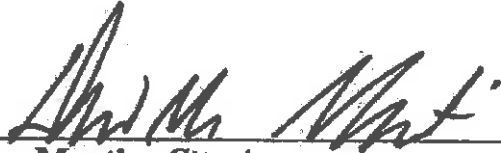
The City must complete the Municipal Compliance Questionnaire at the end of each fiscal year. The Questionnaire must be entered into the official minutes of the governing authorities.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2179
Jackson, Mississippi 39201-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR AND MUNICIPAL OFFICIALS TO EXECUTE THE 2024 MUNICIPAL COMPLIANCE QUESTIONNAIRE REQUIRED BY THE OFFICE OF THE STATE AUDITOR FOR THE STATE OF MISSISSIPPI is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Sondra Moncure, Special Assistant J. UN.

9/23/24

Date

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:

City of Jackson, MS P.O. Box 17, Jackson, MS 39205

2. List the date and population of the latest official U.S. Census or most recent official census:

Based on 2010 Census, 153,701

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).
SEE ATTACHED

4. Period of time covered by this questionnaire:

From: 10-1-2024

To: 9-30-2025

5. Expiration date of current elected officials' term: JUNE 30, 2025

**APPROVAL OF
MUNICIPAL COMPLIANCE QUESTIONNAIRE
SEPTEMBER 30, 2024**



Sharon Thames, Deputy Chief Financial Officer



Toya Martin, Human Resource Director



Louis Wright, Interim Public Works Director



MacDarrell Poullard, Risk Manager



Angela Harris, Municipal Clerk

MUNICIPAL COMPLIANCE QUESTIONNAIRE

Year Ended September 30, 2024

Answer All Questions: Y - YES, N - NO, N/A - NON-APPLICABLE

Part I - General

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) Yes

2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) Yes

3. Are municipal records open to the public? Yes

4. Are meetings of the board open to the public? (Section 25-41-5) Yes

5. Are notices of special or recess meetings posted? (Section 25-41-13) Yes

6. Are all required personnel covered by appropriate surety bonds?
 - * Board or council members (Section 21-17-5) Yes
 - * Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter)
 - *Municipal clerk (Section 21-15-38) Yes
 - *Deputy Clerk (Section 21-15-23) Yes
 - *Chief of police (Section 21-21-1) Yes
 - *Deputy police (Section 45-5-9) (if hired under this law) Yes

7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) Yes

8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) Yes

9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) Yes

10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) Yes

11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) Yes

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Sections 21-35-31 or 21-17-19) Yes

PART II - Cash and Related Records

1. Where required, is a claims docket maintained? (Section 21-39-7) Yes

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Yes

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) Yes

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Yes

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) Yes

6. Has the municipality adopted and entered on it minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-15, 21-35-7, and 21-35-9) Yes

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Yes

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, 27-39-205) Yes

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) Yes

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) Yes

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Yes

12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Yes
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Yes
14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) Yes
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Yes
16. Are donations restricted to those specifically authorized by law? (Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.) Yes
17. Are fixed assets properly tagged and accounted for? Section II - Municipal Audit and Accounting Guide) Yes
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Yes
19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) Yes

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Yes
2. Are all lowest and best bids decisions properly documented? [Section 31-7-13(d)] Yes
3. Are all one-source item and emergency purchases documents on the board's minutes? [Section 31-7-13(m) and (k)] Yes
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Yes

PART IV - Bonds and Other Debt

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) Yes
2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) Yes

- 3. Have the required trust funds been established for utility revenue bonds? (Sections 21-27-65) Yes
- 4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) Yes
- 5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) Yes

PART V - Taxes and Other receipts

- 1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) Yes
- 2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) Yes
- 3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) Yes
- 4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) Yes
- 5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) Yes
- 6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) Yes
- 7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) Yes
- 8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) Yes
- 9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Section 83-1-37 and 83-1-39) Yes
- 10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) Yes
- 11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) Yes

12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) Yes
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) Yes
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) Yes
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) Yes

Certification to Municipal Compliance
Questionnaire Year Ended September 30, 2024

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of _____, and, to the best of our knowledge and belief, all responses are accurate.

Angela Harris, City Clerk

Chokwe A. Lumumba, Mayor

Date

Date

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)

**CITY OF JACKSON
MMIL MEMBERSHIP INFORMATION**

MAYOR	CHOKWE A. LUMUMBA	601-960-1084	calumumba@city.jackson.ms.us
CITY COUNCIL, WARD 1	ASHBY FOOTE	601-960-2051	afoote@city.jackson.ms.us
CITY COUNCIL, WARD 2	KENNETH STOKES	601-960-1091	
CITY COUNCIL, WARD 3	BRIAN GRIZZELL	601-960-1090	kstokes@city.jackson.ms.us
CITY COUNCIL, WARD 4	VERNON HARTLEY	601-960-2052	bgrizzell@jacksonms.gov
CITY COUNCIL, WARD 5	AARON BANKS	601-960-1092	vhartley@city.jackson.ms.us
CITY COUNCIL, WARD 6,	IRIGI LINDSAY	601-960-1089	abanks@city.jackson.ms.us
CITY COUNCIL, WARD 7, PRESIDENT	SAFIYA OMARI	601-960-1063	vlindsay@city.jackson.ms.us
CHIEF OF STAFF	LOUIS WRIGHT	601-960-1084	somari@city.jackson.ms.us
CHIEF ADMINISTRATIVE OFFICER	JOSEPH WADE	601-960-2312	louisw@city.jackson.ms.us
CHIEF, JACKSON POLICE DEPARTMENT	WILLIE OWENS	601-960-1217	jwade@city.jackson.ms.us
CHIEF, JACKSON FIRE DEPARTMENT	DREW MARTIN	601-960-1392	wowens@city.jackson.ms.us
CITY ATTORNEY	CHANDRA GAYTEN	601-960-1799	dmartin@city.jackson.ms.us
CITY PROSECUTOR	ANGELA HARRIS	601-960-1197	cgrayten@city.jackson.ms.us
MUNICIPAL CLERK	SHANEKA JORDAN	601-960-1137	aharris@city.jackson.ms.us
CLERK OF THE COUNCIL	CHIQUITA WILLIAMS	601-960-2322	shanekiaj@jacksonms.gov
COURT ADMINISTRATOR	SHARON THAMES	601-960-2062	chiquitaw@jacksonms.gov
DIRECTOR, ADMINISTRATION	MELISSA F PAYNE	601-960-2312	sthames@city.jackson.ms.us
DIRECTOR, COMMUNICATIONS	PAMELA SCOTT	601-960-2378	mpayne@city.jackson.ms.us
DIRECTOR, HUMAN & CULTURAL SERVICES	MICHAEL WILLIAMS	601-960-0764	pscott@city.jackson.ms.us
DEPUTY DIRECTOR, HUMAN & CULTURAL SVC	TOYA MARTIN	601-960-1537	mwilliams@city.jackson.ms.us
DIRECTOR, HUMAN RESOURCES	ABRAM MUHAMMAD	601-960-1327	twiscott@city.jackson.ms.us
DIRECTOR, PARKS & RECREATION	JHAI KEETON	601-960-0716	amuhammad@city.jackson.ms.us
DIRECTOR, PLANNING AND DEVELOPMENT	LOUIS WRIGHT	601-960-1993	jkeeton@city.jackson.ms.us
ACTING DIRECTOR, PUBLIC WORKS	MURIEL REID	601-960-2312	louisw@city.jackson.ms.us
DEPUTY DIRECTOR, PUBLIC WORKS	TIFFANY MURRAY	601-960-2367	
DEPUTY DIRECTOR, INFORMATION TECHNOLOGY	KEVIN BASS	601-960-1395	mreid@jackson.ms.us
EXECUTIVE ASSISTANT TO THE MAYOR	HENRY C. CLAY, III	601-960-6433	tmurray@jacksonms.gov
JUDGE, MUNICIPAL COURT	JEFFERY REYNOLDS	601-960-0947	bass@city.jackson.ms.us
JUDGE, MUNICIPAL COURT	TAUREAN BUCHANAN	601-960-0947	hclay@city.jackson.ms.us
JUDGE, MUNICIPAL COURT	JUNE HARDWICK	601-960-0947	jreynolds@city.jackson.ms.us
JUDGE, MUNICIPAL COURT	LILL EVANS BASS	601-960-0947	tbuchanan@city.jackson.ms.us
			jhardwick@city.jackson.ms.us
			lbass@city.jackson.ms.us

CITY JACKSON

MIML MEMBERSHIP INFORMATION

JUDGE, MUNICIPAL COURT	VIRGINIA L WATKINS	601-960-0947	vwatkins@city.jackson.ms.us
MANAGER, ACTION LINE / 311	ANDY BOONE	601-960-1111	aboone@city.jackson.ms.us
MANAGER, CONSTITUENT SERVICES	CHRIS GRAY	601-960-2324	cgray@city.jackson.ms.us
MANAGER, FINANCE	JILLIAN CALDWELL	601-960-2422	jcaldwell@city.jackson.ms.us
CITY ENGINEER		601-960-1651	
RISK MANAGEMENT	MACDARELL POUILLARD	601-960-1048	macpouillard@city.jackson.ms.us
ZONING ADMINISTRATOR	ESTER AINSWORTH	601-960-2365	eainsworth@city.jackson.ms.us

30

ORDER ACCEPTING THE PROPOSAL OF REUNION/PENNSYLVANIA MANUFACTURERS' ASSOCIATION INSURANCE COMPANY SUBMITTED BY FISHER BROWN BOTTRELL TO PROVIDE "SPECIFIC EXCESS RISK" INSURANCE COVERAGE FOR ACTIVE AND RETIRED CITY EMPLOYEES COVERED UNDER THE CITY OF JACKSON'S MEDICAL BENEFITS PLAN FOR THE PLAN YEAR COMMENCING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2025 AND AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE SAID COVERAGE.

OFFICE OF THE CLERK
9/25/24

WHEREAS, Section 25-15-101 of the Mississippi Code authorizes a municipality to negotiate and secure for all or specified groups of employees and their dependents a policy or policies of insurance covering the health as well as a group contract or contracts covering hospital, and or medical and or surgical services or benefits of employees and their dependents as may desire; and

WHEREAS, the City of Jackson has a self-funded health insurance program and provides coverage at no cost to municipal employees but not the dependents of municipal employees or retirees; and

WHEREAS, dependents of municipal employees and retirees do pay a premium for coverage; and

WHEREAS, the rising cost of healthcare services and pharmaceuticals pose significant risk to the City as a self-insurer; and

WHEREAS, the best interest of the City of Jackson would be served by limiting its exposure for healthcare cost; and

WHEREAS, procurement of excess risk coverage would minimize the City's exposure for payment of healthcare services and pharmaceuticals; and

WHEREAS, the Department of Human Resources received quotes from three (3) carriers interested in providing excess risk insurance for single and family coverage for active and retired employees participating in the City of Jackson's self-funded health insurance plan for the 2025 Plan Year; and

WHEREAS, Berkshire Hathaway was the City's excess risk carrier for the 2024 plan year; and

WHEREAS, Fisher Brown & Bottrell advised that Berkshire Hathaway did not provide a renewal option for the 2025 plan year; and

Agenda Item No: 30
10.8.2024
(T. Martin, Lumumba)

WHEREAS, Fisher Brown Bottrell, on behalf of Reunion/Pennsylvania Manufacturers' Association Insurance Company, submitted a proposal based on single enrollment of 867 and family enrollment of 470 as follows:

Quote 1: Contract Basis 12/15
Individual Specific Deductible \$ 350,000
Specific Maximum Per Contract Period Unlimited
Single Premium \$28.60
Family Premium \$71.50
Annual Premium \$700,814

WHEREAS, Fisher Brown Bottrell, on behalf of ISU/Companion submitted a proposal based on single enrollment of 867 and family enrollment of 470 as follows:

Quote 2: Contract Basis 12/15
Individual Specific Deductible \$350,000
Specific Maximum per Contract Period Unlimited
Single Premium \$27.88
Family Premium \$60.50
Annual Premium \$931,284

WHEREAS, Fisher Brown Bottrell, on behalf of United Healthcare submitted a proposal based on single enrollment of 867 and family enrollment of 470 as follows:

Quote 3: Contract Basis 12/15
Individual Specific Deductible \$ 350,000
Specific Maximum Per Contract Period Unlimited
Single Premium \$54.78 (composite ra
Family Premium no rate provided
Annual Premium \$1,111,799

WHEREAS, the proposals were received through a Request for Quotes; and

WHEREAS, Fisher Brown Bottrell Insurance, Inc, is an independent insurance agency located at 248 East Capital Street Jackson, Mississippi and is an authorized brokerage firm for Reunion/Pennsylvania Manufacturers' Association Insurance Company; and

WHEREAS, the Department of Human Resources recommends that the proposal submitted on behalf of *Reunion/Pennsylvania Manufacturers' Association Insurance Company* be accepted by the City of Jackson; and

WHEREAS, the best interest of the City of Jackson would be served by acceptance of the proposals submitted by *Fisher Brown Bottrell* on behalf of *Reunion/Pennsylvania Manufacturers' Association Insurance Company*.

SECRETARY OF THE CITY OF JACKSON
10/30/16
10/30/16

IT IS, THEREFORE, ORDERED that the proposals submitted by Fisher Brown Bottrell on behalf of *Reunion/Pennsylvania Manufacturers' Association Insurance Company* for "specific excess risk" insurance on the basis of single and family coverage for active and retired city employees participating in the City's self funded health insurance plan for the period January 1, 2025 - December 31, 2025 be accepted.

IT IS FURTHER ORDERED that amounts not exceeding \$28.60 for single coverage participants and \$71.50 for family coverage participants be paid. The total premiums paid for the excess risk coverage for the 2025 plan year shall not exceed \$700,814.

IT IS FINALLY ORDERED that the Mayor be authorized to execute the necessary documents to effectuate said insurance subject to the documents containing only the terms set forth and accepted in this order regarding premiums and the duration of the relationship between Fisher Brown Bottrell.

APPROVED FOR AGENDA:

Director of Personnel Management
EBO Officer
Finance
Budgeted: Yes _____ No _____
Account Number
Legal
CAO
Mayor's Office

057-558.70-6495

Item: _____
Agenda Date: _____
By: Martin, Lumumba

CELESTE RUFFALO, CLERK
9/30/24

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 8, 2024

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER ACCEPTING THE PROPOSAL OF PENNSYLVANIA MANUFACTURERS ASSOCIATION SUBMITTED BY FISHER BROWN BOTTRELL TO PROVIDE "SPECIFIC EXCESS RISK" INSURANCE COVERAGE FOR ACTIVE AND RETIRED CITY EMPLOYEES COVERED UNDER THE CITY OF JACKSON'S MEDICAL BENEFITS PLAN FOR THE PLAN YEAR COMMENCING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2025 AND AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE SAID COVERAGE																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Change in City Government																																													
3.	Who will be affected	City of Jackson employees																																													
4.	Benefits	To service the City of Jackson employees																																													
5.	Schedule (beginning date)	Upon approval by the council																																													
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Citywide																																													
7.	<input type="checkbox"/> Action implemented by: <input type="checkbox"/> § City Department <input type="checkbox"/> § Consultant	Department of Human Resources																																													
8.	COST																																														
9.	<input type="checkbox"/> Source of Funding <input type="checkbox"/> § General Fund <input type="checkbox"/> § Grant <input type="checkbox"/> § Bond <input type="checkbox"/> § Other	General Fund																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							

MEMORANDUM

TO: Chokwe Lumumba, Mayor

FROM: Toya Martin, Director
Department of Human Resources

DATE: September 26, 2024

RE: ORDER ACCEPTING THE PROPOSAL OF PENNSYLVANIA MANUFACTURERS ASSOCIATION SUBMITTED BY FISHER BROWN BOTTRELL TO PROVIDE "SPECIFIC EXCESS RISK" INSURANCE COVERAGE FOR ACTIVE AND RETIRED CITY EMPLOYEES COVERED UNDER THE CITY OF JACKSON'S MEDICAL BENEFITS PLAN FOR THE PLAN YEAR COMMENCING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2025 AND AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE SAID COVERAGE

Attached is the order for the Excess Risk renewal 2025. Please let me know if you have any questions.

/tm

Office of the City Attorney
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799

OFFICE OF THE CITY ATTORNEY
1005
9/30/24

OFFICE OF THE CITY ATTORNEY

This ORDER ACCEPTING THE PROPOSAL OF REUNION/PENNSYLVANIA MANUFACTURERS' ASSOCIATION INSURANCE COMPANY SUBMITTED BY FISHER BROWN BOTTRELL TO PROVIDE "SPECIFIC EXCESS RISK" INSURANCE COVERAGE FOR ACTIVE AND RETIRED CITY EMPLOYEES COVERED UNDER THE CITY OF JACKSON'S MEDICAL BENEFITS PLAN FOR THE PLAN YEAR COMMENCING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2025 AND AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE SAID COVERAGE has been reviewed by me and is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

10/1/24
Date



Earrie Johnson, Senior Deputy City Attorney



Sondra Moncure, Special Assistant City Attorney

**City of Jackson
Reinsurance Renewal
01/01/2025**

Carrier:	CURRENT	RECOMMEND	OPTION 1	OPTION 2
	Berkshire Hathaway	Pennsylvania Manufacturers Assoc Ins Co	ISU/Companion	UHC
	Medical & Rx Drugs 12/15	Medical & Rx Drugs 12/15	Medical & Rx Drugs 12/15	Medical & Rx Drugs 12/15
	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
	unlimited	unlimited	unlimited	unlimited
	867	867	867	867
	470	470	470	470
	\$ 28.60	\$ 28.60	\$ 27.88	\$ 54.78
	\$ 71.50	\$ 71.50	\$ 60.50	
	\$ 700,814	\$ 700,814	\$ 931,284	\$ 1,111,799
			\$ 230,469	\$ 410,985
		0%	33%	59%

- Coverages**
Contract Basis
1. Individual Specific Deductible
 2. Annual Limit of Liability/ Covered Person
 3. Individual Lasers (amt. over Specific)- NONE
 4. Employees without dependents
 5. Families (including employees)
 6. Monthly Premium Rates - Single
 7. Monthly Premium Rates - Family
 8. Estimated Annual Specific Premium
 9. Estimated Annual Premium Change
 10. Estimated Annual Premium Change %

Decline/Uncompetitive

- *Accurisk
- *ATS Underwriting
- *Berkley
- *Crum & Forster
- *East Coast
- *Evolution
- *IOA Re
- *Optum
- *SL Management Properties
- *SunLife
- *Swiss Re
- *UME

**Reunion Health Services
576 Highland Colony Parkway, Ste 210, Ridgeland, MS 39157
Pennsylvania Manufacturers' Association Insurance Company**

**Standard Stop Loss Disclosure Form
Instructions for Completion**

HIPAA Privacy permits the release of Protected Health Information (PHI) for the purpose of evaluating and accepting risk associated with the Plan Sponsor as a part of "health care operations". Reunion Health Services shall use the information provided solely for the purpose of evaluating the acceptability of this risk and shall not disclose any PHI collected except in performing this risk evaluation.

Reunion Health Services will rely upon the information provided on the attached disclosure form, which will become part of the Application for stop loss coverage. The purpose of the form is to allow Reunion Health Services to take underwriting action on all known risks in the categories listed below. It is the Plan Sponsor's responsibility, either directly or through their designated representative, to accurately report all claims known as of the date of this disclosure by making a thorough review of all applicable records. Such records shall include historical claims reports, disability records, current information from administrators, insurers, utilization management companies, managed care companies, and any Agent/Broker of the Plan Sponsor. In exchange, Reunion Health Services will accept the liability for any truly unknown risks. The attached disclosure form must be completed and signed by the appropriate parties no earlier than 30 days prior to the proposed Effective Date of stop loss coverage and received by Reunion Health Services within 5 days of completion.

Upon receipt of the completed disclosure, Reunion Health Services will assess all data, new and previously reported, and will inform the producer in writing within 5 days of any changes to the rates, factors or terms of coverage. Reunion Health Services reserves the right to rescind the proposal in its entirety based upon a review of all information submitted during the proposal process.

List on the Disclosure Form all risks known to:

1. Be currently disabled, confined to a Medical Facility, or have been precertified within the last three months.
2. Have received medical services during the current plan year the cost of which exceeds the lesser of, 50% of the lowest Specific Retention Amount applied for or \$50,000, and for which bills have been received by the Claims Administrator and entered into their Claims System.
3. Have been identified as a candidate for Case Management and as having the potential to exceed during the policy period, the lesser of, 50% of the lowest Specific Retention Amount applied for, or \$50,000.
4. Have been diagnosed, during the current plan year, with a condition represented by any of the ICD-10 codes contained in the attached list.

If the Plan Sponsor fails to disclose any risk known to fall into one of the above categories, either intentionally or because a thorough review of all records was not conducted, then Reunion Health Services will have no liability for claims on the risk not disclosed.

ICD-10-CM Diagnosis Codes for Disclosure Notification

Please list all Plan Participants who have been diagnosed with or treated for any of the codes listed under the following categories during the current Benefit Period:

<u>A00-E99 Certain infectious and parasitic disease</u>	
A40 Streptococcal sepsis	
A41 Other Sepsis	
B15-B19 Viral hepatitis	
B20 Human immunodeficiency virus [HIV] disease	
<u>C00-D49 Neoplasms</u>	
C00-C96 Malignant neoplasms	
D46 Myelodysplastic syndromes	
<u>D50-D89 Diseases of the blood and blood-forming organs & disorders involving the immune mechanism</u>	
D57 Sickle-cell disorders	
D59 Acquired hemolytic anemia	
D60-D64 Aplastic and other anemias	
D65-D69 Coagulation defects, purpura and other hemorrhagic conditions	
D70-D77 Other diseases of blood and blood-forming organs	
D80-D89 Certain disorders involving the immune mechanism	
<u>E00-E89 Endocrine, nutritional and metabolic diseases</u>	
E10-E13 Diabetes mellitus	
E15-E16 Other disorders of glucose regulation and pancreatic internal secretion	
E65-E68 Obesity and other hyperalimentation	
E70-E89 Metabolic disorders	
<u>F01-F99 Mental, Behavioral and Neurodevelopmental disorders</u>	
F10.1 Alcohol Abuse	
F11.1 Opioid Abuse	
F20 Schizophrenia	
F31 Bipolar Disorder	
F32.3 Major depressive disorder, single episode, severe with psychotic feature	
F33.1-F33.3 Major Depressive Disorder, recurrent	
F84.0 Autistic Disorder	
F84.2 Rett's Syndrome	
F84.5 Asperger's syndrome	
<u>G00-99 Diseases of the nervous system</u>	
G00 Bacterial Meningitis	
G04 Encephalitis Myelitis and Encephalomyelitis,	
G06-G07 Intracranial and intraspinal abscess and granuloma	
G12.21 Amyotrophic Lateral Sclerosis	
G25 Multiple Sclerosis	
G36 Other Acute Disseminated Demyelination	
G37 Other Demyelinating disease of central nervous system	
G82.5 Quadriplegia	
G83.4 Cauda Equina Syndrome	
G92 Toxic Encephalopathy	
G93.1 Anoxic Brain Injury	
<u>I00-I99 Diseases of Circulatory System</u>	
I20 Angina Pectoris	
I21.09-I22 Acute myocardial infarction	
I24 Acute and Subacute Ischemic Heart Disease	
I25 Chronic ischemic heart disease	
I26 Pulmonary embolism	
I27 Other pulmonary heart disease	
I28 Other diseases of pulmonary vessels	
I33 Acute & Subacute Endocarditis	
I34-I38 Heart Valve Disorders	
I42-I43 Cardiomyopathy	
I44-I45 Conduction Disorders	
I46 Cardiac Arrest	
I47-I49 Cardiac Dysrhythmias	
I50 Heart Failure	
I60-I61 Subarachnoid Hemorrhage / Intercerebral Hemorrhage	
I63 Cerebral infarction	
I65.8-166 Occlusion of Precerebral / Cerebral Arteries	
I67 Other cerebrovascular disease	
I70 Atherosclerosis / Aortic Aneurysm	
<u>J00-J99 Diseases of Respiratory System</u>	
J40-J44 Chronic Obstructive Pulmonary Disease (COPD)	
J84.10-J84.89 Postinflammatory Pulmonary Fibrosis	
J98.11-J98.4 Pulmonary Collapse / Respiratory Failure	
<u>K00-K95 Diseases of Digestive System</u>	
K22 Esophageal obstruction	
K25-K28 Ulcers	
K31 Other diseases of stomach & duodenum	
K50 Crohn's disease	
K51 Ulcerative colitis	
K55-K64 Diseases of intestine	
K65-K68 Diseases of peritoneum & retroperitoneum	
K70-K77 Diseases of liver	

K83	Diseases of biliary tract	Q89	Other Congenital malformations
K85-K86	Diseases of pancreatitis	<u>R00-R99 Symptoms, signs and abnormal clinical and laboratory findings, not elsewhere classified</u>	
K90-K95	Other diseases of digestive system/Complications of bariatric procedures	R07.1-R07.9	Chest Pain
		R40-R40.236	Coma
		R57-R58	Shock, Hemorrhage
		R65.2-R65.21	Severe sepsis
<u>M00-M19 Diseases of Musculoskeletal System & Connective Tissue</u>		<u>S00-T88 Injury, Poisoning and Certain Other Consequences of External Causes</u>	
M15-M19	Osteoarthritis	S02	Fracture of skull and facial bones
M32	Systemic lupus erythematosus	S06	Intracranial injury
M34	Systemic sclerosis	S07	Crush injury to head
M41	Scoliosis	S08	Avulsion and traumatic amputation of part of head
M43	Spondylolysis	S12-S13	Fracture and injuries of cervical vertebra and other parts of neck
M50	Cervical disc disorders	S14.0-S14.15	Injury of nerves and spinal cord at neck level
M51	Thoracic, thoracolumbar & lumbosacral intervertebral disc disorders	S22.0	Fracture of thoracic vertebra
M72.6	Necrotizing Fasciitis	S24	Injury of nerves and spinal cord at thorax level
M86	Osteomyelitis	S25	Injury of blood vessels of thorax
		S26	Injury of heart
<u>N00-N99 Diseases of the Genitourinary System</u>		S32.0-S32.2	Fracture of lumbar vertebra
N00-N01	Acute and Rapidly Progressive Nephritic Syndrome	S34	Injury of lumbar and sacral spinal cord and nerves
N03	Chronic Nephritic Syndrome	S35	Injury of blood vessels at abdomen, lower back and pelvis
N04	Nephrotic Syndrome	S36-S37	Injury of intra-abdominal organs
N05-N07	Nephritis and Nephropathy	S48	Traumatic amputation of shoulder and upper arm
N08	Glomerular Disorders classified elsewhere	S58	Traumatic amputation of elbow and forearm
N17	Acute Kidney Failure	S68.4-S68.7	Traumatic amputation of hand at wrist level
N18	Chronic Kidney Disease (CKD)	S78	Traumatic amputation of hip and thigh
N19	Renal Failure, Unspecified	S88	Traumatic amputation of lower leg
		S98	Traumatic amputation of ankle and foot
<u>O00-O9A Pregnancy, childbirth and the puerperium</u>		T30-T32	Burns and corrosions of multiple body regions
O09	High Risk Pregnancy	T81.11-T81.12	Postprocedural cardiogenic and septic shock
O11	Pre-Existing Hypertension with Pre-Eclampsia	T82	Complications of cardiac and vascular prosthetic devices, implants and grafts
O14-O15	Pre-Eclampsia and Eclampsia	T83-T85	Complications of prosthetic devices, implants and grafts
O30	Multiple Gestation	T86	Complications of transplanted organs and tissue
O31	Other complications specific to Multiple Gestations	T87	Complications to reattachment and amputation
<u>P00-P96 Certain conditions originating in the perinatal period</u>		<u>Z00-Z99 Factors Influencing Health Status and Contact with Health Services</u>	
P07	Disorders of newborn related to short gestation and low birth weight	Z37.5-Z37.6	Multiple births
P10-P15	Birth Trauma	Z38.3-Z38.8	Multiple births
P19	Fetal distress	Z48-Z48.298	Encounter for aftercare following organ transplant
P23-P28	Other respiratory conditions of newborn	Z49	Encounter for care involving renal dialysis
P29	Cardiovascular disorders originating in the perinatal period	Z94	Transplanted organ and tissue status
P36	Bacterial sepsis of newborn	Z95	Presence of cardiac and vascular implants and grafts
P52-P53	Intracranial hemorrhage of newborn	Z98.85	Transplanted organ removal status
P77	Necrotizing enterocolitis of newborn	Z99.1	Dependence on respirator
P91	Other disturbances of cerebral status newborn	Z99.2	Dependence on dialysis
<u>Q00-Q99 Congenital malformations, deformations and chromosomal abnormalities</u>			
Q00-Q07	Congenital malformations of the nervous system		
Q20-Q26	Congenital Cardiac malformations		
Q41-Q45	Congenital Anomalies of Digestive system		
Q85	Phakomatoses, not classified elsewhere		
Q87	Congenital malformation syndromes affecting multiple systems		

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ORDER AUTHORIZING THE MAYOR TO EXECUTE RENEWAL AGREEMENT AND OTHER NECESSARY DOCUMENTS WITH UNITED HEALTHCARE SERVICES INC. TO SERVE AS THE TPA (THIRD PARTY ADMINISTRATOR) FOR THE CITY OF JACKSON'S EMPLOYEES/RETIREES MEDICAL BENEFITS PLAN FROM JANUARY 1, 2025 TO DECEMBER 31, 2027

OFFICE OF THE CLERK OF COURTY
T. Martin Lumumba

WHEREAS, Section 25-15-101 of the Mississippi Code provides that the governing board of a municipality may negotiate and secure for all or specified groups of employees and their dependents a policy or policies of group insurance covering health and group contract or contracts covering hospital and/or medical services or benefits of its employees and their dependents as may desire such insurance and other coverage; and

WHEREAS, Section 25-15-101 of the Mississippi Code authorizes the governing board of a municipality to become a *self-insurer* with respect to all or any portion of group health and hospitalization benefits on terms and conditions deemed advisable, in its discretion; and

WHEREAS, Section 25-15-101 of the Mississippi Code requires that a self-insurance program be contracted to a third party approved by the Commissioner of Insurance; and

WHEREAS, pursuant to Section 25-15-101 of the Mississippi Code, the City of Jackson elected to become a self-insurer with respect to a portion of group health and hospitalization benefits with excess risk coverage being covered by a policy; and

WHEREAS, on August 4, 2015 the City of Jackson opened bids from five (5) companies to serve as TPA for the Medical Benefits Plan; and

WHEREAS, United Healthcare continues to serve as TPA with Council approval through December 31, 2024, for the City's Medical Benefits Plan; and

WHEREAS, Fisher Brown & Bottrell serves as the Agent of Record for the City of Jackson's self-funded health plan; and

WHEREAS, Fisher Brown & Bottrell will receive a fee of \$2.00 per participant fee which is included in the administrative fees that the City of Jackson will pay to United Healthcare; and

WHEREAS, United Healthcare has not previously charged the City of Jackson a fee for COBRA administration services but will begin charging a fee of .55 per employee per month; and

WHEREAS, the City of Jackson's contract with United Healthcare allows it to retain 100 percent of the pharmacy rebates provided by Optum; and

WHEREAS, the fees which will be charged by United Healthcare for the Plan Years 2025, 2026, and 2027 will be \$13.28 per employee per month and includes the .55 COBRA administration services; and

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized an agreement with United Healthcare to serve as the City of Jackson's third party administrator for the Plan Years 2025, 2026, and 2027.

Agenda Item No: 31
10.8.2024
(T. Martin, Lumumba)

IT IS THEREFORE ORDERED that the fee paid to United Healthcare for providing the services shall be \$13.28 per employee per month.

APPROVED FOR AGENDA:

Director of Human Resources
EBO Officer
Finance
Budgeted: Yes _____ No _____
Account Number
Legal
CAO
Mayor's Office

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

057-558.20-6495

Item: _____
Agenda Date: _____
By: Martin, Lumumba

Martin Lumumba
MAYOR

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 8, 2024

POINTS		COMMENTS	
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE RENEWAL AGREEMENT AND OTHER NECESSARY DOCUMENTS WITH UNITED HEALTHCARE SERVICES INC. TO SERVE AS THE TPA (THIRD PARTY ADMINISTRATOR) FOR THE CITY OF JACKSON'S EMPLOYEES/RETIREES MEDICAL BENEFITS PLAN FROM JANUARY 1, 2025 TO DECEMBER 31, 2027	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Change in City Government	
3.	Who will be affected	City of Jackson employees	
4.	Benefits	To service the City of Jackson employees	
5.	Schedule (beginning date)	Upon approval by the council	
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Citywide	
<input type="checkbox"/> <input type="checkbox"/> 7.	Action implemented by: § City Department § Consultant	Department of Human Resources	
8.	COST		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	Source of Funding § General Fund § Grant § Bond § Other	General Fund	
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____	

MEMORANDUM

TO: Chokwe Antar Lumumba, Mayor

FROM: Toya Martin, Director 
Department of Human Resources

DATE: September 27, 2024

RE: ORDER AUTHORIZING THE MAYOR TO EXECUTE RENEWAL AGREEMENT AND OTHER NECESSARY DOCUMENTS WITH UNITED HEALTHCARE SERVICES, INC. TO SERVE AS THE TPA (THIRD PARTY ADMINISTRATOR) FOR THE CITY OF JACKSON'S EMPLOYEES/RETIRES MEDICAL BENEFITS PLAN FROM JANUARY 1, 2025 TO DECEMBER 31, 2027.

Attached is a council order authorizing the Mayor to execute renewal agreement and other necessary documents with United Healthcare to provide for administration of the City of Jackson's Employees' Medical Benefits Plan from January 1, 2025 to December 31, 2027.

United Healthcare advised the City of Jackson that it would charge a fee of \$13.28 per employee per month to provide the administrative services. It is recommended that the City of Jackson enter into an agreement for the Plan Years 2025, 2026, and 2027 which will lock in the administrative service fee for those years.

TM/ddw

Office of the City Attorney
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799

Carrie Johnson
OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE RENEWAL AGREEMENT AND OTHER NECESSARY DOCUMENTS WITH UNITED HEALTHCARE SERVICES INC. TO SERVE AS THE TPA (THIRD PARTY ADMINISTRATOR) FOR THE CITY OF JACKSON'S EMPLOYEES/RETIREES MEDICAL BENEFITS PLAN FROM JANUARY 1, 2025 TO DECEMBER 31, 2027 has been reviewed by me and is legally sufficient for placement in NOVUS Agenda.

Drew Martin

Drew Martin, City Attorney

10/1/24
Date

Carrie Johnson

Carrie Johnson, Senior Deputy City Attorney

Sondra Moncure 9/30/24

Sondra Moncure, Special Assistant City Attorney



CITY OF JACKSON - MS | 2025 Administrative Services Fees

ASO MEDICAL FEES

Fees assume an Average Contract Size of 1.74

ASO Fees (PEPM)	Current 01/01/2024 through 12/31/2024	Year 1 1/1/2025 through 12/31/2025	Year 2 1/1/2026 through 12/31/2026	Year 3 1/1/2027 through 12/31/2027
Plan Year				
Choice + Platinum	\$36.88	\$37.99	\$37.99	\$37.99
Choice + Gold	\$36.88	\$37.99	\$37.99	\$37.99
Choice + Silver	\$36.88	\$37.99	\$37.99	\$37.99
Choice + Bronze	\$36.88	\$37.99	\$37.99	\$37.99
Commission	\$2.00	\$2.00	\$2.00	\$2.00
Rx Rebate Credit	-\$24.50	-\$27.26	-\$27.26	-\$27.26
TOTAL	\$14.38	\$12.73	\$12.73	\$12.73
COBRA		\$0.55	\$0.55	\$0.55
GRAND TOTAL	\$14.38	\$13.28	\$13.28	\$13.28
Credits				
Wellness Credit	\$60,000	\$60,000	\$60,000	\$60,000

32

ORDER AUTHORIZING THE MAYOR TO ENTER AN END-USER LICENSE AGREEMENT WITH CHORUS INTELLIGENCE, INC. TO PROVIDE DIGITAL INVESTIGATION SOFTWARE FOR THE JACKSON POLICE DEPARTMENT.

WHEREAS, Chorus Intelligence, Inc. provides digital technology to identify risk, solve crime, and prevent harm through intelligence-led policing; and

WHEREAS, the Jackson Police Department, Precinct Four, will use the software in the intelligence division to identify criminal suspects who use social media as their platforms to commit felonies crimes; and

WHEREAS, the Jackson Police Department proposes that the City enter into a 12-month agreement, with three Chorus Intelligence Suite licenses at \$4,000.00 per user, at a cost not to exceed \$12,000 for one year; and

WHEREAS, the Jackson Police Department recommends to the governing authority for the City of Jackson to authorize the Mayor to enter into a End User License Agreement with said vendor to support the operation of Precinct Four; and

WHEREAS, Section 31-7-13(m)(viii) states, in connection with the purchase of noncompetitive items only available from one (1) source, a certification of the conditions and circumstances requiring the purchase shall be filed by the agency with the Department of Finance and Administration and by the governing authority with the board of the governing authority. Upon receipt of that certification, the Department of Finance and Administration or the board of the governing authority, as the case may be, may, in writing, authorize the purchase, which authority shall be noted on the minutes of the body at the next regular meeting thereafter. In those situations, a governing authority is not required to obtain the approval of the Department of Finance and Administration. Following the purchase, the executive head of the state agency, or his designees, shall file with the Department of Finance and Administration documentation of the purchase, including a description of the commodity purchased, the purchase price thereof, and the source from whom it was purchased; and

WHEREAS, the Jackson Police Department certifies that it has investigated and confirms that the conditions and circumstances in the attached Sole-Source Justification letter are accurate; and

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

WHEREAS, the governing authority reserves the right to terminate this agreement for convenience; and

WHEREAS, the governing authority rejects explicitly any and all limitations of liability, exclusion of warranties and conditions, indirect damages, the limitation of direct damages, and the limitation of remedies as the City of Jackson is governed by constitutional constraints, including the prohibition against

Agenda Item No: 22

10.8.2024

(Wade, Lumumba)

diminishing or relinquishing an obligation or claim held or owned by the state as set forth in the M.S. Const. Art. 4 Section 100; and

WHEREAS, the governing authority rejects that the terms of the government will be governed, construed, and enforced in accordance with the laws of the State of Delaware and will only be subject to the laws of the State of Mississippi.

IT IS THEREFORE ORDERED, that the Mayor is authorized to execute a user license agreement with Chorus Intelligence, Inc. for the total amount of \$12,000.00.

IT IS FURTHER ORDERED, that the Jackson Police Department shall make payments as outlined in this order.

POINTS		COMMENTS	
1.	Brief Description/Purpose	TO AUTHORIZE AN AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND CHORUS	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	CRIME PREVENTION	
3.	Who will be affected	JACKSON POLICE DEPARTMENT	
4.	Benefits	Intelligence Based Software	
5.	Schedule (beginning date)	UPON COUNCIL APPROVAL	
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	ALL WARDS CITYWIDE N/A	
7.	Action implemented by: ■ City Department ■ Consultant	JACKSON POLICE DEPARTMENT CITY LEGAL	
8.	COST	\$12,000.00 Annually	
9.	Source of Funding ■ General Fund X ■ Grant ■ Bond ■ Other	Fund 437.442.6738	
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____	

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE MAYOR TO ENTER A USER LICENSE AGREEMENT WITH CHORUS INTELLIGENCE, INC. TO PROVIDE DIGITAL INTELLIGENCE SOFTWARE FOR THE JACKSON POLICE DEPARTMENT legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant 



Date

OFFICE OF THE CITY ATTORNEY
JAN 10 11 24

CHORUS INTELLIGENCE INC
4525 Main Street
Suite 710
Virginia Beach VA 23462
www.chorusintel.com



Spring 2023

To Whom It May Concern:

This letter is to confirm that the Chorus Intelligence Suite (CIS) is a sole source product, manufactured, marketed, sold and serviced only by Chorus Intelligence Inc.

The CIS is a uniquely differentiated cloud-based software as a service (SaaS), consisting of tools and capabilities for gathering data from open-source intelligence (OSINT) data sources coupled with capabilities to analyze the data and generate court-ready reports all within a CJIS certified and fully secure environment.

The CIS' capabilities in the area of data capture include open-source intelligence data from over 200 social media web sites, consented data sources such as Whooster® and PIPL®, agency owned data such as Records Management Systems (RMS) and other case materials contained within documents on an agency's internal hard drives and the ability to capture web pages in their entirety including video content. There is currently no other product in the industry that matches the total breadth and depth of capabilities provided by the CIS.

The Chorus Intelligence Suite (CIS) is only offered for sale by Chorus Intelligence Inc. The training and support for this product is also only available through Chorus. There are no agents or dealers authorized to represent or resell this product in the United States.

If I can be of further assistance or if you desire additional information, please do not hesitate to contact me at 520.465.6978 at any time or visit our website at chorusintel.com/us.

Thank you for your interest in our Chorus Intelligence Suite (CIS).

Sincerely,

A handwritten signature in black ink, appearing to read "Al Kassam", written in a cursive style.

Al Kassam
Chief Delivery Officer
C:520-465-6978

Private and Confidential
Chorus Intelligence Inc



Chorus Intelligence Quotation

Reference: 20240911-231408226
Quote created: September 11, 2024
Quote expires: September 30, 2024
Quote created by: Jack Hancock
Account Director
j.hancock@chorusintel.com

Comments from Jack Hancock

Quote is for 3 users, for 1 year

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Chorus Intelligence Suite License	CISAL002	3	\$4,000.00 /year	\$12,000.00 /year for 1 year
Annual subtotal				\$12,000.00
			Total	\$12,000.00

Purchase terms

End User License Agreement

End User License Agreement – Applies to all Chorus products agreed to in Chorus Invoice for Jackson Police Department, MS referred to throughout as “The Customer”

Term is dated: 01 October 2024 to 30 September 2025

CHORUS INTELLIGENCE INC. END USER LICENSE AGREEMENT

1. GRANT OF LICENSE TO USE SERVICE

2. Subject to and conditional upon your compliance with these terms and conditions (these “Terms”), Chorus Intelligence Inc. (“we”, “us”, “our” or “Company”) hereby grants to you (“you” “your” or “Customer”) and your Authorized Users, a non-exclusive, non-sublicensable, non-assignable, royalty-free license to access and use the authorized products and services (the “Service”). For the purposes of these Terms, “Authorized Users” are the individuals we have specifically authorized in writing to use the Service and in respect of which we have provided a user name and password to access the Service. This license and the rights contained herein will remain in force as long as The Customer’s invoices are either paid in full or within the payment grace period (usually thirty (30) days from date of issuance).

CHANGES

3. You acknowledge that from time to time and with the customer’s agreement, software provided may be in a pre-release form in order to:

Task 1 - maintain or enhance:

Assumptions: the quality or delivery of our services to our customers, generally;

Assumptions: the competitive strength of or market for our services; or

Assumptions: the cost efficiency or performance of the Service; or

Task 2 - to comply with applicable Law.

SUPPORT SERVICES

Content: Initial Support. During the term of this License, we will provide you with the following support services:

Task 1 - telephone or electronic support during our normal business hours (8:30am to 5:30pm ET) in order to help you correct problems with the Service, and

Task 2 - internet-based support system generally available seven days a week, twenty-four hours a day.

Content: Service Access Limitations. You acknowledge and agree that the Service may become unavailable to you during periods where:

Task 3 - you have been notified that there will be a scheduled downtime to permit servicing or upgrading of the Service;

Task 4 - there is downtime or degradation of the Service resulting from an event of Force Majeure (as described in the General Provisions of these Terms);

Task 5 - any other circumstances beyond our reasonable control which result in downtime or failure of the Service, including use by you or any Authorized User of Third-Party Materials, misuse of the hosted services (if any) provided by our Cloud Services Provider ("CSP") or use of the Service other than in express compliance with these Terms; and

Task 6 - a suspension or termination of access to, or use of, the Service by you or any Authorized User are permitted by these Terms or your terms of use for the hosted services provided by our CSP.

DATA PROTECTION

Content: We will implement appropriate safeguards to assist in the prevention of unauthorized access to, use of, or disclosure of your data used or entered as part of your use of the Service. However, you acknowledge and agree that you have and will retain sole responsibility for:

Task 1 - all information, instructions and materials provided by or on behalf of Customer or any Authorized User in connection with the Service;

Task 2 - the information technology infrastructure from which you access the Service (your "Systems");

Task 3 - the security and use of user names and passwords used by you and your Authorized Users to access the Service; and

Task 4 - all access to and use of the Service indirectly by or through your Systems or using user names and passwords provided to your Authorized Users, whether such access or use was made with or without your knowledge or consent, and including all results obtained from, and all conclusions, decisions and actions based on, such access or use.

Content: You will employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to:

Task 5 - securely administer the distribution and use of all user names and passwords used to access the Service and protect against any unauthorized access to, or use of, the Service; and

Task 6 - control the content and use of your Data, including the uploading or other provision of Data for processing by the Service.

CUSTOMER RESTRICTIONS

Content: You will not:

Task 1 - distribute, license, loan, or sell the Service or other content that is contained or displayed in it;

Task 2 - modify, alter, or create any derivative works of the Service;

Task 3 - reverse engineer, decompile, decode, decrypt, disassemble, or derive any source code from the Service;

Task 4 - remove, alter, or obscure any copyright, trademark, or other proprietary rights notice on or in the Service;

Task 5 - upload, post, reproduce or distribute any information, software, or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

TERMINATION

Content: We may, directly or indirectly, and by use of a disabling device or any other lawful means, immediately suspend, terminate or otherwise deny access to, or use of, all or any part of the Service or related materials by you, any Authorized User or any other person or entity, without incurring any resulting obligation or liability to you, for any reason, including if:

Task 1 - we receive a Governmental Order that expressly or by reasonable implication requires us to do so; or

Task 2 - we believe, in our sole discretion, that:

Assumptions: you or any Authorized User has failed to comply with, any material provision of these Terms, accessed or used the Service beyond the scope of the rights granted or for a purpose not authorized under these Terms or in any manner that does not comply with any instruction or requirement we communicate to you;

Assumptions: you or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities relating to or in connection with the Service; or

Assumptions: these Terms expire or are terminated.

Content: Expiry. These Terms, and your right to access or use the Service shall automatically expire at the end of the Term.

EFFECT OF TERMINATION OR EXPIRY

Content: Discontinuance of Use. Customer shall cease all use of the Service upon the effective date of the termination or expiry.

Content: Recovery of Data. Customer will have 30 days from the date of termination or expiry to retrieve any of your Data that you wish to keep. After such date, all such Data will

become inaccessible to you and we may, without obligation, delete or otherwise destroy any or all of such Data

LIMITATION ON LIABILITY

Content: LIMITS ON LIABILITY. NEITHER OF US WILL BE LIABLE TO THE OTHER PARTY FOR BREACH-OF-CONTRACT DAMAGES SUFFERED BY THE OTHER PARTY THAT ARE REMOTE OR SPECULATIVE, OR THAT COULD NOT HAVE REASONABLY BEEN FORESEEN. IN NO EVENT WILL COMPANY BE LIABLE TO YOU FOR:

Task 1 - LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE;

Task 2 - IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICE;

Task 3 - LOSS, DAMAGE, CORRUPTION OR RECOVERY OF YOUR DATA;

Task 4 - BREACH OF DATA OR SYSTEM SECURITY; OR

Task 5 - CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AGGRAVATED, PUNITIVE OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER WE WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

Content: NO LIABILITY. ACCESS TO THE SERVICE IS PROVIDED ON A BEST EFFORTS BASIS. CONSEQUENTLY, IN NO EVENT WILL WE INCUR LIABILITY TO YOU UNDER OR IN CONNECTION WITH THESE TERMS OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

GENERAL PROVISIONS

Content: Amendment. These Terms may not be amended, modified or supplemented without the express written consent and agreement of Company.

Content: Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under these Terms, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without our prior written consent, which consent may be withheld by us for any reason. For purposes of the preceding sentence, and without limiting its generality, any amalgamation, arrangement or reorganization involving Customer will be deemed to be a transfer of rights, obligations or performance under these Terms for which our prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under these Terms. Any purported assignment, delegation or transfer in violation of this

Section is void. These Terms are binding upon and ensure to the benefit of both Customer and Company and their respective permitted successors and assigns.

Content: Governing Law. These Terms will be governed, construed, and enforced in accordance with the laws of the State of Delaware, without regard to its conflict of laws rules.

Content: Severability. If any part of these Terms is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

Content: Waiver. The failure or neglect by a party to enforce any of its rights under these Terms will not be deemed to be a waiver of that party's rights.

Content: Force Majeure. A party shall not be liable for any failure of or delay in the performance of these Terms for the period that such failure or delay:

Task 1 – is beyond that party's reasonable control,

Task 2 – is materially affects the performance of any of its obligations under this agreement, and

Task 3 - could not reasonably have been foreseen or provided against,

but a party's failure or delay to perform these Terms will not be excused for reasons resulting solely from general economic conditions or other general market effects.

By signing this document on behalf of The Customer, you are accepting all of the terms and conditions documented herein.

ACCEPTED on behalf of The Customer

By: _____ Date: _____

Name: _____ Title: _____

ACCEPTED on behalf of Chorus Intelligence, Inc.

By:  Date: **12 September 2024**

Name: **Jack Hancock** Title: **Account Director**

33

OFFICE OF THE CITY AT-L
Scott Lumumba
 10/23

ORDER RATIFYING THE PURCHASE OF A YORK AIR-COOLED CHILLER FOR THALIA MARA HALL MADE PURSUANT TO THE MAYOR'S AUGUST 20, 2024, DECLARATION INVOKING EMERGENCY PROCUREMENT PROCEDURE. (SCOTT, LUMUMBA)

WHEREAS, Thalia Mara Hall recently experienced a microbial growth event that occurred due to an improperly functioning HVAC system that failed to regulate the indoor environment leading to high humidity that caused the growth. After being alerted of the microbial growth, the Department of Human and Cultural Services acted quickly to procure professional testing of the growth and of air quality. This testing has concluded, and recommendations have been made for the proper remediation of Thalia Mara Hall; and

WHEREAS, on August 20, 2024, due to the conditions discussed above, the Mayor invoked the emergency procurement process pursuant to Section 31-7-13(k) of the Mississippi Code of 1972, as amended. Said emergency procurement declaration is attached to this Order and made a part of these minutes; and

WHEREAS, the industrial hygienist's first recommendation was for the immediate stabilization of the indoor environment at Thalia Mara Hall and for the repair/replacement of the HVAC system. As such, the Department of Human and Cultural Services obtained a proposal/quote from Johnson Controls for the purchase of a new chiller to assist in regulating the indoor environment. Due to the time sensitive nature of this emergency and pursuant to the Mayor's emergency declaration, said chiller was purchased from Johnson Controls. The proposal/quote was as follows:

York YVAA0233 Packaged Air-Cooled Screw Chiller (233 Ton Air Cooled Chiller)		
	Items Included	Items Not Included
York YVAA0233	<ul style="list-style-type: none"> • 233-ton nominal capacity • 460/3/60 voltage • R-513A refrigeration • Screw compressor • Single point power circuit breaker w/ lockable handle • Full charge of refrigerant and oil • Electronic expansion valve • Variable speed condenser fans • Service isolation valves • Thermal Dispersion flow switch • Wire/louvered enclosure panels • Neoprene isolators • Connected chiller service ready • 5-year compressor parts warranty • 1-year entire unit parts and labor warranty 	<ul style="list-style-type: none"> • Chiller warranties not listed in "items included category" • Delayed startup • Pumps or pump package • Labor • Installation • Controls • Sound attenuation • Spare parts kits • Accessories other than those shown in "items included category"

Agenda No. 33
 10.8.2024
 (Scott, Lumumba)

York YVAA0233 Packaged Air-Cooled Screw Chiller (233 Ton Air Cooled Chiller)		
	Items Included	Items Not Included
Mechanical Equipment Services (labor)	<ul style="list-style-type: none"> • Offloading, rigging and set in place chiller for temporary operation on grade in loading dock parking area • Crane services are required • Installation of CW supply and return hoses and connections for temporary use • Installation of electrical cables connections for temporary use • One (1) factory authorized chiller startup • Verification of proper unit operation 	<ul style="list-style-type: none"> • Commissioning or test and balance • Controls or controls labor • Chiller relocation or secondary startup • External isolation • Sound attenuation • Spart parts kits • Accessories other than those shown in "items included category"
Chiller Total Price		\$221,871.00
Labor Total Price		\$32,208.00
Grand Total		\$254,079.00

WHEREAS, it is in the best interests of the City that the governing authorities ratify the emergency chiller purchase described in this Order and approve payment in the amount of Two Hundred Fifty-Four Thousand and Seventy-Nine Dollars (\$254,079.00) to Johnson Controls.

IT IS THEREFORE ORDERED that the purchase of the York YVAA0233 Packaged Air-Cooled Screw Chiller (233 Ton Air Cooled Chiller) made pursuant to the Mayor's August 20, 2024, Emergency Declaration is ratified. Payment in the amount of Two Hundred Fifty-Four Thousand and Seventy-Nine Dollars (\$254,079.00) shall be made to Johnson Controls for this purchase. The City shall issue no payment for sales tax as the City is exempt from such a tax.

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

ITEM # _____

DATE: _____

BY: Scott, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/01/2024
DATE

POINTS		COMMENTS			
1.	Brief Description/Purpose	ORDER RATIFYING THE PURCHASE OF A YORK AIR-COOLED CHILLER FOR THALIA MARA HALL MADE PURSUANT TO THE MAYOR'S AUGUST 20, 2024, DECLARATION INVOKING EMERGENCY PROCUREMENT PROCEDURE.			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Economic Development, Quality of Life			
3.	Who will be affected	The citizens of Jackson			
4.	Benefits	WILL FACILITATE EMERGENCY CHILLER PURCHASE FOR THALIA MARA HALL			
5.	Schedule (beginning date)	8/20/2024			
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE			
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Human & Cultural Services			
8.	COST	N/A			
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	From Account Number: 406-43350-6812	Amount: \$221,871.00 for the chiller		
		From Account Number: 406-43350-6812	Amount: \$32,208.00 for the labor/services		
10.	EBO participation	ABE _____% AABE _____% WBE _____% HBE _____% NABE _____%	WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___	N/A ___ N/A ___ N/A ___ N/A ___ N/A ___	

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING THE PURCHASE OF A YORK AIR-COOLED CHILLER FOR THALIA MARA HALL MADE PURSUANT TO THE MAYOR'S AUGUST 20, 2024, DECLARATION INVOKING EMERGENCY PROCUREMENT PROCEDURE is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Sondra Moncure, Special Assistant S.M.C. 10/1/24
Justin Powell, Deputy City Attorney JP 10-1-24

10/1/24

Date

OFFICE OF THE CITY ATTORNEY
10/1/24

**Declaration Invoking Emergency Procurement Procedure
Department of Human & Cultural Services
Thalia Mara Hall**

I. REQUEST

Thalia Mara Hall recently experienced a microbial growth event. This occurred due to an improperly functioning HVAC system that failed to regulate the indoor environment leading to high humidity and resulting fungal growth. After being alerted of the microbial growth, the Department of Human and Cultural Affairs acted quickly to procure professional testing of the fungal growth and of air quality. This testing has concluded, and recommendations have been made for the proper remediation of Thalia Mara Hall.

The recommendations are as follows:

01. Immediate stabilization of indoor environment and repair of the HVAC system.
02. Removal of carpet from stage North until the end of the first section. The fungal communities are pronounced in this substrate visually, this is indicative of the presence of non-visible hyphae growth underneath and through the carpet substratum. This will remain a reservoir for future contamination. The second half of the 1st floor section in the main auditorium may be able to be cleaned but exploratory samples should be taken to discount or confirm subsurface fungal spread. The carpeting on the 1st floor main auditorium should be cleaned if removal and replacement is not an immediate option. Cleaning of the carpeting may be accomplished using a steam injection and water extraction device which will clean any soiled or stained areas yet remove residual moisture from the carpeting. Hard surfaces in the conference room, such as tables and chairs, should be damp wiped using a mild detergent solution. A HEPA-equipped air filtration device (AFD) should be operated in the conference room during all cleaning activities to reduce the amount of aerosolized dust and potential mold spores.
03. All hard surfaces should be damp wiped with a mild detergent and fungicidal solution. This includes floors, walls, return and supply air vents, chair armrests, handrails, hard portions of seatbacks, furniture, counter tops and flat surfaces.
04. All soft upholstery surfaces should be cleaned with appropriate mild detergent and fungicidal solution where appropriate to use. Steam injection can be the first stage to this process for immediate removal of organics and fungal mass.
05. Fungal growth on hard metal surfaces should be vigorously cleaned with mild detergent and fungicidal solution. No bleach for stainless steel surfaces. Hard metal surfaces can also be wet wiped using soap and water. This would include the fan blades, housing, and supporting metal components. The air handler unit must be taken offline and de-energized during all servicing and cleaning activities.

06. Contact cleaning of the supply air diffusers in the ceilings on the ground, 2nd, and 3rd floors. This may be accomplished by simply removing the spring-loaded portion of the diffuser and cleaning using a mild detergent solution. The surrounding ceiling may also be damp wiped using a mild detergent solution.
07. The interior of the interior ground floor air handler unit should be contact cleaned where accumulated dust and mold growth was present in the fan housing compartment. The surfaces of the insulation can be damp wiped using a mild detergent solution. Hard metal surfaces can also be wet wiped using soap and water. This would include the fan blades, housing, and supporting metal components. The air handler unit must be taken offline and de-energized during all servicing and cleaning activities.
08. All surfaces in the ground floor Lobby area should be disinfected and wiped down with mild detergent and fungicidal solution. Careful attention should be paid to Sampling site #11 room and adjacent wall surfaces. Furniture should be thoroughly cleaned. Wooden doors with significant fungal impact should be removed and replaced. All based boards need to be cleaned with mild detergent and fungicidal solution and I would recommend the removal and replacement of the two sections most impacted by dematiaceous.
09. It is recommended there be a final air quality clearance survey post implementation of remediation strategy to assess surfaces and to conduct a reduced spore trap survey. As well as to conduct a psychrometric survey to ensure HVAC is performing to specifications.
10. A HEPA-equipped air filtration device (AFD) should be operated in all fungal impacted locations during all cleaning activities to reduce the amount of aerosolized dust and potential mold spores.

Due to several upcoming scheduled events at Thalia Mara Hall combined with the nature of the emergency (fungal growth) and the need to act quickly lest the growth spread and/or come back after it has been professionally remediated, the Department of Human and Cultural Services must quickly procure equipment, goods, and professional services to address the above recommendations.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1(f) of the Mississippi Code Annotated of 1972, as amended, as the "immediate restoration of a condition of usefulness of any public building (Thalia Mara Hall) ... appears advisable." Further, pursuant to 31-7-1(f), a "delay incident to obtaining competitive bids could cause adverse impact upon the governing authorities, its employees, and/or its citizens."

As such, the Department of Human and Cultural Services requests permission to address the recommendations listed above pursuant to Mississippi Code Section 31-7-13(k) which will suspend the requirements for competitive bidding. This is needed because the delay inherently caused by competitive bidding, in this emergency situation, would be detrimental to the best interests of the city and its citizens.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Deputy Director Mike Williams outlining the need for the immediate purchase and installation of a chiller that will eventually be incorporated into the final HVAC system along with a quote from Johnson Controls for said chiller. I am also including the industrial hygienist's report and photos. I have previously obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.



Mike Williams
Deputy Director, Department of Human &
Cultural Services

8/16/2024

DATE



P. Pamela Scott
Director, Department of Human &
Cultural Services

8/16/24

DATE

II. REVIEWED AND APPROVED



Drew Martin
City Attorney

8/20/24

DATE



Fidelis Malembeka
Chief Financial Officer

08/20/24

DATE



Louis Wright
Chief Administrative Officer

8/20/2024

DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the microbial growth event discussed in this Declaration that occurred at Thalia Mara Hall constitutes an emergency as defined in Section 31-7-1(f) of the Mississippi Code Annotated of 1972, as amended.

As such, the Department of Human and Cultural Services is authorized to make any purchases that may be needed to address the recommendations contained in the industrial hygienist's report pursuant to Mississippi Code Section 31-7-13(k)

Accordingly, this request is approved, effective _____.



CHOKWE A. LUMUMBA
Mayor

8/20/24

DATE

August 8, 2024

To: City of Jackson

Project: Thalla Mara Hall-Stock Air Cooled Chiller



181 DAVIS JOHNSON DRIVE
RICHLAND, MS 39218
United States

JOHNSON CONTROLS PROPOSAL

HVAC EQUIPMENT

A. Stock Chiller

Furnish NEW STOCK 233 Ton Air Cooled Chiller

- 1 York YVAA0233 Packaged Air-Cooled Screw Chiller Complete as Follows:
 - 233 Ton Nominal Capacity
 - 460/3/60 Voltage
 - R-513A Refrigeration
 - Screw Compressor
 - Single Point Power Circuit Breaker w/Lockable Handle
 - Full Charge of Refrigerant and Oil
 - Electronic Expansion Valve
 - Variable Speed Condenser Fans
 - Service Isolation Valves
 - Thermal Dispersion Flow Switch
 - Wire/Louvered Enclosure Panels
 - Neoprene Isolators
 - Connected Chiller Service Ready
 - 5 Year Compressor Parts Warranty
 - 1 Year Entire Unit Parts and Labor Warranty



Items Not Included:

- Chiller Warranties not listed above
- Delayed Startup
- Pumps or Pump Package
- Labor
- Installation
- Controls
- Sound Attenuation
- Spare Parts Kits
- Accessories other than shown above

B. MECHANICAL EQUIPMENT SERVICES

*All work to be performed during normal Business Hours Monday – Friday 8am-6pm
Any work performed during hours other than the above will be subject to overtime charges*

- 1 **Chiller Setup/Takedown and Startup for Temporary Operation Includes:**
- Offloading, Rigging and Set in place Chiller for Temporary Operation on Grade in loading dock parking area
 - Crane Services as required
 - Installation of CW Supply and Return Hoses and Connections for Temporary Use
 - Installation of Electrical Cables Connections for Temporary Use
 - (1) Factory Authorized Chiller Startup
 - Verification of proper unit operation

Items Not Included:

- Commissioning or Test and Balance
- Controls or Controls Labor
- Chiller Relocation or secondary startup
- External Isolation
- Sound Attenuation
- Spare Parts Kits
- Accessories other than shown above

A. <u>Stock Chiller Total Price (excluding sales tax)</u>..... \$221,871.00
--

**Current Next available Stock Chiller Date 8/21/24
*Customer Purchase Order must be received and Chiller Order Placed to secure Stock Chiller inventory
Stock Chiller availability subject to "first come first serve basis"

**Lead Time for Built to Order Chillers 8-12 Weeks*

B. <u>Mechanical Equipment Services Total Price (excluding sales tax)</u>..... \$32,208.00

The impacts of COVID-19 cannot be reasonably determined at this time. This quote/proposal does not account for any potential adverse impacts COVID-19 may have on JCI performance or obligations herein. In the event of any delays or adverse impacts, JCI reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind.

Important: This proposal incorporates by reference the Terms and Conditions attached

This proposal is hereby accepted, and Johnson Controls is authorized to proceed with the work, subject to credit approval by Johnson Controls, Inc. Milwaukee, WI.

THIS QUOTATION IS VALID UNTIL
August 31, 2024
JOHNSON CONTROLS, INC.

Johnson Controls, Inc.


Purchaser - Company Name



DEPARTMENT OF HUMAN AND CULTURAL SERVICES

MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

FROM: Dr. Pamela Scott, Director 
Department of Human and Cultural Services

DATE: October 1, 2024

SUBJECT: ORDER RATIFYING THE PURCHASE OF A YORK AIR-COOLED CHILLER FOR THALIA MARA HALL MADE PURSUANT TO THE MAYOR'S AUGUST 20, 2024, DECLARATION INVOKING EMERGENCY PROCUREMENT PROCEDURE.

This memo is for an order requesting ratification and approval of payments for services rendered to Thalia Mara Hall. The order includes the following goods and services:

From Account Number:	Amount:
406-43350-6812	\$221,871.00 for the chiller
From Account Number:	Amount:
406-43350-6812	\$32,208.00 for the labor/services

The total amount to be ratified and remitted to these vendors is \$254,079.00

Please review the attached order and let me know if you have any questions or require further information.

Thank you,

PS/MW

34

RECEIVED THE CITY OF JEROME
K. Wilson
9/3/24

ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM ONE (1) VENDOR AND AUTHORIZING PAYMENT TO JOHNSON CONTROLS

WHEREAS, the Transit Services Division of the Department of Planning and Development had need of certain necessary parts, equipment, and services necessary to the operation and maintenance of the City's transit system; and

WHEREAS, the Transit Services Division had a service call to repair the air in the Training Room in the Maintenance Building at the JTRAN Administrative and Maintenance Facility (JAMF); and

WHEREAS, due to emergency circumstances, the purchase and procurement of these necessary parts, equipment, and services was done without prior approval of the City Purchasing Manager; and

WHEREAS, the parts and equipment set forth in the invoices were delivered and used in the safety, operation, and maintenance of the City's transit system; and

WHEREAS, in order to ensure the continued safety, proper operation, and maintenance of the City's transit system, the Transit Services Division is requesting that the purchases and procurement of services from Johnson Controls for six hundred ninety-eight dollars and eighty cents (\$698.80) be ratified.

IT IS, THEREFORE, ORDERED that the purchases and procurement of services from one (1) vendor be ratified and payment authorized to Johnson Controls for six hundred ninety-eight dollars and eighty cents (\$698.80).

Agenda Item No: 34
10.8.2024
(Keeton, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 9/10/2024

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM ONE (1) VENDOR AND AUTHORIZING PAYMENT TO JOHNSON CONTROLS
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	Infrastructure & Transportation
3.	Who will be affected	All residents and visitors of the City of Jackson.
4.	Benefits	All residents and visitors of the City of Jackson.
5.	Schedule (beginning date)	
6.	Location:	JAMF
7.	Action implemented by: City Department	Department of Planning & Development Transportation Planning Division
8.	COST	Not to exceed \$698.80
9.	Source of Funding General Fund X Grant X Bond Other	187.565.20.6461: \$698.80 Grant: \$559.04 General Fund: \$139.76
10.	WBE Participation	ABE % WAIVER yes no N/A <u>X</u> AABE % WAIVER yes no N/A <u>X</u> WBE % WAIVER yes no N/A <u>X</u> HBE % WAIVER yes no N/A <u>X</u> NABE % WAIVER yes no N/A <u>X</u>

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Jhai Keeton, Director
Department of Planning & Development

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

DATE: August 29, 2024

RE: Agenda Item for September 10, 2024 City Council Meeting

The attached agenda item is an order ratifying purchases and procurement of services from certain vendors and authorizing payments to said vendors. Due to exigent circumstances, the purchase and procurement of these necessary parts, equipment, and services was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson.


If you have any questions, please call Christine Welch, Deputy Director, Office of Transportation at (601) 960-1909 or e-mail cwelch@jacksonms.gov


Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY


This ORDER RATIFYING PURCHASE AND PROCUREMENT OF SERVICES FROM ONE (1) VENDOR AND AUTHORIZING PAYMENT TO JOHNSON CONTROLS is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Romona Williams, Deputy City Attorney 



Date

OFFICE OF THE CITY ATTORNEY

9/13/14

35

ORDER AUTHORIZING THE MAYOR TO EXECUTE GRANT AGREEMENT BETWEEN THE CITY OF JACKSON AND MICROENTERPRISES TO EXPEND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) FUNDING FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), TOTALING \$80,359.66 FOR ECONOMIC DEVELOPMENT ACTIVITIES IN THE JACKSON METROPOLITAN STATISTICAL AREA (MSA).

OFFICE OF THE CITY ATTORNEY
RIVER
8/20/24

WHEREAS, the City of Jackson applied for and on April 2, 2020, received funds in the amount of \$1,467,283 from the Department of Housing and Urban Development (HUD) for the execution and implementation of the Community Development Block Grant COVID-19 Program (CDBG-CV) pursuant to Title I of the Housing and Community Development Act of 1974, as amended, and pursuant to the Coronavirus Aid, Relief, and Economic Security Act (CARES Act);

WHEREAS, the City of Jackson, in accordance with its Consolidated Plan, Annual Action Plan, and Small Business Grant Program Procedures, desires to provide CDBG-CV funds to Small Business Enterprises (SBEs)/Micro-Enterprises and are suffering financially as a result of the COVID-19 pandemic;

WHEREAS, “Micro-Enterprises” refer to small, commercial businesses that are owned and operated by five or fewer employees, with at least one of the employees owning the business.

WHEREAS, the Micro-Enterprises, listed Page 2 have submitted to the City of Jackson, Planning Department-Office of Housing and Community Development, applications for grants that reimburse the Micro-Enterprises’ expenses related to maintaining their operations in response to the detrimental financial impact experienced due to COVID-19 pandemic;

WHEREAS, the City of Jackson has determined that these Micro-Enterprises met the following criteria:

- Operate their business within the city limits of Jackson, Mississippi and utilize the City of Jackson Water System
- Employ residents of the United States
- Been in operation on or before March, 2019
- Completed the grant application with all requisite submissions
- Be a for-profit business
- Have \$250,000 or less in annual gross revenue (for calendar year 2029)
- Have 4 or fewer W-2 employees (including the owners of the business)
- Do not have any outstanding liens, violations, or debts owed to the City of Jackson
- Have expenses that meet the conditions of the federal regulations governing the Community Development Block Grant COVID-19 Program (CDBG-CV) pursuant to Title I of the Housing and Community Development Act of 1974, as amended, and pursuant to the Coronavirus Aid, Relief, and Economic Security Act (CARES Act);

Agenda Item No: 35
10.8.2024
(Keeton, Lumumba)

WHEREAS, City of Jackson will enter agreements with these Micro-Enterprises in accordance with City of Jackson, Ordinance Number 2020-21 (2). The substantive provisions of these agreements will include but not be limited to the following:

- Length of service
- Effective date and termination date
- Scope of work or service to be performed
- Fees, expenses, or charges paid
- Limit on the aggregate amount of funds of the agreement
- Legal name of the parties to the agreement
- Domicile and business address of each party to the agreement
- Any other provision deemed substantive (mayor, department director) who placed the order for the agreement on the agenda

WHEREAS, the Micro-Enterprises warrant that they will seek reimbursement for up to 12 months' expenses related to maintaining operations, including internal and external repairs and renovations of their small business due to the COVID-19 pandemic; or reimbursement for up to twelve (12) months of rent or mortgage payments provided that the Micro-Enterprises are not delinquent on rent; or staff salaries for their businesses; or utilities for the business (electricity, natural gas, and water, sewer).

WHEREAS, the Department of Planning and Development, through its Office of Housing and Community Development Division (OHCD) and Office of Economic Development (OED) recommend that the Mayor be authorized to use CDBG-CV CARES Act funds to provide grants to Microenterprises (listed below) in the City of Jackson in the amount of eight thousand three hundred fifty-nine dollars and sixty-six cents (\$80,359.66); and

IT IS THEREFORE, ORDERED that the Mayor is authorized to enter agreements with these Micro-Enterprises and expend CDBG-CV CARES Act funds in amounts not to exceed eight thousand three hundred fifty-nine dollars and sixty-six cents (\$80,359.66).

Downtown Snack Shop	\$ 5,327.67
Jax-Zen LLC	\$11,100
Urban Foxes	\$20,000
Cannon Consulting, LLC	\$ 3,300
Taste of the Island	\$10,000
Just4Kids	\$16,654
Tracey Kuts & Salon	\$ 4,630.90
Freedom Corner Barber & Beauty	\$ 8,547.09
TOTAL	\$80,359.66

Item No: _____
 Date: _____
 By: _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

Date: August 07, 2024

	POINTS	COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE GRANT AGREEMENT BETWEEN THE CITY OF JACKSON AND MICROENTERPRISES TO EXPEND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) FUNDING FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), TOTALING \$80,359.366 FOR ECONOMIC DEVELOPMENT ACTIVITIES IN THE JACKSON METROPOLITAN STATISTICAL AREA (MSA).
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	5. Economic Development
3.	Who will be affected	Eligible Small businesses in the city of Jackson
4.	Benefits	To provide CDBG funding for eligible economic development activities.
5.	Schedule (beginning date)	
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	All Wards
7.	Action implemented by: <input checked="" type="checkbox"/> City Department <input type="checkbox"/> Consultant	Office of Economic Development
8.	COST	\$80,359.66
9.	Source of Funding <input type="checkbox"/> General Fund <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other	CDBG Funds
10.	EBO participation	ABE ___ % WAIVER yes ___ no ___ N/A <input checked="" type="checkbox"/> AABE ___ % WAIVER yes ___ no ___ N/A <input checked="" type="checkbox"/> WBE ___ % WAIVER yes ___ no ___ N/A <input checked="" type="checkbox"/> HBE ___ % WAIVER yes ___ no ___ N/A <input checked="" type="checkbox"/> NABE ___ % WAIVER yes ___ no ___ N/A <input checked="" type="checkbox"/>

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

FROM: Jhai Keeton, Director of Planning
Department of Planning & Development

DATE: August 07, 2024

RE: ORDER AUTHORIZING THE MAYOR TO EXECUTE GRANT AGREEMENTS BETWEEN THE CITY OF JACKSON AND MICROENTERPRISES TO EXPEND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) FUNDING FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), TOTALING \$95,463.66 FOR ECONOMIC DEVELOPMENT ACTIVITIES IN THE JACKSON METROPOLITAN STATISTICAL AREA (MSA).

The Department of Planning and Development, through its Office of Economic Development (OED), recommends that the Mayor be authorized to use CDBG-CV CARES ACT funds to provide grants to microenterprises in the City of Jackson, expending CARES ACT funds in an amount not to exceed Eight thousand three hundred fifty-nine dollars and sixty-six cents (\$80,359.66), to promote economic development in the city of Jackson


Cc: Yika Hoover, Deputy Director, Office of Economic Development



Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE GRANT AGREEMENT BETWEEN THE CITY OF JACKSON AND MICROENTERPRISES TO EXPEND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) FUNDING FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), TOTALING \$80,359.66 FOR ECONOMIC DEVELOPMENT 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 



Date

BUSINESS	AMOUNT AWARDED	VENDOR APP RECEIVED	DUPLICATION OF FUNDS CERT. FORM RECEIVED	1046-t Form Received	Ward	Image Release Form Received	BL No.
Downtown Snack Shop	\$5,327.67	Y	Y	Y	7	Y	50455
Jax-Zen LLC	\$11,100	Y	Y	Y	7	Y	51809
Urban Foxes	\$20,000	Y	Y	Y	7	Y	52812
Cannon Consulting LLC	\$3,300	Y	Y	Y	7	Y	58273
Taste Of the Island	\$10,800	Y	Y	Y	2	Y	46431
Just4Kids	\$16,654	Y	Y	Y	3	Y	52754
Tracey Kuts & Salon	\$4,630.90	Y	Y	Y	2	Y	52247
Freedom Corner Barber & Beauty	\$8,547.09	Y	Y	Y	3	Y	33047
Total	\$80,359.66						

I am JXN Microenterprise Grant Agreement

THIS AGREEMENT entered into on _____, 2024 by and between the **City of Jackson, Mississippi**, (hereinafter referred to as the “Grantor”) and _____ (hereinafter referred to as the “Grantee”), a Limited Liability Company (form of business structure) authorized to do business in the State of Mississippi, having its principal offices at _____

WITNESSETH:

WHEREAS, the Grantor has applied for and received funds from the United States Department of Housing and Urban Development (hereinafter referred to as HUD) for the execution and implementation of the Community Development Block Grant COVID-19 Program (CDBG-CV) pursuant to Title I of the Housing and Community Development Act of 1974, as amended, and pursuant to the Coronavirus Aid, Relief, and Economic Security Act (CARES Act);

WHEREAS, the Grantor, in accordance with its Consolidated Plan, Annual Action Plan, and Small Business Grant Program Procedures, desires to provide CDBG-CV funds to Small Business Enterprises (SBEs) who are suffering financially as a result of the COVID-19 pandemic;

WHEREAS, the Grantee has submitted to the Grantor an application for a grant for the reimbursement of expenses related to maintaining operations in response to a detrimental financial impact experienced due to the COVID-19 pandemic;

WHEREAS, the Grantor has determined that the expenses meet the conditions of the federal regulations governing Community Development Block Grant programs as well as the conditions set forth in the Grantor’s Small Business Grant Procedures Manual description and desires to assist the Grantee;

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth, it is agreed as follows:

PART I DEFINITION AND PURPOSE

A. DEFINITIONS

- 1) “GRANTOR” means CITY OF JACKSON, MISSISSIPPI - GOVERNMENT
- 2) “GRANTEE” means SMALL BUSINESS ENTERPRISES
- 3) “HUD” means the Secretary of the U.S. Department of Housing and Urban Development or a person authorized to act on its behalf.
- 4) “CDBG” means the Community Development Block Grant Program
- 5) “CDBG-CV” means the Community Development Block Grant Coronavirus Aid, Relief, and Economic Security Act, also known as the “CARES Act”, established in response to the economic fallout of the COVID-19 pandemic.
- 6) Full-Time Equivalents (FTEs) means an employee working at least 40 hours weekly; or two part-time employees.

- 7) National Objective means the HUD-approved objective for developing viable communities by expanding economic opportunities primarily for persons in low- to moderate-income areas.
- 8) "LMI" means low- to moderate-income.
- 9) "LMA" means low- to moderate area benefit for activities that benefit a residential neighborhood, benefiting all residents in a particular area, where at least 51 percent of the residents are LMI persons.
- 10) "LMC" means a limited clientele category where 51 percent of the beneficiaries of an activity have to be LMI persons.
- 11) "LMJ" means job creation and retention LMI benefit addresses activities designed to create or retain permanent jobs, at least 51 percent of which (computed on a full-time equivalent basis) will be made available to or held by LMI persons.

B. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Grantee will implement the Scope of Services set forth within this Agreement. Financial assistance provided under this Agreement will help businesses survive this health crisis. The Community Development Block Grant National Objective of assistance to low-to-moderate-income (LMI) persons will be achieved as grants to expand economic opportunities within a Community Development Block Grant National Objective that benefits low- moderate-income persons in low- moderate-income areas. Consistent therewith, the above-stated Whereas Clauses are restated, adopted, and made a part hereof.

PART II SCOPE OF SERVICES, ELIGIBLE ACTIVITIES, AND NATIONAL OBJECTIVE

A. SCOPE OF SERVICES

The Grantee income shall, in a satisfactory and proper manner as determined by GRANTOR, perform the tasks outlined in Exhibit "A" (attached hereto and made a part hereof).

B. ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The project is being carried out as assistance provided to a private, for-profit business under 24 CFR Part 570.203 "Special economic development activities." Grant proceeds can be used for the following purposes:

- Reimbursement for up to 12 months' expenses related to maintaining operations, including internal or external repairs and renovations, of a small business experiencing a negative financial impact due to the COVID-19 pandemic.
- Reimbursement for up to twelve (12) months of rent or mortgage payment. Applicants must not be delinquent on rent.
- The construction, reconstruction, rehabilitation, or installation of commercial buildings, structures, and other real property equipment and improvements,

- Staff Salaries (Payroll) for the business.
- Utilities for the business (Electricity, Natural Gas, and Water/Sewer)

The maximum request is limited to \$20,000, and the minimum is limited to \$1,000.

The CDBG National Objective of assistance to low-to-moderate income (LMI) persons will be achieved as grants to businesses that meet the Low Mod Area (LMA), Low Mod Clientele (LMC), or Low Mod Jobs (LMJ) criteria in accordance with HUD-provided guidelines.

PART III GRANT TERMS, TIME OF PERFORMANCE, DISBURSEMENT, CONDITIONS OF FUNDING, AND DEFAULT

A. GRANT AMOUNT

The Grantor agrees to grant on a reimbursement basis to the Grantee the amount of _____ (the "Grant") of CDBG-CV funds for payment of eligible costs associated with the Project, as outlined in the Scope of Services, Exhibit "A." In no event shall the total disbursement exceed the maximum and total authorized Grant amount.

TIME OF PERFORMANCE

The effective date of this Agreement and all the rights and duties designated hereunder are contingent upon the timely release of funds for this Project under the grant agreement between HUD and the Grantor. The effective date of expenditures incurred shall be October 1, 2023, and remain in full force and effective through June 1, 2024. Only expenditures incurred during the program period will be considered for reimbursement. Invoices will not be honored that pre-date/post-date the effective dates above.

Businesses meeting the LMJ National Objective must adhere to the following time performance guidelines:

- a. The effective date for job retention shall be the date of this Agreement and remain in full force and effect for three months. The Grantee must provide the Grantor with proof of at least one full-time equivalent (FTE) job retained during this period. The person who retains the job must be a low-moderate-income person. For purposes of this Agreement, the person who retains the job will be considered income qualified if the salary paid for this full-time equivalent job does not exceed \$16,640 annually, the income limit for a single-person household.
- b. For jobs that pay more than the income limit for a single-person household, and if the job retained is held by a low to moderate-income person, the Grantee must provide income information for the employee's household. The annual household income must be less than the 80 percent income limit for the Jackson, Mississippi MSA.
- c. The Grantee must complete an Initial Payroll Report provided by the Grantor for their employees as of the date of this Grant Agreement. At the end of the three months, the Grantee

must submit a payroll report for their employees that shows three months of payroll.

B. DISBURSEMENT OF GRANT FUNDS

Grant funds shall be reimbursed to the Grantee for all costs permitted by Federal and Grantor guidelines. In no event shall the Grantor provide advance funding to the Grantee hereunder.

The Grantee shall submit to the Grantor a request for reimbursement form accompanied by an invoice attached hereto and made a part hereof and supporting documentation for each eligible cost to be uploaded as a required document into the online portal.

Invoices received from the Grantee pursuant to this Agreement shall be in a form acceptable to Grantor and reviewed and subject to approval by Grantor to verify that the funds have been expended in conformity with the Agreement. As part of the review process, Grantor reserves the right to request reasonable documentation as determined by Grantor, which shall be provided by Grantee as a prior condition of disbursement.

Upon grant approval, Grantor will process for payment of the approved amount. Invoices will normally be paid within forty-five (45) days following GRANTOR'S final approval.

C. CONDITIONS OF GRANT

The obligation of the Grantor to disburse Grant proceeds under this Agreement is subject to the following:

- 1) That the Grantee has the full power and authority to execute, deliver and perform the Grant Program Agreement and to enter into and carry out the transactions contemplated thereby. Such execution, delivery, and performance do not, and will not, violate any provision of law applicable to the Grantee and will not conflict with or result in a default under any agreement or instrument to which the Grantee is a party to or by which it or any of its property or assets is or may be bound. All of the documents necessary to document this transaction have, by proper action, been duly authorized, executed, and delivered, and all necessary actions have been taken to constitute the Grant Program Agreement valid and binding obligations of the Grantee.
- 2) That the representations and warranties of the Grantee are correct and that the Grantee agrees to immediately refund to the Grantor all monies paid to it under the Program if it is determined by the Grantor that any material misrepresentation was made by or on behalf of the Grantee which would have rendered the Grantee ineligible to receive the grant.
- 3) That the Grantee shall implement this Agreement in accordance with the applicable Federal, State, and local laws, ordinances, and codes, and amendments and additions thereto as may from time to time be made. The Federal, State, and local laws, ordinances, and codes are minimal regulations that may be supplemented by more restrictive guidelines set forth by Grantor.
- 4) That there are no actions, suits, or proceedings pending or threatened against or affecting the Grantee, if adversely determined, would individually or in the aggregate materially impair

the ability of the Grantee to perform any of its obligations under the Grant Program Agreement or adversely affect the financial condition of the Grantee. Grantee must notify within seven (7) business days of any such actions, suits, or proceedings pending or threatened against or affecting the Grantee.

- 5) That the Grantee is not in default under any of the Grant Program Agreement or the payment of any indebtedness for borrowed money or under any agreement or instrument evidencing any such indebtedness, and in no event has occurred which by notice, or passage of time or otherwise would constitute any such event of default.
- 6) That the Grantee shall abide by the stipulations, conditions, and covenants of this Agreement and shall duly pay all rent, taxes, assessments, insurance premiums, and other liabilities.
- 7) That the Grant funds shall only be used for the reimbursement of eligible costs as described in "Part I" of this Agreement. Grantee shall maintain such records as are necessary and convenient for the Grantor to verify that the use of the grant is in accordance with this Agreement.
- 8) That the Grantee shall obtain and provide to the Grantor a valid DUNS (Data Universal Numbering System) number from Dun and Bradstreet, as required by the United States Office of Management and Budget prior to executing this Agreement.
- 9) That the Grantee shall provide to the Grantor a valid completed vendor application & W9 form.
- 10) That disbursement will be contingent upon receipt of complete and accurate invoices and supporting documentation pursuant to the Agreement.
- 11) That the Grantee shall comply with all requirements imposed on the Grantor under its CDBG-CV Agreement including, without limitation, the requirements of 24 CFR Part 570 and the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).
- 12) That the Grantee shall give prompt notice in writing to the Grantor of any adverse development, legal, financial, or otherwise, which would materially affect its business, properties, or affairs or the ability of the Grantee to perform its obligations under this Agreement. Grantee must notify Grantor within seven (7) working days of any such adverse development.
- 13) That the Grantee shall not change the general character of its business as conducted or conceived of at the date hereof, engage in any type of business not reasonably related to its business as normally conducted, or relocate the business outside the approved program Jackson area.
- 14) That the business certifies that disbursements from this grant will not duplicate any funding from Federal programs (PPP, EIDL, SBA, etc.), State of Mississippi programs, or any other COVID-19-related funding programs.

D. DEFAULT

Each of the following shall be an "Event of Default":

- 1) Any representation or warranty made by the Grantee in the application herein or any other Grant Program Agreement or connection herewith shall prove incorrect in any material respect when made.
- 2) Grantee fails to maintain a business or services that were described in the application.
- 3) Grantee fails to maintain all required documents current that was initially submitted at the time of application and approved by the Grantor.
- 4) Grantee ceases to operate the business before the end of the Grant term.
- 5) Grantee fails to perform or observe any other terms or conditions contained in this Agreement.
- 6) Grantee fails to abide by program rules and regulations.
- 7) An unremedied adverse change in financial condition, organization, management, operation, or assets of Grantee which would warrant withholding or not making any further disbursements.
- 8) Grantee fails to notify the Grantor of adverse changes or impending litigation within the time specified in III.C.4.

E. REMEDIES FOR DEFAULT OF THE GRANT

In the event of a Default by the Grantee, the Grantor may at any time thereafter terminate this Agreement. In such event, the Grantor will declare the grant immediately due and payable, at which time all sums paid to the Grantee shall immediately become due and payable. Grantor shall promptly advise Grantee in writing of the acceleration under this paragraph, but failure to do so shall not impair the effect of such declaration.

**PART IV
GENERAL CONDITIONS**

A. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

In carrying out the project, the Grantee shall not discriminate based on race, color, disability, national origin, religion, familial status, or sex, exclude any person from the benefits of or subject any persons to discrimination under any activity carried out by the performance of this Agreement.

B. EVALUATION AND MONITORING

The Grantee agrees that Grantor will carry out periodic monitoring and evaluation activities, as determined necessary by Grantor, during the term of this Agreement. Upon Grantor request, the Grantee agrees to furnish and make copies of such records and information as is determined necessary by Grantor. Additionally, the Grantee shall submit the information required by GRANTOR and HUD to enable Grantor to evaluate said progress and to enable GRANTOR to complete reports required

by HUD. The Grantee shall allow Grantor and HUD to monitor the Grantee on site. Such site visits may be scheduled or unscheduled as determined by GRANTOR or HUD.

C. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the Grantor, City of Jackson, HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Grantee to Grantor, the Grantor, HUD, or the Comptroller General of the United States for examination all its records with respect to all matters covered by the Agreement.

D. INDEMNIFICATION

The Grantee shall protect, defend, reimburse, indemnify, and hold the Grantor, its agents, employee, and elected officers harmless from and against all claims, liability, expense, loss, cost, damages, or causes of action of every kind of character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during the performance of the terms of this Agreement or due to the acts or omissions of the Grantee. The Grantee's aforesaid indemnity and hold harmless obligation, or portion of applications thereof shall apply to the fullest extent permitted by law. The Grantee further agrees to hold the Grantor harmless and will indemnify the Grantor for any funds which the Grantor is obligated to refund the Federal Government arising out of the conduct, any activities, and administration of the Grantee.

E. INSURANCE REQUIREMENT

The Grantee must carry liability and property insurance. If, for any reason, Grantee defaults on insurance payments, Grantor must be notified within three (3) working days. Grantee must maintain insurance throughout the duration of the Grant term if not all funds are immediately due and payable in accordance with the termination for cause section.

F. CONFLICT OF INTEREST

The Grantee covenants that no person who presently exercises any functions or responsibilities in connection with the project has any personal financial interest, direct or indirect, which would conflict with any manner or degree with the performance of this Agreement and that no person having any conflict of interest will be employed by or subcontracted by the Grantee. Any possible conflict of interest on the part of the Grantee or its employees shall be disclosed in writing to Grantor.

G. TERMINATION

The Grantor may terminate this Agreement at any time for cause or convenience upon written notice to the Grantee. In the event of early termination, the Grantee shall not be relieved of liability to the Grantor for damages sustained by the Grantor by virtue of any breach of the Agreement by the Grantee, and the Grantor may withhold any payment to the Grantee for set-off purposes until such time as the exact amount of damages due to the Grantor from the Grantee is determined.

1) TERMINATION FOR CAUSE

If, through any cause, Grantee shall fail to fulfill in the timely and proper manner its obligations under this Agreement, or if Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the Grantor shall thereupon have the right to terminate this Agreement early or suspend payments, in whole or part, by giving written

notice of such termination or suspension of payments and specifying the effective date of the termination or suspension. The Grantee shall repay the full value of the Grant, unless otherwise specified by Grantor, within thirty (30) days of receiving the termination notice from the Grantor.

2) TERMINATION DUE TO CESSATION

In the event the grant to the Grantor under Title I of the Housing and Community Development Act of 1974 (as amended) and the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) is suspended or terminated, the Agreement shall be suspended or terminated effective on the date HUD specifies.

In the event the business ceases to exist or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the Grantor specifies. The determination that the Grantee has ceased or suspended the operation of its business shall be made solely by the Grantor, and the Grantee, its successors, or assigns in interest agrees to be bound by the Grantor's determination. The Grantee shall repay the full value of the grant, unless otherwise specified by Grantor, within thirty (30) days of receiving the termination notice from the Grantor.

3) TERMINATION FOR CONVENIENCE OF THE GRANTOR

The Grantor may terminate this Agreement at any time by giving at least ten (10) working days' notice in writing from the Grantor to the Grantee. If this Agreement is terminated early by the Grantor as provided herein, the Grantee will be reimbursed for allowable expenses until the effective date of the termination.

4) TERMINATION FOR CONVENIENCE OF THE GRANTEE

The Grantee may terminate this Agreement at any time by giving at least ten (10) working days prior written notice to Grantor. If the Grantee has received funds through this Agreement, the Grantee shall return all funds to the Grantor prior to the termination of this Agreement.

H. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

AMENDMENTS

The Grantor may, at its discretion, amend this Agreement to conform to changes in Federal, State, local, or HUD guidelines, directives, and objectives. Such Amendments shall be incorporated by written amendment as part of this Agreement.

I. NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery, electronic mail, or other delivery service requiring signed acceptance. Such notice shall be deemed given on the day on which it personally served, if by mail, on the day of actual receipt, or by electronic mail, on the day it was sent. Grantees are required to check emails regularly. If sent to the

Grantor, notices shall be addressed to:

Mailing Address:

City of Jackson
Department of Planning & Development
Office of Economic Development
200 S President St, Ste 223
Jackson, MS 39201

If sent to the Grantee, notices shall be addressed to:

Name of Owner Business Name

Address

J. NO FORFEITURE

The rights of the Grantor under this Agreement shall be cumulative, and failure on the part of the Grantor to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

K. ENTIRETY OF CONTRACTUAL AGREEMENT

The Grantor and Grantee agree that this Agreement sets forth the entire Agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions in this Agreement may be added to, modified, superseded, or otherwise altered except by a written instrument executed by the parties hereto.

This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitute the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

L. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

M. NON ASSIGNABILITY

Neither party shall assign, subcontract or transfer any rights or delegate any duties arising under this Agreement without prior written consent of the other party.

N. ATTORNEY'S FEES

Should Grantor successfully bring any manner of legal action against Grantee, or successfully defend against any suit brought by Grantee, arising out of or in connection with this Agreement, Grantee agrees to pay all reasonable attorneys' fees as well as costs incurred by Grantor in bringing or defending such an action, through and including all appeals.

O. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

P. LEGAL COUNSEL

Grantee is encouraged to seek the advice of Grantee’s legal counsel prior to entering into this Agreement.

Q. PUBLIC DISCLOSURE

Information provided by the Grantee may be subject to public disclosure.

F. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, and the venue for any action shall be in Jackson, Mississippi.

Failure to comply with the above-mentioned Conditions and Assurances or breach of any terms of the Grant Agreement, violation of the policies and procedures governing the CARES ACT: Economic Development Component, or violation of any and all applicable federal and state laws and regulations will result in the termination of the Contract and the demand for repayment of any grant funds.

IN WITNESS WHEREOF, this Contract is executed by the Parties hereto on this the _____ day of _____, 2024.

CITY OF JACKSON, MISSISSIPPI

BUSINESS:

BY: _____

BY: _____

MAYOR

OWNER

EXHIBIT "A"
SCOPE OF SERVICES

SCOPE OF SERVICES

The Grantee income shall, in a satisfactory and proper manner as determined by GRANTOR, perform the tasks outlined in Exhibit "A" (attached hereto and made a part hereof).

ELIGIBLE ACTIVITIES

The project is being carried out as assistance provided to a private, for-profit business under 24 CFR Part 570.203 "Special economic development activities." Grant proceeds can be used for the following purposes:

- Reimbursement for up to 12 months' expenses related to maintaining operations, including internal or external repairs and renovations, of a small business experiencing a negative financial impact due to the COVID-19 pandemic.
- Reimbursement for up to twelve (12) months of rent or mortgage payment. Applicants must not be delinquent on rent.
- Staff Salaries (Payroll) for the business.
- Utilities for the business (Electricity, Natural Gas, and Water/Sewer)

The maximum request is limited to \$20,000, and the minimum is limited to \$1,000.

NATIONAL OBJECTIVE

The CDBG National Objective of assistance to low-to-moderate income (LMI) persons will be achieved as grants to businesses that meet the Low Mod Area (LMA), Low Mod Clientele (LMC), or Low Mod Jobs (LMJ) criteria in accordance with HUD-provided guidelines.

EXHIBIT "B"

**INVOICE COVER SHEET FOR PROGRAM PARTICIPANTS OF THE
I AM JACKSON MICROENTERPRISE ASSISTANCE
GRANT PROGRAM**

Program Participant Business Name: _____

Invoice period from October 1, 2023, to June 1, 2024

CATEGORY OF REQUESTED ITEM	AMOUNT REQUESTED
RENT	\$
MORTGAGE	\$
ELECTRICITY	\$
GAS	\$
WATER	\$
OTHER:	\$

Total Amount Approved: _____

Total Amount of First Check: _____

Submitted by Business Representative: _____



ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

September 11, 2020

The Honorable Chokwe Lumumba
Mayor of Jackson
P.O. Box 17
Jackson, MS 39205

Dear Mayor Lumumba:

I am pleased to inform you of a special allocation to your jurisdiction of Community Development Block Grant funds to be used to prevent, prepare for, and respond to the coronavirus (COVID-19). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.

The CARES Act made available \$5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds. Of this amount, the Department immediately allocated \$2 billion on March 27, 2020, the same day President Trump signed the Act, based on the fiscal year 2020 CDBG formula; this constituted the first round of CDBG-CV funds. Next, \$1 billion was required by the Act to be allocated to States and insular areas within 45 days of enactment of the Act; HUD accomplished this on May 11, 2020, and this constituted the second round of CDBG-CV funds. Finally, the remaining \$2 billion in CDBG-CV funds was required by the Act to be allocated to states and local governments at the discretion of the Secretary on a rolling basis; HUD accomplished this on September 11, 2020, and this constituted the third round of CDBG-CV funds. Additionally, up to \$10 million will be set aside for technical assistance.

Accordingly, this letter informs you that your jurisdiction's allocation for the third round is \$1,467,283. Your cumulative amount for all allocation rounds is \$2,566,508.

The CARES Act adds additional flexibility for both the CDBG-CV grant and, in some cases, for the annual FY2019 and FY2020 CDBG grants in these unprecedented times. The public comment period is reduced to not less than 5 days, grantees may use virtual public hearings when necessary for public health reasons, the public services cap is suspended during the emergency, and States and local governments may reimburse costs of eligible activities incurred for pandemic response regardless of the date.

In addition, the CARES Act authorizes the HUD Secretary to grant waivers and alternative requirements of statutes and regulations the HUD Secretary administers in connection with the use of CDBG-CV funds and fiscal year 2019 and 2020 CDBG funds (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment). Waivers and alternative requirements can be granted when necessary to expedite and facilitate the use of funds to prevent,

prepare for, and respond to coronavirus.

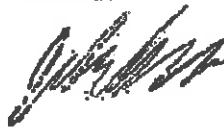
The CDBG CARES Act Federal Register Notice (FR-6218-N-01) was released on August 10, 2020. The notice describes the allocations and grant procedures applicable to the CDBG-CV grants. It also describes the program flexibilities, waivers, and alternative requirements that apply to the CDBG-CV grants as well as the fiscal year 2019 and 2020 CDBG grants. As further such flexibilities become available, they will be posted on HUD's website and distributed to grantees. The Department will also support grantees with technical assistance.

As you develop your plan for the use of these grant funds, we encourage you to consider approaches that prioritize the unique needs of low- and moderate-income persons and the development of partnerships between all levels of government and the private for-profit and non-profit sectors. You should coordinate with state and local health authorities before undertaking any activity to support state or local pandemic response. CDBG-CV grants will be subject to oversight, reporting, and the requirement that each grantee have adequate procedures to prevent the duplication of benefits (DOB). HUD will provide guidance and technical assistance on DOB, the prevention of fraud, waste, and abuse, and on documenting the impact of this program for beneficiaries.

Reminder, all CPD Grantees must ensure they maintain active Dun and Bradstreet Numbering System (DUNS) numbers in the System for Award Management (SAM) system. Entities must have an active and unexpired DUNS before execution of grant agreements to avoid delays in the obligation of funds- which will delay your ability to drawdown funds in the Integrated Disbursement & Information System (IDIS). Grantees are required to maintain an active SAMs registration by re-activating their DUNS number annually in the SAM system for the entire drawdown period of their grants. DUNS numbers can be registered and renewed each year at the following website: <https://www.sam.gov/SAM/>.

The Office of Community Planning and Development (CPD) is looking forward to working with you to successfully meet the urgent and complex challenges faced by our communities. If you or any member of your staff has questions, please contact your local CPD Field Office Director or CPDQuestionsAnswered@hud.gov.

Sincerely,



John Gibbs
Acting Assistant Secretary
for Community Planning and Development
U.S. Department of Housing and Urban Development

Funding Approval/Agreement
Title I of the Housing and Community
Development Act (Public Law 99-555)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Community Development Block Grant Program

OMB Approval No. 2506-0193
 exp 5/31/2018

1. Name of Grantee (as shown in Item 8 of Standard Form 424) Jackson	3a. Grantee's 9-digit Tax ID Number 646009503	3b. Grantee's 9-digit DUNS Number 159732751
2. Grantee's Complete Address (as shown in Item 8 of Standard Form 424) 200 S President St Jackson, MS 39201-4307	4. Date use of funds may begin (mm/dd/yyyy) 11/30/2021	5a. Project/Grant No. 1 B-20-MW-08-0003
	5b. Project/Grant No. 2	6a. Amount Approved \$2,568,506
		6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submission for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in Item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipients entities to which it renders funding assistance hereunder available.

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 09/11/2021	9b. Date Grantee Notified (mm/dd/yyyy) 11/30/2021	9c. Date of Start of Program Year (10/01/2020)	10. Check one <input type="checkbox"/> a. Only Funding Approval <input checked="" type="checkbox"/> b. Amendment Amendment Number
11. Amount of Community Development Block Grant		FY (2020)			
a. Funds Reserved for this Grantee		\$2,568,506			
b. Funds now being Approved					
c. Reservations to be Cancelled (11a minus 11b)					

13a. Amount of Loan Guarantee Commitment now being Approved N/A	13b. Name and complete Address of Public Agency Jackson (City OD) 200 S President St Jackson, MS 39201-4307
14. Loan Guarantee Acceptance Provisions for Designated Agencies The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	15. Name of A. Authorized Official for Designated Public Agency Chakita A. Lumbata Title Mayor
	Signature

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By							



U. S. Department of Housing and Urban Development

Jackson Field Office, Southeast / Caribbean
Dr. A. H. McCoy Federal Building, Room 910
100 West Capitol Street
Jackson, Mississippi 39269-1096

November 30, 2021

Valerie Tucker, Interim Deputy Director
City of Jackson
Office of Housing and Community Development
218 S. President Street
Jackson, MS 39201

Dear Ms. Tucker:

SUBJECT: CARES Act Award Transmittal

The Jackson Field Office would like to thank you for your continued diligence in responding to the coronavirus crisis. The Coronavirus Aid, Relief and Economic Security (CARES) Act provides funding to enable your community to prevent, prepare for, and respond to coronavirus through providing quality subsidized housing and expanding economic opportunities for low and moderate-income persons through Department of Housing and Urban Development (HUD) programs.

Your community has been awarded CARES Act funding as noted below. You will need to execute a grant agreement amendment for any subsequent rounds of funding in addition to the original grant agreement for Round 1 program funds.

One grant agreement or grant agreement amendment, as applicable, is attached for each program awarded as follows:

Community Development Block Grant Program (CDBG-CV) Round 3 \$2,568,508

Transmittal of a grant agreement or grant agreement amendment does not constitute approval of the activities described in your Consolidated Plan. You are reminded that you, as the grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. An executed Grant Agreement is a legally binding agreement.

CARES Act Provisions

The CARES Act awards follow the existing regulations for each program, with additional flexibilities and suspensions that have been provided by HUD as well as those that will be outlined in forthcoming applicable program Notices. Access the current waiver memoranda on HUD.gov here: https://www.hud.gov/program_offices/comm_planning. The Federal Register Notices for each program are posted on the HUD website as listed below:

- CDBG-CV Notice: https://www.hud.gov/sites/dfiles/CPD/documents/CDBG-CV_Notify_Federal_Register_Publication_2002-08.pdf

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all
www.hud.gov aspenof.hud.gov

Administrative Guidelines

Electronic signatures and email transmission are approved for the following:

- Grant agreements
- Grant agreement amendments
- IDIS Online Access Request Form (HUD 27055)
- Request for Release of Funds
- Direct Deposit Sign-Up form (SF-1199A)

The Chief Elected Official and/or designee should execute two (2) copies of each attached grant agreement or grant agreement amendment, as applicable. To establish a Line of Credit for the supplemental CARES Act funds, it will be necessary for your agency to sign, execute and return one (1) copy of each Grant Agreement. Electronic signature and email submission of the agreement to the field office is approved. Return one (1) copy of each agreement or amendment to this office to the attention of Donnetta McAdoo, Director, Community Planning and Development. Please ensure the signatory signs the CDBG-CV grant agreement in the box directly across from the HUD CPD Director's signature. The CDBG-CV Funding Approval/Agreement should not be electronically signed in box 12c. Maintain a copy of each agreement with the original signature on site in your program files.

If there is a need to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please submit an IDIS Online Access Request Form (HUD 27055), which can be signed and notarized electronically. Additionally, if there is a need to establish or change the depository account where these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed electronically by your financial institution and returned to this office by email with a copy of a voided check.

You are reminded that these grants are subject to the provisions of 24 CFR Part 58 Environmental Review Procedures unless requirements are waived through the CARES Act. Funds for covered activities may not be obligated or expended until HUD has approved the release of funds. A request for release of funds (RROF) must be accompanied by an environmental certification, and until the RROF is approved and notification is received, no HUD funds should be committed. If the project or activity is exempt per 24 CFR 58.34 or categorically excluded (except in extraordinary circumstances), no RROF is required. Updated procedures are available at <https://www.hudexchange.info/news/office-of-environment-and-energy-guidance-in-res:ponse-to-covid-19/>.

Thank you for your efforts in supporting community needs in order to prevent, prepare for and respond to coronavirus, and we are available to assist you in accomplishing your programs goals. If you have any questions or need further information or assistance, please contact Dana Jones, Sr. CPD Representative at dana.t.jones@hud.gov.

Sincerely,


Donnetta McAdoo, Director
Office of Community Planning and
Development

Enclosures

Additional CDBG-CV Requirements

In addition to the terms and conditions in the Funding Approval/Agreement, the following requirements apply to Grantees receiving CDBG-CV funds in accordance with the Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Pub. L. 116-136).

- 1) The Grantee agrees to comply with the requirements in the CARES Act that apply to CDBG-CV grants and must use the CDBG-CV grant funds to prevent, prepare for and respond to coronavirus.**
- 2) The grantee agrees to comply with the requirements of the Housing and Community Development Act of 1974 (42 USC 5301 et seq.) and implementing regulations at 24 CFR part 570, as now in effect and as may be amended from time to time, and as modified by the rules, waivers and alternative requirements published by HUD from time to time. Rules, waivers and alternative requirements of Federal Register notices applicable to CDBG-CV grants are hereby incorporated into and made a part of the grant agreement.**
- 3) The Grantee may use CDBG-CV funds as reimbursement for previously incurred costs, provided that those costs are allowable and consistent with the CARES Act's purpose to prevent, prepare for and respond to coronavirus.**
- 4) The grantee agrees to establish and maintain adequate procedures to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442).**
- 5) The period of performance for the funding assistance specified in the Funding Approval/Agreement ("Funding Assistance") shall be six years. It shall begin on the date specified in Item 4 in the Funding Approval/Agreement and shall end six years later, on the month and day specified in Item 4. The Grantee shall not incur any obligations to be paid with the Funding Assistance after this period of performance.**
- 6) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Funding Approval/Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Funding Approval/Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.**

Administering		Direct
<u>Department/Agency</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- 7) In addition to the conditions contained in the Funding Approval/Agreement (form HUD 7082), the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.

- 8) The grantee shall ensure that no CDBG-CV funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- 9) The Grantee or unit of general local government that directly or indirectly receives CDBG-CV funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- 10) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- 11) CDBG-CV funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - This condition is included as requirement on the use of fiscal year 2020 CDBG funds by the Community Development Fund heading, Department of Housing and Urban Development Appropriations Act, 2020, Public Law 116-94, and is made applicable to this grant by the CARES Act).

36

**ORDER RATIFYING PROCUREMENT OF SERVICES FROM JOHNSON
CONTROLS, INC. AND AUTHORIZING PAYMENTS TO SAID VENDOR**

OFFICE OF THE CITY ATTORNEY
3/8/24

WHEREAS, the Building Maintenance Division of the Department of Public Works has a need of certain repairs services necessary to restore the operation of the HVAC system for Thalia Mara Hall; 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 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 this vendor; 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:

Johnson Control, Inc.	\$7,300.80
Total	\$7,300.80

Agenda Item No: 36
10.8.2024
(Wright, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 30, 2024

DATE

(as revised 3/6/01)

POINTS		COMMENTS	
1.	Brief Description / Purpose	ORDER RATIFYING PROCUREMENT OF SERVICES FROM JOHNSON CONTROL, INC. AND AUTHORIZING PAYMENTS TO SAID VENDOR	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life	
3.	Who will be affected	City employees in Thalia Mara Hall, where repairs were made; and citizens using Thalia Mara Hall.	
4.	Benefits	The Building Maintenance Division will pay past due invoices for repair services provide by Johnson Control, Inc. at Thalia Mara Hall.	
5.	Schedule (beginning date)	Scheduled date following City Council Approval	
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Thalia Mara Hall	
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Public Works	
8.	COST	\$7,300.80	
9.	Source of Funding ■ General Fund <input checked="" type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Project String# DFTMH2M.6419 Acct#. 406.433.50.6419	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___



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: September 30, 2024

Agenda Item: **ORDER RATIFYING PROCUREMENT OF SERVICES FROM JOHNSON CONTROL, INC. AND AUTHORIZING PAYMENTS TO SAID VENDOR**

Council Meeting: Regular Council Meeting September 24, 2024

Purpose: Ratify repair services by Johnson Control, Inc. at the Thalia Mara Hall.

Cost: \$7,300.80

Funding Sources: Project String\$ DFTMH2M.6419
Account#: 406.433.50.6419

Schedule/Time: October 8, 2024

DPW Manager: Stanley Arnold

Background: The Building Maintenance Division will pay past due invoices for repair services provide by Johnson Control, Inc. at Thalia Mara Hall.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2476
Jackson, Mississippi 39201-2476
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING PROCUREMENT OF SERVICES FROM JOHNSON CONTROLS, INC. AND AUTHORIZING PAYMENTS TO SAID VENDOR is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, CITY ATTORNEY

10/1/24

DATE

Sondra Moncure, *Special Assistant*  9/30/24

Terry Williamson, *Legal Counsel* 



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #: 1-133163879329 Invoice Date: 08/13/2024
 PO #/Auth: 77240715 Service Request: 1-133069267486
 Customer WO#: SR Type: L&M
 Customer Acct: 1032969 Branch Name: JOHNSON CONTROLS GULF COAST CB - 0N52

Bill To:
 CITY OF JACKSON
 DEPARTMENT OF MAINT
 658 S JEFFERSON ST
 JACKSON MS 39205

Service Site:
 THALIA MARA HALL
 255 E PASCAGOULA ST,
 JACKSON MS 39201-4115

Contractor/License Information :

Requested By: Angie Ladner
Phone: 6019601537

Service Requested: check units for graduation

Service Provided: Upon arrival found that chiller1 was locked out. Further troubleshooting found motor protector had tripped. Reset by powering down motor protector. Allow unit to time out and circuit came on. Observe and verify operation as load and water temperature got under control. Thank you for your business.

Qty	Description	UOM	Unit Price	Sub Total	Tax	Net Price
	Labor					
4	05/23/2024 Regular Chiller Heavy	Hour	\$156.00	\$624.00	\$0.00	\$624.00
	Sub-Total			\$624.00	\$0.00	\$624.00
	Fees					
1	Disposal, Environmental & Usage Charge	Each	\$45.00	\$45.00	\$0.00	\$45.00
1	Fuel Surcharge Adjustment	Each	\$35.00	\$35.00	\$0.00	\$35.00
	Sub-Total			\$80.00	\$0.00	\$80.00
	Mileage					
20	Mileage	Each	\$1.84	\$36.80	\$0.00	\$36.80
	Sub-Total			\$36.80	\$0.00	\$36.80
				Invoice Sub-Total		\$740.80
				Sales Tax		\$0.00
				Total Due	USD	\$740.80

Direct Billing Inquiries: (866) 867-3608

Terms: Unless otherwise agreed in the contract between Johnson Controls and Customer, payment shall be due full upon receipt, and interest shall be due at a rate of 1.5% per month (18% annually) on invoices not timely paid along with any other recoverable costs of collection.

Disposable, Environmental & Usage (DEU) fee listed on this invoice may include charges for one or more of the following miscellaneous: Electrical, pneumatic, welding supplies, hardware materials, cleaning supplies, or refrigerant reclaim disposal. A lump sum charge was applied rather than itemizing usage.

We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof.



JOHNSON CONTROLS
 Building Efficiency
 Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #: 1-132439309582 Invoice Date: 08/13/2024
 PO #/Auth: 77240717 Service Request: 1-132430827532
 Customer WO#: SR Type: L&M
 Customer Acct: 1032969 Branch Name: JOHNSON CONTROLS GULF COAST CB - 0N52

Bill To:
 CITY OF JACKSON
 DEPARTMENT OF MAINT
 658 S JEFFERSON ST
 JACKSON MS 39205

Service Site:
 THALIA MARA HALL
 255 E PASCAGOULA ST ,
 JACKSON MS 39201-4115

Contractor/License Information :

Requested By: Angle Ladner
Phone: 6019601537

Service Requested: Angle called 512-970-5757. The air isn't blowing into the auditorium

Service Provided: Checked the system for proper operation. Found both chillers locked out on high head pressure due to the drive being down. Reset the drive and both chillers. They are now operating properly. Also found the static pressure switches on the air handlers tripped. Reset the switches and the drives. All equipment is now operating properly at this time. Checked in w/lt customer. Started working on getting chillers back up and running . Then started working on getting cooling tower reset . Then had to go to every air handler and reset drives and controllers . After we were done called Bobby and made sure he could see them on his end after he could we checked out
 Thank you for your business.

Qty	Description	UOM	Unit Price	Sub Total	Tax	Net Price
	Labor					
8	08/15/2024 Regular Mechanical Heavy	Hour	\$156.00	\$1,248.00	\$0.00	\$1,248.00
1	03/15/2024 Overtime Mechanical Heavy	Hour	\$234.00	\$234.00	\$0.00	\$234.00
	Sub-Total			\$1,482.00	\$0.00	\$1,482.00
	Fees					
1	Disposal, Environmental & Usage Charge	Each	\$46.00	\$46.00	\$0.00	\$45.00
2	Fuel Surcharge Adjustment	Each	\$36.00	\$70.00	\$0.00	\$70.00
	Sub-Total			\$115.00	\$0.00	\$115.00
	Mileage					
50	Mileage	Each	\$1.84	\$92.00	\$0.00	\$92.00
	Sub-Total			\$92.00	\$0.00	\$92.00
				Invoice Sub-Total		\$1,689.00
				Sales Tax		\$0.00
				Total Due	USD	\$1,689.00

Direct Billing Inquiries: (866) 867-3608

Terms: Unless otherwise agreed in the contract between Johnson Controls and Customer, payment shall be due full upon receipt, and interest shall be due at a rate of 1.5% per month (18% annually) on invoices not timely paid along with any other recoverable costs of collection.

Disposable, Environmental & Usage (DEU) fee listed on this invoice may include charges for one or more of the following miscellaneous: Electric



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #: 1-131955190001 Invoice Date: 08/13/2024
 PO #/Auth: 77240718 Service Request: 1-131929691743
 Customer WO#: SR Type: L&M
 Customer Acct: 1032969 Branch Name: JOHNSON CONTROLS GULF COAST CB - 0N52

Bill To:
 CITY OF JACKSON
 DEPARTMENT OF MAINT
 658 S JEFFERSON ST
 JACKSON MS 39205

Service Site:
 THALIA MARA HALL
 255 E PASCAGOULA ST ,
 JACKSON MS 39201-4115

Contractor/License Information :

Requested By: Angie Ladner
Phone: 6019601537

Service Requested: Andy called. The building is cold and the temperature need to be set to 70 for the show until Sunday

Service Provided: Traveled to customer and checked in
 Found Boiler running and hold water temp of 150°
 Internet is down on site which is causing issues with controls
 Found several AHU's not running but waiting on a call to run
 Brian couldn't gain access to controllers because of age of system
 Controls technicians will return to figure out issues
 Logged into NCE and adjusted temp setpoints to 71
 Thank you for your business.

Qty	Description	UOM	Unit Price	Sub Total	Tax	Net Price
Labor						
2	01/22/2024 Regular OPS - 200	Hour	\$129.00	\$258.00	\$0.00	\$258.00
4	01/22/2024 Regular Mechanical Heavy	Hour	\$156.00	\$624.00	\$0.00	\$624.00
Sub-Total				\$882.00	\$0.00	\$882.00
Fees						
1	Disposal, Environmental & Usage Charge	Each	\$45.00	\$45.00	\$0.00	\$45.00
2	Fuel Surcharge Adjustment	Each	\$35.00	\$70.00	\$0.00	\$70.00
Sub-Total				\$115.00	\$0.00	\$115.00
Mileage						
20	Mileage	Each	\$1.84	\$36.80	\$0.00	\$36.80
Sub-Total				\$36.80	\$0.00	\$36.80
Invoice Sub-Total						\$1,033.80
Sales Tax						\$0.00
Total Due					USD	\$1,033.80

Direct Billing Inquiries: (866) 867-3808

Terms: Unless otherwise agreed in the contract between Johnson Controls and Customer, payment shall be due full upon receipt, and interest shall be due at a rate of 1.5% per month (18% annually) on invoices not timely paid along with any other recoverable costs of collection.

Disposable, Environmental & Usage (DEU) fee listed on this invoice may include charges for one or more of the following miscellaneous: Electrical,



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #:	1-132917334218	Invoice Date:	08/13/2024
PO #/Auth:	77240719	Service Request:	1-131563491174
Customer WO#:		SR Type:	L&M
Customer Acct:	1032960	Branch Name:	JOHNSON CONTROLS GULF COAST CB - 0N52

Bill To:
 CITY OF JACKSON
 DEPARTMENT OF MAINT
 658 S JEFFERSON ST
 JACKSON MS 39205

Service Site:
 THALIA MARA HALL
 255 E PASCAGOULA ST ,
 JACKSON MS 39201-4115

Contractor/License Information :

Requested By: Angie Ladner
Phone: 6019601537

Service Requested: cooling Tower stopped up and overflowing.
 Revised invoice: per discussion with Angela, we removed 10 hours of time off the original drafted invoice. The original time was over a 3 day period. this time will all fall on one day due to posting. If you have any question please contact me @ 866-866-0887 HVAC, Opt1.

Service Provided: Arrived at location and started checking operation on boilers, both boilers are off on different mechanical issues. Found boiler number two with a bad control board and Boiler number one with various issues, keeping it from running. Remove the control board off of boiler number one and installed on boiler number two to get something operating. Unwired and removed board and installed on Chiller number two, turn on the power and started the boiler, boiler seems to be operating OK. called boiler company to get part prices and did a quote for Angie////started cleaning of the cooling tower per request, drain the cooling tower and got on top and cleaned all nozzles and vacuumed area. Got inside the cooling tower and cleaned out all mud and debris for proper operation. Will return on Thursday to finish work on cooling tower.//Thursday, arrived at location and took us a while to get into the building because no one was available to let us in. Started all the pumps after filling up the cooling tower and operated the chiller for a while to make sure everything would work turn the chillers off to let the building warm up some more and will drive by Friday and turn the chillers on for the weekend.
 Checked both boilers for proper operation. Found both boilers were down. Boiler 1 had a bad circuit board and boiler 2 had a bad pressure switch. We swapped the boards on the boilers to get boiler 1 operating. A circuit board and pressure switch will have to be ordered to get boiler 2 back operating. We also started to clean the cooling tower due to the spouts being clogged.

11/30/23

Started up cooling tower and verified proper operation of chillers, pumps and cooling tower. Everything is operating properly at this time.
 Cooling tower stopped up and overflowing. Cleaning and unclogging cooling tower
 Turned on chillers and verified operation. Both chillers are now operational and water is down to 52 degrees. Cooling tower is also operating properly at this time.
 Thank you for your business.

Qty	Description	UOM	Unit Price	Sub Total	Tax	Net Price
	Labor					
8	11/29/2023 Regular Mechanical Heavy	Hour	\$156.00	\$1,248.00	\$0.00	\$1,248.00
8	11/29/2023 Regular Commercial	Hour	\$125.00	\$1,000.00	\$0.00	\$1,000.00
8	11/29/2023 Regular Chiller Heavy	Hour	\$156.00	\$1,248.00	\$0.00	\$1,248.00



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #: 1-132917334218 Invoice Date: 08/13/2024
 PO #/Auth: 77240719 Service Request: 1-131563491174
 Customer WO#: SR Type: L&M
 Customer Acct: 1032960 Branch Name: JOHNSON CONTROLS GULF COAST CB - 0N52

		Sub-Total			\$3,496.00	\$0.00	\$3,496.00
		Fees					
3		Disposal, Environmental & Usage Charge	Each	\$45.00	\$135.00	\$0.00	\$135.00
3		Fuel Surcharge Adjustment	Each	\$35.00	\$105.00	\$0.00	\$105.00
		Sub-Total			\$240.00	\$0.00	\$240.00
		Mileage					
55		Mileage	Each	\$1.84	\$101.20	\$0.00	\$101.20
		Sub-Total			\$101.20	\$0.00	\$101.20
					Invoice Sub-Total		\$3,837.20
					Sales Tax		\$0.00
					Total Due	USD	\$3,837.20

Direct Billing Inquiries: (866) 867-3608

Terms: Unless otherwise agreed in the contract between Johnson Controls and Customer, payment shall be due full upon receipt, and interest shall be due at a rate of 1.5% per month (18% annually) on invoices not timely paid along with any other recoverable costs of collection.

Disposal, Environmental & Usage (DEU) fee listed on this invoice may include charges for one or more of the following miscellaneous: Electrical, pneumatic, welding supplies, hardware materials, cleaning supplies, or refrigerant reclaim disposal. A lump sum charge was applied rather than itemizing usage.

We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof.

37

**ORDER RATIFYING PROCUREMENT OF ELEVATOR REPAIRS FROM
TK ELEVATOR CORPORATION AND AUTHORIZING PAYMENTS TO
SAID VENDOR**

OFFICE OF THE CITY ATTORNEY
10/30/2024
[Signature]

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

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

WHEREAS, the repairs set forth in the invoice attached hereto were provided to the City's buildings; and

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

IT IS, THEREFORE, ORDERED that the procurement of the elevator repairs in the attached invoice is hereby ratified.

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

TK Elevator Corporation	\$584.00
Total	\$584.00

Agenda Item No: 37
10.8.2024
(Wright, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 30, 2024

DATE

(as revised 3/6/01)

	POINTS	COMMENTS																																													
1.	Brief Description / Purpose	ORDER RATIFYING PROCUREMENT OF SERVICES FROM TK ELEVATOR CORPORATION. AND AUTHORIZING PAYMENTS TO SAID VENDOR																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life																																													
3.	Who will be affected	City employees in the buildings where repairs were made; and citizens using Jackson Police Department.																																													
4.	Benefits	The Building Maintenance Division will pay past due invoices for repairs provide by TK Elevator Corporation. at the Police Department.																																													
5.	Schedule (beginning date)	Scheduled date following City Council Approval																																													
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Jackson Police Department																																													
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Public Works																																													
8.	COST	\$584.00																																													
9.	Source of Funding ■ General Fund <input checked="" type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Acct# 001.442.20.6464																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
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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: September 17, 2024

Agenda Item: **ORDER RATIFYING PROCUREMENT OF SERVICES FROM TK ELEVATOR CORPORATION. AND AUTHORIZING PAYMENTS TO SAID VENDOR**

Council Meeting: Regular Council Meeting September 24, 2024

Purpose: Ratify repair services by TK Elevator Corporation at the Jackson Police Department.

Cost: \$584.00

Funding Sources: Account#: 001.442.20.6464

Schedule/Time: September 24, 2024

DPW Manager: Stanley Arnold

Background: The Building Maintenance Division will pay past due invoices for repair services provide by TK Elevator Corporation to an elevator in the Police Department.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2419
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1756
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PROCUREMENT OF ELEVATOR REPAIRS FROM TK ELEVATOR CORPORATION AND AUTHORIZING PAYMENTS TO SAID VENDOR** is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, CITY ATTORNEY

10/1/24

DATE

Sondra Moncure, *Special Assistant* A.M.U. 9/30/24

Terry Williamson, *Legal Counsel* TW

TK Elevator Corporation



Attn: Accounts Receivable Dept.
TK Elevator Corporation
3100 Interstate North Cir SE Ste 500
Atlanta, GA 30339-2227

August 02, 2024

TO VIEW AND PAY ONLINE GO TO:	https://tkelevator.billtrust.com
USE THIS ENROLLMENT TOKEN:	SVL RDZ VPG

1805 1 AB 0.693 E0228 10379 D13176898487 S2 F10416353 0002:0004



CITY OF JACKSON, MS
DEPT OF BLDG & GROUNDS
PO BOX 17
JACKSON MS 39205-0017

RE: Customer Number 84665

Dear Customer,

Our records indicate that the above referenced account is past due for the invoice(s) listed below. In an effort to bring your account current, please check your records and ensure payment is remitted within 15 days from the date of this letter in order to prevent any interruption with your elevator maintenance.

Building Name	Building Address	Invoice Number	Invoice Date	Original Amount	Balance Due
COJ-POLICE DEPARTMENT	327 E PASCAGOULA ST	5002509552	07/02/2024	\$584.00	\$584.00

Please contact the Accounts Receivable Specialist listed below so we may address any outstanding concerns. We appreciate your prompt attention to this matter and offer the following payment options:

- Pay by Phone by contacting the Accounts Receivable Specialist listed below with your Check (secure & encrypted).
- Remit by Mail to address: TK Elevator Corporation
PO BOX 3796
CAROL STREAM, IL 60132-3796

If you find payment has already been submitted, thank you in advance and please disregard this letter.

Phnessa Walters
Phone: 404-844-4788 Email: esstar@tkelevator.com



TK Elevator Corporation
3100 Interstate North Cir SE Ste 500
Atlanta, GA 30339-2227

INVOICE

INVOICE DATE: 07/02/2024
CUSTOMER #: 84865
SR #: 84101670
INVOICE #: 5002509552
PO #:
TERMS: IMMEDIATE
TOTAL DUE: 584.00

TO VIEW AND PAY ONLINE GO TO:	https://tkelevator.billtrust.com/
USE THIS ENROLLMENT TOKEN:	SVL RDZ VPG

BILL TO:



DEPT OF BLDG & GROUNDS
CITY OF JACKSON, MS
PO BOX 17
JACKSON MS 39205-0017

SHIP TO:

COJ-POLICE DEPARTMENT
327 E PASCAGOULA ST
JACKSON, MS 39201-4204

Reported By: GILVA COLEMEN, 601-960-1218 on 06/24/2024 11:10:14
Resolution Summary: THIS INVOICE IS FOR SERVICES NOT COVERED UNDER YOUR EXISTING MAINTENANCE AGREEMENT. MECHANIC TROUBLESHOT & FOUND KEY CARD NOT WORKING PROPERLY

DATE	DESCRIPTION	QTY	UOM	PRICE	AMOUNT
06/26/2024	JACKSON BRANCH Unit: 3-Jail Elevator Serial #: US149886 Contract #: US61747 Platinum - Full Maintenance, Overtime portion not covered - Elevator				
	Labor Extra Work Outside Contract Daytime	1	HR	\$489.00	\$489.00
	US Trip Charge	1	EA	\$95.00	\$95.00
AMOUNT		SALES TAX		PLEASE PAY THIS AMOUNT	
\$584.00		\$0.00		\$584.00	

This charge was created because service was not covered by maintenance contracts you may have with TK Elevator.
For Service Related or General Questions, please call 601-664-0759. For Billing or Payment Questions, please call 404-844-4788.

DETACH AND RETURN WITH YOUR PAYMENT



TK Elevator Corporation
3100 Interstate North Cir SE Ste 500
Atlanta, GA 30339-2227

INVOICE DATE: 07/02/2024
CUSTOMER #: 84865
SR #: 84101670
INVOICE #: 5002509552
PO #:
TERMS: IMMEDIATE
TOTAL DUE: 584.00

Amount Enclosed: \$

Payment Method		
<input type="checkbox"/> Personal Check Enclosed	<input type="checkbox"/> Money Order Enclosed	<input type="checkbox"/> Cashiers Check Enclosed
Please Make Check Payment To: TK Elevator Corporation		

REMIT PAYMENT TO:



TK Elevator Corporation
PO BOX 3796
CAROL STREAM, IL 60132-3796

38

ORDER RATIFYING PROCUREMENT OF TOWING SERVICES BY THE MUNICIPAL GARAGE FROM C&J TOWING LLC AND AUTHORIZING PAYMENTS TO SAID VENDOR

OFFICE OF THE CITY ATTORNEY
CITY OF JACKSON, MISSISSIPPI

WHEREAS, the Municipal Garage Division of the Department of Public Works had need of certain towing services for City vehicles and found it necessary to have certain City vehicles towed for repairs; 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 towing services set forth in certain invoices attached hereto were provided to the Department of Public Works, Municipal Garage Division, and the towing services have been completed.

IT IS, THEREFORE, ORDERED that the procurement of the towing services set forth in the attached invoices is hereby ratified.

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

C&J TOWING LLC	\$750.00
Total	\$750.00

Agenda No. 38
10.8.2024
(Wright, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 30, 2024
DATE

(as revised 3/6/01)

POINTS		COMMENTS				
1.	Brief Description / Purpose	ORDER RATIFYING PROCUREMENT OF TOWING SERVICES BY THE MUNICIPAL GARAGE FROM C&J TOWING AND AUTHORIZING PAYMENTS TO SAID VENDOR				
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation				
3.	Who will be affected	Departments using the Municipal Garage for towing of vehicles for repairs				
4.	Benefits	The Municipal Garage Division will use these funds to pay overdue payments for towing services provided by C&J Towing for the City of Jackson. This will allow the Municipal Garage to obtain towing services from this vendor				
5.	Schedule (beginning date)	Upon approval				
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	City Wide				
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Public Works				
8.	COST	\$750.00				
9.	Source of Funding ■ General Fund <input checked="" type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Several Accounts				
10.	EBO participation	ABE _____%	WAIVER	yes _____	no _____	N/A _____
		AABE _____%	WAIVER	yes _____	no _____	N/A _____
		WBE _____%	WAIVER	yes _____	no _____	N/A _____
		HBE _____%	WAIVER	yes _____	no _____	N/A _____
		NABE _____%	WAIVER	yes _____	no _____	N/A _____



**City of Jackson
Department of Public Works**

Council Agenda Item Memorandum

To: Hon. Chokwe A. Lumumba, Mayor

From: Louis Wright, CAO

Date: September 30, 2024

Agenda Item: **ORDER RATIFYING PROCUREMENT OF TOWING SERVICES BY THE MUNICIPAL GARAGE FROM C&J TOWING AND AUTHORIZING PAYMENTS TO SAID VENDOR**

Council Meeting: Regular Council Meeting, October 8, 2024

Purpose: Pay for towing services procured by the Municipal Garage on behalf of other divisions of Public Works and other departments

Cost: \$750.00

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 towing services provided by C&J Towing to divisions of Public Works and other departments.

The towing services performed to equipment were all verified. These invoices, in particular, need to be paid so that the City of Jackson will be in good standing with this vendor.

Please let me know if you have any questions.

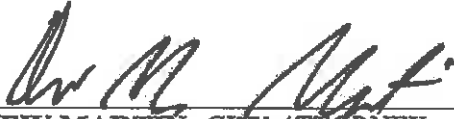
Office of the City Attorney

455 East Capitol Street
Post Office Box 277
Jackson, Mississippi 39202-0277
Telephone: (601) 960-1234
Facsimile: (601) 960-1234

OFFICE OF THE CITY ATTORNEY
10/11/24

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING PROCUREMENT OF TOWING SERVICES BY THE MUNICIPAL GARAGE FROM C&J TOWING LLC AND AUTHORIZING PAYMENTS TO SAID VENDOR is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, CITY ATTORNEY

10/11/24

DATE

Sondra Moncure, *Special Assistant*

Sum 9/20/24

Terry Williamson, *Legal Counsel*

TW

39

OFFICE OF THE CITY ATTORNEY
[Signature]

ORDER AUTHORIZING PROCUREMENT OF TRAFFIC SIGNAL REPAIRS FROM METRO COMMUNICATIONS AND UTILITY CONTRACTORS LLC AND AUTHORIZING PAYMENT TO SAID VENDOR

WHEREAS, the Infrastructure Management Division of the Department of Public Works provided repairs to traffic signals to ensure public safety; and

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

WHEREAS, the repairs to traffic signals set forth in certain invoices attached hereto were provided by Metro Communications and Utility Contractors LLC; and

WHEREAS, in order to ensure the continued and proper operation and maintenance of City traffic signals, 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 the repairs 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:

Metro Communications and Utility Contractors LLC	\$5,100.00
Total	\$5,100.00

Agenda Item No: 39
10.8.2024
(Wright, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 30, 2024

DATE

(as revised 3/6/01)

POINTS		COMMENTS
1.	Brief Description / Purpose	ORDER AUTHORIZING PROCUREMENT OF TRAFFIC SIGNAL REPAIRS FROM METRO COMMUNICATIONS AND UTILITY CONTRACTORS LLC AND AUTHORIZING PAYMENT TO SAID VENDOR
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	Pedestrians and motorists in Jackson.
4.	Benefits	Payment of past due invoices to Metro Communications and Utility Contractors LLC for repairs to traffic signals
5.	Schedule (beginning date)	Scheduled date following City Council Approval
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Briarwood Drive; Northside Dr. and California Avenue; Northside Dr. and Kirkwood Drive
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Public Works
8.	COST	\$5,100.00
9.	Source of Funding ■ General Fund <input checked="" type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Traffic Signal Repair 001.448.20-6460
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____



City of Jackson
Department of Public Works

Council Agenda Item Memorandum

To: Hon. Chokwe A. Lumumba, Mayor

From: Louis Wright, CAO
Department of Public Works

Date: September 30, 2024

Agenda Item: ORDER AUTHORIZING PROCUREMENT OF TRAFFIC SIGNAL REPAIRS FROM METRO COMMUNICATIONS AND UTILITY CONTRACTORS LLC AND AUTHORIZING PAYMENT TO SAID VENDOR

Council Meeting: Regular Council Meeting, October 8, 2024

Purpose: Ratify traffic signal repairs by Metro Communications and Utility Contractors LLC

Cost: \$5,100.00

Funding Sources: Traffic Signal Repair 001.448.20-6460

Schedule/Time: October 8, 2024

DPW Manager: James Caldwell

Background: The Infrastructure Management Division needed contractor assistance with traffic signal repair. The Division requested assistance from Metro Communications and Utility Contractors LLC to make repairs at three (3) intersections. Due the exigent circumstances, the Division requested that Metro make the repairs prior to receiving authorization from the City Council or the Purchasing Manager. The repairs at the locations have been completed and Metro needs to receive payment for the work they performed.

Please contact me if you have any questions.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39202-2779
Telephone: (601) 960-1759
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING PROCUREMENT OF TRAFFIC SIGNAL REPAIRS FROM METRO COMMUNICATIONS AND UTILITY CONTRACTORS LLC AND AUTHORIZING PAYMENT TO SAID VENDOR is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, CITY ATTORNEY

10/12/24
DATE

Sondra Moncure, *Special Assistant* S.M., 10/11/24
Terry Williamson, *Legal Counsel* T.W.

40

**ORDER RATIFYING AMENDMENT NO. 1 TO THE AGREEMENT
WITH REDMOND LAWN AND CLEANING SERVICE, LLC FOR
CITY RIGHT-OF-WAY MAINTENANCE SERVICES**

OFFICE OF THE CITY CLERK
CITY OF JACKSON
[Signature]

WHEREAS, on July 16, 2024, the Mayor and the authorized representatives of Redmond Lawn and Cleaning Services executed an agreement for right-of-way maintenance for public rights-of-way as part of its maintenance and beautification; and

WHEREAS, Redmond Lawn and Cleaning Services, LLC provide right-of-way maintenance services on over 300 miles of public rights-of-way in the City of Jackson; and

WHEREAS, the City agreed to pay Redmond Lawn and Cleaning Services, LLC \$45,000.00 per month, for a period beginning from the date in the Notice to Proceed through September 30, 2024; and

WHEREAS, the Department of Public Works is requesting to amend the Agreement to extend the contract time until October 31, 2024 to allow for an additional month of maintenance as the growing season concludes; and

WHEREAS, it is the recommendation of the Department of Public Works that the agreement with Redmond Lawn and Cleaning Services, LLC for right-of-way maintenance for public rights-of-way within the City of Jackson be amended to extend the Agreement through October 31, 2024.

IT IS THEREFORE ORDERED that the amendment to the Agreement with Redmond Lawn and Cleaning Services to provide right-of-way maintenance for public rights-of-way as part of its maintenance and beautification for \$45,000.00 per month to extend the contract time through October 31, 2024 is hereby ratified.

Agenda Item No: 40
10.8.2024
(Wright, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 30, 2024

	POINTS	COMMENTS																														
1.	Brief Description/Purpose	ORDER RATIFYING AMENDMENT NO. 1 TO THE AGREEMENT WITH REDMOND LAWN AND CLEANING SERVICE, LLC FOR CITY RIGHT-OF-WAY MAINTENANCE SERVICES																														
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life Neighborhood Enhancement																														
3.	Who will be affected	City of Jackson																														
4.	Benefits	The purpose of this contract is provide right-of-way maintenance for public rights-of-way throughout the City of Jackson.																														
5.	Schedule (beginning date)																															
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	CITYWIDE																														
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	The Department of Public Works, Right-of-Way																														
8.	COST	\$45,000																														
9.	Source of Funding ■ General Fund <input checked="" type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	001-460.00.6419																														
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">ABE</td> <td style="width: 10%;">_____ %</td> <td style="width: 25%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">no</td> <td style="width: 10%;">N/A</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> </table>	ABE	_____ %	WAIVER	yes	no	N/A	AABE	_____ %	WAIVER	yes	no	N/A	WBE	_____ %	WAIVER	yes	no	N/A	HBE	_____ %	WAIVER	yes	no	N/A	NABE	_____ %	WAIVER	yes	no	N/A
ABE	_____ %	WAIVER	yes	no	N/A																											
AABE	_____ %	WAIVER	yes	no	N/A																											
WBE	_____ %	WAIVER	yes	no	N/A																											
HBE	_____ %	WAIVER	yes	no	N/A																											
NABE	_____ %	WAIVER	yes	no	N/A																											

Revised 2-04



**City of Jackson
Department of Public Works**

To: Hon. Chokwe A. Lumumba, Mayor

From: Louis Wright, Chief Administrative Officer

Council Agenda Item Briefing Memo

**Agenda Item: ORDER RATIFYING A CONTRACT WITH
REDMOND LAWN AND CLEANING SERVICE,
LLC FOR CITY RIGHT-OF-WAY
MAINTENANCE SERVICES**

Item #:
Council Meeting: Regular Council Meeting, October 8, 2024
Consultant/Contractor: N/A
EBO: N/A
Purpose: To ratify a contract with Redmond Lawn and Cleaning Services for right-of-way maintenance for public rights-of-way throughout the City of Jackson.
Cost: \$45,000
Project/Contract Type:
Funding Source: 001-460.00.6419
Schedule/Time:
DPW Manager: Lakesha Weathers

Background: The Mayor and the authorized representatives of Redmond Lawn and Cleaning Services, LLC executed an agreement for right-of-way maintenance for public rights-of-way as part of its maintenance and beautification. The contract was for a period beginning from the date of the Notice to Proceed through September 30, 2024. The Department of Public Works, Solid Waste Division, wishes to extend the period of the Agreement until October 31, 2024 to allow for additional cutting of the right-of-way at the end of the growing season. This should leave the rights-of-way in a presentable condition until the spring. By that time the City will have in place a new contract based on a request for proposals.

Please let me know if you have any questions.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39202-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756
10/12/24

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING AMENDMENT NO. 1 TO THE AGREEMENT WITH REDMOND LAWN AND CLEANING SERVICE, LLC FOR CITY RIGHT-OF-WAY MAINTENANCE SERVICES** is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, CITY ATTORNEY

10/12/24

DATE

Sondra Moncure, *Special Assistant*

SKM 10/1/24

Terry Williamson, *Legal Counsel*

TW

41

**ORDER RATIFYING AMENDMENT NO. 1 TO THE AGREEMENT
WITH PDT LOGISTICS LLC FOR MOWING AND GROUNDS
MAINTENANCE WITHIN THE CITY OF JACKSON CEMETERIES**

OFFICE OF THE
CITY CLERK
JACKSON, MISSISSIPPI
[Handwritten signature]

WHEREAS, on July 16, 2024, the Mayor and the authorized representatives of PDT Logistics LLC executed an agreement for mowing and grounds maintenance within the City of Jackson cemeteries; and

WHEREAS, the five (5) cemeteries are Cedarlawn, Greenwood, Willow Park, Elmwood, and Lincoln, and

WHEREAS, the City agreed to pay PDT Logistics \$33,360.00 per month, for a period beginning from the date in the Notice to Proceed through September 30, 2024; and

WHEREAS, the Department of Public Works is requesting to amend the Agreement extend the contract time until October 31, 2024 to allow for an additional month of maintenance as the growing season concludes; and

WHEREAS, it is the recommendation of the Department of Public Works that the agreement with PDT Logistics LLC for mowing and grounds maintenance within the City of Jackson cemeteries be amended to extend the Agreement through October 31, 2024; and

IT IS THEREFORE ORDERED that the amendment to the Agreement with PDT Logistics, LLC to provide mowing and full-service landscaping at the City's five (5) cemeteries for \$33,360.00 per month through October 31, 2024 is hereby ratified.

Agenda Item No: 41
10.8.2024
(Wright, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

OCTOBER 8, 2024

	P O I N T S	C O M M E N T S																														
1.	Brief Description/Purpose	ORDER RATIFYING AMENDMENT NO. 1 TO THE AGREEMENT WITH PDT LOGISTICS LLC FOR MOWING AND GROUNDS MAINTENANCE WITHIN THE CITY OF JACKSON CEMETERIES																														
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life Neighborhood Enhancement																														
3.	Who will be affected	City of Jackson																														
4.	Benefits	The purpose of this contract is to provide mowing and grounds maintenance in the City of Jacksons cemeteries.																														
5.	Schedule (beginning date)																															
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	CITYWIDE																														
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	The Department of Public Works, Right-of-Way																														
8.	COST	\$33,360																														
9.	Source of Funding ■ General Fund <input checked="" type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	001-492.00.6419																														
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">ABE</td> <td style="width: 10%; text-align: center;">_____ %</td> <td style="width: 25%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">no</td> <td style="width: 10%;">N/A</td> </tr> <tr> <td>AABE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>WBE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>HBE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>NABE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> </table>	ABE	_____ %	WAIVER	yes	no	N/A	AABE	_____ %	WAIVER	yes	no	N/A	WBE	_____ %	WAIVER	yes	no	N/A	HBE	_____ %	WAIVER	yes	no	N/A	NABE	_____ %	WAIVER	yes	no	N/A
ABE	_____ %	WAIVER	yes	no	N/A																											
AABE	_____ %	WAIVER	yes	no	N/A																											
WBE	_____ %	WAIVER	yes	no	N/A																											
HBE	_____ %	WAIVER	yes	no	N/A																											
NABE	_____ %	WAIVER	yes	no	N/A																											

Revised 2-04



**City of Jackson
Department of Public Works**

To: Hon. Chokwe A. Lumumba, Mayor

From: Dr. Charles Williams, Public Works Director/City Engineer

Council Agenda Item Briefing Memo

**Agenda Item: ORDER RATIFYING AMENDMENT NO. 1 TO
THE AGREEMENT WITH PDT LOGISTICS LLC
FOR MOWING AND GROUNDS MAINTENANCE
WITHIN THE CITY OF JACKSON CEMETERIES**

Item #:
Council Meeting: Regular Council Meeting, October 8, 2024
Consultant/Contractor: N/A
EBO: N/A
Purpose: To ratify a contract with PDT Logistics LLC for mowing and grounds maintenance within the City of Jackson Cemeteries
Cost: \$33,360
Project/Contract Type:
Funding Source: 001-492.00.6419
Schedule/Time:
DPW Manager: Lakesha Weathers

Background: The Mayor and the authorized representatives of PDT Logistics LLC executed an agreement for mowing and grounds maintenance within the City of Jackson cemeteries. The contract was for a period beginning from the date of the Notice to Proceed through September 30, 2024. The Department of Public Works, Solid Waste Division, wishes to extend the period of the Agreement until October 31, 2024 to allow for additional cutting of the cemeteries and grounds maintenance through the end of the growing season. This should leave the cemeteries in a presentable condition until City will has in place a new contract based on a request for proposals.

Please let me know if you have any questions.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39202-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1786

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING AMENDMENT NO. 1 TO THE AGREEMENT WITH PDT LOGISTICS LLC FOR MOWING AND GROUNDS MAINTENANCE WITHIN THE CITY OF JACKSON CEMETERIES** is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, CITY ATTORNEY

10/11/24

DATE

Sondra Moncure, *Special Assistant* AMC 10/11/24

Terry Williamson, *Legal Counsel* TW

42

OFFICE OF THE CITY ATTORNEY
[Signature]

ORDER INCREASING THE CONTRACT AMOUNT FOR THE TERM CONTRACT WITH FISKE INTERNATIONAL GROUP, CORPORATION FOR CHIPPING AND GRINDING OF DEBRIS AT THE CITY RUBBISH FACILITY FOR THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, Fiske International Group, Corporation was selected by the governing authorities of the City of Jackson and awarded a term bid for Twenty-Four Months of Service for Chipping, Grinding, Hauling and Disposal of Vegetative Debris on December 20, 2022; and

WHEREAS, it was ordered that payment for said landfill services will be made from the Solid Waste Enterprise fund in an amount not to exceed \$300,000.00 annually, and

WHEREAS, due to the amount of stockpiled wood debris and the need for closure of the active face of the cell, the debris must be chipped and ground to remain in compliance with regulations set forth in the Solid Waste Management Permit issued by the Mississippi Department of Environmental Quality; and

WHEREAS, Fiske International Group, Corporation has submitted an estimated measurement of 132,000 cubic yards of wood debris in the active face of the cell; and

WHEREAS, it is the recommendation of the Department of Public Works that the value of the contract be increased by \$600,000.00 to cover the cost of chipping and grinding of the stockpiled wood debris in the active face of the cell.

IT IS, THEREFORE, ORDERED that the amount authorized to be expended under the term contract with Fiske International Group, Corp. for chipping and grinding of wood debris be increased by the amount of \$600,000.00 to cover the services of chipping and grinding of wood debris at the City of Jackson Rubbish Facility.

Agenda Item No: 42
10.8.2024
(Wright, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 30, 2024

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER INCREASING THE CONTRACT AMOUNT FOR THE TERM CONTRACT WITH FISKE INTERNATIONAL GROUP, CORPORATION FOR CHIPPING AND GRINDING OF DEBRIS AT THE CITY RUBBISH FACILITY FOR THE DEPARTMENT OF PUBLIC WORKS
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life Infrastructure and Transportation
3.	Who will be affected	City of Jackson
4.	Benefits	The purpose of order to increase the amount of the current contract to allow for chipping and grinding of wood debris at the City Rubbish Facility.
5.	Schedule (beginning date)	
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	CITYWIDE
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	The Department of Public Works, Solid Waste Division
8.	COST	Increase \$600,000.00
9.	Source of Funding ■ General Fund <input checked="" type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	009-506.10.6419
10.	EBO participation	ABE _____% WAIVER yes _____ no _____ N/A _____ AABE _____% WAIVER yes _____ no _____ N/A _____ WBE _____% WAIVER yes _____ no _____ N/A _____ HBE _____% WAIVER yes _____ no _____ N/A _____ NABE _____% WAIVER yes _____ no _____ N/A _____



**City of Jackson
Department of Public Works**

To: Hon. Chokwe A. Lumumba, Mayor

From: Louis Wright, Chief Administrative Officer

Council Agenda Item Briefing Memo

Agenda Item: ORDER INCREASING THE CONTRACT AMOUNT FOR THE TERM CONTRACT WITH FISKE INTERNATIONAL GROUP, CORPORATION FOR CHIPPING AND GRINDING OF DEBRIS AT THE CITY RUBBISH FACILITY FOR THE DEPARTMENT OF PUBLIC WORKS

Item #:
Council Meeting: Regular Council Meeting, October 8, 2024
Consultant/Contractor: N/A
EBO: N/A
Purpose: To increase the authorizing contract amount with Fiske International Group, Corporation for chipping and grinding of wood debris at the City's Rubbish Facility.
Cost: \$600,000
Project/Contract Type:
Funding Source: Solid Waste Fund 009-506.10.6419
Schedule/Time:
DPW Manager: Lakesha Weathers

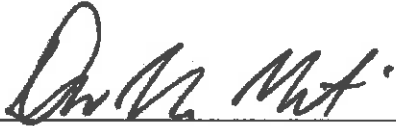
Background: Fiske International Group, Corporation will continue to provide chipping and grinding services at the City's Rubbish Facility. Due to the recent severe storms, there has been an influx of wood debris which requires an increase in the authorized contract amount by \$600,000.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2778
Jackson, Mississippi 39207-2779
Telephone: (601) 960-3900
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER INCREASING THE CONTRACT AMOUNT FOR THE TERM CONTRACT WITH FISKE INTERNATIONAL GROUP, CORPORATION FOR CHIPPING AND GRINDING OF DEBRIS AT THE CITY RUBBISH FACILITY FOR THE DEPARTMENT OF PUBLIC WORKS is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, CITY ATTORNEY

10/2/21
DATE

Sondra Moncure, *Special Assistant*

S.M. 10/1/24

Terry Williamson, *Legal Counsel*

T.W.

43

ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #2 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE MILL STREET TOWN CREEK BRIDGE PROJECT, FEDERAL AID PROJECT NUMBER STP-7261-00(002)LPA/108070-701000

OFFICE OF THE CITY ATTORNEY
10/8/24

WHEREAS, the City of Jackson executed a contract with Hemphill Construction Company, Inc. to replace the Mill Street bridge over Town Creek; and

WHEREAS, during construction there were delays in payments to Hemphill Construction Company, Inc. that prompted Hemphill Construction Company, Inc. to advise the City it intended to cease work on the project if it did not receive payment; and

WHEREAS, further delay in payment caused Hemphill Construction Company, Inc. to cease work on the project and demobilize its construction labor and equipment; and

WHEREAS, the City eventually paid Hemphill Construction Company, Inc. the delinquent progress payments to which they were entitled and Hemphill completed work on the project; and

WHEREAS, Hemphill Construction Company, Inc. has made a claim for remobilization and interest on the delinquent payments in the amounts of \$51,284.95 and \$68,175.01, respectively, for a total claim of \$119,459.96, which will be made as a non-participating payment to the contractor; and

WHEREAS, Al-Turk Planning & Development LLC has independently reviewed the claims and validated the circumstances and amounts of the claims of Hemphill Construction Company, Inc.; and

WHEREAS, the Department of Public Works recommends acceptance of Supplemental Agreement #2 to the contract Hemphill Construction Company, Inc., which is necessary to closeout the project.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Supplemental Agreement #2 to the contract of Hemphill Construction Company, Inc. for the Mill Street Town Creek Bridge Project, Federal Aid Project Number STP-7261-00(002)LPA/ 108070-701000, increasing the contract by an amount not to exceed \$119,459.96.

Agenda Item No: 43
10.8.2024
(Wright, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET September 30, 2024

DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #2 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE MILL STREET TOWN CREEK BRIDGE PROJECT, FEDERAL AID PROJECT NUMBER STP-7261-00(002)LPA/108070-701000
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6 Infrastructure and Transportation 7 Quality of Life
3.	Who will be affected	The Department of Public Works and the City of Jackson
4.	Benefits	Allows for the closeout of the project
5.	Schedule (beginning date)	After approval
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Mill St from Griffith St to Hamilton St (Ward 7)
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	City of Jackson, Department of Public Works, Engineering Division
8.	COST	Interest for past due payment--\$68,175.01 Remobilization-\$51,284.95
9.	Source of Funding ■ General Fund <input checked="" type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Remobilization-Infrastructure Modernization Interest-General Fund
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____

Revised 2-04



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Hon. Chokwe A. Lumumba, Mayor
From: Louis Wright, Chief Administrative Officer
Date: September 30, 2024
Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute supplemental agreement #2 to the contract with Hemphill for the Mill Street Town Creek bridge project.

After construction began and Hemphill began work on the project, there was a considerable delay in the making a of a number of payments under the contract. Hemphill notified the City that it intended to cease working on the project unless the City paid. When payment was not forthcoming Hemphill ceased working and demobilized its labor and equipment. Once the City make the delinquent progress payments, Hemphill remobilized and completed the project.

Hemphill has now submitted a claim for the interest owed on the delinquent payments and for remobilization. Al-Turk Planning & Development, LLC was requested to review and investigate the basis of the claim, particularly the remobilization claims. The recommendation is that the City pay the remobilization and the interest on the past due payments.

The authorization of the City Council of this Supplemental Agreement #2 will allow the project to be closed out. This is currently one of the projects MDOT has identified as overdue and causing the City to be in non-compliance.

Please let me know if you have any questions.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2199
Jackson, Mississippi 39201-2199
Telephone: (601) 960-1222
Facsimile: (601) 960-1266

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #2 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE MILL STREET TOWN CREEK BRIDGE PROJECT, FEDERAL AID PROJECT NUMBER STP-7261-00(002)LPA/108070-701000 is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, CITY ATTORNEY

10/1/24

DATE

Sondra Moncure, *Special Assistant* SM 10/1/24
Terry Williamson, *Legal Counsel* TW

**CITY OF JACKSON
STP-7261-00(002) LPA / 108070-701000
SUPPLEMENTAL AGREEMENT**

WHEREAS, WE Hemphill Construction Company, Inc., Contractors, and **Federal Insurance Company**, Surety, entered into a contract with the Mississippi Transportation Commission on the 11th day of April, 2022 for the construction of Federal Aid Project No. STP-7261-00(002) LPA / 108070-701000, Hinds County; and,

WHEREAS: The project consists of the removal and replacement of the existing Mill Street bridge over Town Creek; and

WHEREAS: The Contractor began work on May 2, 2022 and submitted regular monthly invoices for work completed that was signed by the Project Engineer and the City Engineer; and

WHEREAS: Since no payments had been received since work began on May 2, 2022, on October 19, 2022 the Contractor sent a letter stating that they were demobilizing from the project due to failure to receive timely payment for work completed and they removed their forces from the project to work elsewhere until payment for all work completed was received; and

WHEREAS: "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code requires payment of undisputed amounts to the Contractor within forty-five (45) days of receipt of the invoice; and

WHEREAS: The Contractor received the first payment for all work completed on March 15, 2023 and the Contractor scheduled returning to the project after completing work on other projects; and

NOW, THEREFORE, It is hereby mutually agreed by all parties that Past Due Payment Interest of \$68,175.01 and Remobilization at \$51,284.95 for a total of \$119,459.96 be paid to the Contractor.

This agreement in no way modifies or changes the original contract, except as specifically stated herein.

NOW THEREFORE, WE Hemphill Construction Company, Inc., Contractors, and **Federal Insurance Company**, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this Supplemental Agreement is hereby to be performed under the specifications thereof, and that the original contract is in full force and effect.

Dated, this _____ day of _____, 2024

Federal Insurance Company
SURETY

Hemphill Construction Company, Inc.
CONTRACTOR

BY: _____
Date

BY: _____
Date

APPROVED:

LPA Project Engineer/Architect Date

LPA Official Date

JOB NO: H22021/H22022
 PROJECT: Mill Street Bridge Replacement
 LOCATION: Jackson, MS
 OWNER: City of Jackson
 DRAWING:

CERTIFY DATE FOR QUANTITIES: END OF MONTH
 PAY REQUEST MADE TO BIDDING:
 BIDDER APPROVAL WAS TO ORDER:
 DATE PAYMENT AUTHORIZED BY OWNER: 04/15/2024
 DATE PAYMENT MADE BY SUPERVISOR: 05/15/2024

CASH FLOW AND PAYMENT SCHEDULE									
LINE NO.	DESCRIPTION	START DATE	END DATE	PERIOD	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
H22021/H22022	1	08/07/22	08/07/22	08/28/22	\$ 59,915.95			03/15/23	\$ 89,815.05
H22021/H22022	2	07/09/22	07/09/22	07/25/22	\$ 40,825.25			03/15/23	\$ 40,825.25
H22021/H22022	3	08/08/22	08/08/22	08/29/22	\$ 148,470.01			03/15/23	\$ 148,470.01
H22021/H22022	4	08/08/22	08/08/22	08/29/22	\$ 137,131.75			03/15/23	\$ 137,131.75
H22021/H22022	5	10/08/22	10/08/22	10/24/22	\$ 278,472.11			03/15/23	\$ 278,472.11
H22021/H22022	6	11/08/22	11/08/22	11/23/22	\$ 583,508.50			03/15/23	\$ 583,508.50
H22021/H22022	7	12/08/22	12/08/22	12/27/22	\$ 108,323.35			03/15/23	\$ 108,323.35
H22021/H22022	8	01/12/23	01/12/23	01/24/23	\$ 15,971.44			03/15/24	\$ 15,971.44
H22021/H22022	9R	02/07/23	02/07/23	02/28/23	\$ 85,976.98			03/15/23	\$ 85,976.98
H22021/H22022	10	03/03/23	03/03/23	03/28/23	\$ 342,012.65			03/30/23	\$ 342,012.65
H22021/H22022	11R	02/16/24	02/16/24	02/27/24	\$ 282,723.38			02/27/24	\$ 282,723.38
H22021/H22022	12	03/12/24	03/12/24	04/23/24	\$ 51,874.82				
					\$ 2,123,203.47				
					\$ 88,175.91		\$ 2,191,200.00		
							\$ 8,793,331.45		\$ 9,003,331.45
							\$ 51,874.82	\$ 68,175.01	\$ 100,949.83

Pickup - Supt	10.00 hr	\$ 2.34 hr	\$ 23.40
Pickup - Foreman	10.00 hr	\$ 2.34 hr	\$ 23.40
Mobilization Loads	5.00 ea	\$ 300.00 ea	\$1,500.00

Labor

Crane Crew

Supt	15.00 hr	\$ 84.70 hr	\$1,270.50
Foreman	15.00 hr	\$ 64.50 hr	\$ 967.43
Crane Operator	15.00 hr	\$ 53.90 hr	\$ 808.50
Excavator Operator	15.00 hr	\$ 32.34 hr	\$ 485.10
Labor	15.00 hr	\$ 29.26 hr	\$ 438.90
Labor	15.00 hr	\$ 29.26 hr	\$ 438.90

Concrete Crew

Supt	10.00 hr	\$ 84.70 hr	\$ 847.00
Foreman	10.00 hr	\$ 64.50 hr	\$ 644.95
Carpenter	10.00 hr	\$ 32.34 hr	\$ 323.40
Carpenter	10.00 hr	\$ 32.34 hr	\$ 323.40
Excavator Operator	10.00 hr	\$ 32.34 \$	\$ 323.40
Labor	10.00 hr	\$ 29.26 hr	\$ 292.60
Labor	10.00 hr	\$ 29.26 hr	\$ 292.60

Subtotal \$15,688.78

Maintenance of Traffic

Monthly Rental	5.00 mo	\$ 930.60	Subtotal \$ 4,653.00
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Laydown Yard Monthly Lease

Monthly Lease	5.00 mo	\$1,120.00	Subtotal \$ 5,600.00
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Subtotal \$41,630.56

OH & Profit 15% \$ 7,346.57

Subtotal \$48,977.13

Tax & Bond 4.50% \$ 2,307.82

Total \$51,284.95

44

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MS SUPPORTING TWO POLICE OFFICERS IN A PATROL CAR IN HIGH CRIME AREAS.

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

WHEREAS, the Jackson City Council recognizes that supporting two police officers in a patrol car in high-crime areas is a necessary measure to enhance the safety and security of the community and the officers; and

WHEREAS, two officers in a patrol car increase the overall safety of the officers, enabling them to better handle violent situations that could otherwise escalate; and

WHEREAS, increased police visibility in high-crime areas serves as a preventive measure against potential criminal activities and demonstrates the city's commitment to reducing crime rates in these neighborhoods.

THEREFORE, IT IS HEREBY RESOLVED that the City Council of Jackson, Mississippi hereby supports two police officers in a patrol car in high crime areas.

Agenda Item # _____
Agenda Date: October 8, 2024
BY: STOKES

45

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 properly investigated and that all city funds be properly accounted for; and

WHEREAS, Ali Shamsiddeen has been identified as a valuable resource with relevant expertise to conduct an investigation and provide the council with a thorough review of the situation.

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 _____ day of October 8, 2024.

Agenda Item # _____
Agenda Date: October 8, 2024
BY: STOKES

