

SPECIAL MEETING OF THE CITY COUNCIL CITY OF JACKSON, MISSISSIPPI MARCH 21, 2023 AGENDA 10:00 AM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. PASTOR TONYA WARE OF CHURCH TRIUMPHANT GLOBAL

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 FEBRUARY 28, 2023 REGULAR COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)
- 4. APPROVAL OF THE MARCH 1, 2023 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)

INTRODUCTION OF ORDINANCES

REGULAR AGENDA

- 5. CLAIMS (MALEMBEKA, LUMUMBA)
- 6. PAYROLL (MALEMBEKA, LUMUMBA)
- 7. RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF JACKSON, MISSISSIPPI TO REIMBURSE ITSELF FROM THE PROCEEDS OF THE MASTER LEASE PURCHASE AGREEMENT FOR THE PURCHASE OF TWENTY-ONE (21) VEHICLES FOR THE JACKSON POLICE DEPARTMENT. (MALEMBEKA, LUMUMBA)

- 8. ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AND RELATED DOCUMENTS WITH HEMPHILL CONSTRUCTION COMPANY, INC TO SUPPLY THE LABOR AND MATERIALS NECESSARY FOR THE JTRAN BUS STOP SIGNAGE REPLACEMENT PROJECT. (DOTSON, LUMUMBA)
- 9. ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM ONE (1) VENDOR AND AUTHORIZING PAYMENT TO SOUTHEASTERN AUTOMATIC SPRINKLER. (DOTSON, LUMUMBA)
- 10. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT AND CONSTRUCTION AGREEMENT WITH THE MISSISSIPPI TRANSPORTATION COMMISSION REGARDING FEDERAL AID PROJECT IM-0020-01(269)/108902301000, 302000, 303000, AND 304000. (R. LEE, LUMUMBA)
- 11. ORDER AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR AND ADMINISTER A GRANT FROM THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR FUNDING A WASTE TIRE RECYCLING PROGRAM. (ALL WARDS) (R.LEE, LUMUMBA)
- 12. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CONTRACT WITH ENVIRONMENTAL MANAGEMENT PLUS, INC. FOR ENVIRONMENTAL TESTING FOR RENOVATION AND IMPROVEMENT WORK AT FIRE STATIONS 6, 7, 10, 11, AND 23. (R.LEE, LUMUMBA)
- 13. ORDER AMENDING THE FISCAL YEAR 2023 BUDGET OF THE CITY OF JACKSON DEPARTMENT OF PUBLIC WORKS. (R.LEE, LUMUMBA)
- 14. ORDER AUTHORIZING THE MAYOR TO EXECUTE SUBAWARD AGREEMENTS WITH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANTS. (R.LEE, LUMUMBA)
- 15. ORDER RATIFYING CONTRACTS RELATED TO THE EMERGENCY REPAIRS TO THALIA MARA HALL AND THE ARTS CENTER OF MISSISSIPPI IN PREPARATION FOR THE U.S.A. INTERNATIONAL BALLET COMPETITION. (R.LEE, LUMUMBA)
- 16. ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY. (C.MARTIN, LUMUMBA)
- 17. ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (JACKSON CITY COUNCIL)

DISCUSSION

- 18. DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY (JACKSON CITY COUNCIL)
- 19. **DISCUSSION: LITIGATION (FOOTE)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

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

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

Consent Agenda

#5



Minute Book Summary

AGENDA DATE: March 21, 2023

OF CLAIMS', IN THE ORDER APPROVING CLAIMS APPEARING AT PAGES 341 TO INCLUSIVE THEREON, ON MUNICIPAL 'DOCKET

OUNT OF \$6,528,396.73 FOR AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

1		
Fund	Fund Description	Amount
0001	GENERAL FUND	\$428,749.82
0002	SEIZURE & FORF PROP-STATE	\$22,825.50
0003	SEIZURE & FORF PROP-FED	\$129,333.34
0004	TECHNOLOGY FUND	\$43,629.48
0005	PARKS & RECR. FUND	\$96,896.25
0009	LANDFILL/SANITATION FUND	\$151,710.78
0018	STATE TORT CLAIMS FUND	\$1,140.00
0031	WATER/SEWER OP & MAINT FUND	\$56,037.63
0057	EMPLOYEES GROUP INSURANCE FUND	\$36,507.16
0076	KELLOGG FOUNDATION PROJECT	\$6,041.67
0079	PAYROLL FUND	\$18,033.74
0085	HOUSING COMM DEV ACT (CDBG) FD	\$48.79
0120	HOME PROGRAM FUND	\$25.09
0122	HOPWAGRANT - DEPT. OF HUD	\$128,508.05
0157	INFRASTRUCTURE BOND 2020 \$32M	\$649,206.93
0173	1% INFRASTRUCTURE TAX.	\$106,246.23
0187	TRANSPORTATION FUND	\$1,009,844.33
0203	JXN CONVENTION & VISITORS BUR	\$272,608.57
3	RESURFACING -REPAIR & REPL. FD	\$80,973.88
บบบ0	P E G ACCESS- PROGRAMMING FUND	\$7,291.28
0372	MODERNIZATION TAX	\$77,100.00
0379	ESG COVID CARES ACT	\$34,823.07
0382	CDBG COVID CARES	\$149,751.09
0390	ZOOLOGICAL PARK	\$2,560.43
0398	DFA- PW- SB2948	\$3,000,000.00
0399	LIBRARY FUND	\$9,453.50
0404	DFA-SB2971-PETE BROWN GOLF	\$9,050.12
		\$6,528,396.73

APPROVED FOR AGENDA INITIALS

DATE

DEPARTMENT DIRECTOR LEGAL CAO

CFO

MAYOR'S OFFICE

ITEM#

AGENDA DATE 03/21/23 BY: THAMES, LUMUMBA

Detail Invoice List ACCOUNTS PAYABLE CHECK RUN REPORT

CHECK RUN: CD032123
DUE DATE: 03/21/2023

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Detail Invoice List CHECK RUN: CD032123 DUE DATE: 03/21/2023

03/21/2023

DUE DATE:	03/21/2023									
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70404	ACCOUNT DETAIL 1 00144160 6299	0000	FIRE VEHI OTHER OPE	R OPE	03/21/2023	9995289703 LINE AMOUNT 60.89		87690		
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401890	ALEXIS H. WARNER	0000		N V	03/28/2023	0011122731	142.50	87492		
	1 00550126 6419		ATHLETICS OTHER PRO	R PRO		LINE AMOUNT 104.50				
						CHECK TOTAL	104.50 247.00			
60745	ALLDATA CORPORATION ACCOUNT DETAIL	0000	88230143	N V	03/21/2023	INVC02652039		87680		
	1 00144160 6231		FIRE VEHI COMPUTER	UTER		1,500.00	1 500 00			
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41630	ALOHA LOCK & KEY SHOP	0000	77230371	ĪZ V	03/28/2023	59067		87356		
	1 03152010 6419	*	WATER/SEWOTHER PRO	R PRO						
41630	ALOHA LOCK & KEY SHOP ACCOUNT DETAIL	0000	77230376	Ž	03/28/2023	59070	20.00	87404		
	1 00145300 6461		CARE & MA BUILDINGS	INGS		32.96				
41630	ALOHA LOCK & KEY SHOP	0000	88230142	N N	03/21/2023	59080	32.96	87679		
	1 00144120 6316		EMERGENCYMOTOR VEH	RVEH		12.00				
41630	ALOHA LOCK & KEY SHOP	0000	77230407	N N	03/21/2023		12.00	87712		
	1 00145610 6317		VEHICLE M OTHER REP	REP		10.00	10.00			
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City of Jackson



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List CHECK RUN: CD032123 DUE DATE: 03/21/2023

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Detail Invoice List CHECK RUN: CD032123 DUE DATE: 03/21/2023

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Detail Invoice List CHECK RUN: CD032123 DUE DATE: 03/21/2023

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ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List CHECK RUN: CD032123 DUE DATE: 03/21/2023

63575	1 00140794 6419 BROOKS COURT REPORTIN ACCOUNT DETAIL 1 00140794 6419	0000	CLAIMS (O	OTHER PRO	03/28/2023	48528 LINE AMOUNT 50.70	993.75	87535	
						CHECK TOTAL	50.70 1,044.45		
70053	BUSINESS & OFFICE KON ACCOUNT DETAIL 1 00144224 6213	0000	23000852 ADMINISTR C	23000852 EFT ADMINISTR CLEANING	03/28/2023	12532 LINE AMOUNT 4,860.00 CHECK TOTAL	4,860.00 4,860.00	87421	
71890	CANON FINANCIAL SERVI ACCOUNT DETAIL 1 00141410 6514	0000	PURCHASIN	INV PURCHASIN RENTAL OF	03/28/2023	INV6207953 LINE AMOUNT 354.50		87337	
						CHECK TOTAL	354.50		
69303	CAPITAL CITY SECURITY ACCOUNT DETAIL 1 03152010 6420	0000	WATER/SEV	EFT WATER/SEW CONTRACT	03/28/2023	18780 LINE AMOUNT 2,120.80		86973	
						CHECK TOTAL	2,120.80		
401782	CARSON CONSULTING SER	0000		EFT	03/21/2023	498		87682	
	1 07640145 6419		KELLOG	OTHER PROF	11	2,333.33			

Detail Invoice List CHECK RUN: CD032123 DUE DATE: 03/21/2023

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50.24	4148911397 LINE AMOUNT	4148912107 LINE AMOUNT 123.71	4148926313 LINE AMOUNT 181.43	4148926181 LINE AMOUNT 117.78	4148781191 LINE AMOUNT 16.98	4147529949 LINE AMOUNT 330.94	4143142672 LINE AMOUNT 59.29	001112728 LINE AMOUNT 164.00 CHECK TOTAL	INVOICE CHECK TOTAL
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City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List
CHECK RUN: CD032123
DUE DATE: 03/21/2023

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Detail Invoice List CHECK RUN: CD032123 DUE DATE: 03/21/2023

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Detail Invoice List CHECK RUN: CD032123 DUE DATE: 03/21/2023

	71998			4681		4681		4681			72690			401475			60509	CASH A
1 00144220 6455	CSPIRE BUSINESS SOLUT ACCOUNT DETAIL		1 00140200 6218	CRAFT OFFICE PRODUCTS ACCOUNT DETAIL	1 00142800 6218	CRAFT OFFICE PRODUCTS ACCOUNT DETAIL	1 00142800 6218	CRAFT OFFICE PRODUCTS ACCOUNT DETAIL		1 00550110 6419	CORNERSTONE ENGINEERI		1 07640145 6419	CONSULTING BY LEE		1 39049800 6419	COLLEGE OF VETERINARY ACCOUNT DETAIL	CASH ACCOUNT: 999 1100 VENDOR
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1,098.56	300048206 9	CHECK TOTAL	118.80	20281.3	8.06	20360	507.73	20304.1	CHECK TOTAL	4,900.00	7252	CHECK TOTAL	2,708.34	015	CHECK TOTAL	1,285.30	23-1010	INVOICE CHECK TOTAL
1,098.56		118.80 634.59		8.06)))		507 73		4,900.00	200		2,708.34 2,708.34			1,285.30	200		AMOUNT 15,000.00
	87536			87694		87456		87455			87638			87683			87493	DOCUMENT YOUCHER CHECK



Detail Invoice List ACCOUNTS PAYABLE CHECK RUN REPORT

CHECK RUN: CD032123
DUE DATE: 03/21/2023 03/21/2023

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VENDOR CASH ACCOUNT: 999 CSPIRE BUSINESS SOLUT ACCOUNT DETAIL 1100 REMIT : POOLED CASH - AP DISBURSEMENTS PO TYPE \overline{z} DUE DATE 03/21/2023 02052023 03042023 INVOICE AMOUNT DOCUMENT YOUCHER CHECK 87643

1 00144220 6455 SUPPORT S CELLULAR P CHECK TOTAL LINE AMOUNT 68.66 68.66 **1,167.22**

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INV018407

LINE AMOUNT

87685

25,000.00 **25,000.00**

87316

19,806.12

19,806.12

87686

LINE AMOUNT

8,610.13

73505

DOXIM UTILITEC LLC

ACCOUNT DETAIL

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1 03152010 6421

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ACCOUNT DETAIL

1 03152010 6421

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CHECK TOTAL

28,416.25

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8,610.13

LINE AMOUNT

266.50

401889

EDWARD LAVEL JOHNSON

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ACCOUNT DETAIL

1 00550126 6419

ATHLETICS OTHER PRO

1% ENG CAPIMPROVEMEN EFT 03/21/2023

222-10-10

86798

LINE AMOUNT

19,451.81

CHECK TOTAL

266.50 **266.50**

03/21/2023

480762

LINE AMOUNT

87677

CHECK TOTAL

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1 00144120 6316

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City of Jackson



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List CHECK RUN: CD032123 DUE DATE: 03/21/2023

		70726			401546			400114		400114			5983		5983			70982	VENDOR	DOM DATE:
	1 00144120 6316	G & W DIESEL SERVICE ACCOUNT DETAIL		1 00145125 6419	EVANS TREE & PROPERTY ACCOUNT DETAIL		1 00144470 6446	ENVIRONMENTAL ANALYTI ACCOUNT DETAIL	1 00144470 6446	ENVIRONMENTAL ANALYTI ACCOUNT DETAIL		1 03152220 6316	EMPIRE TRUCK SALES IN	1 03152220 6316	EMPIRE TRUCK SALES IN		1 00144120 6316	EMERGENCY EQUIPMENT P	VDOR	
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		48050			6442			400131		400131		400131		400131			68457	CASH A
	1 001 2390	FLEETCOR TECHNOLOGIES ACCOUNT DETAIL		1 00550125 6419	FISHER FIRE EXTINGUIS ACCOUNT DETAIL		1 40450133 6419	FACILITY SERVICES AND ACCOUNT DETAIL	1 00550410 6419	FACILITY SERVICES AND ACCOUNT DETAIL	1 00550110 6419	FACILITY SERVICES AND ACCOUNT DETAIL	1 00550140 6419	FACILITY SERVICES AND ACCOUNT DETAIL		1 00550180 6317 2 00550410 6419	EXQUISITE KONCEPTS ACCOUNT DETAIL	1
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	GENERAL F DUE TO FUE			PROGRAMMIOTHER PRO	23000996		DFA-PETEBROTHER PROF	23000928	PARKS - M OTHER PRO	23000965	ADMIN PAR OTHER PRO	23000943	TENNIS CO OTHER PRO	23000939		AQUATICS OTHI PARKS - M OTHI	23000942	POOLED CASH - AP DISBURSEMENTS
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		03/28/2023			03/21/2023			03/28/2023		03/28/2023		03/28/2023		03/28/2023			03/28/2023	SEMENTS
CHECK TOTAL	48,047.79	NP64003745	CHECK TOTAL	54.00	82907	CHECK TOTAL	2,500.00	PB02102023	4,200.00	GP02092023	4,900.00	GP02172023	1,500.00	DD02132023	CHECK TOTAL	1,358.69 3,450.00	23030 LINE AMOUNT	STATE OF STREET
48,047.79 48,047.79			54,00			2,500.00 13,100.00		4,200.00		4,900.00		1,500.00			4,808.69 4,808.69		AMOUNT	
		87498			87518			87314		87313		87095		87073			DOCUMENT VOUCHER CHECK 87405	
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Detail Invoice List CHECK RUN: CD032123 DUE DATE: 03/21/2023

401187	53639	400408	71764	71958	61274	CASH A VENDOR 61274
GEORGE R JOHNSON ACCOUNT DETAIL 1 00550126 6419	GENERAL WILLIAMS ACCOUNT DETAIL 1 18756530 6824	GEANETTE GROSS PERKI ACCOUNT DETAIL 1 00550126 6419	GARLINGTON HALLER VEN ACCOUNT DETAIL 1 05755897 6419	FUSE.CLOUD ACCOUNT DETAIL 1 18756520 6454	FLEETPRIDE ACCOUNT DETAIL 1 00144120 6316	CASH ACCOUNT: 999 1100 IDOR 61274 FLEETPRIDE ACCOUNT DETAIL 1 00144120 6316
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03/28/2023	03/21/2023	03/28/2023	03/14/2023	03/28/2023	03/21/2023	SEMENTS DUE DATE SENSOR
00112714 LINE AMOUNT 184.50	03 LINE AMOUNT 348,870.68 CHECK TOTAL	00112719 LINE AMOUNT 76.00 CHECK TOTAL	10935 LINE AMOUNT 29,500.00 CHECK TOTAL	CHECK TOTAL 85427 LINE AMOUNT 3,419.51 CHECK TOTAL	106266778 LINE AMOUNT 108.06	INVOICE 106216841 LINE AMOUNT 1,861.66
184.50	348,870.68 348,870.68	76.00 76.00	29,500.00 29,500.0 0	1,969.72 1,969.72 3,419.51 3,419.51	1,861.66 108.06	AMOUNT
87322	87089	87325	87429	86981	87675	AMOUNT DOCUMENT 87674 51.66
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Detail Invoice List
CHECK RUN: CD032123
DUE DATE: 03/21/2023

	20570			47046			72793			53638		53638			72753			7	CASH A
1 15745190 6824	HEMPHILL CONST. CO.		1 00144220 6465	HAYLES TOWING & RECOV		1 00550110 6514	HAWKBAN LLC ACCOUNT DETAIL		1 00144220 6465	HALL'S TOWING SERVICE ACCOUNT DETAIL	1 00144220 6465	HALL'S TOWING SERVICE ACCOUNT DETAIL		1 12256615 6742	GRACE HOUSE INC		1 00550126 6419	GEOR	CASH ACCOUNT: 999 1100
ECIP IOTBC	0000 EFT		SUPPORTS AUTO+TR	0000 INV		ADMIN PAR RENTAL OF	0000 INV		SUPPORT S AUTO + TR	0000 EFT	SUPPORT S AUTO + TR	0000 EFT		HOPWA - G CTOA	0000 EFT		ATHLETICS OTHER PRO	PO	OLED CASH - AP (
	03/21/2023			03/14/2023			03/21/2023			03/14/2023		03/14/2023			03/21/2023			03/28/2023	RSEMENTS
649,206.93	022823-11	CHECK TOTAL	370.00	250023	CHECK TOTAL	7,200.00	HAWK-110126	CHECK TOTAL					CHECK TOTAL	58,954.61	180	CHECK TOTAL	184.50	INVOICE 00112726	
649 206 93		370.00	370.00		7,200.00	9		45.00 120.00		/5.00	<u> </u>		58,954.61 58,954.61			184.50 369.00		AMOUNT	
	87711			87494			87668			86660		86659			87540			BOCUMENT VOUCHER 87483	
	B24 ECIP IOTBC 649,206.93	HEMPHILL CONST. CO. 0000 EFT 03/21/2023 022823-11 ACCOUNT DETAIL LINE AMOUNT 1 15745190 6824 ECIP IOTBC 649,206.93	HEMPHILL CONST. CO. 0000 EFT 03/21/2023 022823-11 ACCOUNT DETAIL 1 15745190 6824 ECIP IOTBC 649,206.93	1 00144220 6465 SUPPORTS AUTO + TR 370.00 370.00 370.00 HEMPHILL CONST. CO. 0000 EFT 03/21/2023 022823-11 ACCOUNT DETAIL 1 15745190 6824 ECIP IOTBC 649,206.93 649,206.93	HAYLES TOWING & RECOV ACCOUNT DETAIL ACCOUNT DETAIL 1 00144220 6465 0000 INV SUPPORT'S AUTO + TR 03/14/2023 250023 LINE AMOUNT 370.00 370.00 CHECK TOTAL 370.00 370.00 370.00 370.00 370.00 CHECK TOTAL 370.00 370.00 370.00 370.00 370.00 370.00 370.00 CHECK TOTAL 370.00 370.00 370.00 370.00 370.00 370.00 370.00 370.00 370.00 370.00 370.00 370.00	HAYLES TOWING & RECOV ACCOUNT DETAIL 1 00144220 6465 SUPPORTS AUTO + TR 1 00744220 6465 SUPPORTS AUTO + TR 270.00 CHECK TOTAL 370.00 CHECK TOTAL 370.00 ACCOUNT DETAIL 1 15745190 6824 ECIP IOTBC EFT 03/21/2023 C22823-11 649,206.93 649.206.93	1 00550110 6514 ADMIN PAR RENTAL OF 7,200.00 7,200.00 HAYLES TOWING & RECOV ACCOUNT DETAIL 1 00144220 6465 SUPPORT'S AUTO + TR 370.00 HEMPHILL CONST. CO. ACCOUNT DETAIL 1 15745190 6824 ECIP IOTBC ADMIN PAR RENTAL OF 7,200.00 INV 03/14/2023 250023 LINE AMOUNT 370.00 CHECK TOTAL 370.00 ACGOUNT DETAIL 649,206.93 649,206.93	HAWKBAN LLC ACCOUNT DETAIL 1 00550110 6514 0000 ADMIN PAR RENTAL OF INV 03/21/2023 HAWK-110126 LINE AMOUNT 7,200.00 4AWK-110126 7,200.00 HAYLES TOWING & RECOV ACCOUNT DETAIL 1 00144220 6465 0000 SUPPORT'S AUTO + TR INV 03/14/2023 250023 LINE AMOUNT 370.00 250023 LINE AMOUNT 370.00 370.00 370.00 370.00 370.00 370.00 CHECK TOTAL 370.00 370.00 370.00 370.00 370.00 11 15745190 6824 370.00 EFF 03/21/2023 022823-11 LINE AMOUNT 1 649,206.93 3649,206.93 649,206.93	HAWKBAN LLC ACCOUNT DETAIL 1 00550110 6514 ACCOUNT DETAIL 1 00550110 6514 ADMIN PAR RENTAL OF ACCOUNT DETAIL 1 00144220 6465 ACCOUNT DETAIL 1 15745190 6824 BCIP IOTBC CHECK TOTAL 1 15745190 6824 ACCOUNT DETAIL 1 15745190 6824 ADMIN PAR RENTAL OF ADMIN	1 00144220 6465 SUPPORT'S AUTO+TR 45.00	HALL'S TOWING SERVICE ACCOUNT DETAIL 1 00144220 6465 HAWKBAN LLC ACCOUNT DETAIL 1 00550110 6514 HAYLES TOWING & RECOV ACCOUNT DETAIL 1 00144220 6465 HAYLES TOWING & RECOV ACCOUNT DETAIL 1 00144220 6465 HAYLES TOWING & RECOV ACCOUNT DETAIL 1 00144220 6465 HAYLES TOWING & RECOV ACCOUNT DETAIL 1 10144220 6465 HEMPHILL CONST. CO. ACCOUNT DETAIL 1 15745190 6824 HEMPHILL CONST. CO. ACCOUNT DETAIL 1 15745190 6824	HALL'S TOWING SERVICE O000	HALL'S TOWING SERVICE ACCOUNT DETAIL 1 00144220 6465 SUPPORT S AUTO + TR 1 03/14/2023 491073 LINE AMOUNT 75.00 75.00 1 00144220 6465 SUPPORT S AUTO + TR 23/14/2023 491380 2491380	HALL'S TOWING SERVICE ACCOUNT DETAIL 1 00144220 6465 HAWKBAN LLC ACCOUNT DETAIL 1 00550110 6514 HAYLES TOWING & RECOV ACCOUNT DETAIL 1 1 00144220 6465 HAYLES TOWING & RECOV ACCOUNT DETAIL 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	HALL'S TOWING SERVICE ACCOUNT DETAIL 1 00144220 6465 HALL'S TOWING SERVICE ACCOUNT DETAIL 1 00144220 6465 HALL'S TOWING SERVICE ACCOUNT DETAIL 1 1 00144220 6465 HALL'S TOWING SERVICE ACCOUNT DETAIL 1 1 00144220 6465 HALL'S TOWING SERVICE ACCOUNT DETAIL 1 1 00144220 6465 HALL'S TOWING SERVICE ACCOUNT DETAIL 1 1 00144220 6465 HAWKBAN LLC ACCOUNT DETAIL 1 1 00550110 6514 HAWKBAN LLC ACCOUNT DETAIL 1 1 00550110 6514 HAVLES TOWING & RECOV ACCOUNT DETAIL 1 1 00144220 6465 HAPPHILL CONST. CO. ACCOUNT DETAIL 1 1 00144220 6465 HAPPHILL CONST. CO. ACCOUNT DETAIL 1 1 5745190 6824 HOPWA-G CTOA EFT 03/14/2023 LINE AMOUNT 7,200.00 CHECK TOTAL 370.00 CHECK TOTAL 1 5745190 6824 ECIP 10TBC HOPWA-G CTOA CHECK TOTAL 370.00 CHECK	GRACE HOUSE INC ACCOUNT DETAIL 1 12256615 6742 HOPWA-G CTOA EFT 03/21/2023 180 LINE AMOUNT 58,954.61 58,95	CHECK TOTAL S8,954.61 CHECK TOTAL CHECK TO	CHECK TOTAL S8.954.61 S8.9	CECRCER JOHNSON CHEMIT PO TYPE DUE,DATE INVOICE AMOUNT COUNT DETAIL 1 00550126 6419 ATHLETICS OTHER PRO 104,50 184,5



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Detail Invoice List CHECK RUN: CD032123 DUE DATE: 03/21/2023

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/5.00	23-02-01451 LINE AMOUNT	23-014930 LINE AMOUNT 75.00	75.00	23-014552 LINE AMOUNT	75.00	23-013956	45.00	1889	75.00	2023-012192	CHECK TOTAL	225.50	001112727	307.50	001112715	INVOICE CHECK TOTAL	
75.00	2.00	75 00	75.00	75.00	1	45.00	1	75.00			533.00		307.50			AMOUNT 649,206.93	
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ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List CHECK RUN: CD032123 DUE DATE: 03/21/2023

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/5.00	23-03-00606 LINE AMOUNT	2023-03-01708 LINE AMOUNT 45.00	23-02-02145 LINE AMOUNT 75.00	23-03-00361 LINE AMOUNT 75.00	2023-03-00031 LINE AMOUNT 75.00	SUV-0096 LINE AMOUNT 45.00	0096 LINE AMOUNT 45.00	PC 0095 LINE AMOUNT 45.00	PC 0094 LINE AMOUNT
75.00	43.00	À 0.00	75.00	75.00	45.00	45.00	45.00	45.00	AMOUNT
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Detail Invoice List CHECK RUN: CD032123 DUE DATE: 03/21/2023

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	1 00145610 6317	HOME DEPOT COMMERCIAL	1 00145300 6461	HOME DEPOT COMMERCIAL ACCOUNT DETAIL	1 00145300 6461	HOME DEPOT COMMERCIAL	1 00145300 6461	HOME DEPOT COMMERCIAL ACCOUNT DETAIL	1 00145300 6461	HOME DEPOT COMMERCIAL ACCOUNT DETAIL		1 00144220 6465	HICKS TOWING SERVICE ACCOUNT DETAIL	1 00144220 6465	HICKS TOWING SERVICE	1 00144220 6465	HICKS TOWING SERVICE	1 00144220 6465	ACCOUNT DETAIL		UNT: 999 1100
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	VEHICLE M OTHER REP	77230406	CARE & MA BUILDINGS	77230382	CARE & MA BUILDINGS	77230392	CARE & MA BUILDINGS	77230369	CARE & MA BUILDINGS	77230370		SUPPORT S AUTO + TR		SUPPORT S AUTO + TR		SUPPORT S AUTO + TR		SUPPORT S AUTO + TR		PO	POOLED CASH - AP DISBURSEMENTS
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(LINE AMOUNT	9970330	235.47	3970196	LINE AMOUNT 43.00		58.98	7975016	16.62	7975025 LINE AMOUNT	CHECK TOTAL	75.00	23-03-02534 LINE AMOUNT	75.00	23-03-02143	75.00	23-03-01063	75.00	LINE AMOUNT	INVOICE	NO THE PERSON NAMED IN
34 41		235.47		43.00		58.98	3		16.62		1,245.00		75.00) 1	75.00		0.00	7F 00		AMOUNT	日を見る日
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Detail Invoice List CHECK RUN: CD032123 DUE DATE: 03/21/2023

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	1 00550125 6419	INTEGRATED PEST SERVI	1 00550125 6419	INTEGRATED PEST SERVI	1 00550125 6419	INTEGRATED PEST SERVI	1 00550110 6419	INTEGRATED PEST SERVI		1 39049800 6419	INTEGRATED PEST SERVI	1 00550126 6419	ACCOUNT DETAIL	INTEGRATED PEST SERVI	1 00550126 6419	INTEGRATED PEST SERVI ACCOUNT DETAIL		1 00550126 6419	INTEGRATED PEST SERVI		1 00141810 6317	CASH ACCOUNT: 999 1100 NDOR 68345 HOME DEPOT COMMERCIAL ACCOUNT DETAIL
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		03/28/2023		03/28/2023		03/28/2023		03/28/2023			03/28/2023			03/28/2023		03/28/2023			03/28/2023			DUE DATE 03/21/2023
		79697	80.00		80.00			79726 LINE AMOUNT		LINE AMOUNT 517.00		34.00	JE AM	79415		79707 LINE AMOUNT	•	LINE AMOUNT		CHECK TOTAL	196.33	INVOICE 9970345
80.00		80.00		80.00		0	5 5 0		517.00		3 1 .00	3		68.00			34.00			196.33 584.81		AMOUNT
J		0 87350		87349		87348	_	87347	J		87346			87345	•	87344	<u> </u>		87343	- 3		DOCUMENT 87777
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ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List CHECK RUN: CD032123 DUE DATE: 03/21/2023

		67938		67938		67938		67938		67938		67938		67938		67938		VENDOR 67938
	1 00144170 6419	INTEGRATED PEST SERVI	1 00550126 6419	INTEGRATED PEST SERVI	1 00550410 6419	INTEGRATED PEST SERVI	1 00550480 6419	INTEGRATED PEST SERVI	1 00550125 6419	67938 INTEGRATED PEST SERVI								
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	FIRE STAT OTHER PRO	23000908	ATHLETICS OTHER PRO		PARKS - M OTHER PRO		PARKS - M OTHER PRO		PROGRAMMIOTHER PRO	PO								
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		03/28/2023		03/28/2023		03/28/2023		03/28/2023		03/28/2023		03/28/2023		03/28/2023		03/28/2023		DUE DATE 03/28/2023
CHECK TOTAL	1,255.00	79864	80.00	79705	80.00	79723	40.00	79517	80.00	79699	80.00	79704	LINE AMOUNT	79782	168.00	79700	LINE AMOUNT	79698
1,255.00 2,904.00		80.00		80.00		40.00	; ;	80.00		80.00)))	80.00		168.00		80.00		AMOUNT
		87495		87363		87362		87361		87360		87359		87357		87354		DOCUMENT 87351
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ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List CHECK RUN: CD032123 DUE DATE: 03/21/2023

		41770			401899		401899		401899		401899		401899		401899			8785	CASHA
	1 00144110 6218	JACKSON BUSINESS SYST		1 00141300 6443	IPMA-HR SOUTHERN REGI	1 00141300 6443	IPMA-HR SOUTHERN REGI	1 00141300 6443	IPMA-HR SOUTHERN REGI	1 00141300 6443	IPMA-HR SOUTHERN REGI	1 00141300 6443	IPMA-HR SOUTHERN REGI	1 00141300 6443	IPMA-HR SOUTHERN REGI		1 00144210 6443	INTERNATIONAL ASSOC O	CASH ACCOUNT: 999 1100
		0000			0000		0000		0000		0000		0000		0000			0000	
	FIRE ADMI OFFICE SU	23000850		PERSONNELDUES, MEM		PERSONNELDUES, MEM.		PERSONNELDUES, MEM.		PERSONNELDUES, MEM.		PERSONNELDUES, MEM		PERSONNELDUES, MEM.			OFFICE OF DUES	, 70	P.BVC
	CE SU	EFT		S, MEM.	N	S, MEM.	N N	S, MEM.	N/	S, MEM.	N<	S, MEM.	N V	S, MEM.	N V		DUES, MEM.	INV	PDISBURS
		03/21/2023			03/21/2023		03/21/2023		03/21/2023		03/21/2023		03/21/2023		03/21/2023			03/28/2023	SEMENTS
CHECK TOTAL	72.40	36274	CHECK TOTAL	375.00	00757	275.00	00760	375.00	00759	375.00	00758 LINE AMOUNT	375.00	00762	375.00	00761	CHECK TOTAL	190.00	0252684 0252684	STATE OF THE PERSON
72.40 72.40	<u> </u>		375.00 2,250.00		3/5.00		3/3.00	375 00		375 00	3/5.00		3/5.00			190.00 190.00		AMOUNI	
		87450			87761		87759		87758		87749		87747		87743			87338	
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Detail Invoice List CHECK RUN: CD032123 DUE DATE: 03/21/2023

	71125		71125			401195		401195			9387		9387		9387			000	VENDOR	CASH A
1 00144240 6316	JENKINS AUTOMOTIVES	1 00144240 6316	JENKINS AUTOMOTIVES		1 00550126 6419	JAMYE TERRELL HORTON	1 00550126 6419	JAMYE TERRELL HORTON		1 00145300 6461	JACKSON SUPPLY CO ACCOUNT DETAIL	1 00145300 6461	JACKSON SUPPLY CO ACCOUNT DETAIL	1 00145300 6461	JACKSON SUPPLY CO ACCOUNT DETAIL		1 00140500 6219	ACCOUNT DETAIL	T'	CASH ACCOUNT: 999 1100
	0000		0000			0000		0000			0000		0000		0000			0000		
OPERATION MOT	99230092	OPERATION MOT	99230092		ATHLETICS OTH		ATHLETICS OTH			CARE & MA BUIL	77230368	CARE & MA BUIL	77230367	CARE & MA BUIL	77230366		OFFICE OF PRIN	23000946	•	POOLED CASH - AP DISBURSEMENTS
OR VEH	EFT	OR VEH	EFT		ER PRO	N	ER PRO	N		DINGS	N V	DINGS	Z	DINGS	Z		TING	2	TYPE	P DISBUR
	03/21/2023		03/21/2023			03/28/2023		03/28/2023			03/28/2023		03/28/2023		03/28/2023			03/20/2023	DUE DATE	SEMENTS
2,758.82	666	3,049.30	673	CHECK TOTAL	47.50	001112730	76.00	001112720	CHECK TOTAL	26.83	S5884546.001	123.40	S5884532.001	409.23	\$5883745.001	CHECK TOTAL	492.64	LINE AMOUNT	1	
	3,049.30			47.50 123.50		/6.00	1		26.83 559.46	}	123.40	2	409.23			492.64 492.64			AMOUNT	
	87746		87745			87487		87328			87088		87087		87086			8/443	DOCUMENT	Salasonia China
	S16 OPERATION MOTOR VEH	JENKINS AUTOMOTIVES 0000 99230092 EFT 03/21/2023 666 ACCOUNT DETAIL	JENKINS AUTOMOTIVES 0000 99230092 EFT 03/21/2023 686 ACCOUNT DETAIL 1 00144240 6316 OPERATION MOTOR VEH 2,758.82	JENKINS AUTOMOTIVES 0000 99230092 EFT 03/21/2023 673 LINE AMOUNT 1 00144240 6316 OPERATION MOTOR VEH 3,049.30 3,049.30 JENKINS AUTOMOTIVES ACCOUNT DETAIL 0000 99230092 EFT 03/21/2023 666 1 00144240 6316 OPERATION MOTOR VEH 2,758.82	JENKINS AUTOMOTIVES ACCOUNT DETAIL 1 00144240 6316 JENKINS AUTOMOTIVES ACCOUNT DETAIL 1 00144240 6316 OPERATION MOTOR VEH 1 00144240 6316 OPERATION MOTOR VEH 1 00144240 6316 OPERATION MOTOR VEH 2,758.82 CHECK TOTAL 123.50 LINE AMOUNT 2,758.82	1 00550126 6419 ATHLETICS OTHER PRO 47.50 47.50 47.50 47.50 47.50 47.50 CHECK TOTAL 123.50 JENKINS AUTOMOTIVES ACCOUNT DETAIL 1 00144240 6316 OPERATION MOTOR VEH 1 00144240 6316 OPERATION MOTOR VEH 1 00144240 6316 OPERATION MOTOR VEH 2,758.82	JAMYE TERRELL HORTON ACCOUNT DETAIL 1 00550126 6419 0000 INV 03/28/2023 001112730 LINE AMOUNT 47.50 /6.00 47.50 JENKINS AUTOMOTIVES ACCOUNT DETAIL 1 00144240 6316 0000 99230092 EFT 03/21/2023 673 LINE AMOUNT 3,049.30 LINE AMOUNT 3,049.30 10049.30 3,049.30 3,049.30 3,049.30 3,049.30 3,049.30 100144240 6316 OPERATION MOTOR VEH 03/21/2023 686 LINE AMOUNT 1 00144240 6316 LINE AMOUNT 2,758.82	ATHLETICS OTHER PRO	JAMMYE TERRELL HORTON ACCOUNT DETAIL 1 00550126 6419 0000 INV 03/28/2023 001112720 LINE AMOUNT 76.00 127.00 76.00	JAMYE TERRELL HORTON ACCOUNT DETAIL 1 00550126 6419 ATHLETICS OTHER PRO JAMYE TERRELL HORTON ACCOUNT DETAIL 1 00550126 6419 ATHLETICS OTHER PRO INV 03/28/2023 001112720 ACCOUNT DETAIL 1 00550126 6419 ATHLETICS OTHER PRO INV 03/28/2023 001112730 LINE AMOUNT 47.50 ACCOUNT DETAIL 1 00144240 6316 OPERATION MOTOR VEH 1 00144240 6316 OPERATION MOTOR VEH 2,758.82	1 00145300 6461 CARE & MA BUILDINGS 26.83 26.8	JACKSON SUPPLY CO	1 00145300 6461 CARE & MA BUILDINGS LINE AMOUNT	JACKSON SUPPLY CO	1 00145300 6461 CARE & MA BUILDINGS MA BUILDI	JACKSON SUPPLY CO	JACKSON SUPPLY CO	1 00140500 6219 OFFICE OF PRINTING	ACCOUNT DETAIL 1 00140500 6219 1 OFFICE OF PRINTING 1 00140500 6219 1 OFFICE OF PRINTING 2 CHECK TOTAL 2 492.64 492.63 409.23 40	O JACKSON SUPPLY CO JACKSON



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List CHECK RUN: CD032123 DUE DATE: 03/21/2023

Report generated: User: Program ID:			401895			71125		71125		71125		71125		71125		71125		71125		VENDOR 71125
03/17/2023 08:35:54 Cynthia Greenfield (cgreenfield) rrnt		1 00550126 6419	JIMERICK TRIM		1 00144240 6316	JENKINS AUTOMOTIVES	1 00144240 6316	JENKINS AUTOMOTIVES	1 00144240 6316	JENKINS AUTOMOTIVES	1 00144240 6316	JENKINS AUTOMOTIVES ACCOUNT DETAIL	1 00144240 6316	JENKINS AUTOMOTIVES ACCOUNT DETAIL	1 00144240 6316	JENKINS AUTOMOTIVES	1 00144240 6316	JENKINS AUTOMOTIVES ACCOUNT DETAIL	1 00144240 6316	VIDOR 71125 JENKINS AUTOMOTIVES
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		ATHLETICS OTH			OPERATION MOTOR VEH	99230092	OPERATION MOTOR VEH	99230092	OPERATION MOTOR VEH	99230092	OPERATION MOTOR VEH	99230092	OPERATION MOTOR VEH	99230092	OPERATION MOTOR VEH	99230092	OPERATION MOTOR VEH	99230092	OPERATION MOTOR VEH	POOLED CASH - PO 99230092
		OTHER PRO	Z		TOR VEH	EFT	FOR VEH	EFT	FOR VEH	EFT	TOR VEH	EFT	TOR VEH	EFT	FOR VEH	EFT	TOR VEH	EFT	TOR VEH	AP DISBUR
			03/28/2023	,		03/21/2023		03/21/2023		03/21/2023		03/21/2023		03/21/2023		03/21/2023		03/21/2023	·	SEMENTS DUE DATE 03/21/2023
		LINE AMOUNT 184.50	0011122716	CHECK TOTAL	55.00	670	LINE AMOUNT 1,867.32	669	123.50	671	437.00	677	200.00	675	1,187.50	674	2,928.20	672	437.00	INVOICE 576
	184.50			55.00 13,043.64		1,867.32		123.50		437.00		200.00		1,187.50		2,928.20		437.00		AMOUNT
			87333			87757		87756		87755		87754		87753		87751		87750		DOCUMENT 87748
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		401225			401853			401190		401190			69285		69285	VENDOR
	1 00550140 6419	KENNETH WAYNE JOHNSON		1 39852101 6493	JXN WATER ACCOUNT DETAIL		1 00550126 6419	JOSHAUNDA WADE ACCOUNT DETAIL	1 00550126 6419	JOSHAUNDA WADE		1 00140700 6317	JOHN W HAWKINS/DBA GL	1 40450133 6419	JOHN W HAWKINS/DBA GL	CASH ACCOUNT: 999 1100 DOR
		0000			0000		;	0000		0000			0000		0000	REMIT
	TENNIS CO OTHER PRO	23000968		WATER ITPMTHIRD PART			ATHLETICS OTHER PRO		ATHLETICS OTH			LEGAL OTH	77230372	DFA-PETEBROTHER PROF	22002298	POOLED CASH - AP DISBURSEMENTS PO TYPE DUED
	ER PRO	Z		O PART	Z		ER PRO	N	OTHER PRO	N V		OTHER REP	Z	ER PROF	īZ <	TYPE
		03/28/2023			03/21/2023			03/28/2023		03/28/2023			03/28/2023		03/28/2023	DUE DATE
CHECK TOTAL	4,900.00	00115	CHECK TOTAL	3,000,000.00	SB2948 001	CHECK TOTAL	47.50	001112733 LINE AMOUNT	85.50	001112722	CHECK TOTAL	165.00	23352	1,553.80	23327	INVOICE CHECK TOTAL
4,900.00			3,000,000.00	3 000 000		133.00	i	00.00	р л л		165.00 1,718.80		1,353.00	, n		AMOUNT DOCUMENT
		87312			87710			87489		87329			87311		87078	DOCUMENT
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ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List
CHECK RUN: CD032123
DUE DATE: 03/21/2023

Report generated:		68277			401511			401846		401846			70866		70866				/ 0000	VENDOR	CASH A
03/17/2023 08:35:54	1 00550410 6872	LADD'S ACCOUNT DETAIL		1 40450133 6419	KOMPLETE CONTRACTING		1 00390825 6847	KOLOGIK LLC ACCOUNT DETAIL	1 00390825 6847	ACCOUNT DETAIL		1 00144120 6316	KENWORTH of MISSISSIP ACCOUNT DETAIL	1 00144120 6316	KENWORTH of MISSISSIP ACCOUNT DETAIL	4 00550410 6464	2 00550410 6317 3 00550410 6419		ACCOUNT DETAIL		CASH ACCOUNT: 999 1100
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	PARKS - M TRA	23000740		DFA-PETEBROTHER PROF	22002274		HIDTA DAT		HIDTA DAT			EMERGENCYMOTOR VEH	88230140	EMERGENCYMOTOR VEH	88230134		PARKS - M OTH		23000841		POOLED CASH - AP DISBURSEMENTS
	TRACTORS	N N		ER PROF	N		DATA PROC	<u>z</u>	DATA PROC	N K		OR VEH	N V	OR VEH	Z	MACHINE/E	OTHER PRO	MOTOR VEH	Z	TYPE	AP DISBUR
		03/28/2023			03/21/2023			03/21/2023		03/21/2023			03/21/2023		03/21/2023				03/21/2023	DUE DATE	SEMENTS
CHECK TOTAL	45,272.00	01-258213	CHECK TOTAL	4,996.32	3632	CHECK TOTAL	49,666.67	INV-10564	79,666.67	INV-10563	CHECK TOTAL	721.89	0530641501	625.00	0530641204 LINE AMOUNT	165.88	10.31 4 122 50	3,861.83	0540527957 LINE AMOUNT	- A March	
45,272.00 45,272.00			4,996.32 4,996.32			49,666.67 129,333.34		79,000.07			721.89 9,507.41		00.679			8 160 52				AMOUNT	
		87318			87705			87709		87500			87676		87673				87644	DOCUMENT	
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		400158			10860			60933		60933		60933			66800		66800	CASH A VENDOR
	1 00490400 6231	METRIX SOLUTIONS, LLC ACCOUNT DETAIL		1 00550410 6220 2 00550410 6317	MEL LUNA SAW CO ACCOUNT DETAIL		1 00144220 6465	LOPER D JIMMY ACCOUNT DETAIL	1 00144220 6465	LOPER D JIMMY ACCOUNT DETAIL	1 00144220 6465	LOPER D JIMMY ACCOUNT DETAIL		1 37244890 6826	LEWIS ELECTRIC INC ACCOUNT DETAIL	1 37244890 6826	LEWIS ELECTRIC INC	CASH ACCOUNT: 999 1100 NDOR
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	COMPUTER COMPUTER	23000666		PARKS - M OIL & LUB PARKS - M OTHER RE	23000991		SUPPORTS AUTO + TR		SUPPORT S AUTO + TR		SUPPORT S AUTO + TR			MODERNIZA EMG REPAIR		MODERNIZA EMG REPAIR		POOLED CASH - AP DISBURSEMENTS PO TYPE DUE D
	PUTER	EFT		OIL & LUB OTHER REP	N N		O+TR	N) + TR	N K	O + TR	i N V		REPAIR	N V	REPAIR	Ī V	P DISBUR
		03/21/2023			03/21/2023			03/14/2023		03/14/2023		03/14/2023			03/21/2023		03/21/2023	SEMENTS DUE DATE
CHECK TOTAL	109.48	M87557	CHECK TOTAL	1,763.00	94126	CHECK TOTAL	75.00	21091	75.00	21072	75.00	21071	CHECK TOTAL	44,400.00	M2023.02	32,700.00	M2022.123	INVOICE
109.48			1,943.00	200		75.00 225.00		75.00		75.00			77,100.00		32,700.00			AMOUNT
		87399			87375			87437		87436		87435			87791		87790	AMOUNT DOCUMENT VOUCHER
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		11058		11058		11058			401528			52712			10932			71724	9.0
	1 00144120 6217	MID-SOUTH UNIFORM & S	1 00144240 6217	MID-SOUTH UNIFORM & S	1 18756520 6469	MID-SOUTH UNIFORM & S		1 05755830 6495	METROPOLITAN LIFE INS		1 20355900 6771	METRO JACKSON CONVENT		1 00144240 6299	METRO FIRE SYSTEM INC		1 00490400 6243	METRO COMM & UTIL CON	CASH ACCOUNT. 355
		0000		0000		0000			0000			0000			0000			OD00	
	EMERGENCYUNIFORMS	23000452	OPERATION UNIFORMS	23000800	TRANSIT S SUNDRY-REP	23000500		LIFE INSU LIFE INS			JXN CONVE APPROP. C			OPERATION OTHER OPE	23000876		COMPUTER FIBER	PO 23000997	MONEY CHELOR
	RMS	EFT	RMS	EFT	RY-REP	EFT		S	N V		OP. C	EFT		ROPE	N V			TYPE	PL CHERNENIA
		03/21/2023		03/21/2023		03/21/2023			03/21/2023			03/21/2023			03/21/2023			DUE DATE 03/21/2023	SHAPPINE S
CHECK TOTAL	134.50	637744	621.78		540.00	637169	CHECK TOTAL	7,007.16	010432103012023	CHECK TOTAL	272,608.57	03142023-1	CHECK TOTAL	425.00	038024	CHECK TOTAL	11,950.00	2023,003	SALES OF TAXABLE PARTY OF TAXABLE PARTY.
134.50 1,296.28		021.78		540.00			7,007.16	7 007 46		272,608.57			425.00 425.00			11,950.00 11,950.00		AMOUNT	DESCRIPTION
		87689		87423		87084			86969			87539			87431			B7688	WASHINGSHEET
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Detail Invoice List CHECK RUN: CD032123 DUE DATE: 03/21/2023

	60427	60427		60427		60427			401442		401442		401442			VENDOR 69364
ACCOUNT DETAIL 1 00144470 6514	MIPCO IMPRESSION PROD	MIPCO IMPRESSION PROD ACCOUNT DETAIL 1 00144470 6514	1 03152010 6514	MIPCO IMPRESSION PROD ACCOUNT DETAIL	1 03152010 6514	MIPCO IMPRESSION PROD		1 00140794 6414	MILLER & CORY, PA ACCOUNT DETAIL	1 00140794 6419	MILLER & CORY, PA ACCOUNT DETAIL	1 00140794 6414	MILLER & CORY, PA ACCOUNT DETAIL		1 00144410 6443	CASHACCOUNTS 399. 1100 IDOR SOURCE MS BUILDING OF ACCOUNT DETAIL
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COMMUNITY RENTAL OF	NN	INV COMMUNITYRENTAL OF	WATER/SEWRENTAL OF	ĪNV	WATER/SEWRENTAL OF			CLAIMS (O SPECIAL L	INV	CLAIMS (O OTHER PRO	VNI	CLAIMS (O SPECIAL L	INV		ADMINISTR DUES, MEM	POOLED CASH - AP DISBURSEMENTS REMIT PO TYPE DUE D 0000 INV 03/21/
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	03/21/2023	03/21/2023		03/21/2023		03/21/2023			03/21/2023		03/21/2023		03/21/2023			DUE DATE 03/21/2023
LINE AMOUNT 461.11	231052	231051 LINE AMOUNT 180.80	1,023.88	231013 LINE AMOUNT	92.85	231014	CHECK TOTAL	3,678.20	3552	535.23	3735	2,219.13	3739	CHECK TOTAL	150.00	INVOICE 2023-4
461.11	180.80		1,023.88		02 85		6,432.56		535.23		2,219.10	3		150.00 150.00		AMOUNT
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Detail Invoice List CHECK RUN: CD032123 DUE DATE: 03/21/2023

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	61128			401707			60427		60427		60427		60427		60427		60427	CASH A
1 00140200 6444	MISSISSIPPI LINK THE		1 00144470 6299	MISSISSIPPI BUSINESS		1 00144140 6514	MIPCO IMPRESSION PROD	1 00144224 6514	MIPCO IMPRESSION PROD	1 00144224 6514	MIPCO IMPRESSION PROD ACCOUNT DETAIL	1 00145110 6514	MIPCO IMPRESSION PROD	1 00140200 6514	MIPCO IMPRESSION PROD	1 00140200 6514	MIPCO IMPRESSION PROD	CASH ACCOUNT: 999 1100
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AL ADS	N V		ER OPE	Z		TAL OF	N	TAL OF	N<	TAL OF	N N	RENTAL OF	Z <	RENTAL OF	N<	RENTAL OF	INV	P DISBURS
	03/21/2023			03/21/2023			03/21/2023		03/21/2023		03/21/2023		03/21/2023		03/21/2023		03/21/2023	SEMENTS
6.96	26311	CHECK TOTAL	475.00	331577	CHECK TOTAL	153.83	231057	6,829.67	231308	288.43	231307	132.00	231475	451.05	231049	254.68	j. d	STATE OF THE PARTY
6.96		475.00 475.00			153.83 9,868.30		6,829.67		288.43		132.00		401.00	7	254.68		AMOUNT	
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DUE DATE: 03/21/2023

	72766			70226			42676			60739			72980			61128	CASH A
	MS UNITED TO END HOME ACCOUNT DETAIL 1 12256620 6742		ACCOUNT DETAIL 1 00144240 6423	MS STATE TAX COMMISSI		1 00140410 6419	MS DEPT OF ARCHIVES &		1 00141300 6443	MS ASSOCIATION OF PER ACCOUNT DETAIL		1 18756510 6461	MISSISSIPPI YARD BARB		1 00140200 6444	MISSISSIPPI LINK THE ACCOUNT DETAIL	CASH ACCOUNT: 999 1100
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	HOPWA-MS CTOA		OPERATION AUTO LICE	Terran		PLANNING OTHER PRO	_		PERSONNELDUES, MEM.	_		JATRAN-OP BUILDINGS	_		CLRKCNCL LEGAL ADS	- PO	CASH - AP
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	03/21/2023			03/21/2023			03/21/2023			03/21/2023			03/21/2023			03/21/2023	MENTS
CHECK TOTAL	1014 LINE AMOUNT 69,553.44	CHECK TOTAL	LINE AMOUNT 255.00	03400003	CHECK TOTAL	LINE AMOUNT 40.00	03082023	CHECK TOTAL	S5.00	03162023	CHECK TOTAL	2,810.00	1836	CHECK TOTAL	7.20		
69,553.44 69,553.44		255.00 255.00			40.00 40.00			35.00 35.00			2,810.00 2,810.00			7.20 14.16		AMOUNT	The Control of
	87701		0/018	200			87364			87742			87453			DOCUMENT 87699	
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Detail Invoice List CHECK RUN: CD032123 DUE DATE: 03/21/2023

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	1 12090110 6218	OFFICE DEPOT #414 ACCOUNT DETAIL	1 38271530 6218	OFFICE DEPOT #414 ACCOUNT DETAIL	1 08580910 6218	OFFICE DEPOT #414 ACCOUNT DETAIL	1 08585510 6218	OFFICE DEPOT #414 ACCOUNT DETAIL	1 08585510 6218	OFFICE DEPOT #414 ACCOUNT DETAIL	1 38271530 6213	OFFICE DEPOT #414 ACCOUNT DETAIL		1 00144120 6213	NEW SOUTH CHEMICAL CO		1 00140780 6419	OCTAGON GROUP LLC ACCOUNT DETAIL	CASH ACCOUNT: 999 1100
		0000		0000		0000		0000		0000		0000			0000			0000	
	MS HOME C OFFICE SU	23000767	CDBG CARESOFFICE SUP	23000767	CDBG ADMI OFFICE SU	23000767	NET REHAB OFFICE SU	23000767	NET REHAB OFFICE SU	23000767	CDBG CARESCLEANING &	23000767		EMERGENCYCLEANING	23000821		LOBBYIST OTHE	PO 0000	POOLED CASH - AP DISBURSEMENTS
	XE SU	N	E SUP	N/S	E SU	N N	DE SU	Z	CE SU	N	NING &	N N		NING	N/N/N/N/N/N/N/N/N/N/N/N/N/N/N/N/N/N/N/		OTHER PRO	INV	PDISBUR
		03/21/2023		03/21/2023		03/21/2023		03/21/2023		03/21/2023		03/21/2023			03/21/2023			03/21/2023	SEMENTS
CHECK TOTAL	LINE AMOUNT 25.09	289354411001	82.38	289322534001	2.62	289322529001	27.18	289322521001	LINE AMOUNT	289322519001	33.52	289322535001	CHECK TOTAL	4,999.72	118879	CHECK TOTAL	8,333.33	100	
25.09 189.78)	82.38		2.62		27.18		18.99		33.52			4,999.72 4,999.72		•	8,333.33 8,333.3 3		AMOUNT	
		87525		87524		87523		87522		87521		87520			87340			AMOUNT DOCUMENT 87527	
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	1 001 5666	Anthony Warren		1 01851820 6722	TABITHA HICKS ACCOUNT DETAIL		1 01851820 6722	SHEILA KING ACCOUNT DETAIL		1 01851820 6722	DELISA BORDERS ACCOUNT DETAIL		1 01851820 6722	DAMION WILLIAMS		1 01851820 6722	CASH ACCOUNT: 999 NDOR ACCOUNT DETAIL ACCOUNT DETAIL
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		03/21/2023			03/21/2023			03/21/2023			03/21/2023			03/21/2023			DUE DATE 03/21/2023
CHECK TOTAL	23.10	03162023	CHECK TOTAL	130.00	14796	CHECK TOTAL	540.00	14770	CHECK TOTAL	155.00	14762	CHECK TOTAL	115.00	14774	CHECK TOTAL	200.00	NVOICE
23.10			130.00	200		540.00	F 40 00		155.00	155.00		115.00 115.00			200.00 200.00		AMOUNT
		87766			87445			87444			87448			87446			DOCUMENT 87447
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ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List CHECK RUN: CD032123 DUE DATE: 03/21/2023

CASH AVENDOR 999997	CASH ACCOUNT: 999 IDOR 999997 JASON MCCARTY ACCOUNT DETAIL 1 00140440 6218	REMIT 0000	POOLED CASH - AP DISBURSEMENTS PO TYPE DUE D INV 03/28/ RENTAL&RE@FFICE SUP	DUE DATE 03/28/2023	INVOICE 03062023 LINE AMOUNT	AMOUNT	DOCUMENT 87319
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73111	PAVECON. LTD, CO ACCOUNT DETAIL 1 21345190 6824	0000	INV ENGINEERI IMPROVEMEN	03/21/2023	7 LINE	LINE AMOUNT	87645 AMOUNT 80 973 88
					CHECK	CK TOTAL	
6371	PETTY CASH-FINANCE/TR ACCOUNT DETAIL	0000	EFT	03/21/2023	16401		87398
	1 00144210 6474	9	OFFICE OF AIR TRAVEL		<u>_</u>	963.94	963.94
6371	PETTY CASH-FINANCE/TR ACCOUNT DETAIL	0000	EFT	03/21/2023	16404 LI	04 LINE AMOUNT	963.94 87407 VE AMOUNT
6371	PETTY CASH-FINANCE/TR	0000	EFT	03/21/2023	16392		1,625.00 87408
	1 00141600 6443	<u>Ω</u>	CITY COUN DUES, MEM.		_	2,655.00	2,655.00
6371	PETTY CASH-FINANCE/TR ACCOUNT DETAIL	0000	EFT	03/21/2023	16396	NO N	2,655.00 87409
	1 00140193 6443 2 00140198 6443 3 00140199 6443	MAY CHIE CFO	MAYOR LUM DUES, MEM. CHIEF ADM DUES, MEM. CFO DUES, MEM.		Ē	2,200.00 1,100.00 1,100.00	
6371	PETTY CASH-FINANCE/TR ACCOUNT DETAIL	0000	EFT	03/21/2023	16400		4,400.00 87411
	1 00143300 6443	SP	SPECIAL P DUES, MEM.			300.00	
6371	PETTY CASH-FINANCE/TR ACCOUNT DETAIL	0000	EFT	03/21/2023	16391	91	300.00 87412
	1 00142610 6473	OF.	OFFICE OF TRAVEL EXP			122.30	
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Report generated: 03/17/2023 08:35:54 User: Cynthia Greenfield (cgreenfield)	1 00144220 6231	401817 POWERDMS, INC. ACCOUNT DETAIL		1 00140700 6421	69663 PITNEY BOWES ACCOUNT DETAIL			1 00550125 6419	72887 PHOENIX MEDIA GROUP L ACCOUNT DETAIL 1 00550125 6419	PHOENIX ME ACCO	PHOENIX ME	PETTY CAS ACCO 1 PHOENIX M ACCO 1	PETTY CAS ACCO 1 PHOENIX M ACCO 1	PETTY CAS ACCO 1 1 1 ACCO 1 PHOENIX M ACCO 1	PETTY CAS ACCO 1 1 PETTY CAS ACCO 1 1 ACCO 1 1 1 1 PHOENIX M ACCO 1	PETTY CASH ACCC 1 2 PETTY CASH ACCC 1 PETTY CASH ACCC 1 PHOENIX ME ACCO 1 1	PETTY CASH ACCC 1 2 PETTY CASH ACCC 1 PHOENIX ME ACCO 1	PETTY CA AC PETTY CA AC PETTY CA AC PETTY CA AC PHOENIX AC	PETTY CA AC PETTY CA AC PETTY CA AC PHOENIX AC
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	18,526.98	INV-30981	CHECK TOTAL	350.00	03092023	CHECK TOTAL	350.00		000113	1 6	1 8 1	16388 LINE AI CHECK 000113	16388 LINE AI CHECK	16384 LINE AI 16388 LINE AI 000113	16384 LINE AI 16388 LINE AI 000113	16406 LINE AI 16384 LINE AI 16388 LINE AI 000113	16406 LINE AI 16384 LINE AI 16388 LINE AI 000113	16394 LINE 16406 LINE 16384 LINE 16388 LINE CHEC 000113	16394 LINE 16406 LINE 16384 LINE 16388 CHEC 000113
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	401189	401189							70043			73191		73191		VENDOR
1 00550126 6419	RHONDA NORMAN ACCOUNT DETAIL	RHONDA NORMAN ACCOUNT DETAIL 1 00550126 6419		10 00141300 6612 11 00143300 6923 12 00143300 6612	7 00550110 6923 8 00550110 6612 9 00141300 6823	5 30044346 6923 6 30044346 6612	3 00144242 6923 4 00144242 6612	1 03152010 6923 2 03152010 6612	RETRO METRO LLC ACCOUNT DETAIL		1 079 2250	PUBLIC EMPLOYEE RETIR	1 079 2250	PUBLIC EMPLOYEE RETIR		NDOR
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76.00	001112732 LINE AMOUNT	001112721 LINE AMOUNT 76.00	CHECK TOTAL	3,417.24 650.90 7,204.33 1,372.25	2,548.62 485.45	6,124.67 1,166.61	3,533.56 673.06	13,184.25 2,511.29	40123 LINE AMOUNT	CHECK TOTAL	LINE AMOUNT 9,146.88	03152023	LINE AMOUNT 8,886.86	03132023	CHECK TOTAL	INVOICE
76.00	`a.cc	78	42,872.23 42,872.23							18,033.74		0,000.00			18,526.98 18,526.98	AMOUNT
	87488	87327							87702			87698		87502		DOCUMENT
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: 03/17/2023 08:35:54	1 00550126 6419	SILAS J DELAWARE JR		1 18756510 6461	SAFE AND SOUND SURVEI		1 00550126 6419	RUTHIE WEBB		1 03152220 6514	ROBERT J YOUNG COMPAN	1 00144140 6514	ROBERT J YOUNG COMPAN ACCOUNT DETAIL	1 03152220 6514	ROBERT J YOUNG COMPAN		1 00140500 6514	RICOH USA INC	CASH ACCOUNT: 999 1100 NDOR
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		03/21/2023			03/21/2023			03/21/2023			03/21/2023		03/21/2023		03/21/2023			03/21/2023	SEMENTS DUE DATE: , INVOICE CHEC
	82.00	001112725	CHECK TOTAL	320.00	202258	CHECK TOTAL	47.50	001112735	CHECK TOTAL	509.15	INV6194061	116.03	INV6202649	465.27	INV6139542	CHECK TOTAL	3,413.55	107023941	NVOICE CHECK TOTAL
	82.00		320.00			47.50 47.50			1,090.45		116.03	2	465.27	5 0 0		3,413.55 3,413.55	• • •		AMOUNT 152.00
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Detail Invoice List
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0347500000000000000000000000000000000000	1 38271535 6742	STEWPOT COMMUNITY SER	ACCOUNT DETAIL 1 38271535 6742	STEWPOT COMMUNITY SER	1 38271535 6742	STEWPOT COMMUNITY SER	1 38271535 6742	STEWPOT COMMUNITY SER	1 38271535 6742	STEWPOT COMMUNITY SER ACCOUNT DETAIL	1 38271535 6742	STEWPOT COMMUNITY SER	1 38271535 6742	STEWPOT COMMUNITY SER	1 37971513 6742	STEWPOT COMMUNITY SER	1 37971513 6742	STEWPOT COMMUNITY SER	CASH ACCOUNT: 999 1100 JDOR
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		03/21/2023		03/21/2023		03/21/2023		03/21/2023		03/21/2023		03/21/2023		03/21/2023		03/21/2023		03/21/2023	SEMENTS DUE DATE
	106,107.99		LINE AMOUNT 1,437.00		LINE AMOUNT 4,633.00		21,043.08			318 LINE AMOUNT	6,090.00		3,540.00		4,122.06		3,644.73		CHECK TOTAL
106,107,99		1,437.00		4,633.00		21,043.08			6 619 20	6,090.00		3,540.00		4,722.06		3,644.73))		AMOUNT 82.00
		87770		87509		87508		87507		87506		87504		87501		87499		87497	DOCUMENT
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Detail Invoice List CHECK RUN: CD032123 DUE DATE: 03/21/2023

47085	47085	47085			47085		47085			40994			401469			401191	
STUART CIRBY CO 0000	STUART C IRBY CO ACCOUNT DETAIL 1 00144120 6299	STIABLE GBBV CO	ACCOUNT DETAIL	1 00145300 6230	STUART C IRBY CO ACCOUNT DETAIL	1 00145300 6230	STUART C IRBY CO ACCOUNT DETAIL	1 00145300 6230		SUNBELT FIRE APPARATU ACCOUNT DETAIL	1 00144120 6316		SUNRISE FRESH PRODUCE ACCOUNT DETAIL	1 39049800 6214 2 39049800 6215		SYLVIA WADE ACCOUNT DETAIL	
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1	23000906 INV EMERGENCYOTHER OPE	7722000		CARE & MA HAND TOOL	77230389	CARE & MA HAND TOOL	77230389	CARE & MA HAND TOOL		88230138	EMERGENCYMOTOR VEH		23000983	ZOO PARK FEE ZOO PARK FUE			
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	03/21/2023		03/2/1/2023		03/21/2023		03/21/2023			03/21/2023			03/21/2023			03/21/2023	
CHECK TOTAL	\$013412047.001 LINE AMOUNT 237.20		LINE AMOUNT	1,269.03	S013430119.002	334.68	S013430119.001	83.77	CHECK TOTAL	339246	1,754.00	CHECK TOTAL	14-757936	751.63 6.50	CHECK TOTAL	001112723 LINE AMOUNT	000
157,237.06		237.20			1,269.03		334.50		83.77 1,924.68		1 754 00	1,754.00		758 10	758.13		85.50
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Detail Invoice List
CHECK RUN: CD032123
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		73259			19685		19685			400140			401642			401191
	1 00140794 6414	TOWNSEND KILPATRICK ACCOUNT DETAIL		1 00143600 6317	THYSSENKRUPP ELEVATOR	1 00141810 6317 2 00141910 6464 3 00142300 6464 4 00144170 6299 5 00144235 6464 6 00145300 6464	THYSSENKRUPP ELEVATOR ACCOUNT DETAIL		1 37971511 6742	THE SALVATION ARMY, A		1 00140792 6541	THE EVANS AGENCY, INC		1 00550126 6419	SYLVIA WADE
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	CLAIMS (O SPECIAL L			SMITH ROB OTHER REP	77230385	ARTS CENT OTHER REP MUNICIPAL MACHINE/E REDEVELOP MACHINE/E FIRE STAT OTHER OPE PUBLIC SA MACHINE/E CARE & MA MACHINE/E	77230384		ESG CV ADMCNTRB OTH			WORKERS CINSURANCE			ATHLETICS OTHER PRO	PO
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CHECK TOTAL		12768200	CHECK TOTAL	2,222.47	3007056224		3007055075 LINE AMOUNT	CHECK TOTAL	27,056.28		CHECK TOTAL	147,802.00		CHECK TOTAL	47.50	
8,282.00	B 30 30 30 30 30 30		6,835.08		4,012.01			27,056.28 27,056.28			147,802.00			47.50 133.00		- 18
		87366			87713		87514			87510			87463			AMOUNT DOCUMENT 87490
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		69412		69412		69412		69412		69412		69412			71848		71848	VENDOR
	1 00490400 6419	UNITED PLUMBING & HEA	1 00144170 6461	UNITED PLUMBING & HEA	1 00550140 6317	UNITED PLUMBING & HEA	1 00144170 6461	UNITED PLUMBING & HEA	1 00141910 6317	UNITED PLUMBING & HEA	1 00144170 6461	UNITED PLUMBING & HEA ACCOUNT DETAIL		1 18756510 6425	TRANSDEV SERVICES	1 18756510 6425	TRANSDEV SERVICES	IDOR
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	COMPUTER OTHER PRO	77230381	FIRE STAT BUIL	77230409	TENNIS CO OTHER REP	77230375	FIRE STAT BUIL	77230386	MUNICIPAL OTHER REP	77230380	FIRE STAT BUILDINGS	77230374		JATRAN-OP PUBLIC TR		JATRAN-OP PUBLIC TR		POOLEDIGAS
	ER PRO	N V	BUILDINGS	Ī V	ER REP	Ī V	BUILDINGS	N V	IER REP	Z <	DINGS	Z		LIC TR	EFT	LIC TR	EFT	TYPE
		03/21/2023		03/21/2023		03/21/2023		03/21/2023		03/21/2023		03/21/2023			03/21/2023		03/21/2023	DUE DATE INVOICE
CHECK TOTAL	1,600.00	1012045-1	231.00	1012089-1	517.00	1012021-1	150.00	1012046-1	258.00	I012043-1	291.00	1012022-1	CHECK TOTAL	372,765.29	2023-2A	281,118.85	2023-2B	INVOICE
3,047.00		231.00		517.00	747	150.00		200.00	258 00	231.00	201		653,884.14		281,118.85			AMOUNT
		87779		87778		87533		87513		87470		87352			87469		87468	AMOUNT DOCUMENT
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		87465	10,457.24	00710015	03/21/2023	N N		0000	VOLKERT INC	71931
		87464	13,430.64	00609011 LINE AMOUNT 10,457.24	03/21/2023	 Z	1% ENG CAPIOTBE	0000	VOLKERT INC ACCOUNT DETAIL 1 17345190 6823	71931
		87462	_	00508014 LINE AMOUNT 13,450.64	03/21/2023	Z	1% ENG CAPIOTBE	0000	VOLKERT INC ACCOUNT DETAIL 1 17345190 6823	71931
		87461	14,145.68	00407011 LINE AMOUNT 12,229.79	03/21/2023	Z	1% ENG CAPIOTBE	0000	VOLKERT INC ACCOUNT DETAIL 1 17345190 6823	71931
		87459	0,023.31	00306013 LINE AMOUNT 14,145.68	03/21/2023	Z	1% ENG CAPIOTBE	0000	VOLKERT INC ACCOUNT DETAIL 1 17345190 6823	71931
		87458	4,951.50	00205015 LINE AMOUNT 6,625.31	03/21/2023	~~ Z	1% ENG CAPIOTBE	0000	VOLKERT INC ACCOUNT DETAIL 1 17345190 6823	71931
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			200.00 751.56	200.00 CHECK TOTAL		R REP	AGING PRO OTHER REP		1 00143420 6317	
		87472	551.56	26612	03/21/2023	N	77230379	0000	UNIVERSAL SERVICES ACCOUNT DETAIL	70140
- 6		87471	12	AMOUNT 551.56	03/21/2023	R REP	77230378 INV AGING PRO OTHER REP	0000	UNIVERSAL SERVICES ACCOUNT DETAIL 1 00143420 6317	70140
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317			70725			43122		43122		43122			71931		71931	CASH A
INVOICES		1 00144120 6213	ZYAA INC ACCOUNT DETAIL		1 00945510 6426	WASTE MANAGEMENT OF M ACCOUNT DETAIL	1 00945510 6426	WASTE MANAGEMENT OF M	1 00945510 6426	WASTE MANAGEMENT OF M ACCOUNT DETAIL		1 17345190 6823	VOLKERT INC ACCOUNT DETAIL	1 17345190 6823	VOLKERT INC ACCOUNT DETAIL	CASH ACCOUNT: 999 1100
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WARRANT TOTAL		EMERGENCYCLEANING	23000845		ADMINISTR TIPPING F		ADMINISTR TIPP		ADMINISTR TIPPING F			1% ENG CAPIOTBE		1% ENG CAPIOTBE		POOLED CASH - AP DISBURSEMENTS PO TYPE DUE D
TOTAL		ANING	NV		NG F	Z <	TIPPING F	ĪN <	ING F	N V		m	Ī	m	N	P DISBUR
No. of Persons			03/21/2023			03/21/2023		03/21/2023		03/21/2023			03/21/2023		03/21/2023	SEMENTS DUE DATE
6,528,396.73	CHECK TOTAL		583-3	CHECK TOTAL	138,949.75	0004443-0148-5	9,618.06	0004444-0148-3	755.27	0027366-0079-8	CHECK TOTAL	9,241.54	00912013	8,693.08	00811011	INVOICE
6,528,396.73	5,088.60 5.088.60			149,323.08		a, o	0 618 06	733.27	768 77		9,241.54 86,794.42		8,693.08			AMOUNT
			87370			87451		87442		87439			87467		87466	AMOUNT DOCUMENT
																VOUCHER CHECK
																CHECK

03/17/2023 08:35:54
Cynthia Greenfield (cgreenfield)

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ACCOUNTS PAYABLE CHECK RUN REPORT

Check Run Summary
CHECK RUN: CD032123 03/21/2023
DUE DATE: 03/21/2023

Page 43				Cynthia Greenfield (cgreenfield)	Cynth	User:
70.00	300.00	COLO MENI: ZEGIO FEED		03/17/2023 08:35:54		Report generated:
3,502.50	3,496.50	DITES MEM BECTS FEED	0001-0200-433-43300-01-100-03-000-6443	SPECIAL PROGRAMS-ADMI	00143300	0001
659.32	515.79	BILL DING BENTAL	0001-0610-428-42810-01-100-01-000-6512	RECORDS MGT	00142810	0001
268.41	122.30		0001-0610-428-42800-01-100-01-000-6218	MUNICIPAL CLERK	00142800	0001
123,75	148.27	MACHINEZEGOT MAINTEN		OFFICE OF ECON DEV-AD	00142610	0001
242.28	1,317.07			REDEVELOPMENT AUTHORI	00142300	0001
666.15	258.00		0001-0200-419-41910-01-100-08-000-6317	MUNICIPAL AUDITORIUM	00141910	0001
1,097.35	492.87		0001-0200-419-41910-01-100-00-0317	MUNICIPAL AUDITORIUM	00141910	0001
0.49	599.40	AIR IRAVEL	0001-0000-418-41810-01-100-01-000-6217	ARTS CENTER	00141810	0001
1,448.22	2,655.00	DUES MEM. REGIS FEES	0001-0600-416-41600-01-100-01-000-6473	CITY COUNCIL	00141600	0001
502.34	354.50	RENIAL OF EQUIPMENT	0001-0600-416-41600 01 100 01 000 6143	CITY COUNCIL	00141600	0001
20,029.12	3,417.24	LEASE PURCHASE BUILDI	0001-0300-413-41310 01 100 01 000 6514	PURCHASING	00141410	0001
3,730.19	650.90		0001-0800-413-41300.01 100.01 000-6012	PERSONNEL & CIVIL SER	00141300	0001
224.00	2,285.00	DUES MEM. REGIS FEES	0001-0800-413-41300-01-100-01-000-6643	PERSONNEL & CIVIL SER	00141300	0001
779.94	223.38	CELECTAX CHONES	0001-0800-413-41300-01-100-01-000-0433	PERSONNEL & CIVIL SER	00141300	0001
34,180.47	1,579.68		0001-0100-411-41110-01-100-01-000-64-65	OFFICE OF THE CONTROL	00141110	0001
73,326.59	14,179.33		0001-0600-407-40794-01-100-01-000 6419	CLAIMS (OTHER THAN ST	00140794	0001
455,127.45	147,802.00			CLAIMS (OTHER THAN ST	00140794	0001
13,091.63	6,333.33			WORKERS COMPENSATION-	00140792	0001
0.00	15,000.00		0001-0600-407-40780-01-100-01-000-6419	LOBBYIST	00140780	0001
1,349.17	350.00		0001-0600-407-40770-01-100-01-000-6414	PUBLIC DEFENDER	00140770	0001
11,266.00	65,00		0001-0600-407-40700-01-100-01-000-6421	LEGAL	00140700	0001
6,658.77	3,413,55	OTHER REPAIR & MAINT	0001-0600-407-40700-01-100-01-000-6317	LEGAL	00140700	0001
1,291.53	3 442.64	RENTAL OF FOLIRMENT	0001-1200-405-40500-01-100-01-000-6514	OFFICE OF PUBLICATION	00140500	0001
0.00	100.34	PRINTING STIPPLIES	0001-1200-405-40500-01-100-01-000-6219	OFFICE OF PUBLICATION	00140500	0001
49,598.35	40.00		0001-0700-404-40440-01-100-01-000-6218	RENTAL AND REGISTRY	00140440	0001
1,660.88	40.00	OTHER PROFESSIONAL SE	0001-0700-404-40410-01-100-01-000-6419	PLANNING & DEVELOPMEN	00140410	0001
1 660 00	91 53	DATA PROCESSING FOLIP	0001-0700-404-40410-01-100-01-000-6242	PLANNING & DEVELOPMEN	00140410	0001
70.66	705.73	RENTAL OF EQUIPMENT	0001-0600-402-40200-01-100-01-000-6514	CLERK OF COUNCIL	00140200	0001
4 272 60	5,070.00	AIR TRAVE	0001-0600-402-40200-01-100-01-000-6474	CLERK OF COUNCIL	00140200	0001
1,647.08	1 278 25	TRAVEL EXPENSE - OUT	0001-0600-402-40200-01-100-01-000-6473	CLERK OF COUNCIL	00140200	0001
1,051.77	1,625.00	TEGAL ADS ADVEDTISING	0001-0600-402-40200-01-100-01-000-64444	CLERK OF COUNCIL	00140200	0001
2,030.30	178.80		0001-0600-402-40200-01-100-01-000-6443	CLERK OF COUNCIL	00140200	0001
10.00	1,100.00	סחבוסה מוומסו והמ	0001-0600-402-40200-01-100-01-000-6218	CLERK OF COUNCIL	00140200	0001
/45.00	1,100.00	DIJES MEM DEGIS REES	0001-0600-401-40199-01-100-01-000-6443	CHIEF FINANCIAL OFFIC	00140199	0001
929.50	235.92	DUES MEM BEGIS EEES	0001-0600-401-40198-01-100-01-000-6443	CHIEF ADMINISTRATOR O	00140198	0001
10,4/3./5	235.00	TRAVEL EXPENSE OUT	0001-0600-401-40193-01-100-01-000-6473	MAYOR LUMUMBA (7/1/17	00140193	0001
0.00	2 200 00		0001-0600-401-40193-01-100-01-000-6443	MAYOR LUMUMBA (7/1/17	00140193	0001
2	40,047.79	CITY OF BER	0001-0000-000-00000-01-100-00-000-5666	GENERAL FUND	001	0001
	56,73U.39 48,047,79	DUE TO FUEL MAN	0001-0000-000-00000-01-100-00-000-2390	GENERAL FUND	001	0001
AVEB BUDGET	ANIOUNI	MAINTENIANCE CLIEDI VINI	0001-0000-000-00000-01-100-00-000-1502	GENERAL FUND	001	0001
	Amount		ACCOUNT		ORG	GND

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Program ID:

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0001-0500-453-45300-01-100-05-000-6464	CARE & MAINT OF PUBLI	00145300	0001
0001-0500-453-45300-01-100-05-000-6230	CARE & MAINT OF PUBLI	00145300	0001
0001-0500-451-45125-01-100-05-000-6516		00145125	0001
0001-0500-451-45125-01-100-05-000-6516	SBD - DRAINAGE	00145125	0001
0001-0500-451-45110-01-100-05-000-6514	SIREETS/BRIDGES/DRAIN	00145110	0001
0001-0500-448-44810-01-100-05-000-6516	TRAFFIC ADMINISTRATIV	00144810	0001
0001-0700-444-44470-01-100-01-000-6514	COMMUNITY IMPROVEMENT	00144470	0001
0001-0700-444-44470-01-100-01-000-6446	COMMUNITY IMPROVEMENT	00144470	0001
0001-0700-444-44470-01-100-01-000-6310	COMMUNITY IMPROVEMENT	00144470	0001
0001-0700 444-44410-01-100-01-000-6443	ADMINISTRATION	00144410	0001
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0001-0400-442-44240-01-100-04-000-6423	OPERATIONS	00144240	0001
0001-0400-442-44240-01-100-04-000-6316	OPERATIONS	00144240	0001
0001-0400-442-44240-01-100-04-000-6299	OPERATIONS	00144240	0001
0001-0400-442-44240-01-100-04-000-6217	OPERATIONS	00144240	0001
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0001-0400-442-44220-01-100-04-000-6455	SCHOOL SERVICES	00144220	0001
0001-0400-442-44220-01-100-04-000-6454	SUPPORT SERVICES	00144220	0001
0001-0400-442-44220-01-100-04-000-6231	SUPPORT SERVICES	00144220	0001
0001-0400-442-44210-01-100-04-000-6474	OFFICE OF THE CHIEF	00144210	0001
0001-0400-442-44210-01-100-04-000-6443	OFFICE OF THE CHIEF	00144210	0001
0001-0300-441-44170-01-100-04-000-6461		00144170	0001
0001-0300-441-44170-01-100-04-000-6299	FIRE STATIONS & BLUGS	00144170	0001
0001-0300-441-44160-01-100-04-000-6516	FIRE VEHICLE REPAIR(u	00144160	0001
0001-0300-441-44160-01-100-04-000-6299	FIRE VEHICLE REPAIR(u	00144160	0001
0001-0300-441-44160-01-100-04-000-6231	FIRE VEHICLE REPAIR(u	00144160	0001
0001-0300-441-44140-01-100-04-000-6514	HUMAN RESOURCES DIVIS	00144140	0001
0001-0300-441-44120-01-100-04-000-6316	EMERGENCY SERVICES DI	00144120	0001
0001-0300-441-44120-01-100-04-000-6299	EMERGENCY SERVICES DI	00144120	0001
0001-0300-441-44120-01-100-04-000-6217	EMERGENCY SERVICES DI	00144120	0001
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0001-0300-441-44110-01-100-04-000-6218	TIRE ADMINISTRATION	00144110	0001
0001-0200-436-43600-01-100-06-000-6317	WILL YOUR YOUR WORLD	00143600	000
0001-0200-434-43420-01-100-03-000-6317	AGING PROGRAM OPERATI	00143420	0001
0001-0200-433-43300-01-100-03-000-6923	SPECIAL PROGRAMS-ADMI	00143300	0001
0001-0200-433-43300-01-100-03-000-6612	SPECIAL PROGRAMS-ADM	00143300	0001

00:00	1,022.33	
74,000,00	7,101:01	MACHINE/EOLIE MAINTEN
34 050,00	7 184 04	BUILDINGS MAINTENANCE
20 303	1 687 48	HAND TOOLS
309.98	330.94	UNIFORMS RUGS ETC. RE
218.23	2,500.00	OTHER PROFESSIONAL SE
2,882.38	122.70	UNIFORMS RUGS ETC. RE
2,282.14	132.00	RENTAL OF EQUIPMENT
1,523.84	247.42	UNIFORMS RUGS ETC. RE
1,068.36	641.91	RENTAL OF EQUIPMENT
102,968.56	70.00	CONTRACT DEMOLITION S
11.96	475.00	OTHER OPERATING SUPPL
865.77	146.81	UNIFORMS RUGS ETC. RE
225.00	150.00	DUES MEM. REGIS FEES
991.25	3,533.56	LEASE PURCHASE BUILDI
1,024.29	673.06	INTEREST ON DEBT
1,859.75	255.00	AUTO LICENSE TITLES
3.60	15,992.75	MOTOR VEHICLE REPAIR
6,784.94	425.00	OTHER OPERATING SUPPL
19,590.74	621.78	UNIFORMS & WORK CLOTH
7,007.02	1,174.47	MACHINE/EQUIP MAINTEN
17,676.61	7,118.10	RENTAL OF EQUIPMENT
7,354.90	4,860.00	CLEANING & SANITATION
1,468.93	2,385.00	AUTO + TRUCK GARAGE +
261.16	7,167.22	CELLOCAX CHONES
25,392.58	4 4 2 3 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	
25 202 50	10,020.90	COMPOSED SOLVERS
00.0	18 526 98	COMPUTER SOFTWARE
263.40	06307	AIR TRAVEI
00 056	190 00	DUES MEM. REGIS FEES
4 297 73	672 00	BUILDINGS MAINTENANCE
1.767.75	1.255.00	OTHER PROFESSIONAL SE
24.92	153.93	OTHER OPERATING SUPPL
-48.00	339.98	UNIFORMS RUGS ETC. RE
3,322.99	60.89	OTHER OPERATING SUPPL
473.10	1,500.00	COMPUTER SOFTWARE
751.01	269.86	RENTAL OF EQUIPMENT
6,188.32	5,630.99	MOTOR VEHICLE REPAIR
4.60	237.20	OTHER OPERATING SUPPL
183.52	134.50	UNIFORMS & WORK CLOTH
394.93	10,088.32	CLEANING & SANITATION
925.00	690.00	DUES MEM. REGIS FEES
1,067.19	72.40	OFFICE SUPPLIES
1,866.45	2,222.47	OTHER REPAIR & MAINT
4,354.61	751.56	OTHER REPAIR & MAINT
2,021.01	7,204.33	LEASE PURCHASE BUILDI
2,087.97	1,372.25	INTEREST ON DEBT



0009 0009		0005	0005	0005	0005	0005	0005	0005	0005	0005	0005	0005	0005	0005	0005		0004	0004	0004	0004		0003		0002		0001	0001	0001
00945510 00950610 00950610		00550480	00550410	00550410	00550410	00550410	00550410	00550180	00550140	00550140	00550125	00550176	00550110	00550110	00550110		00490400	00490400	00490400	00490400		00390825		00290700		00146130	00145700	00145300
ADMINISTRATIVE - SANI LANDFILL OPERATIONS LANDFILL OPERATIONS		PARKS - MYNELLE GARDE	TAKKU - MAINTINANCE	PARKS - MAINTENANCE	PARKS - MAINTENANCE	PARKS - MAINTENANCE	PARKS - MAINTENANCE	AQUATICS	TENNIS COURTS	TENNIS COURTS	ATH ETION	ADMIN TAXAN & AFCAFAL	ADMIN PARKS & RECREAT	Qo	ADMIN PARKS & RECREAT		COMPUTER POOL	COMPUTER POOL	COMPUTER POOL	COMPUTER POOL		HIDTA-GRANT		SEIZURE & FORFEITED P		P W- PARKING METER SE	CUSTODIAL SERVICES	CARE & MAINT OF PUBLI
0009-0500-455-45510-05-550-17-000-6426 0009-0500-506-50610-05-550-17-000-6316 0009-0500-506-50610-05-550-17-000-6516		0005-1100-504-50480-02-210-06-000-6419	0005-1100-504-50410-02-210-06-000-6464	0005-1100-504-50410-02-210-06-000-6419	0005-1100-504-50410-02-210-06-000-6317	0005-1100-504-50410-02-210-06-000-6316	0005-1100-504-50410-02-210-06-000-6220	0005-1100-501-50180-02-210-06-000-6317	0005-1100-501-50140-02-210-06-000-6419	0005-1100-501-50140-02-210-06-000-6419	0005-1100-501-50125-02-210-06-000-6419	0005-1700-507-50710-02-270-05-000-5923	0005-1100-501-50110-02-210-06-000-6612	0005-1100-501-50110-02-210-06-000-6514	0005-1100-501-50110-02-210-06-000-6419		0004-1200-904-90400-01-100-01-000-6848	0004-1200-904-90400-01-100-01-000-6419	0004-1200-904-90400-01-100-01-000-6243	0004-1200-904-90400-01-100-01-000-6231		0003-0400-908-90825-01-100-04-000-6847		0002-0400-907-90700-01-100-04-000-6419		0001-0500-461-46130-01-100-05-000-6516	0001-0500-457-45700-01-100-05-000-6516	0001-0500-453-45300-01-100-05-000-6516
TIPPING FEES MOTOR VEHICLE REPAIR UNIFORMS RUGS ETC. RE	FUND TOTAL	OTHER PROFESSIONAL SE	MACHINE/EQUIP MAINTEN	OTHER PROFESSIONAL SE	OTHER REPAIR & MAINT	MOTOR VEHICLE REPAIR		OTHER REPAIR & MAINT		OTHER REPAIR & MAINT		LEASE PURCHASE BUILDI	INTEREST ON DEBT	RENTAL OF EQUIPMENT	OTHER PROFESSIONAL SE	FUND TOTAL	COMMUNICATIONS EQUIPM	OTHER PROFESSIONAL SE	FIBER	COMPUTER SOFTWARE	FUND TOTAL	DATA PROCESSING EQUIP	FUND TOTAL	OTHER PROFESSIONAL SE	FUND TOTAL	UNIFORMS RUGS ETC. RE	UNIFORMS RUGS ETC. RE	UNIFORMS RUGS ETC. RE
149,323.08 2,287.71 99.99	96,896.25	168.00	165.88	11,852.50	2,462.59	4,477.52	180.00	1,358.69	6.400.00	517.00	2 24.UU 2 216.00	2,548.52	485.45	7,200.00	9,868.00	43,629.48	4,970.00	26,600.00	11,950.00	109.48	129,333.34	129,333.34	22,825.50	22,825.50	428,749.82	29.46	347.86	235.56
190,735.24 918.69 21.87		44.10	758.50	604.80	1.29	8.32	970.93	2,508.03	437.75	1 590 62	204.08	/15.5/	738.59	9.89	1,860.99		0.00	129,268.82	848.10	7,725.76		0.00		1,055.80		-45.10	-545.24 712.91	-156.77

City of Jackson ACCOUNTS PAY

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Page 46				Cynthia Greenfield (ogreenfield)		User: Program ID:
11,901,305.49	649,206.93	IMPROVEMENT OTHER THA	0157-0500-451-45190-04-400-05-000-6824	90 ENGINEERING-CAPITAL 1 03/17/2023 08:35:54	<u> </u>	0157 1574 Report generated:
	128,508.05	FUND TOTAL				
845,734.38 528,202.25	58,954.61 69,553.44	CONTRIBUTION TO OTHER CONTRIBUTION TO OTHER	0122-0700-566-56615-02-220-02-000-6742 0122-0700-566-56620-02-220-02-000-6742	HOPWA - GRACE HOUSE HOPWA-MS UNITED TO EN	12256615 12256620	0122
	25.09	FUND TOTAL				
1,551.00	25.09	OFFICE SUPPLIES	0120-0700-901-90110-02-220-02-000-6218	MS HOME CORPORATION	12090110	0120
	48.79	FUND TOTAL				
3,268.00 1,500.00	2.62 46.17	OFFICE SUPPLIES	0085-0700-809-80910-02-220-02-000-6218 0085-0700-855-85510-02-220-02-000-6218	CDBG ADMINISTRATION NET REHAB SERVICE-ADM	08580910 08585510	0085 0085
	18,033.74	FUND TOTAL				
	18,033.74	EMPL WITHHOLDINGS/GAR	0079-0000-000-00000-01-100-00-000-2250	PAYROLL FUND	079	0079
	6,041.67	FUND TOTAL				
261,088.88	6,041.67	OTHER PROFESSIONAL SE	0076-0600-401-40145-02-230-01-000-6419	KELLOGG FOUNDATION PR	07640145	0076
	36,507.16	FUND TOTAL				
18,361.04 59,377.08	7,007.16 29,500.00	LIFE INS OR SPECIFIC OTHER PROFESSIONAL SE	0057-0930-558-55830-06-610-07-000-6495 0057-0930-558-55897-06-610-07-000-6419	LIFE INSURANCE EMPLOYEE MEDICAL CENT	05755830 05755897	0057 0057
	56,037.63	FUND TOTAL				
1,049.71	974.42	RENTAL OF EQUIPMENT	0031-0500-522-52220-05-511-14-000-6514	OPERATION & MAINTENAN	03152220	0031
-135.06 6.186.37	64.81	UNIFORMS RUGS ETC. RE	0031-0500-522-52215-05-511-14-000-6516 0031-0500-522-52220-05-511-14-000-6316	OPERATION & MAINTENAN	03152220	0031
3,820.53 3,697.06	2,511.29 13,184.25	LEASE PURCHASE BUILDI	0031-0500-520-52010-05-511-14-000-6923	WATER/SEWER BUSINESS	03152010	0031
469.45	1,116.73	RENTAL OF EQUIPMENT	0031-0500-520-52010-05-511-14-000-6514	WATER/SEWER BUSINESS	03152010	0031
25,108.32 0.00 6.471.84	20.00 2,120.80 28.416.25	OTHER PROFESSIONAL SE CONTRACT SECURITY SER POSTAGE P O BOX RENT	0031-0500-520-52010-05-511-14-000-6419 0031-0500-520-52010-05-511-14-000-6420 0031-0500-520-52010-05-511-14-000-6421	WATER/SEWER BUSINESS WATER/SEWER BUSINESS	03152010 03152010 03152010	0031
	1,140.00	FUND TOTAL				
13,234.92	1,140.00	CLAIMS AGAINST CITY	0018-0600-518-51820-01-118-01-000-6722	STATE TORT ADMINISTRA	01851820	8100
	151,710.78	FUND TOTAL				

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21,435.57 Page 47	751.63	FEED FOR ANIMALS	0390-1100-498-49800-02-210-06-000-6214	00 ZOOLOGICAL PARK 03/17/2023 08:35:54 Cynthia Greenfield (cgreenfield)	390498 rrated:	0390 Report gene User: Program ID:
	149,751.09	FUND TOTAL				
0.00 2,715.70 0.02 181,018.59	33.52 82.38 164.92 149,470.27	CLEANING & SANITATION OFFICE SUPPLIES CELLULAR PHONES CONTRIBUTION TO OTHER	0382-0700-715-71530-02-220-02-000-6213 0382-0700-715-71530-02-220-02-000-6218 0382-0700-715-71530-02-220-02-000-6455 0382-0700-715-71535-02-220-02-000-6742	CDBG COVID CARES CDBG COVID CARES CDBG COVID CARES CDBG COVID STEWPOT	38271530 38271530 38271530 38271530 38271535	0382 0382 0382 0382
	34,823.07	FUND TOTAL				
33,483.47 136,597.04	27,056.28 7,766.79	CONTRIBUTION TO OTHER CONTRIBUTION TO OTHER	0379-0700-715-71511-02-220-02-000-6742 0379-0700-715-71513-02-220-02-000-6742	ESG COVID ADMIN STEWPOT COMMUNITY SER	37971511 37971513	0379 0379
	77,100.00	FUND TOTAL				
0.00	77,100.00	EMERGENCY REPAIRS	0372-0500-448-44890-04-400-05-000-6826	MODERNIZATION TAX PRO	37244890	0372
	7,291.28	FUND TOTAL				
1,774.70 1,717.96	1,166.61 6,124.67	INTEREST ON DEBT LEASE PURCHASE BUILDI	0300-0600-443-44346-01-100-01-000-6612 0300-0600-443-44346-01-100-01-000-6923	P.A./G.A. OPERATIONAL P.A./G.A. OPERATIONAL	30044346 30044346	0300 0300
	80,973.88	FUND TOTAL				
1,296,396.56	80,973.88	IMPROVEMENT OTHER THA	0213-0500-451-45190-02-240-05-000-6824	ENGINEERING-CAPITAL I	21345190	0213
	272,608.57	FUND TOTAL				
0.00	272,608.57	APPROP. CONV. + VISIT	0203-0600-559-55900-07-710-01-000-6771	JXN CONVENTION & VISI	20355900	0203
	1,009,844.33	FUND TOTAL				
1,187,546.20 111,834.67 128,501.70 30,000.00 411,151.06	653,884.14 3,130.00 3,419.51 540.00 348,870.68	PUBLIC TRANSPORTATION BUILDINGS MAINTENANCE TELEPHONE SUNDRY-REPAIR + MAINT IMPROVEMENT OTHER THA	0187-0700-565-56510-05-540-15-000-6425 0187-0700-565-56510-05-540-15-000-6461 0187-0700-565-56520-05-540-15-000-6454 0187-0700-565-56520-05-540-15-000-6469 0187-0700-565-56530-05-540-15-000-6824	JA IRAN-OPERATING ASSI JATRAN-OPERATING ASSI TRANSIT SERVICES DIVI TRANSIT SERVICES DIVI CAPITAL MAINTENANCE	18756510 18756520 18756520 18756520 18756530	0187 0187 0187 0187 0187
1	106,246.23	FUND TOTAL				
2,058,312.69	86,794.42 19,451.81	IMPROVEMENT OTHER THA	0173-0500-451-45190-04-400-05-000-6823 0173-0500-451-45190-04-400-05-000-6824	1% ENGINEERING CAPITA 1% ENGINEERING CAPITA	17345190 17345190	0173 0173
	649,206.93	FUND TOTAL				
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0390-1100-498-49800-02-210-08-000-8215	ACCOUNTS PAYABLE CHECK RUN REPORT	

	6,528,396.73 6,528,396.73	WARRANT SUMMARY TOTAL GRAND TOTAL	THE PARTY OF THE P	· · · · · · · · · · · · · · · · · · ·	ではいい	
	9,050.12	FUND TOTAL				
275,882.62	9,050.12	OTHER PROFESSIONAL SE	0404-1100-501-50133-02-230-06-000-6419	DFA-SB2971-PETE BROWN	40450133	0404
	9,453.50	FUND TOTAL				
-3,496.50	9,453.50	BUILDING RENTAL	0399-0600-540-54000-02-250-06-000-6512	39954000 LIBRARY FUND	39954000	0399
<i> </i>	3,000,000.00	FUND TOTAL				
100 CM	3,000,000.00	THIRD PARTY MANAGER	39852101 WATER THIRD PARTY MAN 0398-0500-521-52101-02-230-14-000-6493	WATER THIRD PARTY MAN	39852101	0398
	2,560.43	FUND TOTAL				
3,550.82	1,802.30	OTHER PROFESSIONAL SE	0390-1100-498-49800-02-210-06-000-6419	39049800 ZOOLOGICAL PARK	39049800	0390
* > 2017 20		FUEL LISAGE	0390-1100-498-49800-02-210-06-000-6215	39049800 ZOOLOGICAL PARK	39049800	0390
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City of Jackson

Minute Book Summary

AGENDA DATE: March 21, 2023

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 28618 TO APPROPRIATION FOR THE PAYMENT THEREOF.

AND MAKING

IT IS HEREBY ORDERED that payroll deduction claims numbered 28618 to inclusive therein, in the Municipal "Docket of Claims", in the aggregate amount of \$94,195.60 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 the ferred thereto from the payroll fund for payment of the payroll deduction claims authorized herein for payment:

Fund Fund Description
0079 PAYROLL FUND

\$ 94,195.60 \$ 94,195.60

APPROVED FOR AGENDA

DEPARTMENT DIRECTOR

LEGAL

CAO

CFO

MAYOR'S OFFICE

ITEM #

AGENDA DATE <u>03/21/2023</u>

BY: THAMES, LUMUMBA

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CITY OF JACKSON, MISSISSIPPI Office of the City Attorney 455 East Capitol 1000 Post Office Box 27 Jackson, Mississippi 39207-2770 Telephone: (601) 960-1799 Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

The PAYROLL DEDUCTION CLAIMS DOCKET for W	uvan 21,2023 in
the aggregate amount of 894,195,100 has bee	n reviewed by me and, based on
information and belief, this document is approved as to form pu	rsuant to Miss. Code Ann. § 21-
39-7 for entry into NOVUS Agenda System and for payment au	thorization by governing
authorities.	
Sondra O. Moneye	3 17 23
Sondra Moncure	DATE
Denuty City Attorney	

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03/21/2023

		72016			914			523		523			60028		60028			401410	CASHA
	1 079 2250	ALLEN MIRANDA ACCOUNT DETAIL		1 079 2250	ARDS		1 079 2250	AFLAC ACCOUNT DETAIL	1 079 2250	AFLAC ACCOUNT DETAIL		1 079 2212	3P BENEFIT SOLUTIONS ACCOUNT DETAIL	1 079 2212	3P BENEFIT SOLUTIONS ACCOUNT DETAIL		1 079 2250	ACCOUNT DETAIL	CASH ACCOUNT: 999 1100
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		87624			87599			87580		87554			87608		87564			87633	DOCUMENT
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ACCOUNT DETAIL	530 AMERICAN GENERAL LIFE 0000		ACCOUNT: 999 1100	DUE DATE: 03/21/2023	CHECK RUN: PD032123 03/21/2023	Detail Invoice List	ACCOUNTS PAYABLE CHECK RUN REPORT	City of Jackson
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87586		87586	03/16/2023	INV	0000	AMERICAN-AMICABLE LIF	653
	4,311.82 4,666.43	CHECK TOTAL					
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87592	354.61	87592	03/16/2023	NN	0000	AMERICAN HERITAGE LIF	765
		LINE AMOUNT 354.61		PAYROLL F EMPL WITH		1 079 2250	
87560		87560	03/17/2023	INV	0000	AMERICAN HERITAGE LIF	765
	163.48 163.48	CHECK TOTAL					
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ACCOUNT DETAIL

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03/16/2023

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PAYROLL F EMPL WITH

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BRAVO REALTY LLC

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03/16/2023

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LINE AMOUNT 340.82

ACCOUNT DETAIL 1 079 22

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PAYROLL F EMPL WITH

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ACCOUNT DETAIL
1 079 229

2250

PAYROLL F EMPL WITH

LINE AMOUNT 274.00

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274.00 **274.00**

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Detail Invoice List
CHECK RUN: PD032123
DUE DATE: 03/21/2023

889 DEPARTMENT OF SOCIAL 0000 ACCOUNT DETAIL 1 079 2250	501 CRDU 0000 ACCOUNT DETAIL 1 079 2250 501 CRDU ACCOUNT DETAIL 1 079 2250	66394 COMPBENEFITS 0000 ACCOUNT DETAIL 1 079 2214	66394 COMPBENEFITS 0000 ACCOUNT DETAIL 1 079 2214	0000	REMIT ACCID 0000
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03/16/2023	03/17/2023 8 03/16/2023 8	03/16/2023	03/17/2023 8		AJE 1
CHECK TOTAL 87598 LINE AMOUNT 185.52 CHECK TOTAL	87552 LINE AMOUNT 1,158.07 87578 LINE AMOUNT 18,692.37	87613 LINE AMOUNT 2,896.14 CHECK TOTAL	CHECK TOTAL 87566 LINE AMOUNT 55.71	6,00 87587 LINE AMOUNT 2,061.86	INVOICE CHECK TOTAL 87557 LINE AMOUNT
19,850.44 185.52 185.52	1,158.07	2,896.14 2,9 51.85	2,067.86	6.00 9.061 86	AMQUNI 137.50
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	1 079 2250 PAYRO	ACCOUNT DETAIL	FLORI		TAXABLE DESIGNATION OF TAXABLE PARTY.
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1 079 2250 PAYROLL F	GADDIS THERESA ACCOUNT DETAIL		1 079 2250	FRAZIER SONYA MOZELLA
	0000 INV		PAYROLL F EMPL WITH	0000 EFT
1. 18th - Yalli, Maria Indiana. In 1880 annian ann a	03/16/2023		to severe color according	03/16/2023
EMPL WITH 230.77	87620	CHECK TOTAL	LINE AMOUNT 95.77	87604
230.77	87620	95.77 95.77		87604

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35	1/16/2023 87607 LINE AMOUNT 115.36	03/16/2023	PAYROLL F EMPL WITH	GENERAL FUND 0000 ACCOUNT DETAIL 1 079 2250
230.77	CHECK TOTAL			
230 77	230.77		PAYROLL F EMPL WITH	1 079 2250

87607

		22.50		PAYROLL F EMPL WITH		1 079 2250	
87550		875	03/17/2023	INV	0000	HAROLD J BARKLEY JR,	442
	4,331.30 4,409.42	CHECK TOTAL					
		LINE AMOUNT 4,331.30		PAYROLL F EMPL WITH	Farings to	1 079 2250	
87570	78.12	88	03/16/2023	N	0000	H D CATCHINGS AGENCY	432
		78.12		PAYROLL F EMPL WITH		1 079 2250	
87549		875		INV	0000	H D CATCHINGS AGENCY ACCOUNT DETAIL	432
	115.36 115.36	CHECK TOTAL					

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Detail Invoice List CHECK RUN: PD032123 DUE DATE: 03/21/2023

71815	453	618	938	938	743	CASH AVENDOR 442
INTERNAL REVENUE SERV ACCOUNT DETAIL 1 079 2250	INTERNAL REVENUE SERV ACCOUNT DETAIL 1 079 2250	HENLEY PAT ACCOUNT DETAIL 1 079 2250	HENLEY BRAND ACCOUNT DETAIL 1 079 2250	HENLEY BRAND ACCOUNT DETAIL 1 079 2250	HART ANGELA ACCOUNT DETAIL 1 079 2250	CASH ACCOUNT: 999 1100 DOR 442 HAROLD J BARKLEY JR. ACCOUNT DETAIL 1 079 2250
0000	0000	0000	0000	0000	0000	0000
INV	PAYROLL F EMPL WITH	PAYROLL F EMPL WITH	INV	INV PAYROLL F EMPL WITH	PAYROLL F EMPL WITH	POOLED CASH - AP DISBURSEMENTS PO TYPE DUE D INV 03/16/2 PAYROLL F EMPL WITH
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03/16/2023	03/16/2023	03/16/2023	03/16/2023	03/17/2023	03/16/2023	SEMENTS DUE DATE 03/16/2023
87622 LINE AMOUNT 88.00	LINE AMOUNT 500.80	LINE AMOUNT 100.00 CHECK TOTAL	LINE AMOUNT 75.00 CHECK TOTAL	87563 LINE AMOUNT 89.62	87590 LINE AMOUNT 222.92 CHECK TOTAL	R7571 LINE AMOUNT 1,286.00 CHECK TOTAL
88.00	500.80	100.00 100.00	75.00 164.62	80 65	222.92 222.9 2	AMOUNT 1,286.00 1,308.50
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Detail Invoice List

CHECK RUN: PD032123
DUE DATE: 03/21/2023

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	1 079 2250	JAMES L HENLEY ACCOUNT DETAIL	ACCOUNT DETAIL 1 079 2250		1 0/9 2250	JACOB LAW GROUP ACCOUNT DETAIL		1 079 2250	JACKSON POLICE OFFICE ACCOUNT DETAIL		1 079 2250	JACKSON FIREFIGHTERS ACCOUNT DETAIL		1 079 2250	J ALLEN SANDIFER AGEN ACCOUNT DETAIL	CASH ACCOUNT: 999 1100
	PAYROLL F EMPL WITH	VNI 0000	PAYROLL F EMPL WITH		PAYROLL F EMPL WITH	0000 INV		PAYROLL F EMPL WITH	0000 EFT		PAYROLL F EMPL WITH	0000 EFT		PAYROLL F EMPL WITH	0000 INV	POOLED CASH - AP DISBURSEMENTS REMIT PO TYPE DUE D
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CHECK TOTAL	3,308.00	87589 LINE AMOUNT	LINE AMOUNT 39.50	CHECK TOTAL	111.50	87562	CHECK TOTAL	1,237.50	87594 LINE AMOUNT	CHECK TOTAL	2,939.27	87593 LINE AMOUNT	CHECK TOTAL	155.32	87572	INVOICE CHECK TOTAL
3,347.50		39.50		111.50	111.50		1,237.50			2,939.27	3000		155.32 155.32			AMOUNT 88.00
		87589	87558			87562			87594			87593			87572	DOCUMENT
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Detail Invoice List CHECK RUN: PD032123 DUE DATE: 03/21/2023 03/21/2023

	73597	415	415		71814		531		951			CASH AVENDOR 401422
ACCOUNT DETAIL 1 079 2250	LUNSFORD BASKIN & PRI	LIFE OF ALABAMA ACCOUNT DETAIL 1 079 2250	LIFE OF ALABAMA ACCOUNT DETAIL 1 079 2250		LEWIS ESCORTIA ACCOUNT DETAIL 1 079 2250		JRA PARKING ACCOUNT DETAIL 1 079 2250		JENKINS RUSSELL ACCOUNT DETAIL 1 079 2250		1 079 2250	GASH ACCOUNT: 999 1100 NDOR 401422 JAYLYNN KIARA FRAZIER
PAYROLL F EMPL W	0000 INV	PAYROLL F EMPL WITH	PAYROLL F EMPL WITH		0000 EFT PAYROLL F EMPL WITH		PAYROLL F EMPL WITH		0000 INV		PAYROLL F EMPL WITH	POOLED CASH - AP DISBURSEMENTS REMIT PO TYPE QUE DATE 0000 EFT 03/16/2023
	03/16/2023	03/16/2023	03/17/2023		03/16/2023		03/16/2023		03/16/2023			RSEMENTS QUE DATE 03/16/2023
LINE AMOUNT 445.01	CHECK TOTAL	87569 LINE AMOUNT 3,239.19	87548 LINE AMOUNT 220.11	CHECK TOTAL	87621 LINE AMOUNT 138.46	CHECK TOTAL	87583 LINE AMOUNT 785.40	CHECK TOTAL	87603 LINE AMOUNT 127.50	CHECK TOTAL	LINE AMOUNT 95.77	INYOICE 87634
445.01	3,239.19 3,459.30	220.11		138.46 138.46		785.40 785.40		127.50 127.50		95.77 95.77		AMOUNT
	87631	87569	87548		87621		87583		87603			DOCUMENT 87634
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Detail Invoice List CHECK RUN: PD032123 DUE DATE: 03/21/2023

72791	65937	73086	877	877	66559	CASH ACCOUNT: VENDOR
MERIT HEALTH CENTRAL ACCOUNT DETAIL 1 079 2250	MENDELSON LAW FIRM ACCOUNT DETAIL 1 079 2250	MCGUFFEE LAW FIRM, PL ACCOUNT DETAIL 1 079 2250	DET/	MASE/CWA ACCOUNT DETAIL 1 079 2250	MARTIN FLORINE ACCOUNT DETAIL 1 079 2250	ACCOUNT: 999 1100
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03/16/2023	03/16/2023	03/16/2023	03/16/2023	03/17/2023	03/16/2023	SEMENTS
87625 LINE AMOUNT 287.67 CHECK TOTAL	87611 LINE AMOUNT 434.92 CHECK TOTAL	87627 LINE AMOUNT 492.72 CHECK TOTAL	87595 LINE AMOUNT 993.39 CHECK TOTAL	CHECK TOTAL 87561 LINE AMOUNT 74.00	87614 LINE AMOUNT 137.50	INVOICE CHECK TOTAL
287.67 287.67	434.92 434.92	492.72 492.72	74.00 993.39 1,067.39	137.50	127 50	AMOUNT 445.01
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	03/16/2023		03/16/2023	03/17/2023		03/16/2023	03/17/2023		03/16/2023	SEMENTS DUE DATE 03/17/2023
CHECK TOTAL	87576 LINE AMOUNT 237.34	CHECK TOTAL	LINE AMOUNT	87553 LINE AMOUNT 339.36	CHECK TOTAL	87615 LINE AMOUNT 450.62	87567 LINE AMOUNT 156.14	CHECK TOTAL	87577 LINE AMOUNT	INYOICE 87551 LINE AMOUNT 229.75
237.34 237.34		1,201.62 1,540.98	339.36		450.62 606.76	155.14		1,627.67 1,857.42	229.75	AMOUNT
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Detail Invoice List CHECK RUN: PD032123 DUE DATE: 03/21/2023

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	PROVIDENT INSURANCE 0000 ACCOUNT DETAIL 1 079 2250 PA		944 PRE-PAID LEGAL SERVIC 0000 ACCOUNT DETAIL 1 079 2250 PA		FACCOUNT DETAIL 1 079 2250 PA	529 POLICE HOSPITAL FUND 0000 ACCOUNT DETAIL 1 079 2250 PA		764 OCCIDENTAL LIFE INSUR 0000 ACCOUNT DETAIL 1 079 2250 PA	764 OCCIDENTAL LIFE INSUR 0000 ACCOUNT DETAIL 1 079 2250 PA	7,000	VENDOR 100 PO VENDOR 1051 NC CHILD SUPPORT & CE 0000 ACCOUNT DETAIL 1 070 2250 DA
CHECK TOTAL	INV 03/16/2023 87588 PAYROLL F EMPL WITH 22.02	CHECK TOTAL	INV 03/16/2023 87602 LINE AMOUNT 365.03	CHECK TOTAL	EFT 03/16/2023 87581 PAYROLL F EMPL WITH 734.57	EFT 03/17/2023 87555 LINE AMOUNT 4.62	CHECK TOTAL	INV 03/16/2023 87591 LINE AMOUNT 330.60	INV 03/17/2023 87559 LINE AMOUNT PAYROLL F EMPL WITH 9:54	CHEC	POOLED CASH - AP DISBURSEMENTS PO TYPE DUE DATE INVOICE INV 03/16/2023 87606 LINE AMOUNT DAYPOLL 5 EMBL WITH
22.02		365.03		734.57 - 739.19			340.14			235.38 235.38	AMOUNT DOCUMENT VOUCHER 87606
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	INV PAYROLL F EMPL WITH	INV PAYROLL F EMPL WITH		INV PAYROLL F EMPL WITH		INV PAYROLL F EMPL WITH		EFT PAYROLL F EMPL WITH		EFT PAYROLL F EMPL WITH		POOLED CASH - AP DISBURSEMENTS PO INV 03/16/ PAYROLL F EMPL WITH
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	03/16/2023	03/17/2023		03/16/2023		03/16/2023		03/16/2023		03/16/2023		MENTS DUE DATE 03/16/2023
	87585 LINE AMOUNT 555.22	87556 LINE AMOUNT 43.15	CHECK TOTAL	87629 LINE AMOUNT 327.69	CHECK TOTAL	87632 LINE AMOUNT 181.73	CHECK TOTAL	87597 LINE AMOUNT 286.15	CHECK TOTAL	87600 LINE AMOUNT 130.00	CHECK TOTAL	INVOICE 87630 LINE AMOUNT 186.40
555.22	43.10	۵ ۵	327.69 327.69		181.73	181 73	286.15	0000	130.00 130.00		186,40 186,40	AMOUNT
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Detail Invoice List CHECK RUN: PD032123 DUE DATE: 03/21/2023

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#7

THE CITY ROM THE

RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF JACKSON, MISSISSIPPI TO REIMBURSE ITSELF FROM THE PROCEEDS OF THE MASTER LEASE PURCHASE AGREEMENT FOR THE PURCHASE OF TWENTY-ONE (21) VEHICLES FOR THE JACKSON POLICE DEPARTMENT.

WHEREAS, in connection with the purchase of twenty-one (21) vehicles for the Jackson Police Department, the City has advanced and will advance internal funds from fund 001: and

WHEREAS, the City intends to reimburse itself for all of such expenses from the proceeds of the Master Lease Purchase Agreement,

IT IS THEREFORE ORDERED:

Section 1. Declaration of official intent. The City of Jackson, Mississippi, hereby declares its official intent to reimburse itself from the proceeds of the Master Lease Purchase Agreement for the purchase of twenty-one (21) vehicles for the Jackson Police Department, prior to and subsequent to the date of this Resolution in accordance with Treasury Regulations 1.150-2. This Resolution is intended as a declaration of official intent under Treasury Regulation 1.150-2. The debt to be issued to finance the purchase of twenty-one (21) vehicles for the Jackson Police Department is expected not to exceed an aggregated principal amount of \$794,501.00.

Section 2. Incidental action. The Mayor is authorized to take such action as may be necessary to carry out the purpose of this Resolution and is authorized to execute necessary and related documents required for the issuance of the debt.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 02/01/23

POINTS		COMMENTS
1.	Brief Description/Purpose	Reimburse Master Lease
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 and all citizens
4.	Benefits	Enhanced services to citizens and spread out cost of equipment over its useful life
5.	Schedule (beginning date)	Upon approval by City Council
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide
7.	Action implemented by: City Department Consultant	Department of Administration
8.	COST	\$794,501.00
9.	Source of Funding General Fund Grant Bond Other	General Fund 00144240-6868
10.	EBO participation	ABE % WAIVER yes no N/AX AABE % WAIVER yes no N/AX WBE % WAIVER yes no N/AX HBE % WAIVER yes no N/AX NABE % WAIVER yes no N/AX

Revised 02-04

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Sharon Thames, Interim Director

Department of Administration

DATE: February 1, 2023

RE: FY 2023 Lease/Loan Transaction

This agenda item authorizes the City to reimburse itself from the proceeds of a Master Lease Purchase Agreement. This resolution is required by Treasury Regulation 1.150-2.

The Jackson Police Department will purchase twenty (20) Dodge Durango's, and one (1) Ford Expedition. These vehicles will used for the following purpose;

1. Patrol Operations

Should you have any questions, please let me know.

2022-2023 Equipment/Vehicle Purchases

Vehicle/Equipment	Number	Department/Division	Cost	Vendor
Dodge Durango Ford Expedition	20	Police Department Police Department	\$754,380.00 Ki \$40,121.00 Cc	\$754,380.00 Kirk Auto World, Inc. \$40,121.00 Courtesy Motors, Inc.
Total	21		\$794,501.00	

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

OFFICE OF THE CITY ATTORNEY

This RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF JACKSON, MISSISSIPPI TO REIMBURSE ITSELF FROM THE PROCEEDS OF THE MASTER LEASE PURCHASE AGREEMENT FOR THE PURCHASE OF TWENTY-ONE (21) VEHICLES FOR THE JACKSON POLICE DEPARTMENT is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, Cit Attorney

Sondra Moncure, Deputy City Attorney_

Date 75

RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF JACKSON, MISSISSIPPI TO REIMBURSE ITSELF FROM THE PROCEEDS OF THE MASTER LEASE PURCHASE AGREEMENT FOR THE PURCHASE OF TWENTY-ONE (21) VEHICLES FOR THE JACKSON POLICE DEPARTMENT.

WHEREAS, in connection with the purchase of twenty-one (21) vehicles for the Jackson Police Department, the City has advanced and will advance internal funds from fund 001; and

WHEREAS, the City intends to reimburse itself for all of such expenses from the proceeds of the Master Lease Purchase Agreement,

IT IS THEREFORE ORDERED:

Section 1. Declaration of official intent. The City of Jackson, Mississippi, hereby declares its official intent to reimburse itself from the proceeds of the Master Lease Purchase Agreement for the purchase of twenty-one (21) vehicles for the Jackson Police Department, prior to and subsequent to the date of this Resolution in accordance with Treasury Regulations 1.150-2. This Resolution is intended as a declaration of official intent under Treasury Regulation 1.150-2. The debt to be issued to finance the purchase of twenty-one (21) vehicles for the Jackson Police Department is expected not to exceed an aggregated principal amount of \$794,501.00.

Section 2. Incidental action. The Mayor is authorized to take such action as may be necessary to carry out the purpose of this Resolution and is authorized to execute necessary and related documents required for the issuance of the debt.

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Sharon Thames, Interim Director

Department of Administration

DATE: February 1, 2023

RE: FY 2023 Lease/Loan Transaction

This agenda item authorizes the City to reimburse itself from the proceeds of a Master Lease Purchase Agreement. This resolution is required by Treasury Regulation 1.150-2.

The Jackson Police Department will purchase twenty (20) Dodge Durango's, and one (1) Ford Expedition. These vehicles will used for the following purpose;

1. Patrol Operations

Should you have any questions, please let me know.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 02/01/23

	POINTS	COMMENTS		
1.	Brief Description/Purpose	Reimburse Master Lease		
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 and all citizens		
4.	Benefits	Enhanced services to citizens and spread out cost of equipment over its useful life		
5.	Schedule (beginning date)	Upon approval by City Council		
6.	Location: S WARD S CITYWIDE (yes or no) (area) S Project limits if applicable	Citywide		
7.	Action implemented by: S City Department Consultant	Department of Administration		
8.	COST	\$794,501.00		
9.	Source of Funding S General Fund S Grant S Bond S Other	General Fund 00144240-6868		
10.	EBO participation	ABE % WAIVER yes		

Revised 02-04

#8

TION COMPANY, CONTRACT AND

ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AND RELATED DOCUMENTS WITH HEMPHILL CONSTRUCTION COMPANY, INC. TO SUPPLY THE LABOR AND MATERIALS NECESSARY FOR THE JTRAN BUS STOP SIGNAGE REPLACEMENT PROJECT

WHEREAS, the City of Jackson ("City") has determined that it is in the City's best interest to seek a construction company for the bus stop improvement project of the City's public transit system; and

WHEREAS, on December 8, 2022, the Department of Planning and Development, through its Transit Division, issued a Request for Proposal seeking a qualified contractor to supply all labor and materials necessary to replace the JTRAN bus stop signage; and

WHEREAS, in response to the Request for Proposal, the Transit Division received a response from one (1) company qualified to provide the work and materials necessary for the bus stop sign replacement project; and

WHEREAS, the bid of Hemphill Construction Company, Inc. in the amount of four hundred thirty-seven thousand three hundred and eighty-five dollars (\$437,385.00) was the only bid received; and

WHEREAS, the Transit Division is recommending that the governing authorities authorize the Mayor to execute a contract and related documents with Hemphill Construction Company, Inc. to supply all labor and materials necessary to replace the bus stop signage of the City's public transportation system at a cost not to exceed four hundred thirty-seven thousand three hundred and eighty-five dollars (\$437,385.00); and

WHEREAS, the Federal Transit Administration will pay eighty percent (80%) of the cost or three hundred forty-nine thousand nine hundred and eight dollars (\$349,908.00), and the remaining twenty percent (20%) of the cost or eighty-seven thousand four hundred and seventy-seven dollars (\$87,477.00) will be paid from the Transit Division's FY2023 budget.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Hemphill Construction Company, Inc. to supply all labor and materials necessary to replace bus stop signage at a cost not to exceed four hundred thirty-seven thousand three hundred and eighty-five dollars (\$437,385.00), with eighty percent (80%) of the cost or three hundred forty-nine thousand nine hundred and eight dollars (\$349,908.00) to be paid by the Federal Transit Administration and twenty percent (20%) or eighty-seven thousand four hundred and seventy-seven dollars (\$87,477.00) to be paid from the Transit Division's FY2023 Budget.

Agenda Item No. 8 March 21, 2023 (Dotson, Lumumba) CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 3/14/2023

F	POINTS	COMMENTS
1.	Brief Description/Purpose	ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AND RELATED DOCUMENTS WITH HEMPHILL CONSTRUCTION COMPANY, INC. TO SUPPLY THE LABOR AND MATERIALS NECESSARY FOR THE JTRAN BUS STOP SIGNAGE REPLACEMENT PROJECT
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation.
3.	Who will be affected	All citizens and visitors of the City of Jackson
4.	Benefits	All citizens and visitors of the City of Jackson
5.	Schedule (beginning date)	Upon signing of contract
6.	Location:	Department of Planning & Development/Office of Transportation/All Wards
7.	Action implemented by: City Department	Department of Planning & Development Office of Transportation
8.	COST	\$437,385.00
9.	Source of Funding General Fund x Grant x Bond Other	187.565.30.6824: \$437,385.00 Grant (80%): \$349,908.00 General Fund (20%): \$87,477.00
10.	EBO participation	DBE 0.00%

MEMORANDUM

TO: Choke A. Lumumba, Mayor

THRU: Chloe Dotson, Director

Department of Planning & Development

FROM: Christine F. Welch, Deputy Director

Office of Transportation

DATE: January 24, 2023

RE: Agenda Item for March 14, 2023 City Council Meeting

The attached agenda item authorizes the Mayor to enter into a contract with Hemphill Construction Company, Inc. for Bus Stop Sign Replacement for the public transportation system (JTRAN). On December 8, 2022, the Department of Planning and Development, Office of City Planning, Transit Services Division, released a Request for Proposals (RFP) for a contractor for the Bus Stop Improvement Project of the JTRAN system.

The City advertised for Request for Proposal (RFP)#2022-04 with MS Link, Clarion Ledger, Central Bidding, and the City of Jackson's website. The solicitation closed on January 10, 2023 with one (1) submitting proposal. The lowest bid was received from Hemphill Construction Company, Inc. in the amount not to exceed four hundred thirty-seven thousand three hundred and eighty-five dollars (\$437,385.00).

It is the recommendation of the Office of Transportation that this bid be accepted. If you have any questions, please call Christine Welch, Deputy Director (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 ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AND RELATED DOCUMENTS WITH HEMPHILL CONSTRUCTION COMPANY, INC. TO SUPPLY THE LABOR AND MATERIALS NECESSARY FOR THE JTRAN BUS STOP SIGNAGE REPLACEMENT PROJECT is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney

#9

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ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM ONE (1) VENDOR AND AUTHORIZING PAYMENT TO SOUTHEASTERN AUTOMATIC SPRINKLER

WHEREAS, the Transit Services Division of the Department of Planning and Development had need of certain necessary parts, equipment, and services necessary to the operation and maintenance of the City's transit system; and

WHEREAS, the Transit Services Division had to replace a fire panel that presented a safety issue at the JTRAN Administrative and Maintenance Facility (JAMF); and

WHEREAS, due to emergency circumstances, the purchase and procurement of these necessary parts, equipment, and services was done without prior approval of the City Purchasing Manager; and

WHEREAS, the parts and equipment set forth in the invoices were delivered and used in the safety, operation, and maintenance of the City's transit system; and

WHEREAS, in order to ensure the continued safety, proper operation, and maintenance of the City's transit system, the Transit Services Division is requesting that the purchases and procurement of services from Southeastern Automatic Sprinkler for seven hundred and twenty dollars (\$720.00) be ratified.

IT IS, THEREFORE, ORDERED that the purchases and procurement of services from one (1) vendor be ratified and payment authorized to Southeastern Automatic Sprinkler for seven hundred and twenty dollars (\$720.00).

Agenda Item No. 9 March 21, 2023 (Dotson, Lumumba) CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 1/31/2023

	POINTS	COMMENTS		
1.	Brief Description/Purpose	ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM ONE (1) VENDOR AND AUTHORIZING PAYMENTS TO SOUTHEASTERN AUTOMATIC SPRINKLER		
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 \$720.00		
9,	Source of Funding General Fund X Grant X Bond Other	187.565.20.6461: \$720.00 Grant: MS.2020.001.00: \$576.00 General Fund: \$144.00		
10.	EBO participation	ABE % WAIVER yes no N/A X AABE % WAIVER yes no N/A X WBE % WAIVER yes no N/A X IIBE % WAIVER yes no N/A X NABE % WAIVER yes no N/A X		

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Chloe Dotson, Director

Department of Planning & Development

FROM: Christine Welch, Deputy Director

Office of Transportation

DATE: January 17, 2023

RE: Agenda Item for January 31, 2023 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 39207-2770 Telephone: (601) 960-1799 Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM ONE (1) VENDOR AND AUTHORIZING PAYMENT TO SOUTHEASTERN AUTOMATIC SPRINKLER is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney

Date

#10

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT AND CONSTRUCTION AGREEMENT WITH THE MISSISSING TRANSPORTATION COMMISSION REGARDING FEDERAL APPROJECT IM-0020-01(269)/108902301000, 302000, 303000, AND 304000

WHEREAS, the Mississippi Transportation Commission (the "Commission"), by and through the Mississippi Department of Transportation (MDOT), seeks to resurface Interstate 20 between Interstate 220 and the Pearl River bridge in a manner that will require the full closure of each direction of Interstate 20 for a 10 day time period; and

WHEREAS, pursuant to the Easement and Construction Agreement, the Commission will as a part of the project (1) operate and maintain the traffic signals located on University Blvd/Terry Road at Linde Road, Raymond Road, and Wilmington Street during those times that Interstate 20 is closed in one or both directions; (2) be responsible for maintaining all temporary traffic control devices; (3) be responsible for ensuring that the street is returned to the City in the same condition as it was prior to construction pursuant to Mississippi Code Section 65-1-171; and (4) advise the City of the commencement and completion of the pavement rehabilitation project; and

WHEREAS, pursuant to the Easement and Construction Agreement, the City will (1) release the Commission from any and all damages arising as a result of the Commission altering, relocating, or changing the grade of City streets intersecting said project, or the altering or changing the grade of any other street including existing streets, unplatted streets, or unopened streets in any location adjacent to the project; and (2) subsequent to the project resume and maintain responsibility for all usual maintenance of University Boulevard/Terry Road; and

WHEREAS, the Department of Public Works recommends granting an easement to the Commission for the purposes of the referenced project.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an easement and construction agreement with the Mississippi Transportation Commission regarding Federal Aid Project IM-0020-01(269)/108902301000, 302000, 303000, and 304000.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET March 15, 2023 DATE

	POINTS	COMMENTS				
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT AND CONSTRUCTION AGREEMENT WITH THE MISSISSIPPI TRANSPORTATION COMMISSION REGARDING FEDERAL AID PROJECT IM-0020-01(269)/108902301000, 302000, 303000, AND 304000				
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	Motorists along Interstates 20 and 55				
4.	Benefits	Grant an easement to allow MDOT to operate and maintain traffic signals on University Blvd between Interstate 20 and US Highway 80				
5.	Schedule (beginning date)	Upon Council approval				
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	University Blvd from I-20 to US 80 (Wards 5 & 7)				
7.	Action implemented by: City Department Consultant	Department of Public Works, Engineering Division and the Mississippi Department of Transportation				
8.	COST	N/A				
9.	Source of Funding General Fund Grant Bond Other	N/A				
10.	EBO participation	ABE				

Revised 2-04



DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E.

City Engineer & Interim Director

Date: March 15, 2023

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda for an easement and construction agreement with the Mississippi Transportation Commission for MDOT to operate the traffic signals on University Blvd at Linde Dr/Raymond Rd/Wilmington St. The three traffic signals operate together from one controller. MDOT is planning a construction project to resurface Interstate 20 from Interstate 220 to the Pearl River bridge. The open grade friction course (OGFC) asphalt, the top 1 inch of asphalt that has worn off of the interstate in recent years, will be removed and repaved with stone matrix asphalt that does not wear as quickly as the OGFC surface. This will provide much needed relief for motorists on Interstate 20 in Jackson.

MDOT has chosen to shut down one direction of Interstate 20 for 10 consecutive days (24/7, not nights-only) to repave one side of the interstate, then repeat the process for the other direction. Although MDOT will advise through traffic to use Interstate 220 and Interstate 55, this will cause significant disruption for traffic coming into and leaving Jackson.

To better facilitate traffic desiring to connect from Interstate 20 westbound and Interstate 55 northbound to US Highway 80 westbound during the westbound closure and from US Highway 80 to Interstate 55 Southbound during the eastbound closure, the City and MDOT agree that MDOT should maintain and operate the one complex traffic signal on University Blvd at Linde Dr/Raymond Rd/Wilmington St. This is only an easement for this project, and the maintenance of the signal will revert to the City after construction.

It is my recommendation that this item be approved. Please call me if you have any questions.

455 East Capitol Street Post Office Box 2779 Jackson, Mississippi 39297-2779 Telephone: (601) 9-0-1799

Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT AND CONSTRUCTION AGREEMENT WITH THE MISSISSIPPI TRANSPORTATION COMMISSION REGARDING FEDERAL AID PROJECT IM-0020-01(269)/108902301000, 302000, 303000, AND 304000 is legally sufficient for placement in NOVUS Agenda.

iamson, Legal Counsel

EASEMENT AND CONSTRUCTION AGREEMENT

This Easement and Construction Agreement is entered into by and between the Mississippi Transportation Commission, (Commission), by and through the duly authorized Executive Director of the Mississippi Department of Transportation, and the City of Jackson, Mississippi, (City), a Mississippi municipal corporation, acting by and through its duly authorized mayor and city council, effective as of the latest date of execution below.

WHEREAS, the Commission is developing plans and specifications to construct a project that will provide pavement rehabilitation on Interstate Route 20 and Interstate Route 55 in Jackson, Mississippi, said project is scheduled to be let to contract in April 2023; and

WHEREAS, the Commission has prepared plans and specifications for the proposed construction, being designated as Federal Aid Project No. IM-0020-01(269) /108902-301000, 302000, 303000, and 304000, and all of said plans are on file in the office of the Commission in Jackson, Mississippi, and reference is hereby made to those plans for all purposes as if copied herein in words and figures; and

WHEREAS, in order to facilitate timely and efficient work, the Commission intends to close Interstate Route 20 and Interstate Route 55 within the local project limits during the construction of the pavement rehabilitation project and has a duty to provide an alternate route or detour with explicit directions to the travelling public during the construction of said project; and

WHEREAS, in order to fulfill the duty to provide a detour route, the Commission proposes to utilize Interstate Route 220 from the intersection of Interstate Route 20 and Interstate Route 220 to the intersection of Interstate Route 220 and Interstate Route 55, and Interstate Route 55 from the intersection of Interstate Route 220 and Interstate Route 55 to the intersection of Interstate Route 55 and Interstate Route 20 as part of the official detour; and the Commission proposes to utilize

Terry Road from the end of MDOT ROW north of Interstate Route 20 to the beginning of MDOT ROW south of US Route 80 as an alternate route for local traffic; and

WHEREAS, the City is the current owner of the property or the easements on Terry Road and any other local roads that intersect Terry Road; and

NOW, THEREFORE, in consideration of the premises and agreements of the parties hereto, herein contained, to be kept and performed by the parties respectively, it is hereby agreed as follows:

ARTICLE ONE

The Commission will:

- (a) As part of the Project operate and maintain the traffic signals located at the intersection of Terry Road and Linde Road, intersection of Terry Road and Raymond Road, and the intersection of Terry Road and Wilmington Road during the closure of Interstate Route 20.
- (b) Be responsible for maintaining all temporary traffic control devices installed along Terry Road and within the City jurisdiction in accordance with the MDOT policies, rules, and regulations for the duration of the overlay work.
- (c) Be responsible for ensuring Terry Road is returned to the City in the same condition as it was prior to construction of the Project pursuant to MS Code Section § 65-1-71: Detours.
- (d) Will advise the City of the commencement and completion of the pavement rehabilitation project.

ARTICLE TWO

The City will:

(a) Release the Commission from any and all damages arising as a result of the Commission altering or changing the grade of City roads intersecting said project, or the altering or changing the grade of any other street including existing streets, unplatted streets or unopened

streets in any location adjacent to said project as required for necessary repairs for damage occurring due to increased traffic volume during the Project.

(b) Subsequent to the Project, resume and maintain responsibility for all usual maintenance of Terry Road and adjacent City roads within the aforementioned limits.

ARTICLE THREE

General Provisions.

- (a) The City does hereby grant, bargain, sell, convey and warrant unto the Commission an unlimited easement on, over and across all City road rights of way within the aforementioned limits as shown on the plans for Federal Aid Project No. IM-0020-01(269)/108902-301000, 302000, 303000, and 304000, for the purpose of constructing and maintaining the aforesaid project, until said project is concluded.
- (b) Both parties hereto represent that they have authority to enter into this Contract and certified copies of the applicable City or Commission Orders are attached hereto.
- (c) This agreement may only be modified by a written agreement executed by both parties.

 WITNESS this, my signature in execution hereof, this the _____ day of _______,

 20____.

 CITY OF JACKSON, MISSISSIPPI
 BY AND THROUGH ITS DULY AUTHORIZED MAYOR

 Mayor Chokwe Antar Lumumba

	WITNESS this, my signature in execution hereof, this the	day of	
20			

ATTEST:_

(Affix Seal)

THE MISSISSIPPI TRANSPORTATION COMMISSION BY AND THROUGH THE EXECUTIVE DIRECTOR OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Brad Whit	e	
Attest:Se	cretary to the Commission	
Book:	Page:	

#11

ORDER AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR AND ADMINISTER A GRANT FROM THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR FUNDING A WASTE TIRE RECYCLING PROGRAM (ALL WARDS)

WHEREAS, tires are collected from tire abatement projects and the Waste Tire Program, which includes the collection of illegally dumped tires, the collection of tires brought into the City's landfill by residents, and the collection of tires from City right-of-ways and City facilities; and

WHEREAS, the Mississippi Department of Environmental Quality offers a Waste Tire Grant on an as-needed basis; and

WHEREAS, the Solid Waste Division of the Public Works Department has need of funds to pay its contractor to recycle for alternative uses the waste tires it collects; and

WHEREAS, the Solid Waste Division of the Public Works Department recommends requesting a grant in the amount of \$100,000 from the Mississippi Department of Environmental Quality to enable it to continue recycling the tires it collects.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute any and all documents necessary apply for and administer a grant of \$100,000 from the Mississippi Department of Environmental Quality to fund the City's Waste Tire Recycling Program.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

March 15, 2023

	POINTS	COMMENTS			
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR AND ADMINISTER A GRANT FROM THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR FUNDING A WASTE TIRE RECYCLING PROGRAM (ALL WARDS)			
2.	Mayoral Priority Addressed O Public Safety O Economic Development O Housing O Infrastructure O Education	Public Safety			
3.	Public Policy Initiative O Youth & Education O Crime Prevention O Changes in City Government O Neighborhood Enhancement O Economic Development O Infrastructure and Transportation O Quality of Life	Neighborhood Enhancement and Quality of Life			
4.	Who/What will be affected & Benefits	The purpose of this grant is to finance the collection of waste tires from residents, City right-of-ways and open dumps.			
5.	o Contract o Project (Beginning date) (Completion date)	Existing Program			
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Citywide			
7.	Action initiated by: o Mayor=s Office o City Department o Consultant	The Department of Public Works, Solid Waste Division			
8.	COST	None			
9.	Source of Funding General Fund Enterprise X Grant Bond Other	Mississippi Department of Environmental Quality (MDEQ) in the amount of \$100,000			
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			

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207
779
Telephone: (601) 960-1799
Facsimile: (601) 960-1750

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR AND ADMINISTER A GRANT FROM THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR FUNDING A WASTE TIRE RECYCLING PROGRAM (ALL WARDS) is legally sufficient for placement in NOVUS Agenda.

Ferry Williamson, Legal Counsel

DATE

#12

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CONTRACT WITH ENVIRONMENTAL MANAGEMENT PLUS, INC. FOR ENVIRONMENTAL TESTING FOR RENOVATION IMPROVEMENT WORK AT FIRE STATIONS 6, 7, 10, 11, AND 23

WHEREAS, the City of Jackson entered into a contract with Environmental Management Plus, Inc., for hazardous material consulting services for renovation and improvement projects at five City Fire Stations; and

WHEREAS, after the contract was executed, the City expanded the scope of proposed improvements to Fire Station 6 requiring full testing for that station and removing Fire Stations 10 & 11 from the project due to construction cost considerations; and

WHEREAS, the change in scopes will reduce the contract amount from \$22,500.00 to \$17,500.00.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an amendment to the contract with Environmental Management Plus, Inc. for hazardous material consulting services to include sampling, testing, and reporting services at Fire Stations 6, 7, and 23 in an amount not to exceed \$17,500.00.

	POINTS	COMMENTS		
1.	Brief Description/Purpose	Contract amendment with Environmental Management Plus, Inc. for environmental testing work at certain fire stations		
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 5. Economic Development 7. Quality of Life		
3.	Who will be affected	Citizens and community served.		
4.	Benefits	Renovations and improvements at Fire Stations 6, 7, and 23		
5.	Schedule (beginning date)	Upon approval by the City Council		
6.	Location: WARD CITYWIDE (yes or no) (area)	Wards 3, 5 & 6 Fire Station 6 (W Capitol St at the Jackson Zoo) Fire Station 7 (4265 N State St) Fire Station 23 (2640 Raymond Rd)		
7.	Project limits if applicable Action implemented by: City Department	Department of Public Works / Engineering Division		
8.	Consultant COST	Reduction by \$5,000.00 New Contract Cost Not to Exceed \$22,500.00.		
9.	Source of Funding General Fund Grant Bond Other	CDBG 085 92110 6419 or 6823 \$22,500.00		
10.	EBO participation	ABE% WAIVER yes no N/A		



DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E.

City Engineer & Interim Director

Date: March 15, 2023

Subject: Agenda Item for City Council Meeting

Attached, you will find an agenda item to amend the contract with Environmental Management Plus, Inc regarding environmental testing necessary in advance of potential interior repairs and upgrades at certain fire stations. After the original contract was approved and signed, Public Works, Fire, and Planning reviewed the available CDBG budget versus the proposed scopes of work. It was determined that the scope for Fire Station #6 needed to be expanded from roof-only to interior work. Due to construction cost spikes that have occurred after funding was set aside, it was determined that the proposed work should focus on Fire Stations 6, 7, and 23 resulting in Stations 10 and 11 being removed from the proposed CDBG project.

As a condition of potential CDBG funding, the buildings must be inspected and tested for asbestos, lead -based paint, and related materials. The quote from Environmental Management Plus based on the revised scope of work was \$17,500.00, a reduction of \$5,000.00. It is the recommendation of this office that this item be approved. If you have any questions, please call m.

455 East Capitol Street Post Office Box 2779 Jackson, Mississippi 39207-2775 Telephone: (601) 960-1756 Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CONTRACT WITH ENVIRONMENTAL MANAGEMENT PLUS, INC. FOR ENVIRONMENTAL TESTING FOR RENOVATION AND IMPROVEMENT WORK AT FIRE STATIONS 6, 7, 10, 11, AND 23 is legally sufficient for placement in NOVUS Agenda.

Terry Williamson, Legal Counsel

DATE



February 16, 2023

Mr. Lloyd Keller, AIA, Architectural Engineer Public Works Department City of Jackson P. O. Box 17 Jackson, MS 39205

RE: Hazardous Materials Inspection Proposal; Various Fire Stations

Dear Mr. Keller:

Thank you for inviting Environmental Management Plus, Inc. to submit a proposal to perform the above referenced hazardous material consulting services. Please find below a Scope and Cost Proposal:

PHASE I - INSPECTION SERVICES:

Perform Asbestos Survey

- 1. Preliminary walk-through and inspection of interior and exterior of the building for the purpose of locating and documenting suspect ACM's
- Development and implementation of a sampling scheme for all suspect ACM's. Location of samples can be obtained from the report.
- 3. Performance of quality-assured analysis of the bulk samples obtained during the inspection, using polarized light microscopy (PLM).
- 4. Preparation and submission of the report.

ASBESTOS INSPECTION COST:

Fire Station #6 101 Livingston Rd. \$2,950.00 Fire Station #7 4365 N. State St. \$2,450.00 Fire Station #23 (Mezzanine) 2640 Raymond Rd. \$2,450.00

NOTE: 1. Owner to provide roof access.

Perform Lead-Based Paint (LBP) Survey

- 1. Perform a comprehensive LBP survey including inspection, sampling, testing services and recommendations.
- 2. Provide a comprehensive report that outlines findings.
- 3. Preparation and submission of the report.

LEAD-BASED PAINT INSPECTION COST:

Fire Station #6
Fire Station #7
Fire Station #23 (Mezzanine)

101 Livingston Rd. \$2,950.00 4365 N. State St. \$2,450.00 2640 Raymond Rd. \$2,450.00

ulling Address: P.O. Box 9361 | Jackson, MS 39286-9361

Office Address: 6520 Dogwood View Parkway; Suite B | Jackson, MS 39213-9361

Office: (601) 922-1919

NOTE: 1. Owner to provide roof access.

If there are any questions, please do not hesitate to give me a call at (601) 922-1919 o	r
email <u>alfred@envmgntplus.com</u>	

Sincerely,	
Alfred Martin, Jr., Ph.D. Senior Project Manager	
AUTHORIZED BY:	DATE:

#13

ORDER AMENDING THE FISCAL YEAR 2023 BUDGET OF THE CITY OF JACKSON DEPARTMENT OF PUBLIC WORKS

WHEREAS, certain unbudgeted needs and allocations have arisen since the adotted the Fiscal Year 2023 City of Jackson budget for the Department of Public Works; and

WHEREAS, the Fiscal Year 2023 City of Jackson budget should be amended to provide funding for the West Bank Interceptor Flow Monitoring Contract with CSL and the Billing Meter Contract with CSL; and

WHEREAS, the following accounts should be amended as follows:

From Account	To Account	Amount
031 52030 6115	031 52210 6419	\$ 21,390.00
031 52280 6115	031 52210 6419	\$ 100,000.00
174 94400 6115	174 94400 6419	\$ 35,000.00
174 94400 6317	174 94400 6419	\$ 6,000.00
175 94510 6115	175 94510 6419	\$ 5,000.00
175 94510 6299	175 94510 6419	\$ 5,000.00
175 94510 6847	175 94510 6419	\$ 5,000.00

NOW, IT IS THEREFORE ORDERED that the Fiscal Year 2022-2023 budget be revised for the Department of Public Works:

From Account	To Account	Amount
031 52030 6115	031 52210 6419	\$ 21,390.00
031 52280 6115	031 52210 6419	\$ 100,000.00
174 94400 6115	174 94400 6419	\$ 35,000.00
174 94400 6317	174 94400 6419	\$ 6,000.00
175 94510 6115	175 94510 6419	\$ 5,000.00
175 94510 6299	175 94510 6419	\$ 5,000.00
175 94510 6847	175 94510 6419	\$ 5,000.00

Agenda Item No. 13 March 21, 2023 (R.lee, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET March 15, 2023

POINTS		COMMENTS		
1.	Brief Description/Purpose	ORDER AMENDING THE FISCAL YEAR 2023 BUDGET OF THE CITY OF JACKSON 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	6. Infrastructure and Transportation 7. Quality of Life		
3.	Who will be affected	City of Jackson sewer system customers		
4.	Benefits	Reallocate funds for flow monitoring contracts		
5.	Schedule (beginning date)			
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	City Wide		
7.	Action implemented by: City Department Consultant	Department of Public Works		
8.	COST	\$177,390.00		
9.	Source of Funding General Fund Grant Bond Other	Fund 31, 174, and 175		
10.	EBO participation	ABE		



DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E.

City Engineer & Interim Director

Date: March 15, 2023

Subject: Agenda Item for City Council Meeting

Attached, you will find an agenda item requesting revisions to 2022-2023 budget for the Department of Public Works. Public Works needs to revise parts of the budget in Fund 31 (Water Sewer Enterprise Fund), 174 (Madison County Sewer Fund), and 175 (Ridgeland West Sewer) to fund two flow monitoring contracts used to bill regional sewer customers (Madison County, Ridgeland West, BASF, and Premium Waters) and provide necessary flow monitoring data on the West Bank Interceptor. Funds 174 and 175 are revenues and expenses from the two sewer authorities based in Madison County. These funds will move from current line items across categories to Other Professional Services. In Fund 31, unused redistributed salaries will be moved to Other Professional Services

It is the recommendation of this office that this item be approved. If you have any questions, please call me.

Office of the City Attorney

455 East Capitol Street Post Office Box 2779 Jackson, Mississippi 39207-2779 Telephone: (601) 960-1759 Facsimile: (601) 960-1755

OFFICE OF THE CITY ATTORNEY

This ORDER AMENDING THE FISCAL YEAR 2023 BUDGET OF THE CITY OF JACKSON DEPARTMENT OF PUBLIC WORKS is legally sufficient for placement in NOVUS Agenda.

Terry Williamson, Legal Counsel

March 16, 2023

#14

ORDER AUTHORIZING THE MAYOR TO EXECUTE SUBAWARD AGREEMENTS WITH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANTS

WHEREAS, on September 22, 2022, the City Council authorized the submission of applications to the Mississippi Department of Environmental Quality for grants under the Mississippi Municipality & County Water Infrastructure (MMCWI) Grant Program; and

WHEREAS, the Mississippi Department of Environmental Quality awarded the City grants for all the applications it submitted; and

WHEREAS, due to the entry of the Interim Stipulated Order and its terms, the Interim Third-Party Manager appointed under that Order is responsible for administering several of the projects that received a grant award and will be responsible for signing the Subward Agreements associated with those grant awards; and

WHEREAS, the City remains responsible for managing two of the projects that were award grants under the MMCWI Grant Program because they are projects involving the City's sewer system; and

WHEREAS, the Mayor is required to sign a Subaward Agreement with the Mississippi Department of Environmental Quality for the West Bank Interceptor Sewer Line Repair and Rehabilitation Project and the Mill St Sewer Basin Reconstruction in order for the City to receive the matching fund grant for each project; and

WHEREAS, the Department of Public Works recommends entering into the two Subaward Agreements.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Subward Agreement for a MMCWI grant with the Mississippi Department of Environmental Quality for the West Bank Interceptor Sewer Line Repair and Rehabilitation Project and to sign all documents necessary to administer the Subaward Agreement on behalf of the City.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a Subward Agreement for a MMCWI grant with the Mississippi Department of Environmental Quality for the Mill St Sewer Basin Reconstruction and to sign all documents necessary to administer the Subaward Agreement on behalf of the City.

Agenda Item No. 14 March 21, 2023 (R.lee, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET March 16, 2023 DATE

POINTS		COMMENTS			
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE SUBAWARD AGREEMENTS WITH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANTS			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5., 6., and 7.			
3.	Who will be affected	Person recreating on the Pearl River and persons with the vicinity of the sewer line break causing an ongoing SSO on Mill Street			
4.	Benefits	Provides a 50% match for the construction cost of the projects and 50% match up to 4% of the project cost for professional design services			
5.	Schedule (beginning date)	Upon Council approval			
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Mill Street and segments of the West Bank Interceptor			
7.	Action implemented by: City Department Consultant	Department of Public Works, Water-Sewer Utility			
8.	COST	Construction and design paid by City funds will be \$ 4,806,998 for Mill St. Construction and design paid by City funds will be \$ 4,021,514 for WBI			
9.	Source of Funding General Fund Grant Bond Other	ARPA Funds			
10.	EBO participation	ABE			



DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E.

City Engineer & Interim Director

Date: March 16, 2023

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute two Subaward Agreements with MDEQ for the two sewer projects that received an MMCWI ARPA matching grant.

The West Bank Interceptor Repair and Rehabilitation Project is a continuation of the repairs and rehabilitation the City has been doing under the terms of its Clean Water Act Consent Decree.

The Mill St Sewer Basin Reconstruction will address an ongoing SSO along a portion of Mill Street that has affected residents and business in this area. This is an expensive, complex project because the collapsed sewer line runs beneath the CNN rail yard. Without these additional ARPA matching funds, the project would have been difficult to complete.

It is my recommendation that this item be approved. Please call me if you have any questions.

455 East Capitot Successive Post Office Box 770
Jackson, Mississippi 19207 179
Telephone: (601) 960-175

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE SUBAWARD AGREEMENTS WITH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANTS is legally sufficient for placement in NOVUS Agenda.

Terry Williamson, Legal Counsel

DATE/

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT

STATE OF MISSISSIPPI COUNTY OF HINDS

MDEQ AGREEMENT NO. 474-1-CW-5.5

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this "Agreement") between the Mississippi Department of Environmental Quality ("MDEQ"), a Pass-through entity as defined in 2 C.F.R. § 200.1, and the City of Jackson, UEI Number: GNNPTMPBPYM8 (hereinafter "SUBRECIPIENT" and together with MDEQ, the "Parties", and each, a "Party") to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure ("MCWI") Grant Program (the "Program") as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the MCWI Grant Program Act of 2022, Mississippi Senate Bill 2822, 2022 Regular Session (April 26, 2022), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 ("ARPA"), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022).

2. **PROJECT**

Under this Agreement and in accordance with Mississippi House Bill 1031, 2022 Regular Session (April 18, 2022) (hereinafter, House Bill 1031), MDEQ agrees to transfer funds to the Mississippi Department of Finance and Administration ("DFA") to disburse to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT's implementation of the project entitled "Mill St Sewer Basin Reconstruction" (the "Project").

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT's existing wastewater infrastructure. The Project is not for Research and Development.

4. **SCOPE OF WORK**

SUBRECIPIENT shall perform the tasks as described and identified in Attachment "A", Scope of Work (the "Work").

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury's regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ and DFA immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. CONSIDERATION AND PAYMENT

- A. Project Cost. The total Project cost shall not exceed \$9,363,040.00 with said amount broken down as follows:
 - i. MCWI Grant Funds shall not exceed \$4,556,042.00;
 - ii. The Local Fiscal Recovery Funds ("LFRF") received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed \$4,556,042.00;
 - iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality ("Transferred LFRF") shall not exceed \$0.00;
 - iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match ("Other Funds") shall not exceed \$250,956.00.
- B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed \$374,521.60. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. Consideration. As consideration for the performance of the tasks included in this Agreement and in accordance with House Bill 1031, MDEQ agrees to transfer funds to DFA to reimburse SUBRECIPIENT an amount not to exceed Four Million Five Hundred Fifty-Six Thousand Forty-Two Dollars and Zero Cents (\$4,556,042.00) (the "Maximum Amount").

MDEQ is under no obligation to transfer funds to DFA for payment to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT's expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

- D. Payment. Subject to available funding, as set forth in the terms and conditions of this Agreement and in accordance with House Bill 1031, MDEQ shall transfer funds to DFA to pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ's receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.
 - Request for Payment. SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, "Reimbursement Requests"), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at https://www.mswaterinfrastructure.com. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement

Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

- 1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.
- 2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement;
- 3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.
- 4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures
- 5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.
- 6. MDEQ reserves the right to refuse to approve and recommend transfer to DFA for all or any part of the funds requested in SUBRECIPIENT's Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.
- ii. *Indirect Cost Rate*. Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

- E. Limitations on Expenditures. In accordance with House Bill 1031, MDEQ shall transfer funds to DFA to reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.
- F. Improper Payments. Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are transferred to DFA and paid to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. Clawback. If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. AMENDMENTS OR MODIFICATION

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

REPORTING PERIOD	DEADLINE
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. FAILURE TO TIMELY PERFORM

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. **FINAL PAYMENT AND REPORT**

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will transfer funds to DFA in accordance with House Bill 1031 and recommend payment of SUBRECIPIENT's final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ and DFA, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from DFA will constitute an agreement by SUBRECIPIENT to release and forever discharge both MDEQ and DFA, their agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection

with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment "B" and incorporated herein in its entirety.

13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments "A" and

"C" attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

- A. Authorizing Statutes. Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and Mississippi Senate Bill 2822, entitled the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022, Regular Session 2022 (April 26, 2022).
- B. Implementing Regulations. Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled "Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program."
- C. Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.¹
- D. Licenses, Certifications, Permits, Accreditation. SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. 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 federal government to provide funds or of the State of Mississippi 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 MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to

¹ https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf.

MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. REPRESENTATION REGARDING CONTINGENT FEES

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

17. REPRESENTATION REGARDING GRATUITIES

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. UNIFORM ADMINISTRATIVE REQUIREMENTS

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 ("UG"), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview" found at https://www.mswaterinfrastructue.com.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is

SUBRECIPIENT's responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. SUBAWARDS

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. <u>COMPLIANCE WITH LAWS</u>

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under Mississippi Senate Bill 2822 of the 2022 Legislative Session.³

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under by the Regulations promulgated by MDEQ.⁴

21. STOP WORK ORDER

A. Order to Stop Work: MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part

² https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf

https://mswaterinfrastructure.com/wp-content/uploads/2022/06/Mississippi-Senate-Bill-2822.pdf

⁴ https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Regulations-Final.pdf

of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEO shall either:

- i. cancel the stop work order or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.
- B. Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:
 - i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
 - ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.
- C. Termination of Stopped Work: If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to comply with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. INTERVENTIONS

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT's performance or compliance deficiency will determine the degree

of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT's performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, et seq. The term "employee" as used herein means any person that is hired to perform work within the State. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. TRANSPARENCY

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Miss. Code Ann. §§ 25-61-1 et seq. and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Agreement website Administration's independent agency for public https://www.transparency.mississippi.gov. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT's choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. Termination For Convenience.

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give

written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. Termination For Default.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. Termination Upon Bankruptcy.

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. ANTI-ASSIGNMENT/CONTRACTING

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

- A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;
- C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and,
- E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. FAILURE TO ENFORCE

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. INDEMNIFICATION

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 et seq., including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. SUBRECIPIENT STATUS

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. INSURANCE

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. ENTIRE AGREEMENT

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. RECORD RETENTION AND ACCESS TO RECORDS

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

- A. SUBRECIPIENT has provided <u>all</u> of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and

corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. RIGHT TO AUDIT

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. RIGHT TO INSPECT WORK; ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. THIRD PARTY ACTION NOTIFICATION

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

- A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.
- B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.
- C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ https://www.mswaterinfrastructure.com web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."
- D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.
- E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.
- F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.
- G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. WAIVER

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. COMPLIANCE WITH MISS. CODE ANN. § 31-5-37

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to

submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist

in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. VENUE

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ: Attention: MCWI Contract Administration

515 East Amite Street

P.O. Box 2249 Jackson, MS 39201

E-mail: MCWI@mdeq.ms.gov

If to SUBRECIPIENT: Attention: Robert Lee

219 S President St Jackson, MS 39201 Phone: (601) 960-1651

E-mail: rlee@jacksonms.gov

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

Chris Wells Executive Director Date CITY OF JACKSON Mayor Chokwe Antar Lumumba Signature of Authorized Representative Chokwe Antar Lumumba Printed Name Title Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Mill St Sewer Basin Reconstruction

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project includes the construction of a new sanitary sewer line under Mill Street to replace the line running under the rail yard parallel to the railroad tracks. Additional sewer lines will be replaced or repaired related to the relocation.

The general Scope of Work to be performed by the SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

- (1) SUBRECIPIENT agrees to the following schedule.
 - a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ https://www.mswaterinfrastructure.com web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
 - b. On or about May 1, 2024, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
 - c. On or about May 15, 2024, advertise each construction contract for bids;
 - d. On or about <u>July 1, 2024</u>, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

- e. No later than August 30, 2024, execute construction contracts;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone.
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone.
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone.
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- 1. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.
- (2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.
- (3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Reimbursement Portal at https://www.mswaterinfrastructure.com.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

- 1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
- 2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
- 3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
- 4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
- SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

- A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,
- E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision <u>only if</u> all of the following conditions are satisfied:

- A. Contracted Party has provided <u>all</u> of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ:
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT

STATE OF MISSISSIPPI COUNTY OF HINDS

MDEQ AGREEMENT NO. 477-1-CW-5.5

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this "Agreement") between the Mississippi Department of Environmental Quality ("MDEQ"), a Pass-through entity as defined in 2 C.F.R. § 200.1, and the City of Jackson, UEI Number: GNNPTMPBPYM8 (hereinafter "SUBRECIPIENT" and together with MDEQ, the "Parties", and each, a "Party") to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure ("MCWI") Grant Program (the "Program") as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the MCWI Grant Program Act of 2022, Mississippi Senate Bill 2822, 2022 Regular Session (April 26, 2022), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 ("ARPA"), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022).

2. PROJECT

Under this Agreement and in accordance with Mississippi House Bill 1031, 2022 Regular Session (April 18, 2022) (hereinafter, House Bill 1031), MDEQ agrees to transfer funds to the Mississippi Department of Finance and Administration ("DFA") to disburse to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT's implementation of the project entitled "West Bank Interceptor Sewer Line Repair and Rehabilitation Project" (the "Project").

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT's existing wastewater infrastructure. The Project is not for Research and Development.

4. **SCOPE OF WORK**

SUBRECIPIENT shall perform the tasks as described and identified in Attachment "A", Scope of Work (the "Work").

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury's regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ and DFA immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. CONSIDERATION AND PAYMENT

- A. Project Cost. The total Project cost shall not exceed \$7,959,812.00, with said amount broken down as follows:
 - i. MCWI Grant Funds shall not exceed \$3,938,298.00;
 - ii. The Local Fiscal Recovery Funds ("LFRF") received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed \$3,938,298.00;
 - iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality ("Transferred LFRF") shall not exceed \$0.00;
 - iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match ("Other Funds") shall not exceed \$83,216.00.
- B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed \$318,392.48. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. Consideration. As consideration for the performance of the tasks included in this Agreement and in accordance with House Bill 1031, MDEQ agrees to transfer funds to DFA to reimburse SUBRECIPIENT an amount not to exceed **Three Million Nine Hundred Thirty-Eight Thousand Two Hundred Ninety-Eight Dollars and Zero Cents** (\$3,938,298.00) (the "Maximum Amount").

MDEQ is under no obligation to transfer funds to DFA for payment to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 et al. Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT's expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

- D. Payment. Subject to available funding, as set forth in the terms and conditions of this Agreement and in accordance with House Bill 1031, MDEQ shall transfer funds to DFA to pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ's receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.
 - Request for Payment. SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, Requests"), unless otherwise directed by MDEQ. "Reimbursement SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at https://www.mswaterinfrastructure.com. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement

Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

- 1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.
- 2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement;
- 3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.
- 4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures
- 5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.
- 6. MDEQ reserves the right to refuse to approve and recommend transfer to DFA for all or any part of the funds requested in SUBRECIPIENT's Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.
- ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

- E. Limitations on Expenditures. In accordance with House Bill 1031, MDEQ shall transfer funds to DFA to reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.
- F. Improper Payments. Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are transferred to DFA and paid to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. Clawback. If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. AMENDMENTS OR MODIFICATION

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

REPORTING PERIOD	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. FAILURE TO TIMELY PERFORM

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will transfer funds to DFA in accordance with House Bill 1031 and recommend payment of SUBRECIPIENT's final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ and DFA, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from DFA will constitute an agreement by SUBRECIPIENT to release and forever discharge both MDEQ and DFA, their agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection

with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment "B" and incorporated herein in its entirety.

13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments "A" and

"C" attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

- A. Authorizing Statutes. Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and Mississippi Senate Bill 2822, entitled the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022, Regular Session 2022 (April 26, 2022).
- B. Implementing Regulations. Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled "Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program."
- C. Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.¹
- D. Licenses, Certifications, Permits, Accreditation. SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. 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 federal government to provide funds or of the State of Mississippi 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 MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to

¹ https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf.

MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. REPRESENTATION REGARDING CONTINGENT FEES

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

17. REPRESENTATION REGARDING GRATUITIES

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. UNIFORM ADMINISTRATIVE REQUIREMENTS

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 ("UG"), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview" found at https://www.mswaterinfrastructue.com.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is

SUBRECIPIENT's responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. SUBAWARDS

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under Mississippi Senate Bill 2822 of the 2022 Legislative Session.³

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under by the Regulations promulgated by MDEQ.⁴

21. STOP WORK ORDER

A. Order to Stop Work: MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part

² https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf

³ https://mswaterinfrastructure.com/wp-content/uploads/2022/06/Mississippi-Senate-Bill-2822.pdf

⁴ https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Regulations-Final.pdf

of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.
- B. Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:
 - i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
 - ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.
- C. Termination of Stopped Work: If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. E-PAYMENT

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to comply with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. INTERVENTIONS

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT's performance or compliance deficiency will determine the degree

of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT's performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. E-VERIFICATION

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, et seq. The term "employee" as used herein means any person that is hired to perform work within the State. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. TRANSPARENCY

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Miss. Code Ann. §§ 25-61-1 et seq. and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration's independent agency Agreement website for public access at https://www.transparency.mississippi.gov. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. PAYMODE

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT's choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. Termination For Convenience.

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give

written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. Termination For Default.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. Termination Upon Bankruptcy.

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. DISPUTES

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. § 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. ANTI-ASSIGNMENT/CONTRACTING

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. DEBARMENT AND SUSPENSION

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

- A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;
- C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and,
- E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. FAILURE TO ENFORCE

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. INDEMNIFICATION

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 et seq., including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. SUBRECIPIENT STATUS

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. ENTIRE AGREEMENT

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. RECORD RETENTION AND ACCESS TO RECORDS

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

- A. SUBRECIPIENT has provided <u>all</u> of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and

corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. RIGHT TO AUDIT

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. RIGHT TO INSPECT WORK; ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. THIRD PARTY ACTION NOTIFICATION

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

- A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.
- B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.
- C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ https://www.mswaterinfrastructure.com web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."
- D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.
- E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.
- F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.
- G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. WAIVER

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. COMPLIANCE WITH MISS. CODE ANN. § 31-5-37

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to

submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist

in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. VENUE

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. NOTICES

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ: Attention: MCWI Contract Administration

515 East Amite Street

P.O. Box 2249 Jackson, MS 39201

E-mail: MCWI@mdeq.ms.gov

If to SUBRECIPIENT: Attention:

Robert Lee

219 S President Street Jackson, MS 39201 Phone: (601) 960-1651

E-mail: rlee@jacksonms.gov

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRO	ONMENTAL QUALITY
Chris Wells	_
Executive Director	
Date	
CITY OF JACKSON	
Mayor Chokwe Antar Lumumba Signature of Authorized Representative	
Chokwe Antar Lumumba Printed Name	
Title	
Date	

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

West Bank Interceptor Sewer Line Repair and Rehabilitation Project

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project includes the rehabilitation of sections of the West Bank Interceptor Sewer Line.

The general Scope of Work to be performed by the SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

- (1) SUBRECIPIENT agrees to the following schedule.
 - a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ https://www.mswaterinfrastructure.com web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
 - b. On or about May 1, 2024, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
 - c. On or about May 15, 2024, advertise each construction contract for bids;
 - d. On or about <u>July 1, 2024</u>, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;
 - e. No later than August 30, 2024, execute construction contract;

- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone.
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone.
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone.
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- 1. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.
- (2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.
- (3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Reimbursement Portal at https://www.mswaterinfrastructure.com.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

- 1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
- SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
- 3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
- 4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
- 5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

- A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,
- E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. **RELATIONSHIP STATUS**

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided <u>all</u> of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

#15

ORDER RATIFYING CONTRACTS RELATED TO THE EMERGENCY REPAIRS TO THALIA MARA HALL AND THE ARTS CENTER OF MISSISSIPPI IN PREPARATION FOR THE U.S.A. INTERNATIONAL BALLET COMPETITION

WHEREAS, the City of Jackson Department of Public Works and Department of Human and Cultural Services are currently in the process of preparing Thalia Mara Hall and the Arts Center of Mississippi for the USA International Ballet Competition ("USA IBC"); and

WHEREAS, the USA IBC is a two-week Olympic-style competition for top young dancers from all over the world, which occurs every four (4) years in the City of Jackson and is scheduled to take place June 10, 2023 through June 24, 2023; and

WHEREAS, the 2018 USA IBC was attended by more than 44,000 people generating a combined economic impact of \$12.5 million for the City of Jackson and the State of Mississippi; and

WHEREAS, the USA IBC is scheduled to begin June 10, 2023 and there are necessary repairs which must take place at both Thalia Mara and the Arts Center of Mississippi prior to June 10, 2023; and

WHEREAS, the City of Jackson previously contracted with Cooke Douglass Farr Lemons ("CDFL") to produce a scope of work for Thalia Mara Hall; and

WHEREAS, the City recently contracted Canizaro Cawthon Davis, A Professional Association to produce a scope of work for the Arts Center of Mississippi, which scope is to include an update to the existing public restrooms to bring them into compliance with the ADA due to performance issues with Construction Specialists, LLC, which recently caused the City to terminate that construction agreement; and

WHEREAS, the City has authorized a contract with Benchmark Construction Corporation, whose principal office address is 1867 Crane Ridge Drive #200A, Jackson, MS 39216, to provide general contractor services to assist the City of Jackson with completing the proposed scope of work for Thalia Mara Hall by June 1, 2023; and

WHEREAS, pursuant to Miss. Code Ann. § 31-7-13(k), due to the threat of economic loss based on the restricted time period, limitations of available equipment, materials and delivery schedules, and to protect and preserve the facilities, the City of Jackson invoked the emergency procurement procedure for the intended repairs to Thalia Mara and the Arts Center, a copy of which is attached hereto; and

WHEREAS, pursuant to the emergency procurement process, the following proposals have been accepted for work or materials, which constitute a contract for the work, a copy of said contracts being attached to this Order and made a part of the minutes of this meeting:

Agenda Item No. 15 March 21, 2023 (R.lee, Lumumba)

Vendor J.L. Roberts Mechanical, LLC	Services/Materials 1) Stub out of mechanical pump rooms (qty of 2) with two-3/4" water pipes with valves for irrigation contractor to connect to 2) Furnish/install 1 hose bibb in each of two mechanical pump rooms; 3) Demo/cap existing pipes in fountains; 4) Repair wall hydrant	Amount \$4,650.00
Elite Paint LLC Larry C. Reeves, Contracting	1) UConcrete ceiling (1st floor); 2) Bridge; 3) Canopies; 4) Brick touchup; 5) 2 pools; 6) Concrete handrail holders 1) Demo sidewalk between steps; 2) Pour Curb for landscaping; 3) Pour sidewalk	\$65,854.00
	Between steps	\$16,350.00
Adco Electric, Inc.	Balcony LED Retrofit trial run	\$10,580.00
Acoustics, Inc.	1) Replace damaged/stained ceiling tiles per walk-thru 3/9/2023; 2) Front area all three floors; 2) Backstage area 1 st & 2 nd floor (no work in basement)	\$20,725.00
Benchmark Construction Corporation	Purchase 8 Aqua Marine floating fountains	\$9,196.00
Capitol Hardware Company, Inc.	(2) New KD HM Frames Primed; (2) New Premachined paint grade wood doors-Field finishing by others; (2) New sets hardware; (1) Lot door & hardware installation—Frame Installation by others; (4) New galv. HM doors primed; (4) new sets finish hardware; 1 lot door & hardware installation; (2) New galv. HM Doors primed; (2) New galv. HM transom panels Primed; (2) New sets finish hardware; (1) Lot door & hardware installation; (1) Lot cylinders only for Existing exterior alum. doors; (1) Lot installation for cylinders only; (1) New KD HM Frame Prime (1) New premachined paint grade wood door—field finishing by others; (1) New set finished hardware; (1) Lot door & hardware installation—frame installation by others; (1) New premachined paint grade door—field finishing by others; (1) New set finish hardware; (1) Lot door & hardware installation	r :d; d-
CraftCroswell	1) Demo existing auditorium carpet and install new carpet and edging; 2) Demo existing audi- torium base on outside walls and install new;	

- 3) Patch and repair ceramic tile in one bathroom;
- 4)clean existing carpet at 2 lobbies; 5) Patch VCT up to 44 sqft; 6) Repair back stair threads;
- 7) Furnish and install LVT and rubber in dressing rooms and corridor

\$122,197.00

Garry Graves' Landscapes Incorporated

- 1) REMOVAL AND DISPOSAL OF ALL EXISTING PLANT MATERIAL AROUND BOTH FOUNTAIN AREAS AND IN ALL AREAS COVERED IN THIS PROPOSAL.
- 2) TOPSOIL INSTALLED AS NEEDED TO SMOOTH AND REPAIR THE ABOVE DEMOLITION.
- 3) SPRAY ALL PROPOSED 600 AREAS WITH ROUNDUP PRIOR TO 600 INSTALLATION
- 4) FINE GRADING/SOIL PREPARATION OF ALL AREAS TO RECEIVE SOD
- 5) APPLICATION OF I 3-1 3-13 PRIOR TO INSTALLATION OF SOD
- 6) INSTALLATION OF NUMBER 1 GRADE CENTIPEDE SOD IN ALL AREAS AROUND BOTH FOUNTAINS (FROM SIDEWALK IN FRONT TO FOUNTAIN AND TO EAST/WEST WALK ON EAST SIDE AND UP TO THE CROSSWALK ON THE WEST SIDE OF THE BUILDING.
- 7) PLANTING OF FOUR PROPOSED AREAS (SEE ATTACHED SKETCH) INC LUDING THE FOL.LOWING:

1700 SQUARE FEET OF BED PREP INCLUDING SOIL CONDITIONER, FERTILIZER, TILL, RAKE, PLANT, MULCH, CLEAN UP.

10 LIBERTY H OLLY 15 GALLON

24 INDICA AZALEA 7 GALLON

290 GREEN LIRIOPE 1 GALLON

40 PARSON JUNIPER 3 GALLON

6 CY SOIL MIX

16 CY HARDWOOD MULCH

OWNER MAY CHOOSE TO PLANT ALL AREAS WITH GREEN LIRIOPE IN LIEU OF PLANTS

SHOWN ABOVE. PRICE CAN BE ADJUSTED ACCORDINGLY.

IRRIGATION INCLUDING THE FOL.LOWING:

30 ROTOR SPRINKLER HEADS

25 SPRAY HEADS

7 ZONES

- 1 ELECTRIC CONTROLLER
- 2 BATTERY POWERED CONTROLLERS
- **3 BORES AS REQUIRED**

CONNECTION TO EXISTING WATER SOURCE

ALL RELATED LABOR AND MATERIALS

\$62,204.00

U.S. Coating Specialities & Supplies

Remove failed topping from steps approximately ½" thick and replace with Flexkrete TM 102 slope from ½" thick to end of step 1 foot wide to prevent water from setting on step approximately 1,300 sq. ft.

\$21,184.00

Total of all work and materials

\$373,292.00

IT IS, THEREFORE, ORDERED that the contracts for work listed in the proposals listed above at the amounts stated are hereby ratify.

PROCUREMENT PROCEDURE

I. REQUEST

The City of Jackson Department of Public Works and Department of Human and Cultural Services are currently in the process of preparing Thalia Mara Hall and the Arts Center of Mississippi for the USA International Ballet Competition ("USA IBC"). The USA IBC is a two-week Olympic-style competition for top young dancers from all over the world, which occurs every four (4) years in the City of Jackson and is scheduled to take place June 10, 2023 through June 24, 2023. The 2018 USA IBC was attended by more than 44,000 people generating a combined economic impact of \$12.5 million for the City of Jackson and the State of Mississippi.

The USA IBC is scheduled to begin June 10, 2023 and there are necessary repairs which must take place at both Thalia Mara and the Arts Center of Mississippi prior to June 10, 2023. The City of Jackson previously contracted with Cooke Douglass Farr Lemons ("CDFL") to produce a scope of work for Thalia Mara Hall. The City recently retained Canizaro Cawthon Davis, A Professional Association to produce a scope of work for the Arts Center of Mississippi, which scope is to include an update to the existing public restrooms to bring them into compliance with the ADA due to performance issues with Construction Specialists, LLC, which recently caused the City to terminate that construction agreement.

Today, the City authorized a contract with Benchmark Construction Corporation, whose principal office address is 1867 Crane Ridge Drive #200A, Jackson, MS 39216, to provide general contractor services to assist the City of Jackson with completing the proposed scope of work for Thalia Mara Hall by June 1, 2023.

Without the completion of the repairs, the City will be greatly hampered in its effort to host the USA IBC. Hosting the event without these repairs will reflect badly on the City of Jackson, could damage the City's efforts to host USA IBC in the future, and could result in a significant economic loss to the City.

As a result, I am requesting the procurement of the construction services and materials necessary to make the repairs and renovations to Thalia Mara Hall and the Arts Center of Mississippi identified by the two architectural firms and Benchmark Construction Corporation.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize contracts for the construction services and materials necessary to make the repairs and renovations to Thalia Mara Hall and the Arts Center of Mississippi identified by the two architectural firms and Benchmark Construction Corporation, pursuant to Section 31-7-13 (j) of the Mississippi Code Annotated of 1972, as amended.

Page 2 January 30, 2023

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

Robert Lee, P.E.

City Engineer and Interim Director

ATE

II. REVIEWED AND APPROVED

Torri Martin
City Attorney

Louis Wright

Chief Administrative Officer

Fidelis Malembeka Chief Financial Officer 3 9 23 DATE

DATE

DATE

III. DECLARATION OF EMERGENCY

I hereby determine that present physical condition of the City of Jackson Arts Center constitutes an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that contracts for the construction services and materials necessary to make the repairs and renovations identified by the two architectural firms and Benchmark Construction Corporation are authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

Accordingly, this request is approved, effective February 28, 2023.

CHOKWE A. LUMUMBA

Mayor

DATE

Department of Public Works



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Chokwe Antar Lummba
Mayor of the City of Jackson

MEMORANDUM

TO:

Robert Lee, City Engineer and Interim Director of the Department of Public Works

FROM:

Terry S. Williamson, Legal Counsel

RE:

Repairs to City Facilities Necessary to Hosting the USA International Ballet Competition

DATE:

February 28, 2023

The City of Jackson Department of Public Works and Department of Human and Cultural Services are currently in the process of preparing Thalia Mara Hall and the Arts Center of Mississippi for the USA International Ballet Competition ("USA IBC"). The USA IBC is a two-week Olympic-style competition for top young dancers from all over the world, which occurs every four (4) years in the City of Jackson and is scheduled to take place June 10, 2023 through June 24, 2023. The 2018 USA IBC was attended by more than 44,000 people generating a combined economic impact of \$12.5 million for the City of Jackson and the State of Mississippi.

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Please let me know if you have any questions.



March 10, 2023

Catoria P. Martin City Attorney City of Jackson, MS Post Office Box 2779 Jackson, MS 39207

Re: Thalia Mara Hall, exterior plumbing

Dear Ms. Martin:

Please find attached a proposal from J.L. Roberts Mechanical in the amount of \$4,650.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

David Marsh,

President

Accepted by:





COMPANY	BENCHMARK CONSTRUCTION	DATE	March 10, 2023
CONTACT	DAVID MARSH	CR#	13941-MC
PROJECT	THALIA MARA FOUNTAIN		

SCOPE OF WORK

Plumbing

- Stub out of mechanical pump rooms (qty of 2) with two ¾" water pipes with valves for irrigation contractor to connect to.
- Furnish/install 1 hose bibb in each of two mechanical pump rooms.
- Demo/Cap existing pipes in fountain
- Repair wall hydrant

Not Included

Tax, bond, dumpster, fire protection, site utility work, electrical, roofing, structural supports, painting, patching of walls, floors, ceiling. Concrete equipment/housekeeping pads, pumps,

PRICING

BASE BID PRICE:	\$4,650.00

ACCEPTANCE

This proposal may be withdrawn by J.L. Roberts Mechanical if not	David Graves	
accepted within 30 days.	J.L. Roberts Mechanical Authorized Representative	
PROPOSAL ACCEPTANCE The above prices, specifications and		
conditions are satisfactory and are hereby accepted. J.L. Roberts		
Mechanical is authorized to perform the work as specified. Payment		
will be made as outlined in the contract documents.		



March 10, 2023

Catoria P. Martin City Attorney City of Jackson, MS Post Office Box 2779 Jackson, MS 39207

Re: Thalia Mara Hall, exterior painting and fountains

Dear Ms. Martin:

Please find attached a proposal from Elite Paint in the amount of \$65,854.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

David Marsh.

President

Accepted by:



ELITE PAINT LLC 156 Greenfield Ridge Dr. Brandon, Ms, 39042 josef@elitepaintllc.com Cell 601-717-2976

Date

Mar/10/23

Estimate

#022

TO: BENCHMARK CONSTRUCTION

1867 Crane Ridge Drive Suite 200-A Jackson, MS 39216

Project: Thalia Mara Hall

Address: 255 E Pascagoula St.

Jackson, MS 39201

UConcrete ceiling (1st floor)

Bridge

Canopies

Brick touchup

2 pools

Concrete handrail holders

Total Estimate \$ 65,854

Respectfully, Jose Fonseca



March 10, 2023

Catoria P. Martin City Attorney City of Jackson, MS Post Office Box 2779 Jackson, MS 39207

Re: Thalia Mara Hall, demolish landing and repour. Install new curb between stairs.

Dear Ms. Martin:

Please find attached a proposal from Larry Reeves in the amount of \$16,350.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

David Marsh,

President

Accepted by:



LARRY C. REEVES, CONTRACTING

P.O. BOX 97223

PEARL, MS 39288

PHONE-(601)932-5549 FAX-(601)932-5528

Proposal	No.:
Date:	

CONSTRUCTION MANAGEN Thatia MANA HALL N JALKSON, MS	Job Phone: Job Phone:
WE PROPOSE TO:	
POUR CULT FOI LINGS POUR SINDWALK BET	CAPR WENN Staps
Additional information pertaining to this Proposal	
Additional information pertaining to this Proposal my alteration or deviation from above specifications involving extu- sits will be executed only upon written order and will become an tracharge over and above the estimate. All agreement contingent yon strikes, accidents, or delays beyond our control. Charge is \$10 or hour plus materials.	Total Job Cost S 16, 3.50.
ny alteration or deviation from above specifications involving extracts will be executed only upon written order and will become an dra charge over and above the estimate. All agreement contingent on strikes, accidents, or delays beyond our control. Charge is \$10 or hour plus materials.	Total Job Cost For Proposal \$ 16,3.50. Authorized Authorized



March 10, 2023

Catoria P. Martin City Attorney City of Jackson, MS Post Office Box 2779 Jackson, MS 39207

Re: Thalia Mara Hall, investigative electrical work

Dear Ms. Martin:

Please find attached a proposal from Adco Electric in the amount of \$10,580.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

David Marsh,

President

Accepted by:

ADCO ELECTRIC INC. CONTRACTORS ENGINEERS



2236 MADDOX ROAD P.O. BOX 7395 JACKSON, MISSISSIPPI 39282-7395 (601) 922-3575 FAX (601) 922-9705

March 8, 2023

Mr. David Marsh Benchmark Construction (via email)

Re: Thaila Mara Hall, Balcony LED Retrofit trial run cost proposal

Dear David,

As we discussed, we have come up with a solution to the Relighting of all the outside Light Fixtures Thaila Mara Hall we were asked to update/correct/replace within the timeframe given (March to June 1st of this year). In order to verify our solution for the 2nd Floor Balcony will work, we need to run a trial run and install the proposed Solution in one of the existing light fixtures to be sure it will work and give the correct look to match as close as possible, the existing, outdated Metal Halide lamp output.

In order to do this, we will need to rent both a large Forklift or "Lull" that is capable of lifting another rented, small Scissor Lift up over the Railing and place down on the upper balcony deck. This will allow us to get up to a fixture, make the required re-wiring needed and install our LED Retrofit solution. At that point, we can then observe it at night against the existing MH fixtures and lamps so we are all satisfied with the result. Then we proceed with pricing and estimating what it will take to retrofit all (52) fixtures above the 2nd Floor Balcony for the total project.

The cost to do this initial trial run and leave the retrofit in place for 3-days for observation before removing it and taking the Lifts down will be:

Initial Survey proposal cost including 8% Tax is: \$10,580

Please advise whether we are to proceed with this trial run and we will obtain the needed Retrofit materials and set up a date to install.

This proposal is based on the execution of an AIA or other mutually acceptable subcontract or Work Order. Due to the escalation of raw materials this quote is valid for 10 days.

The opportunity to quote you on this work is appreciated and we look forward to a favorable response. Please let us know if you have any questions or if further information is needed.

Sincerely, Andy Hardin Vice President Adco Electric, Inc.

TMHIP01



March 13, 2023

Catoria P. Martin City Attorney City of Jackson, MS Post Office Box 2779 Jackson, MS 39207

Re: Thalia Mara, replace damaged/stained ceiling tile in front area, all 3 floors, \$15,050.

Replace damaged/ceiling tiles backstage on 1st & 2nd floor, \$5,675.

Dear Ms. Martin:

Please find attached a proposal from Acoustics Inc. totaling \$20,725.00 | have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

David Marsh,

President

Accepted by:

ACOUSTICS INC 209 PARK COURT RIDGELAND, MS 39157

PROPOSAL

DATE: March 10, 2023

TO: BENCHMARK CONSTRUCTION

ATTN: DAVID MARSH

RE: THALIA MARA HALL

Provide labor and materials to install:

-- REPLACE DAMAGED / STAINED CEILING TILES PER WALK-THRU 3/9/2023:

PRICE INCLUDES TRASH DUMPSTER FOR 3 MONTHS WITH 3 PULLS & PORTABLE TOILET FOR 3 MONTHS

BACK STAGE AREA 1ST & 2ND FLOOR (NO WORK IN BASEMENT) ...ADD.....\$5,675 PLUS SALES TAX

OUALIFICATIONS:

PROPOSAL BASED ON CONTRACT TERMS CONSISTENT WITH CONSESUSDOCS 750
NO TAXES FEES OR PERMITS
NO P&P BOND INCLUDED, CAN BE ADDED FOR ADDITIONAL COST (RATES VARY DEPENDING ON CONTRACT AMT)
TRASH PLACED AT CENTRAL LOCATION ON JOBSITE, REMOVAL BY OTHERS

If any amount is not paid within 30 days of the invoice on which the charge first appears, the customer shall pay interest on the delinquent amount at the maximum rate permitted by law and all expenses of collections; including attorney fees.

Conditions: Standard AIA contract to be used. All materials guaranteed to be as specified above. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from work specified above and involving additional costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon, accidents, or delays beyond our control. Owner to carry standard Builders Risk Insurance. Our workers are fully covered by Workman's Compensation Insurance.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work. Payment will be made as outlined above.

Date of Acceptance:

Respectfully Submitted

By:

John Lyle

Note: This proposal is valid for 30 days.



March 13, 2023

Catoria P. Martin City Attorney City of Jackson, MS Post Office Box 2779 Jackson, MS 39207

Re: Thalia Mara, fountains, REVISED

Dear Ms. Martin:

Please find attached a proposal from Aqua Marine Fountains in the amount of \$9,196.00 (8 required). I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

David Marsh,

President

Accepted by:

Bed & Bath

Garden & Outdoor

Amazon Home

Shop by Room

Clinic

Prime Video Amazon Basics Dest Setters

Furniture

Today's Deals Prime Kitchen & Dining

Listen to ad tree poderais

Home Improver





Shop by Style

Patio, Lawn & Garden + Outdoor Décor + Water Gardens & Ponds + Pond Décor + Pond Fountains

Discover



Roll over image to zoom in

HALF OFF PONDS **Aqua Marine Floating** Fountain with Large Float, (6) Interchangeable Nozzles for 8 Unique Spray Patterns, 1 HP with 100' Cord, (3) 9-Watt Color Changing Light Kit -AOF100003X9-100

Visit the HALF OFF PONDS Store 7 ratings

\$1,14950

You could have earned \$1,158.30 in rewards on your Amazon purchases over the past year with 5% back with an Amazon Prime Store Card. Apply now and get a \$60 Amazon Gift Card upon approval. Learn more

Delivery & Support Select to learn more







Armsing Pond Refund or Supplies Replacement within 30 days of

Size: 10,000 GPH Pump w/ 100' Cord

3,000 GPH Pump w/ 100' Cord

5,200 GPH Pump w/ 100' Cord

6,100 GPH Pump w/ 100' Cord

8,000 GPH Pump w/ 100' Cord

8,000 GPH Pump w/ 200' Cord

10,000 GPH Pump w/ 100' Cord

10,000 GPH Pump w/ 200' Cord

12,500 GPH Pump w/ 100' Cord

12,500 GPH Pump w/ 200' Cord

15,000 GPH Pump w/ 100' Cord

15,000 GPH Pump w/ 200' Cord

Color: (3) 9-watt Color Changing Light Kit

\$1,14950

FREE delivery Tuesday, March 14. Order within 1 hr 46 mins. **Dotails**

Deliver to David - Judeson 39202

In Stock

Qty: 1

Add to Cart

Buy Now

Secure transaction

Ships from Amazing Pond Supplies Sold by **Amering Pond Supplies** Returns Eligible for Return, Re...

Add a Protection Plan:

3-Year Protection for \$107,99

4-Year Protection for \$134,99

Add to List

Have one to sell? Sell on Amazon



Power House Aeration Aerating Fountain | F500F Energy Efficient... \$1,91500

Save 7% with coupon

Sponsored







Exture Vinte

Enhance your purchase

Payment plans

1 option from \$48.77/mo at example APR of 30% (rates from 10-30% APR)

One-time payment \$1,149.50

Affirm

(approval required. No late fees.)

Learn more

\$68.77/mo or less (\$6 me) (10-30% APR)



- Checking your eligibility will not affect your credit
- Payment plan applies to entire cart

Color

(3) 9-watt Color

Changing Light Kit

Material Plastic

HALF OFF PONDS

Brand Special

Lighted

Feature

36 x 36 x 15 inches

Item Dimensions

Item

71 Pounds

Weight

eignt

Corded Electric

Power Source

About this Item

- Oil-free and low-wattage energyefficient operation.
- Includes: 10,000 GPH low-wattage Aqua Pulse Series Submersible Pump with a 100' Cord that can operate (at a fraction of the power consumption as other fountain pumps in the industry) in depths as shallows as 3' deep, Large Floating Fountain with Quick Release Nozzle Flange with (6) Nozzles that create 8 different Spray Pattern, (2) 25' pleces of mooring rope, Debris Net, (3) 9-Watt Color Changing Light Kit with Remote, and all necessary fixtures.
- Aqua Marine Fountains are easy to assemble, install, and maintain while aerating your water feature. Aeration significantly clears up ponds and water gardens. This unit also operates oil-free to avoid unnecessary pond pollution while being fish and wildlife safe.
- Pump Specs: Volts 120. Hertz 60.
 Watts 780. Head height 31'. Output 3" MIPT.
- Warranty Information: Pump 2-Year Manufacturer's Warranty; Float - 5-Year Manufacturer's Warranty; Light Kit - 5-Year Manufacturer's Warranty (Best Warranty on the Marketi)

Report incorrect product information.



March 9, 2023

Catoria P. Martin City Attorney City of Jackson, MS Post Office Box 2779 Jackson, MS 39207

Re: Arts Center, doors, frames, hardware

Dear Ms. Martin:

Please find attached a proposal from Capitol Hardware in the amount of \$40,352.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

David Marsh,

President

Accepted by:



PROPOSAL

HARDWARE / BUILDING PRODUCTS

112 Business Park Dr. Ridgeland, MS 39157

ISSUE DATE: 3/9/23

TO: CITY OF JACKSON
C/O BENCHMARK CONST. MGMT.

JOB: ARTS CENTER RENOVATIONS JACKSON, MSI.

WE PROPOSE TO FURNISH THE FOLLOWING MATERIAL FOR THE SUM OF \$ 40,352.00

FORTY THOUSAND THREE HUNDRED FIFTY TWO AND NO/100---

MARK #'S 127 & 128

- (2) NEW KD HM FRAMES PRIMED
- (2) NEW PREMACHINED PAINT GRADE WOOD DOORS FIELD FINISHING BY OTHERS
- (2) NEW SETS HARDWARE
- (1) LOT DOOR & HARDWARE INSTALLATION FRAME INSTALLATION BY OTHERS

MARK #'S 158A,159A, 202 & 203 - EXISTING FRAMES TO BE REUSED

- (4) NEW GALV. HM DOORS PRIMED
- (4) NEW SETS FINISH HARDWARE
- (1) LOT DOOR & HARDWARE INSTALLATION

MARK #'S 201 & 204 - EXISTING FRAMES TO BE REUSED

- (2) NEW GALV. HM DOORS PRIMED
- (2) NEW GALV. HM TRANSOM PANELS PRIMED
- (2) NEW SETS FINISH HARDWARE
- (1) LOT DOOR & HARDWARE INSTALLATION

PAGE 1 OF 2

CONTINUED ON NEXT PAGE



PROPOSAL

HARDWARE / BUILDING PRODUCTS

112 Business Park Dr. Ridgeland, MS 39157

EXTERIOR ALUMINUM DOORS

- (1) LOT CYLINDERS ONLY FOR EXISTING EXTERIOR ALUM. DOORS
- (1) LOT INSTALLATION FOR CYLINDERS ONLY

MARK #106

(1) NEW KD HM FRAME PRIMED

(1) NEW PREMACHINED PAINT GRADE WOOD DOOR - FIELD FINISHING BY OTHERS

(1) NEW SET FINISH HARDWARE

(1) LOT DOOR & HARDWARE INSTALLATION - FRAME INSTALLATION BY OTHERS

MARK #151 - EXISTING FRAME TO BE REUSED

(1) NEW PREMACHINED PAINT GRADE WOOD DOOR - FIELD FINISHING BY OTHERS

(1) NEW SET FINISH HARDWARE

(1) LOT DOOR & HARDWARE INSTALLATION

PAGE 2 OF 2

EXCLUSIONS

- 1. ACCESS CONTROL /ELECTRONIC LOCKING & AUTOMATIC DOOR OPERATORS
- 2. ALL ALUM. DOOR HOWE. FOR EXTERIOR DOORS W/EXCEPTION OF CYLINDERS
- 3. FIELD PAINTING OR STAINING OF NEW OR EXIST. HM AND /OR WOOD DOORS
- 4. REPAIR OF EXISTING FRAMES, DOORS AND /OR HARDWARE
- 5. NEW HARDWARE FOR EXISTING HM AND /OR WOOD DOORS

Terms are not 30 days of delivery, without retainage, and plus any and all applicable taxes; FOB warehouse with freight allowed to motor freight station nearest job site. Delivery to carrier shall constitute delivery to purchaser. This proposal is subject to acceptance within 30 days, or before earlier withdrawal by Seller. Installation and/or allowances are not included in the above pricing unless otherwise noted.

Accepted:

By:

CHARLES D. STACY

Date:

CAPITOL HARDWARE COMPANY, INC.



March 13, 2023

Catoria P. Martin City Attorney City of Jackson, MS Post Office Box 2779 Jackson, MS 39207

Re: Thalia Mara, carpet, base, ceramic, VCT, backstage included

Dear Ms. Martin:

Please find attached a proposal from Craft Croswell in the amount of \$122,197.00 | have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

David Marsh,

President

Accepted by:



Quotation / Bld

116 Ridgeland Plaza Ridgeland, MS 39157

601-856-8861 Fax 601-856-9475

Benchmark Construcion

any questions.

TODAY'S DATE:

March 10, 2023

Phone No:

PROJECT: Thalia Mara Hall Renovations

FAX No:

BID DATE/TIME:

February 8, 2023

ATTN: David Marsh

We are pleased to offer the following quotation. Offer good for 30 days from the above date. Please call 601-856-8861 if you have Out of town call 1-800-279-8861.

Certificate of Responsibility Nos:

MS #21117-MC LA #62166 TN #00062422 AL #S-55508 AR# 0408590122

	Quantity:	Description:	Unit Price:	TOTAL:
	1,00 1,00 1,00 1,00 1,00	Demo Existing Auditorium Carpet and Install New Carpet and Edging Demo Existing Auditorium Base on Outside Walls and Install New Patch and Repair Ceramic Tile in One Restroom Clean Existing Carpet at 2 Lobbies Patch VCT up to 44 SqFt		\$80,508 \$1,543 \$774 \$3,721 \$427
		Alternates: Repair Back Stair Treads Furnish and install LVT and Rubber in Dressing Rooms and Corridor This includes Stripping existing VCT and Demo existing Carpet	\$853 \$34,371	
1		\$ 86,973 \$ 863 \$ 34,371		
		Notes: The Lead time on the Carpet is 2 to 3 Weeks. MPC to be supplied by GC.		
		Carpet Cleaning can be scheduled 2 weeks from now. 23 This proposal is valid for 45 days at which time material and treight prices may be increased		
	STANDAR	RD CONDITIONS ADDENDA READ:	Subtotal	\$86,973

OF THIS BID / QUOTATION:

No Sales Tax is included in quote.

TOTAL QUOTE

(To be incorporated into any final contract):

PRICE DOES NOT INCLUDE ANY REMEDIAL WORK ON THE CONCRETE TO BRING IT INTO REQUIRED MOISTURE TOLERANCES TO RECEIVE FLOORING.

CraftCroswell will furnish, deliver, and install the above material in accordance with all transmitted plans, specifications and general conditions for the listed price. Proposal is based on using ConsensusDOCS Sub-Contract Form #750. Any non-ConsensusDOCS Sub-Contract Form #750 shall not be binding upon CraftCroswell, unless and until signed by CraftCroswell. Unless specifically included in this proposal: CraftCroswell excludes all demolition, repair or take-up of existing flooring; excludes vacuuming, damp mopping, buffing, waxing or floor protection; excludes floor floating, leveling or repair; excludes sealing of floor, cleaning or removal of oil, grease, solvents, paints, plaster or other foreign substances; excludes asbestos control/abatement; The owner or general contractor must submit to the flooring contractor a written Asbestos Inspection Report by a Certified Asbestos inspector; includes work only during regular hours and for a single phase job; Per CRI-104-2002, 7. site conditions; CraffCroswell, shall not be responsible for any installation made by it upon surfaces that do not meet the specified contractual tolerance and/or manufacturers recommended installation requirements as to: Moisture, pH, surface variations (levelness & smoothness), or suitability of the subfloor. These standard conditions supersede any corresponding items in the subcontract, plans, and/or specifications. No subcontract item or items are valid or binding unless signed by CraftCroswell. Floor preparation will be billed on a time and material basis at \$45.00 per man-hour plus the cost of the materials. Client is subject to payment for stored materials. CraffCroswell, will not accept charge backs of damage or cleaning without the option to inspect claim(s) to repair or without the option to make arrangements for acceptable repairs at their expense. CraftCroswell is not responsible for any claims that might result from product delivery date changes beyond their control. If a manufacturer requires a deposit to manufacture/ship certain items, client will pay that amount. This proposal is valid for thirty (45) days. Full payment is due ten (10) days from receipt of invoice unless otherwise specified.

WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES

CraftCroawell	1.127.	1
	11 - 1 1 1 march	£

Approved for order by:

Sid Newell, Estimator



March 16, 2023

Catoria P. Martin City Attorney City of Jackson, MS Post Office Box 2779 Jackson, MS 39207

Re: Thalia Mara – Landscaping & Irrigation

Dear Ms. Martin:

Please find attached a proposal from Garry Graves Landscaping in the amount of \$62,204.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

David Marsh, President Accepted by

Thala Mara Hall City of Jackson Sod and Landscape Proposal

March 10, 2023

Benchmark Construction Corporation

THE FOLLOWING ITEMS ARE INCLUDED IN THIS PROPOSAL:

- REMOVAL AND DISPOSAL OF ALL EXISTING PLANT MATERIAL AROUND BOTH FOUNTAIN AREAS AND IN ALL AREAS COVERED IN THIS PROPOSAL.
- TOPSOIL INSTALLED AS NEEDED TO SMOOTH AND REPAIR THE ABOVE DEMOLITION.
- SPRAY ALL PROPOSED SOD AREAS WITH ROUNDUP PRIOR TO SOD INSTALLATION
- FINE GRADING/SOIL PREPARATION OF ALL AREAS TO RECEIVE SOD
- . APPLICATION OF 13-13-13 PRIOR TO INSTALLATION OF SOD
- INSTALLATION OF NUMBER 1 GRADE CENTIPEDE SOD IN ALL AREAS AROUND BOTH
 FOUNTAINS (FROM SIDEWALK IN FRONT TO FOUNTAIN AND TO EAST/WEST WALK ON EAST
 SIDE AND UP TO THE CROSSWALK ON THE WEST SIDE OF THE BUILDING.
- PLANTING OF FOUR PROPOSED AREAS (SEE ATTACHED SKETCH) INCLUDING THE FOLLOWING:
 1700 SQUARE FEET OF BED PREP INCLUDING SOIL CONDITIONER, FERTILIZER, TILL,
 RAKE, PLANT, MULCH, CLEAN UP.
 10 LIBERTY HOLLY 15 GALLON
 24 INDICA AZALEA 7GALLON
 290 GREEN LIRIOPE 1 GALLON
 40 PARSON JUNIPER 3 GALLON
 6 CY SOIL MIX
 16 CY HARDWOOD MULCH

OWNER MAY CHOOSE TO PLANT ALL AREAS WITH GREEN LIRIOPE IN LIEU OF PLANTS SHOWN ABOVE. PRICE CAN BE ADJUSTED ACCORDINGLY.

- IRRIGATION INCLUDING THE FOLLOWING:
 30 ROTOR SPRINKLER HEADS
 25 SPRAY HEADS
 7 ZONES
 1 ELECTRIC CONTROLLER
 2 BATTERY POWERED CONTROLLERS
 3 BORES AS REQUIRED
 CONNECTION TO EXISTING WATER SCOURCE
 ALL RELATED LABOR AND MATERIALS
- TOTAL ASSHOWN:

\$62204.00

PRICE AND PROPOSAL ARE CONTINGENT ON IRRIGATION BEING SUPPLIED TO ALL AREAS AND MONITORED BY OWNER AS NEEDED. ANY WARRANTY IS CONTINGENT UPON SAID OWNER SUPPLYING ADEQUATE MAINTENANCE, WATER, AND CARE.

ACCEPTED BY:	DATE:		
	DATE:		



March 16, 2023

Catoria P. Martin City Attorney City of Jackson, MS Post Office Box 2779 Jackson, MS 39207

Re:

Thalia Mara - Coating of Concrete Stairs

Dear Ms. Martin:

Please find attached a proposal from U. S. Coating Specialties & Supplies in the amount of \$21,184.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

David Marsh, President Accepted by:

City of Jackson, Mississippi







March 15, 2023

Mr. David Marsh President Benchmark Construction Corporation 1867 Crane Ridge Drive, suite 200-A Jackson, MS 39286-1177

RE: Thalia Mara Hall: Remove fail toping from steps approximately 1/4" thick and replace with Flexkrete TM 102 slope from 1/2" thick to end of step 1 foot wide to prevent water from setting on step approximately 1,300 sq. ft.

Dear Mr. Marsh.

Please accept the following to remove fail toping on steps at Thalia Mara Hall. Saw cut perimeter and replace with FlexKrete 102 TM. To approximately 1,300 sq. ft.,

Your cost will be as following:

•	Material Cost: \$8,298.00
•	Freight: \$565.00
•	Equipment & Generator: \$1,150.00
•	Labor Cost:\$6,800.00
0	Total: \$16,813.00
	Profit & Over Head: \$4,371.00
	Grand Total Cost: \$21 184 00

All of us here at U.S. Coating send our heartfelt thanks to you and your Firm. May God's richest blessing be yours.

Sincerely, Earl Workeryton President

Earl Washington

PRODUCT DATA SHEET Version 5.15,2018 | FlexKRETE 102

FlexKRETE 102

Thermoset Vinyl Polymer

FlexKrete 102 is a multi-purpose, two-component, thermoset vinyl polymer, formulated for early high strength, quick set times, and structural bonding to concrete, masonry, metals, wood, etc.

Where to Use

Description

Repairs broken concrete, cracks, potholes, joints, spalls, vertical, overhead

Rebuild curbs, decks, docks, floors, platforms, parking surfaces & structures, ramps, runways, sidewalks, slabs, steps, stairways, road & bridge

Non-skid, broadcast, coating for anchor bolts and posts

Advantages

Return repair areas to traffic in less than 1 hour or 15 minutes w/ FlexTEMP

Use in cold weather and freezer rooms below -37° F (traffic in 1-3 hours)

 3-times harder than concrete at 10,000 psi Restore integrity of distressed concrete

· Feather edge or use full depth, doesn't crack or pop-out

Theoretical Coverage

1-five gal. pail yields approx. 22 gals. or 3 cu. ft. of repair material. For broadcast, approx. 50-100 sf per gallon depending on type and porosity of substrate. Yield may vary based on aggregate.

1Gallon of FlexKRETE + 4-g #3 Medium Grade Sand =128 sf @ 1/16" avg. depth 64 sf @ 1/8" average depth | 32 sf @ 1/4" average depth 16 sf @ 1/2" average depth | 8 sf @ 1" average depth

Packaging

5 gallon steel pail, 1-gallon kits (containing FlexKRETE, catalyst, FlexPRIME, aggregate, mixing pails, shipped in 5 gallon pail)

Shipping weight (resin only) per gallon = 9.2 pounds (4.1 kilograms)

Physical Data

	J994
Solids by weight: approx @ 77°	99%
Solids by volume: approx @77°	98% Specific
Gravity @ 77°	1.08
Viscosity @ 77°	500-600 cps
Flash Point: (ASTM-D-93 open cup)	141° F
Pot life w/ 80% aggregate:	@ 77° approx. 20 min. @100° approx. 12 min.
Pot life w/o aggregate:	@ 77° approx. 13 min. @100° approx.7 min.
Linear Shrinkage	Filled: 0 Unfilled: 1.1%
Tensile Modulus (ASTM D 790)	182,000 psi
Tensile Strength (ASTM D 638	3,530 lb/in 2
Flexural Modulus (ASTM D 790)	390,000 psi
Flexural Strength (ASTM D 790)	7,340 lb/in 2
Elongation % (ASTM D 638)	30%
Water Absorption (ATSM D 570)	0.64%
Compressive Strength	>10,000 psl
TXDOT-Tex614-J	350 psl
Hardness-Shore D (ASTM D2240)	0.64%
VOC:	0
Temperature Limits:	Continuous 175° F Intermittent 220° F

Chemical Resistance

EXPOSURE	IMMERSION	SPLASH & SPILL	
ACIDS	GOOD	EXCELLENT	
ALKALIES	GOOD	EXCELLENT	
PETROLEUM	GOOD	GOOD	
SALTWATER	EXCELLENT	EXCELLENT	
WATER	EXCELLENT	EXCELLENT	

NOTE: For specific harsh chemical environments, contact FlexKRETE.

Shelf Life

1 year in original unopened container.

How to Use Surface Prep CLEAN SURFACE: Cut or chip vertical lip around repair area to 1/4" depth or more. Remove dirt, debris, paint and contaminants to produce a clean, dry solid base. Mechanically clean area with blaster, scarlfier, chipping hammer, grinder or wire wheel as needed. Vacuum or blow clean to remove excess dust.

Horizontal Surface

FLEXPRIME: Mix equal parts A & B and apply very thin coat to prepped area using brush, roller or sprayer (avoid puddies/ridges). Thin w/ 10%-20% acetone for easy application and penetration. Allow FlexPRIME to become very tacky before applying FlexKRETE.

FLEXKRETE: Open pail, power-mix with corded drill to disperse material. MEASURE: Measure and pour amount needed into clean mixing pail.

CATALYZE: Loosen catalyst bottle lid, fill chamber with amount needed. Remove lid and pour catalyst into mixing pail, power-mix for 30 seconds,

MEASURE & ADD AGGREGATE: Add 3 to 3.5 parts clean dry sand into mixing pall containing catalyzed FlexKRETE, then power-mix until well blended.

APPLY MATERIAL: Pour into void and fill flush, pushing firmly into voids, Trowel smooth using long, smooth strokes, Sprinkle sand onto wet surface to reduce tack

Vertical & Overhead

Same as Horizontal EXCEPT: SPECIAL PRIMING: Allow FlexPRIME to become very tacky before applying FlexKRETE to achieve chemical bond. Catalyzed FK may be substituted for FlexPRIME on dry concrete. In cold temps, use torch to heat up concrete before applying FlexPrime, allowing primer to set up quicker.

VERTICAL APPLICATIONS: Mix catalyzed FlexKRETE w/ 2-parts blast sand + 2 to 3-parts fumed silica. 3-parts fumed silica produces a stiff, doughy consistency to be hand-placed and troweled smooth. 2-parts fumed silica + 2-parts sand produces a less-stiff material and recommended as a good starting point to evaluate ratios needed.

OVERHEAD APPLICATIONS: After measuring & catalyzing FlexKRETE, mix 1-part blast sand and 2 to 3-parts fumed silica. If material is too heavy, decrease amount or eliminate sand, and use fumed silica only.

For stronger adhesive, mix 1-part catalyzed FlexKRETE w/ 1-part fumed slica.

Overlays, Self-leveling/ Slurry-Broadcast

Same as Horizontal, then MEASURE & ADD AGGREGATE: Add 1.5 to 2-parts clean dry sand into mixing pall containing catalyzed FlexKRETE, then power-mix until well blended.

APPLY MATERIAL: Pour ribbon of slurry-mix on repair area w/ notched squeegee or gauge rake, apply material to desired depth. Immediately broadcast w/ aggregate and allow curing.

SELF-LEVELING: Pour material onto surface and leave alone, or for a fine slurry-broadcast repair, immediately broadcast with aggregate and allow curing.

Coating with Broadcast APPLY CATALYZED FLEXKRETE: Pour Ribbon of material onto repair area. Using a 3/8" roller or squeegee, apply the material to desired depth. Normal thicknesses for coating-broadcasts are 10-mil to 20-mils. This translates to 80-160 sq. ft. per gallon depending on broadcast material and substrate condition. Back roll material and then immediately broadcast.

APPLY BROADCAST: Immediately broadcast to refusal with aggregate and allow curing. Sweep excess aggregate from surface & open to traffic.

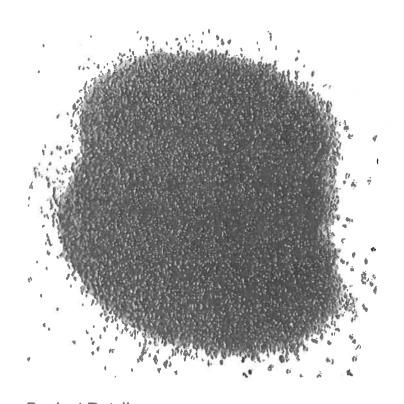
TOPCOAT: A final topcoat may be applied, such as FlexAspartic or FlexSealer.

KEEP CONTAINER TIGHTLY CLOSED . KEEP OUT OF REACH OF CHILDREN . FOR INDUSTRIAL USE ONLY FOR PROFESSIONAL

All information provided by FlexKRETE Technologies ("FK") concerning FK products, including but not limited to, any recommendations and advice relating to the application and use of FK products, is given in good faith based on FK's current experience and knowledge of its products when properly stored, handled and applied under normal conditions in accordance with FK instructions. In practice, the differences in materials, substrates, storage and handling conditions, actual site conditions and other factors outside of FK's control are such that FK assumes no liability for the provision of such information, advice, recommendations or instructions related to its products, nor shall any legal relationship be created by or arise from the provision of such information, advice, recommendations or instructions related to its products. User of FK product(s) must test the product(s) for suitability for intended application and purpose before proceeding with full application of the product(s). FK reserves the right to change properties of products without notice. Sales of FK product(s) are subject to its current terms and conditions of sale, which are available at http://flexkrete.com/ or by calling 972.964.8707.

FK warrants this product for 1 year from date of installation to be free from manufacturing defects and to meet the technical properties on the current Product Data Sheet if used as directed within shelf life. User determines suitability of product for intended use and assumes all risks. Buyer's sole remedy shall be limited to the replacement of product exclusive of labor or cost of labor.

NO OTHER WARRANTIES EXPRESS OR IMPLIED SHALL APPLY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. FK SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. FK SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS.



Product Details

Catalog Page 2404

Media Type

Garnet

Media Grit

change)

60

Nominal Dia. Micron Range

297 to 710

Media Container Size

55 lb

Media Container

Box

Nominal Dia. Range

0.0117 in to 0.0278 in

US Sieve 30-60

UNSPSC 31191512

Country of Origin USA (subject to

The CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

COMMENTS POINTS ORDER RATIFYING CONTRACTS RELATED TO THE EMERGENCY 1. **Brief Description/Purpose** REPAIRS TO THALIA MARA HALL AND THE ARTS CENTER OF MISSISSIPPI IN PREPARATION FOR THE U.S.A. INTERNATIONAL **BALLET COMPETITION** 2. **Public Policy Initiative** Youth & Education **Crime Prevention** 6. Infrastructure & Transportation Changes in City Government 3. Neighborhood Enhancement **Economic Development** Infrastructure and Transportation Quality of Life 3. Who will be affected Department of Public Works Vehicle Repairs 4. **Benefits** Upon Council Approval 5. Schedule (beginning date) 6. Location: City Wide WARD CITYWIDE (yes or no) (area) Project limits if applicable Action implemented by: 7. Department of Public Works **City Department** Consultant \$373,292.00 8. COST 9. Source of Funding Enterprise Fund Bond Funds for the Repair of Thalia Mara Hall and the Arts Center of Grant Mississippi Bond Other N/A WAIVER **ABE** % yes no 10. **EBO** participation N/A **AABE** % WAIVER yes ____ no N/A % WAIVER _X_ WBE no yes N/A % WAIVER **HBE** yes _ no Х N/A WAIVER % **NABE** yes no



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E.

City Engineer & Interim Director

Date: March 16, 2023

Subject: Agenda Item for City Council Meeting

Attached, you will find an agenda item ratifying contracts with vendors to make repairs to Thalia Mara Hall and the Arts Center of Mississippi to prepare those venues for the upcoming USA IBC.

Please let me know if you have any questions.



OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING CONTRACTS RELATED TO THE EMERGENCY REPAIRS TO THALIA MARA HALL AND THE ARTS CENTER OF MISSISSIPPI IN PREPARATION FOR THE U.S.A. INTERNATIONAL BALLET COMPETITION is legally sufficient for placement in NOVUS Agenda.

Terry Williamson, Legal Counsel

DATE

#16

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

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

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

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

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

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

NOW, THEREFORE, IT IS ORDERED THAT we the governing body of the City of Jackson, Mississippi, pursuant to the authority vested in the body by Section 33-l5-l7(d) of the Mississippi Code of 1972, as amended, and in the public interest and for the general welfare of the City of Jackson, do hereby approve of the continued need for a civil emergency for the entire City of Jackson for the reasons set forth in this Order.

#17

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

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

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

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

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

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

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

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

Agenda Item No. 17 March 21, 2023 (Jackson City Council)