



REVISED

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

April 11, 2023

AGENDA

10:00 AM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **PASTOR TONY MCBRIDE OF GREATER MT. OLIVE M.B. CHURCH**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

2. **NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."**
3. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD NOVEMBER 22, 2022 FOR THE FOLLOWING CASES:**

20-354	20-366	22-1402	22-1254	22-1980
22-104	21-723	21-615	22-146	22-229
22-882	22-590	22-1525	21-573	22-1433
22-796	21-1889	22-703		
4. **ORDER ACCEPTING THE BID OF FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION OF 3603 TERRY ROAD AND 0 SYKES ROAD FOR COMMUNITY IMPROVEMENT DEMO PROJECT 2023.02 AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC TO DEMOLISH STRUCTURES AND REMEDY CONDITIONS THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE**

ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR PARCEL NUMBERS 626-118 AND 626-118-1 \$206,000.00. (WARD 6) (DOTSON, LUMUMBA)

5. **APPROVAL OF THE MARCH 13, 2023 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)**
6. **APPROVAL OF THE MARCH 14, 2023 REGULAR COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)**
7. **APPROVAL OF THE MARCH 20, 2023 REGULAR ZONING MEETING MINUTES. (S.JORDAN, FOOTE)**
8. **APPROVAL OF THE MARCH 21, 2023 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)**

INTRODUCTION OF ORDINANCES

REGULAR AGENDA

9. **CLAIMS (MALEMBEKA, LUMUMBA)**
10. **PAYROLL (MALEMBEKA, LUMUMBA)**
11. **ORDER AMENDING THE FEBRUARY 13, 2023 CLAIMS DOCKET TO CORRECT THE AMOUNT OF THE 2013 GENERAL OBLIGATION INTEREST BOND PAYMENT TO US BANK IN THE AMOUNT OF \$1,094,843.75. (MALEMBEKA, LUMUMBA)**
12. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PROUDCITY FOR WEBSITE AND HOSTING ANNUAL MAINTENANCE SERVICES. (LUMUMBA)**
13. **ORDER AMENDING THE CHIEF ADMINISTRATIVE OFFICE'S FISCAL YEAR 2022-2023 BUDGET. (WRIGHT, LUMUMBA)**
14. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT FROM SOUTHERN ACTUARIAL SERVICES CO TO COMPLETE THE GASB 75 REPORT FOR THE SELF FUNDED HEALTH PLAN FOR THE CITY OF JACKSON MISSISSIPPI FOR THE FISCAL YEARS COMMENCING OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021 AND OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022. (MARTIN, LUMUMBA)**
15. **ORDER AUTHORIZING THE CITY OF JACKSON FIRE DEPARTMENT TO ENTER INTO A "MEMORANDUM OF UNDERSTANDING" WITH THE MISSISSIPPI DEPARTMENT OF MENTAL HEALTH BUREAU OF BEHAVIORAL HEALTH SERVICES TO PROVIDE THE CITY OF JACKSON FIRE DEPARTMENT DOSES OF NARCAN NASAL SPRAY (GENERIC NAME NALOXONE). (ALL WARDS) (OWENS, LUMUMBA)**
16. **ORDER AUTHORIZING THE MAYOR TO AMEND TWO ANTENNA SITE LICENSE AGREEMENTS WITH NEW CINGULAR WIRELESS PCS, LLC TO MODIFY EQUIPMENT AND INCREASE LICENSEE FEES AT TWO TOWER SITES WITHIN THE CITY OF JACKSON. (REID, LUMUMBA)**
17. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE GROVE PARK JUNIOR GOLF CLINIC, INC. FOR THE USE OF THE CITY-OWNED PETE BROWN GOLF FACILITY LOCATED AT 3200 WOODROW WILSON DRIVE. (WARDS 3 & 4) (HARRIS, LUMUMBA)**

18. **ORDER AUTHORIZING THE MAYOR TO EXECUTE ONE (1) BUSINESS CLASS SERVICE ORDER AGREEMENT TO INSTALL COMCAST BUSINESS HIGH-SPEED INTERNET WITH WI-FI CAPABILITIES AND TV SERVICE AT THE CITY OF JACKSON ZOO, NECESSARY FOR THE OPERATION OF SECURITY CAMERAS AND THE OFFERING OF INFORMATIONAL VIDEO CLASSES IN THE EDUCATIONAL ROOM. (WARD 4) (HARRIS, LUMUMBA)**
19. **ORDER DECLARING PARCEL 189-29 SURPLUS PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE SALE CONTRACT, DEED OF CONVEYANCE, AND OTHER DOCUMENTS NECESSARY TO SELL SAID PROPERTY TO GENNIE JONES. (DOTSON, LULMUMBA)**
20. **ORDER AUTHORIZING THE DEPARTMENT OF PLANNING AND DEVELOPMENT TO EXECUTE AND SUBMIT A CONGRESSIONALLY DIRECTED SPENDING GRANT APPLICATION FOR FIVE MILLION DOLLARS TO THE U.S. SENATE APPROPRIATIONS SUBCOMMITTEE ON TRANSPORTATION, HOUSING AND URBAN DEVELOPMENT (THUD) ON BEHALF OF THE JACKSON HINDS LIBRARY SYSTEM FOR THE PURCHASE, RELOCATION, AND RENOVATION OF A NEW EUDORA WELTY LIBRARY IN THE CITY OF JACKSON. (DOTSON, LUMUMBA)**
21. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEM FOR A KONICA MINOLTA BIZHUB C360I COPIER TO BE USED BY THE OFFICE OF PLANNING FOR THE DEPARTMENT OF PLANNING AND DEVELOPMENT. (DOTSON, LUMUMBA)**
22. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEM FOR A KONICA MINOLTA BIZHUB 360I COPIER TO BE USED BY THE OFFICE OF RENTAL REGISTRATION, A DIVISION OF THE PLANNING AND DEVELOPMENT DEPARTMENT. (DOTSON, LUMUMBA)**
23. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEM FOR A KONICA MINOLTA BIZHUB 360I COPIER TO BE USED BY THE OFFICE OF ECONOMIC DEVELOPMENT, A DIVISION OF THE PLANNING AND DEVELOPMENT DEPARTMENT. (DOTSON, LUMUMBA)**
24. **ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH HINDS COMMUNITY COLLEGE TO PROVIDE WORKFORCE DEVELOPMENT TRAINING FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD). (DOTSON, LUMUMBA)**
25. **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 JTRAN BUS STOP SIGNAGE. (DOTSON, LUMUMBA)**
26. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND SUPPLEMENTAL FORM WITH THE UNITED STATES DEPARTMENT**

OF TRANSPORTATION'S FEDERAL TRANSIT ADMINISTRATION TO APPLY FOR THE FY2023 COMPETITIVE FUNDING OPPORTUNITY ENTITLED BUS AND BUS FACILITIES PROGRAM IN THE AMOUNT OF \$10,315,315.00 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS UPON AWARD OF THE GRANT FUNDS. (DOTSON, LUMUMBA)

27. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND SUPPLEMENTAL FORM WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION'S FEDERAL TRANSIT ADMINISTRATION, TO APPLY FOR THE FY2023 COMPETITIVE FUNDING OPPORTUNITY ENTITLED LOW OR NO EMISSION VEHICLE GRANT PROGRAM IN THE AMOUNT OF \$38,528,150.00 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS UPON AWARD OF THE GRANT FUNDS. (DOTSON, LUMUMBA)**
28. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND SUPPLEMENTAL FORM WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY TO APPLY FOR THE FY2023 COMPETITIVE FUNDING OPPORTUNITY DHS-23-GPD-075-00-02 TRANSIT SECURITY GRANT PROGRAM IN THE AMOUNT OF \$2,000,000.00 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS UPON AWARD OF THE GRANT FUNDS. (DOTSON, LUMUMBA)**
29. **ORDER ACCEPTING IN-KIND DONATION OF 10 STENCILS FROM A+ SIGNS AND CREATIVE FOR DRAIN INLET MARKING. (R.LEE, LUMUMBA)**
30. **ORDER AUTHORIZING FINAL PAYMENT TO THE CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR THE WOODLAND CIRCLE EMERGENCY SEWER REPAIR PROJECT AND AUTHORIZING PUBLICATION OF THE NOTICE OF COMPLETION. (R. LEE, LUMUMBA)**
31. **ORDER REVISING THE AMOUNT OF THE BID OF DELTA CONSTRUCTORS, INC. ACCEPTED FOR THE LOST LAKE CIRCLE DRAINAGE REPAIR PROJECT, AUTHORIZING FINAL PAYMENT, AND AUTHORIZING PUBLICATION OF THE NOTICE OF COMPLETION. (R. LEE, LUMUMBA)**
32. **ORDER AUTHORIZING FINAL PAYMENT TO THE CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE PERRY STREET EMERGENCY SEWER REPAIR PROJECT AND AUTHORIZING PUBLICATION OF THE NOTICE OF COMPLETION. (R. LEE, LUMUMBA)**
33. **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)**
34. **ORDER RATIFYING CONTRACT FOR THE PURCHASE OF A 2019 VACTOR 2115i POSITIVE DISPLACEMENT MODEL COMBO VACUUM JET TRUCK FOR THE SEWER MAINTENANCE DIVISION OF THE DEPARTMENT OF PUBLIC WORKS. (R. LEE, LUMUMBA)**

35. **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #1 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC., FOR CONSTRUCTION OF THE RIVERSIDE DRIVE PROJECT. (R. LEE, LUMUMBA)**
36. **ORDER ACCEPTING THE BID OF MANDEL METALS, INC., d/b/a US STANDARD SIGN FOR EIGHTEEN-MONTH SUPPLIES OF ALUMINUM SIGN BLANKS (BID NO. 55063-010323). (R.LEE, LUMUMBA)**
37. **ORDER ACCEPTING THE BID OF CROWN USA INCORPORATED FOR AN EIGHTEEN-MONTH SUPPLY OF TRAFFIC PAINT (BID NO. 63066-021423). (R.LEE, LUMUMBA)**
38. **ORDER ACCEPTING THE BID OF POTTERS INDUSTRIES, LLC., FOR AN EIGHTEEN-MONTH SUPPLY OF WATERPROOF REFLECTIVE GLASS BEADS (BID NO. 55004-010323). (R.LEE, LUMUMBA)**
39. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A 36-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS TO BE USED BY THE OFFICE OF THE CITY ATTORNEY. (C. MARTIN, LUMUMBA)**
40. **ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO SETTLE ALL CLAIMS IN THE CIVIL ACTION PENDING IN HINDS COUNTY CIRCUIT COURT CAUSE # 18-85. (C. MARTIN, LUMUMBA)**
41. **ORDER AMENDING THE OFFICE OF THE CITY ATTORNEY FISCAL YEAR 2022-2023 BUDGET. (C.MARTIN, LUMUMBA)**
42. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE 4TH ANNUAL SOUTH JACKSON FESTIVAL AND PARADE. (GRIZZELL)**
43. **ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING A MINIMUM OF (6) DUMPTERS TO BE AVAILABLE FOR DUMPING IN EACH WARD DURING THE DURATION OF GARBAGE CRISIS. (STOKES)**
44. **ORDER OF CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING FREE DUMPING OF HOUSEHOLD GARBAGE AT CITY LANDFILL ON HWY I-55 SOUTH DURING GARBAGE CRISIS. (STOKES)**
45. **ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING NO SANITATION FEE COLLECTED ON WATER BILLS DURING GARBAGE CRISIS. (STOKES)**

DISCUSSION

46. **DISCUSSION: LIBRARIES. (STOKES)**
47. **DISCUSSION: JASCO. (STOKES)**
48. **DISCUSSION: CUSTOMER REIMBURSEMENT FOR "INTERRUPTED GARBAGE COLLECTION & WATER SERVICE." (HARTLEY)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

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

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

#3

OFFICE OF THE CITY ATTORNEY
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RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD NOVEMBER 22, 2022 FOR THE FOLLOWING CASES:

20-354	20-366	22-1402	22-1254	22-1980	22-104
21-723	21-615	22-146	22-229	22-882	22-590
22-1525	21-573	22-1433	22-796	21-1889	22-703

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

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

WHEREAS, hearings were held on November 22, 2022; and

WHEREAS, the hearing officer determined that notice was provided in accordance with Section 21-19-11 prior to the hearings; and

WHEREAS, after hearing testimony and reviewing evidence, the hearing officer made findings and recommendations for adjudication concerning certain parcels as follows:

- 1) **Case #20-354: Parcel #859-29** located at 3933 Lost Lake Cir.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$750.00. Ward 6

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

- 2) **Case #20-366: Parcel #857-18** located at 883 McCluer Rd.: After hearing testimony from owner **Bobby S. Jones**, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, **Bobby S. Jones** shall be afforded thirty (30) days, or until December 22, 2022, to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 6

Agenda Item No. **3**
April 11, 2023
(Dotson, Lumumba)

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

- 3) **Case #22-1402: Parcel #420-225** located at 1309 Geeston St.: The hearing officer heard testimony from the administrator of the estate of the property owner(s), **Sharon McKinnis**, and Attorney Marcus Williams. After hearing testimony, the hearing officer recommends that adjudication of the property as a menace to public health, safety, and welfare be held in abeyance. However, **Sharon McKinnis**, shall be afforded sixty (60) days, or until January 22, 2023, to cure. Ward 3

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

- 4) **Case #22-1254: Parcel #425-491** located at 3603 Lampton Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$750.00. Ward 3

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

- 5) **Case #22-1980: Parcel #425-477** located at 3610 Brame Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 6) **Case #22-104: Parcel #425-545** located at 3535 Mosley Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 7) **Case #21-723: Parcel #425-224** located at 3737 Mosley Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 8) **Case #21-615: Parcel #522-536** located at 732 Witsell Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 9) **Case #22-146: Parcel #427-12** located at 522 W. Northside Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$1,250.00. Ward 3

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

- 10) **Case #22-229: Parcel #806-195** located at 4449 W. Northside Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 2

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

- 11) **Case #22-882: Parcel #640-153** located at 507 E. Hillsdale Dr.: After hearing testimony from **Frank Hobson**, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, **Frank Hobson** shall be afforded seven (7) days to enter into a repair agreement, or until November 29, 2022. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 12) **Case #22-590: Parcel #308-210** located at 4245 Richmond Cir.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 13) Case #22-1525: Parcel #802-108** located at 6540 Franklin D. Roosevelt Dr.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$750.00. Ward 2

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

- 14) Case #21-573: Parcel #802-381** located at 6380 Abraham Lincoln Dr.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 2

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

- 15) Case #22-1433: Parcel #721-867** located at 6696 Glen Ridge Dr.: After hearing testimony from owner **Daisey Hunter**, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, **Daisey Hunter** shall be afforded thirty (30) days, or until December 22, 2022, to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Board up and secure, cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove the trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, and tires; and clean curbside.

- 16) Case #22-796: Parcel #15-42** located at 1203 Pinehurst Pl.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 17) Case #21-1889: Parcel #304-228** located at 750 Primos Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 5

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

18) Case #22-703: Parcel #304-170 located at 770 Primos Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 5

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

IT IS HEREBY ORDERED that the above parcels be adjudicated a menace to public health as recommended by the hearing officer.

IT IS HEREBY ORDERED that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

IT IS HEREBY ORDERED that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public, health, and safety using municipal resources or contract labor if the owners fail to do so.

IT IS HEREBY ORDERED that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

ITEM# _____
AGENDA _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

12/06/2022
DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	This is Community Improvement regular agenda for the City Council authority to clean private property.																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3. Who will be affected	All City of Jackson residents																																													
4. Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
5. Schedule (beginning date)	To be determined pending execution of contracts.																																													
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE																																													
7. Action implemented by: City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8. COST	To be determined pending execution of contracts.																																													
9. Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	COMMUNITY IMPROVEMENT DEVELOPMENT BLOCK GRANT FUNDS GENERAL FUNDS																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
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WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						

Department of Planning and Development
Community Improvement Division

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

MEMORANDUM

TO: Mayor Choke A. Lumumba

VIA: Chloe Dotson
Director, Planning, and Development

FROM: Community Improvement
Planning and Development

DATE: 11/22/22

RE: Agenda Item

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


Thank you for your consideration.


Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY


This RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD NOVEMBER 22, 2022 FOR THE FOLLOWING CASES: 20-354 20-366 22-1402 22-1254 22-1980 22-104 21-723 21-615 22-146 22-229 22-882 22-590 22-1525 21-573 22-1433 22-796 21-1889 22-703 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*
Kristie Metcalfe, *Deputy City Attorney* 



Date

OFFICE OF THE CITY ATTORNEY


#4

OFFICE OF THE CITY ATTORNEY
3/22/23

ORDER ACCEPTING THE BID OF FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION OF 3603 TERRY ROAD AND 0 SYKES ROAD FOR COMMUNITY IMPROVEMENT DEMO PROJECT 2023.02 AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC TO DEMOLISH STRUCTURES AND REMEDY CONDITIONS THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR PARCEL NUMBERS 626-118 AND 626-118-1- \$206,000.00. (WARD 6) (DOTSON, LUMUMBA)

WHEREAS, on March 2, 2021 the City Council approved a resolution declaring parcel number 626-118-1 to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on May 11, 2021 for case number CE-2021-1002; and

WHEREAS, on November 8, 2022, the City Council approved a resolution declaring parcel number 626-118 to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on October 11, 2022 for case number CE-22-751; and

WHEREAS, parcel number 626-118-1 and parcel number 626-118 are both located in Ward 6 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department solicited bids from vendors (1) to demolish and remove remains of dilapidated structures while leaving slabs and parking lots intact; (2) to backfill and compact the swimming pool; (3) to remove all trash, refuse, overgrown vegetation, and any other items to ensure property is clear and free of any and all health hazards; (4) to cut grass and weeds; and (5) to perform other professional services to remedy the conditions deemed to be a menace to public health, safety, and welfare on parcel numbers 626-118-1 and 626-118; and

WHEREAS, on February 21, 2023, the City of Jackson received three (3) sealed bids for demolition and cleaning of parcel numbers 626-118 and 626-118-1; and

WHEREAS, based on stated requirements, Four Seasons Enterprises, LLC submitted the only bid to be in compliance with the requirements to perform professional services for the sum of \$206,000.00; and

WHEREAS, the Department of Planning and Development recommends that the City accept the bid of Four Seasons Enterprises, LLC as the best bid and execute a contract.

IT IS, THEREFORE, ORDERED that the bid of Four Seasons Enterprises, LLC in the amount of \$206,000.00 is accepted, and the Mayor is authorized to execute a contract with Four Seasons Enterprises, LLC (1) to demolish and remove the remains of dilapidated structures while leaving slabs and parking lots intact; (2) to backfill and compact the swimming pool; (3) to remove all trash, refuse, overgrown vegetation, and any other items to ensure property is clear and free of

any and all health hazards; (4) to cut grass and weeds; and (5) to perform other professional services to remedy the conditions deemed to be a menace to public health, safety, and welfare on parcel number 626-118 located at 3603 Terry Road and parcel number 626-118-1 located at 0 Sykes Road for an amount not to exceed \$206,000.00.

Consent Agenda Item No.
April 11, 2023
(Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 3/16/2021
DATE

P O I N T S		C O M M E N T S			
1.	Brief Description/Purpose	Order accepting the bid of Four Seasons Enterprise LLC. for the demolition of 3603 terry road, and 0 Sykes Rd community improvement demo project 2023.02: Casa Grande Apartments and authorizing the mayor to execute a contract between the City of Jackson and advanced environmental consultants, inc., to demolish structures and remedy conditions that constitute a menace to public health, safety, and welfare according to Mississippi code annotated section 21-19-11 for parcels 626-118 and 626-118-1. - \$206,000.00. (Ward 6) (Dotson, Lumumba)			
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 Neighborhood Enhancement Economic Development Quality of Life			
3.	Who will be affected	All City of Jackson residents.			
4.	Benefits	Cleaning of these properties will remove threats to the health, safety and welfare of surrounding residents and visitors to the City while enhancing the neighborhood.			
5.	Schedule (beginning date)	To be determined pending execution of contract.			
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 6			
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION			
8.	COST	\$206,000.00			
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Fund 001-44470-6446			
10.	EBO participation	ABE _____ %	WAIVER	yes ___ no ___	N/A _____
		AABE _____ %	WAIVER	yes ___ no ___	N/A _____
		WBE _____ %	WAIVER	yes ___ no ___	N/A _____
		HBE _____ %	WAIVER	yes ___ no ___	N/A _____
		NABE _____ %	WAIVER	yes ___ no ___	N/A _____



Memo

To: Chokwe Lumumba, Mayor

From: Chloe Dotson, Director

Department of Planning and Development

Date: 3/1/2023

Re: Agenda Item

The attached agenda item is an Order requesting that the mayor accept the bid of Four Seasons Enterprise LLC and execute a contract with the same for the demolition of structures and cleaning of parcels 626-118 and 626-118-1 located at 3603 Terry Rd and 0 Sykes Rd declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

We respectfully request that you authorize acceptance of the bid and execution of the contract.

Thank you for your prompt consideration in this matter.


Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
3/29/23

OFFICE OF THE CITY ATTORNEY

This ORDER ACCEPTING THE BID OF FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION OF 3603 TERRY ROAD AND 0 SYKES ROAD FOR COMMUNITY IMPROVEMENT DEMO PROJECT 2023.02 AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC DEMOLISH STRUCTURES AND REMENDY CONDITIONS THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR PARCEL NUMBERS 626-118 AND 626-118-1- \$206,000.00 is legally sufficient for placement in NOVUS Agenda.


Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



4/4/23
Date

E B O Determination

Casa Grande Apartments Demolition

2023.02

February 27, 2023

Bidder: Solid Ground Dirt & lawn, LLC
Status: NON-COMPLIANT

<u>MBE</u>	<u>Total Utilization</u>
<i>FBE</i>	<i>0.00 %</i>
<i>AABE</i>	<i>7.19 %</i>
<i>NABE</i>	<i>0.00 %</i>
<i>HBE</i>	<i>0.00 %</i>
<i>ABE</i>	<i>0.00 %</i>

Bidder: Socrates Garrett Enterprises
Status: NON-COMPLIANT

<u>MBE</u>	<u>Total Utilization</u>
<i>FBE</i>	<i>4.89 %</i>
<i>AABE</i>	<i>0.00 %</i>
<i>NABE</i>	<i>0.00 %</i>
<i>HBE</i>	<i>0.00 %</i>
<i>ABE</i>	<i>0.37 %</i>

Bidder: Four Seasons Enterprises
Status: COMPLIANT

<u>MBE</u>	<u>Total Utilization</u>
<i>FBE</i>	<i>4.89 %</i>
<i>AABE</i>	<i>12.41 %</i>
<i>NABE</i>	<i>0.00 %</i>
<i>HBE</i>	<i>0.37 %</i>
<i>ABE</i>	<i>0.00 %</i>

IV. Official Bid Form

City of Jackson, Community Improvement

Official Bid Form

Community Improvement Project 2023.02: CASA GRANDE APARTMENTS

This is to certify that I have read the attached bidding documents completely, have inspected the sites and that the work to be furnished will meet or exceed the scope of work and specifications.

Company Name: Four Seasons Enterprise, LLC

Authorized Signature: Robert Sove

Authorized Agent Name: Robert Sove

Authorized Agent Title: owner

Address: 5822 Canton Park Dr.

Phone: 601-331-2828

Email: RLOVE_MHSM@yahoo.com

Date:

Bid for buildings A-F and building (626-118) \$ 168,000

Bid for building G located at 0 Sykes Rd (Parcel: 626-118-1) \$ 38,000

Bid Package Total: \$ 206,000

*(If bid is at or exceeds \$50,000 include COR# on envelope; if bid does not exceed \$50,000 include statement that "Bid does not exceed \$50,000" on envelope.)

*Include "Community Improvement Project 2023.02: CASA GRANDE APARTMENTS" on the outside of the envelope

*Submit two (2) copies of this Official Bid Form, two (2) copies of the Scope of Work Page, and two (2) copies of the EBO plan. (See appendix B).

*Along with a Certified Check or Bid Bond in the amount of 5% of the total project, submit a packet including the Official Bid Form, Scope of Work and EBO (See appendix B); plus 2 copies of the packet, each bound or stapled separately.

CITY OF JACKSON, MISSISSIPPI
Community Improvement Division

DEMOLITION CONTRACT

THIS AGREEMENT made by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter called ("CITY"), and Four Seasons Enterprise LLC. having its principal place of business at 4612 Medgar Evers Blvd Jackson MS 39213 and mailing address 4612 Medgar Evers Blvd Jackson MS 39213, hereinafter called the ("VENDOR.")

WHEREAS, the CITY is a corporate body politic organized and existing pursuant to the laws of the State of Mississippi;

WHEREAS, the City Council of Jackson, Mississippi passed resolutions on November 8, 2022 and March 2, 2021 which declared the property described in **Exhibit A** to be a menace to public health, safety, and welfare; and in such a state of disrepair to warrant the demolition and removal of any structure(s), building(s), attachment(s) and/or appurtenance(s) to said real property;

WHEREAS, the CITY, pursuant to the said November 8, 2022 and March 2, 2021 resolutions, has decided to retain contract labor for the demolition of the structure and removal of debris at the subject location after the owner refused to demolish and remove the structure; and

WHEREAS, the CITY estimated the cost for performing the work or solicited quotes for the performance of the work; and

WHEREAS, the VENDOR has agreed to perform the work based on the City's pre-determined cost or based on the quote submitted; and

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the CITY and the VENDOR agree as follows:

SECTION 1 – LABOR AND MATERIALS

Contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in **Exhibit A** and made a part hereof for the sum of \$206,000.00

SECTION 2 – NOTICE TO PROCEED

Vendor shall not begin the work to be performed until receipt of written Notice to Proceed, after which the Vendor shall complete the work within sixty (60) calendar days of the date of the Notice to Proceed attached in **Exhibit B**. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed.

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

Vendor shall comply with all appropriate specifications, including the general conditions

Revised March 31, 2020

provided separately to the Vendor and codes referred to therein, as well as all applicable and controlling Federal, Mississippi State and municipal law and permit reasonable inspection of all work by authorized inspectors.

SECTION 4 - INSURANCE

In carrying out the work herein proposed, the Vendor will maintain, at a minimum, the following insurance coverage:

- A. Vendor shall, at its expense, carry General Liability Insurance, with maximum bodily injury coverage of not less than \$500,000 aggregate and \$500,000 per occurrence, and property damage coverage of not less than \$500,000 aggregate and \$500,000 per occurrence.
- B. Vendor shall provide, at its expense, all applicable Mississippi Workman's Compensation insurance, unemployment compensation insurance, sickness and disability and/or social security insurance, and will comply with all local, state and federal laws and/or regulations relating to employment.
- C. Vendor shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits of not less than \$500,000 for one accident and Automotive Property Damage Insurance with maximum limits of not less than \$500,000 for one accident, to protect from all claims arising from the use of the following:
 - (1) Vendor's own automobiles, trucks and/or vehicles
 - (2) Hired automobiles, trucks and/or vehicles
 - (3) Automobiles, trucks and/or vehicles owned by subcontractors

The aforementioned is to cover use of automobiles, trucks and/or vehicles on and off the project sites.

- D. Vendor shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as a named insured and their servants, agents and employees as additional insured in amount not less than \$500,000 as well as property damage liability coverage in the amount of \$500,000 per occurrence and \$500,000 aggregate for all damages arising out of injury to or destruction of property during the policy period.
- E. Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.

The Vendor shall carry all insurance as prescribed herein and all policies shall be with companies satisfactory to the City. If a part of this contract is sublet, the Vendor shall require each Subcontractor to carry insurance of the same kinds and in like amounts carried by the prime Vendor.

Certificates of insurance shall state that thirty (30) days written notice will be given to the

City before the policy is canceled or changed. No Vendor or Sub-vendor will be allowed to start any work pertaining to the Agreement until certificates of all insurance required herein are filed with and approved by the City. The Certificates shall show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

Vendor shall comply with the provisions of 29 CFR Part 1926(OSHA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:

1. The Vendor shall contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
2. The Vendor shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.
3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
4. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
5. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.
6. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
7. The Vendor shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)
8. The Vendor shall comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.
9. The Vendor shall furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a

a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.

10. The vendor shall provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

SECTION 6 – PERMITS AND LICENSES

The Vendor must obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

SECTION 7 – DEBRIS AND MATERIAL REMOVAL

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor, unless specified otherwise in the "Request for Quotes." The Vendor shall also dispose of demolition debris in compliance with State and Federal laws. Vendor shall provide the City with receipts obtained in the disposal of demolition debris and all other materials removed from site.

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this Agreement except for entering into a subcontract for abatement of asbestos without the prior written consent of the other. Vendor is responsible for all work carried out by all sub-vendors.

Vendor shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the CITY or its designees or agents, members of the governing body of the CITY, any other public official of such locality who exercises any functions or responsibilities with respect to the Community Development Program giving rise to this contract during this or her tenure or for one year thereafter.

SECTION 9 – SUCCESSORS AND ASSIGNS

The Vendor binds itself, partners, successors, receivers, administrators, and assigns to the other party to this Agreement, and to the partners, successors, receivers, administrators, and assigns of each other party in respect of all of covenants this Agreement.

SECTION 10 – NOTICES

All notices, requests, demands, or other communications required by this Agreement, or desired to be given or made by either of the parties to the other hereto, shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

City of Jackson, Mississippi
Chokwe Antar Lumumba, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Vendor: Four Seasons Enterprise LLC
Robert Love
4612 Medgar Evers Blvd
Jackson MS 39213

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

- A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.
- B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Contractor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

SECTION 12 - FEDERAL GRANTS

In the event any federal grants or funding becomes available, the Vendor agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

This agreement shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the CITY be obligated to pay attorney's fees or the cost of legal action against the Vendor.

SECTION 14 - INDEMNIFICATION

The Vendor agrees to indemnify and hold CITY harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, including governmental and physician claims and creditor, reasonable attorney and other professional fees and costs arising out of or in connection with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the Vendor, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

The CONTRACTOR further agrees to indemnify and hold harmless the CITY for all penalties, fines and other obligations which may be imposed by regulatory agencies, including but not limited to, the Mississippi Department of Environmental Quality as a result of the Vendor's negligence or wrongful failure to perform.

SECTION 15 – GUARANTY

The Vendor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Vendor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the Vendor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The CITY will give notice of observed defects with reasonable promptness. In the event that the Vendor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the CITY may, after giving thirty (30) days notice to the Vendor, do so and charge the Vendor the cost thereby incurred. The CITY will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

SECTION 16 – NO AGENCY

The Vendor is an independent contractor providing services to the City and the employees, agents, and servants of the Vendor shall in no event be considered to be the employees, agents, or servants of the City. This Agreement is not intended to create an agency relationship between the Vendor and City.

SECTION 17 – HEADINGS

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the CITY that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. If the Vendor fails to complete the work within the Contract time or extension of time granted by the CITY, then the Vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents.
- D. The Vendor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Vendor has promptly given written notice of such delay to the CITY:
 - 1. To any preference, priority or allocation order duly issued by the CITY.
 - 2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the CITY, acts of another Contractor in the performance of a contract with the CITY, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
 - 3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).
- E. In the event that Vendor fails in any of its obligations under this Section, the CITY may take one or more of the following actions to protect its interests:
 - 1. Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;
 - 2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;

3. Debar Vendor from future work for CITY for a period not less than six (6) months. Vendor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or
4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to CITY for Vendor's failure to adhere to the requirements of this Section.

SECTION 19 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION

- A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.
- B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- F. The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 20 – TRAINING AND EMPLOYMENT OF LOWER INCOME RESIDENTS OF PROJECT AREA

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 1701-u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

SECTION 21 – PAYMENT

- A. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt of final invoice and certification of satisfactory completion by the Department of Community Improvement Division.
- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to Vendor.

SECTION 22 – GENERAL PROVISIONS

This contract embodies all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.

SECTION 23 - ACCEPTANCE

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

VENDOR'S SIGNATURE

Title _____

Date Executed: _____

THE CITY OF JACKSON

By: _____
Chokwe Antar Lumumba, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcels #626-118 and 626-118-1** bearing the physical address of **3603 Terry Rd** for **Cases #CE-22-751 and 2021-1002**:

1. Demolition of all structures leaving slabs and parking lots intact
2. Backfilling and compacting of swimming pool
3. All loose debris must be removed before backfilling pool
4. Removal of all trash and refuse, overgrown vegetation, and excess debris

The Contractor shall perform the following:

1. Protection of existing adjacent structures and property.
2. Restoration of finish grade where required by scope of work.
3. Removal from site of all excess debris.
4. Removal of all trash and refuse from site.
5. Removal of all overgrown vegetation.
6. Disconnecting, capping and sealing of existing sanitary service in accordance with instructions from the City's Director of Public Works.
7. Verify all utilities, prior to demolition, have been disconnected.

#5

BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was called by a majority of the City Council Members and notices having been placed by the Clerk of Council at 5:05 p.m. Friday, March 10, 2023 in the Clerk of Council's Office, electronic notifications to all Council Members, on the City's website and on the public bulletin board in City Hall, relative to: (1) Order acknowledging receipt of the Annual Comprehensive Financial Report/Single Audit and Audit of the State Tort Claims Fund for the Fiscal Year ended September 30, 2021. The meeting was convened in the Council Chambers located at 219 S. President Street at 3:00 p.m. on March 13, 2023 being the second Monday of said month, when and where the following things were had and done to wit:

Present: Council Members: Ashby Foote, Council President, Ward 1; Brian C. Grizzell, Ward 4; Vernon Hartley, Ward 5, Aaron Banks, Ward 6 and Virgi Lindsay, Ward 7. Directors: Louis Wright, Chief Administrative Officer; Fidelis Malembeka, Chief Financial Officer; Shanekia Mosley-Jordan, Clerk of the Council; Denise Fortner, Chief Deputy Clerk of Council; Sabrina Shelby, Chief Deputy Clerk of Council and Terry Williamson, Legal Counsel.

Absent: Angelique Lee, Council Vice President, Ward 2 and Kenneth I. Stokes, Ward 3.

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

ORDER ACKNOWLEDGING RECEIPT OF THE ANNUAL COMPREHENSIVE FINANCIAL REPORT/SINGLE AUDIT AND AUDIT OF THE STATE TORT CLAIMS FUND FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021.

IT IS HEREBY ORDERED that receipt of the Annual Comprehensive Financial Report/Single Audit and Audit of the State Tort Claims Fund for the fiscal year ended September 30, 2021, which was performed by Tann, Brown & Russ Co., PLLC, be acknowledged by the City Council.

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

President Foote recognized **Scott Hodges of Tann, Brown & Russ Co., PLLC, Fidelis Malembeka, Chief Financial Officer, and Sharon Thames, Deputy Director of Administration**, who provided a brief overview of said item.

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

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

There were no reports/announcements provided during the meeting.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular City Council Meeting at 10:00 a.m. on March 14, 2023. At 3:13 p.m., the Council stood adjourned.

SPECIAL MEETING OF THE CITY COUNCIL
MONDAY, MARCH 13, 2023 3:00 P.M.

724

PREPARED BY: _____

APPROVED: _____

CLERK OF COUNCIL

COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

#6

BE IT REMEMBERED that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on March 14, 2023, being the second Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Ashby Foote, Council President, Ward 1; Angelique Lee, Vice-President, Ward 2; Brian Grizzell, Ward 4; Vernon Hartley, Ward 5; Aaron Banks, Ward 6 and Virgi Lindsay, Ward 7. Directors: Chokwe Antar Lumumba, Mayor; Shanekia Mosley-Jordan, Clerk of Council, Sabrina Shelby, Chief Deputy Clerk of Council and Terry Williamson, Legal Counsel.

Absent: Kenneth Stokes, Ward 3.

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

The invocation was offered by **Pastor Donavon Thigpen of Word of Life Church**.

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

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

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
RENAMING GRIFFITH STREET TO JAMES H. MEREDITH DRIVE.**

There was no one who spoke in favor nor was there any opposition from the public.

President Foote requested that Agenda Item No. 11 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
RENAMING GRIFFITH STREET TO JAMES H. MEREDITH DRIVE.**

WHEREAS, Mr. James H. Meredith, an internationally recognized civil rights leader, trailblazer in higher education in the State of Mississippi, writer, political activist, and Air Force veteran; and

WHEREAS, Mr. James H. Meredith's life shall forever serve as a symbol of the fight for justice and the full exercise of equal rights under the law; and

WHEREAS, Mr. James H. Meredith and his legacy shall be enshrined by the designation of this street in his honor.

NOW, THEREFORE, BE IT ORDAINED that the Jackson City Council hereby renames Griffith Street to James H. Meredith Drive.

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

President Foote recognized **James Meredith**, who provided comments regarding his commitment to the City of Jackson and State of Mississippi.

Thereafter, **President Foote**, called for a vote of said item:

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

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

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
HONORARY RENAMING BAILEY AVENUE (FROM RIDGEWAY STREET TO
MAYS STREET) TO LESTER RICHMOND, SR. DRIVE.**

There was no one who spoke in favor nor was there any opposition from the public.

President Foote requested that Agenda Item No. 12 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
HONORARY RENAMING BAILEY AVENUE (FROM RIDGEWAY STREET TO
MAYS STREET) TO LESTER RICHMOND, SR. DRIVE.**

WHEREAS, The late Mr. Lester Richmond, Sr. an educator and former principal of Walton Elementary School, whose family continues to live in Jackson; and

WHEREAS, Mr. Lester Richmond, Sr. shall be remembered for his dedication to the students and community surrounding Walton Elementary School; and

WHEREAS, Mr. Lester Richmond, Sr. and his legacy shall be a recognizable part of history of the community by the designation of this street in his honor.

NOW, THEREFORE, BE IT ORDAINED that the Jackson City Council hereby honorary renames Bailey Avenue (from Ridgeway Street to Mays Street) to Lester Richmond, Sr. Drive.

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

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

President Foote requested that Agenda Item No. 35 be moved forward on the Agenda. Hearing no objections, the following was discussed:

DISCUSSION: SOLID WASTE BILLINGS/TED HENIFIN: President Foote expressed concerns regarding the billing roster for water/sewer and garbage. **President Foote** recognized **Ted Henifin, Third Party Administrator**, who expressed that updating parcels is a problem, but they were working to get complete the task so the City could retire the associated debt this year.

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD DECEMBER 6, 2022 FOR THE FOLLOWING CASES:

22-371	21-875	21-1774	22-1428	22-963	21-618
22-1736	21-1510	21-867	22-456	22-1214	22-1851
22-1561	22-2059	22-375			

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

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

WHEREAS, hearings were held on December 6, 2022; and

WHEREAS, the hearing officer determined that notice was provided in accordance with Section 21-19-11 prior to the hearings; and

WHEREAS, after hearing testimony and reviewing evidence, the hearing officer made findings and recommendations for adjudication concerning certain parcels as follows:

1) Case #22-371: Parcel #833-200-1 located at 5103 Robinson Rd.: After hearing testimony from Robert Tabb, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Robert Tabb shall be afforded thirty (30) days to enter into a repair agreement, or until January 5, 2023. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Remove trash and debris, remove inoperable vehicles or vehicles parked on grass.

2) Case #21-875: Parcel #833-13 located at 5072 Lurline Dr.: After hearing testimony from owner Shaw Larry, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Shaw Larry shall be afforded fourteen (14) days, or until December 20, 2022, to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings, remove trash and debris.

3) Case #21-1774: Parcel #639-198 located at 4440 Wear Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Board up and secure structure, cut grass, weeds, shrubbery, fence line, bushes, saplings; remove the trash and debris.

4) Case #22-1428: Parcel #96-83 located at 620 Erie St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

5) Case #22-963: Parcel #101-110 located at 720 Dr. Moton St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

6) Case #21-618: Parcel #728-41 located at 912 Pine Lake Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 2

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

7) Case #22-1736: Parcel #422-271 located at 3447 Bailey Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

8) Case #21-1510: Parcel #711-133 located at 5959 Whitestone Ct.: After hearing testimony from Bell Chandra & Taylor Randy, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Bell Chandra & Taylor Randy shall be afforded sixty (60) days to enter into a repair agreement, or until February 4, 2023. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 2

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

9) Case #21-867: Parcel #723-650 located at 5684 Highland Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings, remove trash and debris.

10) Case #22-456: Parcel #415-118 located at 1829 Avenue F.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

11) Case #22-1214: Parcel #94-128 located at 0 W. Bell St.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Remove trash and debris.

12) Case #22-1851: Parcel #802-83 located at 6597 Franklin D. Roosevelt Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Board up and secure structure, cut grass, weeds, shrubbery, fence line, bushes saplings; remove trash and debris. Remove inoperable vehicles or vehicles parked on grass.

13) Case #22-1561: Parcel #809-14 located at 532 Queen Park Cir.: After hearing testimony from Christopher Marshall, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Christopher Marshall shall be afforded thirty (30) days to enter into a repair agreement, or until January 5, 2023. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Remove inoperable vehicles or vehicles parked on the grass.

14) Case #22-2059: Parcel #422-280 located at 3403 Bailey Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

15) Case #22-375: Parcel #517-402 located at 5094 Woodmont Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings, remove trash and debris.

IT IS HEREBY ORDERED that the above parcels be adjudicated a menace to public health as recommended by the hearing officer.

IT IS HEREBY ORDERED that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

IT IS HEREBY ORDERED that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public, health, and safety using municipal resources or contract labor if the owners fail to do so.

IT IS HEREBY ORDERED that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

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

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

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

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD DECEMBER 20, 2022 FOR THE FOLLOWING CASES:

21-642	22-546	22-1796	22-1566	22-2174	22-2171
22-2160	21-1459	22-2204	22-1437	22-506	22-694
21-1580	22-1337	21-55	21-243	22-359	21-1617
21-1653					

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

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

WHEREAS, hearings were held on December 20, 2022; and

WHEREAS, the hearing officer determined that notice was provided in accordance with Section 21-19-11 prior to the hearings; and

WHEREAS, after hearing testimony and reviewing evidence, the hearing officer made findings and recommendations for adjudication concerning certain parcels as follows:

1) Case #21-642: Parcel #839-642 located at 1148 Marble St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Remove trash and debris. Board up and secure structure(s).

2) Case #22-546: Parcel #853-106 located at 613 Briarcliff Cir.: After hearing testimony from owner(s) Tommy Majekotunmi, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded seven (7) days until December 27, 2022 to enter into a repair agreement. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 6

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

3) Case #22-1796: Parcel #625-100 located at 330 W Leavell Woods Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Remove trash and debris.

4) Case #22-1566: Parcel #635-410 located at 1636 Camellia Dr.: After hearing testimony from owner(s) Darrin Manuel, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded seven (7) days until December 27, 2022 to enter into a repair agreement. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

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

5) **Case #22-2174: Parcel #606-399** located at 3032 Lasalle St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

6) **Case #22-2171: Parcel #606-402** located at 3050 Lasalle St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

7) **Case #22-2160: Parcel #606-398** located at 3092 Lasalle St.: After hearing testimony from owner(s) Sararu George, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded twenty-one (21) days until January 10, 2023 to enter into a repair agreement. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7

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

8) **Case #21-1459: Parcel #215-132** located at 1827 Waltham St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

9) **Case #22-2204: Parcel #626-537** located at 275 Sykes Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards and cut grass and weeds.

10) **Case #22-1437: Parcel #97-189** located at 428 Glendale St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

11) **Case #22-506: Parcel #100-65** located at 2566 Williamson Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days until January 19, 2023 to enter into a repair agreement. If there is a default and the City proceeds

with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00.
Ward 3

Scope of Work: Remove trash and debris. Remove inoperable vehicle(s) or vehicle(s) parked on grass.

12) Case #22-694: Parcel #101-110-1 located at 3001 Randolph St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded sixty (60) days until February 18, 2023 to enter into a repair agreement. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00.
Ward 3

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

13) Case #21-1580: Parcel #411-49 located at 2858 Queensroad Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance and be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

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

14) Case #22-1337: Parcel #411-92 located at 2831 Queensroad Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days until January 19, 2023 to enter into a repair agreement. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

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

15) Case #21-55: Parcel #104-139 located at 2215 Decatur St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

16) Case #21-243: Parcel #805-316 located at 6735 George Washington Dr.: After hearing testimony from owner(s) Wicks Bobby F Jr Et Al, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days until January 19, 2023 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes and saplings as needed. Remove trash and debris.

17) Case #22-359: Parcel #119-141 located at 267 Mount Vernon Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes and saplings as needed. Remove trash and debris.

18) Case # 21-1617: Parcel #129-110 located at 509 Eastview St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

19) Case # 21-1653: Parcel #821-316 located at 1447 Plum St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

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

IT IS HEREBY ORDERED that the above parcels be adjudicated a menace to public health as recommended by the hearing officer.

IT IS HEREBY ORDERED that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

IT IS HEREBY ORDERED that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health and safety using municipal resources or contract labor if the owners fail to do so.

IT IS HEREBY ORDERED that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

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

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

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

APPROVAL OF THE FEBRUARY 14, 2023 REGULAR COUNCIL MEETING MINUTES.

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

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

APPROVAL OF THE FEBRUARY 23, 2023 SPECIAL COUNCIL/CITIZEN'S AGENDA MEETING MINUTES.

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

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

Nays – None.
Absent – Stokes.

APPROVAL OF THE FEBRUARY 27, 2023 REGULAR ZONING COUNCIL MEETING MINUTES.

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

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

APPROVAL OF THE OCTOBER 17, 2022 REGULAR ZONING COUNCIL MEETING AMENDED MINUTES.

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

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

ORDER APPROVING CLAIMS NUMBER 28563 to 28617 APPEARING AT PAGES 314 TO 340 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$8,146,080.84 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 28563 to 28617 appearing at pages 314 to 340, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$8,146,080.84 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	1,756,733.07
TECHNOLOGY FUND	36,543.39
PARKS & RECR. FUND	58,203.97
BUSINESS IMPROV FUND (LANDSCP)	422,976.06
LANDFILL/SANITATION FUND	272,490.47
FIRE PROTECTION	38,000.00
STATE TORT CLAIMS FUND	257.87
WATER/SEWER OP & MAINT FUND	25,387.21
DISABILITY RELIEF FUND	1,785,150.98
EMPLOYEES GROUP INSURANCE FUND	150,364.18
KELLOGG FOUNDATION PROJECT	6,041.67
PAYROLL FUND	777.85
HOUSING COM DEV ACT (CDBG) FD	899.03
HOME PROGRAM FUND	13,259.19
H O P W A GRANT – DEPT. OF HUD	32,378.17
1% INFRASTRUCTURE TAX	444,352.89
TRANSPORTATION FUND	670,478.30
FONDREN BUSINESS IMPROV FUND	107,124.05

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 14, 2023 10:00 A.M.**

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09 TIF BOND FUND \$407000	36,512.00
P E G ACCESS – PROGRAMMING FUND	2,087.36
SIEMENS SETTLEMENT ACCOUNT	242,295.09
ESG COVID CARES ACT	3,487.28
CDBG COVID CARES	1,426.00
ZOOLOGICAL PARK	3,836.32
AMERICAN RESCUE PLAN ACT 2021	30,000.00
LIBRARY FUND	162,250.66
MDOT-CMPDD PROJECTS	1,842,767.78
TOTAL	<u>\$8,146,080.84</u>

Vice President Lee moved adoption; Council Member Lindsay seconded.

President Foote recognized Fidelis Malembeka, Chief Financial Officer, who provided a brief overview of the larger claims.

Thereafter, President Foote, called for a vote of said item:

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

**ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL
DEDUCTION CLAIMS NUMBERED 28563 TO 28617 AND MAKING
APPROPRIATION FOR THE PAYMENT THEREOF.**

IT IS HEREBY ORDERED that payroll deduction claims numbered 28563 to 28617 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$98,375.23 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND	TO PAYROLL FUND
GENERAL FUND		2,426,464.29
PARKS & RECR FUND		104,416.55
LANDFILL FUND		17,970.44
SENIOR AIDES		3,440.23
WATER/SEWER OPER & MAINT		219,664.29
PAYROLL	98,375.23	
HOUSING COMM DEV		8,218.37
TITLE III AGING PROGRAMS		5,982.40
TRANSPORTATION FUND		18,213.18
PEG ACCESS-PROGRAMMING FUND		5,482.95
2020 SAKI GRAND DOJ		7,405.71
ZOOLOGICAL PARK		30,378.37
AMERICAN RESCUE PLAN ACT 2021		10,581.25
TOTAL		\$2,858,218.03

Council Member Banks moved adoption; Council Member Hartley seconded.

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

Nays – None.
Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN MAGNOLIA RECYCLING AND THE CITY OF JACKSON, MISSISSIPPI FOR RECYCLING FOR THE DEPARTMENT OF MUNICIPAL CLERK-RECORDS MANAGEMENT FACILITY.

WHEREAS, pursuant to Section 21-15-37 of the Mississippi Code of 1972, as amended, the governing authorities of the City of Jackson, Mississippi, has the power and authority, in its discretion, to destroy or dispose of any records, documents, files, or papers, which are not required by law to be kept and preserved, or which is not desirable or necessary to keep and preserve in accordance with a records control schedule approved by the Local Government Records Committee; and

WHEREAS, on October 13, 2020, the City Council of Jackson, Mississippi, passed a resolution adopting a Revised City-wide retention schedule within the City of Jackson; and

WHEREAS, based on that adopted schedule, the Department of Municipal Clerk-Records Management Facility, City of Jackson, Mississippi ("City of Jackson"), needs to dispose of shredded materials; and

WHEREAS, Magnolia Recycling, located at 4643 Medgar Evers Blvd, has proposed the removal of bags of shredded materials and to provide on-site purge services; and

WHEREAS, Magnolia Recycling will provide 4x4x4 collapsible bins not to exceed 20 bins for bags of shredded materials at no cost for the Records Management facility located at 2525 Robinson Road, and will pick up bins when at least nine (9) to ten (10) bins are full at the request of the City of Jackson; and

WHEREAS, Magnolia Recycling proposes a 48-month agreement commencing on April 1, 2023, through March 31, 2025, to provide services at no cost to the City.

IT IS, THEREFORE, ORDERED that the Mayor is hereby authorized to execute a services agreement with Magnolia Recycling to remove shredded materials from the Department of Municipal Clerk-Records Management Facility and provide on-site shredding of materials for a 24-month term commencing on April 1, 2023, through March 31, 2025, with an option to renew at no cost to the City of Jackson.

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

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

Thereafter, **President Foote**, called for a vote of said:

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

ORDER REVISING THE FISCAL YEAR 2022-2023 BUDGET FOR THE DEPARTMENT OF MUNICIPAL CLERK.

WHEREAS, the Department of Municipal Clerk is in need of a budget revision to reallocate funds to secure professional digital conversion services and election supplies; and

WHEREAS, the Department of Municipal Clerk estimates that there are over 1,000 boxes of records in Records Management Facilities that will be transferred to Square Nine, and the paper documents will be shredded; and

WHEREAS, there is also a need for additional supplies for all future municipal elections, such as ballot bags; and

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

WHEREAS, the Department of Municipal Clerk represents that funds from Personal Services for Records Division will not be expended because an employee retired and another employee transferred to another department; therefore, these funds are not needed for the purpose of salaries; and

WHEREAS, the Department of Municipal Clerk recommends to the governing authorities for the City of Jackson that Fifty Thousand Dollars (\$50,000.00) be transferred to Other Professional Services and Supplies to secure professional digital conversion services and election supplies; and

WHEREAS, this intradepartmental transfer of Fifty Thousand Dollars (\$50,000.00) is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, as there have been no other budget amendments or revisions to the Fiscal Year 2022-2023 Budget for the Department of Municipal Clerk and this transfer does not exceed ten percent (10%) of the total budget amount appropriated to the Department of Municipal Clerk in the Fiscal Year 2022-2023 Budget.

IT IS, THEREFORE, ORDERED that the Department of Municipal Clerk Fiscal Year 2022-2023 budget be revised as follows:

From:	Amount
001-428.10-6111 (Personal Service)	(\$ 50,000.00)
To:	
001-428.00-6419 (Other Professional Services)	\$ 47,000.00
001-428-20-6218 (Supplies & Materials)	\$ 3,000.00
Total:	\$ 50,000.00

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

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

Nays – None.

Absent – Stokes.

ORDER AMENDING THE JANUARY 17, 2023 ACTION OF THE JACKSON CITY COUNCIL WHICH AUTHORIZED THE REVISION OF THE 2022-23 MUNICIPAL BUDGET OF THE JACKSON POLICE DEPARTMENT.

WHEREAS, the governing authorities for the City of Jackson authorized the revision of the municipal budget for the Jackson Police Department on January 17, 2023; and

WHEREAS, the order submitted to the Council contained an error in the second paragraph regarding the amount of the funds which would not be expended; and

WHEREAS, the second paragraph indicated that the unexpended amount would be \$673,561.81 and should have indicated that the unexpended amount would be \$682,110.10; and

WHEREAS, the order contained correct amounts for the accounts from which funds would be transferred but contained incorrect account numbers and amounts for the accounts receiving transfers; and

WHEREAS, the order incorrectly indicated the following information:

Account # receiving transfer	Amount received in account
001.442.10.6847	\$183,296.29
001.442.10.6852	\$208,081.70
001.442.10.6855	\$290,732.11
TOTAL \$682,110.10	

WHEREAS, the correct information for the accounts and sums to be transferred are indicated below:

Account # receiving transfer	Amount received in account
001.442.10.6855	\$12,800.00
001.442.10.6224	\$481,113.81
001.442.10.6419	\$ 4,900.00
001.442.10.6242	\$183,296.29
TOTAL \$682,110.10	

WHEREAS, the best interest of the City of Jackson would be served by amending the action taken by the Jackson City Council on January 17, 2023 concerning the revision of the Jackson Police Department’s budget as stated in this order; and

WHEREAS, the amendment will not exceed ten percent (10%) of the total amount appropriated and authorized to be expended in a particular fund or account and will not require publication.

IT IS HEREBY ORDERED that the January 17, 2023 action of the Council which authorized the revision of the municipal budget of the Jackson Police Department be amended to correct the amount of unexpended funds and the account and sums receiving transfers as noted.

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

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

Nays – None.

Absent – Stokes.

ORDER RATIFYING THE FUNDING GRANT AGREEMENT BETWEEN THE DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE CITY OF JACKSON AND AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS TO SUPPORT REPAIRS, RENOVATIONS, FURNISHING, AND EQUIPPING OF THE TOUGALOO SENIOR CENTER AND AUTHORIZING THE TRANSFER FUNDS IN THE AMOUNT OF \$68,125.00 FOR DFA-SB2971-TOUGALOO SENIOR CENTER.

WHEREAS, on July 20, 2021, the governing authorities for the City of Jackson, Mississippi adopted a resolution requesting the Department of Finance and Administration to adopt a resolution to declare the necessity for the issuance of state general obligation bonds for Tougaloo Senior Center; and

WHEREAS, Senate Bill No. 2971 was approved during the 2021 Regular Legislative Session and the Act authorized the issuance of state general obligation bonds to provide funds to assist in paying costs associated with the repair, renovation, furnishing, and equipping of the Tougaloo Senior Center; and

WHEREAS, a special fund, designated as the "2021 Tougaloo Senior Center Fund," was created within the State Treasurer. Monies deposited into the fund was disbursed, in the discretion of the Department of Finance and Administration, to assist in paying costs associated with repair, renovation, furnishing and equipping of the Tougaloo Senior Center; and

WHEREAS, in 2021, the City of Jackson and the Bond Advisory Division for the Department of Finance and Administration entered into a Funding Grant Agreement, a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, the Tougaloo Senior Center was awarded \$150,000.00 in grant funds which must be expended within thirty-six (36) months from the date of receipt from the State; and

WHEREAS, the City of Jackson maintains the Grant Funds in a separate bank account.

NOW, THEREFORE, BE IT RESOLVED by the governing authorities for the City of Jackson, Mississippi that Funding Grant Agreement between the Department of Finance and Administration and City of Jackson is hereby ratified and approved.

IT IS FURTHER ORDERED that funds be transferred in the amount of \$68,125.00 as follows:

To/From	Fund/Account Number	Amount
From:	403-433666812 (Building and Structures)	\$10,000
To:	403-433666218 (Office Supplies)	\$10,000
From:	403-433666812 (Building and Structures)	\$15,000
To:	403-433666240 (Living Room Furniture)	\$15,000
From:	403-433666812 (Building and Structures)	\$10,000
To:	403-433666221 (Recreational Items)	\$10,000
From:	403-433666812 (Building and Structures)	\$15,000
To:	403-433666242 (Computer/Printers)	\$15,000
From:	403-433666812 (Building and Structures)	\$18,125
To:	403-433666246 (Office Furniture)	\$18,125

Government

FUNDING GRANT AGREEMENT

This Funding Grant Agreement (hereinafter the "Grant") is entered into between the Department of Finance and Administration (hereinafter the "DFA") and the City of Jackson for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the City of Jackson in paying costs associated with the local project (hereinafter the "Project") specified in Section 43 of Senate Bill 2971, 2021 Regular Legislative Session, Laws of 2021 (hereinafter the "Act"). This Grant is entered into pursuant to, and subject to the terms of the Act, which authorizes a Grant not to exceed \$1,500,000 for the Project (the "Grant Funds"). (PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE GRANT FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT.)

RECITALS

WHEREAS, the Act establishes the 2021 Tougaloo Senior Center Fund for the purpose of providing funds to the City of Jackson to pay the costs of the Project; and

WHEREAS, pursuant to the Act, the State Bond Commission, on behalf of the State of Mississippi (hereinafter the "State"), issued general obligation bonds of the State (hereinafter the "Bonds") to fund the Project and certain other projects and programs; and

WHEREAS, the City of Jackson shall maintain the Grant Funds in a separate bank account; and

WHEREAS, the Act authorizes the DFA, within its discretion, to utilize funds in the 2021 Tougaloo Senior Center Fund for purposes of entering into this Grant to finance all or a portion of the Project; and

WHEREAS, the DFA has requested the City of Jackson to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent required by the State's bidding laws; and

WHEREAS, the City of Jackson agrees to make every effort to expend the Grant Funds within thirty-six (36) months from the date of receipt from the State; and

WHEREAS, the City of Jackson agrees that if Grant Funds are remaining at the completion of the Project, said funds shall be returned to the State to be applied to debt service on the Bonds; and

WHEREAS, the City of Jackson agrees to provide quarterly reports to the DFA that summarize the expenditures of the Grant Funds and also provide an update on the status of the Project. The quarterly reports must be provided on a form prescribed by the DFA and must include all invoices and bank statements associated with the reported expenditures. The first quarterly report shall be provided within ninety (90) days of the effective date of this Grant, and thereafter within thirty (30) days of each calendar quarter end. The City of Jackson shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of the Grant Funds,

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summarizing the expenditures and use of the proceeds upon completion of the Project and include all invoices that have not previously been submitted; and

WHEREAS, the DFA finds, consistent with the Act, that it is in the best interest of the DFA and the City of Jackson that the Grant Funds on deposit in the 2021 Tougaloo Senior Center Fund for the City of Jackson should be disbursed to City of Jackson and that the City of Jackson shall directly administer the expenditures of such Grant Funds for the Project.

NOW THEREFORE, IT IS MUTUALLY AGREED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE CITY OF JACKSON AS FOLLOWS:

SECTION 1. Each and all of the facts and findings set forth in the preamble clauses of the memorandum are hereby found and determined to be true and accurate and are incorporated herein by this reference thereto as though set forth again in words and figures.

SECTION 2. The DFA, pursuant to the Act, shall disburse the Grant Funds from the 2021 Tougaloo Senior Center Fund upon the written request of the City of Jackson to pay the costs associated with the Project.

SECTION 3. The City of Jackson certifies and agrees to use all Grant Funds received from the 2021 Tougaloo Senior Center Fund solely for the costs of the Project as set forth in the Act and upon the terms and provisions of this Grant. Failure on the part of the City of Jackson to adhere to this provision of the Grant may result in immediate action by the State to revoke the Grant and seek return of the Grant Funds.

SECTION 4. The City of Jackson agrees to spend the Grant Funds within thirty-six (36) months from the date of receipt. Failure on the part of the City of Jackson to adhere to this provision of the Grant may result in immediate action by the State to revoke the Grant and seek return of the Grant Funds.

SECTION 5. The City of Jackson agrees to properly and competitively procure procurement in accordance with State law. Failure to adhere may cause the DFA to revoke the Grant and seek return of the Grant Funds. Further, the City of Jackson agrees to maintain on file the documentation listed in Exhibit A attached hereto and incorporated herein, in accordance with the law and the recitals of this Grant.

SECTION 6. The City of Jackson agrees to provide the DFA quarterly notated reports as set forth hereinabove, in a format prescribed by the DFA. The first quarterly report shall be provided within ninety (90) days of the effective date of this Grant, and thereafter within thirty (30) days of each calendar quarter end. The City of Jackson shall also provide the DFA with a final report summarizing the expenditures and use of the Grant Funds proceeds no more than thirty (30) days after final expenditure of the Grant Funds.

SECTION 7. The City of Jackson agrees to maintain copies of all invoices, bank statements and similar documentation for each expenditure of all funds received from the 2021 Tougaloo Senior Center Fund sufficient to satisfy and confirm, to DFA's satisfaction, that such Grant Funds have been expended solely for the costs of the Project as authorized and provided by the Act.

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SECTION 8. The City of Jackson agrees to administer the Project with respect to construction to be completed in accordance with the state procurement laws.

SECTION 9. The City of Jackson agrees that if any Grant Funds are remaining at the completion of the Project, the remaining Grant Funds shall be returned to the State to be applied to debt service.

SECTION 10. All notices or information pursuant to this Grant shall be provided as follows:

City of Jackson
Attn: Chelwa Antar Lumsden, Mayor
Post Office Box 17
Jackson, Mississippi 39205-0017
Phone: 601-960-1137
Email: chelwa@cityofjackson.com

Department of Finance and Administration
Attention: Bond Advisory Division
501 North West Street, Suite 1301A
Jackson, Mississippi 39201
Phone: (601) 359-3402
Fax: (601) 359-2405
Email: bondadvisory@mississippi.gov

SECTION 11. This GRANT shall be effective from and after the final signature date

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

By:  Date: 11-23-21
Lia Welch, Executive Director

CITY OF JACKSON

By:  Date: 11-23-21
Chelwa Antar Lumsden, Mayor

EXHIBIT A

Vice President Lee moved adoption; Council Member Grizzell seconded.

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE NINE (9) BUSINESS CLASS SERVICE ORDER AGREEMENTS TO INSTALL COMCAST HIGH SPEED INTERNET WITH WI-FI AT BATTLEFIELD COMMUNITY CENTER, GROVE PARK COMMUNITY CENTER, JAYNE AVENUE COMMUNITY CENTER, VERGY P. MIDDLETON COMMUNITY CENTER, CHAMPION GYMNASIUM, KURT’S GYMNASIUM, MEDGAR EVERS GYMNASIUM, SYKES GYMNASIUM, AND WESTSIDE GYMNASIUM, NECESSARY FOR THE INSTALLATION OF SECURITY CAMERAS.

WHEREAS, Section 21-17-3 of the Mississippi Code vests the care, management, and control of municipal affairs and properties in the governing authorities of municipalities; and

WHEREAS, the City of Jackson has multiple gymnasiums and community centers managed by the Department of Parks and Recreation as follows: (1) Battlefield Community Center (2) Grove Park Community Center (3) Jayne Avenue Community Center (4) Vergy P. Middleton Community Center; (5) Champion Gymnasium; (6) Kurt’s Gymnasium; (7) Sykes Gymnasium; (8) Medgar Evers Gymnasium; and (9) Westside Gymnasium; and

WHEREAS, the safeguarding of municipal property and patrons is of paramount concern to the Department of Parks and Recreation; and

WHEREAS, installing high speed internet service with Wi-Fi capability will facilitate the installation of a security system that includes cameras and is recommended; and

WHEREAS, the Department of Parks and Recreation had discussion with a representative of Comcast concerning the feasibility of installing high speed internet with Wi-Fi at the aforementioned named facilities; and

WHEREAS, Comcast submitted a package proposal known as the Data, Security Edge Package for each of the sites at the monthly rate of \$120.00 per month for each location; and

WHEREAS, in addition to the monthly charge of \$120.00, an additional charge of \$24.95 per month for static IP and equipment fee of \$19.95 per month applies for each location; and

WHEREAS, the total monthly charges per location is \$164.90; and

WHEREAS, in addition to the monthly charge, there is a one-time professional installation charge of \$129.95 for each location; and

WHEREAS, the term of the agreement will be for a period of 24 months; and

WHEREAS, in addition to the Service Order Agreement containing the aforementioned provisions, the agreement with Comcast also consists of a Business Services Customer Terms and Conditions and any jointly executed amendments entered under the Agreement; and

WHEREAS, the Office of the City Attorney retrieved the Business Services Customer Terms and Conditions located at <https://business.comcast.com/terms-conditions-smh> and reviewed same; and

WHEREAS, the Office of the City Attorney recommends that the following provisions be deleted from the Terms and Conditions: (a) *Article 1A – Changes to the Agreement Terms*; (b) *Article 2 Provision 3.9*; (c) *Article 4 Provision 4.2*; (d) *Article 6 Provisions 6.1, 6.2, and 6.6*; (e) *Article 7 Provision 7.1, 7.2*, (f) *Article 7A all provisions*; and

WHEREAS, the Office of the City Attorney has recommended that the aforementioned provisions be deleted because they either are prohibited by the laws of the State of Mississippi or are not in the best interest of the City; and

WHEREAS, the total cost of the service for *each location* is as follows: (Regulatory recovery fee and other applicable charges extra and subject to change.)

Months 1 – 24			
	Qty.	Price	TOTAL
Data Package (Business Internet 300 Plus)	9	\$120.00	\$1,080.00
Business Internet - Static IP-5	9	\$24.95	\$224.55
Equipment Fee – Package Equipment Fee	9	\$19.95	\$179.55
Sub-Total Equipment & Additional Services.....		\$44.90	\$413.10
Total Monthly Service Charge.....		\$164.90	\$1,484.10

Non-Recurring Charges		
	Qty.	Price
Professional Installation	9	\$129.95
Total Charges.....		\$1,169.55

WHEREAS, the best interest of the City of Jackson would be served by authorizing the Mayor to execute nine (9) separate agreements for the installation of high speed internet furnished by Comcast at (1) Battlefield Community Center (2) Grove Park Community Center (3) Jayne Avenue Community Center (4) Vergy P. Middleton Community Center; (5) Champion Gymnasium; (6) Kurt’s Gymnasium; (7) Sykes Gymnasium; (8) Medgar Evers Gymnasium; and (9) Westside Gymnasium.

IT IS, THEREFORE, ORDERED that a one -time professional installation fee of \$129.95 per site or location may be paid. The total professional installation fees paid shall not exceed \$1,169.55.

IT IS, THEREFORE, ORDERED that a monthly service charge of \$164.90 per location may be paid. The total monthly service charges for the installation of high speed internet at the nine (9) locations shall not exceed \$1,484.10.

IT IS, THEREFORE, ORDERED that the following provisions of the Terms and Conditions document be amended to delete the following provisions: (a) *Article 1A – Changes to the Agreement Terms*; (b) *Article 2 Provision 3.9*; (c) *Article 4 Provision 4.2*; (d) *Article 6 Provisions 6.1, 6.2, and 6.6*; (e) *Article 7 Provision 7.1, 7.2*, (f) *Article 7A all provisions*;

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute the Service Order Agreements for each of the nine (9) locations where high speed internet service will be installed.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute an Amendment to the Terms and Condition’s document which confirms the deletion of the provisions referenced for each of the applicable nine (9) locations.

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

President Foote recognized **Ison Harris, Director of Parks and Recreation**, who provided a brief overview of said item.

Thereafter, **President Foote**, called for a vote of said item:

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

ORDER INCREASING THE HOURLY RATE OF COMPENSATION FOR SCOREKEEPERS, REFEREES, AND UMPIRES IN THE DEPARTMENT OF PARKS AND RECREATION.

WHEREAS, the Department of Parks and Recreation Athletics Division has athletic programming where it engages scorekeepers, referees, and umpires to provide services; and

WHEREAS, the scorekeepers, referees, and umpires are not employees of the City of Jackson but are independent contractors; and

WHEREAS, the hourly rate of compensation paid to scorekeepers and sports official was last established by the governing authorities for the City of Jackson on March 3, 2020; and

WHEREAS, the action taken by the governing authorities on March 3, 2020 appears in Minute Book 6Q at Page 552-553; and

WHEREAS, the March 3, 2020 action of the governing authorities established the hourly rate of compensation for scorekeepers at \$9.50; and

WHEREAS, the March 3, 2020 action of the governing authorities established the hourly rate of compensation for undefined sports officials to be \$20.50; and

WHEREAS, the March 3, 2020 action of the governing authorities established the hourly rate of compensation for undefined youth baseball officials to be \$22.50; and

WHEREAS, the Department of Parks and Recreation believes that the best interest of the City of Jackson would be served by increasing the hourly rate of compensation for scorekeepers; and

WHEREAS, the Department of Parks and Recreation also believes that the best interest of the City of Jackson would be served by creating a uniform hourly rate of compensation and increasing the rate of compensation for all sports officials without reference to adult or youth programs; and

WHEREAS, sports officials are defined as referees and umpires; and

WHEREAS, the Department of Parks and Recreation recommends that the compensation of scorekeepers be increased by \$1.50 from \$9.50 to \$11.00; and

WHEREAS, the Department of Parks and Recreation recommends that the compensation of the identified sports officials be uniform and set at \$25.00 per hour; and

WHEREAS, the Department of Parks and Recreation Athletics Division holds youth basketball, adult male basketball (18 and older), and adult male basketball (35 and older), twice a year; and

WHEREAS, the Department of Parks and Recreation Athletics Division holds youth baseball, youth flag football, adult softball, and women’s basketball, once a year; and

WHEREAS, the Department of Parks and Recreation Athletics Division has decided to decrease the youth and all adult male basketball leagues to once a year; and

WHEREAS, the decrease in youth and adult male basketball will allow for the increase in hourly pay rates for scorekeepers and sports officials; and

WHEREAS, the Department of Parks and Recreation Athletics Division is requesting the increase in hourly pay rate for scorekeepers and sports officials for a period of three (3) years.

IT IS, THEREFORE, ORDERED that the hourly compensation of scorekeepers be increased from \$9.50 to \$11.00 per hour.

IT IS, THEREFORE, ORDERED that the hourly compensation of the defined sports officials be uniform and established at \$25.00 per hour.

IT IS, THEREFORE, ORDERED that the hourly rates of compensation set forth in this order are subject to the Department of Parks and Recreation decreasing the youth and adult male basketball league to once a year.

IT IS, THEREFORE, ORDERED that the effective date of the compensation change shall be thirty (30) days following the approval of this order and subject to the decrease in youth and adult male basketball league implementation.

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

President Foote recognized **Ison Harris, Director of Parks and Recreation**, who provided a brief overview of said item.

Thereafter, **President Foote**, called for a vote of said item:

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE REDEEMER'S SCHOOL INC. TO UTILIZE DRIVING RANGE AND PUTTING GREENS OF THE PETE BROWN GOLF FACILITY LOCATED AT 3200 WOODROW WILSON DRIVE.

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

WHEREAS, an opinion issued by the Mississippi Attorney General to Lawrence E. Hahn on June 11, 2010 stated that a municipality may authorize the use of municipal facilities or property so long as a uniform use policy in existence for such use and provided the policy passes constitutional muster and is applied consistently to all individuals or groups using the space in the facilities; and

WHEREAS, the City of Jackson has a public golf facility known as the Pete Brown Golf Facility; and

WHEREAS, the City of Jackson has a policy which does not charge admission to youths age 17 and under for use of the Pete Brown Golf Facility; and

WHEREAS, The Redeemer's School Inc., is a non-profit corporation created on May 22, 2014 and is in good standing according to information appearing on the Mississippi Secretary of State's website; and

WHEREAS, The Redeemer's School Inc., has youths under age 17 interested in or participating in its golfs programming; and

WHEREAS, The Redeemer's School Inc., approached the Department of Parks and Recreation concerning the feasibility of utilizing the putting greens and driving range of the Pete Brown Golf Facility on Tuesdays and Thursdays from 3:30 p.m. to 5:00 p.m.; and

WHEREAS, The Director of the Department of Parks and Recreation has evaluated the The Redeemer's School Inc's request and determined that preference for use of the putting greens and driving range will not substantially impact use by fee paying patrons of the facility; and

WHEREAS, The Redeemer's School Inc., will release, indemnify and hold the City, its officers, agents, and employees harmless from any claims for bodily injury or property damage arising out of the use of the Pete Brown Golf Facility; and

WHEREAS, The Redeemer's School Inc., will indemnify the City against all damages, liabilities, expenses, and losses arising out of its use of the facilities; and

WHEREAS, The Redeemer's School Inc. will provide the City of Jackson with a Certificate of Liability Insurance naming the City of Jackson as a co-insured with combined limits of not less than one million dollars (\$1,000,000) for bodily injury and property damage; and

WHEREAS, The Redeemer's School Inc.'s use of the facility will be non-exclusive; and for a limited period commencing March 1, 2023 and ending on May 5, 2023; and

WHEREAS, The Redeemer's School Inc. will not be required to pay fees for use of the facility's on Tuesday and Thursdays from 3:30 p.m. to 5:00 p.m. consistent with municipal policy which does not charge fees to youths age 17 and under; and

WHEREAS, the best interest of the City of Jackson would be served by allowing use of the Pete Brown Golf Facility as indicated because the use promotes the facility and encourages patronage by adults responsible for supervising the youth's activities.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute an agreement with The Redeemer's School Inc. for use of the Pete Brown Golf Facility putting greens and driving range on Tuesdays and Thursdays from 3:30 p.m. – 5:00 p.m. for a limited period commencing on March 1, 2023 and ending May 5, 2023.

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

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

Nays – None.

Absent – Stokes.

ORDER INCREASING THE HOURLY RATE OF COMPENSATION FOR LIFEGUARDS AND POOL MANAGERS IN THE DEPARTMENT OF PARKS AND RECREATION.

WHEREAS, the Department of Parks and Recreation Athletics Division has aquatic programming where it engages lifeguards and pool managers to provide services; and

WHEREAS, the lifeguards and pool managers are seasonal employees of the City of Jackson; and

WHEREAS, the hourly rate of compensation paid to the lifeguards and pool managers was last established by the governing authorities for the City of Jackson on December 18, 2018; and

WHEREAS, the action taken by the governing authorities on December 18, 2018 appears in Minute Book 60 at Page 236; and

WHEREAS, the December 18, 2018 action of the governing authorities established the hourly rate of compensation for lifeguards at \$12.50; and

WHEREAS, the December 18, 2018 action of the governing authorities established the hourly rate of compensation for pool managers to be \$15.50; and

WHEREAS, the Department of Parks and Recreation believes that the best interest of the City of Jackson would be served by increasing the hourly rate of compensation for the lifeguards and pool managers; and

WHEREAS, the Department of Parks and Recreation recommends that the compensation of the lifeguards be increased by \$5.00 from \$12.50 to \$17.50; and

WHEREAS, the Department of Parks and Recreation recommends that the compensation of the pool managers be increased by \$5.00 from \$15.50 to \$20.50 per hour; and

WHEREAS, the Department of Parks and Recreation Athletics Division holds aquatic programming yearly, during the months of May through August.

IT IS, THEREFORE, ORDERED that the hourly compensation of the lifeguards be increased from \$12.50 to \$17.50 per hour.

IT IS, THEREFORE, ORDERED that the hourly compensation of the pool managers be increased from \$15.50 to \$20.50 per hour.

IT IS, THEREFORE, ORDERED that the hourly compensation for the lifeguards and pool managers be paid from account number 005-501.80-6112.

IT IS, THEREFORE, ORDERED that the effective date of the compensation change shall be thirty (30) days following the approval of this order.

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

President Foote recognized **Ison Harris, Director of Parks and Recreation**, who provided a brief overview of said item.

Thereafter, **President Foote**, called for a vote of said item:

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT AND RELATED DOCUMENTS TO THE AGREEMENT WITH MICHAEL BAKER INTERNATIONAL TO EXTEND THE TIME NEEDED TO COMPLETE THE BUS STOP IMPROVEMENT PROGRAM OF THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN).

WHEREAS, the City of Jackson, Mississippi (“City”), determined that it was in the City’s best interest to seek a professional company for site design, engineering, and project management services for bus shelters, bus stop signs and associated improvements; and

WHEREAS, on June 11, 2019, Minute Book 6P, pages 265-266, the governing authorities authorized the Mayor to execute an agreement with Michael Baker International to provide site design, engineering, and project management for the bus stop improvement program at a total cost not to exceed \$88,309.92; and

WHEREAS, on August 4, 2020, Minute Book 6R, pages 379-380, the governing authorities authorized the Mayor to execute Extension#1 with Michael Baker International to provide site design, engineering, and project management for the bus stop improvement program at a total cost not to exceed \$68,394.32; and

WHEREAS, on August 17, 2021, Minute Book 6T, pages 425-426, the governing authorities authorized the Mayor to execute Extension#2 with Michael Baker International to provide site design, engineering, and project management for the bus stop improvement program at a total cost not to exceed \$44,180.24; and

WHEREAS, on July 5, 2022, Minute Book 6V, pages 275-276, the governing authorities authorized the Mayor to execute Extension#3 with Michael Baker International to provide site design, engineering, and project management for the bus stop improvement program at a total cost not to exceed \$44,180.24; and

WHEREAS, due to delays in acquiring the bus stop improvement construction contract and material supply and delivery delays, Michael Baker International experienced a delay in providing project management and final project closeout; and

WHEREAS, there is \$44,180.24 remaining from the original contract cost; therefore, no additional cost to extend the time needed to complete the bus improvement project; and

WHEREAS, acknowledging that neither the scope of work nor the cost has changed, the Department of Planning and Development, through its Transit Division, has determined that it is in the best interest of the City to continue to utilize the services of Michael Baker International until the bus stop improvement project is completed; and

WHEREAS, the Transit Division is recommending that the governing authorities authorize the Mayor to execute an amendment and related documents to the agreement with Michael Baker International to extend the time needed to complete the bus improvement project, with no change in the scope of work or the original cost.

IT IS, THEREFORE, ORDERED that the governing authorities hereby authorize the Mayor to execute an amendment and related documents to the agreement with Michael Baker International to extend the time needed to complete the bus stop improvement project for an additional three (3) months expiring on April 30, 2023.

IT IS FURTHER ORDERED that the Transit Division is authorized to pay Michael Baker International the \$44,180.24 remaining from the original contract to complete the bus stop improvement project under the same terms and conditions as the original contract.

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

President Foote recognized **Chloe Dotson, Director of Planning and Development**, who provided a brief overview of said item.

Thereafter, **President Foote**, called for a vote of said item:

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

ORDER AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON AND THE NATIONAL LEAGUE OF CITIES INSTITUTE NLC ENTREPRENEURSHIP INCLUSION AND NLC KIVA MICROLENDING.

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

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

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

WHEREAS, the City of Jackson can apply on February 1, 2023 until March 31, 2023, to receive fifteen thousand dollars (\$15,000.00) for project planning from NLC Entrepreneurship Inclusion and fifteen thousand dollars (\$15,000.00) for NLC KIVA Microlending to build a platform for microlending in our community to serve entrepreneurs without access to traditional financing; and

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

WHEREAS, the City of Jackson finds it reasonable to partner with NLC-NLC Entrepreneurship Inclusion and NLC KIVA Microlending to share and exchange resources, thus enhancing the effectiveness of the OED and how we provide resources to our business community.

NOW, THEREFORE, IT IS HEREBY ORDERED that the Mayor is authorized to execute a Memorandum of Understanding (MOU) with the National League of Cities Institute to apply for and accept grant funds in an amount not to exceed thirty thousand dollars (\$30,000.00) for participation in the NLC Entrepreneurship Inclusion Program and NLC KIVA Microlending Program.

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

President Foote recognized Chloe Dotson, Director of Planning and Development, and Michael Davis, Manager of the Business Development Division, who provided a brief overview of said item.

Thereafter, President Foote, called for a vote of said item:

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO AMEND SIX ANTENNA SITE LICENSE AGREEMENTS WITH POWERTEL/MEMPHIS, INC. F/K/A T-MOBILE SOUTH LLC TO MODIFY EQUIPMENT AND INCREASE LICENSEE FEES AT SIX TOWER SITES WITHIN THE CITY OF JACKSON.

WHEREAS, Mississippi Code of 1972, Annotated, Section 21-17-5(1) vests the care, management, and control of the municipal affairs and its property and finances with the governing authorities; and

WHEREAS, Mississippi Code of 1972, Annotated, Section 21-17-5(1) authorizes the governing authorities of the municipality to adopt an order concerning municipal affairs, property, and finances which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

WHEREAS, the Department of Information Technology, through the Telecommunications Division, needs to amend the Antenna Site License Agreements with Powertel/Memphis, Inc., a Delaware corporation f/k/a T-Mobile South LLC, a Delaware limited liability company that will modify T-Mobile’s equipment and increase the monthly license fees at the towers located at 3792 I-55 South Frontage Road, 5383 Watkins Drive, 1921 West Northside Drive, 4943 Clinton Boulevard, 2437 McFadden Road, also 1242 Wiggins road; and

WHEREAS, T-Mobile, with its principal office located at 12920 SE 38th Street Bellevue, WA 98006, has proposed the following provisions for the tower located at the FS 12/ Site#5 Tower:

- a) Commencing on the first (1st) day of the month following the installation of the Licensee’s modified equipment, the monthly License Fee shall increase by Two Hundred Twenty and 50/100th Dollars (\$220.50). The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- b) The parties agree that Verizon is authorized to modify its equipment described in Exhibit A attached hereto and incorporated herein by reference.

WHEREAS, T-Mobile, with its principal office located at 12920 SE 38th Street Bellevue, WA 98006, has proposed the following provisions for the tower located at the FS 15/Site#19 Tower:

- c) Commencing on the first (1st) day of the month following the installation of the Licensee’s modified equipment, the monthly License Fee shall increase by Two Hundred Twenty-Five and 50/100th Dollars (\$225.00). The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- d) The parties agree that Verizon is authorized to modify its equipment described in Exhibit A attached hereto and incorporated herein by reference.

WHEREAS, T-Mobile, with its principal office located at 12920 SE 38th Street Bellevue, WA 98006, has proposed the following provisions for the tower located at the FS 21/ Site#8 Tower:

- e) Commencing on the first (1st) day of the month following the installation of the Licensee’s modified equipment, the monthly License Fee shall increase by Three Hundred and 00/100th Dollars (\$300.00). The parties agree to acknowledge the License Fee Increase Commencement Date in writing.

f) The parties agree that Verizon is authorized to modify its equipment described in Exhibit A attached hereto and incorporated herein by reference.

WHEREAS, T-Mobile, with its principal office located at 12920 SE 38th Street Bellevue, WA 98006, has proposed the following provisions for the tower located at (HICO) Site#13 Tower:

g) Commencing on the first (1st) day of the month following the installation of the Licensee's modified equipment, the monthly License Fee shall increase by Three Hundred Sixty-Eight and 50/100th Dollars (\$268.50). The parties agree to acknowledge the License Fee Increase Commencement Date in writing.

h) The parties agree that Verizon is authorized to modify its equipment described in Exhibit A attached hereto and incorporated herein by reference.

WHEREAS, T-Mobile, with its principal office located at 12920 SE 38th Street Bellevue, WA 98006, has proposed the following provisions for the tower located at FS 24/Site#11 Tower:

i) Commencing on the first (1st) day of the month following the installation of the Licensee's modified equipment, the monthly License Fee shall increase by Two Hundred Eighty-Five and 00/100th Dollars (\$285.00). The parties agree to acknowledge the License Fee Increase Commencement Date in writing.

j) The parties agree that Verizon is authorized to modify its equipment described in Exhibit A attached hereto and incorporated herein by reference.

WHEREAS, T-Mobile, with its principal office located at 12920 SE 38th Street Bellevue, WA 98006, has proposed the following provisions for the tower located at (SAVANNAH Exit90A)/Site#16 Tower:

k) Commencing on the first (1st) day of the month following the installation of the Licensee's modified equipment, the monthly License Fee shall increase by Three Hundred and 00/100th Dollars (\$300.00). The parties agree to acknowledge the License Fee Increase Commencement Date in writing.

l) The parties agree that Verizon is authorized to modify its equipment described in Exhibit A attached hereto and incorporated herein by reference.

WHEREAS, all covenants, terms, and obligations of the agreements previously entered into between the parties are not modified by the proposed amendments and the terms and the provisions of the amendments shall control in the event of any inconsistency or discrepancy between the agreement and the amendments.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute the First Amendment to Antenna Site License Agreement for the property at FS 12 Tower/ Site#5, located at 2437 McFadden Road, Jackson, Hinds County, Mississippi, 39204.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute the First Amendment to Antenna Site License Agreement for the property at FS 15 Tower/Site#19, located at 4943 Clinton Boulevard, Jackson, Hinds County, Mississippi, 39209.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute the Fourth Amendment to Antenna Site License Agreement for the property at FS 21 Tower/ Site#8, located at 5383 Watkins Drive, Jackson, Hinds County, Mississippi, 39206.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute the Fifth Amendment to Antenna Site License Agreement for the property at Site#13, located at 1921 West Northside Drive, Jackson, Hinds County, Mississippi, 39213.

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute the First Amendment to Antenna Site License Agreement for the property at FS 24 Tower/ Site#11, located at 1242 Wiggins Road, Jackson, Hinds County, Mississippi, 39209.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute the Fifth Amendment to Antenna Site License Agreement for the property at (SAVANNAH Exit90A)/Site#16, located at 3792 I-55 South Frontage Road, Jackson, Hinds County, Mississippi, 39212.

IT IS FURTHER ORDERED that the Mayor may perform those actions necessary to effect the purpose of this Order with the exception of expending municipal funds without further approval of the Jackson City Council.

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

President Foote recognized **Muriel Reid, Director of Information Technology**, who provided a brief overview of said item.

Thereafter, **President Foote**, called for a vote of said item:

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO AMEND ONE ANTENNA SITE AGREEMENTS WITH NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR THE INSTALLATION OF ADDITIONAL LTE ANTENNAS.

WHEREAS, Mississippi Code of 1972, Annotated, Section 21-17-5(1) vests the care, management, and control of the municipal affairs and its property and finances with the governing authorities; and

WHEREAS, Mississippi Code of 1972, Annotated, Section 21-17-5(1) authorizes the governing authorities of the municipality to adopt an order concerning municipal affairs, property and finances with are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

WHEREAS, the Department of Information Technology, through the Telecommunications Division, needs to amend the Antenna Site License Agreements with New Cingular Wireless PCS, LLC, a Delaware limited liability company, to install additional LTE antennas to cell tower site located at 1942 Canton Mart; and

WHEREAS, New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor Atlanta, GA 30319, has proposed the following provisions for the tower located at 1942 Canton Mart (Site# 6/FS 17):

- a) Commencing on the first (1st) day of the month following the installation of the Licensee’s modified equipment, the monthly License Fee shall increase by Two Hundred Thirteen and 00/100th Dollars (\$213.00) per month. The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- b) The parties agree that Licensee is authorized to modify is equipment described in Exhibit A-8 attached hereto and incorporated herein by reference.

WHEREAS, all covenants, terms, and obligations of th agreements previously entered into between the parties are not modified by the proposed amendments and the terms and the provisions of the amendments shall control in the event of any inconsistency or discrepancy between the agreement and the amendments.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to amend the eighth Antenna Site License Agreement for the property located at 1942 Canton Mart (Site# 6/ FS 17), Jackson, Hinds County, Mississippi, 39211.

IT IS FURTHER ORDERED that the Mayor may perform those actions necessary to effect the purpose of this Order with the exception of expending municipal funds without further approval of the Jackson City Order.

Council Member Hartley moved adoption; Council Member Banks seconded.

President Foote recognized Muriel Reid, Director of Information Technology, and AKeith Harris, Telecommunications Manager who provided a brief overview of said item.

Thereafter, President Foote, called for a vote of said item:

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

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:

Vendor	Services/Materials	Amount
Capital Air Balance	1) Air handling units 1 and 2: Check out controls operations, including chilled/heating	

	water control valves, hot deck/cold deck dampers and actuators, return/outside air dampers and actuators. 2) Dual-duct air terminal units: Check out controls operations for mixing dampers and actuators. 3) Boilers and pumps: Check out boiler operating controls and interlocks, pump controls and interlocks.	\$3,500.00
Priority Exterior Cleaning, LLC	1) Building Exterior Cleaning: Eradicate mold, mildew, algae, dirt dauber nest, and cobwebs from the buildings exterior using our soft washing method and industrial cleaning solutions, this will be followed by a controlled pressure rinse to ensure that no damage is done to the exterior surfaces of the buildings. Lift rental is factored into this price 2) Sidewalk/walkway: Pre-treat all concrete surfaces to be cleaned with our cleaning solution. This will help kill any mold, mildew, or algae, and will also bring dirt and soil to the surface which will aid in helping the cleaning process. Surface clean concrete surface with our hot water machines to effectively remove mold, mildew, algae, and dirt from the surfaces. Post treatment we will then apply our concrete brightening solution which will soak into the porous surfaces in the concrete and kill off any remaining mold, mildew, and algae, and will the concrete a brighter finish	\$14,600.00
Adam Evans Waterproofing Co., Inc.	Pursuant to your request and our investigation of the referenced project, we propose to furnish all labor, material, equipment, AEW standard insurance and taxes to complete the following scope of work as indicated in the attached photo, including the second-floor balcony: Remove existing exterior site sealant. Remove existing sealant at the exterior pool granite to granite joints and granite to top of concrete pool wall joints. Perform preparation in accordance with manufacturer's instructions and install DowSil's 790 silicone sealant at the exterior pool granite to granite joints and granite to top of concrete pool wall joints. Perform preparation in accordance with manufacturer's instructions and install BASF's SL-1 urethane sealant at prepared exterior site sealant joints.	\$46,189.00
	Grand Total	\$64,289.00

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

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

President Foote recognized Terry Williamson, Legal Counsel, who recommended an amendment to said item to add attachments mentioned in order.

Council Member Lindsay moved; seconded by Vice President Lee, to amend said order to reflect the changes as stated by Terry Williamson, Legal Counsel. The motion prevailed by the following votes:

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

Thereafter, President Foote, called for a vote of said item as amended:

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:

Vendor	Services/Materials	Amount
Capital Air Balance	1) Air handling units 1 and 2: Check out controls operations, including chilled/heating	

	water control valves, hot deck/cold deck dampers and actuators, return/outside air dampers and actuators. 2) Dual-duct air terminal units: Check out controls operations for mixing dampers and actuators. 3) Boilers and pumps: Check out boiler operating controls and interlocks, pump controls and interlocks.	\$3,500.00
Priority Exterior Cleaning, LLC	1) Building Exterior Cleaning: Eradicate mold, mildew, algae, dirt dauber nest, and cobwebs from the buildings exterior using our soft washing method and industrial cleaning solutions, this will be followed by a controlled pressure rinse to ensure that no damage is done to the exterior surfaces of the buildings. Lift rental is factored into this price 2) Sidewalk/walkway: Pre-treat all concrete surfaces to be cleaned with our cleaning solution. This will help kill any mold, mildew, or algae, and will also bring dirt and soil to the surface which will aid in helping the cleaning process. Surface clean concrete surface with our hot water machines to effectively remove mold, mildew, algae, and dirt from the surfaces. Post treatment: we will then apply our concrete brightening solution which will soak into the porous surfaces in the concrete and kill off any remaining mold, mildew, and algae, and will the concrete a brighter finish	\$14,600.00
Adam Evans Waterproofing Co., Inc.	Pursuant to your request and our investigation of the referenced project, we propose to furnish all labor, material, equipment, AEW standard insurance and taxes to complete the following scope of work as indicated in the attached photo, including the second-floor balcony: Remove existing exterior site sealant. Remove existing sealant at the exterior pool granite to granite joints and granite to top of concrete pool wall joints. Perform preparation in accordance with manufacturer's instructions and install DowSil's 790 silicone sealant at the exterior pool granite to granite joints and granite to top of concrete pool wall joints. Perform preparation in accordance with manufacturer's instructions and install BASF's SL-1 urethane sealant at prepared exterior site sealant joints.	\$46,189.00
	Grand Total	\$64,289.00

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

DECLARATION INVOKING THE EMERGENCY
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 Canzaro 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 3, 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 31, 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

3/9/23
DATE

II. REVIEWED AND APPROVED


Torri Martin
City Attorney

3/9/23
DATE


Louis Wright
Chief Administrative Officer

3/9/23
DATE


Fideles Matembeka
Chief Financial Officer

3/9/23
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 (j) of the Mississippi Code Annotated of 1972, as amended.

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


CHOKWE A. LUMUMBA
Mayor

3/9/23
DATE



March 3, 2023

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

Re: HVAC Investigative Work at Arts Center of Mississippi

Dear Ms. Martin:

Please find attached a proposal from Capital Air Balance in the amount of \$3,500.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

David Marsh
David Marsh,
President

Accepted by: *[Signature]*
City of Jackson, Mississippi

1887 Osborn Ridge Ct., Suite 200-A, Jackson, MS 39218 - P.O. Box 31177 Jackson, MS 39206-1177
Phone: 601-362-6110 - Fax: 601-362-9812 - www.dampthomson.com



206 WEST CUNNINGHAM AVENUE P.O. BOX 957
TERRY, MISSISSIPPI 39170
OFFICE: 601-878-6701 FAX: 601-878-6728
E MAIL: jtedd@capitalairbalance.com

To: HESMBA Consulting Engineers
Attn: WBB Irby
Date: 3/3/2023
Pages: 1 of 1
Re: Bid Price for:
Arts Center of Mississippi
Jackson, MS

From: Danielle Wilson
Administrative Assistant
Fax:
Phone: 601-856-5128
Cell:
E Mail: danielle@capitalairbalance.com

Comments:

We propose to perform the following tasks per scope received from WBB Irby - 1) Air handling units 1 and 2: Check out controls operations, including chilled/heating water control valves, hot/cold/cool check dampers and actuators, return/outside air dampers and actuators. 2) Dual-dual air terminal units: Check out controls operations for mixing dampers and actuators. 3) Dampers and pumps: Check out boiler operating controls and interlocks, pump controls and interlocks. For the price quoted below.

Price: \$3,500.00

If further clarification or explanation is needed, please do not hesitate to contact us.

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential, proprietary, or other privileged information. Any review, transmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from all computers.

Quote is valid for 30 days from the above date and based on the assumption that a contract document can be negotiated. Any contractor's liability to indemnify, defend, and hold harmless the Commission, Owner, Architect, or their agents will not include any right to indemnify where the indemnified party's negligence is a proximate cause of injury to persons or property. Price based on signing a written contract document between the prime contractor and subcontractor.



March 7, 2023

Caterina P. Martin
City Attorney
City of Jackson, MS
Post Office Box 2773
Jackson, MS 39207

Re: Thelma Adams - Pressure Cleaning

Dear Ms. Martin:

Please find attached a proposal from Priority Exterior Cleaning in the amount of \$14,600.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

David Marsh
David Marsh,
President

Accepted by: *Cheryl...*
City of Jackson, Mississippi

1867 Coover Plaza, Ct. Suite 200-A, Jackson, MS 39216 - P.O. Box 21177 Jackson, MS 39288 1177
Phone 601-353-6170 • Fax 601-353-6812 • www.benchmark.com

Estimate# EST-01509

3/7/23 2:57:46pm

Priority Exterior Cleaning LLC
(601) 946-0721

Estimate# EST-01509



ESTIMATE
EST-01509

PDF
@priorityexteriorcleaning.com
@priorityexteriorcleaning.com
@priorityexteriorcleaning.com

NET AMOUNT
\$14,600.00

ADDRESS
Priority Exterior Cleaning, LLC
209 Poplar Point Circle
Hattiesburg, MS, 39323
Email: info@priorityexteriorcleaning.com
Phone: (807) 546-4771

Estimate Date: Mar 07, 2023
Expiry Date: Apr 04, 2023

Title
David Marsh
Thelma Adams Inc
Jackson, MS, 39201
Phone: (601) 494-0822

JOB ENGINEER
David Marsh
Thelma Adams Inc
Jackson, MS, 39201
Phone: (601) 494-0822

#	Description	Total
1	Building Exterior Cleaning	\$14,600.00
<p>Exterior vinyl, aluminum, steel, and double paneled windows from the 1950s era exterior siding our well-maintained method and industrial cleaning solutions, we will be followed by a commercial pressure wash to ensure that no damage is done to the exterior surfaces of the building.</p>		
<p>Our service is performed by our crew.</p>		
2	Pressure Washing	\$0.00
<p>The steel and aluminum surfaces to be cleaned will be cleaned with our cleaning solution. This will help our crew clean the exterior surfaces of the building.</p>		
<p>Exterior aluminum surfaces will be cleaned with our cleaning solution.</p>		
<p>Our business will not apply the cleaning solution, which will help the exterior surfaces of the building.</p>		



ADAM EVANS WATERPROOFING CO., INC.
P.O. Box 1325 / Brandon, Mississippi 39043
Telephone (601) 706-0412
Fax (601) 706-0415

February 28, 2023

Mr. Max Marsh
Benchmark Construction
1867 Crane Ridge Dr #200A
Jackson, MS 39216

RE: Thalia Moss Hall, Jackson, Mississippi
Partial site sealant repair proposal

Hi Max,

Attached, please find one site photo indicating the intended work area. Pursuant to your request and our investigation of the referenced project, we propose to furnish all labor, material, equipment, AEW standard insurance and taxes to complete the following scope of work as indicated in the attached photo, including the second-floor balcony:

- 1) Remove existing exterior site sealant
- 2) Remove existing sealant at the exterior pool granite to granite joints and granite to top of concrete pool wall joints
- 3) Perform preparation in accordance with manufacturer's instructions and install DowSil's 790 silicone sealant at the exterior pool granite to granite joints and granite to top of concrete pool wall joints.
- 4) Perform preparation in accordance with manufacturer's instructions and install BASF's S1.1 urethane sealant at prepared exterior site sealant joints.

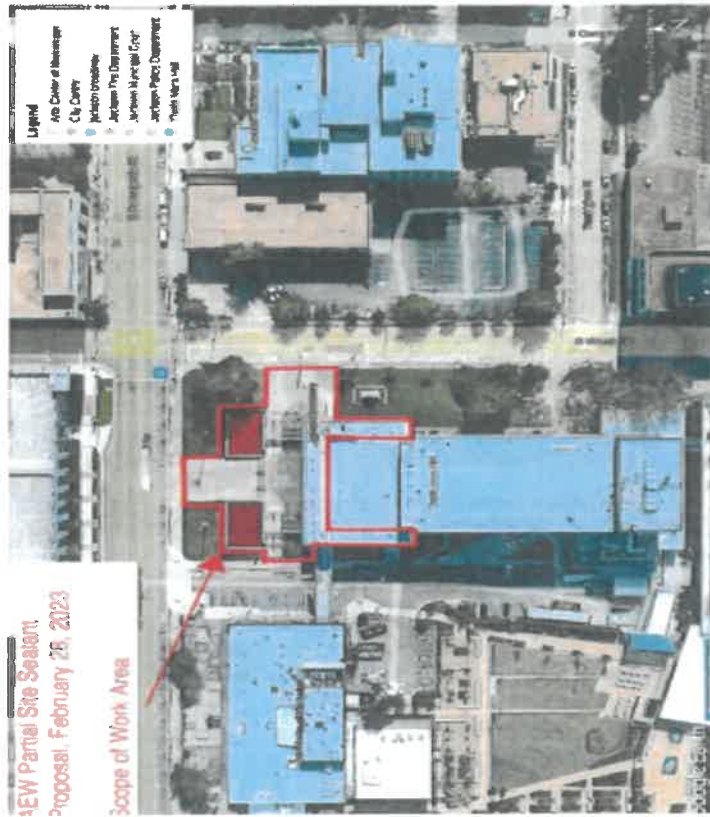
Estimate: \$ 46,183.00

Mr. Max Marsh
February 28, 2023
Page 2

Sealant colors to be selected from manufacturer's standard color charts. We appreciate the opportunity to offer this quotation. If there are any questions, please call:

Sincerely,


Sean Dunaway



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

ORDER RATIFYING A CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. FOR SANITARY SEWER LATERAL LINE REPAIR WORK AT 350 MEADOWBROOK ROAD.

WHEREAS, a sanitary sewer lateral line that serves a business at 350 Meadowbrook Road failed after the street was resurfaced but before the project was accepted resulting in cracked asphalt; and

WHEREAS, because the failure occurred during a federal-aid transportation which requires the City to ensure that the project is completed, the City needs to hire a contractor to make a point repair and repair the resurfaced street prior to final inspection of the federal aid project; and

WHEREAS, because of these public safety and environmental dangers, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to the emergency procurement process, a contract was executed with Hemphill Construction Company, Inc. for an amount not to exceed \$20,000.00, a copy of which is attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the contract Hemphill Construction Company, Inc. for an amount not to exceed \$20,000.00 for sanitary sewer lateral repair work at 350 Meadowbrook Road is ratified.

**DECLARATION INVOKING THE EMERGENCY
PROCUREMENT PROCEDURE**

I. REQUEST

The City recently let a road resurfacing project for a portion of Meadowbrook Road. During construction, the sewer lateral serving a business at 350 Meadowbrook Road within the limits of the project failed causing the new asphalt to crack over top of the failure point. Due to the nature of the funding source, these repairs cannot be added to the project as a change order.

City staff cannot make the repairs in time to avoid a delay in the resurfacing project. Consequently, in order to avoid a costly delay in the road resurfacing project, I am requesting that this sewer lateral failure within the limits of the road resurfacing project be declared an emergency. This will allow the road resurfacing contractor to make the point repair and street repair at an estimated cost of \$20,000.00 and avoid delaying the road resurfacing project.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize contract to make repairs to the sewer line near 350 Meadowbrook Road, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

I have attached a memorandum as background information to assist in your determination that an emergency exists. 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.
Interim Director, Department of Public Works

2/21/2023
DATE

II. REVIEWED AND APPROVED


Torri Martin
City Attorney

2/22/23
DATE

Fidelis Malembeka
Chief Financial Officer

DATE

Lousia Wright
Chief Administrative Officer

DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the sewer lateral failure in the vicinity of 350 Meadowbrook Road, which is within the limits of an ongoing street resurfacing project constitutes an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that a contract to make repairs to the sewer lateral line at 350 Meadowbrook Road, is authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved, effective February 21, 2023.


CHOKWE A. LUMUMBA
Mayor

2/22/23
DATE

CONTRACT

This Contract, made this the ____ day of _____, 20____ by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, hereinafter called "OWNER" and Memphis Construction Company, Inc. located in Jackson, Mississippi, hereinafter called the "CONTRACTOR"

WITNESSETH That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the construction of the Headwaters Bend Sewer Emergency Repair Project and being more completely described in the Bid Form for the project.
2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within one day after the time of the NOTICE TO PROCEED and will work as directed by the City Utility Manager or the City Engineering Manager until such time as the work described in the Bid Form for this project is complete, including Alternate No. 1.
3. The term "CONTRACT DOCUMENTS" means and includes CONTRACTOR'S bid, Contract, Payment Bond, Performance Bond, Special Conditions, City of Jackson's Standard Specifications and General Provisions, Supplements and Amendments to the City of Jackson General Provisions, Special Provisions (if any), Notice to Proceed, and all subsequent Change Orders, Supplemental Agreements and/or other modifications to the Contract.
4. The CONTRACTOR agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents and other requirements of the OWNER, under the direct observation of and to the complete satisfaction of the Director, or his authorized representatives, and in accordance with the Laws of the State of Mississippi and the Ordinances of the City of Jackson, for which the OWNER hereby agrees to pay and the CONTRACTOR agrees to accept a sum of money in current funds equal to the total value of the work complete in place, computed by multiplying the final quantities of each item of work by the Contract unit prices therefor as stated in the January 24, 2023 Point Repair Quote, attached hereto and made a part hereof, plus the amount of any supplemental agreements and force accounts for other work authorized and performed; which shall not exceed the sum of Twenty thousand and no/100 Dollars (\$ 20,000.00), in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the

02/24/2023

nature of the work, the CONTRACTOR assuming all risks of every kind and description in the performance of this Contract.

5. The CONTRACTOR agrees and binds himself (herself) to indemnify and save harmless and to defend any claims or suits against OWNER, its employees and its agents by reason of any claims for damages arising from the performance of this Contract as a result of negligence on the part of the CONTRACTOR, or from any suit or claim brought against OWNER by reason of alleged damages or the taking of property under Section 17 of the Mississippi Constitution of 1890, and particularly from the use of the streets being constructed or improved under this Contract.
6. The CONTRACTOR shall provide proof of general liability insurance meeting the requirements set forth in the Emergency Contract Supplements and Amendments.
7. Any covenant, promise and/or agreement contained elsewhere to indemnify or hold harmless another person from that person's own negligence is void and wholly unenforceable. This does not apply to construction bonds or insurance contracts or agreements.
8. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of Twenty thousand and no/100 dollars (\$ 20,000.00).
9. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of Twenty thousand and no/100 dollars (\$ 20,000.00).
10. Upon execution of the Performance and Payment Bonds and before commencing work contained in the Contract Documents, the CONTRACTOR shall be required to make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interest thereon, when and as the same as may lawfully be due this state, or any county, municipality, board, department, commission or political subdivision thereof, by reason of and directly connected with the performance of this Agreement. In the event of default of the prompt payment of all such taxes, licenses, assessments, contributions, damages, penalties and interest thereon as may be due by the CONTRACTOR, a direct proceeding on the bonds may be brought in any court of competent jurisdiction by the proper officer or agency having lawful authority to do so to enforce such payment, the right to do so is cumulative and in addition to other remedies as may be provided by law.
11. The CONTRACTOR agrees to allow the OWNER, or any of their duly authorized representatives, access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this

02/24/2023

Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical clause in any and all subcontracts.

- 12. That the Contract may be annulled by the OWNER for reason set forth in Section 1.08 of the Standard Specifications, amended by the Emergency Contract Supplements and Amendments.
- 13. The OWNER will pay CONTRACTOR according to the Contract Documents, particularly, the Special Provisions.
- 14. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 15. The CONTRACTOR shall only use materials grown, produced, prepared, made and/or manufactured within the State of Mississippi, unless when such materials made outside of the State of Mississippi are of like quality and can be secured at a lower cost or say materials of a better quality can be acquired at a reasonable cost.
- 16. CONTRACTOR shall employ only workmen and laborers who have actually resided in the State of Mississippi for two (2) years preceding employment. In the case that laborers or workmen cannot be found that meet such qualifications, the CONTRACTOR shall notify the OWNER in writing. Unless the OWNER supplies the CONTRACTOR with satisfactory workmen or laborers needed, the CONTRACTOR will be authorized to employ workmen or laborers not meeting these qualifications.
- 17. The CONTRACTOR agrees to guarantee the work for a period of one (1) year from the date of the final inspection and acceptance. CONTRACTOR further agrees to furnish any additional bonds as deemed necessary by the OWNER.

(This portion of this page let blank intentionally)

02242820

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in four (4) counterparts, each of which shall be deemed an original on the date first above written.

CITY OF JACKSON, MISSISSIPPI

YOUNGTELL CONSTRUCTION COMPANY, INC.
CONTRACTOR

BY [Signature] RM
Mayor

By [Signature]
Richard A. Hale, President

ATTEST [Signature]
City Clerk

ATTEST [Signature]
Mary Beth Harrison, Secretary



(End)

02242820

CORPORATE CERTIFICATE

I, Mary Beth Harrison certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Contract, that Richard A. Bula who signed said Contract on behalf of the CONTRACTOR was then President of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers

Mary Beth Harrison
Secretary

Corporate Seal

PARTNERSHIP CERTIFICATE

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20____, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____; that said firm consists of himself and _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in the County of _____
State of _____
My Commission Expires _____

Notary Seal

02/24/2020

Vice President Lee moved adoption; Council Member Grizzell seconded.

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

ORDER RATIFYING PROCUREMENT OF REPAIR SERVICES FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS FOR THE DEPARTMENT OF PUBLIC WORKS.

WHEREAS, the Municipal Garage Division of the Department of Public Works had need of certain repair services and parts necessary for the operation and maintenance of city vehicles and equipment used by the Department of Public Works; and

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

WHEREAS, the repair services and purchase of parts set forth in certain invoices attached hereto were provided to the Municipal Garage for repairs to various Department of Public Works vehicles, and said repairs have been completed.

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

Clarke Power Services	\$ 2,287.71
Empire Truck Sales, LLC	\$ 7,629.08
Total	\$ 9,916.79

Vice President Lee moved adoption; Council Member Grizzell seconded.

President Foote recognized Robert Lee, Interim Director of Public Works, who provided a brief overview of said item.

Thereafter, President Foote, called for a vote of said item:

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

ORDER AUTHORIZING FINAL PAYMENT TO THE CONTRACT OF W.E. BLAIN & SONS, INC. AND AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION OF THE STATE STREET RESURFACING PROJECT (SHEPPARD ROAD TO BRIARWOOD DRIVE), FEDERAL AID PROJECT NUMBER STP-6928-00(015) LPA/108077.

WHEREAS, the City of Jackson entered into a contract for the construction of the State Street Resurfacing Project with W.E. Blain & Sons, Inc.; and

WHEREAS, a final inspection was held by Mississippi Department of Transportation and City of Jackson personnel after which the contractor was released all maintenance after all punch list items had been completed; and the Surety, Liberty Mutual Insurance Company has authorized release and payment of all monies due under this contract; and

WHEREAS, the final payment of \$10,252.16 results in a final project cost of \$945,445.15, a decrease of \$134,315.80 due to underrun of various quantities; and

WHEREAS, the Department of Public Works recommends approval of the final payment and the acceptance of said project.

IT IS, THEREFORE, ORDERED that final payment in the amount of \$10,252.16 be issued to Hemphill Construction Company, Inc. for the State Street Resurfacing Project (Sheppard Road to Briarwood Drive), Federal Aid Project STP-6928-00(015) LPA/108077.

IT IS FURTHER ORDERED that publication of the Notice of Completion and the execution of any and all documents necessary to close out the project is authorized for the State Street Resurfacing Project (Sheppard Road to Briarwood Drive), Federal Aid Project STP-6928-00(015) LPA/108077.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any documents necessary as part of the closeout of this project.

Vice President Lee moved adoption; Council Member Banks seconded.

President Foote recognized Robert Lee, Interim Director of Public Works, who provided a brief overview of said item.

Thereafter, President Foote, called for a vote of said item:

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH COMPLIANCE ENVIROSYSTEMS, LLC FOR SANITARY SEWER LINE CLEANING AND CAMERAWORK.

WHEREAS, the City has need for sanitary sewer evaluation survey (SSES) consisting of sanitary sewer line cleaning and camera work to help alleviate sewer chokes and clogs and identify potential more complex issues causing sewer line chokes and clogs City-wide; and

WHEREAS, Compliance EnviroSystems, LLC has submitted a proposal to perform SSES services for the City of Jackson; and

WHEREAS, Compliance EnviroSystems, LLC has previously contracted with the City to provide these services to assist the City in addressing sanitary sewer overflows; and

WHEREAS, the Department of Public Works found the previous work to be extremely beneficial and was satisfied with Compliance EnviroSystems, Inc's performance of the services; and

WHEREAS, the proposed scope of work for this project submitted by Compliance EnviroSystems, LLC includes providing equipment and labor to perform sanitary sewer investigative work, reporting to the Department of Public Works or designee for all work orders and directives; and

WHEREAS, the deliverables that CES will generate will be as follows:

COMPLIANCE ENVIROSYSTEMS, LLC will submit the standard electronic deliverable (all inspection videos, a database including coding information, and inspection reports) on an external USB 3.0 hard drive and these electronic deliverable will contain a Pipeline Assessment Certification Program (PACP) database with CCTV inspection videos (PACP Coded); PACP pipe rating index & PACP coding information; and inspection reports in PDF format organized by the line segment; and

WHEREAS, the following standard special provisions applicable to COMPLIANCE ENVIROSYSTEMS, LLC and the City of Jackson shall apply:

· Debris removed from the collection system will be properly transported to an approved and accessible waste disposal facility. The City of Jackson will provide this facility at no cost to COMPLIANCE ENVIROSYSTEMS, LLC; these fees do not reflect debris disposal costs;

· All manholes within the project area will be located and made accessible, at no cost to COMPLIANCE ENVIROSYSTEMS, LLC, by the City of Jackson. The City of Jackson shall facilitate physical, safe, and legal access to manholes needed for deployment to the pipeline to be inspected. The City of Jackson shall open any sealed, vented, or other non-standard manholes and reinstall and reseal them as necessary after the inspection is complete;

· In the unlikely event that equipment gets lodged in the collection system through no fault from COMPLIANCE ENVIROSYSTEMS, LLC crews, the City of Jackson will provide excavation services to retrieve the equipment at no cost to COMPLIANCE ENVIROSYSTEMS, LLC. The City of Jackson will complete the excavation of lodged items within 48 hours;

· The fees above do not include by-pass pumping. If by-pass pumping becomes necessary to complete the project, the rate will be negotiated on a case-by-case basis and agreed upon by the City of Jackson and COMPLIANCE ENVIROSYSTEMS, LLC;

· The City of Jackson will provide water for high-pressure cleaning operations at no cost to COMPLIANCE ENVIROSYSTEMS, LLC. The City of Jackson must provide fire hydrants within a reasonable distance of the cleaning site (500'). The City of Jackson and COMPLIANCE ENVIROSYSTEMS, LLC will negotiate and agree on the rate if a tanker truck is needed to transport water; and

WHEREAS, Compliance EnviroSystems, LLC proposes compensation of an SSES crew at a rate of \$5,100.00 per day for forty-five (45) days, in an amount not to exceed \$229,500.00.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Compliance EnviroSystems, LLC for an amount not to exceed \$229,500.00 for City-wide SSES work in accordance with terms set forth above and such other standard terms and conditions as should apply to this type agreement.

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

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

Nays – None.

Absent – Stokes.

There came on for consideration, Agenda Item No. 32:

ORDER OF THE CITY COUNCIL OF JACKSON MISSISSIPPI USING ITS AUTHORITY TO INVESTIGATE ANY PART OF THE MUNICIPAL GOVERNMENT AND TO COMPEL THE ATTENDANCE OF WITNESSES AND THE PRODUCTION OF DOCUMENTS AND OTHER EVIDENCE ACCORDING TO MS CODE 21-8-27, TO HAVE ACCURATE INFORMATION OF THE CITY OF JACKSON, MISSISSIPPI FINANCIAL TRANSACTIONS, THE LEGAL APPROVAL OF, COMPLIANCE OF STATE LAWS AND THE OPEN RECORDS ACT. President Foote stated said item would be taken up later in the meeting during Executive Session.

There came on for Discussion, Agenda Item No. 33:

DISCUSSION: I- 55: President Foote stated said item will be held until a later date due to the absence of **Council Member Stokes**.

There came on for Discussion, Agenda Item No. 34:

DISCUSSION: PAL: President Foote stated said item will be held until a later date due to the absence of **Council Member Stokes**.

President Foote recognized **Council Member Lindsay** who moved, seconded by **Council Member Grizzell** to go into Closed Session to take up Agenda Items 32 and 36. The motion prevailed by the following vote:

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

Nays – None.

Absent – Stokes.

President Foote announced to the public that the Council voted to go into Closed Session to discuss going into Executive Session regarding “Potential Litigation”.

During Closed Session, **Council Member Lindsay** moved, seconded by **Council Member Banks** to go into Executive Session regarding “Potential Litigation”.

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

Nays – None.

Absent – Stokes.

Note: Council Member Grizzell and Vice President Lee left the meeting during discussion.

President Foote recognized Council Member Hartley who moved, seconded by Council Member Banks, to come out of Executive Session. The motion prevailed by the following vote:

Yeas – Banks, Foote, Hartley and Lindsay.

Nays – None.

Absent – Grizzell, Lee and Stokes.

President Foote announced to the public that the Council voted to come out of Executive Session and no action was taken.

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

President Foote stated that all City Council members had received the monthly financial report for review.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Council Zoning Meeting at 2:30 p.m. on March 20, 2023. At 12:48 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
MAYOR DATE

ATTEST:

CITY CLERK

#7

REGULAR ZONING MEETING OF THE CITY COUNCIL
MONDAY, MARCH 20, 2023 2:30 P.M.

770

BE IT REMEMBERED that a Regular Zoning Meeting of the City Council of Jackson, Mississippi was convened in the Council Chambers in City Hall at 2:30 p.m. on March 20, 2023, being the third Monday of said month when and where the following things were had and done to wit:

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

Absent: Angelique Lee, Vice President, Ward 2 and Kenneth I. Stokes, Ward 3.

The meeting was called to order by **President Ashby Foote**.

President Foote recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4197, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

President Foote requested that the Clerk read the Order:

ORDER GRANTING REV. JIMMY EDWARDS/ REV. JOHNNY ADDISON D\B\A ROSEMONT HUMAN SERVICES INC. A USE PERMIT TO ALLOW FOR THE PLACEMENT OF A MANUFACTURED HOUSE WITHIN A R-1 (SINGLE-FAMILY) RESIDENTIAL DISTRICT ON EACH OF THE PROPERTIES LOCATED AT 4306 HALSEY AVE. (PARCEL 306-122), 0 HALSEY AVE (PARCEL 306-121), 0 HALSEY AVE (PARCEL 306-120) & 4311 OFFICER THOMAS CATCHINGS, SR. DR (PARCEL 306-128), CASE NO. 4202.

WHEREAS, Rev. Jimmy Edwards/ Rev. Johnny Addison D\B\A Rosemont Human Services Inc. has filed a petition for a Use Permit to allow for the placement of a manufactured house within a R-1 (Single-Family) Residential District on each of the properties located at 4306 Halsey Ave. (Parcel 306-122), 0 Halsey Ave (Parcel 306-121), 0 Halsey Ave (Parcel 306-120) & 4311 Officer Thomas Catchings, Sr. Dr (Parcel 306-128) in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has recommended approval of a Use Permit to allow for the placement of a manufactured house within a R-1 (Single-Family) Residential District on each of the properties located at 4306 Halsey Ave. (Parcel 306-122), 0 Halsey Ave (Parcel 306-121), 0 Halsey Ave (Parcel 306-120) & 4311 Officer Thomas Catchings, Sr. Dr (Parcel 306-128); and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Jackson Council would be held at the City Hall at 2:30 p.m., Monday, March 20, 2023 to consider said change, based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on February 2, 2023 and February 16, 2023 that a hearing would be held by the Jackson City Planning Board on February 22, 2023, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of the petitioned Use Permit within the existing R-1 (Single-Family) Residential District of the City of Jackson; and

WHEREAS, the Jackson City Council, after having considered the matter, is of the opinion that proposed use would not be detrimental to the continued use, value, or development of properties in the vicinity would not be hazardous, detrimental, or disturbing to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances and that a Use Permit be granted to allow for the placement of a manufactured house on each of the properties located at 4306 Halsey Ave. (Parcel 306-122), 0 Halsey Ave (Parcel 306-121), 0 Halsey Ave (Parcel 306-120) & 4311 Officer Thomas Catchings, Sr. Dr (Parcel 306-128) within the existing R-1 (Single-Family) Residential District of the City of Jackson.

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

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

- 4306 HALSEY AVE (Parcel 306-122) - LOT 3 BLK E REEDBRIDGE ADDN
- 0 HALSEY AVE (Parcel 306-121) - LOT 2 BLK E REEDBRIDGE ADDN
- 0 HALSEY AVE (Parcel 306-120) - LOT 1 BLK E REEDBRIDGE ADDN
- 4311 OFFICER THOMAS CATCHING DR (Parcel 306-128) - LOT 9 BLK E REEDBRIDGE ADDN

be and is hereby modified so as to approve a Use Permit to allow for the placement of a manufactured house on each of the properties located at 4306 Halsey Ave. (Parcel 306-122), 0 Halsey Ave (Parcel 306-121), 0 Halsey Ave (Parcel 306-120) & 4311 Officer Thomas Catchings, Sr. Dr (Parcel 306-128) within a R-1 (Single-Family) Residential District. However, that before a Use Permit is issued for any structure to be erected or use thereof on the said properties, the applicant must meet the requirements established through the Site Plan Review process.

President Foote recognized **A J Singh, Applicant**, who spoke in favor of a **Use Permit** within a C-2 (Limited) Commercial District to allow for a liquor store in a neighborhood shopping center and not in combination with a convenience type grocery store or service station.

There was no opposition from the public.

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

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

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

President Foote requested that the Clerk read the Alternative Order:

ORDER DENYING SURINDER P. KAUR & GURJEET SINGH A USE PERMIT TO ALLOW FOR THE OPERATION OF A LIQUOR STORE IN A NEIGHBORHOOD SHOPPING CENTER AND NOT IN COMBINATION WITH A CONVENIENCE TYPE GROCERY STORE OR SERVICE STATION WITHIN A C-2 (LIMITED) COMMERCIAL DISTRICT FOR PROPERTY LOCATED AT 6080 HIGHWAY 18 WEST. (PARCEL 835-58), CASE NO. 4197.

WHEREAS, Surinder P. Kaur & Gurjeet Singh has filed a petition for a Use Permit to allow for a liquor store in a neighborhood shopping center and not in combination with a

convenience type grocery store or service station within a C-2 (Limited) Commercial District for the property located at 6080 Highway 18 West. (Parcel 835-58) in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has recommended approval of a Use Permit to allow for a liquor store in a neighborhood shopping center and not in combination with a convenience type grocery store or service station and with the additional condition that the property cannot be used as a convenience type grocery store for the duration of the operation of the liquor store within a C-2 (Limited) Commercial District for the property located at 6080 Highway 18 West. (Parcel 835-58); and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, February 27, 2023 to consider said change, based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on January 5, 2023 and January 19, 2023 that a hearing had been held by the Jackson City Planning Board on January 25, 2023, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of the petitioned Use Permit within the existing C-2 (Limited) Commercial District of the City of Jackson; and

WHEREAS, the Jackson City Council, after having considered the matter, is of the opinion that a Use Permit for the subject property located within the existing C-2 (Limited) Commercial District of the City of Jackson be denied based upon the proposed use being detrimental to the continued use, value, or development of properties in the vicinity; and

WHEREAS, pursuant to Section 702.05.02 (14) of the City of Jackson Zoning Ordinance, use permits for liquor stores are issued to the owner of the liquor store rather than to the owner of the land; do not run with the land but will allow the store to remain at a specific location until such time as the ownership of the liquor store changes; and subsequent owners of a liquor store at this location must apply for and receive a new Use Permit.

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

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

A PARCEL OF LAND CONTAINING 0.697 ACRES SITUATED IN THE SOUTH HALF OF SECTION 15, T4N-R1 W, JACKSON, HINDS COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH BOUNDARY OF THE L.J. JACKSON PARTITION WITH THE WEST RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 18 AND RUN SOUTH 88 DEGREES 51 MINUTES 00 SECONDS WEST ALONG SAID SOUTH BOUNDARY FOR A DISTANCE OF 1502.93 FEET; LEAVING SAID SOUTH BOUNDARY, RUN THENSE SOUTH 50 DEGREES 31 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 323.15 FEET TO THE CENTERLINE OF A PROPOSED ROADWAY; THEN SOUTH 00 DEGREES 26 MINUTES 00 SECONDS WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 624.5 FEET; LEAVING SAID CENTERLINE, THENSE NORTH 60 DEGREES 53 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 234.23 FEET; CONTINUE THENSE NORTH 60 DEGREES 53 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 150.00 FEET; THENSE SOUTH 32 DEGREES 09 MINUTES AND 00 SECONDS EAST FOR A CONTINUE THENSE SOUTH 32 DEGREES 09 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 210.70 FEET TO THE NORTHERN RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 18; 1 THENSE SOUTHWESTERLY, CLOCKWISE ALONG THE ARC OF A CURVE ON SAID WESTERN RIGHT-OF-WAY LINE FOR A DISTANCE OF 141.03 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 04 DEGREES 09 MINUTES 37 SECONDS, A RADIUS OF 1942.23 FEET AND A CHORD BEARING OF SOUTH 57 DEGREES 13 MINUTES 00

SECONDS WEST FOR A DISTANCE OF 14 1.00 FEET; LEAVING SAID WESTERN RIGHT-OF-WAY LINE, RUN THENCE NORTH 33 DEGREES 50 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 208.96 FEET; THENCE NORTH 56 DEGREES 3 1 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 147.17 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL IS THE SAME PROPERTY AS DESCRIBED IN DEED BOOK PAGE 5926 AT PAGE 101.

TOGETHER WITH AN EASEMENT FOR SEWER FACILITIES, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING SITUATED IN THE SOUTH HALF OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 1 WEST, HINDS COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE SOUTH PROPERTY LINE OF THE L. J. JACKSON PARTITION WITH THE WEST RIGHT OF WAY LINE OF MISSISSIPPI STATE HIGHWAY 18; THENCE RUN SOUTH 88° 51' WEST ALONG SAID SOUTH L. J. JACKSON PROPERTY LINE A DISTANCE OF 1,502.93 FEET; THENCE RUN SOUTH 50° 31' EAST A DISTANCE OF 323.15 FEET TO A POINT ON THE CENTERLINE OF A 60 FOOT PROPOSED STREET; THENCE RUN SOUTH 00° 26' WEST ALONG SAID CENTERLINE OF A PROPOSED STREET A DISTANCE OF 624.5 FEET; THENCE RUN NORTH 60° 53' EAST A DISTANCE OF 234.23 FEET TO A POINT; THENCE RUN NORTH 60° 53' EAST A DISTANCE OF 150 FEET; THENCE RUN SOUTH 32° 09' EAST A DISTANCE OF 75 FEET; THENCE RUN SOUTH 58° 01' WEST A DISTANCE OF 147.31 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT FOR SWER FACILITIES; RUN THENCE NORTH 33° 50' WEST A DISTANCE OF 25 FEET; RUN THENCE NORTH 58° 01' EAST 40 FEET, MORE OR LESS, TO THE EDGE OF THE EXISTING DIRECTION ALONG THE EDGE OF THE SAID PAVEMENT TO THE BOUNDARY

LINE SEPARATING THE PROPERTY OF WILLIAM B. LAW AND RICKY ROBERTS FROM THE PROPERTY OF VICKSBURG LP-GAS COMPANY; RUN THENCE ALONG THE SAID BOUNDARY LINE, SOUTH 58° 01' WEST TO THE POINT OF BEGINNING.

be and is hereby denied the petitioned Use Permit to allow for a liquor store in a neighborhood shopping center and not in combination with a convenience type grocery store or service station.

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

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

Nays – None.

Absent – Lee and Stokes.

President Foote recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4200, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

President Foote requested that the Clerk read the Order:

ORDER DENYING RANKINS' PROPERTIES LLC A REZONING FROM R-1A (SINGLE-FAMILY) RESIDENTIAL DISTRICT TO C-1A (RESTRICTED) COMMERCIAL DISTRICT FOR THE PROPERTY LOCATED AT 4528 HANGING MOSS RD. (PARCEL 525-8), CASE NO. 4200.

WHEREAS, Rankins' Properties LLC has filed a petition to rezone property located at 4528 Hanging Moss Rd. (Parcel 525-8) in the City of Jackson, First Judicial District of Hinds

County, Mississippi, from R-1A (Single-Family) Residential District to C-1A (Restricted) Commercial District with a Use Permit to allow for the construction of a neighborhood restaurant; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has recommended the denial of the rezoning of the property at 4528 Hanging Moss Rd. (Parcel 525-8) from R-1A (Single-Family) Residential District to C-1A (Restricted) Commercial District; and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, March 20, 2023 to consider said change, based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of Jackson City Council that notice of said petition had been published in the Mississippi Link on February 2, 2023 and February 16, 2023 that a hearing would be held by the Jackson City Planning Board on February 22, 2023, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended the denial of the rezoning of the property located at 4528 Hanging Moss Rd. (Parcel 525-8) from R-1A (Single-Family) Residential District to C-1A (Restricted) Commercial District; and

WHEREAS, the Jackson City Council after having considered the matter, is of the opinion that such changes would not be in keeping with sound land use practice and to the best interest of the City and that there has not been a substantial change in the land use character of the surrounding area that justifies rezoning the property and there is not a public need for additional property in that area zoned in accordance with said application since any previous City Council action.

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

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

LOT 4 BLK D ELMWOOD PARK SUB LESS TO CITY FOR ST

is hereby denied the rezoning of the property located at 4528 Hanging Moss Rd. (Parcel 525-8) from R-1A (Single-Family) Residential District to C-1A (Restricted) Commercial District.

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

President Foote recognized **Antonio Lenard, Representative for the Applicant**, who spoke in favor of a Rezoning from R-1A (Single-Family) Residential District to a C-1A (Restricted) Commercial District with a Use Permit to allow for a neighborhood restaurant.

President Foote recognized **Dorothy Daniels, Howard Daniels and LaTasha Jefferson-Paige**, who spoke in opposition of a Rezoning from R-1A (Single-Family) Residential District to a C-1A (Restricted) Commercial District with a Use Permit to allow for a neighborhood restaurant.

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

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

President Foote recognized Zoning Administrator Ester Ainsworth who provided the Council with a procedural history of Zoning Case No. 4202, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

President Foote requested that the Clerk read the Order:

ORDER GRANTING REV. JIMMY EDWARDS/ REV. JOHNNY ADDISON D\B\A ROSEMONT HUMAN SERVICES INC. A USE PERMIT TO ALLOW FOR THE PLACEMENT OF A MANUFACTURED HOUSE WITHIN A R-1 (SINGLE-FAMILY) RESIDENTIAL DISTRICT ON EACH OF THE PROPERTIES LOCATED AT 4306 HALSEY AVE. (PARCEL 306-122), 0 HALSEY AVE (PARCEL 306-121), 0 HALSEY AVE (PARCEL 306-120) & 4311 OFFICER THOMAS CATCHINGS, SR. DR (PARCEL 306-128), CASE NO. 4202.

WHEREAS, Rev. Jimmy Edwards/ Rev. Johnny Addison D\B\A Rosemont Human Services Inc. has filed a petition for a Use Permit to allow for the placement of a manufactured house within a R-1 (Single-Family) Residential District on each of the properties located at 4306 Halsey Ave. (Parcel 306-122), 0 Halsey Ave (Parcel 306-121), 0 Halsey Ave (Parcel 306-120) & 4311 Officer Thomas Catchings, Sr. Dr (Parcel 306-128) in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has recommended approval of a Use Permit to allow for the placement of a manufactured house within a R-1 (Single-Family) Residential District on each of the properties located at 4306 Halsey Ave. (Parcel 306-122), 0 Halsey Ave (Parcel 306-121), 0 Halsey Ave (Parcel 306-120) & 4311 Officer Thomas Catchings, Sr. Dr (Parcel 306-128); and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Jackson Council would be held at the City Hall at 2:30 p.m., Monday, March 20, 2023 to consider said change, based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on February 2, 2023 and February 16, 2023 that a hearing would be held by the Jackson City Planning Board on February 22, 2023, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of the petitioned Use Permit within the existing R-1 (Single-Family) Residential District of the City of Jackson; and

WHEREAS, the Jackson City Council, after having considered the matter, is of the opinion that proposed use would not be detrimental to the continued use, value, or development of properties in the vicinity would not be hazardous, detrimental, or disturbing to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances and that a Use Permit be granted to allow for the placement of a manufactured house on each of the properties located at 4306 Halsey Ave. (Parcel 306-122), 0 Halsey Ave (Parcel 306-121), 0 Halsey Ave (Parcel 306-120) & 4311 Officer Thomas Catchings, Sr. Dr (Parcel 306-128) within the existing R-1 (Single-Family) Residential District of the City of Jackson .

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

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

4306 HALSEY AVE (Parcel 306-122) - LOT 3 BLK E REEDBRIDGE ADDN

0 HALSEY AVE (Parcel 306-121) - LOT 2 BLK E REEDBRIDGE ADDN

0 HALSEY AVE (Parcel 306-120) - LOT 1 BLK E REEDBRIDGE ADDN

4311 OFFICER THOMAS CATCHING DR (Parcel 306-128) - LOT 9 BLK E

REEDBRIDGE ADDN

be and is hereby modified so as to approve a Use Permit to allow for the placement of a manufactured house on each of the properties located at 4306 Halsey Ave. (Parcel 306-122), 0 Halsey Ave (Parcel 306-121), 0 Halsey Ave (Parcel 306-120) & 4311 Officer Thomas Catchings, Sr. Dr (Parcel 306-128) within a R-1 (Single-Family) Residential District. However, that before a Use Permit is issued for any structure to be erected or use thereof on the said properties, the applicant must meet the requirements established through the Site Plan Review process.

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

President Foote recognized **Chloe Dotson, Director of Planning and Development**, who provided an overview of manufactured housing within the City of Jackson.

There was no opposition from the public.

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

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

Cancelled Special Exceptions\Use Permits – No Action Required

(Ward 2) SE 3920 – Southern Consultants – 5740 County Cork Rd. – (Parcel 723-85-1)

- SE was granted to Southern Consultants on Mar. 1, 1990 to operate a Professional Engineering Office within an R-1A (Single-family) Residential District.
- Cancellation was based upon non-response and non-payment from the grantee by the deadline date **March 6, 2023**.

(Ward 2) SE 3857 – LaKisha Archie – 6759 Abraham Lincoln Dr. - (Parcel 805-354)

- SE was granted to LaKisha Archie on Mar. 17, 2014 to operate a Residential Daycare Center for six (6) to ten (10) or less children within an R-1 (Single-family) Residential District.
- Cancellation was based upon non-response and non-payment from the grantee by the deadline date **March 6, 2023**.

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

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

**REGULAR ZONING MEETING OF THE CITY COUNCIL
MONDAY, MARCH 20, 2023 2:30 P.M.**

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CASE NO.	NAME	LOCATION	USE	GRANTED
C-UP-3952 Ward 7	Hugh J. Thomas	2906 North State St.	Tattoo Parlor	3/20/17
C-UP - 4045 Ward 1	Viera & Gwendolyn Roseburgh	420 Meadowbrook Rd.	Community Recreational Center	3/18/19

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

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

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

There being no further business to come before the City Council, it was unanimously voted to adjourn until the next Special Council Meeting to be held at 10:00 a.m. on Tuesday, March 21, 2023. At 3:44 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

#8

BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on March 21, 2023, being the third Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Ashby Foote, Council President, Ward 1; Angelique Lee, Vice-President, Ward 2; Brian Grizzell, Ward 4; Vernon Hartley, Ward 5; Aaron Banks, Ward 6 and Virgi Lindsay, Ward 7. Directors: Chokwe Antar Lumumba, Mayor; Shanekia Mosley-Jordan, Clerk of Council, Sabrina Shelby, Chief Deputy Clerk of Council and Catoria Martin, City Attorney.

Absent: Kenneth Stokes, Ward 3.

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

The invocation was offered by **Pastor Tonya Ware of Church Triumphant Global**.

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

President Foote welcomed the Leadership Greater Jackson Class of 2023 to the City Council Meeting.

APPROVAL OF THE FEBRUARY 28, 2023 REGULAR COUNCIL MEETING MINUTES.

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

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

APPROVAL OF THE MARCH 1, 2023 SPECIAL COUNCIL MEETING MINUTES.

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

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

ORDER APPROVING CLAIMS NUMBER 28618 to 28663 APPEARING AT PAGES 341 TO 362 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$6,528,396.17 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 28618 to 28663 appearing at pages 341 to 362, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$6,528,396.17 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	428,749.82
SEIZURE & FORF PORP-STATE	22,825.50
SEIZURE & FORF PORP-FED	129,333.34
TECHNOLOGY FUND	43,629.48
PARKS & RECR. FUND	96,896.25
LANDFILL/SANITATION FUND	151,710.78
STATE TORT CLAIMS FUND	1,140.00
WATER/SEWER OP & MAINT FUND	56,037.63
EMPLOYEES GROUP INSURANCE FUND	36,507.16
KELLOGG FOUNDATION PROJECT	6,041.67
PAYROLL FUND	18,033.74
HOUSING COM DEV ACT (CDBG) FD	48.793
HOME PROGRAM FUND	25.09
H O P W A GRANT – DEPT. OF HUD	128,508.05
INFRASTRUCTURE BOND 2020 \$32M	649,206.93
1% INFRASTRUCTURE TAX	106,246.23
TRANSPORTATION FUND	1,009,844.33
JXN CONVENTION & VISITORS BUR	272,608.57
RESURFACING – REPAIR & REPL.FD	80,973.88
P E G ACCESS – PROGRAMMING FUND	7,291.28
MONDERNIZATION TAX	77,100.00
ESG COVID CARES ACT	34,823.07
CDBG COVID CARES	149,751.09
ZOOLOGICAL PARK	2,560.43
DFA – PW – SB2948	3,000,000.00
LIBRARY FUND	9,453.50
DFA – SB2971 – PETE BROWN GOLF	9,050.12
TOTAL	<u>\$6,528,396.73</u>

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

Thereafter, President Foote, called for a vote of said item:

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

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 28618 TO 28663 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 28618 to 28663 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 transferred thereto from the payroll fund for payment of the payroll deduction claims authorized herein for payment:

FROM:	TO ACCOUNTS PAYABLE FUND	TO PAYROLL FUND
GENERAL FUND		2,422,857.74
PARKS & RECR FUND		105,080.89
LANDFILL FUND		19,605.69
SENIOR AIDES		3,440.23
WATER/SEWER OPER & MAINT		200,072.24
PAYROLL	94,195.60	
HOUSING COMM DEV		8,218.37
TITLE III AGING PROGRAMS		6,002.21
TRANSPORTATION FUND		18,213.18
PEG ACCESS-PROGRAMMING FUND		5,462.62
2020 SAKI GRAND DOJ		7,405.71
ZOOLOGICAL PARK		28,696.45
AMERICAN RESCUE PLAN ACT 2021		10,427.45
TOTAL		\$2,655,482.78

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

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

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.

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

President Foote recognized **Fidelis Malembeka, Chief Financial Officer** and **George Jimerson, Captain of the Jackson Police Department** who provided a brief overview of said item.

President Foote recognized **Catoria Martin, City Attorney** and **Sharon Thames, Deputy Director of Finance and Administration**, who provided a brief overview of said item.

Thereafter, **President Foote**, called for a vote of said item:

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

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.

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

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

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).

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

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

Nays – None.

Absent – Stokes.

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.

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.

Vice President Lee moved adoption; Council Member Lindsay seconded.

President Foote recognized Robert Lee, Interim Director of Public Works, who provided a brief overview of said item.

Thereafter, President Foote, called for a vote of said item:

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

Nays – None.

Absent – Stokes.

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.

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 \$100,000.00 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 \$100,000.00 from the Mississippi Department of Environmental Quality to fund the City’s Waste Tire Recycling Program.

Council Member Grizzell moved adoption; Council Member Hartley seconded.

President Foote recognized Lakesha Weathers, Solid Waste Manager, who provided a brief overview of said item.

Thereafter, President Foote, called for a vote of said item:

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

Nays – None.

Absent – Stokes.

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.

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.

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

President Foote recognized **Robert Lee, Interim Director of Public Works**, who provided a brief overview of said item.

Thereafter, **President Foote**, called for a vote of said item:

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

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 adoption of 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

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 21, 2023 10:00 A.M.**

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175 94510 6299	175 94510 6419	\$ 5,000.00
175 94510 6847	175 94510 6419	\$ 5,000.00

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

President Foote recognized **Catoria Martin, City Attorney**, who recommended an amended replacement order for said item.

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

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

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

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 adoption of 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
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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

IT IS, THEREFORE, FURTHER ORDERED pursuant to Miss. Code Ann. Section 21-35-25, this budget revision shall be published or posted within two (2) weeks of approval, in a newspaper in the same manner as the final adopted budget. In accordance with Miss. Code Ann. Section 21-35-25, the published notice shall contain a description of the amendment, the amount of money and funds affected, and a detailed statement explaining the need and purpose of the amendment, as well as, the vote of each City Council member.

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

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.

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

President Foote recognized **Robert Lee, Interim Director of Public Works**, who provided a brief overview of said item.

Thereafter, **President Foote**, called for a vote of said item:

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

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:

Vendor	Services/Materials	Amount
J.L. Roberts Mechanical, LLC	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	\$ 4,650.00
Elite Paint LLC	1) UConcrete ceiling (1st floor); 2) Bridge; 3) Canopies; 4) Brick touchup; 5) 2 pools; 6) Concrete handrail holders	\$65,854.00
Larry C. Reeves, Contracting	1) Demo sidewalk between steps; 2) Pour Curb for landscaping; 3) Pour sidewalk 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 1st & 2nd floor (no	

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		\$20,725.00
Benchmark Construction Corporation	work in basement)	
	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 Primed; (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	\$40,352.00
CraftCroswell	1) Demo existing auditorium carpet and install new carpet and edging; 2) Demo existing auditorium 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 eastside and up to the crosswalk on the west side of the building. 7) 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 7 gallon 290 Green liriopé 1 gallon 40 Parson juniper 3 gallon 6 Cy soil mix 16 Cy hardwood mulch Owner may choose to plant all areas with green liriopé 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 source All related labor and materials	\$62,204.00
U.S. Coating Specialties & Supplies	Remove failed topping from steps approximately ¼" thick and replace with Flexcrete 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.

**DECLARATION INVOKING THE EMERGENCY
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 \$22.5 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 ("COFL") 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



DATE

II. REVIEWED AND APPROVED



Torri Martin
City Attorney



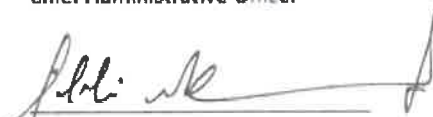
DATE



Louis Wright
Chief Administrative Officer



DATE



Fidelis Malembeka
Chief Financial Officer



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



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
 David Marsh,
 President

Accepted by: *David Graves*
 City of Jackson, Mississippi

1887 Greco Ridge Dr., Suite 200-A, Jackson, MS 39216 • P.O. Box 31177 Jackson, MS 39286-1177
 Phone 601-362-6110 • Fax 601-362-9812 • www.benchmarkms.com



PROPOSAL

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 accepted within 30 days. 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.	David Graves J.L. Roberts Mechanical Authorized Representative



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
David Marsh,
President

Accepted by: *Jose Fonseca*
City of Jackson, Mississippi

1867 Crane Ridge Dr., Suite 200-A, Jackson, MS 39218 - P.O. Box 31177 Jackson, MS 39285-1177
Phone 601-352-6110 - Fax 601-352-9812 - www.benchmarkma.com



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

TO: BENCHMARK CONSTRUCTION
1867 Crane Ridge Drive Suite 200-A
Jackson, MS 39218

Estimate	Date
#022	Mar/10/23

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, 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: 
City of Jackson, Mississippi

1857 Crane Ridge Dr., Suite 200-A, Jackson, MS 39216 • P.O. Box 31177 Jackson, MS 39286-1177
Phone 601-362-8110 • Fax 601-362-9812 • www.benchmarkms.com

ADCO ELECTRIC INC.
CONTRACTORS ENGINEERS



2286 MADDOX ROAD P.O. BOX 7395
JACKSON, MISSISSIPPI 39282-7395
(601) 922-3575 FAX (601) 922-9706

March 8, 2023

Mr. David Marsh
Benchmark Construction

(via email)

Re: Thalia 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 Thalia 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.

Page 2

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.

TMHP01



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 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

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:

FRONT AREA ALL THREE FLOORS.....\$15,050 PLUS SALES TAX

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.....\$3,675 PLUS SALES TAX

QUALIFICATIONS:

PROPOSAL BASED ON CONTRACT TERMS CONSISTENT WITH CONSENSUSDOCS 750
NO TAXES FEES OR PERMITS
NO P&F 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 collection, 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 Workmen'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
David Marsh,
President

Accepted by:

John Lyle
City of Jackson, Mississippi

[Deliver to 8445 Jacksonville 32212](#) Home & Garden Search: Arts, Crafts & Collectibles Today's Deals Prime Video Music Books & Movies [Subtotal \\$169.00](#)

[All](#) [Classical](#) [Medical](#) [Classical](#) [E-Books](#) [Amazon](#) [Books](#) [Best Sellers](#) [Today's Deals](#) [Prime](#)

[Amazon Home](#) [Shop by Room](#) [Bathroom](#) [Shop by Style](#) [Home Décor](#) [Furniture](#) [Kitchen & Dining](#) [Bed & Bath](#) [Garden & Outdoor](#) [Home Improvement](#)

Home, Lawn & Garden > Outdoor Décor > Water Gardens & Ponds > Pond Décor > Pond Fountains



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 - AQF100003X9-100

\$1,149⁵⁰

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

In Stock

[Add to Cart](#)

[Buy Now](#)



\$1,149⁵⁰
You could have earned \$1,158.50 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.

Delivery & Support
Select to learn more

[Under \\$100](#) [Ships in 1-2 Days](#) [Free Returns](#) [Amazon Basics](#) [Amazon Basics](#) [Amazon Basics](#) [Amazon Basics](#) [Amazon Basics](#)

- 3,000 GPH Pump w/ 100' Cord
- 5,000 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

Add a Protection Plan:
3-Year Protection Plan for \$107.99
5-Year Protection Plan for \$154.99

[Add to List](#)

How can we help? [Get an Amazon](#)



Power House Aeration Hanging Fountain | 1000W Energy Efficient | \$1,815⁰⁰
Low 1% with coupon



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

APR
Approval required. No late fees.
\$48.77/mo or less (16 mo) (10-30% APR)

Color	(3) 9-Watt Color Changing Light Kit
Material	Plastic
Brand	HALF OFF PONDS
Special Features	Lighted
Item	36 x 36 x 15 inches
Dimensions	Weight
Weight	71 Pounds
Power Source	Corded Electric

- About this item**
- On-free and low-wattage energy-efficient 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 shallow as 3" deep. Large Floating Fountain with Quick Release Nozzle Flange with (6) Nozzles that create 8 different Spray Pattern, (2) 25 pieces of mooring rope, D-ring Net, (3) 9-Watt Color Changing Light Kit with Remote, and all necessary features.
 - Aqua Marine Fountains are easy to assemble, install, and maintain while creating your water feature. Aeration significantly cleans up ponds and water gardens. The unit also operates on-line to avoid unnecessary pond pollution while being safe and wildlife safe.
 - Pump Specs: Volts: 120, Horse EQ Watts: 780, Head height: 3.3', Output: 3" HIPP.
 - 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 market!



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: 
City of Jackson, Mississippi

1887 Crane Ridge Dr., Suite 200-A, Jackson, MS 39216 • P.O. Box 31177 Jackson, MS 39285-1177
Phone 601-362-6110 • Fax 601-362-9812 • www.benchmarkms.com


HARDWARE / BUILDING PRODUCTS
112 Business Park Dr. Ridgeland, MS 39157

PROPOSAL

ISSUE DATE: 3/9/23

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

JOB: ARTS CENTER RENOVATIONS
JACKSON, MS.

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

601.977.9990 • Fax 601.977.8838 • P.O. Box 12730 • Jackson, MS 39234-2730



PROPOSAL

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 HDWE. 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 net 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.

601.977.9990 • Fax 601.977.8838 • P.O. Box 12730 • Jackson, MS 39234-2730



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 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

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 21, 2023 10:00 A.M.**

800

 <p>Craft Crowell 116 Ridgeland Plaza Ridgeland, MS 39167 601-856-8961 Fax 601-856-0476</p>	<p align="center">Quotation / Bid</p>
---	---------------------------------------

<p>Benchmark Construction</p> <p>Phone No: _____ FAX No: _____</p> <p>ATTN: David Marsh</p>	<p>TODAY'S DATE: March 10, 2023</p> <p>PROJECT: Thalia Mara Hall Renovations</p> <p>BID DATE/TIME: February 8, 2023</p>
---	--

We are pleased to offer the following quotation. Offer good for 30 days from the above date. Please call 601-856-8961 if you have any questions. Out of town call 1-800-279-8961. Certificate of Responsibility No: MS 82117-MC LA #02189 TN #00062422 AL #S-06936 AR# 040890122

Quantity:	Description:	Unit Price:	TOTAL:
1.00	Demo Existing Auditorium Carpet and Install New Carpet and Edging		\$88,508
1.00	Demo Existing Auditorium Base on Outside Walls and Install New		\$1,543
1.00	Patch and Repair Ceramic Tiles in One Restroom		\$774
1.00	Clean Existing Carpet at 2 Lobbies		\$3,721
1.00	Patch VCT up to 44 SqFt		\$427
Allowances:			
	Repair Back Stair Treads	\$853	
	Furnish and install LVT and Rubber in Dressing Rooms and Corridor	\$34,371	
	This includes stripping existing VCT and Demo existing Carpet		
	<i>Handwritten:</i> A 86,973 B 853 C 34,371 \$ 122,197		
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.		
	<i>Handwritten:</i> *Note: proposal is valid for 45 days of receipt. Once material and freight prices may be increased		

STANDARD CONDITIONS OF THIS BID / QUOTATION: (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.
 Subtotal: **\$88,973**
 No Sales Tax is included in quote.
TOTAL QUOTE: \$88,973

Craft Crowell 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 Commercial DCS Sub-Contract Form #750. Any non-ConsensusDOCS Sub-Contract Form #750 shall not be binding upon Craft Crowell, unless and until signed by Craft Crowell. Unless specifically included in this proposal, Craft Crowell excludes all demolition, repair or take-up of existing flooring, includes securing, damp mopping, buffing, waxing or floor protection, includes floor leveling, leveling or repair, includes sealing of floor, cleaning or removal of oil, grease, solvents, paints, plaster or other foreign substances; excludes subfloor or underlayment. 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 CFR-104-2002, 7, site conditions, Craft Crowell shall not be responsible for any installation made by it upon surfaces that do not meet the specified contractual tolerances and/or manufacturer's recommended installation requirements as to moisture, pH, surface wetness (wetness & 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 agreed by Craft Crowell. 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. Craft Crowell will not accept change orders or changes without the option to inspect details to repair or without the option to make arrangements for acceptable repairs at their expense. Craft Crowell 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 (30) days. Full payment is due ten (10) days from receipt of invoice unless otherwise specified.

WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES

Craft Crowell: *Sid Nowell*
 By: Sid Nowell, Estimator

Approved for order by: _____
 City of Jackson, Mississippi



March 16, 2023

Catarla 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
 David Marsh,
 President

Accepted by: *[Signature]*
 City of Jackson, Mississippi



RECEIVED

Benchmark Construction Corporation

Thalia Mara Hall City of Jackson Sod and Landscape Proposal

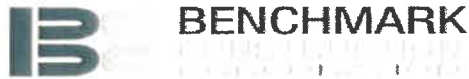
March 18, 2023

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 CENTPEDE 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 7 GALLON
250 GREEN LIRIOPE 1 GALLON
60 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. PRICES 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 BORDERS AS REQUIRED
CONNECTION TO EXISTING WATER SOURCE
ALL RELATED LABOR AND MATERIALS
- TOTAL AS SHOWN: \$62,204.00

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

Catoris 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
David Marsh,
President

Accepted by: *[Signature]*
City of Jackson, Mississippi

RECEIVED

Benchmark Construction Corporation



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 topping from steps approximately 1/2" 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 topping 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
- 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 Washington
Earl Washington

STRUCTURAL & CONCRETE REPAIR



PRODUCT DATA SHEET
Version 5.15.2018 | FlexKRETE 102

FlexKRETE 102
Thermoset Vinyl Polymer

Description 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

- 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)
- 2-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 6 gallon pail)
Shipping weight (resin only) per gallon = 9.2 pounds (4.1 kilograms)

Physical Data

Solids by weight: approx @ 77°	88%
Solids by volume: approx.. @77°	88% Specific
Gravily @ 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	Filed: 0 Unfilled: 1.1%
Tensile Modulus (ASTM D 790)	182,000 psi
Tensile Strength (ASTM D 638)	3,630 lb/in 2
Flexural Modulus (ASTM D 790)	360,000 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 psi
TXDOT-Test14-J	350 psi
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
SALT WATER	EXCELLENT	EXCELLENT
WATER	EXCELLENT	EXCELLENT

NOTE: For specific harsh chemical environments, contact FlexKRETE

Shelf Life 1 year in original unopened container.

STRUCTURAL & CONCRETE REPAIR

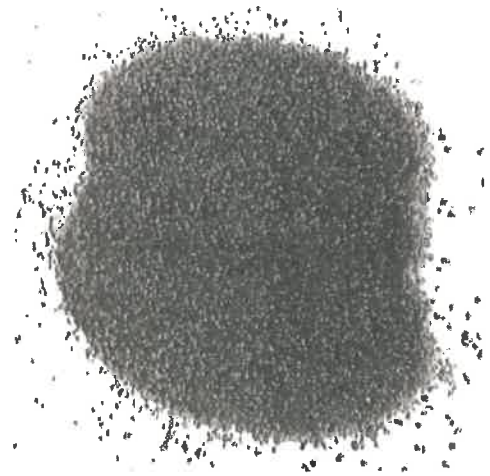
How to Use Surface Prep	CLEAN SURFACE: Cut or chip vertical lip around repair area to 1/4" depth or more. Remove dirt, debris, paint and contaminants to produce a clean, dry solid base. Mechanically clean area with blaster, scarifier, chipping hammer, grinder or wire wheel as needed. Vacuum or blow clean 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 puddles/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 pail 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	<i>Same as Horizontal EXCEPT:</i> 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. <i>For stronger adhesive, mix 1-part catalyzed FlexKRETE w/ 1-part fumed silica.</i>
Overlays, Self-levelling/ Slurry-Broadcast	<i>Same as Horizontal, then</i> MEASURE & ADD AGGREGATE: Add 1.5 to 2-parts clean dry sand into mixing pail 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-LEVELLING: 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 60-180 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, substrate, 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://flexcrete.com/> or by calling 972.944.8707. 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.

FlexKRETE Technologies | 881 N. Louisiana Dr. | Celina, TX 75009 | 972-944-8707 | flexcrete.com | flexcrete.com



Product Details	
Catalog Page	US Sieve 30-60
2404	
Media Type	UNSPSC 31191512
Garnet	
Media Grit	Country of Origin USA (subject to
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	

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

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

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

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

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

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

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

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

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

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

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

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; Caney 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.

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

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

Nays – None.

Absent – Stokes.

* * * * *

There came on for Discussion, Agenda Item No. 18:

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

* * * * *

There came on for Discussion, Agenda Item No. 19:

DISCUSSION: LITIGATION: **President Foote** stated said item would need to be discussed in Executive Session.

* * * * *

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

* * * * *

President Foote, called for a five (5) minute recess to take pictures with the Leadership Greater Jackson Class of 2023.

President Foote called the meeting back to order.

President Foote recognized **Council Member Hartley** who moved, seconded by **Vice President Lee** to go into Closed Session to discuss Agenda Item No. 19. The motion prevailed by the following vote:

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

President Foote announced to the public that the Council voted to go into Closed Session to discuss going into Executive Session regarding Agenda Item No. 19: Litigation.

During Closed Session, **Council Member Grizzell** moved, seconded by **Council Member Hartley** to go into Executive Session regarding “Litigation”.

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

President Foote recognized **Vice President Lee** who moved, seconded by **Council Member Hartley**, to come out of Executive Session. The motion prevailed by the following vote:

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

President Foote announced to the public that the Council voted to come out of Executive Session and no action was taken.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Special City Council Meeting at 3:00 p.m. on March 30, 2023. At 12:53 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

#9

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD041123 04/11/2023
 DUE DATE: 04/11/2023

CASH ACCOUNT: 999		1100	POOLED CASH - AP DISBURSEMENTS							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
69998	1 800 RADIATOR		0000	23000886	INV	04/11/2023	41342141			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			118.00			
								118.00		
69998	1 800 RADIATOR		0000	23000886	INV	04/11/2023	41341949			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			157.00			
								157.00		
69998	1 800 RADIATOR		0000	23000886	INV	04/11/2023	41341948			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			155.00			
								155.00		
69998	1 800 RADIATOR		0000	23000886	INV	04/11/2023	41341944			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			312.00			
								312.00		
69998	1 800 RADIATOR		0000	23000886	INV	03/09/2023	41341943			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			150.00			
								150.00		
69998	1 800 RADIATOR		0000	23000886	INV	04/11/2023	41341950			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			288.00			
								288.00		
69998	1 800 RADIATOR		0000	23000886	INV	04/11/2023	41341945			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			238.00			
								238.00		
69998	1 800 RADIATOR		0000	23000886	INV	04/11/2023	41338988			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			237.00			
								237.00		
69998	1 800 RADIATOR		0000	23000886	INV	04/11/2023	41338987			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			119.00			
								119.00		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD041123 04/11/2023
 DUE DATE: 04/11/2023

CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
69998	1 800 RADIATOR	0000	23000886	INV	04/11/2023	41341760				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			118.00			
									118.00	
69998	1 800 RADIATOR	0000	23000886	INV	04/11/2023	41338048				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			315.00			
									315.00	
69998	1 800 RADIATOR	0000	23000886	INV	04/11/2023	41335772				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			154.00			
									154.00	
69998	1 800 RADIATOR	0000	23000886	INV	04/11/2023	41335785				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			123.00			
									123.00	
69998	1 800 RADIATOR	0000	23000886	INV	04/11/2023	41335773				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			65.00			
									65.00	
69998	1 800 RADIATOR	0000	23000886	INV	04/11/2023	41338569				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			118.00			
									118.00	
69998	1 800 RADIATOR	0000	23000886	INV	04/11/2023	41339115				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			133.00			
									133.00	
69998	1 800 RADIATOR	0000	23000886	INV	04/11/2023	41336492				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			235.00			
									235.00	
						CHECK TOTAL	3,035.00			
1160	ACE BOLT & SCREW CO	0000	23000952	EFT	04/11/2023	586274				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00146130 6299			P W- PARK OTHER OPE			24.50			
									24.50	

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD041123 04/11/2023
 DUE DATE: 04/11/2023

CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
						CHECK TOTAL	24.50			
69978	ACME REFRIGERATION OF	0000	23000986	INV	04/11/2023	S554811				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550430 6314		PARKS -GO PLUMBING				124.89			
						CHECK TOTAL	124.89			
63174	ADVANCE AUTO PARTS IN	0000	99230095	INV	04/11/2023	533330542673				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION MOTOR VEH				354.37			
									354.37	
63174	ADVANCE AUTO PARTS IN	0000	99230095	INV	04/11/2023	5333305426645				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION MOTOR VEH				421.09			
									421.09	
63174	ADVANCE AUTO PARTS IN	0000	99230095	INV	04/11/2023	5333305426620				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION MOTOR VEH				563.46			
									563.46	
63174	ADVANCE AUTO PARTS IN	0000	99230095	INV	04/11/2023	5333306027041				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION MOTOR VEH				47.44			
									47.44	
63174	ADVANCE AUTO PARTS IN	0000	99230090	INV	04/11/2023	5333305242580				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION MOTOR VEH				337.66			
									337.66	
63174	ADVANCE AUTO PARTS IN	0000	99230095	INV	04/11/2023	5333305542674				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION MOTOR VEH				36.38			
									36.38	
63174	ADVANCE AUTO PARTS IN	0000	99230095	INV	04/11/2023	5333305942728				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION MOTOR VEH				213.16			
									213.16	

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD041123 04/11/2023
 DUE DATE: 04/11/2023

CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
63174	ADVANCE AUTO PARTS IN	0000	99230095	INV	04/11/2023	5333305942729			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			147.39		
									147.39
63174	ADVANCE AUTO PARTS IN	0000	99230095	INV	04/11/2023	5333306561717			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			60.90		
									60.90
63174	ADVANCE AUTO PARTS IN	0000	99230095	INV	04/11/2023	5333306542784			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			66.98		
									66.98
63174	ADVANCE AUTO PARTS IN	0000	99230095	INV	04/11/2023	5333305842705			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			103.14		
									103.14
63174	ADVANCE AUTO PARTS IN	0000	99230095	INV	04/11/2023	5333307242996			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			54.47		
									54.47
63174	ADVANCE AUTO PARTS IN	0000	99230095	INV	04/11/2023	5333306727494			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			195.33		
									195.33
63174	ADVANCE AUTO PARTS IN	0000	99230095	INV	04/11/2023	5333306627429			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			459.79		
									459.79
63174	ADVANCE AUTO PARTS IN	0000	99230095	INV	04/11/2023	5333306027063			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			1,176.88		
									1,176.88
63174	ADVANCE AUTO PARTS IN	0000	99230095	INV	04/11/2023	5333307242995			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			31.94		
									31.94

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD041123 04/11/2023
 DUE DATE: 04/11/2023

CASH ACCOUNT: 999		1100	POOLED CASH - AP DISBURSEMENTS							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
63174	ADVANCE AUTO PARTS IN		0000	99230095	INV	03/21/2023	5333305542672			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			34.38			
								34.38		
63174	ADVANCE AUTO PARTS IN		0000	99230095	INV	04/11/2023	5333306027064			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			135.12			
								135.12		
63174	ADVANCE AUTO PARTS IN		0000	99230095	INV	04/11/2023	5333306142768			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			285.58			
								285.58		
63174	ADVANCE AUTO PARTS IN		0000	99230095	INV	04/11/2023	5333306727493			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			45.49			
								45.49		
63174	ADVANCE AUTO PARTS IN		0000	99230095	INV	03/21/2023	5333306242793			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00550452 6316			CITY R.O. MOTOR VEH			71.64			
								71.64		
63174	ADVANCE AUTO PARTS IN		0000	99230095	INV	04/11/2023	5333306042755			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00140200 6316			CLRKCNCNCL MOTOR VEH			53.57			
								53.57		
63174	ADVANCE AUTO PARTS IN		0000	99230095	INV	04/11/2023	5333306042754			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00140200 6316			CLRKCNCNCL MOTOR VEH			30.80			
								30.80		
63174	ADVANCE AUTO PARTS IN		0000	99230095	INV	04/11/2023	5333305942725			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 03152220 6316			OPERATION MOTOR VEH			32.76			
								32.76		
63174	ADVANCE AUTO PARTS IN		0000	99230090	INV	04/11/2023	5333304626135			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			16.75			
								16.75		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD041123 04/11/2023
 DUE DATE: 04/11/2023

CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS					
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
63174	ADVANCE AUTO PARTS IN	0000	99230095	INV	04/11/2023	5333305942726			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145300 6316		CARE & MA	MOTOR VEH			154.72		
							154.72		
63174	ADVANCE AUTO PARTS IN	0000	99230090	INV	04/11/2023	5333304460948			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316		OPERATION	MOTOR VEH			39.64		
							39.64		
63174	ADVANCE AUTO PARTS IN	0000	99230095	INV	04/11/2023	5333306242792			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145124 6316		SBD - PAV	MOTOR VEH			30.80		
							30.80		
63174	ADVANCE AUTO PARTS IN	0000	99230095	INV	04/11/2023	5333305842706			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145124 6316		SBD - PAV	MOTOR VEH			324.26		
							324.26		
63174	ADVANCE AUTO PARTS IN	0000	99230090	INV	04/11/2023	5333304526086			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316		OPERATION	MOTOR VEH			259.94		
							259.94		
63174	ADVANCE AUTO PARTS IN	0000	99230095	INV	04/11/2023	5333305942741			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 03152220 6316		OPERATION	MOTOR VEH			12.32		
							12.32		
63174	ADVANCE AUTO PARTS IN	0000	99230090	INV	04/11/2023	5333304642475			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316		OPERATION	MOTOR VEH			131.45		
							131.45		
63174	ADVANCE AUTO PARTS IN	0000	99230095	INV	04/11/2023	5333306242791			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 03152220 6316		OPERATION	MOTOR VEH			125.44		
							125.44		
63174	ADVANCE AUTO PARTS IN	0000	99230095	INV	04/11/2023	5333306242790			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 03152220 6316		OPERATION	MOTOR VEH			156.20		
							156.20		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD041123 04/11/2023
 DUE DATE: 04/11/2023

CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
63174	ADVANCE AUTO PARTS IN	0000	99230095	INV	04/11/2023	5333306242798			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144820 6316		TRAFFIC S	MOTOR VEH		662.23			
							662.23		
63174	ADVANCE AUTO PARTS IN	0000	99230090	INV	04/11/2023	5333304526082			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316		OPERATION	MOTOR VEH		68.79			
							68.79		
63174	ADVANCE AUTO PARTS IN	0000	99230090	INV	04/11/2023	5333304542457			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316		OPERATION	MOTOR VEH		67.53			
							67.53		
63174	ADVANCE AUTO PARTS IN	0000	99230090	INV	04/11/2023	5333305326553			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316		OPERATION	MOTOR VEH		20.63			
							20.63		
63174	ADVANCE AUTO PARTS IN	0000	99230090	INV	04/11/2023	5333305242577			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316		OPERATION	MOTOR VEH		65.16			
							65.16		
63174	ADVANCE AUTO PARTS IN	0000	99230090	INV	04/11/2023	5333304442437			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316		OPERATION	MOTOR VEH		94.88			
							94.88		
63174	ADVANCE AUTO PARTS IN	0000	99230090	INV	04/11/2023	5333304626136			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 03152140 6316		MAINTENAN	MOTOR VEH		147.39			
							147.39		
63174	ADVANCE AUTO PARTS IN	0000	99230090	INV	04/11/2023	5333304626165			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550410 6316		PARKS - M	MOTOR VEH		147.39			
							147.39		
63174	ADVANCE AUTO PARTS IN	0000	99230090	INV	04/11/2023	5333304642476			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550410 6316		PARKS - M	MOTOR VEH		3.43			
							3.43		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS					
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
63174	ADVANCE AUTO PARTS IN	0000	99230102	INV	04/11/2023	5333301242001			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			66.22		
							66.22		
63174	ADVANCE AUTO PARTS IN	0000	99230090	INV	04/11/2023	5333304742505			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			111.06		
							111.06		
63174	ADVANCE AUTO PARTS IN	0000	99230102	INV	04/11/2023	5333301141951			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			724.70		
							724.70		
63174	ADVANCE AUTO PARTS IN	0000	99230102	INV	04/11/2023	5333302024922			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 03152220 6316			OPERATION MOTOR VEH			162.13		
							162.13		
63174	ADVANCE AUTO PARTS IN	0000	99230090	INV	04/11/2023	5333304526084			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145110 6316			STREETS/B MOTOR VEH			33.08		
							33.08		
63174	ADVANCE AUTO PARTS IN	0000	99230090	INV	04/11/2023	5333304526088			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145110 6316			STREETS/B MOTOR VEH			27.87		
							27.87		
63174	ADVANCE AUTO PARTS IN	0000	99230123	INV	04/11/2023	5333302342141			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550410 6316			PARKS - M MOTOR VEH			162.13		
							162.13		
63174	ADVANCE AUTO PARTS IN	0000	99230123	INV	04/11/2023	5333305942747			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			230.71		
							230.71		
63174	ADVANCE AUTO PARTS IN	0000	99230123	INV	04/11/2023	5333301024430			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			80.02		
							80.02		

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
63174	ADVANCE AUTO PARTS IN	0000	99230123	INV	04/11/2023	5333301024428				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			195.95			
									195.95	
63174	ADVANCE AUTO PARTS IN	0000	99230123	INV	04/11/2023	5333302425096				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			133.23			
									133.23	
63174	ADVANCE AUTO PARTS IN	0000	99230123	INV	04/11/2023	5333302425095				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			28.12			
									28.12	
63174	ADVANCE AUTO PARTS IN	0000	99230123	INV	04/11/2023	5333302024921				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			162.13			
									162.13	
						CHECK TOTAL	9,606.02			
62507	ADVANCED ENVIRONMENTA	0000	23000967	EFT	04/11/2023	3009				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144170 6419			FIRE STAT OTHER PRO			1,500.00			
									1,500.00	
62507	ADVANCED ENVIRONMENTA	0000		EFT	04/11/2023	3015				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 08596430 6485			LEAD INTR CONTRACT			500.00			
									500.00	
62507	ADVANCED ENVIRONMENTA	0000		EFT	04/11/2023	3018				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00140410 6419			PLANNING OTHER PRO			4,750.00			
									4,750.00	
62507	ADVANCED ENVIRONMENTA	0000		EFT	04/11/2023	3019				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00140410 6419			PLANNING OTHER PRO			4,975.00			
									4,975.00	
62507	ADVANCED ENVIRONMENTA	0000		EFT	04/11/2023	3020				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00140410 6419			PLANNING OTHER PRO			3,000.00			
									3,000.00	

ACCOUNTS PAYABLE CHECK RUN REPORT

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
						CHECK TOTAL	14,725.00			
401766	AIRSOUTH, LLC	0000	23001060	INV	04/11/2023	81235711				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550125 6419		PROGRAMMIOTHER PRO				89.00			
	2 00550125 6461		PROGRAMMIBUILDINGS				769.15			
						CHECK TOTAL	858.15			
41630	ALOHA LOCK & KEY SHOP	0000	77230421	INV	04/11/2023	59094				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145020 6299		PUBLIC WO OTHER OPE				5.00			
									5.00	
41630	ALOHA LOCK & KEY SHOP	0000	77230411	INV	04/11/2023	59089				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00141130 6299		OFFICE OF OTHER OPE				18.00			
									18.00	
41630	ALOHA LOCK & KEY SHOP	0000	77230420	INV	04/11/2023	59093				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144225 6419		CRIME LAB OTHER PRO				156.50			
									156.50	
41630	ALOHA LOCK & KEY SHOP	0000	77230328	INV	04/11/2023	59024				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144220 6419		SUPPORT S OTHER PRO				20.00			
									20.00	
41630	ALOHA LOCK & KEY SHOP	0000	77230377	INV	04/11/2023	59075				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144235 6419		PUBLIC SA OTHER PRO				126.00			
									126.00	
41630	ALOHA LOCK & KEY SHOP	0000	77230432	INV	04/11/2023	59102				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144225 6419		CRIME LAB OTHER PRO				34.25			
									34.25	
41630	ALOHA LOCK & KEY SHOP	0000	77230435	INV	04/11/2023	59107				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145300 6461		CARE & MA BUILDINGS				14.00			
									14.00	
						CHECK TOTAL	373.75			

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100	POOLED CASH - AP DISBURSEMENTS							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
401896	AMIABLE ARTS FOUNDATI	0000	INV	03/28/2023	1					
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00143300 6742	SPECIAL P	CTOA			10,000.00				
									10,000.00	
						CHECK TOTAL			10,000.00	
30736	APAC MISS INC	0000	EFT	04/11/2023	40000141659					
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145124 6320	SBD - PAV	ASPHALT-R			1,252.40				
									1,252.40	
30736	APAC MISS INC	0000	EFT	04/11/2023	4000141776					
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145124 6320	SBD - PAV	ASPHALT-R			1,690.85				
									1,690.85	
30736	APAC MISS INC	0000	EFT	04/11/2023	4000142810					
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145124 6320	SBD - PAV	ASPHALT-R			1,006.50				
									1,006.50	
30736	APAC MISS INC	0000	EFT	04/11/2023	4000141300					
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145124 6320	SBD - PAV	ASPHALT-R			2,011.90				
									2,011.90	
30736	APAC MISS INC	0000	EFT	04/11/2023	400014971					
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145124 6320	SBD - PAV	ASPHALT-R			2,134.30				
									2,134.30	
30736	APAC MISS INC	0000	EFT	04/11/2023	4000142428					
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145124 6320	SBD - PAV	ASPHALT-R			1,343.85				
									1,343.85	
30736	APAC MISS INC	0000	EFT	04/11/2023	4000142558					
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145124 6320	SBD - PAV	ASPHALT-R			1,258.50				
									1,258.50	
30736	APAC MISS INC	0000	EFT	04/11/2023	4000143038					
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145124 6320	SBD - PAV	ASPHALT-R			899.25				

ACCOUNTS PAYABLE CHECK RUN REPORT

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100	POOLED CASH - AP DISBURSEMENTS						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
30736	APAC MISS INC	0000		EFT	04/11/2023	4000143131	899.25		
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145124 6320		SBD - PAV	ASPHALT-R		1,926.40			
							1,926.40		
30736	APAC MISS INC	0000		EFT	04/11/2023	4000143994			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145124 6320		SBD - PAV	ASPHALT-R		1,580.25			
							1,580.25		
						CHECK TOTAL	15,104.20		
63678	AT & T	0000		INV	04/11/2023	28730614594803052023			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144220 6454		SUPPORT S	TELEPHONE		80.46			
							80.46		
						CHECK TOTAL	80.46		
70455	AT & T MOBILITY	0000		INV	04/11/2023	287279913854x0022723			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00490400 6455		COMPUTER	CELLULAR P		840.17			
							840.17		
70455	AT & T MOBILITY	0000		INV	04/11/2023	287303958429x0305202			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144170 6419		FIRE STAT	OTHER PRO		1,373.05			
							1,373.05		
						CHECK TOTAL	2,213.22		
71682	B 2 G NOW	0000		INV	04/11/2023	22123126			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00140410 6419		PLANNING	OTHER PRO		6,181.49			
							6,181.49		
71682	B 2 G NOW	0000		INV	04/11/2023	21071604			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00140410 6419		PLANNING	OTHER PRO		18,563.00			
							18,563.00		
71682	B 2 G NOW	0000		INV	04/11/2023	20070106			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00140410 6419		PLANNING	OTHER PRO		18,563.00			
							18,563.00		

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Detail Invoice List

CHECK RUN: CD041123 04/11/2023
 DUE DATE: 04/11/2023

CASH ACCOUNT: 999		1100	POOLED CASH - AP DISBURSEMENTS							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
						18,563.00				
					CHECK TOTAL	43,307.49				
72141	BADGE PASS, INC.	0000	23001066	INV	04/11/2023	INV89521				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144228 6464		POLICE ID	MACHINE/E		279.00				
						279.00				
					CHECK TOTAL	279.00				
71898	BANCORPSOUTH BANK	0000		INV	04/11/2023	04072023				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 31651193 6611		2015 A/B	RETIREMEN		180,000.00				
	2 31651193 6612		2015 A/B	INTEREST		345,906.26				
						525,906.26				
					CHECK TOTAL	525,906.26				
401904	BENCHMARK CONSTRUCTIO	0000		INV	04/11/2023	464438				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 40643350 6419		DFA-TMH 2MOTHER PROF			8,276.40				
						8,276.40				
401904	BENCHMARK CONSTRUCTIO	0000		INV	04/11/2023	1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 40643350 6419		DFA-TMH 2MOTHER PROF			37,150.00				
						37,150.00				
					CHECK TOTAL	45,426.40				
401695	BENCHMARK HOLDCO, LLC	0000		EFT	03/21/2023	1870				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144215 6231		OFFICE OF	COMPUTER		23,920.00				
						23,920.00				
					CHECK TOTAL	23,920.00				
66150	BIG 10 TIRES & ACCESS	0000	23000977	INV	04/11/2023	2082931				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144310 6316		TELECOMMUMOTOR VEH			966.41				
						966.41				

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Detail Invoice List

CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100	POOLED CASH - AP DISBURSEMENTS							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
66150	BIG 10 TIRES & ACCESS		0000	23000871	INV	04/11/2023	2082506			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00145700 6316			CUSTODIAL MOTOR VEH			102.46			
								102.46		
66150	BIG 10 TIRES & ACCESS		0000	23000871	INV	04/11/2023	2082477			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00145700 6316			CUSTODIAL MOTOR VEH			519.96			
								519.96		
66150	BIG 10 TIRES & ACCESS		0000	23000647	INV	04/11/2023	2081838			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00145300 6316			CARE & MA MOTOR VEH			507.96			
								507.96		
66150	BIG 10 TIRES & ACCESS		0000	23000647	INV	04/11/2023	2081824			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			421.98			
								421.98		
66150	BIG 10 TIRES & ACCESS		0000	23000647	INV	04/11/2023	2081817			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00550410 6316			PARKS - M MOTOR VEH			141.98			
								141.98		
66150	BIG 10 TIRES & ACCESS		0000	23001003	INV	04/11/2023	2082331			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			102.86			
								102.86		
66150	BIG 10 TIRES & ACCESS		0000	23001003	INV	04/11/2023	2082849			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			54.46			
								54.46		
66150	BIG 10 TIRES & ACCESS		0000	23001003	INV	04/11/2023	2082799			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			707.96			
								707.96		
66150	BIG 10 TIRES & ACCESS		0000	23001003	INV	04/11/2023	2082793			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			167.99			
								167.99		

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100	POOLED CASH - AP DISBURSEMENTS							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
66150	BIG 10 TIRES & ACCESS		0000	23001003	INV	04/11/2023	2082792			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316				OPERATION MOTOR VEH			389.98		
									389.98	
66150	BIG 10 TIRES & ACCESS		0000	23001003	INV	04/11/2023	2082932			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316				OPERATION MOTOR VEH			353.98		
									353.98	
66150	BIG 10 TIRES & ACCESS		0000	23001003	INV	04/11/2023	2082929			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316				OPERATION MOTOR VEH			779.96		
									779.96	
66150	BIG 10 TIRES & ACCESS		0000	23001003	INV	04/11/2023	2082791			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316				OPERATION MOTOR VEH			102.46		
									102.46	
66150	BIG 10 TIRES & ACCESS		0000	23001003	INV	04/11/2023	2082748			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316				OPERATION MOTOR VEH			202.99		
									202.99	
66150	BIG 10 TIRES & ACCESS		0000	23001003	INV	04/11/2023	2082703			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316				OPERATION MOTOR VEH			419.98		
									419.98	
66150	BIG 10 TIRES & ACCESS		0000	23001003	INV	04/11/2023	2082884			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316				OPERATION MOTOR VEH			811.96		
									811.96	
66150	BIG 10 TIRES & ACCESS		0000	23001003	INV	04/11/2023	2082724			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316				OPERATION MOTOR VEH			811.96		
									811.96	
66150	BIG 10 TIRES & ACCESS		0000	23001003	INV	04/11/2023	2082758			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316				OPERATION MOTOR VEH			707.96		
									707.96	

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
66150	BIG 10 TIRES & ACCESS	0000	23001003	INV	04/11/2023	2082783				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144850 6316		TRAFFIC S	MOTOR VEH			180.86			
							180.86			
66150	BIG 10 TIRES & ACCESS	0000	23001003	INV	04/11/2023	2082676				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145125 6316		SBD - D	MOTOR VEH			169.98			
							169.98			
66150	BIG 10 TIRES & ACCESS	0000	23001003	INV	04/11/2023	2082632				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145125 6316		SBD - D	MOTOR VEH			272.98			
							272.98			
66150	BIG 10 TIRES & ACCESS	0000	23001003	INV	04/11/2023	2082657				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550410 6316		PARKS - M	MOTOR VEH			847.96			
							847.96			
66150	BIG 10 TIRES & ACCESS	0000	23001003	INV	04/11/2023	2082903				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550410 6316		PARKS - M	MOTOR VEH			407.96			
							407.96			
66150	BIG 10 TIRES & ACCESS	0000	23001003	INV	04/11/2023	2082656				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550410 6316		PARKS - M	MOTOR VEH			215.98			
							215.98			
66150	BIG 10 TIRES & ACCESS	0000	23001003	INV	04/11/2023	2082661				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550410 6316		PARKS - M	MOTOR VEH			261.98			
							261.98			
66150	BIG 10 TIRES & ACCESS	0000	23001003	INV	04/11/2023	2082666				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550410 6316		PARKS - M	MOTOR VEH			261.98			
							261.98			
66150	BIG 10 TIRES & ACCESS	0000	23001003	INV	04/11/2023	2082665				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550410 6316		PARKS - M	MOTOR VEH			261.98			
							261.98			

ACCOUNTS PAYABLE CHECK RUN REPORT

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
66150	BIG 10 TIRES & ACCESS	0000	23001003	INV	04/11/2023	2082662				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550410 6316		PARKS - M	MOTOR VEH		261.98				
							261.98			
						CHECK TOTAL	11,418.89			
2730	BOBS POOL SERVICE	0000	23001043	INV	04/11/2023	311623				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 39049800 6317		ZOO PARK	OTHER REPA		669.90				
							669.90			
						CHECK TOTAL	669.90			
69221	BRYANT PEST CONTROL	0000	23001041	INV	03/28/2023	16499				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144850 6419		TRAFFIC S	OTHER PRO		125.00				
							125.00			
						CHECK TOTAL	125.00			
70053	BUSINESS & OFFICE KON	0000	23000995	EFT	04/11/2023	12630				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550125 6419		PROGRAMMIOTHER PRO			675.00				
	2 00550125 6461		PROGRAMMIBUILDINGS			1,979.80				
							2,654.80			
						CHECK TOTAL	2,654.80			
401320	C & J TOWING	0000		EFT	04/11/2023	011223				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION MOTOR VEH			75.00				
							75.00			
401320	C & J TOWING	0000		EFT	04/11/2023	011223-1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION MOTOR VEH			75.00				
							75.00			
401320	C & J TOWING	0000		EFT	04/11/2023	011223-2				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION MOTOR VEH			75.00				
							75.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD041123 04/11/2023
 DUE DATE: 04/11/2023

CASH ACCOUNT: 999		1100	POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
401320	C & J TOWING	0000		EFT	04/11/2023	03022023				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH		75.00				
							75.00			
401320	C & J TOWING	0000		EFT	04/11/2023	03022023-1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH		75.00				
							75.00			
							CHECK TOTAL		375.00	
31580	CALHOUN FENCE INC	0000	99230103	INV	04/11/2023	2023616				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145610 6299			VEHICLE M OTHER OPE		4,202.00				
							4,202.00			
							CHECK TOTAL		4,202.00	
401902	CAPITAL AIR BALANCE I	0000		INV	04/11/2023	J10629				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 43040820 6419			2022 GO PL OTHER PROF		2,500.00				
							2,500.00			
							CHECK TOTAL		2,500.00	
69303	CAPITAL CITY SECURITY	0000		EFT	03/28/2023	18832				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00141510 6420			MCS ADMIN CONTRACT		1,132.71				
							1,132.71			
69303	CAPITAL CITY SECURITY	0000		EFT	04/11/2023	18800				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 03152010 6420			WATER/SEWCONTRACT		1,446.00				
							1,446.00			
69303	CAPITAL CITY SECURITY	0000		EFT	04/11/2023	18838				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 03152010 6420			WATER/SEWCONTRACT		2,120.80				
							2,120.80			
							CHECK TOTAL		4,699.51	

ACCOUNTS PAYABLE CHECK RUN REPORT

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
39570	CARR PLUMBING SUPPLY	0000	77230425	INV	04/11/2023	S1871281.001			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145300 6461		CARE & MA	BUILDINGS			9.32		
							9.32		
						CHECK TOTAL	9.32		
401325	CBS TRANSPORT, INC.	0000	23001072	INV	04/11/2023	1025			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 40150130 6419		DFA-LIVING	OTHER PROF			17,400.00		
							17,400.00		
						CHECK TOTAL	17,400.00		
62468	CDW GOVERNMENT	0000	23000926	EFT	04/11/2023	GX83560			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00140410 6242		PLANNING	DATA PROCE			1,338.96		
							1,338.96		
62468	CDW GOVERNMENT	0000	23000926	EFT	04/11/2023	HH55292			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00140410 6242		PLANNING	DATA PROCE			1,689.68		
							1,689.68		
62468	CDW GOVERNMENT	0000	23000818	EFT	04/11/2023	GM65319			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00140410 6242		PLANNING	DATA PROCE			547.76		
							547.76		
62468	CDW GOVERNMENT	0000	23000818	EFT	04/11/2023	HC42542			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00140440 6242		RENTAL&RE	DATA PROCE			2,259.75		
							2,259.75		
62468	CDW GOVERNMENT	0000	23000933	EFT	04/11/2023	HB77233			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00490400 6419		COMPUTER	OTHER PRO			5,995.00		
							5,995.00		
						CHECK TOTAL	11,831.15		
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4149494973			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144160 6516		FIRE VEHI	UNIFORMS,			55.78		
							55.78		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD041123 04/11/2023
 DUE DATE: 04/11/2023

CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4148911532			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145124 6516		SBD - PAV	UNIFORMS,			201.83		
									201.83
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4149633416			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 03152215 6516		MAINTENAN	UNIFORMS,			14.57		
									14.57
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4149633391			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 03152215 6516		MAINTENAN	UNIFORMS,			56.49		
									56.49
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4146684239			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144160 6516		FIRE VEHI	UNIFORMS,			55.78		
									55.78
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4144589947			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144160 6516		FIRE VEHI	UNIFORMS,			55.78		
									55.78
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4144589894			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144160 6516		FIRE VEHI	UNIFORMS,			61.09		
									61.09
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4141685087			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144160 6516		FIRE VEHI	UNIFORMS,			61.09		
									61.09
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4141685000			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144160 6516		FIRE VEHI	UNIFORMS,			55.78		
									55.78
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4138957682			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144160 6516		FIRE VEHI	UNIFORMS,			61.09		
									61.09

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CHECK RUN: CD041123 04/11/2023
 DUE DATE: 04/11/2023

CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4138957697			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144160 6516		FIRE VEHI	UNIFORMS,		55.78			
							55.78		
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4136236783			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144160 6516		FIRE VEHI	UNIFORMS,		61.09			
							61.09		
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4136236802			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144160 6516		FIRE VEHI	UNIFORMS,		55.78			
							55.78		
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4134834546			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144160 6516		FIRE VEHI	UNIFORMS,		78.28			
							78.28		
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4134834486			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144160 6516		FIRE VEHI	UNIFORMS,		167.33			
							167.33		
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4149494452			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00950610 6516		LANDFILL	UNIFORMS,		99.99			
							99.99		
40789	CINTAS CORPORATION	0000	23000359	EFT	04/11/2023	1903657601			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550480 6217		PARKS - M	UNIFORMS		47.45			
							47.45		
40789	CINTAS CORPORATION	0000	23000347	EFT	04/11/2023	1903801588			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550410 6217		PARKS - M	UNIFORMS		483.00			
							483.00		
40789	CINTAS CORPORATION	0000	23000347	EFT	04/11/2023	1903656220			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550410 6217		PARKS - M	UNIFORMS		314.70			
							314.70		

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4150188420				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00146130 6516		P W- PARK	UNIFORMS,		12.48				
							12.48			
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4150188578				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144410 6516		ADMINISTR	UNIFORMS,		43.76				
							43.76			
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4150321963				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 03152215 6516		MAINTENAN	UNIFORMS,		51.74				
							51.74			
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4150321841				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 03152215 6516		MAINTENAN	UNIFORMS,		14.57				
							14.57			
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4150336747				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145700 6516		CUSTODIAL	UNIFORMS,		181.43				
							181.43			
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4150336664				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145300 6516		CARE & MA	UNIFORMS,		117.78				
							117.78			
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4150189407				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144160 6516		FIRE VEHI	UNIFORMS,		55.78				
							55.78			
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4150189350				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144160 6516		FIRE VEHI	UNIFORMS,		61.09				
							61.09			
40789	CINTAS CORPORATION	0000		EFT	04/04/2023	4150322579				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144810 6516		TRAFFIC A	UNIFORMS,		123.71				
							123.71			

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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4150188929				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00950610 6516		LANDFILL	UNIFORMS,		99.99				
							99.99			
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4148911744				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 03152220 6516		OPERATION	UNIFORMS,		667.69				
							667.69			
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4149633613				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 03152220 6516		OPERATION	UNIFORMS,		200.89				
	2 03152220 6516		OPERATION	UNIFORMS,		-0.20				
							200.69			
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4150322036				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 03152220 6516		OPERATION	UNIFORMS,		298.69				
							298.69			
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4150322235				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145125 6516		SBD - D	UNIFORMS,		201.89				
							201.89			
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4150905023				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144410 6516		ADMINISTR	UNIFORMS,		293.29				
							293.29			
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4150904912				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00146130 6516		P W- PARK	UNIFORMS,		12.48				
							12.48			
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4151025393				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145300 6516		CARE & MA	UNIFORMS,		117.78				
							117.78			
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4151025496				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145700 6516		CUSTODIAL	UNIFORMS,		267.08				
							267.08			

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4150905790			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144160 6516		FIRE VEHI	UNIFORMS,			61.09		
									61.09
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4150905830			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144160 6516		FIRE VEHI	UNIFORMS,			55.78		
									55.78
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4151009953			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 03152220 6516		OPERATION	UNIFORMS,			207.45		
									207.45
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4151009670			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145124 6516		SBD - PAV	UNIFORMS,			87.83		
									87.83
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4151009689			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 03152215 6516		MAINTENAN	UNIFORMS,			51.74		
									51.74
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4151009747			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 03152215 6516		MAINTENAN	UNIFORMS,			14.57		
									14.57
40789	CINTAS CORPORATION	0000		EFT	04/11/2023	4151010582			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144810 6516		TRAFFIC A	UNIFORMS,			123.71		
									123.71
40789	CINTAS CORPORATION	0000	88230152	EFT	04/25/2023	5151045645			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144120 6316		EMERGENCY	MOTOR VEH			20.45		
									20.45
						CHECK TOTAL	5,487.22		
60856	CITIBANK N A	0000	23001029	INV	04/11/2023	6970505			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550180 6240		AQUATICS	NON-CAPIT			396.00		
	2 00550410 6299		PARKS - M	OTHER OPE			74.85		

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
							470.85			
						CHECK TOTAL	470.85			
66021	COMCAST CABLE	0000		INV	04/11/2023	83964104413956190323				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00140610 6514		INFORMATI	RENTAL OF			70.93			
									70.93	
66021	COMCAST CABLE	0000		INV	04/11/2023	8396410451107623MAR				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144310 6514		TELECOMMURENTAL OF				104.46			
									104.46	
						CHECK TOTAL	175.39			
63601	COMPLETE ENVIRONMENTA	0000		INV	04/11/2023	10610				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00950630 6419		HOUSEHOLDOTHER PRO				3,200.00			
									3,200.00	
						CHECK TOTAL	3,200.00			
4402	CONSOLIDATED PIPE & S	0000	22001539	INV	04/11/2023	0422645-001-000				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 031 1503		WATER/SEWWATER/SEW				4,689.00			
									4,689.00	
4402	CONSOLIDATED PIPE & S	0000	22001539	INV	04/11/2023	0422645-002-000				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 031 1503		WATER/SEWWATER/SEW				21,504.00			
									21,504.00	
						CHECK TOTAL	26,193.00			
72690	CORNERSTONE ENGINEERI	0000		EFT	04/11/2023	3593				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 39152190 6419		ARPA21WTR OTHER PROF				178,485.00			
									178,485.00	
72690	CORNERSTONE ENGINEERI	0000		EFT	04/11/2023	3636				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 39152190 6419		ARPA21WTR OTHER PROF				184,410.00			
									184,410.00	

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
72690	CORNERSTONE ENGINEERI	0000		EFT	04/11/2023	3800				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 39152190 6419		ARPA21WTR	OTHER PROF			114,830.00			
									114,830.00	
									CHECK TOTAL	
									477,725.00	
60499	CROW BURLINGAME CO DB	0000	23000611	INV	04/11/2023	233-490547				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION	MOTOR VEH			878.08			
									878.08	
60499	CROW BURLINGAME CO DB	0000	23000611	INV	04/11/2023	233-490762				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION	MOTOR VEH			452.48			
									452.48	
60499	CROW BURLINGAME CO DB	0000	23000611	INV	04/11/2023	233-494059				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION	MOTOR VEH			280.85			
									280.85	
60499	CROW BURLINGAME CO DB	0000	23000611	INV	04/11/2023	233-494018				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION	MOTOR VEH			246.44			
									246.44	
60499	CROW BURLINGAME CO DB	0000	23000611	INV	04/11/2023	233-495201				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 03152140 6316		MAINTENAN	MOTOR VEH			481.17			
									481.17	
60499	CROW BURLINGAME CO DB	0000	23000611	INV	04/11/2023	233-493209				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00140440 6316		RENTAL&RE	MOTOR VEHI			133.61			
									133.61	
60499	CROW BURLINGAME CO DB	0000	23000611	INV	04/11/2023	233-495232				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION	MOTOR VEH			174.68			
									174.68	
60499	CROW BURLINGAME CO DB	0000	23000611	INV	04/11/2023	233-492539				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION	MOTOR VEH			25.98			
									25.98	

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 DUE DATE: 04/11/2023

CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
60499	CROW BURLINGAME CO DB	0000	23000611	INV	04/11/2023	233-493021				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145610 6316		VEHICLE M	MOTOR VEH			45.47			
									45.47	
60499	CROW BURLINGAME CO DB	0000	23000611	INV	04/11/2023	233-494017				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145125 6316		SBD - D	MOTOR VEH			366.82			
									366.82	
60499	CROW BURLINGAME CO DB	0000	23000611	INV	04/11/2023	233-494464				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION	MOTOR VEH			327.24			
									327.24	
						CHECK TOTAL	3,412.82			
71086	CSL SERVICES INC	0000		INV	04/11/2023	JMB 21-01				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 17594510 6419		RIDGELAND	OTHER PRO			5,872.00			
									5,872.00	
71086	CSL SERVICES INC	0000		INV	04/11/2023	WBIFM 22-01				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 17494400 6419		MADISON S	OTHER PRO			15,604.00			
									15,604.00	
71086	CSL SERVICES INC	0000		INV	04/11/2023	JMB 22-03				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 17594510 6419		RIDGELAND	OTHER PRO			5,872.00			
									5,872.00	
71086	CSL SERVICES INC	0000		INV	04/11/2023	WBIFM 22-03				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 17494400 6419		MADISON S	OTHER PRO			15,604.00			
									15,604.00	
71086	CSL SERVICES INC	0000		INV	04/11/2023	JBM 22-04				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 17594510 6419		RIDGELAND	OTHER PRO			5,872.00			
									5,872.00	
71086	CSL SERVICES INC	0000		INV	04/11/2023	WBIFM 22-04				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 17494400 6419		MADISON S	OTHER PRO			15,604.00			
									15,604.00	

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Detail Invoice List

CHECK RUN: CD041123 04/11/2023
 DUE DATE: 04/11/2023

CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
71086	CSL SERVICES INC	0000		INV	04/11/2023	JBM 22-05			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 17594510 6419		RIDGELAND OTHER PRO			5,872.00			
							5,872.00		
71086	CSL SERVICES INC	0000		INV	04/11/2023	WBIFM 22-05			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 17494400 6419		MADISON S OTHER PRO			15,604.00			
							15,604.00		
71086	CSL SERVICES INC	0000		INV	04/11/2023	WBIFM 22-02			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 17494400 6419		MADISON S OTHER PRO			15,604.00			
							15,604.00		
71086	CSL SERVICES INC	0000		INV	04/11/2023	JBM 21-02			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 17594510 6419		RIDGELAND OTHER PRO			5,872.00			
							5,872.00		
							CHECK TOTAL		107,380.00
39735	DELIVER ME SENIOR SU	0000		INV	04/11/2023	112			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 08581410 6742		COMM SER CTOA			4,193.04			
							4,193.04		
39735	DELIVER ME SENIOR SU	0000		INV	04/11/2023	113			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 08581410 6742		COMM SER CTOA			9,724.29			
							9,724.29		
39735	DELIVER ME SENIOR SU	0000		INV	04/11/2023	114			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 08581410 6742		COMM SER CTOA			2,551.78			
							2,551.78		
39735	DELIVER ME SENIOR SU	0000		INV	04/11/2023	115			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 08581410 6742		COMM SER CTOA			3,421.55			
							3,421.55		
39735	DELIVER ME SENIOR SU	0000		INV	04/11/2023	116			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 08581410 6742		COMM SER CTOA			769.85			
							769.85		

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100	POOLED CASH - AP DISBURSEMENTS							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
					CHECK TOTAL	20,660.51				
71851	DELTA DENTAL INSURANC	0000	EFT	04/11/2023	BE005445332					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 057 2102	EMPLOYEESACCOUNTS			51,866.28			51,866.28		
					CHECK TOTAL	51,866.28				
59323	DELTA MUFFLER & EXHAU	0000	23000684	INV	04/11/2023	2710				
	ACCOUNT DETAIL				LINE AMOUNT					
	1 00145300 6316	CARE & MA MOTOR VEH			1,026.68			1,026.68		
					CHECK TOTAL	1,026.68				
59412	DEVINEY EQUIPMENT	0000	23000981	INV	03/21/2023	IV62482				
	ACCOUNT DETAIL				LINE AMOUNT					
	1 00550410 6317	PARKS - M OTHER REP			301.98					
	2 00550410 6422	PARKS - M FREIGHT E			36.78					
								338.76		
59412	DEVINEY EQUIPMENT	0000	23001012	INV	03/21/2023	WO56564				
	ACCOUNT DETAIL				LINE AMOUNT					
	1 00550410 6419	PARKS - M OTHER PRO			3,250.00					
	2 00550410 6422	PARKS - M FREIGHT E			37.61					
	3 00550410 6464	PARKS - M MACHINE/E			3,374.83					
								6,662.44		
59412	DEVINEY EQUIPMENT	0000	23000648	INV	04/11/2023	WO56910				
	ACCOUNT DETAIL				LINE AMOUNT					
	1 03152220 6316	OPERATION MOTOR VEH			408.00			408.00		
59412	DEVINEY EQUIPMENT	0000	23000648	INV	04/11/2023	WO56847				
	ACCOUNT DETAIL				LINE AMOUNT					
	1 00550410 6316	PARKS - M MOTOR VEH			1,817.83			1,817.83		
59412	DEVINEY EQUIPMENT	0000	23000648	INV	04/11/2023	WO56984				
	ACCOUNT DETAIL				LINE AMOUNT					
	1 00145125 6316	SBD - D MOTOR VEH			2,326.90			2,326.90		

ACCOUNTS PAYABLE CHECK RUN REPORT

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
59412	DEVINEY EQUIPMENT	0000	23000648	INV	04/11/2023	IV61848			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH			239.80		
									239.80
59412	DEVINEY EQUIPMENT	0000	99230115	INV	04/11/2023	WO56616			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550410 6316			PARKS - M MOTOR VEH			2,961.38		
									2,961.38
59412	DEVINEY EQUIPMENT	0000	99230116	INV	04/11/2023	WO56586			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550410 6316			PARKS - M MOTOR VEH			1,428.26		
									1,428.26
						CHECK TOTAL			16,183.37
49532	DOWNTOWN JACKSON PART	0000		EFT	04/11/2023	04032023-1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00750500 6742			BUSINESS CTOA			22,400.48		
									22,400.48
						CHECK TOTAL			22,400.48
69111	DUNCAN PARKING TECH I	0000		INV	04/11/2023	DPT045535			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00146130 6240			P W- PARK NON-CAPIT			36.00		
									36.00
69111	DUNCAN PARKING TECH I	0000		INV	04/11/2023	DPT045524			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00146130 6240			P W- PARK NON-CAPIT			351.00		
									351.00
69111	DUNCAN PARKING TECH I	0000		INV	04/05/2023	DPT045607			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00146130 6240			P W- PARK NON-CAPIT			601.25		
									601.25
						CHECK TOTAL			988.25
71805	EJES INC	0000		EFT	04/11/2023	222-08-09			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 03252290 6823			SEWER - C IOTBE			268,188.00		
									268,188.00

ACCOUNTS PAYABLE CHECK RUN REPORT

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100	POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
71805	EJES INC	0000		EFT	04/11/2023	222-10-11				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 17345190 6824			1% ENG CAPIMPROVEMEN		6,568.36				
							6,568.36			
						CHECK TOTAL	274,756.36			
20377	ENTERGY	0000		INV	04/11/2023	102986767041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550410 6451			PARKS - M ELECTRIC L		27.66				
							27.66			
20377	ENTERGY	0000		INV	04/11/2023	103661260041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550410 6451			PARKS - M ELECTRIC L		27.54				
							27.54			
20377	ENTERGY	0000		INV	04/11/2023	109160960041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145400 6451			STREET LI ELECTRIC L		27.54				
							27.54			
20377	ENTERGY	0000		INV	04/11/2023	109392258041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 03152240 6451			FIELD O & ELECTRIC L		966.20				
							966.20			
20377	ENTERGY	0000		INV	04/11/2023	116434713041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145400 6451			STREET LI ELECTRIC L		131.84				
							131.84			
20377	ENTERGY	0000		INV	04/11/2023	116434721041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145400 6451			STREET LI ELECTRIC L		67.67				
							67.67			
20377	ENTERGY	0000		INV	04/11/2023	116755885041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145400 6451			STREET LI ELECTRIC L		51.94				
							51.94			
20377	ENTERGY	0000		INV	04/11/2023	118974476041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145400 6451			STREET LI ELECTRIC L		93.12				
							93.12			

ACCOUNTS PAYABLE CHECK RUN REPORT

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100	POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
20377	ENTERGY	0000		INV	04/11/2023	121079818041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145400 6451		STREET LI	ELECTRIC L		95.70				
							95.70			
20377	ENTERGY	0000		INV	04/11/2023	121079826041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145400 6451		STREET LI	ELECTRIC L		87.65				
							87.65			
20377	ENTERGY	0000		INV	04/11/2023	121230528041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145400 6451		STREET LI	ELECTRIC L		104.13				
							104.13			
20377	ENTERGY	0000		INV	04/11/2023	121230551041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145400 6451		STREET LI	ELECTRIC L		69.01				
							69.01			
20377	ENTERGY	0000		INV	04/11/2023	121230569041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145400 6451		STREET LI	ELECTRIC L		56.52				
							56.52			
20377	ENTERGY	0000		INV	04/11/2023	122052038041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145124 6451		SBD - PAV	ELECTRIC L		41.31				
							41.31			
20377	ENTERGY	0000		INV	04/11/2023	133471136041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145400 6451		STREET LI	ELECTRIC L		56.68				
							56.68			
20377	ENTERGY	0000		INV	04/11/2023	14907869041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550410 6451		PARKS - M	ELECTRIC L		86.45				
							86.45			
20377	ENTERGY	0000		INV	04/11/2023	15045388041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145300 6451		CARE & MA	ELECTRIC L		5,184.84				
							5,184.84			

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
20377	ENTERGY	0000		INV	04/11/2023	15155054041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 03152130 6451		FEWELL WT	ELECTRIC L		64.52			
							64.52		
20377	ENTERGY	0000		INV	04/11/2023	151601176041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550410 6451		PARKS - M	ELECTRIC L		768.14			
							768.14		
20377	ENTERGY	0000		INV	04/11/2023	15342678041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550410 6451		PARKS - M	ELECTRIC L		817.31			
							817.31		
20377	ENTERGY	0000		INV	04/11/2023	15349574041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00143600 6451		SMITH ROB	ELECTRIC L		925.84			
							925.84		
20377	ENTERGY	0000		INV	04/11/2023	15403033041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550140 6451		TENNIS CO	ELECTRIC L		50.43			
							50.43		
20377	ENTERGY	0000		INV	04/11/2023	15520547041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550125 6451		PROGRAMMIELECTRIC L			28.31			
							28.31		
20377	ENTERGY	0000		INV	04/11/2023	15611205041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145124 6451		SBD - PAV	ELECTRIC L		880.56			
							880.56		
20377	ENTERGY	0000		INV	04/11/2023	15611452041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145124 6451		SBD - PAV	ELECTRIC L		32.90			
							32.90		
20377	ENTERGY	0000		INV	04/11/2023	15611999041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145124 6451		SBD - PAV	ELECTRIC L		198.33			
							198.33		

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
20377	ENERGY	0000		INV	04/11/2023	15612260041123				
	ACCOUNT DETAIL						LINE AMOUNT			
	1	00145124	6451	SBD - PAV	ELECTRIC L		97.25			
							97.25			
20377	ENERGY	0000		INV	04/11/2023	15612476041123				
	ACCOUNT DETAIL						LINE AMOUNT			
	1	00145124	6451	SBD - PAV	ELECTRIC L		39.11			
							39.11			
20377	ENERGY	0000		INV	04/11/2023	15612740041123				
	ACCOUNT DETAIL						LINE AMOUNT			
	1	00144170	6451	FIRE STAT	ELECTRIC L		591.51			
							591.51			
20377	ENERGY	0000		INV	04/11/2023	15612971041123				
	ACCOUNT DETAIL						LINE AMOUNT			
	1	00144170	6451	FIRE STAT	ELECTRIC L		399.30			
							399.30			
20377	ENERGY	0000		INV	04/11/2023	15613425041123				
	ACCOUNT DETAIL						LINE AMOUNT			
	1	00145124	6451	SBD - PAV	ELECTRIC L		1,843.31			
							1,843.31			
20377	ENERGY	0000		INV	04/11/2023	15616998041123				
	ACCOUNT DETAIL						LINE AMOUNT			
	1	00144820	6451	TRAFFIC S	ELECTRIC L		123.07			
							123.07			
20377	ENERGY	0000		INV	04/11/2023	15617467041123				
	ACCOUNT DETAIL						LINE AMOUNT			
	1	00550430	6451	PARKS -GO	ELECTRIC L		51.94			
							51.94			
20377	ENERGY	0000		INV	04/11/2023	15617749041123				
	ACCOUNT DETAIL						LINE AMOUNT			
	1	00550180	6451	AQUATICS	ELECTRIC L		32.41			
							32.41			
20377	ENERGY	0000		INV	04/11/2023	16009169041123				
	ACCOUNT DETAIL						LINE AMOUNT			
	1	00144170	6451	FIRE STAT	ELECTRIC L		505.45			
							505.45			

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
20377	ENTERGY	0000		INV	04/11/2023	16108474041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145400 6451		STREET LI	ELECTRIC L		161.17			
							161.17		
20377	ENTERGY	0000		INV	04/11/2023	16151102041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145300 6451		CARE & MA	ELECTRIC L		6,157.22			
							6,157.22		
20377	ENTERGY	0000		INV	04/11/2023	16340390041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144820 6451		TRAFFIC S	ELECTRIC L		235.99			
							235.99		
20377	ENTERGY	0000		INV	04/11/2023	163621931041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145300 6451		CARE & MA	ELECTRIC L		1,831.94			
							1,831.94		
20377	ENTERGY	0000		INV	04/11/2023	16663536041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144820 6451		TRAFFIC S	ELECTRIC L		225.86			
							225.86		
20377	ENTERGY	0000		INV	04/11/2023	16664302041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144220 6451		SUPPORT S	ELECTRIC L		3,426.79			
							3,426.79		
20377	ENTERGY	0000		INV	04/11/2023	16664500041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144170 6451		FIRE STAT	ELECTRIC L		150.05			
							150.05		
20377	ENTERGY	0000		INV	04/11/2023	16664666041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144820 6451		TRAFFIC S	ELECTRIC L		172.55			
							172.55		
20377	ENTERGY	0000		INV	04/11/2023	16665325041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550410 6451		PARKS - M	ELECTRIC L		170.16			
							170.16		

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100	POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
20377	ENTERGY	0000		INV	04/11/2023	16665655041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550180 6451		AQUATICS	ELECTRIC L		28.94				
							28.94			
20377	ENTERGY	0000		INV	04/11/2023	16666216041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550410 6451		PARKS - M	ELECTRIC L		32.41				
							32.41			
20377	ENTERGY	0000		INV	04/11/2023	16669152041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550410 6451		PARKS - M	ELECTRIC L		32.41				
							32.41			
20377	ENTERGY	0000		INV	04/11/2023	16669426041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550410 6451		PARKS - M	ELECTRIC L		32.41				
							32.41			
20377	ENTERGY	0000		INV	04/11/2023	166994004041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 39049800 6451		ZOO PARK	ELECTRIC L		27.54				
							27.54			
20377	ENTERGY	0000		INV	04/11/2023	166994012041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 39049800 6451		ZOO PARK	ELECTRIC L		27.54				
							27.54			
20377	ENTERGY	0000		INV	04/11/2023	166994020041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 39049800 6451		ZOO PARK	ELECTRIC L		27.54				
							27.54			
20377	ENTERGY	0000		INV	04/11/2023	166994046041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 39049800 6451		ZOO PARK	ELECTRIC L		186.12				
							186.12			
20377	ENTERGY	0000		INV	04/11/2023	166994053041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 39049800 6451		ZOO PARK	ELECTRIC L		75.89				
							75.89			

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CASH ACCOUNT: 999		1100	POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
20377	ENTERGY	0000		INV	04/11/2023	166994061041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 39049800 6451		ZOO PARK	ELECTRIC L		173.95				
							173.95			
20377	ENTERGY	0000		INV	04/11/2023	166994079041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 39049800 6451		ZOO PARK	ELECTRIC L		193.34				
							193.34			
20377	ENTERGY	0000		INV	04/11/2023	166994087041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 39049800 6451		ZOO PARK	ELECTRIC L		48.55				
							48.55			
20377	ENTERGY	0000		INV	04/11/2023	166994095041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 39049800 6451		ZOO PARK	ELECTRIC L		27.54				
							27.54			
20377	ENTERGY	0000		INV	04/11/2023	166994103041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 39049800 6451		ZOO PARK	ELECTRIC L		829.79				
							829.79			
20377	ENTERGY	0000		INV	04/11/2023	166994111041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 39049800 6451		ZOO PARK	ELECTRIC L		145.65				
							145.65			
20377	ENTERGY	0000		INV	04/11/2023	166994129041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 39049800 6451		ZOO PARK	ELECTRIC L		27.54				
							27.54			
20377	ENTERGY	0000		INV	04/11/2023	166994137041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 39049800 6451		ZOO PARK	ELECTRIC L		34.57				
							34.57			
20377	ENTERGY	0000		INV	04/11/2023	166994152041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 39049800 6451		ZOO PARK	ELECTRIC L		100.72				
							100.72			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
20377	ENTERGY	0000		INV	04/11/2023	166994160041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 39049800 6451		ZOO PARK	ELECTRIC L		562.71			
							562.71		
20377	ENTERGY	0000		INV	04/11/2023	166994178041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 39049800 6451		ZOO PARK	ELECTRIC L		196.02			
							196.02		
20377	ENTERGY	0000		INV	04/11/2023	166994186041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 39049800 6451		ZOO PARK	ELECTRIC L		69.01			
							69.01		
20377	ENTERGY	0000		INV	04/11/2023	166994194041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 39049800 6451		ZOO PARK	ELECTRIC L		1,904.63			
							1,904.63		
20377	ENTERGY	0000		INV	04/11/2023	167717032041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144820 6451		TRAFFIC S	ELECTRIC L		77.65			
							77.65		
20377	ENTERGY	0000		INV	04/11/2023	167717065041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144820 6451		TRAFFIC S	ELECTRIC L		75.31			
							75.31		
20377	ENTERGY	0000		INV	04/11/2023	16780827041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550430 6451		PARKS -GO	ELECTRIC L		27.54			
							27.54		
20377	ENTERGY	0000		INV	04/11/2023	17321175041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550430 6451		PARKS -GO	ELECTRIC L		339.03			
							339.03		
20377	ENTERGY	0000		INV	04/11/2023	173344698041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145400 6451		STREET LI	ELECTRIC L		44.16			
							44.16		

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100	POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
20377	ENTERGY	0000		INV	04/11/2023	17401522041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144820 6451		TRAFFIC S	ELECTRIC L		12.42				
							12.42			
20377	ENTERGY	0000		INV	04/11/2023	17401779041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145400 6451		STREET LI	ELECTRIC L		285.88				
							285.88			
20377	ENTERGY	0000		INV	04/11/2023	17446949041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145400 6451		STREET LI	ELECTRIC L		364,353.06				
							364,353.06			
20377	ENTERGY	0000		INV	04/11/2023	17542267041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00140700 6451		LEGAL	ELECTRIC L		1,166.54				
							1,166.54			
20377	ENTERGY	0000		INV	04/11/2023	17566803041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144242 6451		PRECINCT	ELECTRIC L		61.93				
							61.93			
20377	ENTERGY	0000		INV	04/11/2023	17690843041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00142610 6451		OFFICE OF	ELECTRIC L		1.90				
							1.90			
20377	ENTERGY	0000		INV	04/11/2023	17775164041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144820 6451		TRAFFIC S	ELECTRIC L		184.74				
							184.74			
20377	ENTERGY	0000		INV	04/11/2023	17775545041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550140 6451		TENNIS CO	ELECTRIC L		576.18				
							576.18			
20377	ENTERGY	0000		INV	04/11/2023	17840760041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550180 6451		AQUATICS	ELECTRIC L		404.78				
							404.78			

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100	POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
20377	ENERGY	0000		INV	04/11/2023	178551347041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144820 6451		TRAFFIC S	ELECTRIC L		149.74				
							149.74			
20377	ENERGY	0000		INV	04/11/2023	17947599041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550410 6451		PARKS - M	ELECTRIC L		179.22				
							179.22			
20377	ENERGY	0000		INV	04/11/2023	18258616041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144170 6451		FIRE STAT	ELECTRIC L		336.32				
							336.32			
20377	ENERGY	0000		INV	04/11/2023	18425421041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144170 6451		FIRE STAT	ELECTRIC L		993.89				
							993.89			
20377	ENERGY	0000		INV	04/11/2023	18546523041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550410 6451		PARKS - M	ELECTRIC L		32.90				
							32.90			
20377	ENERGY	0000		INV	04/11/2023	18616797041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145400 6451		STREET LI	ELECTRIC L		102.27				
							102.27			
20377	ENERGY	0000		INV	04/11/2023	18724286041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145610 6451		VEHICLE M	ELECTRIC L		205.60				
							205.60			
20377	ENERGY	0000		INV	04/11/2023	18762377041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145610 6451		VEHICLE M	ELECTRIC L		796.28				
							796.28			
20377	ENERGY	0000		INV	04/11/2023	18786418041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550410 6451		PARKS - M	ELECTRIC L		169.30				
							169.30			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
20377	ENERGY	0000		INV	04/11/2023	18786632041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144170 6451		FIRE STAT	ELECTRIC L		464.23			
							464.23		
20377	ENERGY	0000		INV	04/11/2023	18786855041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144170 6451		FIRE STAT	ELECTRIC L		414.93			
							414.93		
20377	ENERGY	0000		INV	04/11/2023	18787085041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550480 6451		PARKS - M	ELECTRIC L		142.82			
							142.82		
20377	ENERGY	0000		INV	04/11/2023	18787564041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 39049800 6451		ZOO PARK	ELECTRIC L		224.13			
							224.13		
20377	ENERGY	0000		INV	04/11/2023	19108414041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145300 6451		CARE & MA	ELECTRIC L		22,585.13			
							22,585.13		
20377	ENERGY	0000		INV	04/11/2023	19322353041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550410 6451		PARKS - M	ELECTRIC L		39.98			
							39.98		
20377	ENERGY	0000		INV	04/11/2023	19349471041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550480 6451		PARKS - M	ELECTRIC L		141.75			
							141.75		
20377	ENERGY	0000		INV	04/11/2023	19580901041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00141810 6451		ARTS CENT	ELECTRIC L		2,487.42			
							2,487.42		
20377	ENERGY	0000		INV	04/11/2023	19581149041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145400 6451		STREET LI	ELECTRIC L		367.12			
							367.12		

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
20377	ENTERGY	0000		INV	04/11/2023	19581388041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145400 6451		STREET LI	ELECTRIC L		959.93			
							959.93		
20377	ENTERGY	0000		INV	04/11/2023	19581602041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145400 6451		STREET LI	ELECTRIC L		301.19			
							301.19		
20377	ENTERGY	0000		INV	04/11/2023	19583129041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144170 6451		FIRE STAT	ELECTRIC L		381.81			
							381.81		
20377	ENTERGY	0000		INV	04/11/2023	19584663041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145300 6451		CARE & MA	ELECTRIC L		961.75			
							961.75		
20377	ENTERGY	0000		INV	04/11/2023	19585355041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550480 6451		PARKS - M	ELECTRIC L		33.95			
							33.95		
20377	ENTERGY	0000		INV	04/11/2023	19585553041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145300 6451		CARE & MA	ELECTRIC L		113.03			
							113.03		
20377	ENTERGY	0000		INV	04/11/2023	19585900041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144170 6451		FIRE STAT	ELECTRIC L		4,060.34			
							4,060.34		
20377	ENTERGY	0000		INV	04/11/2023	19785377041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550410 6451		PARKS - M	ELECTRIC L		350.39			
							350.39		
20377	ENTERGY	0000		INV	04/11/2023	19785617041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550410 6451		PARKS - M	ELECTRIC L		789.70			
							789.70		

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
20377	ENERGY	0000		INV	04/11/2023	19786250041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550140 6451		TENNIS CO	ELECTRIC L		63.38	63.38		
20377	ENERGY	0000		INV	04/11/2023	19787126041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144170 6451		FIRE STAT	ELECTRIC L		387.28	387.28		
20377	ENERGY	0000		INV	04/11/2023	19834530041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144170 6451		FIRE STAT	ELECTRIC L		451.02	451.02		
20377	ENERGY	0000		INV	04/11/2023	19835735041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550410 6451		PARKS - M	ELECTRIC L		144.65	144.65		
20377	ENERGY	0000		INV	04/11/2023	19835909041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550180 6451		AQUATICS	ELECTRIC L		27.54	27.54		
20377	ENERGY	0000		INV	04/11/2023	37995420041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550410 6451		PARKS - M	ELECTRIC L		243.16	243.16		
20377	ENERGY	0000		INV	04/11/2023	39967807041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550410 6451		PARKS - M	ELECTRIC L		27.54	27.54		
20377	ENERGY	0000		INV	04/11/2023	40145237041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144220 6451		SUPPORT S	ELECTRIC L		55.91	55.91		
20377	ENERGY	0000		INV	04/11/2023	47292990041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144223 6451		ANIMAL CO	ELECTRIC L		710.01	710.01		

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
20377	ENTERGY	0000		INV	04/11/2023	48262943041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144220 6451		SUPPORT S	ELECTRIC L		13,020.49	13,020.49		
20377	ENTERGY	0000		INV	04/11/2023	54771464041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145400 6451		STREET LI	ELECTRIC L		108.67	108.67		
20377	ENTERGY	0000		INV	04/11/2023	55521736041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144243 6451		PRECINCT	ELECTRIC L		1,175.37	1,175.37		
20377	ENTERGY	0000		INV	04/11/2023	55985543041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145300 6451		CARE & MA	ELECTRIC L		33.65	33.65		
20377	ENTERGY	0000		INV	04/11/2023	58790569041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550410 6451		PARKS - M	ELECTRIC L		27.54	27.54		
20377	ENTERGY	0000		INV	04/11/2023	60378254041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144225 6451		CRIME LAB	ELECTRIC L		1,073.75	1,073.75		
20377	ENTERGY	0000		INV	04/11/2023	70585534041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00140700 6451		LEGAL	ELECTRIC L		969.79	969.79		
20377	ENTERGY	0000		INV	04/11/2023	84654128041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145400 6451		STREET LI	ELECTRIC L		58.64	58.64		
20377	ENTERGY	0000		INV	04/11/2023	85381358041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144225 6451		CRIME LAB	ELECTRIC L		149.53	149.53		

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
20377	ENTERGY	0000		INV	04/11/2023	92513530041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145300 6451		CARE & MA	ELECTRIC L		20,798.72			
							20,798.72		
20377	ENTERGY	0000		INV	04/11/2023	93376663041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550410 6451		PARKS - M	ELECTRIC L		35.17			
							35.17		
20377	ENTERGY	0000		INV	04/11/2023	94198017041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550410 6451		PARKS - M	ELECTRIC L		27.54			
							27.54		
						CHECK TOTAL	476,927.63		
400131	FACILITY SERVICES AND	0000	23000924	EFT	04/11/2023	GP02192023			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550430 6419		PARKS -GO	OTHER PRO		4,900.00			
							4,900.00		
						CHECK TOTAL	4,900.00		
48050	FLEETCOR TECHNOLOGIES	0000		INV	04/11/2023	NP64027687			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 001 2390		GENERAL F	DUE TO FUE		43,198.74			
							43,198.74		
48050	FLEETCOR TECHNOLOGIES	0000		INV	04/11/2023	NP64061428			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 001 2390		GENERAL F	DUE TO FUE		48,212.33			
							48,212.33		
						CHECK TOTAL	91,411.07		
73581	FONDREN BUSINESS IMPR	0000		EFT	04/11/2023	04032023-2			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 19250500 6742		FBIF	CNTRB OTH		225,475.87			
							225,475.87		
						CHECK TOTAL	225,475.87		

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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
401897	FONDREN RENAISSANCE F	0000		INV	03/28/2023	23-054				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00143300 6742		SPECIAL P	CTOA		10,000.00				
							10,000.00			
						CHECK TOTAL	10,000.00			
401430	FRANCIS STARR SPRINGE	0000		INV	04/11/2023	12004751				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00140794 6414		CLAIMS (O	SPECIAL L		3,074.00				
							3,074.00			
						CHECK TOTAL	3,074.00			
72756	FREDERICK A. SMITH	0000		EFT	04/11/2023	236				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00490400 6419		COMPUTER	OTHER PRO		4,420.00				
							4,420.00			
						CHECK TOTAL	4,420.00			
401913	FRENCH AWNING & SCREE	0000		INV	04/11/2023	16607				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 40643350 6419		DFA-TMH 2	MOTHER PROF		14,231.25				
							14,231.25			
						CHECK TOTAL	14,231.25			
42923	GANNETT RIVER STATES	0000		INV	04/11/2023	0005576834				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 43361900 6444		HOME ARP	LEGAL ADS,		41.54				
							41.54			
						CHECK TOTAL	41.54			
42923	GANNETT RIVER STATES	0000		INV	04/11/2023	0005591715				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 43361900 6444		HOME ARP	LEGAL ADS,		43.00				
							43.00			
						CHECK TOTAL	84.54			
53639	GENERAL WILLIAMS	0000	23000919	EFT	04/11/2023	04				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 18756520 6419		TRANSIT S	OTHER PRO		3,945.00				
							3,945.00			
						CHECK TOTAL	3,945.00			

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CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
						CHECK TOTAL	3,945.00			
41906	GOODYEAR COM TIRE & S	0000	99230131	INV	04/11/2023	238-1060433				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 03152215 6316		MAINTENAN MOTOR VEH			4,110.00				
							4,110.00			
41906	GOODYEAR COM TIRE & S	0000	99230132	INV	04/11/2023	238-1060184				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 03152140 6316		MAINTENAN MOTOR VEH			1,814.64				
							1,814.64			
41906	GOODYEAR COM TIRE & S	0000	99230132	INV	04/11/2023	238-1060263				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 03152140 6316		MAINTENAN MOTOR VEH			286.46				
							286.46			
41906	GOODYEAR COM TIRE & S	0000	99230132	INV	04/11/2023	238-1060411				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 03152140 6316		MAINTENAN MOTOR VEH			907.32				
							907.32			
41906	GOODYEAR COM TIRE & S	0000	99230132	INV	04/11/2023	238-1060172				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550410 6464		PARKS - M MACHINE/E			1,268.94				
							1,268.94			
41906	GOODYEAR COM TIRE & S	0000	99230132	INV	04/11/2023	238-1060392				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550410 6464		PARKS - M MACHINE/E			572.92				
							572.92			
41906	GOODYEAR COM TIRE & S	0000	99230130	INV	04/11/2023	238-1060182				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION MOTOR VEH			672.00				
							672.00			
41906	GOODYEAR COM TIRE & S	0000	99230130	INV	04/11/2023	238-1060183				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION MOTOR VEH			504.00				
							504.00			
41906	GOODYEAR COM TIRE & S	0000	99230130	INV	04/11/2023	238-1060486				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION MOTOR VEH			622.28				
							622.28			

ACCOUNTS PAYABLE CHECK RUN REPORT

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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
41906	GOODYEAR COM TIRE & S	0000	99230130	INV	04/11/2023	238-1060175				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145125 6316		SBD - D	MOTOR VEH			453.66			
									453.66	
41906	GOODYEAR COM TIRE & S	0000	99230130	INV	04/11/2023	238-1060434				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144820 6316		TRAFFIC S	MOTOR VEH			499.05			
									499.05	
41906	GOODYEAR COM TIRE & S	0000	99230130	INV	04/13/2023	238-1060171				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 03152140 6316		MAINTENAN	MOTOR VEH			520.56			
									520.56	
41906	GOODYEAR COM TIRE & S	0000	99230130	INV	04/11/2023	238-1060178				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 03152140 6316		MAINTENAN	MOTOR VEH			1,131.00			
									1,131.00	
						CHECK TOTAL			13,362.83	
72753	GRACE HOUSE INC	0000		EFT	04/11/2023	181				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 12256615 6742		HOPWA - G	CTOA			26,048.84			
									26,048.84	
						CHECK TOTAL			26,048.84	
400052	GRAINGER	0000	23000726	INV	03/21/2023	9584070578				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550410 6230		PARKS - M	HAND TOOL			96.33			
									96.33	
						CHECK TOTAL			96.33	
67575	GREATER BELHAVEN NEIG	0000		EFT	04/11/2023	01312023-001				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 43250500 6742		BELHAVEN	CNTRB OTH			24,374.50			
									24,374.50	
67575	GREATER BELHAVEN NEIG	0000		EFT	04/11/2023	02282023-001				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 43250500 6742		BELHAVEN	CNTRB OTH			80,486.16			
									80,486.16	

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
67575	GREATER BELHAVEN NEIG	0000		EFT	04/11/2023	03282023-001			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 43250500 6742		BELHAVEN	CNTRB OTH			21,429.70		
						CHECK TOTAL	21,429.70		
							126,290.36		
57518	HABITAT FOR HUMANITY	0000		INV	04/11/2023	BEP013 Q2			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 36096920 6742		HABITAT F	CTOA			3,500.00		
							3,500.00		
57518	HABITAT FOR HUMANITY	0000		INV	04/11/2023	BEP014 Q-3			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 36096920 6742		HABITAT F	CTOA			2,650.00		
							2,650.00		
57518	HABITAT FOR HUMANITY	0000		INV	04/11/2023	BEP015Q-4			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 36096920 6742		HABITAT F	CTOA			2,950.00		
							2,950.00		
						CHECK TOTAL	9,100.00		
53638	HALL'S TOWING SERVICE	0000		EFT	04/11/2023	494756			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144220 6465		SUPPORT S	AUTO + TR			125.00		
							125.00		
53638	HALL'S TOWING SERVICE	0000		EFT	04/11/2023	494987			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144220 6465		SUPPORT S	AUTO + TR			125.00		
							125.00		
53638	HALL'S TOWING SERVICE	0000		EFT	04/11/2023	493993			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144220 6465		SUPPORT S	AUTO + TR			125.00		
							125.00		
53638	HALL'S TOWING SERVICE	0000		EFT	04/11/2023	493996			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144220 6465		SUPPORT S	AUTO + TR			125.00		
							125.00		

ACCOUNTS PAYABLE CHECK RUN REPORT

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
53638	HALL'S TOWING SERVICE	0000		EFT	04/11/2023	494276				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144220 6465		SUPPORT S	AUTO + TR			125.00			
									125.00	
53638	HALL'S TOWING SERVICE	0000		EFT	04/11/2023	494360				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144220 6465		SUPPORT S	AUTO + TR			125.00			
									125.00	
						CHECK TOTAL	750.00			
67421	HANCOCK BANK	0000		INV	04/11/2023	03242023				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550460 6619		PARKS -BA	REPAYMENT			3,333.33			
	2 00550460 6612		PARKS -BA	INTEREST O			202.00			
									3,535.33	
67421	HANCOCK BANK	0000		INV	04/11/2023	032120231				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00149300 6619		MISC. ADM	REPAYMENT			1,236.20			
	2 00149300 6612		MISC. ADM	INTEREST			47.94			
									1,284.14	
						CHECK TOTAL	4,819.47			
39727	HARBOR HOUSE OF JACKS	0000		EFT	04/11/2023	20230228				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 08583310 6742		HARBOUR H	CTOA			6,873.68			
									6,873.68	
						CHECK TOTAL	6,873.68			
401839	HAWKINS LAW, P.C.	0000		INV	04/11/2023	4				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00140794 6722		CLAIMS (O	CLAIMS AG			9,472.50			
									9,472.50	
						CHECK TOTAL	9,472.50			
20570	HEMPHILL CONST. CO.	0000		EFT	04/11/2023	8				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 17345190 6824		1% ENG	CAPIMPROVEMEN			50,000.00			
	2 37245190 6824		MOD TAX	PRIOBTBC			72,964.40			

ACCOUNTS PAYABLE CHECK RUN REPORT

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100	POOLED CASH - AP DISBURSEMENTS						
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
20570	HEMPHILL CONST. CO.	0000	EFT	04/11/2023	10 FINAL	122,964.40			
	ACCOUNT DETAIL				LINE AMOUNT				
	1 17345190 6824		1% ENG CAPIMPROVEMEN			20,757.05			
	2 37245190 6824		MOD TAX PRIOTBC			5,057.81			
						25,814.86			
					CHECK TOTAL	148,779.26			
433	HINDS COUNTY CHANCERY	0000	EFT	04/11/2023	03222023				
	ACCOUNT DETAIL				LINE AMOUNT				
	1 00144470 6482		COMMUNITYRECORDING			52.00			
						52.00			
					CHECK TOTAL	52.00			
61235	HINDS COUNTY TAX COLL	0000	INV	04/11/2023	03272023				
	ACCOUNT DETAIL				LINE AMOUNT				
	1 00144110 6423		FIRE ADMI AUTO LICE			10.00			
						10.00			
					CHECK TOTAL	10.00			
68345	HOME DEPOT COMMERCIAL	0000	77230430	INV	04/11/2023	2970636			
	ACCOUNT DETAIL				LINE AMOUNT				
	1 00145300 6230		CARE & MA HAND TOOL			296.22			
						296.22			
68345	HOME DEPOT COMMERCIAL	0000	23001048	INV	04/11/2023	2970629			
	ACCOUNT DETAIL				LINE AMOUNT				
	1 03152225 6311		SEWER EVA BUILDING			119.94			
						119.94			
68345	HOME DEPOT COMMERCIAL	0000	77230424	INV	04/11/2023	970722			
	ACCOUNT DETAIL				LINE AMOUNT				
	1 00550140 6311		TENNIS CO BUILDING			34.22			
						34.22			
68345	HOME DEPOT COMMERCIAL	0000	77230433	INV	04/11/2023	4970950			
	ACCOUNT DETAIL				LINE AMOUNT				
	1 00145300 6461		CARE & MA BUILDINGS			98.88			
						98.88			

ACCOUNTS PAYABLE CHECK RUN REPORT

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
8555	HYDRAULIC SERVICE & S	0000	23000681	EFT	04/11/2023	131682				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 03152220 6316			OPERATION MOTOR VEH			400.17			
									400.17	
8555	HYDRAULIC SERVICE & S	0000	23000681	EFT	04/11/2023	131629				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00950610 6316			LANDFILL MOTOR VEH			2,250.50			
									2,250.50	
						CHECK TOTAL			4,100.72	
67938	INTEGRATED PEST SERVI	0000	77230439	INV	04/11/2023	03272023				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145610 6419			VEHICLE M OTHER PRO			165.00			
									165.00	
						CHECK TOTAL			165.00	
69106	INTERGRATED PEST SERV	0000	77230373	INV	04/11/2023	03072023				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144220 6419			SUPPORT S OTHER PRO			155.00			
									155.00	
						CHECK TOTAL			155.00	
60115	INTERSTATE ALL BATTER	0000	23000961	INV	04/11/2023	1902502049983				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144120 6299			EMERGENCYOTHER OPE			1,335.00			
									1,335.00	
						CHECK TOTAL			1,335.00	
73429	IVS, INC	0000		INV	04/11/2023	0656208				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 18756520 6419			TRANSIT S OTHER PRO			17,120.00			
									17,120.00	
						CHECK TOTAL			17,120.00	
73077	J L ROBERTS MECHANICA	0000		INV	04/11/2023	1108				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 40643350 6419			DFA-TMH 2MOTHER PROF			4,650.00			
									4,650.00	

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100	POOLED CASH - AP DISBURSEMENTS							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
					CHECK TOTAL	4,650.00				
20511	JACKSON ADVOCATE	0000	INV	04/11/2023	4807					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 08596450 6444		LEAD HAZARLEGAL ADS,			17.76				
									17.76	
20511	JACKSON ADVOCATE	0000	INV	04/11/2023	4888					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 43361900 6444		HOME ARP LEGAL ADS,			123.00				
									123.00	
20511	JACKSON ADVOCATE	0000	INV	04/11/2023	4869					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 43361900 6444		HOME ARP LEGAL ADS,			123.00				
									123.00	
20511	JACKSON ADVOCATE	0000	INV	04/11/2023	4960					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 08596450 6444		LEAD HAZARLEGAL ADS,			17.88				
									17.88	
					CHECK TOTAL	281.64				
41770	JACKSON BUSINESS SYST	0000	23000887	EFT	03/21/2023	36266				
	ACCOUNT DETAIL				LINE AMOUNT					
	1 00141120 6218		BUDGET OF OFFICE SU			601.44				
									601.44	
41770	JACKSON BUSINESS SYST	0000	23001022	EFT	04/11/2023	36282				
	ACCOUNT DETAIL				LINE AMOUNT					
	1 00144140 6218		HUMAN RES OFFICE SU			345.89				
									345.89	
					CHECK TOTAL	947.33				
72879	JACKSON CONVENTION CO	0000		EFT	04/11/2023	49489				
	ACCOUNT DETAIL				LINE AMOUNT					
	1 001 5899		GENERAL F APPLIED F			300,000.00				
									300,000.00	
72879	JACKSON CONVENTION CO	0000		EFT	04/11/2023	5682				
	ACCOUNT DETAIL				LINE AMOUNT					
	1 07640145 6419		KELLOG OTHER PROF			18,510.00				
									18,510.00	

ACCOUNTS PAYABLE CHECK RUN REPORT

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100	POOLED CASH - AP DISBURSEMENTS							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
					CHECK TOTAL	318,510.00				
46458	JACKSON HINDS LIBRARY	0000		EFT	04/11/2023	03222023-1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 39954000 6742	LIBRARY F	CTOA			162,250.66			162,250.66	
					CHECK TOTAL	162,250.66				
73375	JACKSON MAC HAIK F LT	0000	99230121	INV	04/11/2023	3105242				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316	OPERATION MOTOR VEH				206.33			206.33	
73375	JACKSON MAC HAIK F LT	0000	99230121	INV	04/11/2023	3105484				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316	OPERATION MOTOR VEH				121.04			121.04	
73375	JACKSON MAC HAIK F LT	0000	99230121	INV	04/11/2023	3105251				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316	OPERATION MOTOR VEH				157.32			157.32	
					CHECK TOTAL	484.69				
71757	JACKSON MEDICAL MALL	0000		INV	04/11/2023	2023-723				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 12592030 6419	TITLE III	OTHER PRO			28,510.00			28,510.00	
71757	JACKSON MEDICAL MALL	0000		INV	04/11/2023	2023-719				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 12592030 6419	TITLE III	OTHER PRO			28,510.00			28,510.00	
					CHECK TOTAL	57,020.00				
9200	JACKSON PAPER CO	0000	77230393	INV	04/11/2023	1330822				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145700 6213	CUSTODIAL CLEANING				4,076.10			4,076.10	
					CHECK TOTAL	4,076.10				

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
65525	JACKSON REDEVELOPMENT	0000		INV	04/11/2023	03312023			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00142300 6419			REDEVELOP OTHER PRO		8,415.00			
	2 00142350 6419			JRA-NORTH OTHER PRO		5,517.89			
	3 00142300 6444			REDEVELOP LEGAL ADS		115.00			
	4 00142300 6443			REDEVELOP DUES, MEM.		178.00			
							14,225.89		
65525	JACKSON REDEVELOPMENT	0000		INV	04/11/2023	03312023A			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00142300 6414			REDEVELOP SPECIAL L		3,937.50			
							3,937.50		
						CHECK TOTAL	18,163.39		
9387	JACKSON SUPPLY CO	0000	77230436	INV	04/11/2023	S5906112.001			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144170 6461			FIRE STAT BUILDINGS		15.23			
							15.23		
9387	JACKSON SUPPLY CO	0000	77230427	INV	04/11/2023	S5901718.001			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00143420 6317			AGING PRO OTHER REP		409.23			
							409.23		
						CHECK TOTAL	424.46		
66452	JAMBOREE CHILD DEVEL	0000		EFT	04/11/2023	211001			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 08584610 6742			JAMBOREE CTOA		8,250.00			
							8,250.00		
66452	JAMBOREE CHILD DEVEL	0000		EFT	04/11/2023	210202			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 08584610 6742			JAMBOREE CTOA		1,750.00			
							1,750.00		
						CHECK TOTAL	10,000.00		
71125	JENKINS AUTOMOTIVES	0000		EFT	04/11/2023	665			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH		750.00			
							750.00		

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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
71125	JENKINS AUTOMOTIVES	0000		EFT	04/11/2023	668				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH		200.00				
							200.00			
71125	JENKINS AUTOMOTIVES	0000		EFT	04/11/2023	667				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH		2,413.80				
							2,413.80			
71125	JENKINS AUTOMOTIVES	0000	23000822	EFT	04/11/2023	663				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH		1,727.00				
							1,727.00			
71125	JENKINS AUTOMOTIVES	0000	23000822	EFT	04/11/2023	664				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH		195.00				
							195.00			
71125	JENKINS AUTOMOTIVES	0000	23000822	EFT	04/11/2023	662				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH		323.00				
							323.00			
71125	JENKINS AUTOMOTIVES	0000	99230106	EFT	04/11/2023	684				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH		300.00				
							300.00			
71125	JENKINS AUTOMOTIVES	0000	99230106	EFT	04/11/2023	681				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH		503.50				
							503.50			
71125	JENKINS AUTOMOTIVES	0000	99230106	EFT	04/11/2023	680				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH		893.00				
							893.00			
71125	JENKINS AUTOMOTIVES	0000	99230106	EFT	04/11/2023	683				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH		2,400.00				
							2,400.00			

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
71125	JENKINS AUTOMOTIVES	0000	99230127	EFT	04/11/2023	637				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			2,548.30			
							2,548.30			
71125	JENKINS AUTOMOTIVES	0000	99230127	EFT	04/11/2023	638				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			2,227.00			
							2,227.00			
71125	JENKINS AUTOMOTIVES	0000	99230128	EFT	04/11/2023	639				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			700.00			
							700.00			
71125	JENKINS AUTOMOTIVES	0000	99230128	EFT	04/11/2023	636				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			1,936.50			
							1,936.50			
71125	JENKINS AUTOMOTIVES	0000	99230126	EFT	04/11/2023	678				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550410 6316			PARKS - M MOTOR VEH			446.50			
							446.50			
71125	JENKINS AUTOMOTIVES	0000	99230126	EFT	04/11/2023	679				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550410 6316			PARKS - M MOTOR VEH			702.00			
							702.00			
71125	JENKINS AUTOMOTIVES	0000	99230114	EFT	04/11/2023	685				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			200.00			
							200.00			
71125	JENKINS AUTOMOTIVES	0000	99230114	EFT	04/11/2023	686				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			200.00			
							200.00			
71125	JENKINS AUTOMOTIVES	0000	99230114	EFT	04/11/2023	687				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			200.00			
							200.00			

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
71125	JENKINS AUTOMOTIVES	0000	99230114	EFT	04/11/2023	688				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			200.00			
									200.00	
71125	JENKINS AUTOMOTIVES	0000	99230114	EFT	04/11/2023	689				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			133.00			
									133.00	
71125	JENKINS AUTOMOTIVES	0000	99230114	EFT	04/11/2023	691				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			850.00			
									850.00	
71125	JENKINS AUTOMOTIVES	0000	99230114	EFT	04/11/2023	692				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			133.00			
									133.00	
71125	JENKINS AUTOMOTIVES	0000	99230114	EFT	04/11/2023	693				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			266.00			
									266.00	
						CHECK TOTAL	20,447.60			
53714	JOHNSTONE SUPPLY OF J	0000	77230413	INV	04/11/2023	71-S5482322.001				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145300 6461			CARE & MA BUILDINGS			248.55			
									248.55	
53714	JOHNSTONE SUPPLY OF J	0000	77230431	INV	04/11/2023	71-S5475283.001				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145300 6315			CARE & MA ELECTRICA			492.97			
									492.97	
53714	JOHNSTONE SUPPLY OF J	0000	77230419	INV	04/11/2023	71-S5483162.001				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00141810 6317			ARTS CENT OTHER REP			12.55			
									12.55	
						CHECK TOTAL	754.07			

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
70999	JONES CHESTER RAY ESQ	0000		INV	04/11/2023	03152023				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00149300 6414		MISC. ADM	SPECIAL L		200.00				
							200.00			
						CHECK TOTAL	200.00			
401651	JONES WALKER L L P	0001		INV	04/11/2023	1163178				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00140794 6722		CLAIMS (O	CLAIMS AG		29,139.52				
							29,139.52			
						CHECK TOTAL	29,139.52			
401853	JXN WATER	0000		INV	04/11/2023	ITPM 005				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 03152101 6493		WATER THIRTHRID	PART		1,000,000.00				
							1,000,000.00			
						CHECK TOTAL	1,000,000.00			
71842	KENNETH WEST	0000	23000759	INV	04/11/2023	03182023				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550125 6419		PROGRAMMIOTHER	PRO		126.00				
							126.00			
						CHECK TOTAL	126.00			
9783	KEY CONSTRUCTORS INC	0000		INV	04/11/2023	8				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 42045190 6824		MDOT- CMPDOTBC			198,334.78				
	2 17345190 6824		1% ENG CAPIMPROVEMEN			66,111.60				
							264,446.38			
						CHECK TOTAL	264,446.38			
65846	KEYSTONE AUTO INDUS I	0000	23000622	INV	04/11/2023	JA120065				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION MOTOR	VEH		950.00				
							950.00			
65846	KEYSTONE AUTO INDUS I	0000	23000622	INV	04/11/2023	JA120066				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION MOTOR	VEH		350.00				
							350.00			

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Detail Invoice List

CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
65846	KEYSTONE AUTO INDUS I	0000	23000819	INV	04/11/2023	JAI03771	350.00			
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION MOTOR VEH				340.50			
									340.50	
65846	KEYSTONE AUTO INDUS I	0000	23000819	INV	04/11/2023	JAI06731				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION MOTOR VEH				612.00			
									612.00	
65846	KEYSTONE AUTO INDUS I	0000	23000819	INV	04/11/2023	JAI07341				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION MOTOR VEH				336.75			
									336.75	
65846	KEYSTONE AUTO INDUS I	0000	23000819	INV	04/11/2023	JAI07272				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 03152220 6316		OPERATION MOTOR VEH				34.50			
									34.50	
						CHECK TOTAL	2,623.75			
72911	KING DEIONETTE DBA AE	0000	77230383	INV	04/11/2023	3010				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144170 6419		FIRE STAT OTHER PRO				1,500.00			
									1,500.00	
						CHECK TOTAL	1,500.00			
401511	KOMplete CONTRACTING	0000	23001057	INV	04/11/2023	3730				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 40450133 6419		DFA-PETEBROTHER PROF				800.00			
									800.00	
401511	KOMplete CONTRACTING	0000	23001077	INV	04/11/2023	3738				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550410 6461		PARKS - M BUILDINGS				4,995.00			
									4,995.00	
						CHECK TOTAL	5,795.00			
71370	LUIS ESPINOZA	0000		INV	04/11/2023	122360				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 08596450 6444		LEAD HAZARLEGAL ADS,				50.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100	POOLED CASH - AP DISBURSEMENTS							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
								50.00		
71370	LUIS ESPINOZA		0000		INV	04/11/2023	122361			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 08596450 6444			LEAD HAZAR	LEGAL ADS,			50.00		
										50.00
71370	LUIS ESPINOZA		0000		INV	04/11/2023	122370			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 43361900 6444			HOME ARP	LEGAL ADS,			50.00		
										50.00
71370	LUIS ESPINOZA		0000		INV	04/11/2023	122371			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 08596450 6444			LEAD HAZAR	LEGAL ADS,			50.00		
										50.00
71370	LUIS ESPINOZA		0000		INV	04/11/2023	122362			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 08580910 6444			CDBG ADMI	LEGAL ADS			50.00		
										50.00
71370	LUIS ESPINOZA		0000		INV	04/11/2023	122364			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 43361900 6444			HOME ARP	LEGAL ADS,			50.00		
										50.00
										CHECK TOTAL
										300.00
72762	LACEY LOFTIN		0000		EFT	04/11/2023	154			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144210 6419			OFFICE OF	OTHER PRO			6,250.00		
										6,250.00
										CHECK TOTAL
										6,250.00
72854	LAMBRIGHT NSOMBI		0000		INV	04/11/2023	03012023			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00140725 6419			CIVIL SER	OTHER PROF			300.00		
										300.00
72854	LAMBRIGHT NSOMBI		0000		INV	04/11/2023	04012023			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00140725 6419			CIVIL SER	OTHER PROF			300.00		
										300.00
										CHECK TOTAL
										600.00

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100	POOLED CASH - AP DISBURSEMENTS							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
66800	LEWIS ELECTRIC INC		0000	23001044	INV	04/11/2023	M2023.36			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144820 6419			TRAFFIC S	OTHER PRO			12,000.00		
										12,000.00
							CHECK TOTAL			12,000.00
63024	LEXISNEXIS RISK DATA		0000		INV	04/11/2023	1827462-20230228			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144230 6231			INVESTIGA	COMPUTER			26,694.20		
										26,694.20
							CHECK TOTAL			26,694.20
73212	LITECLOUD TRANSPORT S		0000		EFT	04/11/2023	I-92102247			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00490400 6419			COMPUTER	OTHER PRO			8,225.00		
										8,225.00
							CHECK TOTAL			8,225.00
65356	LOOMIS FARGO CO		0000		INV	04/11/2023	13208024			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00141130 6419			OFFICE OF	OTHER PRO			1,727.40		
	2 03152280 6614			FIXED CHA	BANK SERVI			3,659.43		
										5,386.83
							CHECK TOTAL			5,386.83
49557	MAGPPA		0000		INV	04/11/2023	1680008273144			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00141410 6443			PURCHASIN	DUES, MEM.			70.00		
										70.00
49557	MAGPPA		0000		INV	04/11/2023	1680009715740			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00141410 6443			PURCHASIN	DUES, MEM.			35.00		
										35.00
49557	MAGPPA		0000		INV	04/11/2023	1680009036833			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00141410 6443			PURCHASIN	DUES, MEM.			35.00		
										35.00

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
						CHECK TOTAL	140.00			
71857	MAC HAIK CHRYSLER	0000	23000614	INV	04/11/2023	5093847				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			232.50			
									232.50	
71857	MAC HAIK CHRYSLER	0000	23000614	INV	04/11/2023	5093598				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			44.32			
									44.32	
71857	MAC HAIK CHRYSLER	0000	23000614	INV	04/11/2023	5094133				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			219.00			
									219.00	
71857	MAC HAIK CHRYSLER	0000	23000614	INV	04/11/2023	5094383				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			129.00			
									129.00	
71857	MAC HAIK CHRYSLER	0000	23000614	INV	04/11/2023	5094334				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			52.12			
									52.12	
71857	MAC HAIK CHRYSLER	0000	23000614	INV	04/11/2023	5094631				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			1,433.02			
									1,433.02	
71857	MAC HAIK CHRYSLER	0000	23000614	INV	04/11/2023	5094454				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			78.75			
									78.75	
71857	MAC HAIK CHRYSLER	0000	23000614	INV	04/11/2023	5094136				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00950610 6316			LANDFILL MOTOR VEH			82.50			
									82.50	
71857	MAC HAIK CHRYSLER	0000	23000614	INV	04/11/2023	5094132				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00950610 6316			LANDFILL MOTOR VEH			265.50			
									265.50	

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100	POOLED CASH - AP DISBURSEMENTS							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
71857	MAC HAIK CHRYSLER		0000	23000614	INV	04/11/2023	5094606			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316				OPERATION MOTOR VEH			301.72		
									301.72	
71857	MAC HAIK CHRYSLER		0000	23000614	INV	04/11/2023	5094607			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316				OPERATION MOTOR VEH			206.44		
									206.44	
71857	MAC HAIK CHRYSLER		0000	23000614	INV	04/11/2023	5093237			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316				OPERATION MOTOR VEH			470.52		
									470.52	
71857	MAC HAIK CHRYSLER		0000	99230122	INV	04/11/2023	5094000			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316				OPERATION MOTOR VEH			784.53		
									784.53	
71857	MAC HAIK CHRYSLER		0000	99230122	INV	04/11/2023	5093409			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316				OPERATION MOTOR VEH			1,653.00		
									1,653.00	
71857	MAC HAIK CHRYSLER		0000	99230122	INV	04/11/2023	5093260			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316				OPERATION MOTOR VEH			124.50		
									124.50	
71857	MAC HAIK CHRYSLER		0000	99230122	INV	04/11/2023	5093174			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 03152220 6316				OPERATION MOTOR VEH			201.00		
									201.00	
71857	MAC HAIK CHRYSLER		0000	23000774	INV	04/11/2023	5096384			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316				OPERATION MOTOR VEH			88.50		
									88.50	
71857	MAC HAIK CHRYSLER		0000	23000774	INV	04/11/2023	5096640			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144240 6316				OPERATION MOTOR VEH			96.75		
									96.75	

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
71857	MAC HAIK CHRYSLER	0000	23000774	INV	04/11/2023	5095634				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH		36.56				
							36.56			
71857	MAC HAIK CHRYSLER	0000	23000774	INV	04/11/2023	5094439				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH		573.19				
							573.19			
71857	MAC HAIK CHRYSLER	0000	23000774	INV	04/11/2023	5095260				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH		106.10				
							106.10			
71857	MAC HAIK CHRYSLER	0000	23000774	INV	04/11/2023	5096596				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH		38.96				
							38.96			
71857	MAC HAIK CHRYSLER	0000	23000774	INV	04/11/2023	5094441				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH		38.96				
							38.96			
71857	MAC HAIK CHRYSLER	0000	99230125	INV	04/11/2023	5094297				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH		51.30				
							51.30			
71857	MAC HAIK CHRYSLER	0000	99230125	INV	04/11/2023	5094299				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH		93.60				
							93.60			
71857	MAC HAIK CHRYSLER	0000	99230125	INV	04/11/2023	5094445				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH		409.50				
							409.50			
71857	MAC HAIK CHRYSLER	0000	99230125	INV	04/11/2023	5094626				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH		210.00				
							210.00			

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
71857	MAC HAIK CHRYSLER	0000	99230125	INV	04/11/2023	5094662			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH		1,584.74			
							1,584.74		
71857	MAC HAIK CHRYSLER	0000	99230124	INV	04/11/2023	5095006			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH		187.50			
							187.50		
71857	MAC HAIK CHRYSLER	0000	99230124	INV	04/11/2023	5095284			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH		670.95			
							670.95		
71857	MAC HAIK CHRYSLER	0000	99230124	INV	04/11/2023	5095283			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH		377.70			
							377.70		
71857	MAC HAIK CHRYSLER	0000	99230124	INV	04/11/2023	5095027			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH		666.00			
							666.00		
71857	MAC HAIK CHRYSLER	0000	99230124	INV	04/11/2023	5095026			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH		270.00			
							270.00		
71857	MAC HAIK CHRYSLER	0000	99230124	INV	04/11/2023	5095316			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH		143.25			
							143.25		
71857	MAC HAIK CHRYSLER	0000	99230124	INV	04/11/2023	5095294			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH		120.00			
							120.00		
71857	MAC HAIK CHRYSLER	0000	99230124	INV	04/11/2023	5095081			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144240 6316			OPERATION MOTOR VEH		128.00			
							128.00		

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
71857	MAC HAIK CHRYSLER	0000	99230124	INV	04/11/2023	5095079				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			83.25			
							83.25			
71857	MAC HAIK CHRYSLER	0000	99230124	INV	04/11/2023	5095340				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316			OPERATION MOTOR VEH			238.50			
							238.50			
						CHECK TOTAL	12,491.73			
400917	MEMBERS APPAREL "LLC	0000	23000256	INV	04/11/2023	023116				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550125 6221			PROGRAMMIRECREATIO			793.75			
							793.75			
						CHECK TOTAL	793.75			
400158	METRIX SOLUTIONS, LLC	0000	23000927	EFT	04/11/2023	M90265				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00490400 6234			COMPUTER COMPUTER			67,336.80			
							67,336.80			
						CHECK TOTAL	67,336.80			
11058	MID-SOUTH UNIFORM & S	0000	23000226	EFT	04/11/2023	637746				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144120 6217			EMERGENCYUNIFORMS			598.72			
							598.72			
						CHECK TOTAL	598.72			
69364	MIDDLE MS BUILDING OF	0000		INV	04/11/2023	03202023CF				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144410 6443			ADMINISTR DUES, MEM.			125.00			
							125.00			
69364	MIDDLE MS BUILDING OF	0000		INV	04/11/2023	03202023RM				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144410 6443			ADMINISTR DUES, MEM.			125.00			
							125.00			
						CHECK TOTAL	250.00			

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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
401442	MILLER & CORY, PA	0000		INV	04/11/2023	3709				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00140794 6419		CLAIMS (O	OTHER PRO			191.99			
									191.99	
401442	MILLER & CORY, PA	0000		INV	04/11/2023	3580				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00140794 6419		CLAIMS (O	OTHER PRO			16.00			
									16.00	
401442	MILLER & CORY, PA	0000		INV	04/11/2023	3624				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00140794 6414		CLAIMS (O	SPECIAL L			3,619.40			
									3,619.40	
						CHECK TOTAL			3,827.39	
60427	MIPCO IMPRESSION PROD	0000		INV	04/11/2023	231264				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 38271530 6514		CDBG CARES	RENTAL OF			603.52			
									603.52	
60427	MIPCO IMPRESSION PROD	0000		INV	04/11/2023	231056				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 03152215 6514		MAINTENAN	RENTAL OF			103.85			
									103.85	
60427	MIPCO IMPRESSION PROD	0000		INV	04/11/2023	231688				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144110 6514		FIRE ADMI	RENTAL OF			278.64			
									278.64	
60427	MIPCO IMPRESSION PROD	0000		INV	04/11/2023	231867				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144310 6514		TELECOMM	RENTAL OF			252.24			
									252.24	
60427	MIPCO IMPRESSION PROD	0000		INV	04/11/2023	231868				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144310 6514		TELECOMM	RENTAL OF			223.93			
									223.93	
60427	MIPCO IMPRESSION PROD	0000		INV	04/11/2023	231869				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144310 6514		TELECOMM	RENTAL OF			224.80			
									224.80	

ACCOUNTS PAYABLE CHECK RUN REPORT

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CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
60427	MIPCO IMPRESSION PROD	0000		INV	04/11/2023	231870				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144310 6514		TELECOMMURENTAL OF			228.16				
							228.16			
60427	MIPCO IMPRESSION PROD	0000		INV	04/11/2023	231871				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144310 6514		TELECOMMURENTAL OF			233.57				
							233.57			
60427	MIPCO IMPRESSION PROD	0000		INV	04/11/2023	231872				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144310 6514		TELECOMMURENTAL OF			235.92				
							235.92			
60427	MIPCO IMPRESSION PROD	0000		INV	04/11/2023	231474				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145124 6514		SBD - PAV RENTAL OF			148.00				
							148.00			
60427	MIPCO IMPRESSION PROD	0000		INV	04/11/2023	232544				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00140198 6514		CHIEF ADM RENTAL OF			230.52				
							230.52			
							CHECK TOTAL		2,763.15	
70105	MISSISSIPPI AG COMPAN	0000	23001052	INV	04/11/2023	P96505				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550410 6422		PARKS - M FREIGHT E			25.00				
	2 00550410 6464		PARKS - M MACHINE/E			874.19				
							899.19			
							CHECK TOTAL		899.19	
401707	MISSISSIPPI BUSINESS	0000	23000976	INV	04/11/2023	331610				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144470 6299		COMMUNITY OTHER OPE			1,395.00				
							1,395.00			
							CHECK TOTAL		1,395.00	
61128	MISSISSIPPI LINK THE	0000		INV	04/11/2023	26303				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144470 6444		COMMUNITY LEGAL ADS			49.80				

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CASH ACCOUNT: 999		1100	POOLED CASH - AP DISBURSEMENTS							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
61128	MISSISSIPPI LINK THE		0000		INV	04/11/2023	26342	49.80		
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00140350 6444			HISTORIC	LEGAL ADS			15.70		
								15.70		
61128	MISSISSIPPI LINK THE		0000		INV	04/11/2023	26313			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 43361900 6444			HOME ARP	LEGAL ADS,			13.60		
								13.60		
61128	MISSISSIPPI LINK THE		0000		INV	04/11/2023	26249			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 08596450 6444			LEAD HAZAR	LEGAL ADS,			9.76		
								9.76		
61128	MISSISSIPPI LINK THE		0000		INV	04/11/2023	26239			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 08596450 6444			LEAD HAZAR	LEGAL ADS,			110.24		
								110.24		
61128	MISSISSIPPI LINK THE		0000		INV	04/11/2023	26298			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 43361900 6444			HOME ARP	LEGAL ADS,			18.00		
								18.00		
								CHECK TOTAL		217.10
401867	MONDAY.COM LTD		0000	23000832	INV	04/11/2023	IN23010001899			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00490400 6231			COMPUTER	COMPUTER			4,851.00		
								4,851.00		
								CHECK TOTAL		4,851.00
42676	MS DEPT OF ARCHIVES &		0000		INV	04/11/2023	03222023RS			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00140410 6443			PLANNING	DUES, MEM.			40.00		
								40.00		
42676	MS DEPT OF ARCHIVES &		0000		INV	04/11/2023	03222023JW			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00140410 6443			PLANNING	DUES, MEM.			40.00		
								40.00		
								CHECK TOTAL		80.00

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100	POOLED CASH - AP DISBURSEMENTS							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
65810	MS DEPT OF PUBLIC SAF	0000	INV	04/11/2023	03312023-2					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 001	2379	GENERAL F HIGHWAY P		3,598.06					
						3,598.06				
					CHECK TOTAL	3,598.06				
65810	MS DEPT OF PUBLIC SAF	0000	INV	04/11/2023	03312023-3					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 001	2397	GENERAL F ST ASSMNT		216.11					
						216.11				
					CHECK TOTAL	216.11				
71860	MS DEVELOPMENT AUTHOR	0000	INV	04/11/2023	04032023					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 03152030	6619	ADMINISTR REPAYMENT		11,313.16					
						11,313.16				
					CHECK TOTAL	11,313.16				
11540	MS INDUSTRIES FOR THE	0000	23001089	INV	04/11/2023	0057015-IN				
	ACCOUNT DETAIL				LINE AMOUNT					
	1 00140610	6218	INFORMATI OFFICE SU		546.34					
						546.34				
					CHECK TOTAL	546.34				
70226	MS STATE TAX COMMISSI	0000	INV	04/11/2023	03222023					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 00144240	6423	OPERATION AUTO LICE		318.75					
						318.75				
					CHECK TOTAL	318.75				
71725	MS TIRE RECYCLING LL	0000	INV	04/11/2023	1912					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 00945510	6419	ADMINISTR OTHER PRO		2,150.00					
						2,150.00				
					CHECK TOTAL	2,150.00				
71725	MS TIRE RECYCLING LL	0000	INV	04/11/2023	1904					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 00945510	6419	ADMINISTR OTHER PRO		2,280.00					
						2,280.00				

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS						
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
						2,280.00				
					CHECK TOTAL	4,430.00				
65884	MYTHICS INC	0000	EFT	04/11/2023	198642					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 03152010 6419		WATER/SEWOTHER PRO			71,222.45				
							71,222.45			
					CHECK TOTAL	71,222.45				
61831	NAPA AUTO PARTS	0000	88230149 EFT	04/11/2023	455072					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 00144120 6316		EMERGENCYMOTOR VEH			37.99				
							37.99			
61831	NAPA AUTO PARTS	0000	88230150 EFT	04/11/2023	455494					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 00144120 6316		EMERGENCYMOTOR VEH			60.62				
							60.62			
					CHECK TOTAL	98.61				
71588	NATIONAL ELEV SERV IN	0000	77230396 INV	04/11/2023	RI 23008918					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 00144170 6461		FIRE STAT BUILDINGS			206.80				
							206.80			
71588	NATIONAL ELEV SERV IN	0000	77230388 INV	04/11/2023	RI 23008913					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 00145300 6464		CARE & MA MACHINE/E			447.59				
							447.59			
71588	NATIONAL ELEV SERV IN	0000	77230403 INV	04/11/2023	RI 23008915					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 00145300 6464		CARE & MA MACHINE/E			201.14				
							201.14			
71588	NATIONAL ELEV SERV IN	0000	77230395 INV	04/11/2023	RI 23008917					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 00145300 6464		CARE & MA MACHINE/E			218.13				
							218.13			
71588	NATIONAL ELEV SERV IN	0000	77230399 INV	04/11/2023	RI 23008920					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 00145300 6464		CARE & MA MACHINE/E			603.41				

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
71588	NATIONAL ELEV SERV IN	0000	77230397	INV	04/11/2023	RI 23008922	603.41			
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145300 6464		CARE & MA	MACHINE/E			206.80			
									206.80	
71588	NATIONAL ELEV SERV IN	0000	77230387	INV	04/11/2023	RI 23008921	206.80			
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00142300 6464		REDEVELOP	MACHINE/E			206.80			
									206.80	
71588	NATIONAL ELEV SERV IN	0000	77230404	INV	04/11/2023	RI 23008914	206.80			
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00141810 6317		ARTS CENT	OTHER REP			206.80			
									206.80	
71588	NATIONAL ELEV SERV IN	0000	77230402	INV	04/11/2023	RI 23008916	201.14			
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00141810 6317		ARTS CENT	OTHER REP			201.14			
									201.14	
71588	NATIONAL ELEV SERV IN	0000	77230401	INV	04/11/2023	RI 23008919	402.27			
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00141810 6317		ARTS CENT	OTHER REP			402.27			
									402.27	
71588	NATIONAL ELEV SERV IN	0000	77230400	INV	04/11/2023	RI 23008912	206.80			
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00141810 6317		ARTS CENT	OTHER REP			206.80			
									206.80	
						CHECK TOTAL	3,107.68			
62526	NFPA	0000	23000888	INV	04/11/2023	8427126Y				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144420 6318		BUILDING	BOOKS & P			145.50			
	2 00144420 6422		BUILDING	FREIGHT EX			9.95			
									155.45	
						CHECK TOTAL	155.45			
60271	NORTH AMERICA FIRE EQ	0000	23000960	INV	04/11/2023	1196896				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144120 6422		EMERGENCY	FREIGHT E			60.00			
	2 30544115 6299		FIRE MUSE	OTHER OPE			720.00			

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CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
							780.00			
						CHECK TOTAL	780.00			
12925	NORTHSIDE SUN	0000		INV	04/11/2023	6455				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 08596450 6444			LEAD HAZARLEGAL ADS,			19.20			
								19.20		
12925	NORTHSIDE SUN	0000		INV	04/11/2023	6118				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 08596450 6444			LEAD HAZARLEGAL ADS,			1,057.92			
								1,057.92		
12925	NORTHSIDE SUN	0000		INV	04/11/2023	6177				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 08596450 6444			LEAD HAZARLEGAL ADS,			17.64			
								17.64		
12925	NORTHSIDE SUN	0000		INV	04/11/2023	6299				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 43361900 6444			HOME ARP LEGAL ADS,			23.40			
								23.40		
12925	NORTHSIDE SUN	0000		INV	04/11/2023	6219				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 43361900 6444			HOME ARP LEGAL ADS,			30.00			
								30.00		
12925	NORTHSIDE SUN	0000		INV	04/11/2023	04052023				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00142800 6444			MUNI CLRK LEGAL ADS,			20.00			
								20.00		
						CHECK TOTAL	1,168.16			
70072	OFFICE DEPOT #414	0000	23000959	INV	04/11/2023	300746876001				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144420 6218			BUILDING OFFICE SU			7.67			
								7.67		
70072	OFFICE DEPOT #414	0000	23000959	INV	04/11/2023	300746878001				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144420 6218			BUILDING OFFICE SU			2.14			
								2.14		

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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
70072	OFFICE DEPOT #414	0000	23000959	INV	04/11/2023	300746880001				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144420 6218		BUILDING	OFFICE SU			448.79			
									448.79	
70072	OFFICE DEPOT #414	0000	23000630	INV	04/11/2023	281625444001				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00140410 6242		PLANNING	DATA PROCE			99.99			
									99.99	
70072	OFFICE DEPOT #414	0000	23000630	INV	04/11/2023	281625447001				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00142610 6218		OFFICE OF	OFFICE SU			31.99			
									31.99	
						CHECK TOTAL	590.58			
400063	ON THE WAY SERVICE ,	0000		EFT	04/11/2023	2025				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION MOTOR VEH				125.00			
									125.00	
400063	ON THE WAY SERVICE ,	0000		EFT	04/11/2023	2027				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION MOTOR VEH				175.00			
									175.00	
400063	ON THE WAY SERVICE ,	0000		EFT	04/11/2023	2037				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION MOTOR VEH				95.00			
									95.00	
400063	ON THE WAY SERVICE ,	0000		EFT	04/11/2023	2043				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION MOTOR VEH				95.00			
									95.00	
400063	ON THE WAY SERVICE ,	0000		EFT	04/11/2023	2044				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION MOTOR VEH				125.00			
									125.00	
400063	ON THE WAY SERVICE ,	0000		EFT	04/11/2023	2048				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION MOTOR VEH				150.00			
									150.00	

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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
400063	ON THE WAY SERVICE , ACCOUNT DETAIL	0000		EFT	04/11/2023	2053				
	1 00140410 6316		PLANNING	MOTOR VEH			95.00			
									95.00	
400063	ON THE WAY SERVICE , ACCOUNT DETAIL	0000		EFT	04/11/2023	2054				
	1 00144240 6316		OPERATION	MOTOR VEH			150.00			
									150.00	
400063	ON THE WAY SERVICE , ACCOUNT DETAIL	0000		EFT	04/11/2023	2061				
	1 00144240 6316		OPERATION	MOTOR VEH			125.00			
									125.00	
400063	ON THE WAY SERVICE , ACCOUNT DETAIL	0000		EFT	04/11/2023	2067				
	1 00144240 6316		OPERATION	MOTOR VEH			95.00			
									95.00	
400063	ON THE WAY SERVICE , ACCOUNT DETAIL	0000		EFT	04/11/2023	2068				
	1 00144240 6316		OPERATION	MOTOR VEH			95.00			
									95.00	
400063	ON THE WAY SERVICE , ACCOUNT DETAIL	0000		EFT	04/11/2023	2101				
	1 00144240 6316		OPERATION	MOTOR VEH			95.00			
									95.00	
400063	ON THE WAY SERVICE , ACCOUNT DETAIL	0000		EFT	04/11/2023	2102				
	1 00144240 6316		OPERATION	MOTOR VEH			95.00			
									95.00	
400063	ON THE WAY SERVICE , ACCOUNT DETAIL	0000		EFT	04/11/2023	2103				
	1 00144240 6316		OPERATION	MOTOR VEH			125.00			
									125.00	
400063	ON THE WAY SERVICE , ACCOUNT DETAIL	0000		EFT	04/11/2023	2104				
	1 00144240 6316		OPERATION	MOTOR VEH			125.00			
									125.00	

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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
400063	ON THE WAY SERVICE , ACCOUNT DETAIL	0000		EFT	04/11/2023	2105				
	1 00144240 6316						125.00			
									125.00	
400063	ON THE WAY SERVICE , ACCOUNT DETAIL	0000		EFT	04/11/2023	2106				
	1 00144240 6316						300.00			
									300.00	
400063	ON THE WAY SERVICE , ACCOUNT DETAIL	0000		EFT	04/11/2023	2107				
	1 00144240 6316						125.00			
									125.00	
400063	ON THE WAY SERVICE , ACCOUNT DETAIL	0000		EFT	04/11/2023	2108				
	1 00144240 6316						95.00			
									95.00	
400063	ON THE WAY SERVICE , ACCOUNT DETAIL	0000		EFT	04/11/2023	2111				
	1 00144240 6316						125.00			
									125.00	
400063	ON THE WAY SERVICE , ACCOUNT DETAIL	0000		EFT	04/11/2023	2112				
	1 00144240 6316						145.00			
									145.00	
400063	ON THE WAY SERVICE , ACCOUNT DETAIL	0000		EFT	04/11/2023	2113				
	1 00144240 6316						95.00			
									95.00	
400063	ON THE WAY SERVICE , ACCOUNT DETAIL	0000		EFT	04/11/2023	2130				
	1 00144240 6316						95.00			
									95.00	
400063	ON THE WAY SERVICE , ACCOUNT DETAIL	0000		EFT	04/11/2023	2109				
	1 00144240 6316						95.00			
									95.00	

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
400063	ON THE WAY SERVICE ,	0000		EFT	04/11/2023	2062				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION MOTOR VEH			125.00				
							125.00			
400063	ON THE WAY SERVICE ,	0000		EFT	04/11/2023	2065				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION MOTOR VEH			125.00				
							125.00			
400063	ON THE WAY SERVICE ,	0000		EFT	04/11/2023	2180				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144820 6316		TRAFFIC S MOTOR VEH			95.00				
							95.00			
400063	ON THE WAY SERVICE ,	0000		EFT	04/11/2023	2193				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145124 6316		SBD - PAV MOTOR VEH			100.00				
							100.00			
400063	ON THE WAY SERVICE ,	0000		EFT	04/11/2023	2152				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550410 6316		PARKS - M MOTOR VEH			95.00				
							95.00			
400063	ON THE WAY SERVICE ,	0000		EFT	04/11/2023	2026				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144240 6316		OPERATION MOTOR VEH			125.00				
							125.00			
400063	ON THE WAY SERVICE ,	0000		EFT	04/11/2023	2049				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550410 6316		PARKS - M MOTOR VEH			295.00				
							295.00			
400063	ON THE WAY SERVICE ,	0000	99230129	EFT	04/11/2023	2166				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144850 6316		TRAFFIC S MOTOR VEH			100.00				
							100.00			
400063	ON THE WAY SERVICE ,	0000	99230129	EFT	04/11/2023	2042				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550410 6316		PARKS - M MOTOR VEH			100.00				
							100.00			

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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
400063	ON THE WAY SERVICE ,	0000	99230129	EFT	04/11/2023	2066				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 03152140 6316		MAINTENAN MOTOR VEH			100.00				
							100.00			
400063	ON THE WAY SERVICE ,	0000	99230129	EFT	04/11/2023	2045				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 03152220 6316		OPERATION MOTOR VEH			130.00				
							130.00			
400063	ON THE WAY SERVICE ,	0000	99230129	EFT	04/11/2023	2046				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145125 6316		SBD - D MOTOR VEH			125.00				
							125.00			
400063	ON THE WAY SERVICE ,	0000	88230155	EFT	04/11/2023	2281				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144120 6316		EMERGENCYMOTOR VEH			225.00				
							225.00			
							CHECK TOTAL		4,705.00	
999993	Alice Crowell	0000		INV	04/11/2023	04032023				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 057 2323		EMPLOYEESOTHER REF			560.50				
							560.50			
							CHECK TOTAL		560.50	
999993	ANDREW FRIDAY, SR.	0000		INV	04/11/2023	14831				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 01851820 6722		STATE TOR CLAIMS AG			95.00				
							95.00			
							CHECK TOTAL		95.00	
999993	CHLOE BOWEN	0000		INV	04/11/2023	14823				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 01851820 6722		STATE TOR CLAIMS AG			50.00				
							50.00			
							CHECK TOTAL		50.00	

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD041123 04/11/2023
 DUE DATE: 04/11/2023

CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
999993	CHRISYATTA HORTON	0000		INV	04/11/2023	14816			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 01851820 6722		STATE TOR	CLAIMS AG			270.00		
						CHECK TOTAL	270.00		
999993	Drew Martin	0000		INV	04/11/2023	03302023			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00140700 6443		LEGAL	DUES, MEM.			75.00		
						CHECK TOTAL	75.00		
999993	Jackson Futbol Club,	0000		INV	04/11/2023	03142023			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 01851820 6722		STATE TOR	CLAIMS AG			22,000.00		
						CHECK TOTAL	22,000.00		
999993	JOSEPH GLASS	0000		INV	04/11/2023	14811			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 01851820 6722		STATE TOR	CLAIMS AG			145.00		
						CHECK TOTAL	145.00		
999993	LILADDREYA THOMPSON	0000		INV	04/11/2023	14832			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 01851820 6722		STATE TOR	CLAIMS AG			95.00		
						CHECK TOTAL	95.00		
999993	Lindsey P. McIntosh,	0000		INV	04/11/2023	03242023			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00140794 6419		CLAIMS (O	OTHER PRO			312.75		
						CHECK TOTAL	312.75		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
999993	STOKES & CLINTON ATTO	0000		INV	04/11/2023	14601				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 01851820 6722		STATE TOR	CLAIMS AG		1,713.96				
							1,713.96			
						CHECK TOTAL	1,713.96			
999992	J I Martin Lodge #701	0000		INV	04/11/2023	03272023				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 005 2332		PARKS & R	SPECIAL P		200.00				
							200.00			
						CHECK TOTAL	200.00			
999997	JASON MCCARTY	0000		INV	04/11/2023	113-2243517-6902640				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00140440 6218		RENTAL&RE	OFFICE SUP		164.43				
							164.43			
						CHECK TOTAL	164.43			
999997	JOSEPH BALADI	0000		INV	04/11/2023	004795				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 001 4260		GENERAL F	ZONING PE		501.00				
							501.00			
						CHECK TOTAL	501.00			
999997	MACEDONIA COGIC	0000		INV	04/11/2023	03312023				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 030 2325		WATER/SEW	WATER MET		5,975.34				
							5,975.34			
						CHECK TOTAL	5,975.34			
401458	ONETTA WHITLEY	0000		INV	04/11/2023	04012023				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00140725 6419		CIVIL SER	OTHER PROF		300.00				
							300.00			
						CHECK TOTAL	300.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
401458	Onetta Whitley	0000		INV	04/11/2023	03012023			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00140725 6419		CIVIL SER	OTHER PROF		300.00			
							300.00		
						CHECK TOTAL	300.00		
39730	OPERATION SHOESTRING	0000		INV	04/11/2023	196813			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 08586210 6742		OPERATION	CTOA		21,743.76			
							21,743.76		
						CHECK TOTAL	21,743.76		
401431	JUDGE PATRICIA D. WIS	0000		INV	04/11/2023	03012023			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00140725 6419		CIVIL SER	OTHER PROF		300.00			
							300.00		
						CHECK TOTAL	300.00		
401431	JUDGE PATRICIA D. WIS	0000		INV	04/11/2023	04012023			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00140725 6419		CIVIL SER	OTHER PROF		300.00			
							300.00		
						CHECK TOTAL	300.00		
73558	PENNINGTON & TRIM ALA	0000	23000817	INV	04/11/2023	780010			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 39049800 6419		ZOO PARK	OTHER PROF		42.00			
							42.00		
						CHECK TOTAL	42.00		
13700	PITNEY BOWES GLOBAL F	0000		INV	04/11/2023	3317196042			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00141130 6514		OFFICE OF	RENTAL OF		1,671.42			
							1,671.42		
						CHECK TOTAL	1,671.42		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
73325	PNC EQUIPMENT FINANCE	0000		INV	04/11/2023	1656875			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550430 6514		PARKS -GO	RENTAL OF			921.80		
							921.80		
						CHECK TOTAL	921.80		
401831	POWER VISION ATHLETIC	0000	23000420	INV	04/11/2023	03202023			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550125 6419		PROGRAMMIOTHER	PRO			2,000.00		
							2,000.00		
						CHECK TOTAL	2,000.00		
19021	PRECISION DELTA CORP	0000	22001814	INV	04/11/2023	24980			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144227 6224		POLICE PI	LAW ENFOR			3,747.00		
							3,747.00		
						CHECK TOTAL	3,747.00		
401908	PRIORITY EXTERIOR CLE	0000		INV	04/11/2023	INV-01501			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 40643350 6419		DFA-TMH	2MOTHER PROF			14,600.00		
							14,600.00		
							14,600.00		
						CHECK TOTAL	16,700.00		
401908	PRIORITY EXTERIOR CLE	0000		INV	04/11/2023	INV-01500			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 40643350 6419		DFA-TMH	2MOTHER PROF			2,100.00		
							2,100.00		
						CHECK TOTAL	16,700.00		
46460	PUBLIC EMPLOYEES RETI	0000		INV	04/11/2023	04032023-3			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 05555101 6760		D & R ADMI	PAYMENT TO			420,527.68		
							420,527.68		
						CHECK TOTAL	420,527.68		
72737	RESULTZ BIZ	0000		EFT	04/11/2023	031723			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00490400 6419		COMPUTER	OTHER PRO			5,330.00		
							5,330.00		
							5,330.00		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100	POOLED CASH - AP DISBURSEMENTS							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
72737	RESULTZ BIZ	0000	EFT	04/11/2023	033123					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 00490400 6419		COMPUTER OTHER PRO			5,200.00				
									5,200.00	
									10,530.00	
14420	REVELL HARDWARE COMPA	0000	23000763	EFT	04/11/2023	167116/6				
	ACCOUNT DETAIL				LINE AMOUNT					
	1 001 1502		GENERAL F MAINTENAN			7,336.54				
									7,336.54	
14420	REVELL HARDWARE COMPA	0000	23000917	EFT	04/11/2023	167317/6				
	ACCOUNT DETAIL				LINE AMOUNT					
	1 001 1502		GENERAL F MAINTENAN			2,987.50				
									2,987.50	
									10,324.04	
401649	RICHARD'S DISPOSAL, I	0000		INV	04/11/2023	32X01151				
	ACCOUNT DETAIL				LINE AMOUNT					
	1 00945510 6492		ADMINISTR PRIVATE G			808,035.00				
									808,035.00	
									808,035.00	
72157	ROBERT EARL SMITH	0000	23000900	INV	04/11/2023	564859				
	ACCOUNT DETAIL				LINE AMOUNT					
	1 00550410 6419		PARKS - M OTHER PRO			4,800.00				
									4,800.00	
72157	ROBERT EARL SMITH	0000	23000902	INV	04/11/2023	564858				
	ACCOUNT DETAIL				LINE AMOUNT					
	1 00550410 6419		PARKS - M OTHER PRO			3,000.00				
									3,000.00	
									7,800.00	
63817	ROBERT J YOUNG COMPAN	0000		INV	04/11/2023	INV6218248				
	ACCOUNT DETAIL				LINE AMOUNT					
	1 00144160 6514		FIRE VEHI RENTAL OF			24.70				
									24.70	

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
63817	ROBERT J YOUNG COMPAN	0000		INV	04/11/2023	INV6218131			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144130 6514		OFFICE OF	RENTAL OF		164.23			
							164.23		
63817	ROBERT J YOUNG COMPAN	0000		INV	04/11/2023	INV6238127			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00141110 6514		OFFICE OF	RENTAL OF		524.18			
							524.18		
						CHECK TOTAL	713.11		
63817	ROBERT J YOUNG COMPAN	0000		INV	04/11/2023	INV4835237			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00141510 6514		MCS ADMIN	RENTAL OF		102.04			
							102.04		
						CHECK TOTAL	102.04		
63817	ROBERT J YOUNG COMPAN	0000		INV	04/11/2023	INV4935455			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00141510 6514		MCS ADMIN	RENTAL OF		89.02			
							89.02		
						CHECK TOTAL	89.02		
63817	ROBERT J YOUNG COMPAN	0000		INV	04/11/2023	INV4983677			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00141510 6514		MCS ADMIN	RENTAL OF		83.92			
							83.92		
						CHECK TOTAL	83.92		
63817	ROBERT J YOUNG COMPAN	0000		INV	04/11/2023	INV6088135			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00141510 6514		MCS ADMIN	RENTAL OF		83.94			
							83.94		
						CHECK TOTAL	83.94		
63817	ROBERT J YOUNG COMPAN	0000		INV	04/11/2023	INV6138626			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00141510 6514		MCS ADMIN	RENTAL OF		141.83			
							141.83		
						CHECK TOTAL	141.83		

ACCOUNTS PAYABLE CHECK RUN REPORT

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100	POOLED CASH - AP DISBURSEMENTS							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
					CHECK TOTAL	141.83				
63817	ROBERT J YOUNG COMPAN	0000		INV	04/11/2023	INV6192373				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00141510 6514		MCS ADMIN RENTAL OF			141.83				
					CHECK TOTAL	141.83				
70417	RRW LLC DOOR & HARDWA	0000	23000811	INV	04/11/2023	9921				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 40250131 6419		DFA-LH-NG OTHER PROF			3,540.00				
					CHECK TOTAL	3,540.00				
61991	SANSOM EQUIPMENT CO.,	0000	99230110	INV	04/11/2023	W02481				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 03152220 6465		OPERATION AUTO + TR			2,936.46				
									2,936.46	
61991	SANSOM EQUIPMENT CO.,	0000	23001126	INV	04/11/2023	E00348				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 37252290 6872		MOD TAX PJ TRACTORS T			377,000.00				
					CHECK TOTAL	377,000.00				
									379,936.46	
401917	SHANEKIA MOSLEY	0000		INV	04/11/2023	020010335				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00141600 6218		CITY COUN OFFICE SU			53.02				
									53.02	
401917	SHANEKIA MOSLEY	0000		INV	04/11/2023	I230330659				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00141600 6218		CITY COUN OFFICE SU			200.00				
					CHECK TOTAL	200.00				
									253.02	
65468	SHERIDAN SUZY CSR	0000		INV	04/11/2023	22.2.23.SS				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00140320 6419		ZONING DI OTHER PRO			250.00				
									250.00	

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Detail Invoice List

CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100	POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
65468	SHERIDAN SUZY CSR	0000		INV	04/11/2023	22.23.3.SS				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00140320 6419		ZONING DI	OTHER PRO		250.00				
							250.00			
						CHECK TOTAL	500.00			
15280	SHERWIN WILLIAMS #73	0000	77230437	INV	04/11/2023	1209-2				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550125 6317		PROGRAMMIOTHER REP			77.27				
							77.27			
						CHECK TOTAL	77.27			
15280	SHERWIN WILLIAMS #73	0000	77230452	INV	04/11/2023	0580-6				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145300 6461		CARE & MA	BUILDINGS		788.77				
							788.77			
						CHECK TOTAL	866.04			
400051	SIMPLOT AB RETAIL INC	0000	23000254	INV	04/11/2023	227022776				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550430 6211		PARKS -GO	AGRI + BO		4,984.90				
							4,984.90			
						CHECK TOTAL	4,984.90			
401856	SISTERS IN BIRTH, INC	0000		INV	04/11/2023	0101				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 08589524 6742		SISTERS IN	CNTRB OTH		5,000.00				
							5,000.00			
						CHECK TOTAL	5,000.00			
401856	SISTERS IN BIRTH, INC	0000		INV	04/11/2023	0102				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 08589524 6742		SISTERS IN	CNTRB OTH		6,750.00				
							6,750.00			
						CHECK TOTAL	11,750.00			
42952	SMITH BODY SHOP	0000		INV	04/11/2023	11612				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144220 6465		SUPPORT S	AUTO + TR		75.00				
							75.00			
						CHECK TOTAL	75.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
61971	SOUTHEASTERN AUITOMAT	0000		INV	04/11/2023	950402727				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 18756510 6461		JATLAN-OP	BUILDINGS			720.00			
									720.00	
									720.00	
						CHECK TOTAL				
73100	SOUTHERN PUMP & TANK	0000		INV	04/11/2023	93519665				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00149300 6419		MISC. ADM	OTHER PRO			100.00			
									100.00	
73100	SOUTHERN PUMP & TANK	0000		INV	04/11/2023	93533094				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 03152230 6419		WASTEWATEOTHER	PRO			100.00			
									100.00	
73100	SOUTHERN PUMP & TANK	0000		INV	04/11/2023	93533095				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 03152235 6419		TRAHON TR	OTHER PRO			100.00			
									100.00	
73100	SOUTHERN PUMP & TANK	0000		INV	04/11/2023	93533307				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00149300 6419		MISC. ADM	OTHER PRO			100.00			
									100.00	
73100	SOUTHERN PUMP & TANK	0000		INV	04/11/2023	93533309				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 03152235 6419		TRAHON TR	OTHER PRO			100.00			
									100.00	
73100	SOUTHERN PUMP & TANK	0000		INV	04/11/2023	93542528				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00149300 6419		MISC. ADM	OTHER PRO			100.00			
									100.00	
73100	SOUTHERN PUMP & TANK	0000		INV	04/11/2023	93542529				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 03152230 6419		WASTEWATEOTHER	PRO			100.00			
									100.00	
73100	SOUTHERN PUMP & TANK	0000		INV	04/11/2023	93542530				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 03152235 6419		TRAHON TR	OTHER PRO			100.00			
									100.00	

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
73100	SOUTHERN PUMP & TANK	0000		INV	04/11/2023	93542531			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 03152240 6419		FIELD O &	OTHER PRO		100.00			
							100.00		
73100	SOUTHERN PUMP & TANK	0000		INV	04/11/2023	93542532			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 03152235 6419		TRAHON TR	OTHER PRO		100.00			
							100.00		
73100	SOUTHERN PUMP & TANK	0000		INV	04/11/2023	93547031			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 03152235 6419		TRAHON TR	OTHER PRO		100.00			
							100.00		
73100	SOUTHERN PUMP & TANK	0000		INV	04/11/2023	93547032			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 03152240 6419		FIELD O &	OTHER PRO		100.00			
							100.00		
73100	SOUTHERN PUMP & TANK	0000		INV	04/11/2023	93547033			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 03152235 6419		TRAHON TR	OTHER PRO		100.00			
							100.00		
73100	SOUTHERN PUMP & TANK	0000		INV	04/11/2023	93556645			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00149300 6419		MISC. ADM	OTHER PRO		100.00			
							100.00		
73100	SOUTHERN PUMP & TANK	0000		INV	04/11/2023	93556646			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 03152230 6419		WASTEWATE	OTHER PRO		100.00			
							100.00		
73100	SOUTHERN PUMP & TANK	0000		INV	04/11/2023	93556647			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 03152235 6419		TRAHON TR	OTHER PRO		100.00			
							100.00		
73100	SOUTHERN PUMP & TANK	0000		INV	04/11/2023	93556648			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 03152240 6419		FIELD O &	OTHER PRO		100.00			
							100.00		

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
73100	SOUTHERN PUMP & TANK	0000		INV	04/11/2023	93563080			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 03152235 6419		TRAHON TR	OTHER PRO			100.00		
									100.00
73100	SOUTHERN PUMP & TANK	0000		INV	04/11/2023	93563081			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 03152240 6419		FIELD O &	OTHER PRO			100.00		
									100.00
73100	SOUTHERN PUMP & TANK	0000		INV	04/11/2023	93565880			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00149300 6419		MISC. ADM	OTHER PRO			100.00		
									100.00
73100	SOUTHERN PUMP & TANK	0000		INV	04/11/2023	93565882			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 03152235 6419		TRAHON TR	OTHER PRO			569.74		
									569.74
73100	SOUTHERN PUMP & TANK	0000		INV	04/11/2023	93565883			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 03152235 6419		TRAHON TR	OTHER PRO			100.00		
									100.00
73100	SOUTHERN PUMP & TANK	0000		INV	04/11/2023	93571182			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 03152235 6419		TRAHON TR	OTHER PRO			4,555.73		
									4,555.73
						CHECK TOTAL			7,225.47
66485	STAFFERS INC	0000		EFT	04/11/2023	3026-0500096347			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 38271532 6419		SIG	OTHER PROF			1,138.40		
									1,138.40
66485	STAFFERS INC	0000		EFT	04/11/2023	3026-0500096346			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144420 6489		BUILDING	CONTRACT			418.60		
									418.60
66485	STAFFERS INC	0000		EFT	04/11/2023	3026-0500096273			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144420 6489		BUILDING	CONTRACT			478.40		
									478.40

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD041123 04/11/2023
 DUE DATE: 04/11/2023

CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
66485	STAFFERS INC	0000		EFT	04/11/2023	3026-0500096199				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144420 6489		BUILDING	CONTRACT		598.00				
							598.00			
66485	STAFFERS INC	0000		EFT	04/11/2023	3026-0500096130				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144420 6489		BUILDING	CONTRACT		598.00				
							598.00			
66485	STAFFERS INC	0000		EFT	04/11/2023	3026-0500096491				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 38271532 6419		SIG	OTHER PROF		1,258.00				
							1,258.00			
66485	STAFFERS INC	0000		EFT	04/11/2023	3026-0500096490				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144420 6489		BUILDING	CONTRACT		560.63				
							560.63			
						CHECK TOTAL	5,050.03			
70176	STANTEC CONSULTING SE	0000		EFT	04/11/2023	2015260				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21345190 6823		ENGINEERI	IOTBE		589.25				
							589.25			
						CHECK TOTAL	589.25			
71001	STATE FIRE ACADEMY	0000		INV	04/11/2023	30042				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144120 6419		EMERGENCY	OTHER PRO		2,000.00				
							2,000.00			
71001	STATE FIRE ACADEMY	0000		INV	04/11/2023	30105				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144120 6419		EMERGENCY	OTHER PRO		160.00				
							160.00			
71001	STATE FIRE ACADEMY	0000		INV	04/11/2023	30106				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144120 6419		EMERGENCY	OTHER PRO		200.00				
							200.00			

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Detail Invoice List

CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
71001	STATE FIRE ACADEMY	0000		INV	04/11/2023	30109			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144170 6419		FIRE STAT	OTHER PRO		220.00			
							220.00		
						CHECK TOTAL	2,580.00		
70153	STATE TAX COMMISSION	0000		INV	04/11/2023	03232023			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144110 6423		FIRE ADMI	AUTO LICE		25.50			
							25.50		
						CHECK TOTAL	25.50		
41230	STATE TREASURER	0000		INV	04/11/2023	03312023-1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 001 2368		GENERAL F	ST ASSESS		552.29			
	2 001 2384		GENERAL F	COURT CON		210.23			
	3 001 2373		GENERAL F	ST ASSESS		666.76			
	4 001 2372		GENERAL F	ST ASSESS		5,705.14			
	5 001 2371		GENERAL F	ST ASSESS		32,115.84			
	6 001 2377		GENERAL F	MOTOR VEH		3,400.57			
	7 001 2380		GENERAL F	ADULT DRI		160.00			
	8 001 2375		GENERAL F	ST ASSESS		3.98			
	9 001 2362		GENERAL F	ST ASSESS		2,370.01			
	10 001 2361		GENERAL F	ST ASSESS		13.25			
	11 001 2354		GENERAL F	STATE ASS		60.79			
	12 001 2355		GENERAL F	ST ASSESS		4,804.50			
							50,063.36		
						CHECK TOTAL	50,063.36		
46588	STEGALL NOTARY SERVIC	0000		INV	04/11/2023	6030			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00140410 6419		PLANNING	OTHER PRO		336.00			
							336.00		
46588	STEGALL NOTARY SERVIC	0000		INV	04/11/2023	03282023			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00140410 6419		PLANNING	OTHER PRO		178.00			
							178.00		
						CHECK TOTAL	514.00		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100	POOLED CASH - AP DISBURSEMENTS							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
60405	STEW POT COMMUNITY SER	0000		EFT	04/11/2023	1007				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 38271535 6742		STWPTCDCVCNTRB	OTH		5,977.00				
								5,977.00		
60405	STEW POT COMMUNITY SER	0000		EFT	04/11/2023	320				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 38271535 6742		STWPTCDCVCNTRB	OTH		31,317.16				
								31,317.16		
60405	STEW POT COMMUNITY SER	0000		EFT	04/11/2023	20221				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 08582630 6742		STEW POT C	CTOA		21,743.76				
								21,743.76		
								CHECK TOTAL	59,037.92	
1340	STMS ENTERPRISES	0000	77230418	EFT	04/11/2023	046727				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550140 6311		TENNIS CO	BUILDING		102.84				
								102.84		
1340	STMS ENTERPRISES	0000	77230440	EFT	04/11/2023	046957				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144170 6461		FIRE STAT	BUILDINGS		116.88				
								116.88		
1340	STMS ENTERPRISES	0000	77230447	EFT	04/11/2023	047073				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144170 6461		FIRE STAT	BUILDINGS		116.64				
								116.64		
1340	STMS ENTERPRISES	0000	77230448	EFT	04/11/2023	047074				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550140 6311		TENNIS CO	BUILDING		125.25				
								125.25		
								CHECK TOTAL	461.61	
47085	STUART C IRBY CO	0000	77230278	INV	04/11/2023	S013362294.001				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00145300 6461		CARE & MA	BUILDINGS		2,328.53				
								2,328.53		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
47085	STUART C IRBY CO	0000	77230414	INV	04/11/2023	S013466362.001			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145300 6461		CARE & MA BUILDINGS			277.20			
							277.20		
47085	STUART C IRBY CO	0000	77230429	INV	04/11/2023	S013455135.001			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145300 6315		CARE & MA ELECTRICA			128.14			
							128.14		
						CHECK TOTAL	2,733.87		
40994	SUNBELT FIRE APPARATU	0000	88230136	EFT	04/11/2023	339386			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144120 6316		EMERGENCYMOTOR VEH			277.10			
							277.10		
40994	SUNBELT FIRE APPARATU	0000	88230146	EFT	04/11/2023	339431			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144120 6316		EMERGENCYMOTOR VEH			233.74			
							233.74		
40994	SUNBELT FIRE APPARATU	0000	88230148	EFT	04/11/2023	339573			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144120 6316		EMERGENCYMOTOR VEH			172.63			
							172.63		
40994	SUNBELT FIRE APPARATU	0000	88230148	EFT	04/11/2023	339613			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144120 6316		EMERGENCYMOTOR VEH			33.20			
							33.20		
40994	SUNBELT FIRE APPARATU	0000	88230161	EFT	04/11/2023	339268			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144120 6316		EMERGENCYMOTOR VEH			1,472.52			
							1,472.52		
						CHECK TOTAL	2,189.19		
57425	TANN BROWN & RUSS CO	0000		INV	04/11/2023	1000032044			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00141110 6411		OFFICE OF ACCOUNTIN			9,866.00			
							9,866.00		
						CHECK TOTAL	9,866.00		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD041123 04/11/2023
 DUE DATE: 04/11/2023

CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
16600	TEMPLE INC	0000	23001116	INV	04/11/2023	INV0228519			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144820 6299		TRAFFIC S	OTHER OPE		750.00			
							750.00		
						CHECK TOTAL	750.00		
69925	THE MISSISSIPPI LINK	0000		INV	04/11/2023	26302			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144226 6419		STANDARDSOTHER PRO			110.80			
							110.80		
69925	THE MISSISSIPPI LINK	0000		INV	04/11/2023	26247			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144226 6419		STANDARDSOTHER PRO			44.40			
							44.40		
69925	THE MISSISSIPPI LINK	0000		INV	04/11/2023	26344			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00141130 6444		OFFICE OF LEGAL ADS			12.50			
							12.50		
69925	THE MISSISSIPPI LINK	0000		INV	04/11/2023	26365			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00140410 6444		PLANNING LEGAL ADS			24.20			
							24.20		
69925	THE MISSISSIPPI LINK	0000		INV	04/11/2023	25326			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00141120 6444		BUDGET OF LEGAL ADS			501.60			
							501.60		
						CHECK TOTAL	693.50		
400140	THE SALVATION ARMY, A	0000		EFT	04/11/2023	5650023			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 37971511 6742		ESG CV ADMCNTRB OTH			9,208.76			
							9,208.76		
						CHECK TOTAL	9,208.76		
72057	THE SOUTHERN CONNECTI	0000	23000824	INV	04/11/2023	24636			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144132 6217		ARSON & I UNIFORMS			513.96			
							513.96		

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
						CHECK TOTAL	513.96			
53785	THOMSON REUTERS	0000		INV	04/11/2023	848077478				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00140700 6318		LEGAL	BOOKS & P			2,124.03			
						CHECK TOTAL	2,124.03			
							2,124.03			
19685	THYSSENKRUPP ELEVATOR	0000	77230415	INV	04/11/2023	3007105875				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00141810 6317		ARTS CENT	OTHER REP			296.54			
	2 00141910 6464		MUNICIPAL	MACHINE/E			1,317.07			
	3 00142300 6464		REDEVELOP	MACHINE/E			148.27			
	4 00144170 6299		FIRE STAT	OTHER OPE			153.93			
	5 00144235 6464		PUBLIC SA	MACHINE/E			1,174.47			
	6 00145300 6464		CARE & MA	MACHINE/E			1,522.33			
						CHECK TOTAL	4,612.61			
							4,612.61			
19685	THYSSENKRUPP ELEVATOR	0000	77230416	INV	04/11/2023	5002080647				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00140810 6464		PLANETARI	MACHINE/E			903.86			
						CHECK TOTAL	903.86			
							903.86			
19685	THYSSENKRUPP ELEVATOR	0000	77230417	INV	04/11/2023	5002075195				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00140810 6464		PLANETARI	MACHINE/E			765.28			
						CHECK TOTAL	765.28			
							765.28			
						CHECK TOTAL	6,281.75			
							6,281.75			
401857	TIMOTHY CRAIG HOWARD	0000		EFT	04/11/2023	004				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00140770 6414		PUBLIC DE	SPECIAL L			5,000.00			
						CHECK TOTAL	5,000.00			
							5,000.00			
						CHECK TOTAL	5,000.00			
							5,000.00			
401298	TOSHIBA AMERICA BUSIN	0000		INV	04/11/2023	2720273				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 18756520 6514		TRANSIT S	RENTAL OF			460.00			
						CHECK TOTAL	460.00			
							460.00			
						CHECK TOTAL	460.00			
							460.00			

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CASH ACCOUNT: 999		1100	POOLED CASH - AP DISBURSEMENTS							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
69523	TOWER SENTRY		0000		INV	04/11/2023	27330			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00490400 6462			COMPUTER STRUCTURE			3,250.00			
								3,250.00		
69523	TOWER SENTRY		0000		INV	04/11/2023	27421			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00490400 6462			COMPUTER STRUCTURE			455.00			
								455.00		
							CHECK TOTAL	3,705.00		
71848	TRANSDEV SERVICES		0000		EFT	04/11/2023	2023-02S			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 18756550 6461			UNION STA BUILDINGS			1,514.88			
								1,514.88		
							CHECK TOTAL	1,514.88		
43999	U S POSTAL SERVICE		0000		INV	04/11/2023	76001 03202023			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00141510 6421			MCS ADMIN POSTAGE,			860.00			
								860.00		
							CHECK TOTAL	860.00		
43999	U S POSTAL SERVICE		0000		INV	04/11/2023	76000 03202023			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00141510 6421			MCS ADMIN POSTAGE,			290.00			
								290.00		
							CHECK TOTAL	290.00		
71850	UNITED HEALTHCARE INS		0000		EFT	04/11/2023	749891744243			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 05755820 6419			MEDICAL B OTHER PRO			45,907.98			
								45,907.98		
							CHECK TOTAL	45,907.98		
70818	UNITED LABORATORIES I		0000	88230156	INV	04/11/2023	INV374918			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144120 6316			EMERGENCYMOTOR VEH			947.93			
								947.93		

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS					
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
					CHECK TOTAL	947.93			
						947.93			
69412	UNITED PLUMBING & HEA	0000	77230410	INV	04/11/2023	I012079-1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00141810 6317		ARTS CENT	OTHER REP		231.00			
							231.00		
69412	UNITED PLUMBING & HEA	0000	77230412	INV	04/11/2023	I012087-1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00950610 6317		LANDFILL	OTHER REP		216.00			
							216.00		
69412	UNITED PLUMBING & HEA	0000	23000994	INV	04/11/2023	I011888-1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144170 6419		FIRE STAT	OTHER PRO		1,250.00			
							1,250.00		
69412	UNITED PLUMBING & HEA	0000	23001023	INV	04/11/2023	I012077-1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144170 6419		FIRE STAT	OTHER PRO		700.00			
							700.00		
69412	UNITED PLUMBING & HEA	0000	77230422	INV	04/11/2023	I012123-1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144170 6461		FIRE STAT	BUILDINGS		337.00			
							337.00		
69412	UNITED PLUMBING & HEA	0000	77230423	INV	04/11/2023	I012142-1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144235 6419		PUBLIC SA	OTHER PRO		393.00			
							393.00		
69412	UNITED PLUMBING & HEA	0000	77230339	INV	04/11/2023	I011808-1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144235 6419		PUBLIC SA	OTHER PRO		108.00			
							108.00		
69412	UNITED PLUMBING & HEA	0000	77230426	INV	04/11/2023	I012156-1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144220 6419		SUPPORT S	OTHER PRO		258.00			
							258.00		
69412	UNITED PLUMBING & HEA	0000	77230030	INV	04/11/2023	I010735-1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144220 6419		SUPPORT S	OTHER PRO		216.00			
							216.00		

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CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
							216.00			
69412	UNITED PLUMBING & HEA	0000	77230101	INV	04/11/2023	I010914-1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144220 6419		SUPPORT S OTHER PRO				150.00			
									150.00	
69412	UNITED PLUMBING & HEA	0000	77230027	INV	04/11/2023	I010755-1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144170 6461		FIRE STAT BUILDINGS				259.50			
									259.50	
69412	UNITED PLUMBING & HEA	0000	77230261	INV	04/11/2023	I011656-1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550140 6314		TENNIS CO PLUMBING				150.00			
									150.00	
69412	UNITED PLUMBING & HEA	0000	77230245	INV	04/11/2023	I011577-1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550140 6419		TENNIS CO OTHER PRO				873.00			
									873.00	
69412	UNITED PLUMBING & HEA	0000	77230428	INV	04/11/2023	I010543-1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00143300 6419		SPECIAL P OTHER PRO				280.00			
									280.00	
69412	UNITED PLUMBING & HEA	0000	77230054	INV	04/11/2023	I010786-1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00141910 6317		MUNICIPAL OTHER REP				1,500.00			
									1,500.00	
69412	UNITED PLUMBING & HEA	0000	23000753	INV	04/11/2023	I011507-1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 39049800 6461		ZOO PARK BUILDINGS				1,200.00			
									1,200.00	
69412	UNITED PLUMBING & HEA	0000	77230450	INV	04/11/2023	I012242-1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144170 6461		FIRE STAT BUILDINGS				216.00			
									216.00	
69412	UNITED PLUMBING & HEA	0000	77230444	INV	04/11/2023	I012232-1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550140 6317		TENNIS CO OTHER REP				384.25			
									384.25	
						CHECK TOTAL	8,721.75			

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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
70240	UPCHURCH SERVICES LLC	0000	77230190	INV	04/11/2023	219378			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145300 6461		CARE & MA	BUILDINGS			3,250.00		
								3,250.00	
						CHECK TOTAL		3,250.00	
72099	VEOLIA NORTH AMERICA	0000		EFT	04/11/2023	9000054371			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 03152230 6491		WASTEWATECONTRACT				25,000.00		
								25,000.00	
72099	VEOLIA NORTH AMERICA	0000		EFT	04/11/2023	9000061946			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 03152230 6491		WASTEWATECONTRACT				25,000.00		
								25,000.00	
72099	VEOLIA NORTH AMERICA	0000		EFT	04/11/2023	9000066138			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 03152230 6419		WASTEWATEOTHER PRO				25,000.00		
								25,000.00	
72099	VEOLIA NORTH AMERICA	0000		EFT	04/11/2023	9000067501			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 03152230 6491		WASTEWATECONTRACT				25,000.00		
								25,000.00	
72099	VEOLIA NORTH AMERICA	0000		EFT	04/11/2023	9000078487			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 03152230 6419		WASTEWATEOTHER PRO				25,000.00		
								25,000.00	
72099	VEOLIA NORTH AMERICA	0000		EFT	04/11/2023	9000078489			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 03152230 6491		WASTEWATECONTRACT				25,000.00		
								25,000.00	

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Detail Invoice List

CHECK RUN: CD041123 04/11/2023
 DUE DATE: 04/11/2023

CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
72099	0000		EFT	04/11/2023	9000062244				
ACCOUNT DETAIL							LINE AMOUNT		
1	03152230	6514			WASTEWATERENTAL OF	42,952.68			
2	03152230	6491			WASTEWATECONTRACT	618,630.35			
3	03152230	6491			WASTEWATECONTRACT	197,829.54			
4	03152230	6491			WASTEWATECONTRACT	10,899.33			
5	03152235	6491			TRAHON TR CONTRACT	77,433.19			
6	03152240	6491			FIELD O & CONTRACT	119,456.21			
7	03152270	6491			PRESIDENT CONTRACT	26,044.13			
8	03152230	6491			WASTEWATECONTRACT	1,316.72			
						1,094,562.15			
72099	0000		EFT	04/11/2023	9000074876				
ACCOUNT DETAIL							LINE AMOUNT		
1	03152230	6419			WASTEWATEOTHER PRO	923,461.65			
2	03152235	6491			TRAHON TR CONTRACT	88,332.03			
3	03152270	6491			PRESIDENT CONTRACT	29,679.28			
4	03152240	6491			FIELD O & CONTRACT	149,720.53			
						1,191,193.49			
72099	0000		EFT	04/11/2023	9000074878				
ACCOUNT DETAIL							LINE AMOUNT		
1	03152230	6491			WASTEWATECONTRACT	923,461.65			
2	03152235	6491			TRAHON TR CONTRACT	88,332.03			
3	03152270	6491			PRESIDENT CONTRACT	29,679.28			
4	03152240	6491			FIELD O & CONTRACT	149,720.53			
						1,191,193.49			
72099	0000		EFT	04/11/2023	9000078486				
ACCOUNT DETAIL							LINE AMOUNT		
1	03152230	6491			WASTEWATECONTRACT	923,461.65			
2	03152235	6491			TRAHON TR CONTRACT	88,332.03			
3	03152270	6491			PRESIDENT CONTRACT	29,679.28			
4	03152240	6491			FIELD O & CONTRACT	149,720.53			
						1,191,193.49			
72099	0000		EFT	04/11/2023	9000082644				
ACCOUNT DETAIL							LINE AMOUNT		
1	03152230	6491			WASTEWATECONTRACT	923,461.65			
2	03152235	6491			TRAHON TR CONTRACT	88,332.03			
3	03152270	6491			PRESIDENT CONTRACT	29,679.28			
4	03152240	6491			FIELD O & CONTRACT	149,720.53			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD041123 04/11/2023
 DUE DATE: 04/11/2023

CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
72099	VEOLIA NORTH AMERICA	0000		EFT	04/11/2023	9000074875	1,191,193.49		
	ACCOUNT DETAIL					LINE AMOUNT			
	1 03152230 6491			WASTEWATECONTRACT		923,461.65			
	2 03152235 6491			TRAHON TR CONTRACT		88,332.03			
	3 03152270 6491			PRESIDENT CONTRACT		29,679.28			
	4 03152270 6491			PRESIDENT CONTRACT		149,720.53			
							1,191,193.49		
						CHECK TOTAL	7,200,529.60		
400405	VERNON MATLOCK	0000	23000723	EFT	04/11/2023	104			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145124 6333		SBD - PAV	CONCRETE		4,900.00			
							4,900.00		
400405	VERNON MATLOCK	0000	23000788	EFT	04/11/2023	03212023			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145124 6333		SBD - PAV	CONCRETE		4,900.00			
							4,900.00		
400405	VERNON MATLOCK	0000	23001011	EFT	04/11/2023	103			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145124 6333		SBD - PAV	CONCRETE		4,800.00			
							4,800.00		
						CHECK TOTAL	14,600.00		
73511	VOICES OF CALVARY MIN	0000		EFT	04/11/2023	004-0323			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 12090135 6742		VOICE OF	CTOA		2,747.01			
							2,747.01		
						CHECK TOTAL	2,747.01		
72760	W. E. BLAIN & SONS, I	0000		INV	04/11/2023	07142022			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 15745190 6824		ECIP	IOTBC		10,252.16			
							10,252.16		
						CHECK TOTAL	10,252.16		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD041123 04/11/2023
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CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
61493	WARD'S WRECKER SERVIC	0000	88230154	INV	04/11/2023	024371				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144120 6316			EMERGENCYMOTOR VEH			540.00			
									540.00	
						CHECK TOTAL			540.00	
17925	WARING OIL CO LLC	0000	23001014	EFT	04/11/2023	224848				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550410 6215			PARKS - M FUEL USAG			2.42			
	2 00550453 6215			CEMETERIE FUEL USAG			1,309.08			
									1,311.50	
						CHECK TOTAL			1,311.50	
18124	WATER SEWER BUSINESS	0000		INV	04/11/2023	047000041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550430 6452			PARKS -GO WATER/SEWE			1,414.39			
									1,414.39	
18124	WATER SEWER BUSINESS	0000		INV	04/11/2023	148700041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144170 6452			FIRE STAT WATER/SEWE			372.73			
									372.73	
18124	WATER SEWER BUSINESS	0000		INV	04/11/2023	160250041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144220 6452			SUPPORT S WATER/SEWE			28.56			
									28.56	
18124	WATER SEWER BUSINESS	0000		INV	04/11/2023	396700041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00143300 6452			SPECIAL P WATER/SEWE			84.39			
									84.39	
18124	WATER SEWER BUSINESS	0000		INV	04/11/2023	447000041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00550430 6452			PARKS -GO WATER/SEWE			1,053.39			
									1,053.39	
18124	WATER SEWER BUSINESS	0000		INV	04/11/2023	510000041123				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 03152140 6452			MAINTENAN WATER/SEWE			307.44			
									307.44	

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD041123 04/11/2023
 DUE DATE: 04/11/2023

CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
18124	WATER SEWER BUSINESS	0000		INV	04/11/2023	558150041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145300 6452		CARE & MA	WATER/SEWE			1,829.56		
									1,829.56
18124	WATER SEWER BUSINESS	0000		INV	04/11/2023	602110041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144170 6452		FIRE STAT	WATER/SEWE			230.32		
									230.32
18124	WATER SEWER BUSINESS	0000		INV	04/11/2023	891110041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00145300 6452		CARE & MA	WATER/SEWE			153.00		
									153.00
18124	WATER SEWER BUSINESS	0000		INV	04/11/2023	938150041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144170 6452		FIRE STAT	WATER/SEWE			121.85		
									121.85
18124	WATER SEWER BUSINESS	0000		INV	04/11/2023	947000041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144220 6452		SUPPORT S	WATER/SEWE			90.54		
									90.54
18124	WATER SEWER BUSINESS	0000		INV	04/11/2023	952200041123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550480 6452		PARKS - M	WATER/SEWE			62.01		
									62.01
						CHECK TOTAL	5,748.18		
401262	WILSON TECHNOLOGY, IN	0000	23000971	INV	04/11/2023	2376			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550126 6317		ATHLETICS	OTHER REP			2,799.96		
	2 00550410 6419		PARKS - M	OTHER PRO			1,100.00		
									3,899.96
						CHECK TOTAL	3,899.96		
401262	WILSON TECHNOLOGY, IN	0000	23001073	INV	04/11/2023	2378			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00550126 6317		ATHLETICS	OTHER REP			2,799.96		
	2 00550126 6419		ATHLETICS	OTHER PRO			1,100.00		
									3,899.96

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD041123 04/11/2023
 DUE DATE: 04/11/2023

CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
						CHECK TOTAL	3,899.96			
61255	WOOTTON AMANDA RPR	0000		INV	04/11/2023	102985				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00140725 6419		CIVIL SER	OTHER PROF			602.00			
									602.00	
61255	WOOTTON AMANDA RPR	0000		INV	04/11/2023	102914				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00140725 6419		CIVIL SER	OTHER PROF			601.87			
									601.87	
						CHECK TOTAL	1,203.87			
72733	YORK RISK SERVICES GR	0000		EFT	04/11/2023	400000130482				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00140792 6765		WORKERS CPAYMENTS T				1,200.00			
									1,200.00	
72733	YORK RISK SERVICES GR	0000		EFT	04/11/2023	SF-2612-202301276071				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00140792 6765		WORKERS CPAYMENTS T				37,833.70			
									37,833.70	
						CHECK TOTAL	39,033.70			
70725	ZYAA INC	0000	23000911	INV	04/11/2023	599-3				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 00144120 6299		EMERGENCYOTHER OPE				435.60			
									435.60	
						CHECK TOTAL	435.60			
854	INVOICES					WARRANT TOTAL	14,688,782.35		14,688,782.35	

ACCOUNTS PAYABLE CHECK RUN REPORT

Check Run Summary

CHECK RUN: CD041123 04/11/2023
 DUE DATE: 04/11/2023

FUND	ORG	ACCOUNT	AMOUNT	AVLB BUDGET		
0001	001	GENERAL FUND	0001-0000-000-00000-01-100-00-000-1502	MAINTENANCE SUPPLY IN	10,324.04	
0001	001	GENERAL FUND	0001-0000-000-00000-01-100-00-000-2354	STATE ASSESSMT-DRUG V	60.79	
0001	001	GENERAL FUND	0001-0000-000-00000-01-100-00-000-2355	ST ASSESSMT-UNINSURED	4,804.50	
0001	001	GENERAL FUND	0001-0000-000-00000-01-100-00-000-2361	ST ASSESSMENT-VICTIMS	13.25	
0001	001	GENERAL FUND	0001-0000-000-00000-01-100-00-000-2362	ST ASSESSMT-TRAUMA CA	2,370.01	
0001	001	GENERAL FUND	0001-0000-000-00000-01-100-00-000-2368	ST ASSESSMENT-PROFESS	552.29	
0001	001	GENERAL FUND	0001-0000-000-00000-01-100-00-000-2371	ST ASSESSMENT-TRAFFIC	32,115.84	
0001	001	GENERAL FUND	0001-0000-000-00000-01-100-00-000-2372	ST ASSESSMENT-MISDEME	5,705.14	
0001	001	GENERAL FUND	0001-0000-000-00000-01-100-00-000-2373	ST ASSESSMENT- D.U.I.	666.76	
0001	001	GENERAL FUND	0001-0000-000-00000-01-100-00-000-2375	ST ASSESSMENT - LITTE	3.98	
0001	001	GENERAL FUND	0001-0000-000-00000-01-100-00-000-2377	MOTOR VEHICLE LIABILI	3,400.57	
0001	001	GENERAL FUND	0001-0000-000-00000-01-100-00-000-2379	HIGHWAY PATROL - HB46	3,598.06	
0001	001	GENERAL FUND	0001-0000-000-00000-01-100-00-000-2380	ADULT DRIVERS TRAININ	160.00	
0001	001	GENERAL FUND	0001-0000-000-00000-01-100-00-000-2384	COURT CONSTITUENTS FU	210.23	
0001	001	GENERAL FUND	0001-0000-000-00000-01-100-00-000-2390	DUE TO FUELMAN	91,411.07	
0001	001	GENERAL FUND	0001-0000-000-00000-01-100-00-000-2397	ST ASSMNT - IGNITION	216.11	
0001	001	GENERAL FUND	0001-0000-000-00000-01-100-00-000-4260	ZONING PERMITS	501.00	0.00
0001	001	GENERAL FUND	0001-0000-000-00000-01-100-00-000-5899	APPLIED FUND BALANCE/	300,000.00	0.00
0001	00140198	CHIEF ADMINISTRATOR O	0001-0600-401-40198-01-100-01-000-6514	RENTAL OF EQUIPMENT	230.52	411.36
0001	00140200	CLERK OF COUNCIL	0001-0600-402-40200-01-100-01-000-6316	MOTOR VEHICLE REPAIR	84.37	0.00
0001	00140320	ZONING DIVISION	0001-0700-403-40320-01-100-01-000-6419	OTHER PROFESSIONAL SE	500.00	234.00
0001	00140350	HISTORIC PRESERVATION	0001-0700-403-40350-01-100-01-000-6444	LEGAL ADS ADVERTISING	15.70	343.94
0001	00140410	PLANNING & DEVELOPMEN	0001-0700-404-40410-01-100-01-000-6242	DATA PROCESSING EQUIP	3,676.39	1,660.88
0001	00140410	PLANNING & DEVELOPMEN	0001-0700-404-40410-01-100-01-000-6316	MOTOR VEHICLE REPAIR	95.00	245.00
0001	00140410	PLANNING & DEVELOPMEN	0001-0700-404-40410-01-100-01-000-6419	OTHER PROFESSIONAL SE	85,315.55	49,598.35
0001	00140410	PLANNING & DEVELOPMEN	0001-0700-404-40410-01-100-01-000-6443	DUES MEM. REGIS FEES	80.00	27.00
0001	00140410	PLANNING & DEVELOPMEN	0001-0700-404-40410-01-100-01-000-6444	LEGAL ADS ADVERTISING	24.20	28.28
0001	00140440	RENTAL AND REGISTRY	0001-0700-404-40440-01-100-01-000-6218	OFFICE SUPPLIES	164.43	0.00
0001	00140440	RENTAL AND REGISTRY	0001-0700-404-40440-01-100-01-000-6242	DATA PROCESSING EQUIP	2,259.75	0.00
0001	00140440	RENTAL AND REGISTRY	0001-0700-404-40440-01-100-01-000-6316	MOTOR VEHICLE REPAIR	133.61	0.00
0001	00140610	INFORMATION SYSTEMS -	0001-1200-406-40610-01-100-01-000-6218	OFFICE SUPPLIES	546.34	40.00
0001	00140610	INFORMATION SYSTEMS -	0001-1200-406-40610-01-100-01-000-6514	RENTAL OF EQUIPMENT	70.93	19.39
0001	00140700	LEGAL	0001-0600-407-40700-01-100-01-000-6318	BOOKS & PERIODICALS(N	2,124.03	-4,959.53
0001	00140700	LEGAL	0001-0600-407-40700-01-100-01-000-6443	DUES MEM. REGIS FEES	75.00	755.60
0001	00140700	LEGAL	0001-0600-407-40700-01-100-01-000-6451	ELECTRIC LIGHT AND PO	2,136.33	248.80
0001	00140725	CIVIL SERVICE BOARD	0001-0600-407-40725-01-100-01-000-6419	OTHER PROFESSIONAL SE	3,003.87	0.00
0001	00140770	PUBLIC DEFENDER	0001-0600-407-40770-01-100-01-000-6414	SPECIAL LEGAL SERVICE	5,000.00	0.00
0001	00140792	WORKERS COMPENSATION-	0001-0600-407-40792-01-100-01-000-6765	PAYMENTS TO OTHER FUN	39,033.70	396,579.74
0001	00140794	CLAIMS (OTHER THAN ST	0001-0600-407-40794-01-100-01-000-6414	SPECIAL LEGAL SERVICE	6,693.40	73,326.59
0001	00140794	CLAIMS (OTHER THAN ST	0001-0600-407-40794-01-100-01-000-6419	OTHER PROFESSIONAL SE	520.74	34,180.47

ACCOUNTS PAYABLE CHECK RUN REPORT

0001	00140794	CLAIMS (OTHER THAN ST	0001-0600-407-40794-01-100-01-000-6722	CLAIMS AGAINST CITY	38,612.02	99,832.85
0001	00140810	PLANETARIUM ADMINISTR	0001-0200-408-40810-01-100-06-000-6464	MACHINE/EQUIP MAINTEN	1,669.14	130.00
0001	00141110	OFFICE OF THE CONTROL	0001-0100-411-41110-01-100-01-000-6411	ACCOUNTING & AUDITING	9,866.00	26,302.00
0001	00141110	OFFICE OF THE CONTROL	0001-0100-411-41110-01-100-01-000-6514	RENTAL OF EQUIPMENT	524.18	0.00
0001	00141120	BUDGET OFFICE	0001-0100-411-41120-01-100-01-000-6218	OFFICE SUPPLIES	601.44	230.10
0001	00141120	BUDGET OFFICE	0001-0100-411-41120-01-100-01-000-6444	LEGAL ADS ADVERTISING	501.60	17,375.78
0001	00141130	OFFICE OF THE TREASUR	0001-0100-411-41130-01-100-01-000-6299	OTHER OPERATING SUPPL	18.00	0.44
0001	00141130	OFFICE OF THE TREASUR	0001-0100-411-41130-01-100-01-000-6419	OTHER PROFESSIONAL SE	1,727.40	63,950.87
0001	00141130	OFFICE OF THE TREASUR	0001-0100-411-41130-01-100-01-000-6444	LEGAL ADS ADVERTISING	12.50	100.00
0001	00141130	OFFICE OF THE TREASUR	0001-0100-411-41130-01-100-01-000-6514	RENTAL OF EQUIPMENT	1,671.42	2,367.27
0001	00141410	PURCHASING	0001-0100-414-41410-01-100-01-000-6443	DUES MEM. REGIS FEES	140.00	4,890.00
0001	00141510	MCS ADMIN	0001-0100-415-41510-01-100-01-000-6420	CONTRACT SECURITY SER	1,132.71	9,400.42
0001	00141510	MCS ADMIN	0001-0100-415-41510-01-100-01-000-6421	POSTAGE P O BOX RENT	1,150.00	7,843.46
0001	00141510	MCS ADMIN	0001-0100-415-41510-01-100-01-000-6514	RENTAL OF EQUIPMENT	642.58	4,466.31
0001	00141600	CITY COUNCIL	0001-0600-416-41600-01-100-01-000-6218	OFFICE SUPPLIES	253.02	808.51
0001	00141810	ARTS CENTER	0001-0200-418-41810-01-100-06-000-6317	OTHER REPAIR & MAINT	1,557.10	1,097.35
0001	00141810	ARTS CENTER	0001-0200-418-41810-01-100-06-000-6451	ELECTRIC LIGHT AND PO	2,487.42	685.33
0001	00141910	MUNICIPAL AUDITORIUM	0001-0200-419-41910-01-100-06-000-6317	OTHER REPAIR & MAINT	1,500.00	666.15
0001	00141910	MUNICIPAL AUDITORIUM	0001-0200-419-41910-01-100-06-000-6464	MACHINE/EQUIP MAINTEN	1,317.07	242.28
0001	00142300	REDEVELOPMENT AUTHORI	0001-0600-423-42300-01-100-01-000-6414	SPECIAL LEGAL SERVICE	3,937.50	60,828.75
0001	00142300	REDEVELOPMENT AUTHORI	0001-0600-423-42300-01-100-01-000-6419	OTHER PROFESSIONAL SE	8,415.00	2,582.58
0001	00142300	REDEVELOPMENT AUTHORI	0001-0600-423-42300-01-100-01-000-6443	DUES MEM. REGIS FEES	178.00	1,235.00
0001	00142300	REDEVELOPMENT AUTHORI	0001-0600-423-42300-01-100-01-000-6444	LEGAL ADS ADVERTISING	115.00	3,050.00
0001	00142300	REDEVELOPMENT AUTHORI	0001-0600-423-42300-01-100-01-000-6464	MACHINE/EQUIP MAINTEN	355.07	123.75
0001	00142350	JRA-NORTH FARISH ST P	0001-0600-423-42350-01-100-01-000-6419	OTHER PROFESSIONAL SE	5,517.89	10,044.64
0001	00142610	OFFICE OF ECON DEV-AD	0001-0700-426-42610-01-100-01-000-6218	OFFICE SUPPLIES	31.99	56.12
0001	00142610	OFFICE OF ECON DEV-AD	0001-0700-426-42610-01-100-01-000-6451	ELECTRIC LIGHT AND PO	1.90	70.41
0001	00142800	MUNICIPAL CLERK	0001-0610-428-42800-01-100-01-000-6444	LEGAL ADS ADVERTISING	20.00	1,387.35
0001	00143300	SPECIAL PROGRAMS-ADMI	0001-0200-433-43300-01-100-03-000-6419	OTHER PROFESSIONAL SE	280.00	36,925.06
0001	00143300	SPECIAL PROGRAMS-ADMI	0001-0200-433-43300-01-100-03-000-6452	WATER/SEWER - UTILITY	84.39	761.25
0001	00143300	SPECIAL PROGRAMS-ADMI	0001-0200-433-43300-01-100-03-000-6742	CONTRIBUTION TO OTHER	20,000.00	1,766.52
0001	00143420	AGING PROGRAM OPERATI	0001-0200-434-43420-01-100-03-000-6317	OTHER REPAIR & MAINT	409.23	4,354.61
0001	00143600	SMITH ROBERTSON MUSEU	0001-0200-436-43600-01-100-06-000-6451	ELECTRIC LIGHT AND PO	925.84	367.69
0001	00144110	FIRE ADMINISTRATION	0001-0300-441-44110-01-100-04-000-6423	AUTO LICENSE TITLES	35.50	140.00
0001	00144110	FIRE ADMINISTRATION	0001-0300-441-44110-01-100-04-000-6514	RENTAL OF EQUIPMENT	278.64	-86.81
0001	00144120	EMERGENCY SERVICES DI	0001-0300-441-44120-01-100-04-000-6217	UNIFORMS & WORK CLOTH	598.72	183.52
0001	00144120	EMERGENCY SERVICES DI	0001-0300-441-44120-01-100-04-000-6299	OTHER OPERATING SUPPL	1,770.60	4.60
0001	00144120	EMERGENCY SERVICES DI	0001-0300-441-44120-01-100-04-000-6316	MOTOR VEHICLE REPAIR	4,021.18	6,188.32
0001	00144120	EMERGENCY SERVICES DI	0001-0300-441-44120-01-100-04-000-6419	OTHER PROFESSIONAL SE	2,360.00	57,340.41
0001	00144120	EMERGENCY SERVICES DI	0001-0300-441-44120-01-100-04-000-6422	FREIGHT EXPRESS & TRU	60.00	153.64
0001	00144130	OFFICE OF THE FIRE MA	0001-0300-441-44130-01-100-04-000-6514	RENTAL OF EQUIPMENT	164.23	1,708.33
0001	00144132	ARSON & INTERNAL AFFA	0001-0300-441-44132-01-100-04-000-6217	UNIFORMS & WORK CLOTH	513.96	0.00
0001	00144140	HUMAN RESOURCES DIVIS	0001-0300-441-44140-01-100-04-000-6218	OFFICE SUPPLIES	345.89	7.45
0001	00144160	FIRE VEHICLE REPAIR(u	0001-0300-441-44160-01-100-04-000-6514	RENTAL OF EQUIPMENT	24.70	-20.47
0001	00144160	FIRE VEHICLE REPAIR(u	0001-0300-441-44160-01-100-04-000-6516	UNIFORMS RUGS ETC. RE	1,058.39	-48.00

ACCOUNTS PAYABLE CHECK RUN REPORT

0001	00144170	FIRE STATIONS & BLDGS	0001-0300-441-44170-01-100-04-000-6299	OTHER OPERATING SUPPL	153.93	24.92
0001	00144170	FIRE STATIONS & BLDGS	0001-0300-441-44170-01-100-04-000-6419	OTHER PROFESSIONAL SE	6,543.05	1,767.75
0001	00144170	FIRE STATIONS & BLDGS	0001-0300-441-44170-01-100-04-000-6451	ELECTRIC LIGHT AND PO	9,136.13	16,187.02
0001	00144170	FIRE STATIONS & BLDGS	0001-0300-441-44170-01-100-04-000-6452	WATER/SEWER - UTILITY	724.90	11,583.78
0001	00144170	FIRE STATIONS & BLDGS	0001-0300-441-44170-01-100-04-000-6461	BUILDINGS MAINTENANCE	1,268.05	4,297.73
0001	00144210	OFFICE OF THE CHIEF	0001-0400-442-44210-01-100-04-000-6419	OTHER PROFESSIONAL SE	6,250.00	2,019.00
0001	00144215	OFFICE OF THE ASSISTA	0001-0400-442-44215-01-100-04-000-6231	COMPUTER SOFTWARE	23,920.00	0.00
0001	00144220	SUPPORT SERVICES	0001-0400-442-44220-01-100-04-000-6419	OTHER PROFESSIONAL SE	799.00	125.62
0001	00144220	SUPPORT SERVICES	0001-0400-442-44220-01-100-04-000-6451	ELECTRIC LIGHT AND PO	16,503.19	13,163.91
0001	00144220	SUPPORT SERVICES	0001-0400-442-44220-01-100-04-000-6452	WATER/SEWER - UTILITY	119.10	25,630.31
0001	00144220	SUPPORT SERVICES	0001-0400-442-44220-01-100-04-000-6454	TELEPHONE	80.46	25,392.59
0001	00144220	SUPPORT SERVICES	0001-0400-442-44220-01-100-04-000-6465	AUTO + TRUCK GARAGE +	825.00	1,468.93
0001	00144223	ANIMAL CONTROL	0001-0400-442-44223-01-100-04-000-6451	ELECTRIC LIGHT AND PO	710.01	6,378.22
0001	00144225	CRIME LAB	0001-0400-442-44225-01-100-04-000-6419	OTHER PROFESSIONAL SE	190.75	6,655.88
0001	00144225	CRIME LAB	0001-0400-442-44225-01-100-04-000-6451	ELECTRIC LIGHT AND PO	1,223.28	4,138.88
0001	00144226	STANDARDS AND TRAININ	0001-0400-442-44226-01-100-04-000-6419	OTHER PROFESSIONAL SE	155.20	29,395.58
0001	00144227	POLICE PISTOL RANGE	0001-0400-442-44227-01-100-04-000-6224	LAW ENFORCEMENT SUPPL	3,747.00	88,838.61
0001	00144228	POLICE ID	0001-0400-442-44228-01-100-04-000-6464	MACHINE/EQUIP MAINTEN	279.00	905.00
0001	00144230	INVESTIGATIVE OPERATI	0001-0400-442-44230-01-100-04-000-6231	COMPUTER SOFTWARE	26,694.20	66,500.00
0001	00144235	PUBLIC SAFETY COMMUNI	0001-0400-442-44235-01-100-04-000-6419	OTHER PROFESSIONAL SE	627.00	113.50
0001	00144235	PUBLIC SAFETY COMMUNI	0001-0400-442-44235-01-100-04-000-6464	MACHINE/EQUIP MAINTEN	1,174.47	7,007.02
0001	00144240	OPERATIONS	0001-0400-442-44240-01-100-04-000-6316	MOTOR VEHICLE REPAIR	58,698.94	3.60
0001	00144240	OPERATIONS	0001-0400-442-44240-01-100-04-000-6423	AUTO LICENSE TITLES	318.75	1,859.75
0001	00144242	PRECINCT TWO	0001-0400-442-44242-01-100-04-000-6451	ELECTRIC LIGHT AND PO	61.93	2,576.65
0001	00144243	PRECINCT THREE	0001-0400-442-44243-01-100-04-000-6451	ELECTRIC LIGHT AND PO	1,175.37	6,944.25
0001	00144310	TELECOMMUNICATIONS	0001-1200-443-44310-01-100-01-000-6316	MOTOR VEHICLE REPAIR	966.41	900.44
0001	00144310	TELECOMMUNICATIONS	0001-1200-443-44310-01-100-01-000-6514	RENTAL OF EQUIPMENT	1,503.08	1,227.84
0001	00144410	ADMINISTRATION	0001-0700-444-44410-01-100-01-000-6443	DUES MEM. REGIS FEES	250.00	225.00
0001	00144410	ADMINISTRATION	0001-0700-444-44410-01-100-01-000-6516	UNIFORMS RUGS ETC. RE	337.05	865.77
0001	00144420	BUILDING & PERMIT ADM	0001-0700-444-44420-01-100-01-000-6218	OFFICE SUPPLIES	458.60	501.76
0001	00144420	BUILDING & PERMIT ADM	0001-0700-444-44420-01-100-01-000-6318	BOOKS & PERIODICALS(N	145.50	659.50
0001	00144420	BUILDING & PERMIT ADM	0001-0700-444-44420-01-100-05-000-6422	FREIGHT EXPRESS & TRU	9.95	0.00
0001	00144420	BUILDING & PERMIT ADM	0001-0700-444-44420-01-100-01-000-6489	CONTRACT LABOR	2,653.63	-2,980.80
0001	00144470	COMMUNITY IMPROVEMENT	0001-0700-444-44470-01-100-01-000-6299	OTHER OPERATING SUPPL	1,395.00	11.96
0001	00144470	COMMUNITY IMPROVEMENT	0001-0700-444-44470-01-100-01-000-6444	LEGAL ADS ADVERTISING	49.80	0.00
0001	00144470	COMMUNITY IMPROVEMENT	0001-0700-444-44470-01-100-01-000-6482	RECORDING DOCUMENTS	52.00	985.00
0001	00144810	TRAFFIC ADMINISTRATIV	0001-0500-448-44810-01-100-05-000-6516	UNIFORMS RUGS ETC. RE	247.42	1,523.84
0001	00144820	TRAFFIC SIGNALS SECTI	0001-0500-448-44820-01-100-05-000-6299	OTHER OPERATING SUPPL	750.00	54.24
0001	00144820	TRAFFIC SIGNALS SECTI	0001-0500-448-44820-01-100-05-000-6316	MOTOR VEHICLE REPAIR	1,256.28	60,627.59
0001	00144820	TRAFFIC SIGNALS SECTI	0001-0500-448-44820-01-100-05-000-6419	OTHER PROFESSIONAL SE	12,000.00	188.50
0001	00144820	TRAFFIC SIGNALS SECTI	0001-0500-448-44820-01-100-05-000-6451	ELECTRIC LIGHT AND PO	1,257.33	22,338.20
0001	00144850	TRAFFIC SIGN MFG SECT	0001-0500-448-44850-01-100-05-000-6316	MOTOR VEHICLE REPAIR	280.86	3,963.62
0001	00144850	TRAFFIC SIGN MFG SECT	0001-0500-448-44850-01-100-05-000-6419	OTHER PROFESSIONAL SE	125.00	77.44
0001	00145020	PUBLIC WORK-SURVEYOR/	0001-0500-450-45020-01-100-05-000-6299	OTHER OPERATING SUPPL	5.00	541.10
0001	00145110	STREETS/BRIDGES/DRAIN	0001-0500-451-45110-01-100-05-000-6316	MOTOR VEHICLE REPAIR	60.95	7.29

ACCOUNTS PAYABLE CHECK RUN REPORT

0001	00145124	SBD - PAVED STREETS	0001-0500-451-45124-01-100-05-000-6316	MOTOR VEHICLE REPAIR	1,905.11	11.34
0001	00145124	SBD - PAVED STREETS	0001-0500-451-45124-01-100-05-000-6320	ASPHALT-ROUTINE MAINT	15,104.20	33.98
0001	00145124	SBD - PAVED STREETS	0001-0500-451-45124-01-100-05-000-6333	CONCRETE	14,600.00	1.00
0001	00145124	SBD - PAVED STREETS	0001-0500-451-45124-01-100-05-000-6451	ELECTRIC LIGHT AND PO	3,132.77	12,366.04
0001	00145124	SBD - PAVED STREETS	0001-0500-451-45124-01-100-05-000-6514	RENTAL OF EQUIPMENT	148.00	78.11
0001	00145124	SBD - PAVED STREETS	0001-0500-451-45124-01-100-05-000-6516	UNIFORMS RUGS ETC. RE	289.66	2,882.38
0001	00145125	SBD - DRAINAGE	0001-0500-451-45125-01-100-05-000-6316	MOTOR VEHICLE REPAIR	3,715.34	5,584.45
0001	00145125	SBD - DRAINAGE	0001-0500-451-45125-01-100-05-000-6516	UNIFORMS RUGS ETC. RE	201.89	309.98
0001	00145300	CARE & MAINT OF PUBLI	0001-0500-453-45300-01-100-05-000-6230	HAND TOOLS	296.22	535.98
0001	00145300	CARE & MAINT OF PUBLI	0001-0500-453-45300-01-100-05-000-6315	ELECTRICAL MATERIALS	621.11	373.05
0001	00145300	CARE & MAINT OF PUBLI	0001-0500-453-45300-01-100-05-000-6316	MOTOR VEHICLE REPAIR	1,689.36	23.44
0001	00145300	CARE & MAINT OF PUBLI	0001-0500-453-45300-01-100-05-000-6451	ELECTRIC LIGHT AND PO	57,666.28	146,888.22
0001	00145300	CARE & MAINT OF PUBLI	0001-0500-453-45300-01-100-05-000-6452	WATER/SEWER - UTILITY	1,982.56	174,667.80
0001	00145300	CARE & MAINT OF PUBLI	0001-0500-453-45300-01-100-05-000-6461	BUILDINGS MAINTENANCE	7,189.15	24,856.53
0001	00145300	CARE & MAINT OF PUBLI	0001-0500-453-45300-01-100-05-000-6464	MACHINE/EQUIP MAINTEN	3,199.40	65.85
0001	00145300	CARE & MAINT OF PUBLI	0001-0500-453-45300-01-100-05-000-6516	UNIFORMS RUGS ETC. RE	235.56	-156.77
0001	00145400	STREET LIGHTING	0001-0700-454-45400-01-100-01-000-6451	ELECTRIC LIGHT AND PO	367,583.89	691,411.51
0001	00145610	VEHICLE MANAGEMENT AD	0001-0500-456-45610-01-100-05-000-6299	OTHER OPERATING SUPPL	4,202.00	3.79
0001	00145610	VEHICLE MANAGEMENT AD	0001-0500-456-45610-01-100-05-000-6316	MOTOR VEHICLE REPAIR	45.47	24.43
0001	00145610	VEHICLE MANAGEMENT AD	0001-0500-456-45610-01-100-05-000-6419	OTHER PROFESSIONAL SE	165.00	272.17
0001	00145610	VEHICLE MANAGEMENT AD	0001-0500-456-45610-01-100-05-000-6451	ELECTRIC LIGHT AND PO	1,001.88	2,978.54
0001	00145700	CUSTODIAL SERVICES	0001-0500-457-45700-01-100-05-000-6213	CLEANING & SANITATION	4,076.10	782.76
0001	00145700	CUSTODIAL SERVICES	0001-0500-457-45700-01-100-05-000-6316	MOTOR VEHICLE REPAIR	622.42	11.45
0001	00145700	CUSTODIAL SERVICES	0001-0500-457-45700-01-100-05-000-6516	UNIFORMS RUGS ETC. RE	448.51	712.91
0001	00146130	P W- PARKING METER SE	0001-0500-461-46130-01-100-05-000-6240	NON-CAPITALIZED EQUIP	988.25	600.00
0001	00146130	P W- PARKING METER SE	0001-0500-461-46130-01-100-05-000-6299	OTHER OPERATING SUPPL	24.50	519.10
0001	00146130	P W- PARKING METER SE	0001-0500-461-46130-01-100-05-000-6516	UNIFORMS RUGS ETC. RE	24.96	-45.10
0001	00149300	MISC. ADMIN DEPARTMEN	0001-0600-493-49300-01-100-07-000-6414	SPECIAL LEGAL SERVICE	200.00	4,100.00
0001	00149300	MISC. ADMIN DEPARTMEN	0001-0600-493-49300-01-100-07-000-6419	OTHER PROFESSIONAL SE	500.00	9,968.00
0001	00149300	MISC. ADMIN DEPARTMEN	0001-0600-493-49300-01-100-07-000-6612	INTEREST ON DEBT	47.94	73,718.59
0001	00149300	MISC. ADMIN DEPARTMEN	0001-0600-493-49300-01-100-07-000-6619	REPAYMENT OF LOAN	1,236.20	157,866.48
FUND TOTAL					1,403,111.02	
0004	00490400	COMPUTER POOL	0004-1200-904-90400-01-100-01-000-6231	COMPUTER SOFTWARE	4,851.00	7,725.76
0004	00490400	COMPUTER POOL	0004-1200-904-90400-01-100-01-000-6234	COMPUTER SUPPLIES	67,336.80	8.71
0004	00490400	COMPUTER POOL	0004-1200-904-90400-01-100-01-000-6419	OTHER PROFESSIONAL SE	29,170.00	129,268.82
0004	00490400	COMPUTER POOL	0004-1200-904-90400-01-100-01-000-6455	CELLULAR PHONES	840.17	463.62
0004	00490400	COMPUTER POOL	0004-1200-904-90400-01-100-01-000-6462	STRUCTURE MAINTENANCE	3,705.00	223.30
FUND TOTAL					105,902.97	
0005	005	PARKS & RECR. FUND	0005-0000-000-00000-02-210-00-000-2332	SPECIAL PROGRAMS-RECR	200.00	
0005	00550125	PROGRAMMING	0005-1100-501-50125-02-210-06-000-6221	RECREATIONAL SUPPLIES	793.75	135.73
0005	00550125	PROGRAMMING	0005-1100-501-50125-02-210-06-000-6299	OTHER OPERATING SUPPL	173.79	7.65

ACCOUNTS PAYABLE CHECK RUN REPORT

0005	00550125	PROGRAMMING	0005-1100-501-50125-02-210-06-000-6317	OTHER REPAIR & MAINT	77.27	30.04
0005	00550125	PROGRAMMING	0005-1100-501-50125-02-210-06-000-6419	OTHER PROFESSIONAL SE	2,890.00	204.08
0005	00550125	PROGRAMMING	0005-1100-501-50125-02-210-06-000-6451	ELECTRIC LIGHT AND PO	28.31	10,800.63
0005	00550125	PROGRAMMING	0005-1100-501-50125-02-210-06-000-6461	BUILDINGS MAINTENANCE	2,748.95	227.41
0005	00550126	ATHLETICS	0005-1100-501-50126-02-210-06-000-6317	OTHER REPAIR & MAINT	5,599.92	2,867.78
0005	00550126	ATHLETICS	0005-1100-501-50126-02-210-06-000-6419	OTHER PROFESSIONAL SE	1,100.00	271.85
0005	00550140	TENNIS COURTS	0005-1100-501-50140-02-210-06-000-6311	BUILDING MATERIALS	262.31	66.55
0005	00550140	TENNIS COURTS	0005-1100-501-50140-02-210-06-000-6314	PLUMBING FIXTURES & S	150.00	342.00
0005	00550140	TENNIS COURTS	0005-1100-501-50140-02-210-06-000-6317	OTHER REPAIR & MAINT	384.25	1,590.62
0005	00550140	TENNIS COURTS	0005-1100-501-50140-02-210-06-000-6419	OTHER PROFESSIONAL SE	873.00	437.75
0005	00550140	TENNIS COURTS	0005-1100-501-50140-02-210-06-000-6451	ELECTRIC LIGHT AND PO	689.99	4,405.79
0005	00550180	AQUATICS	0005-1100-501-50180-02-210-06-000-6240	NON-CAPITALIZED EQUIP	396.00	4.00
0005	00550180	AQUATICS	0005-1100-501-50180-02-210-06-000-6451	ELECTRIC LIGHT AND PO	493.67	578.51
0005	00550410	PARKS - MAINTENANCE	0005-1100-504-50410-02-210-06-000-6215	FUEL USAGE	2.42	-36,543.79
0005	00550410	PARKS - MAINTENANCE	0005-1100-504-50410-02-210-06-000-6217	UNIFORMS & WORK CLOTH	797.70	1,662.10
0005	00550410	PARKS - MAINTENANCE	0005-1100-504-50410-02-210-06-000-6230	HAND TOOLS	96.33	1,534.25
0005	00550410	PARKS - MAINTENANCE	0005-1100-504-50410-02-210-06-000-6299	OTHER OPERATING SUPPL	74.85	8.39
0005	00550410	PARKS - MAINTENANCE	0005-1100-504-50410-02-210-06-000-6316	MOTOR VEHICLE REPAIR	10,820.72	8.32
0005	00550410	PARKS - MAINTENANCE	0005-1100-504-50410-02-210-06-000-6317	OTHER REPAIR & MAINT	301.98	1.29
0005	00550410	PARKS - MAINTENANCE	0005-1100-504-50410-02-210-06-000-6419	OTHER PROFESSIONAL SE	12,150.00	604.80
0005	00550410	PARKS - MAINTENANCE	0005-1100-504-50410-02-210-06-000-6422	FREIGHT EXPRESS & TRU	99.39	0.00
0005	00550410	PARKS - MAINTENANCE	0005-1100-504-50410-02-210-06-000-6451	ELECTRIC LIGHT AND PO	4,061.58	13,534.56
0005	00550410	PARKS - MAINTENANCE	0005-1100-504-50410-02-210-06-000-6461	BUILDINGS MAINTENANCE	4,995.00	6.39
0005	00550410	PARKS - MAINTENANCE	0005-1100-504-50410-02-210-06-000-6464	MACHINE/EQUIP MAINTEN	6,090.88	758.50
0005	00550430	PARKS -GOLF COURSE MA	0005-1100-504-50430-02-210-06-000-6211	AGRI + BOT-SEED FERT	4,984.90	32.29
0005	00550430	PARKS -GOLF COURSE MA	0005-1100-504-50430-02-210-06-000-6314	PLUMBING FIXTURES & S	124.89	122.96
0005	00550430	PARKS -GOLF COURSE MA	0005-1100-504-50430-02-210-06-000-6419	OTHER PROFESSIONAL SE	4,900.00	733.50
0005	00550430	PARKS -GOLF COURSE MA	0005-1100-504-50430-02-210-06-000-6451	ELECTRIC LIGHT AND PO	418.51	2,501.64
0005	00550430	PARKS -GOLF COURSE MA	0005-1100-504-50430-02-210-06-000-6452	WATER/SEWER - UTILITY	2,467.78	1,823.21
0005	00550430	PARKS -GOLF COURSE MA	0005-1100-504-50430-02-210-06-000-6514	RENTAL OF EQUIPMENT	921.80	177.42
0005	00550452	CITY R.O.W.	0005-1100-504-50452-02-210-06-000-6316	MOTOR VEHICLE REPAIR	71.64	1,824.96
0005	00550453	CEMETERIES/GROUNDS MA	0005-1100-504-50453-02-210-06-000-6215	FUEL USAGE	1,309.08	4.20
0005	00550460	PARKS -BASEBALL STADU	0005-1100-504-50460-02-210-06-000-6612	INTEREST ON DEBT	202.00	-598.16
0005	00550460	PARKS -BASEBALL STADU	0005-1100-504-50460-02-210-06-000-6619	REPAYMENT OF LOAN	3,333.33	6,422.04
0005	00550480	PARKS - MYNELLE GARDE	0005-1100-504-50480-02-210-06-000-6217	UNIFORMS & WORK CLOTH	47.45	54.96
0005	00550480	PARKS - MYNELLE GARDE	0005-1100-504-50480-02-210-06-000-6451	ELECTRIC LIGHT AND PO	318.52	2,237.11
0005	00550480	PARKS - MYNELLE GARDE	0005-1100-504-50480-02-210-06-000-6452	WATER/SEWER - UTILITY	62.01	266.30
				FUND TOTAL	75,513.97	
0007	00750500	BUSINESS IMPRMNT TX A	0007-0600-505-50500-02-240-05-000-6742	CONTRIBUTION TO OTHER	22,400.48	393.12
				FUND TOTAL	22,400.48	
0009	00945510	ADMINISTRATIVE - SANI	0009-0500-455-45510-05-550-17-000-6419	OTHER PROFESSIONAL SE	4,430.00	70,557.65

ACCOUNTS PAYABLE CHECK RUN REPORT

0009	00945510	ADMINISTRATIVE - SANI	0009-0500-455-45510-05-550-17-000-6492	PRIVATE GARBAGE COLLE	808,035.00	8,034.86
0009	00950610	LANDFILL OPERATIONS	0009-0500-506-50610-05-550-17-000-6316	MOTOR VEHICLE REPAIR	2,598.50	918.69
0009	00950610	LANDFILL OPERATIONS	0009-0500-506-50610-05-550-17-000-6317	OTHER REPAIR & MAINT	216.00	628.00
0009	00950610	LANDFILL OPERATIONS	0009-0500-506-50610-05-550-17-000-6516	UNIFORMS RUGS ETC. RE	199.98	21.87
0009	00950630	HOUSEHOLD HAZARDOUS W	0009-0500-506-50630-05-550-17-000-6419	OTHER PROFESSIONAL SE	3,200.00	60,332.70
				FUND TOTAL	818,679.48	
0018	01851820	STATE TORT ADMINISTRA	0018-0600-518-51820-01-118-01-000-6722	CLAIMS AGAINST CITY	24,368.96	13,234.92
				FUND TOTAL	24,368.96	
0030	030	WATER/SEWER REVENUE F	0030-0000-000-00000-05-511-00-000-2325	WATER METER OVERPAYME	5,975.34	
				FUND TOTAL	5,975.34	
0031	031	WATER/SEWER OP & MAIN	0031-0000-000-00000-05-511-00-000-1503	WATER/SEWER INVENTORY	26,193.00	
0031	03152010	WATER/SEWER BUSINESS	0031-0500-520-52010-05-511-14-000-6419	OTHER PROFESSIONAL SE	71,222.45	25,108.32
0031	03152010	WATER/SEWER BUSINESS	0031-0500-520-52010-05-511-14-000-6420	CONTRACT SECURITY SER	3,566.80	0.00
0031	03152030	ADMINISTRATIVE	0031-0500-520-52030-05-511-14-000-6619	REPAYMENT OF LOAN	11,313.16	1,026,425.52
0031	03152101	WATER THIRD PARTY MAN	0031-0500-521-52101-05-510-14-000-6493	THRID PARTY MANAGER	1,000,000.00	0.00
0031	03152130	FEWELL WTR PLNT WELLS	0031-0500-521-52130-05-511-14-000-6451	ELECTRIC LIGHT AND PO	64.52	96,980.73
0031	03152140	MAINTENANCE & DISTRIB	0031-0500-521-52140-05-511-14-000-6316	MOTOR VEHICLE REPAIR	5,388.54	81.04
0031	03152140	MAINTENANCE & DISTRIB	0031-0500-521-52140-05-511-14-000-6452	WATER/SEWER - UTILITY	307.44	4,571.21
0031	03152215	MAINTENANCE SUPPLY	0031-0500-522-52215-05-511-14-000-6316	MOTOR VEHICLE REPAIR	4,110.00	10,075.77
0031	03152215	MAINTENANCE SUPPLY	0031-0500-522-52215-05-511-14-000-6514	RENTAL OF EQUIPMENT	103.85	391.50
0031	03152215	MAINTENANCE SUPPLY	0031-0500-522-52215-05-511-14-000-6516	UNIFORMS RUGS ETC. RE	203.68	-135.06
0031	03152220	OPERATION & MAINTENAN	0031-0500-522-52220-05-511-14-000-6316	MOTOR VEHICLE REPAIR	1,662.52	6,186.27
0031	03152220	OPERATION & MAINTENAN	0031-0500-522-52220-05-511-14-000-6465	AUTO + TRUCK GARAGE +	2,936.46	685.00
0031	03152220	OPERATION & MAINTENAN	0031-0500-522-52220-05-511-14-000-6516	UNIFORMS RUGS ETC. RE	1,374.52	2,997.32
0031	03152225	SEWER EVALUATION SERV	0031-0500-522-52225-05-511-14-000-6311	BUILDING MATERIALS	119.94	0.00
0031	03152230	WASTEWATER TREATMENT-	0031-0500-522-52230-05-511-14-000-6419	OTHER PROFESSIONAL SE	973,761.65	13,860.98
0031	03152230	WASTEWATER TREATMENT-	0031-0500-522-52230-05-511-14-000-6491	CONTRACT OPERATIONS	4,622,522.54	-422,002.90
0031	03152230	WASTEWATER TREATMENT-	0031-0500-522-52230-05-511-14-000-6514	RENTAL OF EQUIPMENT	42,952.68	-226,644.05
0031	03152235	TRAHON TREATMENT FACI	0031-0500-522-52235-05-511-14-000-6419	OTHER PROFESSIONAL SE	6,025.47	1,563.04
0031	03152235	TRAHON TREATMENT FACI	0031-0500-522-52235-05-511-14-000-6491	CONTRACT OPERATIONS	519,093.34	239,580.30
0031	03152240	FIELD O & M TESTING	0031-0500-522-52240-05-511-14-000-6419	OTHER PROFESSIONAL SE	400.00	664.25
0031	03152240	FIELD O & M TESTING	0031-0500-522-52240-05-511-14-000-6451	ELECTRIC LIGHT AND PO	966.20	1,666.25
0031	03152240	FIELD O & M TESTING	0031-0500-522-52240-05-511-14-000-6491	CONTRACT OPERATIONS	718,338.33	27,033.65
0031	03152270	PRESIDENTIAL HILLS TR	0031-0500-522-52270-05-511-14-000-6491	CONTRACT OPERATIONS	324,161.06	51,882.26
0031	03152280	FIXED CHARGES	0031-0500-522-52280-05-511-14-000-6614	BANK SERVICE CHARGES	3,659.43	-3,006.08
				FUND TOTAL	8,340,447.58	
0032	03252290	SEWER - CAPITAL IMPRO	0032-0500-522-52290-05-510-14-000-6823	IMPROVEMENT OTHER THA	268,188.00	1,137,874.00

ACCOUNTS PAYABLE CHECK RUN REPORT

				FUND TOTAL	268,188.00	
0055	05555101	D & R ADMINISTRATIVE	0055-0930-551-55101-02-250-04-000-6760	PAYMENT TO OTHER AGEN	420,527.68	-85,481.10
				FUND TOTAL	420,527.68	
0057	057	EMPLOYEES GROUP INSUR	0057-0000-000-00000-06-610-00-000-2102	ACCOUNTS PAYABLE	51,866.28	
0057	057	EMPLOYEES GROUP INSUR	0057-0000-000-00000-06-610-00-000-2323	OTHER REFUNDS	560.50	
0057	05755820	MEDICAL BENEFITS	0057-0930-558-55820-06-610-07-000-6419	OTHER PROFESSIONAL SE	45,907.98	107,266.61
				FUND TOTAL	98,334.76	
0076	07640145	KELLOGG FOUNDATION PR	0076-0600-401-40145-02-230-01-000-6419	OTHER PROFESSIONAL SE	18,510.00	261,088.88
				FUND TOTAL	18,510.00	
0085	08580910	CDBG ADMINISTRATION	0085-0700-809-80910-02-220-02-000-6444	LEGAL ADS ADVERTISING	50.00	2,247.96
0085	08581410	COMM SER SENIOR CITZ	0085-0700-814-81410-02-220-02-000-6742	CONTRIBUTION TO OTHER	20,660.51	0.00
0085	08582630	STEW POT COMM SERV/AFT	0085-0700-826-82630-02-220-02-000-6742	CONTRIBUTION TO OTHER	21,743.76	0.00
0085	08583310	HARBOUR HOUSE	0085-0700-833-83310-02-220-02-000-6742	CONTRIBUTION TO OTHER	6,873.68	0.00
0085	08584610	JAMBOREE DAYCARE CENT	0085-0700-846-84610-02-220-05-000-6742	CONTRIBUTION TO OTHER	10,000.00	0.00
0085	08586210	OPERATION SHOESTRING	0085-0700-862-86210-02-220-02-000-6742	CONTRIBUTION TO OTHER	21,743.76	0.00
0085	08589524	SISTERS IN BIRTH, INC	0085-0700-895-89524-02-220-02-000-6742	CONTRIBUTION TO OTHER	11,750.00	0.00
0085	08596430	LEAD INTRVTN ACTIVITI	0085-0700-964-96430-02-220-02-000-6485	CONTRACT CONSTRUCTION	500.00	600,000.00
0085	08596450	LEAD HAZARD CONTROL &	0085-0700-964-96450-02-220-02-000-6444	LEGAL ADS ADVERTISING	1,400.40	0.00
				FUND TOTAL	94,722.11	
0120	12090135	VOICE OF CALVARY MINI	0120-0700-901-90135-02-220-02-000-6742	CONTRIBUTION TO OTHER	2,747.01	201,402.00
				FUND TOTAL	2,747.01	
0122	12256615	HOPWA - GRACE HOUSE	0122-0700-566-56615-02-220-02-000-6742	CONTRIBUTION TO OTHER	26,048.84	845,734.38
				FUND TOTAL	26,048.84	
0125	12592030	TITLE III TRANSPORTAT	0125-0200-920-92030-02-220-03-000-6419	OTHER PROFESSIONAL SE	57,020.00	11,505.00
				FUND TOTAL	57,020.00	
0157	15745190	ENGINEERING-CAPITAL I	0157-0500-451-45190-04-400-05-000-6824	IMPROVEMENT OTHER THA	10,252.16	11,901,305.49
				FUND TOTAL	10,252.16	
0173	17345190	1% ENGINEERING CAPITA	0173-0500-451-45190-04-400-05-000-6824	IMPROVEMENT OTHER THA	143,437.01	2,129,069.74

ACCOUNTS PAYABLE CHECK RUN REPORT

				FUND TOTAL	143,437.01	
0174	17494400	MADISON SEWAGE DISP O	0174-0500-944-94400-05-530-16-000-6419	OTHER PROFESSIONAL SE	78,020.00	2,022.08
				FUND TOTAL	78,020.00	
0175	17594510	RIDGELAND-WEST SEWAGE	0175-0500-945-94510-05-530-16-000-6419	OTHER PROFESSIONAL SE	29,360.00	15,000.00
				FUND TOTAL	29,360.00	
0187	18756510	JATRAN-OPERATING ASSI	0187-0700-565-56510-05-540-15-000-6461	BUILDINGS MAINTENANCE	720.00	111,834.67
0187	18756520	TRANSIT SERVICES DIVI	0187-0700-565-56520-05-540-15-000-6419	OTHER PROFESSIONAL SE	21,065.00	49,354.00
0187	18756520	TRANSIT SERVICES DIVI	0187-0700-565-56520-05-540-15-000-6514	RENTAL OF EQUIPMENT	460.00	36,040.77
0187	18756550	UNION STATION/JATRAN-	0187-0700-565-56550-05-540-15-000-6461	BUILDINGS MAINTENANCE	1,514.88	302,611.15
				FUND TOTAL	23,759.88	
0192	19250500	FONDREN BUSINESS IMPR	0192-0500-505-50500-02-240-05-000-6742	CONTRIBUTION TO OTHER	225,475.87	114.80
				FUND TOTAL	225,475.87	
0213	21345190	ENGINEERING-CAPITAL I	0213-0500-451-45190-02-240-05-000-6823	IMPROVEMENT OTHER THA	589.25	214,591.22
				FUND TOTAL	589.25	
0305	30544115	FIRE MUSEUM	0305-0300-441-44115-01-100-04-000-6299	OTHER OPERATING SUPPL	720.00	661.00
				FUND TOTAL	720.00	
0316	31651193	2015 A/B G.O. REFUNDI	0316-0920-511-51193-03-300-09-000-6611	RETIREMENT BANK NOTE	180,000.00	0.00
0316	31651193	2015 A/B G.O. REFUNDI	0316-0920-511-51193-03-300-09-000-6612	INTEREST ON DEBT	345,906.26	0.48
				FUND TOTAL	525,906.26	
0360	36096920	HABITAT FOR HUMANITY	0360-0700-969-96920-02-220-02-000-6742	CONTRIBUTION TO OTHER	9,100.00	421,323.41
				FUND TOTAL	9,100.00	
0372	37245190	MODERNIZATION TAX PRO	0372-0500-451-45190-04-400-05-000-6824	IMPROVEMENT OTHER THA	78,022.21	0.00
0372	37252290	MODERNIZATION TAX PRO	0372-0500-522-52290-04-400-05-000-6514	RENTAL OF EQUIPMENT	277,980.00	0.00
0372	37252290	MODERNIZATION TAX PRO	0372-0500-522-52290-04-400-05-000-6872	TRACTORS TRAIL + HEAV	377,000.00	0.00
				FUND TOTAL	733,002.21	
0379	37971511	ESG COVID ADMIN	0379-0700-715-71511-02-220-02-000-6742	CONTRIBUTION TO OTHER	9,208.76	33,483.47

ACCOUNTS PAYABLE CHECK RUN REPORT

				FUND TOTAL	9,208.76	
0382	38271530	CDBG COVID CARES	0382-0700-715-71530-02-220-02-000-6514	RENTAL OF EQUIPMENT	603.52	5,556.98
0382	38271532	STOREFRONT IMPROVEMEN	0382-0700-715-71532-02-220-02-000-6419	OTHER PROFESSIONAL SE	2,396.40	22,360.00
0382	38271535	CDBG COVID STEWPOT	0382-0700-715-71535-02-220-02-000-6742	CONTRIBUTION TO OTHER	37,294.16	181,018.59
				FUND TOTAL	40,294.08	
0390	39049800	ZOOLOGICAL PARK	0390-1100-498-49800-02-210-06-000-6317	OTHER REPAIR & MAINT	669.90	1,379.54
0390	39049800	ZOOLOGICAL PARK	0390-1100-498-49800-02-210-06-000-6419	OTHER PROFESSIONAL SE	42.00	3,550.82
0390	39049800	ZOOLOGICAL PARK	0390-1100-498-49800-02-210-06-000-6451	ELECTRIC LIGHT AND PO	4,882.78	18,488.47
0390	39049800	ZOOLOGICAL PARK	0390-1100-498-49800-02-210-06-000-6461	BUILDINGS MAINTENANCE	1,200.00	1,243.72
				FUND TOTAL	6,794.68	
0391	39152190	ARPA 2021 WATER	0391-0500-521-52190-02-220-05-000-6419	OTHER PROFESSIONAL SE	477,725.00	577,342.38
				FUND TOTAL	477,725.00	
0399	39954000	LIBRARY FUND	0399-0600-540-54000-02-250-06-000-6742	CONTRIBUTION TO OTHER	162,250.66	0.00
				FUND TOTAL	162,250.66	
0401	40150130	DFA-SB2971-LIVNGSTON	0401-1100-501-50130-02-230-06-000-6419	OTHER PROFESSIONAL SE	17,400.00	50,000.00
				FUND TOTAL	17,400.00	
0402	40250131	DFA-LAKE HICO AND NOR	0402-1100-501-50131-02-230-06-000-6419	OTHER PROFESSIONAL SE	3,540.00	68,580.00
				FUND TOTAL	3,540.00	
0404	40450133	DFA-SB2971-PETE BROWN	0404-1100-501-50133-02-230-06-000-6419	OTHER PROFESSIONAL SE	800.00	275,882.62
				FUND TOTAL	800.00	
0406	40643350	DFA- THALIA MARA HALL	0406-0200-433-43350-02-230-06-000-6419	OTHER PROFESSIONAL SE	81,007.65	0.00
				FUND TOTAL	81,007.65	
0420	42045190	MDOT- CMPDD PROJECTS	0420-0500-451-45190-02-220-05-000-6824	IMPROVEMENT OTHER THA	198,334.78	6,306,220.00
				FUND TOTAL	198,334.78	
0430	43040820	2022 GO PLANETARIUM B	0430-0200-408-40820-04-400-09-000-6419	OTHER PROFESSIONAL SE	2,500.00	6,306,220.00

ACCOUNTS PAYABLE CHECK RUN REPORT

				FUND TOTAL	2,500.00	
0432	43250500	BELHAVEN COMMUNITY IM	0432-0500-505-50500-02-240-05-000-6742	CONTRIBUTION TO OTHER	126,290.36	0.00
				FUND TOTAL	126,290.36	
0433	43361900	HOME AMAERICAN RESCUE	0433-0700-619-61900-02-220-02-000-6444	LEGAL ADS ADVERTISING	515.54	0.00
				FUND TOTAL	515.54	
WARRANT SUMMARY TOTAL					14,688,782.35	
GRAND TOTAL					14,688,782.35	

#10

#11

OFFICE OF THE CITY ATTORNEY
S. J. M.
4/11/23

ORDER AMENDING THE FEBRUARY 13, 2023 CLAIMS DOCKET TO CORRECT THE AMOUNT OF THE 2013 GENERAL OBLIGATION INTEREST BOND PAYMENT TO U.S. BANK IN THE AMOUNT OF \$1,094,843.75.

WHEREAS, on February 14, 2023, the governing authorities for the City of Jackson approved a payment on the claims docket to U.S. Bank for the 2013 general bond interest in the amount of \$ \$109,943.75: and

WHEREAS, it was later determined that someone inadvertently entered the interest amount as \$109,943.75 and the actual amount owed to U.S. Bank for the general bond interest was \$1,094,843.75; and

WHEREAS, on March 1, 2023, the governing authorities for the City of Jackson approved an Order authorizing the payment of the 2013 general obligation bond payment to U.S. Bank in the amount of \$985,000.00; and

WHEREAS, Section 21-39-7 of the Mississippi Code Annotated, as amended, requires municipalities to keep a formal claims docket and municipal expenditures to be processed and approved by way of a claims docket; and

WHEREAS, the Department of Finance recommends that the governing authorities of the City of Jackson approves the attached claims docket to comply with the mandates of Section 21-39-7.

IT IS, THEREFORE, ORDERED that the Claims Docket for February 14, 2023 be amended from \$14,650,666.47 to reflect the additional \$985,000.00 payment to U.S. Bank for a total amount of \$15,635,666.47.

Agenda Item No. 11
April 11, 2023
(Malembeka, Lumumba)

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Check Run Summary

CHECK RUN: CD030123 03/01/2023

DUE DATE: 03/01/2023



munis
Your ERP solution

OFFICE OF THE CITY ATTORNEY
3/1/23

FUND	ORG	CONVEN REFUNDING SERI	ACCOUNT	AMOUNT	AVLB BUDGET
0315	31551192	0315-0920-511-51192-03-300-09-000-6612		985,000.00	49,594.25
FUND TOTAL				985,000.00	
WARRANT SUMMARY TOTAL				985,000.00	
GRAND TOTAL				985,000.00	

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD030123 03/01/2023
DUE DATE: 03/01/2023



CASH ACCOUNT:	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR	70785	U S BANK	0000		INV	04/11/2023	030120231			
ACCOUNT DETAIL										
	1	31551192	6612		CONVEN RE INTEREST			985,000.00		
							CHECK TOTAL	985,000.00		
1	INVOICES				WARRANT TOTAL			985,000.00		



MEMO

To: Chokwe A Lumumba, Mayor

From: Sharon Thames, Deputy Director of Administration

Date: April 6, 2023

Re: **ORDER AMENDING THE FEBRUARY 13, 2023 CLAIMS DOCKET TO CORRECT THE AMOUNT OF THE 2013 GENERAL OBLIGATION INTEREST BOND PAYMENT TO US BANK IN THE AMOUNT OF \$1,094,843.75**

The Department of Administration Finance Division is amending February 13, 2023 claims docket to revise the amount of payment to US Bank for the 2013 General Obligation Interest Bond Payment.

Should you have any questions or concerns, please contact me at 601.960.1005.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

April 6, 2023

DATE

POINTS		COMMENTS						
1.	Brief Description/Purpose	ORDER AMENDING THE FEBRUARY 13, 2023 CLAIMS DOCKET TO CORRECT THE AMOUNT OF THE 2013 GENERAL OBLIGATION INTEREST BOND PAYMENT TO US BANK IN THE AMOUNT OF \$1,094,843.75.						
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life						
3.	Who will be affected	City of Jackson						
4.	Benefits	Debt payment for COJ						
5.	Schedule (beginning date)	After Council Approval						
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	ALL WARDS CITY WIDE						
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Administration Department of Finance						
8.	COST	\$985,000						
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Fund 315.511.92.6612						
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	_____

#12

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PROUDCITY FOR WEBSITE AND HOSTING ANNUAL MAINTENANCE SERVICES.

WHEREAS, the City of Jackson previously contracted with ProudCity, a web platform, that provides the City with the ability to manage digital services through a subscription for website, hosting and other associated products and services; and

WHEREAS, the ProudCity platform provides support for the website and allows administrators to manage critical aspects of the City's online presence; and

WHEREAS, the prior maintenance agreement for ProudCity services expires on May 11, 2023 and a renewal is necessary to continue uninterrupted access to the City's website; and

WHEREAS, ProudCity is the sole provider of the ProudCity website services and the associated product and service package; and

WHEREAS, the City of Jackson will revise the agreement to remove the "automatic renewal" provision which requires the City to provide notice of cancellation to avoid an automatic renewals; and

WHEREAS, it is in the best interest of the City of Jackson that the maintenance and website needs for the City of Jackson continue through a renewed service agreement with ProudCity for one year.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an agreement with ProudCity for the purchase of a maintenance agreement for website services and hosting at a total cost of \$20,822.00 for one year.

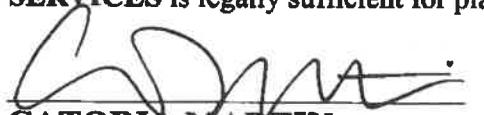
Agenda Item No. 12
April 11, 2023
(Lumumba)



455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207
Telephone 601-960-1799
Facsimile 601-960-1756
Facsimile 601-960-0321

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PROUDCITY FOR WEBSITE AND HOSTING ANNUAL MAINTENANCE SERVICES is legally sufficient for placement in NOVUS Agenda.


CATORIA MARTIN, *City Attorney*

4/7/23
DATE



ProudCity Subscription Terms of Service

Jackson, MS

Overview:

ProudCity is a web platform that lets municipalities easily launch and manage government digital services all in one place: proudcity.com. We empower government to proudly serve residents, businesses and visitors and build a stronger sense of civic pride. Our service is designed to give municipalities as much control and ownership over what goes on your website as possible and encourage you to express yourself freely. However, be responsible in what you publish. In particular, make sure that none of the prohibited items (like spam, viruses, or serious threats of violence) appear on your website.

Terms of Service:

The following terms and conditions govern all use of ProudCity and all content, services, and products available at or through the website, including, but not limited to, our services. Our Services are offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, ProudCity's [privacy policy](#)) and procedures that may be published from time to time by ProudCity (collectively, the "Agreement"). You agree that we may automatically upgrade our Services, and these terms will apply to any upgrades. Your agreement is with ProudCity Inc., (each, "ProudCity" or "we").

Please read this Agreement carefully before accessing or using our Services. By accessing or using any part of our services, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access or use any of our services. If these terms and conditions are considered an offer by ProudCity, acceptance is expressly limited to these terms.

Use of our Services requires a ProudCity account. You agree to provide us with complete and accurate information when you register for an account. You will be solely

responsible and liable for any activity that occurs under your username. You are responsible for keeping your password secure.

1. ProudCity Platform

- **Your ProudCity Account and Website.** If you create a website on the ProudCity Platform, you are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the website. You must immediately notify ProudCity of any unauthorized uses of your website your account, or any other breaches of security. ProudCity will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.
- **Responsibility of Contributors.** If you operate a website, or otherwise make (or allow any third party to make) material available (any such material, “Content”), you are entirely responsible for the content of, and any harm resulting from, that Content or your conduct. That is the case regardless of what form the Content takes, which includes, but is not limited to text, photo, video, audio, or code. By using the ProudCity Platform, you represent and warrant that your Content and conduct do not violate these terms. If you delete Content, ProudCity will use reasonable efforts to remove it from your website, but you acknowledge that caching or references to the Content may not be made immediately unavailable. Without limiting any of those representations or warranties, ProudCity has the right (though not the obligation) to, in ProudCity’s sole discretion, (i) refuse or remove any content that, in ProudCity’s reasonable opinion, violates any ProudCity policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of ProudCity to any individual or entity for any reason. ProudCity will have no obligation to provide a refund of any amounts previously paid.
- **Web Traffic.** We use a third party, Google Analytics, to measure your website’s audience and usage. By hosting your site on the ProudCity Platform, you agree to assign the traffic relating to your website to ProudCity. If we or Google Analytics require additional documentation to verify ownership of your website or domain name, you agree to make reasonable efforts to accommodate such requests.

- **Attribution.** ProudCity reserves the right to display attribution links such as ‘Powered by ProudCity’, theme author, and font attribution in your footer or toolbar. Footer credits may not be altered or removed regardless of upgrades purchased.
- **Payment and Renewal.**
 - **General Terms.** ProudCity Standard Subscription pricing shall be a total cost of \$20,822.00 over a year period, commencing on May 12, 2023. Optional paid services are available (any such services, an “Upgrade”). By selecting an Upgrade you agree to pay ProudCity the one time fee or monthly or annual subscription fees indicated for that service. Payments will be charged on a pre-pay basis on the day you sign up for an Upgrade and will cover the use of that service for a monthly or annual subscription period as indicated. ProudCity shall honor pricing for two years following any price increase to existing customers.
 - **Automatic Renewal.** Unless you notify ProudCity before the end of the applicable subscription period that you want to cancel a subscription or upgrade, your upgrade or subscription will automatically renew and you authorize us to collect the then-applicable annual or monthly subscription fee for such services using any credit card or other payment mechanism we have on record for you.
 - **Cancellations.** Subscriptions and upgrades can be canceled at any time by contacting ProudCity but without refunds for previously paid invoices.
 - **Enterprise Service.** Enterprise services are provided by ProudCity under the terms and conditions for each such service. By signing up for Enterprise services, you agree to abide by such terms and conditions.

2. Responsibility of Visitors.

ProudCity has not reviewed, and cannot review, all of the material, including computer software, posted to our Services, and cannot therefore be responsible for that material’s content, use or effects. By operating our Services, ProudCity does not

represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful, or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Our Services may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. Our Services may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. ProudCity disclaims any responsibility for any harm resulting from the use by visitors of our Services, or from any downloading by those visitors of content there posted.

3. Content Posted on Other Websites.

We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which your website links, and that link to your website. ProudCity does not have any control over those external websites, and is not responsible for their contents or their use. By linking to an external website, ProudCity does not represent or imply that it endorses such website. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. ProudCity disclaims any responsibility for any harm resulting from your use of external websites and webpages.

4. Intellectual Property.

This Agreement does not transfer from ProudCity to you any ProudCity or third party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with ProudCity. ProudCity, my.proudcity.com, proudcity.com, ProudCity logo, and all other trademarks, service marks, graphics and logos used in connection with ProudCity or our Services, are trademarks or registered trademarks of ProudCity or ProudCity's licensors. Other trademarks, service marks, graphics and logos used in connection with our Services may be the trademarks of

other third parties. Your use of our Services grants you no right or license to reproduce or otherwise use any ProudCity or third-party trademarks.

This Agreement does not transfer from the customer to ProudCity any customer or third party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with the customer. The customer's domain, logo, and all other trademarks, service marks and unique graphics used by the customer are trademarks or registered trademarks of the customer or customer's licensors. Other trademarks, service marks, graphics and logos used in connection with the website may be the trademarks of other third parties. Notwithstanding, to the extent the customer engages ProudCity to develop a custom product or feature ProudCity shall be permitted to share that product or feature with any and all ProudCity customers.

5. Changes.

We are constantly updating our Services, and that means sometimes we have to change the legal terms under which our Services are offered. If we make changes that are material, we will let you know by posting on one of our blogs, or by sending you an email or other communication before the changes take effect. The notice will designate a reasonable period of time after which the new terms will take effect. If you disagree with our changes, then you should stop using our Services within the designated notice period. Your continued use of our Services will be subject to the new terms. However, any dispute that arose before the changes shall be governed by the Terms (including the binding individual arbitration clause) that were in place when the dispute arose.

6. Termination.

ProudCity may terminate your access to all or any part of our Services at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your ProudCity account (if you have one), you may discontinue using our Services and stop billing by contacting ProudCity and request a termination of services. All provisions of this Agreement which by their nature should

survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Notices of termination should be provided in writing through electronic mail.

7. Disclaimer of Warranties.

Our Services are provided “as is.” ProudCity and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither ProudCity nor its suppliers and licensors, makes any warranty that our Services will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, our Services at your own discretion and risk.

8. Limitation of Liability.

In no event will ProudCity, or its suppliers or licensors, be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to ProudCity under this agreement during the twelve (12) month period prior to the cause of action. ProudCity shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

9. General Representation and Warranty.

You represent and warrant that (i) your use of our Services will be in strict accordance with the ProudCity Privacy Policy, with this Agreement, and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and

acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of our Services will not infringe or misappropriate the intellectual property rights of any third party.

10. US Economic Sanctions.

You expressly represent and warrant that your use of our Services and or associated services and products is not contrary to applicable U.S. Sanctions. Such use is prohibited, and ProudCity reserve the right to terminate accounts or access of those in the event of a breach of this condition.

11. Translation.

These Terms of Service were originally written in English (US). We may translate these terms into other languages. In the event of a conflict between a translated version of these Terms of Service and the English version, the English version will control.

12. Miscellaneous.

This Agreement constitutes the entire agreement between ProudCity and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of ProudCity, or by the posting by ProudCity of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of our Services will be governed by the laws of the state of Mississippi, U.S.A., excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond). A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; ProudCity may assign its rights under this Agreement without condition.

This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

Signature

Customer:

Name:

Title:

Signature:

Date:

ProudCity:

Name: Kevin Herman

Title: COO

Signature: 

Date: 3/16/2023

#13

ORDER AMENDING THE CHIEF ADMINISTRATIVE OFFICE'S FISCAL YEAR 2022-2023 BUDGET

WHEREAS, the Chief Administrative Office's Fiscal Year 2022-2023 budget needs to be amended for category changes necessary for the procuring of a ViewBoard to replace the one that is inoperable; and

WHEREAS, there are monies available in the "Other Services and Charges" category which have not been expended which may be used for the funding of a ViewBoard if the Chief Administrative Office's Fiscal Year 2022-2023 Budget is amended; and

WHEREAS, the Chief Administrative Office is seeking City Council approval for an intradepartmental transfer of Three Thousand Five Hundred Dollars (\$3,500.00) from the "Other Services and Charges" category to the "Supplies and Materials" category, both categories being contained within the Chief Administrative Office's Fiscal Year 2022-2023 Budget; and

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

WHEREAS, the Chief Administrative Office represents that the Three Thousand Five Hundred Dollars (\$3,500.00) currently located in the "Other Services and Charges" category is not needed or expected to be needed for the purpose(s) for which it was originally appropriated in the Chief Administrative Office's Fiscal Year 2022-2023 Budget; and

WHEREAS, this intradepartmental transfer of Three Thousand Five Hundred Dollars (\$3,500.00) is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, as there have been no other budget amendments/revisions to the Chief Administrative Office's Fiscal Year 2022-2023 Budget and this amendment/revision does not exceed ten percent (10%) of the total budget amount appropriated to the Chief Administrative Office's Fiscal Year 2022-2023 Budget; and

WHEREAS, the Chief Administrative Office desires the Chief Administrative Office's Fiscal Year 2022-2023 Budget be amended by the following entries:

<u>Fund Account</u>	<u>Debit</u>	<u>Credit</u>
001-401.98-6242	\$ 3,500	
001-401.98-6419		\$ 3,500

Agenda Item No. 13
April 11, 2023
(Wright, Lumumba)

IT IS THEREFORE ORDERED, that the Chief Administrative Office's Fiscal Year 2022-2023 Budget be amended by the following entries:

<u>Fund Account</u>	<u>Debit</u>	<u>Credit</u>
001-401.98-6242	\$ 3.500	
001-401.98-6419		\$ 3.500

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

March 24, 2023
DATE

POINTS		COMMENTS							
1.	Brief Description/Purpose	ORDER REVISING THE FISCAL YEAR 2022-2023 BUDGET OF GENERAL GOVERNMENT – CHIEF ADMINISTRATIVE OFFICE							
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	N/A							
3.	Who will be affected	N/A							
4.	Benefits	N/A							
5.	Schedule (beginning date)	Upon Approval by City Council							
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	ALL WARDS CITY WIDE							
7.	Action implemented by: • City Department <input type="checkbox"/> • Consultant <input type="checkbox"/>	Chief Administrative Office							
8.	COST	N/A							
9.	Source of Funding • General Fund <input type="checkbox"/> • Grant <input type="checkbox"/> • Bond <input type="checkbox"/> • Other <input type="checkbox"/>	N/A							
10.	EBO participation	ABE	_____ %	WAIVER	yes	no	_____	N/A	_____
		AABE	_____ %	WAIVER	yes	no	_____	N/A	_____
		WBE	_____ %	WAIVER	yes	no	_____	N/A	_____
		HBE	_____ %	WAIVER	yes	no	_____	N/A	_____
		NABE	_____ %	WAIVER	yes	no	_____	N/A	_____



MEMORANDUM

TO: Chokwe A. Lumumba
Mayor

FROM: Louis P. Wright
Chief Administrative Officer

DATE: March 24, 2023

RE: ORDER REVISING CAO's BUDGET

The CAO's budget needs to be revised for changes moving funds from Other Professional Services to Supplies and Material category. This is necessary for the procurement of a ViewBoard for the CAO's office.


/sp

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207 2779
Telephone (601) 960-1799
Facsimile (601) 960-1746

OFFICE OF THE CITY ATTORNEY

This ORDER AMENDING THE CHIEF ADMINISTRATIVE OFFICE'S FISCAL YEAR 2022-2023 BUDGET is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Y/15/23

Date

#14

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT FROM SOUTHERN ACTUARIAL SERVICES CO TO COMPLETE THE GASB 75 REPORT FOR THE SELF FUNDED HEALTH PLAN FOR THE CITY OF JACKSON MISSISSIPPI FOR THE FISCAL YEARS COMMENCING OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021 AND OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022.

WHEREAS, the Governmental Accounting and Standards Board has established certain reporting requirements for state and local governments, which provide other post- employment benefits (OPEB) to employees; and

WHEREAS, one requirement established is the completion of a GASB 75 statement or report; and

WHEREAS, the GASB 75 statement establishes standards for recognizing and measuring liabilities, deferred outflow of resources, deferred inflow of resources, and expenses and expenditures; and

WHEREAS, for defined benefit OPEB, the GASB 75 identifies the methods and assumptions that are required to be used to project benefit payments, discount projected benefit payments to their actuarial present value and attribute that present value to periods of the employee's services; and

WHEREAS, the City of Jackson has need for the preparation of a GASB75 report for the fiscal years October 1, 2020 through September 30, 2021 and October 1, 2021 through September 30, 2022; and

WHEREAS, the preparation of a GASB 75 constitutes a professional service which is not subject to the competitive procurement requires of the State of Mississippi's public purchasing laws; and

WHEREAS, Southern Actuarial Services Company, Inc. is a Georgia domestic corporation incorporated on July 14, 1998 and is located at 68 Jopena Boulevard, Hoschton, GA; and

WHEREAS, the agent for service of process for Southern Actuarial Services Company, Inc., is Richard Andre of 3625 Cumberland Boulevard, Ste 980, Atlanta GA 30339; and

WHEREAS, Southern Actuarial Services Company, Inc., is qualified and capable of providing the City with the GASB 75 reports which the City needs; and

WHEREAS, Southern Actuarial Services Company, Inc., has advised the Department of Human Resources that it will provide the services needed for the GASB 75 report at a cost of \$10,500 for *each* of the fiscal years stated; and

Agenda Item No. 14
April 11, 2023
(Martin, Lumumba)

WHEREAS, the best interest of the City would be served by contracting with Southern Actuarial Services Company, Inc. to complete a GASB 75 report for the fiscal year periods October 1, 2020-September 30, 2021 and October 1, 2021 through September 30, 2022; and

WHEREAS, Southern Actuarial Services Company, Inc., has agreed to provide the report to the City of Jackson on or before June 1, 2023; and

WHEREAS, Southern Actuarial Services Company, Inc., may assign the performances under the contract with the *written consent* of the City; and

WHEREAS, Southern Actuarial Services Company, Inc., will indemnify and hold the City harmless for losses arising out fraud or dishonesty, the failure to faithfully perform duties, and mistakes, errors, and omissions arising out of its performance; and

WHEREAS, the agreement will be effective through Southern Actuarial Services Company, Inc. submitting the GASB 75 reports and payment being tendered;

IT IS HEREBY ORDERED that the Mayor is authorized to execute a contract with Southern Actuarial Services to prepare a GASB 75 report for the fiscal years commencing October 1, 2020 through September 30, 2021 and October 1, 2021 through September 30, 2022.

IT IS HEREBY ORDERED that the sum of \$10,500 shall be paid for each fiscal year GASB 75 report received from Southern Actuarial Services Company, Inc.

APPROVED FOR AGENDA:

Personnel Director

EBO Officer

Finance

Budgeted: Yes _____ No _____

Account Number

Legal

CAO

Mayor's Office

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Agenda Item: _____
Agenda Date: _____
By: Martin, Lumumba

MEMORANDUM

TO: Mayor Chokwe A. Lumumba
FROM: Toya Martin, Director
Human Resources
DATE: March 28, 2023

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT FROM SOUTHERN ACTUARIAL SERVICES CO TO COMPLETE THE GASB 75 REPORT FOR THE SELF FUNDED HEALTH PLAN FOR THE CITY OF JACKSON MISSISSIPPI FOR THE FISCAL YEARS COMMENCING OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021 AND OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022.

The Department of Human Resources is recommending that the City approves the contract from Southern Actuarial Services Co Inc.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

March 28, 2023

DATE

POINTS		COMMENTS							
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT FROM SOUTHERN ACTUARIAL SERVICES CO TO COMPLETE THE GASB 75 REPORT FOR THE SELF FUNDED HEALTH PLAN FOR THE CITY OF JACKSON MISSISSIPPI FOR THE FISCAL YEARS COMMENCING OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021 AND OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022.							
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Change in City Government							
3.	Who will be affected	All City Departments, assigned employees							
4.	Benefits								
5.	Schedule (beginning date)	Upon approval by the council							
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Citywide							
7.	<input type="checkbox"/> Action implemented by: <input type="checkbox"/> § City Department <input type="checkbox"/> § Consultant	Department of Human Resources							
8.	COST								
9.	<input type="checkbox"/> Source of Funding <input type="checkbox"/> § General Fund <input type="checkbox"/> § Grant <input type="checkbox"/> § Bond <input type="checkbox"/> § Other	General Fund							
10.	EBO participation	ABE	_____ %	WAIVER	_____	no	_____	N/A	_____
		AABE	_____ %	WAIVER	_____	no	_____	N/A	_____
		WBE	_____ %	WAIVER	_____	no	_____	N/A	_____
		HBE	_____ %	WAIVER	_____	no	_____	N/A	_____
		NABE	_____ %	WAIVER	_____	no	_____	N/A	_____

#15

ORDER AUTHORIZING THE CITY OF JACKSON FIRE DEPARTMENT TO ENTER INTO A “MEMORANDUM OF UNDERSTANDING” WITH THE MISSISSIPPI DEPARTMENT OF MENTAL HEALTH BUREAU OF BEHAVIORAL HEALTH SERVICES TO PROVIDE THE CITY OF JACKSON FIRE DEPARTMENT DOSES OF NARCAN NASAL SPRAY (GENERIC NAME NALOXONE) (ALL WARDS)

WHEREAS, NARCAN Nasal Spray is a safe and effective medication that reverses an opioid overdose; and

WHEREAS, the City of Jackson Fire Department is equipped with eligible personnel to administer NARCAN Nasal Spray; and

WHEREAS, each City of Jackson Fire Department Firefighting Apparatus that is equipped with a medical bag will be able to safely and properly store and transport NARCAN Nasal Spray; and

WHEREAS, the purpose of this “Memorandum of Understanding” is to specify the obligations of the Mississippi Department of Mental Health Bureau of Behavioral Health Services and the City of Jackson Fire Department regarding the delivery, training, storage, deployment, and reporting of NARCAN Nasal Spray; and

WHEREAS, pursuant to this “Memorandum of Understanding,” the Mississippi Department of Mental Health Bureau of Behavioral Health Services shall: deliver doses of NARCAN Nasal Spray to the City of Jackson Fire Department; provide an inventory tracking system form (“Monthly NARCAN Reporting Form”) to the City of Jackson Fire Department; and shall provide online or in-person training to specified personnel as determined by the City of Jackson Fire Department on the proper administration and storage of NARCAN Nasal Spray, either prior to or at the time of delivery of said medication; and

WHEREAS, pursuant to this “Memorandum of Understanding,” the City of Jackson Fire Department shall: attest to the training of its personnel prior to their possession of NARCAN Nasal Spray; monitor Department personnel in possession of NARCAN Nasal Spray for adherence to the proper safeguarding and storage of said medication; designate an individual as the point of contact for the purpose of completing and delivering the “Monthly NARCAN Reporting Form” via email to the Mississippi Department of Mental Health Bureau of Behavioral Health Services by the 10th business day of each month; and redistribute NARCAN Nasal Spray among Department personnel as necessary to ensure that first-in-first-out inventory management is followed to reduce inventory loss due to product expiration; and

WHEREAS, the City of Jackson Fire Department has designated a point of contact to complete and deliver the “Monthly NARCAN Reporting Form;” and

WHEREAS, the term of this “Memorandum of Understanding” shall be the lesser of two (2) years from the date of execution or until NARCAN Nasal Spray inventory is depleted; and

WHEREAS, the Mississippi Department of Mental Health Bureau of Behavioral Services has assigned the Bureau of Alcohol and Drug Services the right to terminate this “Memorandum of Understanding” and demand return of all remaining NARCAN Nasal Spray doses if the “Monthly NARCAN Reporting Form” becomes more than ninety (90) days delinquent; thus

IT IS THEREBY ORDERED, that the Mayor be authorized to execute this “Memorandum of Understanding” between the Mississippi Department of Mental Health Bureau of Behavioral Health Services and the City of Jackson Fire Department to provide the City of Jackson Fire Department doses of NARCAN Nasal Spray.

Item No. _____

Agenda Date: _____

By: Owens, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

March 6, 2023
DATE

P O I N T S		C O M M E N T S							
1.	Brief Description/Purpose	ORDER AUTHORIZING THE CITY OF JACKSON FIRE DEPARTMENT TO ENTER INTO A “MEMORANDUM OF UNDERSTANDING” WITH THE MISSISSIPPI DEPARTMENT OF MENTAL HEALTH BUREAU OF BEHAVIORAL HEALTH SERVICES TO PROVIDE THE CITY OF JACKSON FIRE DEPARTMENT DOSES OF NARCAN NASAL SPRAY (GENERIC NAME NALOXONE) (ALL WARDS)							
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	Neighborhood Enhancement and Quality of Life							
3.	Who will be affected	Citizens of Jackson and the Metro Area							
4.	Benefits	To provide exceptional emergency service to citizens and visitors							
5.	Schedule (beginning date)	N/A							
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	ALL WARDS CITY WIDE							
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Jackson Fire Department							
8.	COST								
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other	Other: Mississippi Department of Mental Health							
10.	EBO participation	ABE	_____ %	WAIVER	yes _____	no _____	N/A	_____	
		AABE	_____ %	WAIVER	yes _____	no _____	N/A	_____	
		WBE	_____ %	WAIVER	yes _____	no _____	N/A	_____	
		HBE	_____ %	WAIVER	yes _____	no _____	N/A	_____	
		NABE	_____ %	WAIVER	yes _____	no _____	N/A	_____	

MEMORANDUM

To: Chokwe Antar Lumumba, Mayor City of Jackson

From: Willie Owens, Chief of Fire Department

Date: March 6, 2023

Re: Order Authorizing the Fire Department to enter into a Memorandum of Understanding with the Mississippi Department of Mental Health Bureau of Behavioral Health Services to administer NARCAN Nasal Spray (Generic name Naloxone)

The Fire Department is requesting your authorization to enter into a Memorandum of Understanding with the MS Department of Mental Health Bureau of Behavioral Health Services to administer doses of the drug NARCAN. The department has designated a Point of Contact for the NARCAN project.

If you have any questions, or need additional information, please feel free to contact.

Best regards,
wo/ss

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE CITY OF JACKSON FIRE DEPARTMENT TO ENTER INTO A "MEMORANDUM OF UNDERSTANDING" WITH THE MISSISSIPPI DEPARTMENT OF MENTAL HEALTH BUREAU OF BEHAVIORAL HEALTH SERVICES TO PROVIDE THE CITY OF JACKSON FIRE DEPARTMENT DOSES OF NARCAN NASAL SPRAY (GENERIC NAME NALOXONE** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Justin Powell, Deputy City Attorney JP

3/28/23
Date

#16

OFFICE OF THE ATTORNEY
A.M. 3/10/23

ORDER AUTHORIZING THE MAYOR TO AMEND TWO ANTENNA SITE LICENSE AGREEMENTS WITH NEW CINGULAR WIRELESS PCS, LLC TO MODIFY EQUIPMENT AND INCREASE LICENSEE FEES AT TWO TOWER SITES WITHIN THE CITY OF JACKSON.

WHEREAS, Section 21-17-5(1) of the Mississippi Code of 1972, Annotated, vests the care, management, and control of the municipal affairs and its property and finances with the governing authorities; and

WHEREAS Section 21-17-5(1) authorizes the governing authorities of the municipality to adopt an order concerning municipal affairs, property and finances with are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

WHEREAS, the Department of Information Technology, through the Telecommunications Division, needs to amend two Antenna Site License Agreements with New Cingular Wireless PCS, LLC that will modify their equipment and increase the monthly license fees at the towers located at 235 Beasley Road and 2437 McFadden Road; and

WHEREAS, New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd., NE 3rd Floor, Atlanta, GA 30319, has proposed the following provisions for the tower located at Site #5/FS#12 2437 McFadden Road:

- a) Commencing on the first (1st) day of the month following the date that New Cingular Wireless PCS, LLC commences installation of the additional equipment the rent shall be increased by One Hundred Sixty-Eight and No/100 Dollars (\$168.00) per month.
- b) The City of Jackson consents to the installation and operation of additional LTE antennas, associated cables, and equipment as more completely described on attached Exhibit A.

WHEREAS, New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd., NE 3rd Floor, Atlanta, GA 30319, has proposed the following provisions for the tower located at Site #25/ 235 Beasley Road:

- a) Commencing on the first (1st) day of the month following the date that New Cingular Wireless PCS, LLC commences installation of the additional equipment the rent shall be increase by Two Hundred Ten and No/100 Dollars (\$210.00) per month.
- b) The City of Jackson consents to the installation and operation of additional LTE antennas, associated cables, and equipment as more completely described on attached Exhibit B.

WHEREAS, in the event of any inconsistencies between the Agreement and the Amendment to the Antenna Site License Agreement, the terms of the Amendment shall control. Except as expressly set forth in the Amendment, the Agreement otherwise is unmodified and remains in full force and effect.

Agenda Item No. 16
April 11, 2023
(Reid, Lumumba)

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute the Fifth Amendment to Master Agreement (Ground License Agreement and Antenna Site License Agreement) for the property at Site #25 Tower, located at 235 Beasley Road Jackson, Hinds County, Mississippi, 39206.

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute the Seventh Amendment to Antenna Site License Agreement for the property at Site #5/FS#12 Tower, located at 2437 McFadden Road, Jackson, Hinds County, Mississippi, 39204.

IT IS FURTHER ORDERED that the Mayor may perform those actions necessary to effect the purpose of this Order with the exception of expending municipal funds without further approval of the Jackson City Order.



MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Dr. Muriel Reid
Director of Information Systems

DATE: March 1, 2023

SUBJECT: ORDER AUTHORIZING THE MAYOR TO AMEND TWO ANTENNA SITE LICENSE AGREEMENTS WITH NEW CINGULAR WIRELESS PCS, LLC TO MODIFY EQUIPMENT AND INCREASE LICENSEE FEES AT TWO TOWER SITES WITHIN THE CITY OF JACKSON.

New Cingular Wireless, would like to install new cellular antenna equipment to two (2) City of Jackson tower sites Beasley Road and McFadden Road. The new service will improve cellular service to the citizens of Jackson and increase revenue for the city of Jackson.

Granting approval to New Cingular Wireless for installation of the new equipment will enable the City of Jackson to generate additional revenue in the amount of Dollars and Cents. One Hundred Sixty-Eight and 00/100ths Dollars (\$168.00) /MCFADDEN ROAD, Two Hundred Ten and 00/100ths Dollars (\$210.00) /BEASLEY ROAD

Based on the above, the Telecommunications Division recommends entering into an agreement with New Cingular Wireless allowing them to install new equipment to the referenced sites.

Akeith Harris

Telecommunications Manager

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

03/1/2023

DATE

POINTS		COMMENTS								
1.	Brief Description/Purpose	Two (2) Amendments to Antenna Site License Agreements between City of Jackson, a Mississippi municipality ("LICENSOR"), and New Cingular Wireless PCS, LLC ("LICENSEE")								
2.	Purpose	Two (2) Amendments to Antenna Site License Agreements, located at McFadden Road (Fire Station #12), & Beasley Road (Site #25) between City of Jackson, a Mississippi municipality ("LICENSOR"), and New Cingular Wireless ("LICENSEE" WHEREAS, the Parties desire to amend the Agreements to modify LICENSEE's equipment as set forth herein.								
3.	Who will be affected	All City Departments								
4.	Benefits	RENT INCREASE WHICH ACCUMULATES MORE REVENUE FOR THE CITY OF JACKSON								
5.	Schedule (beginning date)	Upon Execution								
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	CITYWIDE								
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Administration, Telecommunications Division								
8.	COST	Commencing on the first (1st) day of the month following installation of LICENSEE's modified equipment ("Rent Increase Commencement Date"), the monthly rental shall increase by One Hundred Sixty-Eight and 00/100ths Dollars (\$168.00)/MCFADDEN ROAD, Two Hundred Ten and 00/100ths Dollars (\$210.00)/BEASLEY ROAD. The Parties agree to acknowledge the Rent Increase Commencement Date in writing.								
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	N/A								
10.	EBO participation	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
3/10/23 & CM

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO AMEND TWO ANTENNA SITE LICENSE AGREEMENTS WITH NEW CINGULAR WIRELESS PCS, LLC. TO MODIFY EQUIPMENT AND INCREASE LICENSEE FEES AT TWO TOWER SITES WITHIN THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Sondra Moncure, *Deputy City Attorney*



3/10/23

Date

#17

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE GROVE PARK JUNIOR GOLF CLINIC, INC. FOR THE USE OF THE CITY-OWNED PETE BROWN GOLF FACILITY LOCATED AT 3200 WOODROW WILSON DRIVE (WARDS 3 & 4) (HARRIS, LUMUMBA)

OFFICE OF THE CITY ATTORNEY
3/27/23

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

WHEREAS, an opinion issued by the Mississippi Attorney General to Lawrence E. Hahn on June 11, 2010 stated that a municipality may authorize the use of municipal facilities or property so long as a uniform use policy in existence for such use and provided the policy passes constitutional muster and is applied consistently to all individuals or groups using the space in the facilities; and

WHEREAS, the City of Jackson has two (2) public golf facilities known as the Pete Brown Golf Facility; and

WHEREAS, the City of Jackson has a policy which does not charge admission to youths age 17 and under for use of the Pete Brown Golf Facility; and

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

WHEREAS, The Grove Park Junior Golf Clinic Inc., has youths under age 17 interested in or participating in its golfs programming; and

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

WHEREAS, The Director of the Department of Parks and Recreation has evaluated the Grove Park Junior Golf Clinic Inc. requests and determined that preference for use of the putting greens and driving range will not substantially impact use by fee paying patrons of the facility; and

WHEREAS, The Grove Park Junior Golf Clinic Inc., will release, indemnify and hold the City, its officers, agents, and employees harmless from any claims for bodily injury or property damage arising out of the use of the Pete Brown Golf Facility; and

WHEREAS, The Grove Park Junior Golf Clinic Inc., will indemnify the City against all damages, liabilities, expenses, and losses arising out of its use of the facilities; and

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

WHEREAS, The Grove Park Junior Golf Clinic Inc. use of the facility will be non-exclusive; and for a limited period commencing June 01, 2023 and ending on July 14, 2023; and

Agenda item No. 17
April 11, 2023
(Harris, Lumumba)

WHEREAS, The Grove Park Junior Golf Clinic Inc. will not be required to pay fees for use of the facility's on Monday through Friday from 8:00 a.m. to 11:30 a.m. consistent with municipal policy which does not charge fees to youths age 17 and under; and

WHEREAS, the best interest of the City of Jackson would be served by allowing use of the Pete Brown Golf Facility as indicated because the use promotes the facility and encourages patronage by adults responsible for supervising the youth's activities;

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute an agreement with The Grove Park Junior Golf Clinic Inc. for use of the Pete Brown Golf Facility putting greens and driving range on Monday through Friday from 8:00 a.m. to 11:30 a.m. for a limited period commencing on June 01, 2023 and ending on July 14, 2023.

(HARRIS, LUMUMBA)

ITEM NO.:	
DATE:	

GROVE PARK JUNIOR GOLF CLINIC INC.
Facility Use Agreement

The following "Facility Use Agreement" is made by and between the **City of Jackson, Mississippi**, a municipal corporation, and **Grove Park Junior Golf Clinic, Inc.**, a nonprofit corporation.

WHEREAS, the City of Jackson has a public golf facility known as the "Pete Brown Golf Facility" located at 3200 Woodrow Wilson Drive; and

WHEREAS, the City of Jackson does not charge admission or fees to youths ages 17 and younger who utilize its municipal golf facilities; and

WHEREAS, Grove Park Junior Golf Clinic, Inc., is comprised of male and female members from the ages of seven (7) to seventeen (17) who participate in its various golf programs; and

WHEREAS, Grove Park Junior Golf Clinic, Inc., would like to have its members utilize the putting greens and driving range of the "Pete Brown Golf Facility" on Monday and Friday between the hours of 8:00 a.m. to 11:30 a.m.; and

WHEREAS, the City of Jackson has determined that the use of the putting greens and driving range as listed above by Grove Park Junior Golf Clinic members will not substantially impact use of the "Pete Brown Golf Facility" by fee-paying patrons and other youths; and

WHEREAS, designating specific days and times for Grove Park Junior Golf Clinic members to use the putting greens and driving range at the "Pete Brown Golf Facility" ensures that the members have reasonable access to municipal property whereby they can practice and improve their golfing skills and techniques, and also keeps said putting greens and driving range reasonably available for use by other youths and fee-paying patrons at other times;

NOW THEREFORE, the City of Jackson ("City") and the Grove Park Junior Golf Clinic, Inc., ("User") understand and agree as follows:

1. **Term of Use:** User shall be afforded preference in the use of the putting greens and driving range of the "Pete Brown Golf Facility" located at 3200 Woodrow Wilson Drive between the hours of 8:00 a.m. to 11:30 a.m. on Monday through Friday of each week commencing with the first Monday of June following the municipal clerk's attestation of the execution of the Agreement by the Mayor of the City and terminating on the second Friday of July 2023. No fee shall be assessed and charged by User for youths utilizing the putting greens and driving range. User agrees to abide by the City's policy which does not assess fees to youths 17 and under for use of its golfing facilities.
2. **Supervision of Youths:** User agrees that youths participating in its programming shall always be accompanied by a minimum of two adult employees/volunteers while present at the "Pete Brown Golf Facility." Adult employees/volunteers accompanying the youths shall

monitor, supervise, and account for the youths' presence and activities until departure from the "Pete Brown Golf Facility."

3. **Authorized Users:** User agrees and understands that preference in the use of the putting greens and driving range is being afforded to youths under the age of 17 participating in its golf programming; therefore, use of the putting greens and driving range by individuals above the age of 17 should be limited to that use reasonably necessary for instruction and coaching techniques. Adults accompanying the youths pursuant to this Agreement shall not use the putting greens and driving range for personal pursuits.
4. **Transportation of Youths:** User shall be responsible for providing or ensuring that youths are transported to the driving range or putting greens for its programming.
5. **City's Obligation Concerning Maintenance of Putting Green and Driving Range:**
The City will maintain the putting greens and driving range by cutting grass and removing litter in accordance with its existing maintenance schedule. The City shall not be liable for damages of any kind arising out of a failure to cut grass or remove litter from the putting greens and driving range.
6. **Restrictions on Use:** User shall ensure that its use of the putting greens and driving range is reasonable and consistent with usual golfing methodology. User will be responsible for paying the cost of repair and restoring the putting greens and driving range for use inconsistent with golfing methodology that results in damage beyond normal.
7. **Signs/Banners:** Erection by User of any sign or banner shall require the prior written approval of the Director or his Designee.
8. **Equipment and Personnel:** User shall provide all equipment, uniforms, and personnel necessary to operate its program.
9. **Building Safety:** User shall use the "Pete Brown Golf Facility" in a safe manner, shall not cause or permit damage or injury thereto, and shall comply with all applicable Federal, State and local laws, rules, regulations, policies and procedures. User shall be responsible for informing its coaches, officers, and other personnel of these laws, rules, regulations, policies, and procedures. Absent written consent of the City, the "Pete Brown Golf Facility" shall not be used for any purpose except those herein designated. designee
10. **Ownership:** "Pete Brown Golf Facility" shall remain the property of the City; therefore, the City may enter the property at any time during the period of this Agreement for inspection or supervision deemed necessary by the City.
11. **Vandalism:** User shall report all vandalism to the Director or his Designee immediately upon its discovery. Thereafter, User shall submit a written report of such vandalism.
12. **Certificate of Liability Insurance:** User shall provide the Director or his Designee with a certificate of insurance evidencing comprehensive liability coverage naming the City of Jackson as co-insured in combined limits not less than \$1,000,000 for bodily injury and

property damage. User expressly releases the City, its agents, officers and employees from any and all damage or injury to persons or property arising out of the performance of this Agreement and indemnifies the City against all damages, liabilities, expenses and losses incurred by the City as a result of User's performance under this Agreement.

13. Expectations:

- a. The Director or his Designee shall serve as the liaison between the City and User and shall ensure compliance with the Agreement.
- b. Failure of the City to insist upon strict performance of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of such term or condition.
- c. User is in all respects an independent entity, not being a part of the City or associated therewith, except as a party to this Agreement.
- d. Nothing contained herein shall be construed to be a waiver of governmental immunity by the City, its officers, and employees.
- e. User shall, at the end of this Agreement, provide the Director or his Designee with a complete financial statement outlining the income and expenses of User and any expenditure solely for the improvement of the Facilities covered by this Agreement.
- f. User shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that Title. In accordance with Title VI, User agrees that no person in the United States shall, on the grounds of race, color, age, sex, religion, handicap, or national origin, be excluded from participation, activities, and/or use of its programs and/or the Facilities.

14. Termination of Use Agreement:

This Agreement may be terminated by either party upon giving sixty (60) days written notice to the other party. Notwithstanding termination by election of the parties, the User's violation of any term or condition of this Agreement shall place it in default, thereby allowing the City to terminate this Agreement immediately.

15. Notices:

Notices required or permitted to be sent to the parties hereof shall be deemed to have been given when sent as follows:

<p>City: Ison B. Harris, Jr., Director Parks and Recreation Department City of Jackson Post Office Box 17 Jackson, MS 39205 601-960-0716 iharris@jacksonms.gov</p>	<p>User: Claude McCants, President Grove Park Junior Clinic Inc. 364 Heritage Place Jackson, MS 39212-5825 601-850-9938 cmccants77@gmail.com</p>	<p>Copy To: The Office of the City Attorney 455 East Capitol Street P. O. Box 2779 Jackson, MS 39207-2779</p>
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16. **Governing law:** This Agreement shall be governed in accordance with the laws of the State of Mississippi.
17. **Assignment:** User may not assign its rights and responsibilities under the provisions of this Agreement.
18. **Modification:** This Agreement may not be modified except by a writing executed by the parties upon proper authorization. For purposes of this Agreement, proper authorization means upon consent of the governing authorities for the City of Jackson and the governing body of the Grove Park Junior Golf Clinic Inc.
19. **Waiver:** The failure of the City to insist upon particular performance shall not operate or be construed to be a waiver of the performance for future occasions unless there is a writing, signed by both parties, clearly expressing that the performance shall be waived.
20. **Conclusiveness of Agreement:** The provisions contained in this document contain all provisions related to the parties' Agreement. This Agreement shall not be altered or varied in any way based solely upon oral representations by either party. No other writings shall be used to alter or vary the terms of the Agreement unless said writings are executed by both parties and are properly authorized as described in Section 18.

In witness hereof, the parties to this Agreement have executed same after first being duly authorized to do so by its governing body:

IN WITNESS WHEREOF, this Agreement is entered into on the date first written above.

GROVE PARK JUNIOR GOLF CLINIC INC.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Claude McCants, President

BY: _____
Chokwe A. Lumumba, Mayor

Attestation of Municipal Clerk:

Angela Harris

Attestation Date: _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: March 10, 2023

P O I N T S		C O M M E N T S																																													
1.	Brief Description	Order authorizing the Mayor to execute an Agreement with the Grove Park Junior Golf Clinic Inc. for the use of the city-owned Pete Brown Golf Course, located at 3200 Woodrow Wilson Drive, Jackson, Mississippi																																													
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Youth & Education Crime Prevention Quality of Life																																													
3.	Who will be affected	Youth participating in the middle school golf program at the Grove Park Junior Golf Clinic Inc.																																													
4.	Benefits	Builds character and promotes diversity in the game of golf.																																													
5.	Schedule (beginning date)	Upon Council Approval																																													
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Ward 3																																													
7.	Action implemented by: City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	Department of Parks & Recreation																																													
8.	COST	N/A																																													
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	N/A																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	√	N/A	√	AABE	_____ %	WAIVER	yes	___	no	√	N/A	√	WBE	_____ %	WAIVER	yes	___	no	√	N/A	√	HBE	_____ %	WAIVER	yes	___	no	√	N/A	√	NABE	_____ %	WAIVER	yes	___	no	√	N/A	√
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NABE	_____ %	WAIVER	yes	___	no	√	N/A	√																																							

Parks & Recreation Department
1000 Metro Center, Suite 104
Jackson, MS 39209-7503
601-960-0716 (Office)
601-960-1576 (Fax)
Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

Memo

To: Mayor Chokwe Antar Lumumba
From: Ison B. Harris, Jr., Director
Department of Parks & Recreation
Date: March 10, 2023
Re: Grove Park Junior Golf – Facility Use Agreement

Order authorizing the Mayor to execute a Facility Use Agreement with the Grove Park Junior Golf Clinic Inc. for the use of the city-owned Pete Brown Golf Course, located at 3200 Woodrow Wilson Drive, Jackson, Mississippi.

The Department of Parks and Recreation recommends the Order be submitted for the Council's consideration.

Thank you.

IBHjr/sa

GROVE PARK JUNIOR GOLF CLINIC INC.
Facility Use Agreement

The following “Facility Use Agreement” is made by and between the **City of Jackson, Mississippi**, a municipal corporation, and **Grove Park Junior Golf Clinic, Inc.**, a nonprofit corporation.

WHEREAS, the City of Jackson has a public golf facility known as the “Pete Brown Golf Facility” located at 3200 Woodrow Wilson Drive; and

WHEREAS, the City of Jackson does not charge admission or fees to youths ages 17 and younger who utilize its municipal golf facilities; and

WHEREAS, Grove Park Junior Golf Clinic, Inc., is comprised of male and female members from the ages of seven (7) to seventeen (17) who participate in its various golf programs; and

WHEREAS, Grove Park Junior Golf Clinic, Inc., would like to have its members utilize the putting greens and driving range of the “Pete Brown Golf Facility” on Monday and Friday between the hours of 8:00 a.m. to 11:30 a.m.; and

WHEREAS, the City of Jackson has determined that the use of the putting greens and driving range as listed above by Grove Park Junior Golf Clinic members will not substantially impact use of the “Pete Brown Golf Facility” by fee-paying patrons and other youths; and

WHEREAS, designating specific days and times for Grove Park Junior Golf Clinic members to use the putting greens and driving range at the “Pete Brown Golf Facility” ensures that the members have reasonable access to municipal property whereby they can practice and improve their golfing skills and techniques, and also keeps said putting greens and driving range reasonably available for use by other youths and fee-paying patrons at other times;

NOW THEREFORE, the City of Jackson (“City”) and the Grove Park Junior Golf Clinic, Inc., (“User”) understand and agree as follows:

1. **Term of Use:** User shall be afforded preference in the use of the putting greens and driving range of the “Pete Brown Golf Facility” located at 3200 Woodrow Wilson Drive between the hours of 8:00 a.m. to 11:30 a.m. on Monday through Friday of each week commencing with the first Monday of June following the municipal clerk’s attestation of the execution of the Agreement by the Mayor of the City and terminating on the second Friday of July 2023. No fee shall be assessed and charged by User for youths utilizing the putting greens and driving range. User agrees to abide by the City’s policy which does not assess fees to youths 17 and under for use of its golfing facilities.
2. **Supervision of Youths:** User agrees that youths participating in its programming shall always be accompanied by a minimum of two adult employees/volunteers while present at the “Pete Brown Golf Facility.” Adult employees/volunteers accompanying the youths

shall monitor, supervise, and account for the youths' presence and activities until departure from the "Pete Brown Golf Facility."

3. **Authorized Users:** User agrees and understands that preference in the use of the putting greens and driving range is being afforded to youths under the age of 17 participating in its golf programming; therefore, use of the putting greens and driving range by individuals above the age of 17 should be limited to that use reasonably necessary for instruction and coaching techniques. Adults accompanying the youths pursuant to this Agreement shall not use the putting greens and driving range for personal pursuits.
4. **Transportation of Youths:** User shall be responsible for providing or ensuring that youths are transported to the driving range or putting greens for its programming.
5. **City's Obligation Concerning Maintenance of Putting Green and Driving Range:**
The City will maintain the putting greens and driving range by cutting grass and removing litter in accordance with its existing maintenance schedule. The City shall not be liable for damages of any kind arising out of a failure to cut grass or remove litter from the putting greens and driving range.
6. **Restrictions on Use:** User shall ensure that its use of the putting greens and driving range is reasonable and consistent with usual golfing methodology. User will be responsible for paying the cost of repair and restoring the putting greens and driving range for use inconsistent with golfing methodology that results in damage beyond normal.
7. **Signs/Banners:** Erection by User of any sign or banner shall require the prior written approval of the Director or his Designee.
8. **Equipment and Personnel:** User shall provide all equipment, uniforms, and personnel necessary to operate its program.
9. **Building Safety:** User shall use the "Pete Brown Golf Facility" in a safe manner, shall not cause or permit damage or injury thereto, and shall comply with all applicable Federal, State and local laws, rules, regulations, policies and procedures. User shall be responsible for informing its coaches, officers, and other personnel of these laws, rules, regulations, policies, and procedures. Absent written consent of the City, the "Pete Brown Golf Facility" shall not be used for any purpose except those herein designated. designee
10. **Ownership:** "Pete Brown Golf Facility" shall remain the property of the City; therefore, the City may enter the property at any time during the period of this Agreement for inspection or supervision deemed necessary by the City.
11. **Vandalism:** User shall report all vandalism to the Director or his Designee immediately upon its discovery. Thereafter, User shall submit a written report of such vandalism.

12. Certificate of Liability Insurance: User shall provide the Director or his Designee with a certificate of insurance evidencing comprehensive liability coverage naming the City of Jackson as co-insured in combined limits not less than \$1,000,000 for bodily injury and property damage. User expressly releases the City, its agents, officers and employees from any and all damage or injury to persons or property arising out of the performance of this Agreement and indemnifies the City against all damages, liabilities, expenses and losses incurred by the City as a result of User's performance under this Agreement.

13. Expectations:

- a. The Director or his Designee shall serve as the liaison between the City and User and shall ensure compliance with the Agreement.
- b. Failure of the City to insist upon strict performance of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of such term or condition.
- c. User is in all respects an independent entity, not being a part of the City or associated therewith, except as a party to this Agreement.
- d. Nothing contained herein shall be construed to be a waiver of governmental immunity by the City, its officers, and employees.
- e. User shall, at the end of this Agreement, provide the Director or his Designee with a complete financial statement outlining the income and expenses of User and any expenditure solely for the improvement of the Facilities covered by this Agreement.
- f. User shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that Title. In accordance with Title VI, User agrees that no person in the United States shall, on the grounds of race, color, age, sex, religion, handicap, or national origin, be excluded from participation, activities, and/or use of its programs and/or the Facilities.

14. Termination of Use Agreement:

This Agreement may be terminated by either party upon giving sixty (60) days written notice to the other party. Notwithstanding termination by election of the parties, the User's violation of any term or condition of this Agreement shall place it in default, thereby allowing the City to terminate this Agreement immediately.

15. Notices:

Notices required or permitted to be sent to the parties hereof shall be deemed to have been given when sent as follows:

City: Ison B. Harris, Jr., Director Parks and Recreation Department City of Jackson	User: Claude McCants, President Grove Park Junior Clinic Inc. 364 Heritage Place	Copy To: The Office of the City Attorney 455 East Capitol Street P. O. Box 2779
---	--	---

Post Office Box 17 Jackson, MS 39205 601-960-0716 iharris@jacksonms.gov	Jackson, MS 39212-5825 601-850-9938 cemccants77@gmail.com	Jackson, MS 39207-2779
---	--	------------------------

- 16. Governing law:** This Agreement shall be governed in accordance with the laws of the State of Mississippi.
- 17. Assignment:** User may not assign its rights and responsibilities under the provisions of this Agreement.
- 18. Modification:** This Agreement may not be modified except by a writing executed by the parties upon proper authorization. For purposes of this Agreement, proper authorization means upon consent of the governing authorities for the City of Jackson and the governing body of the Grove Park Junior Golf Clinic Inc.
- 19. Waiver:** The failure of the City to insist upon particular performance shall not operate or be construed to be a waiver of the performance for future occasions unless there is a writing, signed by both parties, clearly expressing that the performance shall be waived.
- 20. Conclusiveness of Agreement:** The provisions contained in this document contain all provisions related to the parties' Agreement. This Agreement shall not be altered or varied in any way based solely upon oral representations by either party. No other writings shall be used to alter or vary the terms of the Agreement unless said writings are executed by both parties and are properly authorized as described in Section 18.

In witness hereof, the parties to this Agreement have executed same after first being duly authorized to do so by its governing body:

IN WITNESS WHEREOF, this Agreement is entered into on the date first written above.

GROVE PARK JUNIOR GOLF CLINIC INC.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Claude McCants, President

BY: _____
Chokwe A. Lumumba, Mayor

Attestation of Municipal Clerk:

Angela Harris

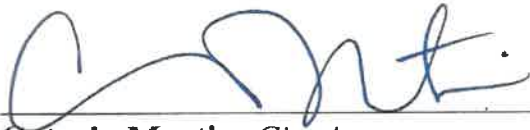
Attestation Date: _____

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE GROVE PARK JUNIOR GOLF CLINIC, INC. FOR THE USE OF THE CITY-OWNED PETE BROWN GOLF FACILITY LOCATED AT 3200 WOODROW WILSON DRIVE** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Justin Powell, *Deputy City Attorney* J.P.

11/4/23
Date

OFFICE OF THE CITY ATTORNEY
11/28/23

#18

OFFICE OF THE CITY ATTORNEY
3/16/23

ORDER AUTHORIZING THE MAYOR TO EXECUTE ONE (1) BUSINESS CLASS SERVICE ORDER AGREEMENT TO INSTALL COMCAST BUSINESS HIGH-SPEED INTERNET WITH WI-FI CAPABILITIES AND TV SERVICE AT THE CITY OF JACKSON ZOO, NECESSARY FOR THE OPERATION OF SECURITY CAMERAS AND THE OFFERING OF INFORMATIONAL VIDEO CLASSES IN THE EDUCATIONAL ROOM. (WARD 4) (HARRIS, LUMUMBA)

WHEREAS, Section 21-17-3 of the Mississippi Code vests the care, management, and control of municipal affairs and properties in the governing authorities of municipalities; and

WHEREAS, the City of Jackson has multiple parks managed by the Department of Parks and Recreation; and

WHEREAS, the safeguarding of patrons, City of Jackson employees, and municipal property is of paramount concern to the Department of Parks and Recreation; and

WHEREAS, the City of Jackson Zoo does not currently have operating security cameras; and

WHEREAS, the City of Jackson Zoo wishes to provide informational video classes in the Educational Room; and

WHEREAS, the installation of high-speed internet with Wi-Fi capabilities and TV service is recommended in order to facilitate the offering of informational video classes in the Educational Room and the installation and operation of security cameras; and

WHEREAS, the Department of Parks and Recreation had discussions with a representative of Comcast Business concerning the feasibility of installing high-speed internet with Wi-Fi capabilities and TV service at the City of Jackson Zoo; and

WHEREAS, Comcast Business submitted a proposal known as the “Data, SecurityEdge Package” which includes Business Internet Advanced and SecurityEdge at the rate of **\$150.00** per month; and

WHEREAS, in addition to the “Data, SecurityEdge Package” monthly charge of **\$150.00**, there are additional monthly charges of: **\$29.95** for five (5) static internet protocol (IP) addresses, **\$19.95** equipment fee, **\$89.95** for standard TV service, and **\$9.95** for equipment –TV box + remote (STB); and

WHEREAS, the total monthly charge is **\$299.80**; and

WHEREAS, in addition to the monthly charge shown directly above, there is a one-time professional installation charge of **\$129.95**; and

WHEREAS, the term of the “Business Class Service Order Agreement” will be for a period of twenty-four (24) months commencing after the proper installation and setup of the above-described Comcast Business equipment, internet services, and standard TV service; and

Agenda item No. 18
April 11, 2023
(Harris, Lumumba)

WHEREAS, in addition to the provisions listed above in this Order, the Agreement with Comcast Business also consists of a “Business Services Customer Terms and Conditions” and any jointly executed amendments entered under the Agreement: and

WHEREAS, the Office of the City Attorney retrieved the “Business Services Customer Terms and Conditions” located at <https://business.comcast.com/terms-conditions-smb> and reviewed same; and

WHEREAS, the Office of the City Attorney recommends that the following provisions be deleted from the “Business Services Customer Terms and Conditions” because said provisions are either prohibited by the laws of the State of Mississippi or are not in the best interests of the City of Jackson: (a) *Article 1A – Changes to the Agreement Terms*; (b) *Article 3, Provision 3.9*; (c) *Article 4, Provision 4.2*; (d) *Article 6, Provisions 6.1, 6.2, and 6.6*; (e) *Article 7, Provisions 7.1 and 7.2*; and (f) *Article 7A, all provisions*; and

WHEREAS, the total cost of the installation, equipment, and services contained in the “Business Class Service Order Agreement” is as follows (Regulatory recovery fee and other applicable charges extra and subject to change.):

Months 1 – 24			
	Qty.	Price	TOTAL
Data Package (Business Internet 300 Plus)	1	\$150.00	\$150.00
Business Internet - Static IP-5	1	\$29.95	\$29.95
Equipment Fee – Package Equipment Fee	1	\$19.95	\$19.95
TV Standard	1	\$89.95	\$89.95
Equipment – TV Box + remote (STB)	1	\$9.95	\$9.95
Sub-Total Equipment & Additional Services.....		\$149.80	\$149.80
Total Monthly Service Charge.....			\$299.80

Non-Recurring Charges		
	Qty.	Price
Professional Installation	1	\$129.95
Total Charges.....		\$129.95

WHEREAS, the best interests of the City of Jackson would be served by authorizing the Mayor to execute one (1) “Business Class Service Order Agreement” for the installation of high-speed internet with Wi-Fi capabilities and TV service furnished by Comcast Business at the City of Jackson Zoo; and

IT IS THEREFORE ORDERED, that a one-time professional installation fee of **\$129.95** may be paid; and

IT IS THEREFORE ORDERED, that a monthly service charge of **\$299.80** may be paid; and

IT IS THEREFORE ORDERED, that the one-time professional installation fee combined with the twenty-four (24) monthly service charges shall not exceed **\$7,350.00**; and

IT IS THEREFORE ORDERED, that the one-time professional installation fee and the twenty-four (24) monthly service charges are to be paid from account number 390-498.00-6419; and

IT IS THEREFORE ORDERED, that the “Business Services Customer Terms and Conditions” be amended to delete the following provisions as said provisions are either prohibited by the laws of the State of Mississippi or are not in the best interests of the City of Jackson: (a) *Article 1A – Changes to the Agreement Terms*; (b) *Article 3, Provision 3.9*; (c) *Article 4, Provision 4.2*; (d) *Article 6, Provisions 6.1, 6.2, and 6.6*; (e) *Article 7, Provisions 7.1 and 7.2*; and (f) *Article 7.1, all provisions*; and

IT IS THEREFORE ORDERED, that the Mayor shall be authorized to execute the “Business Class Service Order Agreement” for the installation of high-speed internet with Wi-Fi capabilities and TV service at the City of Jackson Zoo; and

IT IS THEREFORE ORDERED, that the Mayor shall be authorized to execute an Amendment to the “Business Services Customer Terms and Conditions” which confirms the deletion of the provisions listed in the above Order.

(HARRIS, LUMUMBA)

Item:	
Date:	



Comcast Business Service Order Agreement

Company Name: Jackson Zoo

Order # OID-0007495752

Service Location:
 Address 1 2918 W Capitol St
 Address 2 EducationBlg
 City Jackson
 State MS
 Zip 39209
 Primary Contact Name Shannon Amos
 Primary Contact Phone (601) 960-0716
 Primary Contact Email samos@city.jackson.ms.us

Billing Location:
 Address 1 The City of Jackson Parks and Rec
 Attn Ison Harris
 Address 2 P O Box 17
 City Madison
 State MS
 Zip 39205
 Billing Contact Name Shannon Amos
 Billing Contact Phone (601) 960-0716
 Billing Contact Email samos@city.jackson.ms.us
 Tax Exempt No

Service Term 24 Months

Package Code: 9326102406

Package & Promotion Details
 Data, SecurityEdge Package for discounted rate of \$150 for months 1-24, increasing to then regular rate in month 25. Package includes Business Internet Advanced (download speed up to 500 Mbps) and SecurityEdge. 2 year term agreement required. Additional \$10 MRC discount with enrollment in EcoBill paperless billing and automatic payments through Comcast's self-service online tool via <https://business.comcast.com/myaccount> within 30 days of service installation. If either EcoBill paperless billing or automatic payment service is cancelled during the promo, the monthly service charge automatically increases by \$10.00. \$20 mobile discount limited to customers with Comcast Business Internet Standard service or higher. Discount applied to Comcast Business Internet bill for 24 months with activation of one Comcast Business Mobile line within 90 days of Internet service installation. After 24 months, or if any of the package services or mobile service are cancelled or downgraded, the \$20.00 discount will be removed. Limit one discount per account regardless of number of lines activated. Comcast Business Internet must be installed by 6/21/2023 in order to qualify for \$20 Comcast Business Mobile discount. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee and other applicable charges extra and subject to change.

Customer Initials

Package	Services Included	Qty	Package Monthly Service Charge ¹	Package Non-Recurring Charge ²
Data, SecurityEdge Package	Business Internet Advanced	1	\$ 150.00	\$ 0.00
	SecurityEdge Service Fee	1		

Equipment and Additional Service(s)	Qty	Additional Monthly Service Charge ¹	Additional Non-Recurring Charge ²
Business Internet			
5 Static IPs	1	\$ 29.95	
Equipment Fee			
Equipment Fee	1	\$ 19.95	
Business Video			
TV Standard	1	\$ 89.95	
Equipment - TV Box + Remote (STB)	1	\$ 9.95	

Additional Fees	Qty	Additional Monthly Service Charge ¹	Additional Non-Recurring Charge ²
Professional Installation	1	\$ 0.00	\$ 129.95
Total Additional Charge		\$ 149.80	\$ 129.95

	Monthly Service Charge ¹	Non-Recurring Charge ²
Total Charge for Service Order	\$ 299.80	\$ 129.95



Comcast Business Service Order Agreement

Company Name: Jackson Zoo Order # OID-0007495752

¹ Charges identified in the Service Order Agreement are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated).

² Non-Recurring Charges in the Service Order Agreement reflect activation and installation fees for this order. This excludes any custom installation fees.

General Special Instructions

AGREEMENT

1. This Comcast Business Service Order Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to the above-named customer ("Customer"). This Agreement consists of this document (this "SOA"), the Business Services Customer Terms and Conditions (the "Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, the order of precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions. The Terms and Conditions are located at <https://business.comcast.com/terms-conditions-smb>. Capitalized terms not otherwise defined in this SOA shall have the meaning ascribed to them in the Terms and Conditions. Use of the Services is also subject to the then-current Acceptable Use Policy for High-Speed Internet Services (the "AUP") located at <https://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the then-current Privacy Statement (the "Privacy Policy") located at <https://business.comcast.com/privacy-statement> (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Service ("Service") carries a thirty (30) day money back guarantee. If within the first thirty (30) days following installation of a new Service, Customer is not completely satisfied, Customer may cancel the Service and Comcast will issue a refund for the monthly recurring charge paid for the first thirty (30) days of Service, excluding any custom installation fees, voice usage charges, fees, taxes, surcharges and optional service fees. Customer will be charged for any non-refundable fees and other charges. In order to be eligible for the refund, Customer must cancel the new Service within thirty (30) days of installation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00. If Customer uses the Service in the first thirty (30) days, Customer will be refunded its subscription fees, but charged the applicable one-time fee. For the avoidance of doubt, this money back guarantee does not apply to renewals of an existing Service.

3. Customer must provide thirty (30) days' prior notice to Comcast in order to terminate a Service Order or the Agreement. Any termination of a Service Order or the Agreement may be subject to early termination fees in accordance with the Business Services Customer Terms and Conditions.

Company Name: Jackson Zoo

Order # OID-0007495752

CUSTOMER SIGNATURE	
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index .	
Signature	
Name	Chokwe A. Lumumba
Title	Mayor
Date	

FOR COMCAST USE ONLY	
Sales Representative	Terica Culberson <i>TC</i>
Sales Representative Code	0051H000008hX9vQAE
Sales Manager/Director Name	SalesManager
Sales Manager/Director	Approved
Division	
SmartOffice License	

CompanyName:

Jackson Zoo

Order #:

OID-0007495752

Toll Free #	Calling Originating Area	Associated TN
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Provision will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire Arbitration Provision will be unenforceable, and the dispute will be decided by a court.

(b) In the event this entire Arbitration Provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found by a court to be excluded from the scope of this Arbitration Provision, Customer and Comcast have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

7A.10 Exclusions from Arbitration. CUSTOMER AND COMCAST AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (1) ANY CLAIM FILED BY CUSTOMER OR BY COMCAST THAT IS NOT AGGREGATED WITH THE CLAIM OF ANY OTHER SUBSCRIBER AND WHOSE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS; (2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; (3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE; (4) ANY DISPUTE THAT ARISES BETWEEN COMCAST AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE, OR LOCAL LAW TO GRANT A FRANCHISE UNDER 47 U.S.C. § 522(9); AND (5) ANY DISPUTE THAT CAN ONLY BE BROUGHT BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE.

7A.11 Continuation. This Arbitration Provision shall survive the termination of Customer's Agreement with Comcast and the provisioning of Service(s) thereunder.

(a) For New York Video Customers, Customer may elect to resolve a Dispute through the New York Public Service Commission in accordance with NYCRR 16§890.709(a) and NYCRR 16§709(c).

ARTICLE 8. SOFTWARE & SERVICES

8.1 License. If and to the extent Customer requires the use of Licensed Software in order to use the Services supplied under any Service Order, Customer shall have a personal, nonexclusive, nontransferable, and limited license to use the Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the Service Term. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto) and Customer shall execute any documentation reasonably required by Comcast, including, without limitation, end-user license agreements for the Licensed Software. Comcast and its suppliers shall retain ownership of the Licensed Software, and no rights are granted to Customer other than a license to use the Licensed Software under the terms expressly set forth in this Agreement.

8.2 Restrictions. Customer agrees that it shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as

permitted by the express written consent of Comcast; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software.

8.3 Updates. Customer acknowledges that the use of the Services may periodically require updates and/or changes to certain Licensed Software resident in the Comcast Equipment or Customer-Provided Equipment. If Comcast has agreed to provide updates and changes, Comcast may perform such updates and changes remotely or on-site, at Comcast's sole option. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by Comcast.

8.4 Ownership of Telephone Numbers and Addresses. Customer acknowledges that use of the Services does not give it any ownership or other rights in any telephone number or Internet/on-line addresses provided, including but not limited to Internet Protocol ("IP") addresses, e-mail addresses and web addresses.

8.5 Intellectual Property Rights in the Services. Title and intellectual property rights to the Services are owned by Comcast, its agents, suppliers or Affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, reselling, bundling or publication of the Services, in whole or in part, without express prior written consent from Comcast or other owner of such material, is prohibited.

ARTICLE 9. CONFIDENTIAL INFORMATION AND PRIVACY

9.1 Disclosure and Use. All Confidential Information shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.

9.2 Exceptions. Notwithstanding the foregoing, each party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party; (iv) is developed independently by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by law or regulation.

Commercial Arbitration Rules of the American Arbitration Association "AAA" and sending a demand to the AAA that includes all of the information required in the Notice. Customer may deliver the demand, or otherwise notify Comcast regarding the arbitration proceeding, by mail addressed to 1701 John F. Kennedy Blvd., Philadelphia, PA 19103-2838 - ATTN: LEGAL DEPARTMENT.

7A.5. **Arbitration Procedures.**

(a) Because the Service(s) provided to Customer by Comcast concerns interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all Disputes. However, applicable federal law or the law of the state where Customer receives the Service from Comcast may apply to and govern the substance of any Disputes. No state statute pertaining to arbitration shall be applicable under this Arbitration Provision.

(b) If there is a conflict between this Arbitration Provision and the rules of the arbitration organization, this Arbitration Provision shall govern. If the AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve Customer's dispute with Comcast. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern.

(c) A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information.

(d) The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

(e) If an award granted by the arbitrator exceeds \$75,000, either party can appeal that award to a three-arbitrator panel administered by the same arbitration organization by a written notice of appeal filed within thirty (30) days from the date of entry of the written arbitration award. The members of the three-arbitrator panel will be selected according to the rules of the arbitration organization. The arbitration organization will then notify the other party that the award has been appealed. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which exists under the FAA.

7A.6 **Restrictions:**

(a) CUSTOMER MUST CONTACT COMCAST WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES, ABOUT WHICH CUSTOMER MUST CONTACT COMCAST WITHIN SIXTY

(60) DAYS AS PROVIDED IN SECTION 3.9 OF THE GENERAL TERMS AND CONDITIONS), OR CUSTOMER WAIVES THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.

(b) ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS.

7A.7 **Location of Arbitration.** The arbitration will take place at a location convenient to Customer in the area where Customer receives Services from Comcast.

7A.8 **Payment of Arbitration Fees and Costs.** COMCAST WILL ADVANCE ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS AND EXPENSES UPON CUSTOMER'S WRITTEN REQUEST GIVEN PRIOR TO THE COMMENCEMENT OF THE ARBITRATION, SO LONG AS CUSTOMER HAS FULLY COMPLIED WITH THE REQUIREMENTS OF SECTION 13(d) FOR ANY ARBITRATION CUSTOMER INITIATED. CUSTOMER IS RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT CUSTOMER INCURS IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, FEES FOR ATTORNEYS OR EXPERT WITNESSES. IF THE ARBITRATION PROCEEDING IS DECIDED IN COMCAST'S FAVOR, CUSTOMER SHALL REIMBURSE COMCAST FOR THE FEES AND COSTS ADVANCED TO CUSTOMER ONLY UP TO THE EXTENT AWARDBLE IN A JUDICIAL PROCEEDING. IF THE ARBITRATION PROCEEDING IS DETERMINED IN CUSTOMER'S FAVOR, CUSTOMER WILL NOT BE REQUIRED TO REIMBURSE COMCAST FOR ANY OF THE FEES AND COSTS ADVANCED BY COMCAST. IF A PARTY ELECTS TO APPEAL AN AWARD TO A THREE-ARBITRATOR PANEL, THE PREVAILING PARTY IN THE APPEAL SHALL BE ENTITLED TO RECOVER ALL REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN THAT APPEAL. CUSTOMER AND COMCAST AGREE THAT THE PARTIES HAVE A MUTUAL INTEREST IN REDUCING THE COSTS AND INCREASING THE EFFICIENCY OF ARBITRATION, AND AS SUCH, EITHER PARTY MAY NEGOTIATE WITH THE AAA FOR LOWER FEES AND COSTS AND FOR STREAMLINED OR OTHER PROCEDURES DESIGNED TO REDUCE THE COSTS AND INCREASE THE EFFICIENCY OF ARBITRATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, COMCAST WILL PAY ALL FEES AND COSTS THAT IT IS REQUIRED BY LAW TO PAY.

7A.9 **Severability.**

(a) If any clause within this Arbitration Provision is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of this Arbitration

out of or related to this Agreement, the obligations hereunder, and the use of Services, Comcast Equipment, and Licensed Software.

7.2 The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of Article 7 hereof. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel of its own choosing, but which is reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 7A. BINDING ARBITRATION

7A.1 **Purpose.** If Customer has a Dispute (as defined below) with Comcast that cannot be resolved through an informal dispute resolution process between the parties set forth in Article 7A.4, Customer or Comcast shall arbitrate that Dispute in accordance with the terms of this arbitration provision ("Arbitration Provision") rather than litigate the Dispute in court. Arbitration means the parties will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury. Proceeding in arbitration may result in limited discovery and may be subject to limited review by courts.

7A.2 **Definitions.** The term "Dispute" means any and all claims or controversies between Customer and Comcast regarding any aspect of Customer's relationship with Comcast, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Provision. "Dispute" is to be given the broadest possible meaning that will be enforced. As used in this Arbitration Provision, "Comcast" means Comcast and its parents, subsidiaries and affiliated companies and each of their respective officers, directors, employees and agents; and "Customer" means you and any users or beneficiaries of the Services.

7A.3 **Right to Opt Out.** IF CUSTOMER DOES NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, CUSTOMER MUST NOTIFY COMCAST IN WRITING WITHIN THIRTY (30) DAYS OF THE DATE CUSTOMER EXECUTED THE AGREEMENT BY VISITING, WHEN AVAILABLE, www.xfinity.com/commercialarbitrationoptout OR BY MAIL TO COMCAST 1701 JOHN F. KENNEDY BLVD., PHILADELPHIA, PA 19103-2838, ATTN: LEGAL DEPARTMENT/COMMERCIAL SERVICES ARBITRATION. YOUR WRITTEN NOTIFICATION TO COMCAST MUST

INCLUDE THE CUSTOMER'S NAME, ADDRESS AND COMCAST ACCOUNT NUMBER, THE NAME AND POSITION OF THE PERSON SUBMITTING THE NOTIFICATION ON BEHALF OF THE CUSTOMER, AS WELL AS A CLEAR STATEMENT THAT CUSTOMER DOES NOT WISH TO RESOLVE DISPUTES WITH COMCAST THROUGH ARBITRATION. CUSTOMER'S DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON CUSTOMER'S RELATIONSHIP WITH COMCAST OR THE DELIVERY OF SERVICE(S) TO CUSTOMER BY COMCAST. IF CUSTOMER HAS PREVIOUSLY NOTIFIED COMCAST OF ITS DECISION TO OPT OUT OF ARBITRATION, CUSTOMER NEED NOT PROVIDE NOTICE AGAIN.

7A.4 **Initiation of Arbitration Proceeding/Selection of Arbitrator.** Before either party initiates an arbitration proceeding, that party must first provide an opportunity to resolve the Dispute by sending the other party a written Notice of Dispute ("Notice"). Customer may download a Notice form at www.xfinity.com/nod. Customer may send the completed Notice by U.S. mail to Comcast, 1701 John F. Kennedy Boulevard, Philadelphia, PA 19103-2838 - ATTN: LEGAL DEPARTMENT/ARBITRATION, or submit the completed Notice electronically by following the instructions at www.xfinity.com/nod. Comcast may send Customer the completed Notice by sending Customer the Notice by mail to the address on the account or by email at the email address we have on file for your account. The Notice must include all of the information requested on the Notice form, including, as applicable: (a) the noticing party's name; (b) the relevant Comcast account number(s) and the relevant Service Location(s); (c) the Services (if any) to which the Dispute pertains; (d) a description of the nature and basis of the Dispute; (e) an explanation of the specific relief sought and the basis for any damages calculations; (f) the noticing party's signature; and (g) if Customer has retained an attorney, a signed statement authorizing Comcast to disclose Customer's confidential account records and other information to Customer's attorney if necessary to resolve your Dispute. Customer and Comcast each agree to negotiate to resolve the Dispute in good faith, and that neither Customer nor Comcast may initiate an arbitration proceeding unless Customer and Comcast are unable to resolve the Dispute within 60 days of the other's receipt of a complete Notice that includes all of the foregoing information. (If Customer or Comcast sends an incomplete Notice, the 60-day good faith negotiation period will begin only after the complete Notice is received by Customer or Comcast.) Any statute of limitation relevant to a Dispute under applicable law shall be tolled from the date of receipt of a completed Notice, through and including the foregoing negotiation period, and continuing until final resolution of any arbitration proceeding, unless the party providing the Notice of Dispute withdraws or abandons the Dispute at any point, or the arbitration proceeding is withdrawn or dismissed.

Either Customer or Comcast may initiate an arbitration proceeding by opening a case with the American Arbitration Association - Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, 877-495-4185, www.adr.org under the

**ARTICLE 6. LIMITATION OF LIABILITY;
DISCLAIMER OF WARRANTIES; WARNINGS**

6.1 NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT, WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT, PROVIDED, HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST OR FOR TERMINATION CHARGES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE ENTIRE LIABILITY OF COMCAST AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, SUPPLIERS OR CONTRACTORS ("ASSOCIATED PARTIES") FOR LOSS, DAMAGES AND CLAIMS ARISING OUT OF THE DELIVERY OF THE SERVICES INCLUDING, BUT NOT LIMITED TO, DELAY IN THE INSTALLATION OF SERVICES OR THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES OR THE COMCAST EQUIPMENT SHALL BE LIMITED TO A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT.

6.2 THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES, COMCAST EQUIPMENT, OR LICENSED SOFTWARE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT ALLOWED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMCAST DOES NOT WARRANT THAT THE SERVICES, COMCAST EQUIPMENT, OR LICENSED SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAY, OR THAT THE SERVICES, COMCAST EQUIPMENT, OR LICENSED SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES, COMCAST EQUIPMENT, OR LICENSED SOFTWARE WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.

6.3 COMCAST MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES, COMCAST EQUIPMENT, OR LICENSED SOFTWARE FOR USE BY THIRD PARTIES.

6.4 IN NO EVENT SHALL COMCAST, OR ITS ASSOCIATED PARTIES, SUPPLIERS, CONTRACTORS OR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (i) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (ii) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (iii) INTEROPERABILITY,

INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (iv) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

6.5 **DISRUPTION OF SERVICE.** The Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required. Customer expressly assumes the risks of any damages resulting from High Risk Activities. Comcast shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Services, directly or indirectly caused by, or proximately resulting from, any circumstances, including, but not limited to, causes attributable to Customer or Customer-Equipment; inability to obtain access to the Service Locations; failure of any television signal at the transmitter; failure of a communications satellite; loss of use of poles or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightening, earthquake, wind, ice, extreme weather conditions or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Services.

6.6 Customer's sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Certain of the above exclusions may not apply if the state in which a Service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of Comcast and its Affiliates and agents is limited to the maximum extent permitted by law.

ARTICLE 7. INDEMNIFICATION

7.1 Subject to Article 6, each Party ("Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party"), its affiliates, officers, directors, employees, stockholders, partners, providers, independent contractors and agents from and against any and all joint or several costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of attorneys, accountants, and experts, arising from any and all claims, demands, actions, suits, or proceedings whether civil, criminal, administrative, or investigative (collectively, "Claims") relating to: (i) any Claim of any third party resulting from the negligence or willful act or omission of Indemnifying Party arising out of or related to the Agreement, the obligations hereunder, and uses of Services, Comcast Equipment, and Licensed Software; and (ii) any Claim of any third party alleging infringement of a U.S. patent or U.S. copyright arising

4.2 Service Order Renewal. Upon the expiration of the initial Service Term, this Agreement and each applicable Service Order shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)" and unless otherwise distinguished herein, is also referred to as "Service Term(s)"), unless otherwise stated in these terms and conditions or prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the then current Service Term, or in the case of Louisiana Customers, notice of non-renewal is delivered to Comcast within thirty (30) days following the expiration of the then current Service Term. Such termination shall be effective thirty (30) days after Comcast's receipt of the termination notice.

4.3 Changes in Monthly Recurring Service Charges. Except as otherwise identified in the Agreement, at any time during initial Service Term and from time to time thereafter, Comcast may increase the monthly recurring charges for Voice and/or Video Services subject to thirty (30) days prior notice to Customer. Effective at any time after the end of the initial Service Term and from time to time thereafter, Comcast may modify the monthly recurring charges for Internet Services subject to thirty (30) days prior notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing. Nothing within this Section 4.3 is intended to limit Comcast's ability to increase charges associated with the Services as set forth in Section 3.1.

ARTICLE 5. TERMINATION OF AGREEMENT AND/OR A SALES ORDER

5.1 Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right to terminate a Service Order or this Agreement, in whole or part, at any time during the Service Term upon thirty (30) days prior notice to Comcast, and subject to payment to Comcast of all outstanding amounts due for the Services, any and all applicable Termination Charges, and the return of any and all Comcast Equipment. Such termination shall be effective thirty (30) days after Comcast's receipt of the termination notice.

5.2 Termination for Cause.

(a) If Customer is in breach of a payment obligation (including failure to pay a required deposit), and fails to make payment in full within ten (10) days after receipt of notice of default, or has failed to make payments of all undisputed charges on or before the due date on three (3) or more occasions during any twelve (12) month period, Comcast may, at its option, terminate this Agreement, terminate the affected Service Orders, suspend Service under the affected Service Orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all Service Orders as a condition of continuing to provide the Services. However, Comcast will not take any such action as a result of Customer's non-payment of a charge that is the subject of a timely billing dispute, unless the parties have reviewed the dispute and determined in good faith that the charge is correct.

(b) If either party breaches any material term of this Agreement and the breach continues without remedy for thirty (30) days after notice of default, the non-defaulting party may terminate for cause any Service Order materially affected by the breach.

(c) A Service Order may be terminated by Customer immediately upon notice if Comcast has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors. A Service Order may be terminated by Comcast immediately upon notice if Customer has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors.

(d) Comcast may terminate this Agreement if Customer, its employees, agents, or representatives threatens, harasses, or uses vulgar or inappropriate language toward Comcast personnel.

(e) Termination by either party of a Service Order does not waive any other rights or remedies that it may have under this Agreement.

5.3 Effect of Expiration or Termination of the Agreement or a Service Order. Upon the expiration or termination of a Service Order or Service for any reason: (i) Comcast may disconnect the applicable Service; (ii) Comcast may delete all applicable data, files, electronic messages, voicemail or other information stored on Comcast's servers or systems; (iii) if Customer has terminated the Service Order and/or Service prior to the expiration of the Service Term for convenience, or if Comcast has terminated the Service Order and/or Service prior to the expiration of the Service Term as a result of material breach by Customer, Comcast may assess and collect from Customer applicable Termination Charges; (iv) Customer shall be responsible for the return of all applicable Comcast Equipment and (A) until such time as the Comcast Equipment is returned to Comcast, Comcast may continue to invoice Customer for the monthly fee applicable to such Comcast Equipment and (B) if any returned Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may invoice Customer for the full replacement cost of the relevant Comcast Equipment, or in the event of minor damage to the retrieved Comcast Equipment, the cost of repair) and (v) if used in conjunction with the terminated Service, Customer's right to use applicable Licensed Software shall automatically terminate, and Customer shall be obligated to return the Licensed Software to Comcast.

5.4 Regulatory and Legal Changes. The parties acknowledge that the respective rights and obligations of each party as set forth in this Agreement upon its execution are based on law and the regulatory environment as it exists on the date of execution of this Agreement. Comcast may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects Comcast's ability to provide the Services herein.

Customer authorizes Comcast to charge the card for all charges generated under this Agreement, until (i) this Agreement is terminated or (ii) Customer provides sixty (60) days prior notice that Comcast stop charging the credit card. Customer agrees to provide Comcast with updated credit card or alternate payment information on a timely basis prior to the expiration or termination of the credit card on file or in the event that Customer's credit card limit is or will be insufficient to cover payment. If Comcast is unable to charge Customer's credit card for any reason, Customer agrees to pay all amounts due, including any late payment charges or bank charges, upon demand by Comcast. Comcast may limit the option to pay by credit card to specific Services or may discontinue acceptance of credit card payments in whole or in part upon thirty (30) days prior notice to Customer.

3.6 Credit Approval and Deposits. Initial and ongoing delivery of Services may be subject to credit approval. Customer shall provide Comcast with credit information requested by Comcast. Customer authorizes Comcast to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Customer represents and warrants that all credit information that it provides to Comcast will be true and correct. Comcast, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Additionally, subject to applicable regulations, Comcast may require Customer to make a deposit (in an amount not to exceed an estimated two-month's charge for the Services) as a condition to Comcast's provision of the Services, or as a condition to Comcast's continuation of the Services. The deposit will not, unless explicitly required by law, bear interest and shall be held by Comcast as security for payment of Customer's charges. If the provision of Service to Customer is terminated, or if Comcast determines in its sole discretion that such deposit is no longer necessary, then the amount of the deposit will be credited to Customer's account or will be refunded to Customer, as determined by Comcast.

3.7 Taxes and Fees. Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer will be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

3.8 Other Government-Related Costs and Fees. Comcast reserves the right to invoice Customer for any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services, including, without limitation, applicable franchise fees (if any), regardless of whether Comcast or its Affiliates pay the taxes directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Customer. These obligations may include those imposed on Comcast or its Affiliates by an order, rule, or regulation of a regulatory body or a court of competent jurisdiction, as well as those that Comcast or its Affiliates are required to collect from the Customer or to pay to others in support of statutory or regulatory programs. For example, Voice customers are charged a monthly regulatory recovery fee to help defray Comcast's contributions to municipal, state, and federal

programs including, without limitation, universal service, telecom relay services for the visually/hearing impaired, and 911/E911 programs and infrastructure. This regulatory recovery fee is not a tax, and it is not government-mandated. Taxes and other government-related fees and surcharges may be changed with or without notice,

3.9 Disputed Invoice. If Customer disputes any portion of an invoice, Customer must pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, to Comcast for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve the dispute. However, should the parties fail to mutually resolve the dispute within sixty (60) days after the dispute was submitted to Comcast, all disputed amounts shall become immediately due and payable to Comcast. Under no circumstances may Customer submit a billing dispute to Comcast later than sixty (60) days following Customer's receipt of the applicable invoice.

3.10 Past-Due Amounts. Any undisputed payment not made when due will be subject to a reasonable late charge not to exceed the highest rate allowed by law on the unpaid invoice. If Customer's account is delinquent, Comcast may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any Comcast Equipment that Customer fails to return in accordance with the Agreement. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Comcast Equipment, Customer agrees to pay all reasonable costs of collection or other action. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to Comcast under the Agreement or at law or in equity.

3.11 Rejected Payments. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution.

3.12 Fraudulent Use of Services. Customer is responsible for all charges attributable to Customer with respect to the Services, even if incurred as the result of fraudulent or unauthorized use of the Services. Comcast may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. Comcast reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent use by Customer.

ARTICLE 4. TERM

4.1 Agreement Term. This Agreement shall terminate upon the expiration or other termination of the final existing Service Order entered into under this Agreement. The term of a Service Order shall commence on the Service Commencement Date and shall terminate at the end of the stated Service Term of such Service. Unless otherwise stated in these terms and conditions, if a Service Order does not specify a term of service, the Service Term shall be one (1) year from the Service Commencement Date.

Termination Charges: Except as otherwise provided herein, charges that may be imposed by Comcast if, prior to the end of the applicable Service Term (a) Comcast terminates Services for cause or (b) Customer terminates all Services at a Service Location without cause. In addition to all amounts payable by Customer in accordance with Section 5.3 and one hundred percent (100%) of any amount paid by Comcast in connection with Custom Installation, as that term is defined in Section 2.7, Termination Charges shall equal: (i) Thirty-Five Dollars (\$35.00) for each full calendar month remaining in the initial Service Term if Customer's total monthly recurring service charge at the applicable Service Location is equal to or greater than Forty-Seven Dollars (\$47.00) per month; or (ii) seventy-five percent (75%) of the total monthly recurring service charges for the remaining full calendar months in the initial Service Term if Customer's total monthly recurring service charge at the applicable Service Location is less than Forty-Seven Dollars (\$47.00) per month.

ARTICLE 1A. CHANGES TO THE AGREEMENT TERMS

Comcast may change or modify the Agreement, and any related policies from time to time ("Revisions") by posting such Revisions to the Comcast Website. The Revisions are effective upon posting to the Website. Customer will receive notice of the Revisions in the next applicable monthly invoice. Customer shall have thirty (30) calendar days from the invoice notice of such Revisions to provide Comcast with written notice that the Revisions adversely affect Customer's use of the Service(s). If after notice Comcast is able to verify such adverse effect but is unable to reasonably mitigate the Revision's impact on such Services, then Customer may terminate the impacted Service(s) without further obligation to Comcast beyond the termination date, including Termination Charges, if any. This shall be Customer's sole and exclusive remedy.

ARTICLE 2. DELIVERY OF SERVICES

2.1 Orders. A Service Order must be completed to initiate Service to a Service Location(s). A Service Order shall become binding on the parties when (i) it is specifically accepted by Comcast either electronically or in writing, (ii) Comcast begins providing the Services described in the Service Order or (iii) Comcast begins installation of the Services described in the Service Order, whichever is earlier. When a Service Order becomes effective it shall be deemed part of, and shall be subject to, the Agreement.

2.2 Speed. Comcast makes no representation regarding the speed of the Internet Service. Actual speeds may vary and are not guaranteed. Many factors affect speed including, without limitation, the number of workstations using a single connection.

2.3 Access. Customer, at no cost to Comcast, shall secure and maintain all necessary rights of access to Service Location(s) for Comcast to install and provide the Services, unless Comcast has secured such access prior to this Agreement. In addition, Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation,

operation, and maintenance of the Comcast Equipment used to provide the Services within the Service Location(s). Comcast and its employees and authorized contractors will require free ingress and egress into and out of the Service Location(s) in connection with the provision of Services. Upon reasonable notice from Comcast, Customer shall provide all required access to Comcast and its authorized personnel.

2.4 Service Commencement Date. Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of Voice, the day Voice Service is activated, Comcast shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Service Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Service Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

2.5 Comcast Equipment. Comcast Equipment is and shall remain the property of Comcast regardless of where installed within the Service Location(s), and shall not be considered a fixture or an addition to the land or the Service Location(s). At any time Comcast may remove or change Comcast Equipment in its sole discretion in connection with providing the Services. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Comcast Equipment or permit others to do so, and shall not use the Comcast Equipment for any purpose other than that authorized by the Agreement. Comcast shall maintain Comcast Equipment in good operating condition during the term of this Agreement; provided, however, that such maintenance shall be at Comcast's expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the Comcast Equipment. Customer is responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, and its noncompliance with this Section, or by fire, theft or other casualty at the Service Location(s), unless caused by the negligence or willful misconduct of Comcast. Customer agrees not to take any action that would directly or indirectly impair Comcast's title to the Comcast Equipment, or expose Comcast to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Following Comcast's discontinuance of the Services to the Service Location(s), Comcast retains the right to remove the Comcast Equipment including, but not limited to, that portion of the Comcast Equipment located within the Service Location(s). To the extent Comcast removes such Comcast Equipment, it shall be responsible for returning the Service Location(s) to its prior condition, wear and tear excepted.

2.6 Customer-Provided Equipment. Comcast shall have no obligation to install, operate, or maintain Customer-Provided Equipment. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all inside telephone wiring and equipment and facilities on the Customer's side of the cable modem, route and/or coaxial input connection. All Customer-Provided Equipment and wiring that Customer uses in connection with the Services must be fully compatible with the Services. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by Comcast's employees or authorized

**AMENDMENT TO THE COMCAST BUSINESS
“BUSINESS SERVICES CUSTOMER TERMS AND CONDITIONS”**

Pursuant to the “Order Authorizing the Mayor to Execute One (1) Business Class Service Order Agreement to Install Comcast Business High-Speed Internet with Wi-Fi Capabilities and TV Service at the City of Jackson Zoo, Necessary for the Operation of Security Cameras and the Offering of Informational Video Classes in the Educational Room” approved by the Jackson, Mississippi, City Council on _____ (date), which can be found on page _____ of Minute Book _____ located in the City of Jackson Municipal Clerk’s Office, upon the Mayor’s execution of this Amendment, the following Provisions contained in the “Business Services Customer Terms and Conditions” (said Provisions are attached to this Amendment) are hereby deleted and shall have no effect in the Agreement between Comcast Business and the City of Jackson:

- (a) Article 1A – Changes to the Agreement Terms
- (b) Article 3, Provision 3.9
- (c) Article 4, Provision 4.2
- (d) Article 6, Provisions 6.1, 6.2, and 6.6
- (e) Article 7, Provisions 7.1 and 7.2
- (f) Article 7A, all Provisions contained therein

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

#19

OFFICE OF THE CITY ATTORNEY
JEL 3/9/23

ORDER DECLARING PARCEL NUMBER 189-29 SURPLUS PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE SALE CONTRACT, DEED OF CONVEYANCE, AND OTHER DOCUMENTS NECESSARY TO SELL SAID PROPERTY TO GENNIE JONES

WHEREAS, the City of Jackson owns certain real property and any improvements thereon located at 400 E. Silas Brown Street. The real property is that same property recorded in the Office of the Chancery Clerk of Hinds County in Book 1890 at Page 575 and more particularly described as follows:

BEG INT N/L SILAS BROWN ST & E/L S CONGRESS ST E 322 FT N 230 FT W 322 FT S 230.85 FT TO POB PT 5 AC LOT 6 S J

WHEREAS, the real property is designated as Parcel Number 189-29 in the Hinds County Landroll; and

WHEREAS, after being notified of the availability of City-owned surplus real property, no City department expressed a municipal need for Parcel Number 189-29; and

WHEREAS, on July 21, 2022, the City of Jackson's Surplus Property Committee voted to recommend to the governing authorities that the above-referenced parcel be declared surplus property and sold by advertising for and accepting competitive bids as set forth in Mississippi Code Section 21-17-1(2)(a); and

WHEREAS, the Surplus Property Committee issued a notice of request for bids that was published for three consecutive weeks in the Mississippi Link on September 15, 2022, September 22, 2022, and September 29, 2022; and

WHEREAS, the highest of two bids submitted was from Gennie Jones in the amount of one hundred thousand dollars (\$100,000.00), and

WHEREAS, based on the above, the Surplus Property Committee recommends that the governing authorities declare the property surplus and authorize its sale to Gennie Jones pursuant to Section 21-17-1(2)(a).

IT IS HEREBY ORDERED that Parcel Number 189-29 located at 400 E. Silas Brown Street is no longer needed for governmental or related purposes of the City and is declared to be surplus property.

IT IS FURTHER ORDERED that the Mayor shall be authorized to execute the sale contract, deed of conveyance, and any other documents necessary to sell Parcel Number 189-29 to Gennie Jones for the amount of one hundred thousand dollars (\$100,000.00).

IT IS FURTHER ORDERED that consistent with the provisions of Mississippi Code Section 21-17-1(2)(a), the instrument conveying the property to Gennie Jones shall reserve all

Agenda Item No. 19
April 11, 2023
(Dotson, Luimumba)

mineral rights, together with the right of ingress and egress for the removal of same.

Item#: _____
Date: March 14, 2023
By: (Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: March 14, 2023

1.	Brief Description/Purpose	ORDER DECLARING PARCEL NUMBER 189-29 SURPLUS PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE SALE CONTRACT, DEED OF CONVEYANCE, AND OTHER DOCUMENTS NECESSARY TO SELL SAID PROPERTY TO GENNIE JONES								
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. Economic Development								
3.	Who will be affected	Neighborhood residents								
4.	Benefits	Disposal of surplus property by the bid method for neighborhood enhancement. Property will be put back on the Tax Rolls and the City will not have the expense of maintaining the property.								
5.	Schedule (beginning date)	N/A								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 7 No N/A								
7.	<input type="checkbox"/> Action implemented by: <input type="checkbox"/> ▪ City Department <input type="checkbox"/> ▪ Consultant	Department of Planning & Development								
8.	COST	N/A								
9.	<input type="checkbox"/> Source of Funding <input type="checkbox"/> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other	N/A								
10.	EBO participation	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
POINTS		COMMENTS								

MEMORANDUM



TO: Mayor Chokwe Lumumba

FROM: Chloe Dotson
Department of Planning & Development

DATE: February 14, 2023

RE: **ORDER DECLARING PARCEL NUMBER 189-29 SURPLUS PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE SALE CONTRACT, DEED OF CONVEYANCE, AND OTHER DOCUMENTS NECESSARY TO SELL SAID PROPERTY TO GENNIE JONES**

The agenda item accompanying this memo requests that the City Council authorize an order declaring parcel 189-29 surplus property and authorizing the disposal of same to Gennie Jones for the headquarters of The Minority Contractors Association of Mississippi and office spaces for lease.

#20

OFFICE OF THE CITY ATTORNEY
2/24/23

ORDER AUTHORIZING THE DEPARTMENT OF PLANNING AND DEVELOPMENT TO EXECUTE AND SUBMIT A CONGRESSIONALLY DIRECTED SPENDING GRANT APPLICATION FOR FIVE MILLION DOLLARS TO THE U.S. SENATE APPROPRIATIONS SUBCOMMITTEE ON TRANSPORTATION, HOUSING AND URBAN DEVELOPMENT (THUD) ON BEHALF OF THE JACKSON HINDS LIBRARY SYSTEM FOR THE PURCHASE, RELOCATION, AND RENOVATION OF A NEW EUDORA WELTY LIBRARY IN THE CITY OF JACKSON

WHEREAS, under Mississippi Code Section 39-3-3, “the cost of purchasing land, erecting buildings and equipping and maintaining such public library or public library system shall be paid for in whole out of the general funds of the . . . municipality”; and

WHEREAS, the Jackson Hinds Library System seeks to submit a congressionally directed spending application at the invitation of U.S. Senator Cindy Hyde-Smith's Office to request funding to purchase and build a new Eudora Welty Library; and

WHEREAS, the Jackson Hinds Library system requests the Department of Planning and Development’s assistance in preparing a competitive application by the March 23, 2023 deadline; and

WHEREAS, the Department of Planning and Development would apply for funds from the U.S. Senate Appropriations subcommittee on Transportation, Housing and Urban Development and any related federal agency for Fiscal Year 2024; and

WHEREAS, one of the funding goals of the subcommittee on Transportation, Housing and Urban Development is to support economic and community development activities, including land or site acquisition, demolition or rehabilitation of facilities, and construction of public facilities; and

WHEREAS, the Department of Planning and Development will submit a grant application to the subcommittee on Transportation, Housing and Urban Development and any related federal agencies for the purchase, relocation, renovation and buildout of a new Eudora Welty Library in the City of Jackson; and

WHEREAS, the Department of Planning and Development will request funds in the amount of \$5,000,000.00 in the grant application and the City of Jackson shall be the recipient of such funds; and

IT IS THEREFORE ORDERED, that the Department of Planning and Development will submit an application to the subcommittee on Transportation, Housing and Urban Development, and any related federal agencies for \$5,000,000.00 on behalf of the Jackson Hinds Library

Agenda Item No. 20
April 11, 2023
(Dotson, Luimumba)

System for the purchase, relocation, renovation, and buildout of a new Eudora Welty Library in the City of Jackson.

IT IS FURTHER ORDERED, that any funds received by the City from the grant application shall be used for the purchase, relocation, renovation, and buildout of a new Eudora Welty Library in the City of Jackson.

ITEM NO. _____

DATE: March 21st 2023

BY: (DOTSON, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 3/20/2023

DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE DEPARTMENT OF PLANNING AND DEVELOPMENT TO EXECUTE AND SUBMIT A CONGRESSIONALLY DIRECTED SPENDING GRANT APPLICATION FOR FIVE MILLION DOLLARS TO THE U.S. SENATE APPROPRIATIONS SUBCOMMITTEE ON TRANSPORTATION, HOUSING AND URBAN DEVELOPMENT (THUD) ON BEHALF OF THE JACKSON HINDS LIBRARY SYSTEM FOR THE PURCHASE, RELOCATION, AND RENOVATION OF A NEW EUDORA WELTY LIBRARY IN THE CITY OF JACKSON
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	Economic Development Neighborhood Enhancement Quality of Life Crime Prevention Youth and Education
3.	Who will be affected	N/A
4.	Benefits	All citizens of Jackson, Mississippi
5.	Schedule (beginning date)	Application to be submitted March 23 rd 2023
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	CITYWIDE
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	PLANNING AND DEVELOPMENT DEPARTMENT
8.	COST	Cost of Publication of the Ordinance
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	General Fund
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE DEPARTMENT OF PLANNING AND DEVELOPMENT TO EXECUTE AND SUBMIT A CONGRESSIONALLY DIRECTED SPENDING GRANT APPLICATION FOR FIVE MILLION DOLLARS TO THE U.S. SENATE APPROPRIATIONS SUBCOMMITTEE ON TRANSPORTATION, HOUSING AND URBAN DEVELOPMENT (THUD) ON BEHALF OF THE JACKSON HINDS LIBRARY SYSTEM FOR THE PURCHASE, RELOCATION, AND RENOVATION OF A NEW EUDORA WELTY LIBRARY IN THE CITY OF JACKSON is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



3/21/23

Date

OFFICE OF THE CITY ATTORNEY
3/21/23



Memo

To: Chokwe Lumumba, Mayor

**From: Chloe Dotson, Director
Department of Planning and Development**

Date: 3/20/2023

Re: Agenda Item

The Jackson Hinds Library System is preparing a Congressional directed spending application at the invitation of Mississippi Senator Cindy Hyde-Smith's Office. The Jackson Hinds Library System in partnership with the City of Jackson is preparing a Congressional directed spending application at the invitation of Mississippi Senator Cindy Hyde-Smith's Office. Following a Board work session presentation by Cady Cooper from Senator Cindy Hyde-Smith's Office in Washington DC, the Board leadership is called a critical emergency meeting to prepare to apply for up to \$5 Million in THUD funding with the 2024 federal budget process. The Jackson Hinds Library Systems has critical library repairs that need to be made to sustain our system for short and long term.

City of Jackson Department of Planning will submit a grant application to the Subcommittee on Transportation, Housing and Urban Development, and related Agencies for the purchase, relocation, renovation and buildout of a new Eudora Welty Library in the City of Jackson – in collaboration with Jackson Hinds Library System Your consideration in this matter is appreciated.

If you have questions and/or need clarification, please do not hesitate to contact my office at (601) 960-1172 or e-mail cdotson@jacksonms.gov.

Chloe Dotson

Guidance for THUD CDS by Account

For all THUD CDS accounts, Members are required to provide the following information in Legi-Mate:

- **Project Name** – this should be a unique name of the project meant to easily identify and distinguish the project (e.g. “Electrification of Burlington Bus Route 40”, or “ABC Affordable Housing Development”).
- **Project Purpose** – this should include the project name and a very short explanation of what the project will do (e.g. “Electrification of Burlington Bus Route 40 to improve transit service along a corridor and reduce carbon emissions”, or “ABC Affordable Housing Development to construct senior housing for the ABC”).
- **Project Website** – this should be a link to the relevant planning document for the project: the airport master plan for AIP and F&E, the Statewide Transportation Improvement Program (STIP) or Transportation Improvement Program (TIP) for HIP and TIG, the State Rail Plan for CRISI, or the project website or relevant planning document for TPR&D and EDI. For transportation projects that are not currently on one of the identified planning documents, you may alternatively provide a letter from your respective State DOT supporting the project (additional details by account below).
- **Project Detail** – this should be a longer explanation of why this project is important, the results and benefits it will provide, a breakdown of costs, the status of planning/environmental work, and other relevant information to help the Subcommittee evaluate project eligibility.
- **Member’s Request** – this is the amount of funding requested for the CDS
- **Total Cost** – this should be the total cost of the entirety of the project
- **Location of the Activity** – this should be the name of the city or county where the project will take place.
- **Project Recipient Information** – this should be the legal name of the entity that will receive the CDS funding listed exactly as it appears on IRS documents. A point of contact within the entity must be identified by name, phone number, address, and e-mail address, which will be provided to the relevant agency for purposes of administering projects and will not be made public. This point of contact **cannot** be a lobbyist or external entity. In addition, the entity’s Federal Tax Employer Identification Number (EIN) must be provided (for both non-profits and State/local governments). It is not acceptable to enter 00-0000000 or other fake numbers. Failure to provide the Federal EIN may result in implementation delays for the CDS recipient.

TPR&D.

- Members can request CDS within the TPR&D account for transportation research projects eligible under title 23 or title 49 of the United States Code. Planning for specific local highway, transit, or rail projects that are eligible under HIP, TIG, or CRISI should NOT be included in this account. Members are encouraged to use this account for national or regional research and development projects.

- Members are required to provide the Project Name, Project Purpose, Project Website, Project Detail, Member's Request, Total Cost, Location of the Activity, and Project Recipient Information.
- The **Project Website** for TPR&D projects should provide additional background behind the project.

Airports (AIP).

- Members can request CDS within the AIP account for airport projects eligible under chapter 471 of title 49, United States Code (<https://www.faa.gov/airports/aip/overview>).
- NOTE: As AIP CDS follows the existing AIP statute, the Federal cost-share requirements still apply to CDS. For large and medium primary hub airports, CDS can cover 75 percent of eligible costs (or 80 percent for noise program implementation). For small primary, reliever, and general aviation airports, CDS can cover a range of 90-95 percent of eligible costs, based on statutory requirements.
- Members are required to provide the Project Name, Project Purpose, Project Website, Project Detail, Member's Request, Total Cost, Location of the Activity, and Project Recipient Information.
- In the **Project Website** field, Members are required to provide a link to the airport master plan that includes the requested project.
- In the **Project Detail** field, Members are required to provide the status of the planning and environmental work so the Subcommittee can assess the readiness of the project. Members should also provide a description of all other sources of funding contributing to the total cost of the project.
- Under **Additional Subcommittee Fields**, Members are required to select the airport name (see [NPIAS](#) for airport names).

FAA Facilities and Equipment (F&E).

- Members can request CDS within the FAA F&E account but **only** for terminal air traffic control tower facility replacement projects eligible under part A of subtitle VII of title 49, United States Code.
- Members are required to provide the Project Name, Project Purpose, Project Website, Project Detail, Member's Request Amount, Total Project Cost, Location of the Activity, and Project Recipient Information.
- In the **Project Website** field, Members are required to provide a link to the airport master plan.
- In the **Project Detail** field, Members are required to provide a statement of why the tower needs to be replaced. Members are required to provide the age of the tower, number of enplanements, operational line of sight issues, other related infrastructure work not covered by the cost of replacing the air traffic control tower (roads, utilities, etc.), and any other information to justify the project. In addition, the project detail is required to provide the status of the planning and environmental work so the Subcommittee can assess the readiness of the project. Member requests should provide

information on how the CDS funding will ensure completion of a project or segments of a project, including the total cost of the project, the CDS funding amount, and any other identified sources of funding.

- Under Additional Subcommittee Fields, Members are required to select the airport name (see [NPIAS](#) for airport names).

Highways (HIP).

- Members can request CDS within the HIP account for highway projects eligible under title 23, United States Code, including, but not limited to, highway and bridge construction projects, planning, environmental review, design, and right-of-way acquisition. Operational expenses are not eligible.
- All highway CDS funds will be provided directly to your State Department of Transportation.
- If the local or county level government is requesting the CDS, they will be required to coordinate with the State DOT to receive the funding and ensure a non-Federal match is available. The only exception to this is if the project is intended to be for a Tribal government.
- Members are required to provide the Project Name, Project Purpose, Project Website, Project Detail, Member's Request, Total Cost, Location of the Activity, and Project Recipient Information.
- In the Project Website field, Members are required to provide a link to the STIP or TIP that includes the requested project.
 - Consistent with FY 2023, Members can request funding for highway projects that are not currently on the STIP or TIP but for which a State DOT has provided a letter confirming that: (1) the project is eligible for Federal-aid highway funding under title 23, United States Code; (2) the State DOT is willing to carry out the project if funding is enacted; and (3) the State DOT will include the project on the STIP or TIP once funding for the project is enacted. The letter from the State DOT should be attached to the request in Legi-Mate in the **Letters of Support** field, and the **Project Website** field should include the most recent STIP or TIP on which the project will be added later.
- In the **Project Detail** field, Members are required to include the status of the planning and environmental work so the Subcommittee can assess the readiness of the project. In addition, they must provide the STIP or TIP ID number for the project as it appears in the STIP or TIP included in the **Project Website** field (if the project is already on a STIP or TIP). Members should also provide a description of all other sources of funding contributing to the total cost of the project.
- For **Project Recipient Information**, please only enter information for the State DOT. All HIP CDS funding is provided directly to the State DOT. Local or county level governments interested in a HIP CDS are required to coordinate with the State DOT for implementation. For projects where the intended recipient is a Tribal government, please contact Subcommittee staff prior to submitting your request in Legi-Mate.

Transit (TIG).

- Members can request CDS within the TIG account for transit projects eligible under chapter 53 of title 49, United States Code.
- Members are required to provide the Project Name, Project Purpose, Project Website, Project Detail, Member's Request, Total Cost, Location of the Activity, and Project Recipient Information.
- In the Project Website field, Members are required to provide a link to the STIP or TIP that includes the requested project.
 - Consistent with FY 2023, Members can request funding for transit projects that are not currently on the STIP or TIP but for which a transit agency has provided a letter confirming that: (1) the project is eligible for transit funding under chapter 53 of title 49, United States Code; (2) the transit agency is willing to carry out the project if funding is enacted; and (3) the transit agency will include the project on the STIP or TIP once funding for the project is enacted. The letter should be attached to the request in Legi-Mate in the **Letters of Support** field, and the **Project Website** field should include the most recent STIP or TIP on which the project will be added later.
- In the **Project Detail** field, Members are required to provide the status of the planning and environmental work so the Subcommittee can assess the readiness of the project. In addition, Members should provide the STIP or TIP ID number for the project as it appears in the STIP or TIP included in the **Project Website** field (if the project is already on a STIP or TIP). Members should also provide a description of all other sources of funding contributing to the total cost of the project.
- Under Additional Subcommittee Fields, Members are required to select the name of the recipient or subrecipient transit agency.

Rail (CRISI).

- Members can request CDS within the CRISI account for rail capital projects eligible under section 22907(c) of title 49, United States Code.
- Members are required to provide the Project Name, Project Purpose, Project Website, Project Detail, Member's Request, Total Cost, Location of the Activity, and Project Recipient Information.
- In the **Project Website** field, Members are required to provide a link to the State Rail Plan that includes the requested project.
 - Consistent with FY 2023, Members can request funding for rail projects that are not currently on the State Rail Plan but for which a State rail agency or State DOT has provided a letter confirming that: (1) the project is eligible for rail funding under section 22907 of title 49, United States Code; (2) the State rail agency, State DOT, or other relevant State agency is willing to carry out the project if funding is enacted; and (3) the State rail agency or State DOT will include the project on the State Rail Plan once funding for the project is enacted. The letter should be attached to the request in Legi-Mate in the **Letters of Support** field,

and the **Project Website** field should include the most recent State Rail Plan on which the project will be added later.

- In the **Project Detail** field, Members are required to provide the status of the planning and environmental work so the Subcommittee can assess the readiness of the project. Members should also provide a description of all other sources of funding contributing to the total cost of the project.

Economic Development Initiatives (EDIs).

- Members can request funding for EDIs within the “Community Development Fund” account for activities eligible under section 5305 of chapter 69 of title 42, United States Code, as well as for affordable housing construction.
- The Committee encourages Member offices to pursue projects that address affordable housing, community services, and economic development. Examples of eligible EDI projects include, but are not limited to:
 - Acquisition of real property (land, water rights, buildings);
 - Construction of new affordable housing;
 - Blight removal or remediation; and,
 - Construction, rehabilitation, and improvements of public facilities (except buildings for general conduct of government), such as neighborhood centers, parks, and shelter for persons having special needs such as survivors of domestic violence and the homeless.
- EDIs are subject to other Federal requirements including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200, the National Environmental Policy Act (NEPA), HUD’s NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and all appropriate Federal environmental and historic preservation laws, regulations, and Executive Orders. Member offices should confirm with organizations requesting EDIs that they will be able to comply with these requirements. To review HUD’s current implementation of the EDI program and the applicable Federal requirements, please see HUD’s EDI landing page: https://www.hud.gov/program_offices/comm_planning/edi-grants
- Reimbursement of expenses incurred prior to the enactment of a final FY24 appropriations bill is not permitted.
- Members are required to provide the Project Name, Project Purpose, Project Website (if there is one), Project Detail, Member’s Request, Total Cost, Location of the Activity, and Project Recipient Information.
- In the **Project Website** field, Members should provide a link to the project website, if available, or if the project is included in an existing CDBG grantee’s Consolidated Plan or Annual Action Plan, a link to such plan.
- In the **Project Detail** field, Members are required to provide at a minimum:
 - description of the project;
 - status of the project (planning, design, under construction, etc.) and timeline of its expected completion;
 - breakdown of how EDI funds would be used;

- description of all other sources of funding contributing to the total cost of the project; and
- the status of the environmental review work.
- In the **National Objectives** field, which is under **Additional Subcommittee Fields**, Members should identify which of the three National Objectives of the broader CDBG program the EDI project and its activities meets and include relevant data or a description indicating **how** it meets such National Objective(s). The three CDBG program National Objectives are: (1) benefit low- and moderate-income persons or communities; (2) prevent or eliminate slums or blight; or (3) address community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community for which other funding is not available. The most common CDBG National Objective that EDI projects will meet is the benefit to low- and moderate- income (LMI) persons.
 - If using the LMI National Objective, please review this HUD resource: <https://www.hudexchange.info/programs/cdbg/cdbg-low-moderate-income-data/>
 - Use the “Map Application” tool to provide the necessary data points demonstrating the LMI benefit: <https://hud.maps.arcgis.com/home/item.html?id=ffd0597e8af24f88b501b7e7f326bedd>

Congressional earmarks and libraries

In 2021, Congress revived the practice of including earmarks in appropriations bills after a 10-year absence. Earmark funding – officially called “Congressionally Directed Spending” in the Senate and “Community Project Funding” in the House – goes directly to the entity designated by Congress for the specified project (separate from regular federal programs).

In the appropriations laws enacted since then, Congress has directed earmarks to more than 100 projects involving libraries, totaling nearly \$150 million (see fiscal year [2022](#) and [2023](#) lists).

For the upcoming appropriations bills (fiscal year 2024), interested libraries may submit project requests to their Members of Congress. Here are some points to consider:

When can libraries apply? Most Congressmembers’ application deadlines are in March 2023.

What can libraries request funds for? Projects are typically for specific, one-time activities (and do not fund ongoing activities like annual operating expenses). Most library projects in FY22 and FY23 were capital projects, such as building renovation or construction; others included pilot programs or one-time activities related to technology, children and youth, and history.

Which types of libraries can apply? Library projects in FY22 and FY23 included projects at school, academic, public, Tribal, state, and special libraries.

How much funding can libraries request? The Congressional share of funding for library projects in FY22 and FY23 typically ranged from \$50,000 to \$2,000,000.

How can libraries apply? Requests are submitted to individual Congressmembers’ offices, each of which establishes its own request forms and deadlines. Libraries with a potential project can reach out to their Congressmembers’ offices to discuss the idea and to ask for their form and deadline. Applicants can submit the same request to all the Congressmembers who represent the location of the proposed project (i.e., the Representative for that district and both Senators for that state). Note that some Congressmembers do not accept requests.

When would successful requests receive funding? Following the enactment of the FY24 appropriations law, likely late in calendar year 2023 or in calendar year 2024.

AGREEMENT
FOR THE
CREATION, MAINTENANCE AND SUPPORT OF
THE JACKSON/HINDS LIBRARY SYSTEM

WHEREAS, the City of Jackson, Mississippi, by due and proper ordinance has established the JACKSON LIBRARY SYSTEM, and

WHEREAS, the County of Hinds, Mississippi, by due and proper ordinance has established the HINDS LIBRARY SYSTEM, and

WHEREAS, The Boards of Trustees of the JACKSON LIBRARY SYSTEM and the HINDS LIBRARY SYSTEM have reached an accord and agreement with respect to the creation, maintenance and support of a free public library system to serve all residents and citizens of Hinds County, Mississippi, and

WHEREAS, such agreement has been entered into pursuant to §39-3-13, Mississippi Code of 1972, and other applicable Mississippi statutes made and provided, for the creation, maintenance and support of a city-county library system to be known as the JACKSON/HINDS LIBRARY SYSTEM (sometimes, library system or system herein) and the Chairmen of the respective systems have been authorized, empowered and directed, by due and appropriate resolutions of the JACKSON LIBRARY SYSTEM and the HINDS LIBRARY SYSTEM, spread upon the respective minutes of the boards of trustees of said systems to execute this agreement and to submit the same to the City Council of the City of Jackson, Mississippi (sometimes, City Council herein) and the Board of Supervisors of Hinds County, Mississippi (sometimes, Board of Supervisors herein) for their consent, ratification, approval and confirmation.

NOW, THEREFORE, BE IT AGREED BETWEEN THE BOARD OF TRUSTEES OF THE JACKSON LIBRARY SYSTEM AND THE BOARD OF TRUSTEES OF THE

HINDS LIBRARY SYSTEM, as follows:

SECTION 1. There is hereby established within Hinds County, Mississippi a public library system which shall be known as the JACKSON/HINDS LIBRARY SYSTEM.

SECTION 2. The territorial boundaries of the system shall be coincidental with the boundaries of Hinds County, Mississippi, as set forth and described in §19-1-49, Mississippi Code of 1972.

SECTION 3. The system shall be comprised of all public libraries presently located within Hinds County whether the same be owned and operated by the City of Jackson, Mississippi or the County of Hinds, Mississippi and, as may, from time to time be added to the system in accordance with the terms and provisions hereof.

SECTION 4. Every library within the JACKSON/HINDS LIBRARY SYSTEM is hereby dedicated to the free use by the residents of Hinds County and such additional persons as may be determined by the governing authorities of the City of Jackson and Hinds County; provided, however, the Administrative Board may charge a reasonable fee for the use of certain copies of popular fiction and non-fiction as provided by applicable statutes of the State of Mississippi.

SECTION 5. There is hereby established the JACKSON/HINDS LIBRARY ADMINISTRATIVE BOARD (sometimes Administrative Board or board herein) in which shall be vested the management and control of the JACKSON/HINDS LIBRARY SYSTEM.

a. The Administrative Board shall consist of fourteen (14) members, being citizens and residents of Hinds County, Mississippi.

b. The City Council shall appoint seven (7) members, all residents of the City of Jackson, Mississippi, to the Administrative Board and the Board of Supervisors shall appoint seven (7) members, all residents of Hinds County, Mis-

Mississippi, to the Administrative Board, at least two (2) of whom shall be residents of the City of Jackson, Mississippi.

c. A member of the Administrative Board shall receive no salary or other compensation for service on the board.

d. Reasonable expenses incurred in the discharge of official duties may be reimbursed to a board member under appropriate rules and regulations to be established by the board.

e. Terms of office of members of the board shall be for five (5) years and the City Council and Board of Supervisors shall appoint seven (7) members each as follows: original terms of the board shall be staggered with one member each appointed for one (1), two (2), three (3), and four (4) years respectively, and three (3) members appointed for five (5) years. Thereafter, a board member shall be appointed to serve for term of five (5) years.

f. The City Council and Board of Supervisors shall determine the procedure by which its representatives are appointed. A member of the board may be removed by the appointing authority making such appointment in accordance with procedures adopted by that appointing authority.

g. Vacancies on the Administrative Board, upon notice to the governing authorities that such exist, shall be filled for the unexpired term in accordance with procedures adopted by the appointing authority entitled to fill the vacancy.

SECTION 6. Funds for the operation of the JACKSON/HINDS LIBRARY SYSTEM shall be appropriated and contributed by the City of Jackson and Hinds County equally in each fiscal year in accordance with the annual approval of the budget of the system as herein provided.

SECTION 7. Upon appointment the Administrative Board

shall meet and organize by the election of a Chairman and such other officers from among its members as shall be consistent with the by-laws to be adopted by the board.

SECTION 8. The Administrative Board shall have the following powers and duties:

a. To adopt, and from time to time, modify, alter, amend or abolish, by-laws and other rules and regulations for its guidance and for the operation of the system as shall, in the judgment of the Administrative Board, be mete, proper and appropriate;

b. To have the supervision, care, custody, management, and control of all property of the JACKSON/HINDS LIBRARY SYSTEM;

c. To initiate studies, gather data, establish goals, and make plans for the due and proper operation and administration of the system;

d. To make recommendations from time to time and as may be appropriate to the Board of Supervisors of Hinds County and the City Council of the City of Jackson concerning the operation of the system;

e. To establish and maintain a liaison with the City Council and the Board of Supervisors that each governing authority may remain apprised of the system and its current operations.

f. To employ a librarian, who shall be known as the Director of the JACKSON/HINDS LIBRARY SYSTEM and to grant to the director such authority as shall be appropriate for the orderly discharge of the duties of such office, not inconsistent with law or this agreement;

g. To employ other persons, including professionals, as shall, in the judgment of the Administrative Board, be necessary and appropriate for the orderly administration and operation of the system;

h. To adopt a comprehensive Affirmative Action Plan for the employment of minorities and other disadvantaged members of the work force.

i. To establish rules and regulations respecting employees, to prescribe their duties, fix their compensation and make such other rules concerning employees as shall be appropriate or needful;

j. To grant present employees of the Jackson Metropolitan Library System a preference for employment with the JACKSON/HINDS LIBRARY SYSTEM.

k. To submit annually to Hinds County and the City of Jackson, for approval, a budget of anticipated revenues and expenses for the ensuing year;

l. To have exclusive control, pursuant to approval of its annual budget, of the finances and receipt and expenditure of funds of the system;

m. To accept gifts of money or property for library purposes as the Administrative Board shall deem in the best interest of the system, subject to rules and regulations promulgated by the City Council of the City of Jackson and the Board of Supervisors of Hinds County;

n. To authorize purchase, upon recommendation of the director, and in accordance with rules and regulations established by the Administrative Board, books, periodicals, maps and other appropriate materials and supplies for the system;

o. To contract with the board of trustees of any established library system for (1) providing services to that library system or (2) receiving services from that library system, in accordance with the annual budget previously approved;

p. To co-operate with and seek guidance from the Mississippi Library Commission in the management, operation

and control of the library system;

g. To do all other acts necessary and proper for the orderly and efficient management, operation and control of the JACKSON/HINDS LIBRARY SYSTEM not inconsistent with its by-laws, this agreement or the laws of the State of Mississippi.

SECTION 9. No libraries shall be added to the system or closed except upon the concurrence, by proper resolution, of the governing authorities of both Hinds County and the City of Jackson. In the event there is a concurrence on the addition of a library facility which requires the construction of a building, it shall be the responsibility of that government desiring to construct and own the same to provide the funds therefor including adequate physical equipment. Upon construction of the facility and its addition to the system, the expense of operation thereof as a part of the JACKSON/HINDS LIBRARY SYSTEM shall be borne by the system.

SECTION 10. The fiscal year of the JACKSON/HINDS LIBRARY SYSTEM shall commence October first (1st) and extend through September thirtieth (30th) of the following year.

SECTION 11. The budget, as herein before provided, of anticipated revenues and expenditures submitted annually to the City Council and Board of Supervisors shall be subject to approval by the City Council and Board of Supervisors which shall, within their discretion, according to law and in accordance with Section 6 of this agreement, appropriate funds for the operation of the library system hereby created.

SECTION 12. Title to all property which is vested in the City of Jackson or in Hinds County as of the effective date of this agreement, will remain so vested, and shall not, by virtue hereof, become jointly owned nor shall property rights accrue as a result of the consent, ratification, approval and confirmation of this agreement.

SECTION 13. Property purchased for the system during the

life of this agreement shall, upon dissolution of the system, become vested in the City of Jackson and Hinds County equally.

SECTION 14. The JACKSON/HINDS LIBRARY SYSTEM is created in perpetuity, provided however, either party can dissolve the system on September thirtieth (30) of any year upon sixty (60) days written notice to the other party.

SECTION 15. All public buildings and other facilities housing the JACKSON/HINDS LIBRARY SYSTEM shall be under the care, custody and control of the Administrative Board who shall be responsible for the operation, proper care, and maintenance thereof, including but not limited to utilities, telephone, yard and grounds maintenance, repairs, replacements, janitorial, and security services.

Each municipality owning a building in which a branch library is housed shall have the option of maintaining its building in lieu of that responsibility being assumed by the Administrative Board. Notice of the exercise of this option shall be given the Administrative Board no later than June 1 of each year for the ensuing fiscal year.

Annual budgets shall include those sums of money required for such operation, care, and maintenance and shall plainly denominate all funds to be so spent during the ensuing year.

SECTION 16. The Administrative Board shall, at the close of each year, make a report to the City Council and Board of Supervisors depicting the condition of the JACKSON/HINDS LIBRARY SYSTEM during the year, the sums of money received from taxes and other sources, the sums of money expended and the purposes of all expenditures, an inventory of books and periodicals, including additions, withdrawals, and those loaned out during the year, and such other statistics, information and suggestions as the Administrative Board shall deem of public interest or as directed by the City Council or the

Board of Supervisors. A copy of the report shall be filed with the Mississippi Library Commission.

SECTION 17. This agreement may be amended from time to time as may be expedient or needful. Such amendment shall be submitted to the City Council and Board of Supervisors for consent, ratification and approval and shall become effective upon the due and proper adoption of an appropriate resolution by both governing authorities incorporating such amendment.

SECTION 18. This AGREEMENT FOR THE CREATION, MAINTENANCE AND SUPPORT OF THE JACKSON/HINDS LIBRARY SYSTEM shall become effective upon the consent, ratification, approval and confirmation of both the CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI and the BOARD OF SUPERVISORS OF HINDS COUNTY, MISSISSIPPI by appropriate resolution duly adopted and evidenced by the due execution hereof by the Mayor of the City of Jackson, Mississippi and the President of the Board of Supervisors of Hinds County, Mississippi.

IN WITNESS WHEREOF, THE CHAIRMEN of the BOARDS OF TRUSTEES of the JACKSON LIBRARY SYSTEM and the HINDS LIBRARY SYSTEM have this 25th day of July, 1986 set their hands and seals, the same being attested by the SECRETARIES thereof.

Betty A. Williams
CHAIRMAN, JACKSON LIBRARY SYSTEM

ATTEST:

Patricia J. Ross
SECRETARY

;
CHAIRMAN, HINDS LIBRARY SYSTEM

ATTEST:

Sen Helen Sanders
SECRETARY

APPROVAL AND CONFIRMATION

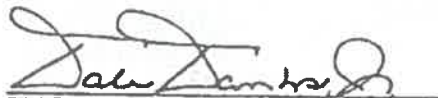
WHEREAS, the City Council of the City of Jackson, Mississippi and the Board of Supervisors of Hinds County, Mississippi have, by appropriate resolution, spread upon their minutes, duly consented, ratified, approved and confirmed the above and foregoing AGREEMENT FOR THE CREATION, MAINTENANCE AND SUPPORT OF THE JACKSON/HINDS LIBRARY SYSTEM,

NOW, THEREFORE, we, Dale Danks, Jr., Mayor of the City of Jackson, Mississippi and George S. Smith, President of the Board of Supervisors of Hinds County, Mississippi do hereby set our hands and seals, duly attested by the Clerk of the City of Jackson, Mississippi and the Clerk of the Board of Supervisors of Hinds County, Mississippi in signification and evidence thereof and said

AGREEMENT FOR THE CREATION,
MAINTENANCE AND SUPPORT OF
THE JACKSON/HINDS LIBRARY SYSTEM


shall become and by these presents is effective this date.

DONE AT JACKSON, MISSISSIPPI, this the 4th day of ~~July~~^{August},
1986.



DALE DANKS, JR. 8-4-86
MAYOR
CITY OF JACKSON, MISSISSIPPI

ATTEST:


CITY CLERK


GEORGE S. SMITH
PRESIDENT, BOARD OF SUPERVISORS,
HINDS COUNTY, MISSISSIPPI

ATTEST:


CLERK,
BOARD OF SUPERVISORS

#21

OFFICE OF THE CITY ATTORNEY
21 3/28/23

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEM FOR A KONICA MINOLTA BIZHUB 360I COPIER TO BE USED BY THE OFFICE OF ADMINISTRATION OF THE PLANNING AND DEVELOPMENT DEPARTMENT

WHEREAS, the Office of Administration of the Planning and Development Department desires to enter into a 48-month rental agreement of a copier machine; and

WHEREAS, the Advantage Business Systems provides a Konica Minolta Bizhub 360i Copier through the State of Mississippi Contract 8200062059; and

WHEREAS, it is the recommendation of the Department of Planning and Development that this contract be approved.

001.700-404-6514 \$158.00 per month/ \$0.0085 bw/ \$0.055 color

IT IS THEREFORE, ORDERED that the Mayor be authorized to execute the necessary documents with Advantage Business Systems providing for the 48-month rental of a Konica Minolta Bizhub 360i Copier to meet the needs of the Office of Administration of the Planning and Development Department related to the functions of said department at a cost of \$158.00 per month, plus a per copy price of \$0.0085 for black and white copies and \$0.055 for color copies to include service and maintenance with the exception of paper or staples.

Agenda Item No. 21
April 11, 2023
(Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 03/14/2023

DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEM FOR A KONICA MINOLTA BIZHUB -----360I COPIER TO BE USED BY THE OFFICE OF ADMINISTRATION, A DIVISION OF THE PLANNING AND DEVELOPMENT DEPARTMENT																																													
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	NA																																													
3.	Who will be affected	ADMINISTRATION DIVISION																																													
4.	Benefits	Improved office workflow																																													
5.	Schedule (beginning date)	Pending execution of rental agreement																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide																																													
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	DEPARTMENT OF PLANNING AND DEVELOPMENT ADMINISTRATION DIVISION																																													
8.	COST	\$158.00/Month/\$0.0085 Black & White/ \$0.055 Color																																													
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-700-404- 6514)																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
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Memo

To: Chokwe Lumumba, Mayor

**From: Chloe Dotson, Director
Department of Planning and Development**

Date: 02/28/2023

Re: Agenda Item

The Department of Planning Administration Division is in need of a high speed printer/copier to efficiently carry out day to day operations. Advantage Business Systems (ABS), a state contractor located in Jackson, is a credible supplier of a suitable copier, a Konica Minolta Bizhub 360i.

The requested copier monthly lease price is \$158.80 per month which includes the drums, supplies (except paper and staples) and repair maintenance plus a per copy price of \$0.0085 for black and white copies and \$0.055 for color copies.

The attached agenda item requests authorization to enter into a 48-month agreement with Advantage Business Systems (ABS).

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

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
JEM
3/22/23

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEM FOR A KONICA MINOLTA BIZHUB C360I COPIER TO BE USED BY THE OFFICE OF ADMINISTRATION OF THE PLANNING AND DEVELOPMENT DEPARTMENT is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



3/4/23

Date

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Jackson-Office of Planning (hereinafter referred to as Customer), and Advantage Business Systems (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

- A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. **INSTALLATION SITE:** At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. **INSTALLATION DATE:** The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. **ACCEPTANCE:** Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. **RELOCATION:** Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. **RENTAL TERM:** The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. **OWNERSHIP:** Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. **PAYMENTS:**

A. **INVOICING AND PAYMENTS:** The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. **E-PAYMENT:** The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. **PAYMODE:** Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. **METER READINGS:** If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. **COPY CREDITS:** If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. **USE OF EQUIPMENT:** Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. **MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:**

A. **SERVICES:** If Vendor is responsible for providing equipment services, maintenance services (except for line and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. **EXCLUSIONS:** The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. **REMEDIES:** If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. **HOLD HARMLESS:** To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence.

which the Customer shall not unreasonably withhold.

12. **ALTERATIONS, ATTACHMENTS, AND SUPPLIES:**

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. **ASSIGNMENT:** The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. **NOTICE:** Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

<p>For the Vendor: Advantage Business Systems Name Donna May Title Account Manager Address 5442 Executive Place City, State, & Zip Code Jackson, MS 39206</p>	<p>For the Customer: City of Jackson -Office of Planning Name LaTonya Miller Title Deputy Director Address 218 S President St City, State, & Zip Code Jackson MS 39201</p>
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16. **WAIVER:** Failure by the Customer 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 the Customer to enforce any provision at any time in accordance with its terms.

17. **CAPTIONS:** The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. **SEVERABILITY:** If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. **THIRD PARTY ACTION NOTIFICATION:** Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. **AUTHORITY TO CONTRACT:** Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that 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, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. **RECORD RETENTION AND ACCESS TO RECORDS:** The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the 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 the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. **E-VERIFY COMPLIANCE:** If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. **HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. **TRANSPARENCY:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. **COMPLIANCE WITH LAWS:** The Vendor understands that the Customer 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 the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 28th day of February, 2023.

Vendor: Advantage Business Systems

By: *Donna May*
Authorized Signature

Printed Name: Donna May

Title: Account Manager

WITNESS:

Witness my signature this the _____ day of _____, 20____.

Customer: City of Jackson -Office of Planning

By: _____
Authorized Signature

Printed Name: Mayor Chokwe Antar Lumumba

Title: Mayor

WITNESS:

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200062059

Vendor Company Name: Advantage Business Systems

Customer Agency Name: City of Jackson -Office of Planning

Bill to Address: P O Box 17, Jackson, MS 39205-0017

Ship to Address: 218 S President St
Jackson, MS 39201

Description of Equipment, Software, or Services
Konica Minolta Bizhub C360i
FK516 Fax, DK516 Desk

Price
\$158.00

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 48

Start Date:

End Date:

Modifications: All b/w billed @ .0085 and all color billed @ \$.055

Donna May
Vendor Signature

Customer Signature

Proposal for:

City of Jackson
OFFICE OF PLANNING



**Advantage Business
Systems**

5442 Executive Place
Jackson, MS 39206

Donna May (601)362-9192
Cell: (601)317-4298



January 3, 2023

City of Jackson
Office of Planning
218 S. President St
Jackson, MS 39201

Enclosed please find the information on the Konica Minolta Bizhub C360i color copier. I have put into the proposal some special pricing for exclusive use for the City of Jackson and also referenced State Contract # 8200062059. I hope these will meet your needs and within your price range.

We look forward to offering you the finest service available. We believe Konica Minolta quality products, blended with our excellent service, are the foundation for a successful partnership.

Thanks again for the opportunity,

Sincerely,

Donna May
Senior Account Executive
Advantage Business Systems

Konica Minolta Business Solutions U.S.A., Inc. (KMBS) is a wholly owned subsidiary of Konica Minolta Holdings, Inc., formed through the merger of Konica, Inc. and Minolta Co., Ltd. With more than 200 years of combined experience, Konica Minolta is building on a long and rich history of developing innovative imaging technologies and bringing new products to market. It is a company that continues to create fresh new impressions in the field of imaging by mobilizing its core competencies in optics, printing and copying, scanning and software to create these products and services.

Headquartered in Ramsey, New Jersey, KMBS provides its customers with complete solutions to efficiently create, reproduce, share and manage document-based information. The company provides the essentials of imaging to companies and organizations ranging from small office/home office to workgroups and departments and to large production operations. Its technologically advanced line of products and services include:

- A complete line of high-speed, high-volume document systems, up to 170 ppm and 1.25 million impressions per month.
- A full line of superior quality color imaging systems for corporate, graphics arts and production environments.
- A wide range of multifunctional workgroup and departmental document systems and facsimile machines with advanced functionality such as network scanning and Internet faxing.
- Software solutions designed to bridge the gap between computers and document systems, offering capabilities from easy scan-to-file to automated document manipulation to total workflow process solutions.
- Desktop monochrome and color laser printing systems.
- Professional services for infrastructure management and document process streamlining.
- Advanced scanning and micrographics systems for document imaging.
- World-class sales, service and support through an extensive network of direct sales offices, authorized dealers, resellers and distributors in the United States, Canada, Mexico, Central America and South America.

Advantage Business Systems Overview

Advantage Business Systems was founded in 1976 by Tom Day. Since its inception, Advantage Business Systems has grown rapidly to become one of the premier office equipment suppliers in Central Mississippi. The fast growth is attributed to all of our people being dedicated to providing the finest customer service and representing the innovative digital technologies that Minolta offers.

Our dedication to service is exemplified by our multiple Pro-Tech service awards we have earned and the loyalty of thousands of customers in the metro area.

The service we provide is backed by our Performance Uptime Guarantee, which insures that your equipment is as productive as possible.

We are excited to have the opportunity to serve your company's document management needs now and into the future.

PROPOSED CONFIGURATION

The following Konica Minolta Bizhub C360i Digital Color System provides these features:

- 36 ppm b/w and 36 ppm full color
- 100,000 sheet monthly duty cycle
- Dual Head Scanner (100 sheets)
- 1800 x 600dpi scanning
- 2 X 500 sheet universal cassette and 150 sheet intelligent bypass
- 256 color shades per pixel
- Standard and custom paper size support up to 12" x 18"
- 9" Touch and Swipe Control Panel
- Network Printing
- Network Scanning
- Super 3G Fax
- [Banner Printing](#)
- Box Functionality
- Print to/from USB
- Print from iPod, iPad, Android Device, Air Print



Your Investment:
48 Month Rental: \$158.00

Maintenance

Maintenance Program includes:

- All toner cartridges
- All other consumables except paper & staples
- All parts, drums, labor and service calls
- Preventative maintenance procedures
- Unlimited on-site customer training
- Can be billed monthly, quarterly or annually

Bizhub C360i billed monthly @ \$.0085 for b/w and \$.055 for color.
(Based on single sided, letter sized image)

#22

OFFICE OF THE CITY ATTORNEY
JPC
4/28/23

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEM FOR A KONICA MINOLTA BIZHUB 360I COPIER TO BE USED BY THE OFFICE OF RENTAL REGISTRATION, A DIVISION OF THE PLANNING AND DEVELOPMENT DEPARTMENT

WHEREAS, the Office of Rental Registration Division of the Planning and Development Department desires to enter into a 48-month rental agreement of a copier machine; and

WHEREAS, the Advantage Business Systems provides a Konica Minolta Bizhub 360i Copier through the State of Mississippi Contract 8200062059; and

WHEREAS, it is the recommendation of the Department of Planning and Development that this contract be approved.

001.404.40.6514 \$120.00 per month/ \$0.0079 bw

IT IS THEREFORE, ORDERED that the Mayor be authorized to execute the necessary documents with Advantage Business Systems providing for the 48-month rental of a Konica Minolta Bizhub 360i Copier to meet the needs of the Office of Rental Registration as related to the functions of said division at a cost of \$120.00 per month, plus a per copy price of \$0.0079 for black and white copies to include service and maintenance with the exception of paper or staples.

Agenda Item No. 22
April 11, 2023
(Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 03/14/2023
DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEM FOR A KONICA MINOLTA BIZHUB 360I BLACKIWHITE COPIER TO BE USED BY THE OFFICE OF RENTAL REGISTRATION, A DIVISION OF THE PLANNING AND DEVELOPMENT DEPARTMENT
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	NA
3.	Who will be affected	RENTAL REGISTRATION DIVISION
4.	Benefits	Improved office workflow
5.	Schedule (beginning date)	Pending execution of rental agreement
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	DEPARTMENT OF PLANNING AND DEVELOPMENT RENTAL REGISTRATION DIVISION
8.	COST	\$120.00/Month/\$0.0079 Black & White
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-404-40- 6514)
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____



Memo

To: Chokwe Lumumba, Mayor

**From: Chloe Dotson, Director
Department of Planning and Development**

Date: 02/17/2023

Re: Agenda Item

The Rental Registration Division is in need of a high speed printer/copier to efficiently carry out day to day operations. Advantage Business Systems (ABS), a state contractor located in Jackson, is a credible supplier of a suitable copier, a Konica Minolta Bizhub 360i.

The requested copier monthly lease price is \$120 per month which includes the drums, supplies (except paper and staples) and repair maintenance plus a per copy price of \$0.0079 for black and white copies.

The attached agenda item requests authorization to enter into a 48-month agreement with Advantage Business Systems (ABS).

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

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEM FOR A KONICA MINOLTA BIZHUB 360I COPIER TO BE USED BY THE OFFICE OF RENTAL REGISTRATION, A DIVISION OF THE PLANNING AND DEVELOPMENT DEPARTMENT is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



4/4/23

Date

OFFICE OF THE CITY ATTORNEY
4/20/23

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Jackson - Rental Registration (hereinafter referred to as Customer), and Advantage Business Systems (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

- A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. **INSTALLATION SITE:** At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. **INSTALLATION DATE:** The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. **ACCEPTANCE:** Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. **RELOCATION:** Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. **RENTAL TERM:** The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. **OWNERSHIP:** Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. **PAYMENTS:**

A. **INVOICING AND PAYMENTS:** The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. **PAYMENT:** The Vendor agrees to accept all payments in United States currency. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. **PAYMODE:** Payments shall be made by City of Jackson using its accounting system, Tyler Munis. The City, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the City is exempt from the payment of taxes. All payments shall be in United States currency.

B. **METER READINGS:** If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. **COPY CREDITS:** If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. **USE OF EQUIPMENT:** Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. **MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:**

A. **SERVICES:** If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. **EXCLUSIONS:** The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. **REMEDIES:** If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. **HOLD HARMLESS:** To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence.

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Advantage Business Systems
Name Donna May
Title Account Manager
Address 5442 Executive Place
City, State, & Zip Code Jackson, MS 39206

For the Customer:

City of Jackson -Rental Registration
Name LaTonya Miller
Title
Address 200 S. President St.
City, State, & Zip Code Jackson, MS 39201

16. WAIVER: Failure by the Customer 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 the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that 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, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. **RECORD RETENTION AND ACCESS TO RECORDS:** The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the 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 the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. **E-VERIFY COMPLIANCE:** If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both—in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. **HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. **TRANSPARENCY:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. **COMPLIANCE WITH LAWS:** The Vendor understands that the Customer 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 the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 5th day of April, 2023.

Vendor: Advantage Business Systems

By: 
Authorized Signature

Printed Name: Donna May

Title: Account Manager

WITNESS:

Witness my signature this the _____ day of _____, 20____.

Customer: City of Jackson-Rental Registration

By: _____
Authorized Signature

Printed Name: Chokwe A. Lumumba

Title: Mayor

WITNESS:

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200062059

Vendor Company Name: Advantage Business Systems

Customer Agency Name: City of Jackson-Rental Registration

Bill to Address: 200 S President St. Jackson, MS 39201

Ship to Address: SAME

Description of Equipment, Software, or Services
Bizhub 360i
DKS18

Price
\$120.00

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 48 months

Start Date:

End Date:

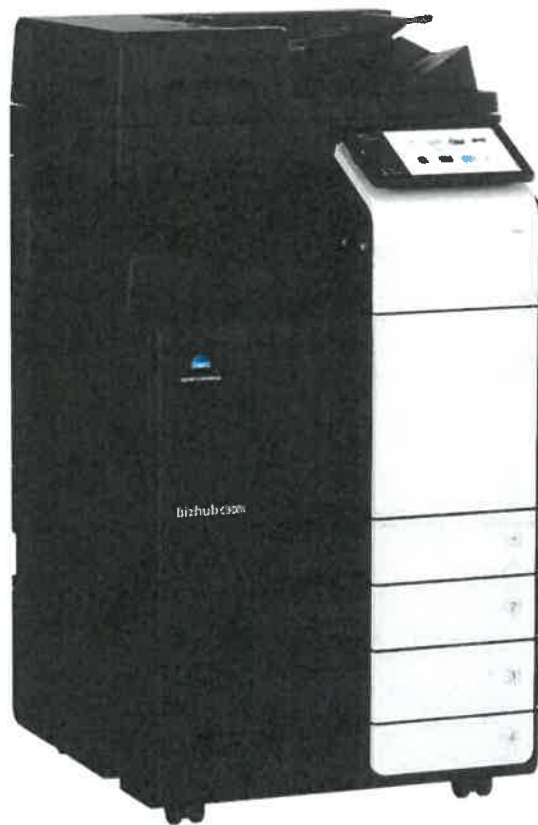
Modifications: Maintenance billed monthly for copier @ \$.0079 for all b/w


Vendor Signature

Customer Signature

Proposal for:

City of Jackson
Rental Registration



**Advantage Business
Systems**

5442 Executive Place
Jackson, MS 39206

Donna May (601)362-9192
Cell: (601)317-4298



January 3, 2023

City of Jackson
Rental Registration
218 S. President St
Jackson, MS 39201

Enclosed please find the information on the Konica Minolta Bizhub 360i b/w copier. I have put into the proposal some special pricing for exclusive use for the City of Jackson and also referenced State Contract # 8200062059. I hope these will meet your needs and within your price range.

We look forward to offering you the finest service available. We believe Konica Minolta quality products, blended with our excellent service, are the foundation for a successful partnership.

Thanks again for the opportunity,

Sincerely,

Donna May
Senior Account Executive
Advantage Business Systems

Konica Minolta Overview

Konica Minolta Business Solutions U.S.A., Inc. (KMBS) is a wholly owned subsidiary of Konica Minolta Holdings, Inc., formed through the merger of Konica, Inc. and Minolta Co., Ltd. With more than 200 years of combined experience, Konica Minolta is building on a long and rich history of developing innovative imaging technologies and bringing new products to market. It is a company that continues to create fresh new impressions in the field of imaging by mobilizing its core competencies in optics, printing and copying, scanning and software to create these products and services.

Headquartered in Ramsey, New Jersey, KMBS provides its customers with complete solutions to efficiently create, reproduce, share and manage document-based information. The company provides the essentials of imaging to companies and organizations ranging from small office/home office to workgroups and departments and to large production operations. Its technologically advanced line of products and services include:

- A complete line of high-speed, high-volume document systems, up to 170 ppm and 1.25 million impressions per month.
- A full line of superior quality color imaging systems for corporate, graphics arts and production environments.
- A wide range of multifunctional workgroup and departmental document systems and facsimile machines with advanced functionality such as network scanning and Internet faxing.
- Software solutions designed to bridge the gap between computers and document systems, offering capabilities from easy scan-to-file to automated document manipulation to total workflow process solutions.
- Desktop monochrome and color laser printing systems.
- Professional services for infrastructure management and document process streamlining.
- Advanced scanning and micrographics systems for document imaging.
- World-class sales, service and support through an extensive network of direct sales offices, authorized dealers, resellers and distributors in the United States, Canada, Mexico, Central America and South America.

Advantage Business Systems Overview

Advantage Business Systems was founded in 1976 by Tom Day. Since its inception, Advantage Business Systems has grown rapidly to become one of the premier office equipment suppliers in Central Mississippi. The fast growth is attributed to all of our people being dedicated to providing the finest customer service and representing the innovative digital technologies that Minolta offers.

Our dedication to service is exemplified by our multiple Pro-Tech service awards we have earned and the loyalty of thousands of customers in the metro area.

The service we provide is backed by our Performance Uptime Guarantee, which insures that your equipment is as productive as possible.

We are excited to have the opportunity to serve your company's document management needs now and into the future.

PROPOSED CONFIGURATION

The Konica Minolta Bizhub 360i Digital System provides these features:

- 36 ppm b/w
- 200,000 sheet monthly duty cycle
- Dual Head Scanner
- 1800 x 600dpi scanning
- Warm up time of less than 25 seconds
- 2 X 500 sheet universal cassette, Large Capacity Drawer and 150 sheet intelligent bypass
- Polymerized toner system
- Standard and custom paper size support up to 11" x 17"
- 9" Touch and Swipe Control Panel
- Network Printing
- Network Color Scanning
- Box Functionality
- Print to/from USB
- **PageScope Mobile Print Application (from iPod, iPhone, and iPad or Android device) ***



- **Bizhub 360i Digital Color Copier/Printer**
- **Desk**

Your Investment:

48 Month Rental: \$120.00

Maintenance

Maintenance Program includes:

- All toner cartridges
- All other consumables except paper & staples
- All parts, drums, labor and service calls
- Preventative maintenance procedures
- Unlimited on-site customer training
- Can be billed monthly, quarterly or annually

Bizhub 360i billed monthly @ \$.0079 for all b/w

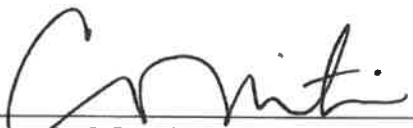
(Based on single sided, letter sized image)

Office of the City Attorney


455 East Capitol Street
Post Office Box 2779
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OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEM FOR A KONICA MINOLTA BIZHUB 360I COPIER TO BE USED BY THE OFFICE OF ADMINISTRATION, A DIVISION OF THE PLANNING AND DEVELOPMENT DEPARTMENT** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney 

3/28/23

Date

OFFICE OF THE CITY ATTORNEY
3/28/23

#23

OFFICE OF THE CITY ATTORNEY
JBL 3/16/23

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEM FOR A KONICA MINOLTA BIZHUB 360I COPIER TO BE USED BY THE OFFICE OF ECONOMIC DEVELOPMENT, A DIVISION OF THE PLANNING AND DEVELOPMENT DEPARTMENT

WHEREAS, the Office of Economic Development of the Planning and Development Department desires to enter into a 48-month rental agreement of a copier machine; and

WHEREAS, the Advantage Business Systems provides a Konica Minolta Bizhub 360i Copier through the State of Mississippi Contract 8200062059; and

WHEREAS, it is the recommendation of the Department of Planning and Development that this contract be approved.

001.404.40.6514 \$120.00 per month/ \$0.0079 bw

IT IS THEREFORE, ORDERED that the Mayor be authorized to execute the necessary documents with Advantage Business Systems providing for the 48-month rental of a Konica Minolta Bizhub 360i Copier to meet the needs of the Office of Economic Development as related to the functions of said division at a cost of \$120.00 per month, plus a per copy price of \$0.0079 for black and white copies to include service and maintenance with the exception of paper or staples.

Agenda Item No. 23
April 11, 2023
(Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 03/08/2023

DATE

P O I N T S		C O M M E N T S	
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEM FOR A KONICA MINOLTA BIZHUB 3601 BLACKIWHITE COPIER TO BE USED BY THE OFFICE OF ECONOMIC DEVELOPMENT, A DIVISION OF THE PLANNING AND DEVELOPMENT DEPARTMENT	
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	NA	
3.	Who will be affected	OFFICE OF ECONOMIC DEVELOPMENT	
4.	Benefits	Improved office workflow	
5.	Schedule (beginning date)	Pending execution of rental agreement	
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Citywide	
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	DEPARTMENT OF PLANNING AND DEVELOPMENT OFFICE OF ECONOMIC DEVELOPMENT	
8.	COST	\$120.00/Month/\$0.0079 Black & White	
9.	Source of Funding ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUNDING (001-404-40- 6514)	
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____	



Memo

To: Chokwe Lumumba, Mayor

**From: Chloe Dotson, Director
Department of Planning and Development**

Date: March 8, 2023

Re: ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEM FOR A KONICA MINOLTA BIZHUB 360I COPIER TO BE USED BY THE OFFICE OF ECONOMIC DEVELOPMENT, A DIVISION OF THE PLANNING AND DEVELOPMENT DEPARTMENT

The Office of Economic Development is in need of a high speed printer/copier to efficiently carry out day to day operations. Advantage Business Systems (ABS), a state contractor located in Jackson, is a credible supplier of a suitable copier, a Konica Minolta Bizhub 360i.

The requested copier monthly lease price is \$120 per month which includes the drums, supplies (except paper and staples) and repair maintenance plus a per copy price of \$0.0079 for black and white copies.

The attached agenda item requests authorization to enter into a 48-month agreement with Advantage Business Systems (ABS).

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

**RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS**
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Jackson-Economic Development (hereinafter referred to as Customer), and Advantage Business Systems (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. **CUSTOMER ACCOUNT ESTABLISHMENT:**

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. **EQUIPMENT SELECTION, PRICES, AND AGREEMENT:** The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. **SHIPPING AND TRANSPORTATION:** Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. **RISK OF LOSS OR DAMAGE TO EQUIPMENT:** While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. **DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:**

- A. **DELIVERY:** Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. **COPY CREDITS:** If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. **USE OF EQUIPMENT:** Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. **MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:**

A. **SERVICES:** If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. **EXCLUSIONS:** The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. **REMEDIES:** If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. **HOLD HARMLESS:** To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Advantage Business Systems
Name Donna May
Title Account Manager
Address 5442 Executive Place
City, State, & Zip Code Jackson, MS 39206

For the Customer:

City of Jackson Economic Development
Name Yika Hoover
Title Deputy Director
Address 200 S President St
City, State, & Zip Code Jackson, MS 39201

16. WAIVER: Failure by the Customer 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 the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that 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, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. **RECORD RETENTION AND ACCESS TO RECORDS:** The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the 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 the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. **E-VERIFY COMPLIANCE:** If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both –in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. **HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. **TRANSPARENCY:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi’s accountability website at: <http://www.transparency.mississippi.gov>.

31. **COMPLIANCE WITH LAWS:** The Vendor understands that the Customer 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 the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 9th day of March, 2023.

Vendor: Advantage Business Systems

By: Donna May
Authorized Signature

Printed Name: Donna May

Title: Account Manager

WITNESS:

Witness my signature this the _____ day of _____, 20_____.

Customer: City of Jackson -Economic Development

By: _____
Authorized Signature

Printed Name: Mayor Chokwe Antar Lumumba

Title: Mayor

WITNESS:

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI AGENCIES AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200062059

Vendor Company Name: Advantage Business Systems

Customer Agency Name: City of Jackson Economic Development

Bill to Address: P O Box 17, Jackson, MS 39205-0017

Ship to Address: 200 S President St
Jackson, MS 39201

Description of Equipment, Software, or Services
Konica Minolta Bizhub C360i
FK516 Fax, DK516 Desk

Price
\$158.00

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 48

Start Date:

End Date:

Modifications: All b/w billed @ .0085 and all color billed @ \$.055



Vendor Signature

Customer Signature

#24

ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH HINDS COMMUNITY COLLEGE TO PROVIDE WORKFORCE DEVELOPMENT TRAINING FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD)

OFFICE
M

APR 11 2023

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

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

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

WHEREAS, the Chief Administrative Officer desires a consultant to provide workforce development training to participants for the EPHD workforce development program; and

WHEREAS, Hinds Community College will, as a consultant under the EPHD program, provide workforce development training using its Electro-Mechanical Technology curriculum to prepare students for the job market and equip them with instruction in a variety of areas, including machinery maintenance, blueprint reading, CAD, and PLC programming; and

WHEREAS, the Chief Administrative Officer recommends the use of grant funds to compensate Hinds Community College as an independent contractor for participants' tuition, registration fees, technology fees, tools, and books in a total amount not to exceed \$285,000.00 during the grant period of April 11, 2023 through September 30, 2023; and

WHEREAS, in light of the grant extension, the Chief Administrative Officer recommends that the Jackson City Council authorize the Mayor to enter into an independent contractor relationship with Hinds Community College to provide workforce development training services from April 11, 2023 through September 30, 2023; and

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

Agenda item No. 24
April 11, 2023
(Dotson, Lumumba)

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

IT IS THEREFORE ORDERED that the Mayor be authorized to enter into an agreement with Hinds Community College to provide workforce development training to EPHD workforce development program participants from April 11, 2023 through September 30, 2023.

IT IS FURTHER ORDERED that upon the submission of invoices semesterly to the City of Jackson, Hinds Community College shall be paid an amount not to exceed \$285,000.00 from grant funds for EPHD workforce development program participants' tuition, registration fees, technology fees, tools, and books.

Item# _____
Agenda Date: April 11, 2023
By: (Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: February 14, 2023

1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH HINDS COMMUNITY COLLEGE TO PROVIDE WORKFORCE DEVELOPMENT TRAINING FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD)						
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. Economic Development						
3.	Who will be affected	City of Jackson						
4.	Benefits	Data-informed decision-making for City leadership						
5.	Schedule (beginning date)	Upon Approval						
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide						
7.	<input type="checkbox"/> Action implemented by: <input type="checkbox"/> ▪ City Department <input type="checkbox"/> ▪ Consultant	CAO						
8.	COST	Not to exceed \$285,000						
9.	<input type="checkbox"/> Source of Funding <input type="checkbox"/> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other	W.K.Kellogg Foundation Grant <i>Economic Pathways to Human Dignity</i>						
10.	EBO participation	ABE	_____ %	WAIVER	yes _____	no _____	N/A	<u> X </u>
		AABE	_____ %	WAIVER	yes _____	no _____	N/A	<u> X </u>
		WBE	_____ %	WAIVER	yes _____	no _____	N/A	<u> X </u>
		HBE	_____ %	WAIVER	yes _____	no _____	N/A	<u> X </u>
		NABE	_____ %	WAIVER	yes _____	no _____	N/A	<u> X </u>
POINTS		COMMENTS						

MEMORANDUM



OFFICE OF THE CITY ATTORNEY

TO: Mayor Chokwe Lumumba

FROM: Louis Wright, CAO

DATE: February 14, 2023

RE: **ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH HINDS COMMUNITY COLLEGE TO PROVIDE WORKFORCE DEVELOPMENT TRAINING FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD)**

The agenda item which accompanies this memo requests that the City Council authorize the Mayor to enter into an agreement with Hinds Community College to provide workforce development training for the W.K. Kellogg foundation-funded project, economic pathways to human dignity: building occupational opportunities & economic growth (EPHD). The City of Jackson will compensate Hinds Community College for tuition, not to exceed \$285,000.00 to provide Electro-Mechanical Technology career certification. Funds will be paid by the W. K. Kellogg Foundation-funded Project, *Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth*.



W.K.
KELLOGG
FOUNDATION

A Partner With Communities Where Children Come First

One Michigan Avenue East
Battle Creek, MI 49017-4012

MAIN 269.968.1611
FAX 269.968.0413

wkkf.org

June 28, 2022

Jhai Keeton
Deputy Director of Economic Development
City of Jackson
200 S. President St.
Jackson, Mississippi 39205

RE: P-P0131760-2019 (Please refer to this number when writing to the W.K. Kellogg Foundation about this project.)

Dear Jhai Keeton:

The agreement dated April 29, 2019 ("Agreement"), between the W.K. Kellogg Foundation ("Foundation") and City of Jackson ("Grantee") is hereby amended as stated below. The purpose of the grant is to increase employment opportunities for low-income families of color through a stratified framework of workforce and economic development, job creation and employer engagement to achieve family economic security and regional prosperity. This letter of amendment ("Amendment") is based on the amendment request reference number P-P0131760-2019 ("Amendment Request"), submitted to the Foundation via its grantee portal.

This Amendment provides an extension of the Grant Period through September 30, 2023. This amendment does not in any way increase the Foundation's commitment. As a reminder, reports for the period ending March 31, 2022, are due now. The budget for the remaining Reporting Period of April 1, 2022, through September 30, 2023, will be established after financial reporting has been submitted and approved by the Foundation program officer.

This Amendment may be executed in counterparts, and each counterpart will be deemed an original and all of which taken together will constitute one signed agreement between the parties. Such counterparts may be delivered in electronic format, including by facsimile, email or other transmission method, and such electronic delivery of an executed counterpart signature page to this Amendment shall be as effective as physical delivery of a manually executed counterpart. To the fullest extent permitted by law, any electronic signature to this Amendment shall have the same legal validity and enforceability as a manual signature, and the parties hereby waive any objection thereto. Minor variations in the form of the signature page, including footers from earlier versions of this Amendment, shall be disregarded in determining a party's intent or the effectiveness of such signature.

This Amendment will be governed by and construed in accordance with the governing laws set forth in the Agreement. All other terms and conditions contained in the Agreement continue to apply for the life of the grant. All capitalized terms used but not defined in this Amendment shall have the meaning given in the Agreement.

If you have any questions about the terms or conditions of this Amendment, please contact Grant Services at (269) 969-2330 or grantservices@wkkf.org. On behalf of the Foundation, I extend every good wish for the continued success of this effort.

Sincerely,

A handwritten signature in black ink, appearing to read "Emily Sheffieck". The signature is written in a cursive, flowing style.

Emily Sheffieck
Grant Analyst



A Partner With Communities Where Children Come First

One Michigan Avenue East
 Battle Creek, MI 49017-4012
 MAIN 269.968.1611
 FAX 269.968.0413
 wkkf.org

April 29, 2019

Dr. Robert Blaine
 Chief Administrative Officer
 City of Jackson
 206 S President St.
 Jackson, MS 39205

RE: P0131760 (Please refer to this P number in ALL correspondence/reports)

Dear Dr. Blaine:

The W.K. Kellogg Foundation ("Foundation") is pleased to award the City of Jackson ("Grantee") a grant in the amount of \$1,895,000 for the Grant Period of April 1, 2019, through March 31, 2022, to increase employment opportunities for low-income families of color through a stratified framework of workforce and economic development, job creation and employer engagement to achieve family economic security and regional prosperity. Grant funds shall be used solely as specified in the proposal submitted on April 22, 2019, which is incorporated herein by reference (the "Project") and in accordance with the following terms and conditions of this Grant Agreement ("Agreement").

- Budget, Reporting Period(s) and Expenditures:** Grant funds shall be used solely for the purpose of the Project and only as indicated in the approved line-item budget submitted by Grantee as specified below. Grantee must obtain advance written approval from the Foundation program officer for disbursements substantially deviating from this budget. Expenses directly tracked to the grant are allowed. The Personnel budget category should include only salaries, benefits and payroll taxes for individuals working directly on the Project. Expenses charged to the Personnel budget category must be based on actual time spent working directly on the Project and shall be tracked through the use of time sheets or time studies. In limited circumstances, indirect costs are permitted and require preapproval from your Foundation program officer. Indirect costs are expenditures for activities or services that are not directly tracked to the Project, but rather are an allocation or percentage of organization-wide expenses. If approved, indirect costs shall not exceed 15 percent of the total grant amount (excluding indirect costs). Indirect costs exceeding this percentage or not preapproved by your Foundation program officer may be disallowed. Expenses must be incurred against the budget and during the approved timeline of reporting [hereinafter incorporated by reference as "Reporting Period(s)"] as follows:

	4/1/19-3/31/20	4/1/20-3/31/21	4/1/21-3/31/22	Total
Personnel	\$140,000	\$460,000	\$460,000	\$1,060,000
Contractual Services	\$ 25,000	\$ 5,000	\$ 0	\$ 30,000
Evaluation	\$ 50,000	\$ 50,000	\$ 50,000	\$ 150,000
Meetings & Conferences	\$110,000	\$130,000	\$115,000	\$ 355,000
Travel	\$ 15,000	\$ 15,000	\$ 15,000	\$ 45,000

Sub-grants to partner CBOs	\$ 0	\$120,000	\$120,000	\$ 240,000
Indirect Costs - Office Supplies	\$ 5,000	\$ 5,000	\$ 5,000	\$ 15,000
Grand Total	\$345,000	\$785,000	\$765,000	\$1,895,000

2. **Payment:** Upon receipt of Grantee’s signed acceptance of this Agreement, payment of \$345,000 will be made to Grantee. Successive payments are contingent upon receipt and approval of reports, as defined in the Reporting section, which demonstrate to the Foundation satisfactory progress of the stated objectives of the Project. The Foundation reserves the right to change or adjust the payment schedule of the grant at any time and will inform Grantee of such change.

3. **No Earmarking:** Beyond the rights and obligations specifically stated in this Agreement, the Foundation disclaims any right to control or otherwise influence Grantee’s use of these funds. Accordingly, the Foundation will not engage in earmarking any funds under this Agreement.

4. **Subgranting:** Subgranting occurs when Grantee provides Foundation funds in the form of a grant to one or more organizations that are selected by the Grantee. The Foundation retains no rights to select or veto ultimate recipients. Financial reporting on subgrants must be done on a cash basis.

5. **Accounting and Audit:** Grantee must maintain a separate accounting for this grant. This should be accomplished through the establishment of a separate general ledger account, fund or cost center. Grantee is encouraged to use all interest earned on grant funds to further the Project; however, a formal accounting of such income is not required. Grantee shall (i) maintain complete and accurate separate accounting, detailing receipts and expenditures made under the grant, and (ii) retain these records during the Grant Period and continuing at least four (4) years after receipt and acceptance of the final report. During this time, Grantee shall make such records available to the Foundation (or its designated representatives) for inspection or audit at the Foundation’s expense and on reasonable notice to Grantee. The Foundation may also, at its expense and on reasonable notice to Grantee, monitor and evaluate operations under this grant, including on-site visits to observe Grantee’s procedures and talk with Grantee’s personnel.

6. **Reporting:** Within 45 days following the end of each Reporting Period, the Grantee will furnish to the Foundation program officer a report. The report will contain (i) a narrative report of what was accomplished by expenditure of the grant funds, (ii) an evaluation report and (iii) a financial statement reporting expenditures according to the approved grant budget. This reporting should be done using consistent accounting practices (cash or accrual) and should be certified only by an agent of the Grantee authorized to submit financial accounting on behalf of the Grantee. Failure to submit timely reports will result in delay in processing any subsequent payments to Grantee. A final report (which includes a narrative report and a financial statement of expenditures) is to be provided to the Foundation no later than three (3) months after the close of the final Reporting Period. Any unexpended funds remaining at the end of the final Reporting Period must be immediately returned to the Foundation, unless an extension has been approved in writing by the Foundation. Grantee agrees to provide the Foundation, upon request, a copy of all information relating to the results, findings or methods developed under the grant.

7. **Evaluation:** Evaluation is an essential integrated part of the Foundation’s grantmaking, as we view evaluation as an important tool to track impact and to generate learning. For that, the Foundation supports Grantee’s evaluation efforts to strengthen and/or build its internal organizational capacity to produce and use data and knowledge in advancing its work. The Foundation recommends that

Grantee consider developing an evaluation plan as a best practice so the evaluation activities and the reports will be guided by the plan. The evaluation reports created regarding the Project are to be submitted by the Grantee, in electronic format, along with Grantee's narrative and financial reports at the end of each Reporting Period.

8. **Legal and Tax Requirements:** Grantee represents and warrants to the Foundation that:
- A. Grantee is an organization in good standing, is either a governmental unit or an organization described in Section 501(c)(3) of the U.S. Internal Revenue Code ("Code"), and is not a "private foundation" within the meaning of Section 509(a) of the Code. Grantee will notify the Foundation immediately of any change in its tax status.
 - B. Grant funds may be expended only for charitable, educational, literary or scientific purposes. In no event will Grantee use grant funds or any income earned thereon:
 - a) To carry on propaganda or otherwise to attempt to influence legislation (within the meaning of Section 4945(d)(1) of the Code).
 - b) To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code).
 - c) To make grants to individuals or to other organizations for travel, study or similar purpose that do not comply with the requirements of Section 4945(d)(3) or (4) of the Code.
 - d) To undertake any activity other than for a charitable, educational, literary or scientific purpose specified in Section 170(c)(2)(B) of the Code.
 - C. Grantee agrees that any subgrant utilizing funds from this grant must only be made to a governmental unit or an organization described in Section 501(c)(3) of the Code and which is not a "private foundation" within the meaning of Section 509(a) of the Code.
 - D. No part of the grant can inure to the benefit of any private person or entity in violation of Section 501(c)(3) and 4941 of the Code, including, but not limited to, any Foundation trustee, officer, employee, or his/her spouse, children, grandchildren, and great grandchildren or their respective spouses for any purpose.
 - E. Any payments made to or on behalf of any United States government official (federal, state, or local) in connection with this grant shall be limited to actual transportation costs solely within the United States plus an amount for related expenses (hotel, meals, etc.) at a rate not exceeding the standard per diem rate established by the U.S. General Services Administration.
 - F. Grantee is permitted under all applicable laws, ordinances, rules, and policies, including those concerning government ethics, to conduct the Project under the terms and conditions of this Agreement and to accept and use resources from the Foundation for such purposes.
 - G. Grantee agrees to conduct the Project in a manner that complies with all applicable laws, ordinances, rules, and policies.
 - H. Grantee has obtained all necessary approvals from State and City attorneys, ethics bodies, and other authorities necessary to ensure that it may conduct the Project under the terms and conditions of this Agreement and accept and use resources from the Foundation for such purposes.

- I. Communications between the Foundation and Grantee that are related to this Agreement or that are related to the Project do not constitute lobbying within the meaning of Mississippi Code. Annotated § 5-8-1.
9. **Patriot Act Compliance:** Grantee certifies that Foundation funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders including, but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224. Furthermore, Grantee agrees to ensure that any Foundation funds, either directly or through a subgrant, will not be disbursed to any organization or individual listed on the United States Government's Terrorist Exclusion List or the Office of Foreign Assets Control (OFAC) Specially Designated Nationals & Blocked Persons List. In addition, Grantee takes reasonable steps to ensure that its board, staff and subgrantees have no dealings whatsoever with known terrorist organizations.
10. **Ownership and Royalties:** Grantee and/or its subgrantee(s) will own all right, title and interest in and to all intellectual property, inventions, work products and works of authorship, including but not limited to literary and artistic works, products, materials, information and computer software, created or developed as a result of this grant (the "Developed Materials"). Grantee hereby grants to the Foundation, and shall ensure that each subgrantee grants to the Foundation, a perpetual, irrevocable, worldwide, royalty-free, non-exclusive right and license, with the right to grant sublicenses, to use, publish, distribute, display, perform, reproduce, copy, modify and prepare derivative works based upon the Developed Materials for non-commercial purposes. Grantee shall provide and cause each subgrantee to provide to the Foundation such further instruments as the Foundation may request to evidence, establish, maintain, or protect the Foundation's license rights. Any moneys realized by the Grantee or any subgrantee from sales or licenses of the intellectual property created or developed from this grant must be utilized exclusively for educational and charitable purposes and shall not inure to the personal benefit of any individual or noncharitable entity.
11. **Termination/Repayment of Grant Funds:** The Foundation reserves the right to discontinue funding and terminate the grant at any time if the Foundation determines, in its sole discretion, that: (i) it is not satisfied with the progress of the grant or the content of any written report, (ii) grant funds are not being used by Grantee or any subgrantee in an effective and efficient manner to further the grant's purpose or (iii) Grantee or any subgrantee has otherwise failed to comply with the terms of this Agreement. In the event the Foundation makes any such determination, the Foundation shall have the right to (i) discontinue any further payments to Grantee (under this or any other agreement the Foundation may have with Grantee), (ii) direct Grantee to repay to the Foundation any grant funds not used in accordance with this agreement and (iii) set-off any funds owing to the Foundation by Grantee under this agreement against funds the Foundation may owe Grantee under any other agreement.
12. **Release and Indemnity:** To the fullest extent permitted by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, trustees, employees, representatives and agents from and against any and all claims, demands, suits, damages, liabilities, injuries (personal or bodily), property damage, causes of action, losses, judgments, costs, expenses and penalties, including, without limitation, court costs and attorney's fees, arising out of (directly or indirectly) or related in any way to the negligent or wrongful acts or omissions of Grantee or any Grantee director, officer, employee, subgrantee, contractor or agent in connection with this

grant or Project, except to the extent resulting from the negligent or wrongful acts or omissions of the Foundation.

13. **Equal Opportunity:** The Foundation gives high priority to the realization of equality of opportunity for all members of society and strongly encourages diversity by the Grantee in all aspects of the Project and throughout all levels of the organization.
14. **Assignment Clause:** This Agreement, or any of the rights, obligations or funds awarded under this Agreement, may not be assigned without the Foundation's prior written consent. An assignment includes (i) any transfer of the Project; (ii) an assignment by operation of law, including a merger or consolidation; or (iii) the sale or transfer of all or substantially all of Grantee's assets.
15. **Use of Logo/Letterhead/Copyright:** The name, logo, letterhead or any item copyrighted by the Foundation may not be used by Grantee or any subgrantee without the written permission from the Foundation's communications department.
16. **Governing Law and Compliance:** This Agreement will be governed by and construed in accordance with the laws of the state of Michigan, with jurisdiction in the State and Federal Courts of Michigan. Grantee and all subgrantees will comply with all applicable local, state and federal laws and regulations.
17. **Entire Agreement, Severability and Amendment:** This Agreement contains the entire agreement between the Foundation and the Grantee relating to the subject matter hereof and supersedes all prior and contemporaneous negotiations, correspondence, understandings and agreements between the parties relating to the subject matter hereof. This Agreement may be modified or amended only by mutual written consent of the parties. In the event of any conflicting terms between this Agreement and the Project, this Agreement will supersede and govern. The Foundation's waiver or failure to enforce the terms and conditions of this Agreement in one instance shall not constitute a waiver of its rights hereunder with respect to other violations of this Agreement.
18. **Grantee Contact Information:** Grantee has indicated the following individuals hold key roles for this Project. Grantee shall provide written notification to the Foundation of any changes:

Legal Designee: Robert Blaine, Chief Administrative Officer

Financial Designee: LaaWanda Horton, Director of Finance

Project Director: Robert Blaine, Chief Administrative Officer

19. **Foundation Contact Information:** Your Foundation contact information for this grant is as follows:

Program Officer: Paula R. Sammons, PRS@wkkf.org

Grant Support: Robyn Villanueva Keller, robyn.keller@wkkf.org, (269) 969-2661

If you have any questions about the terms or conditions of this Agreement, please contact Kristin Duffy directly at (269) 969-2095 or kristin.duffy@wkkf.org. On behalf of the Foundation, I extend every good wish for the success of this effort.

Sincerely,

DocuSigned by:
Ann C. Sherzer
D7A090125542458
Ann C. Sherzer

Grants & Contracts Sr. Manager/Staff Attorney

As an authorized representative of the City of Jackson, Robert Blaine, Chief Administrative Officer, agrees to the terms and conditions of this Agreement.

Signature of Grantee:

DocuSigned by:
Robert Blaine 4/29/2019
8F19E88C7A5E41B...
Robert Blaine

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
Bell 2/24/23

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH HINDS COMMUNITY COLLEGE TO PROVIDE WORKFORCE DEVELOPMENT TRAINING FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



4/4/23
Date

#25

OFFICE OF THE CITY ATTORNEY
3/15/23

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 JTRAN BUS STOP SIGNAGE

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 materials used for JTRAN bus stop signage; and

WHEREAS, in response to the Request for Proposals, the Transit Division received a response from one (1) company qualified to provide said signage; and

WHEREAS, the bid of Hemphill Construction Company, Inc. in the amount of one hundred fifty-nine thousand seven hundred seventy-six dollars and twenty-five cents (\$159,776.25) 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 the materials used for the bus stop signage of the City’s public transportation system at a cost not to exceed one hundred fifty-nine thousand seven hundred seventy-six dollars and twenty-five cents (\$159,776.25); and

WHEREAS, the Federal Transit Administration will pay eighty percent (80%) of the cost or one hundred twenty-seven thousand eight hundred twenty-one dollars (\$127,821.00), and the remaining twenty percent (20%) of the cost or thirty-one thousand nine hundred fifty-five dollars and twenty-five cents (\$31,955.25) 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. for bus stop signage at a cost not to exceed one hundred fifty-nine thousand seven hundred seventy-six dollars and twenty-five cents (\$159,776.25), with eighty percent (80%) of the cost or one hundred twenty-seven thousand eight hundred twenty-one dollars (\$127,821.00) to be paid by the Federal Transit Administration and twenty percent (20%) of the cost or thirty-one thousand nine hundred fifty-five dollars and twenty-five cents (\$31,955.25) to be paid from the Transit Services’ FY2023 Budget.

Agenda Item No. 25
April 11, 2023
(Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 3/14/2023

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 JTRAN BUS STOP SIGNAGE
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	\$159,776.25
9.	Source of Funding General Fund x Grant x Bond Other	187.565.30.6824: \$157,776.25 Grant (80%): \$127,821.00 General Fund (20%): \$31,955.25
10.	EBO participation	DBE <u>0.00</u> % WAIVER yes ___ no <u>X</u> N/A ___ AABE ___% WAIVER yes ___ no ___ N/A <u>X</u> WBE ___% WAIVER yes ___ no ___ N/A <u>X</u> HBE ___% WAIVER yes ___ no ___ N/A <u>X</u> NABE ___% WAIVER yes ___ no ___ N/A <u>X</u>

MEMORANDUM

TO: 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 Signage 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)#2022-03 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 one hundred fifty-nine thousand seven hundred seventy-six dollars and twenty-five cents (\$159,776.25).

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 JTRAN BUS STOP SIGNAGE** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



3/28/23
Date

OFFICE OF THE CITY ATTORNEY
3/16/23

#26

OFFICE OF THE CITY ATTORNEY
3/20/23

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND SUPPLEMENTAL FORM WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION'S FEDERAL TRANSIT ADMINISTRATION TO APPLY FOR THE FY2023 COMPETITIVE FUNDING OPPORTUNITY ENTITLED BUS AND BUS FACILITIES PROGRAM IN THE AMOUNT OF \$10,315,315.00 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS UPON AWARD OF THE GRANT FUNDS

WHEREAS, on January 27, 2023, the U.S. Department of Transportation's Federal Transit Administration (FTA) announced the availability of a Discretionary FY2023 Competitive Funding Opportunity entitled Buses and Bus Facilities Program (Federal Assistance Listing 20.526) and opened the SF-424 application process for federal assistance for the program with the Opportunity Number of FTA-2023-003-TPM-BUS; and

WHEREAS, Federal public transportation law set forth in 49 U.S. Code Section 5339 authorizes the FTA to award grants for capital bus projects through a competitive process; and

WHEREAS, the grant opportunity category is discretionary; and

WHEREAS, this is a competitive grant, and an application to be submitted by April 13, 2023; and

WHEREAS, the City of Jackson Transit Division will request grant funding in the amount of ten million three hundred fifteen thousand three hundred fifteen dollars (\$10,315,315.00), of which eight million two hundred fifty-two thousand two hundred fifty-two dollars (\$8,252,252.00) would be federal funds that, if awarded, will require a 20% match in the amount of two million sixty-three thousand sixty-three dollars (\$2,063,063.00) from the City of Jackson General Fund; and

WHEREAS, if awarded any funds, the funds will be used over FY2024, FY2025, FY2026, and FY2027; and

WHEREAS, the funds will be used to complete a mid-life rehabilitation of Union Station, continue the bus stop improvement program, and replace the bus wash; and

WHEREAS, the Transit Division is recommending that the City apply for and accept said award to use in the City's public transportation system.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the SF-424 application and supplemental form with the United States Department of Transportation in the amount of ten million three hundred fifteen thousand three hundred fifteen dollars (\$10,315,315.00), of which eight million two hundred fifty-two thousand two hundred fifty-two dollars (\$8,252,252.00) would be federal funds that, if awarded, will require a 20% match in the amount of two million sixty-three thousand sixty-three dollars (\$2,063,063.00) from the City of Jackson General Fund.

Agenda Item No. 26
April 11, 2023
(Dotson, Lumumba)

IT IS FURTHER ORDERED that any awarded funds shall be used over FY2024, FY2025, FY2026, and FY2027 to complete a mid-life rehabilitation of Union Station, continue the bus stop improvement program, and replace the bus wash.

IT IS FURTHER ORDERED that the Mayor is authorized to execute the agreement and related documents upon award of the grant funds.

Item# _____
Agenda Date: April 11, 2023
By: (Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 3/14/2023

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND SUPPLEMENTAL FORM WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, TO APPLY FOR THE FY2023 COMPETITIVE FUNDING OPPORTUNITY; BUS AND BUS FACILITIES PROGRAM IN THE AMOUNT OF \$10,315,315.00, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS UPON AWARD TO THE GRANT FUNDS
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)	Grant application will occur following council action and mayor's execution of required documents.
6.	Location:	Citywide
7.	Action implemented by: City Department	Department of Planning & Development Transportation Planning Division
8.	COST	\$10,315,315.00
9.	Source of Funding General Fund X Grant X Bond Other	Grant Fund: Section 5339 FY 2023 Competitive Funding Opportunity: Bus and Bus Facilities Discretionary Program with the Opportunity Number of FTA-2023-003-TPM-BUS 80%: \$8,252,252.00 General Fund: (20%): \$2,063,063.00
10.	EBO participation	ABE % WAIVER yes no N/A <input checked="" type="checkbox"/> AABE % WAIVER yes no N/A <input checked="" type="checkbox"/> WBE % WAIVER yes no N/A <input checked="" type="checkbox"/> HBE % WAIVER yes no N/A <input checked="" type="checkbox"/> NABE % WAIVER yes no N/A <input checked="" type="checkbox"/>

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Chloe Dotson, Director
Department of Planning & Development

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

DATE: March 1, 2023

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

The attached agenda item authorizes the Mayor to execute applications, execute grant agreements and related documents for \$10,315,315.00 to receive the federal funds from the United States Department of Transportation's Federal Transportation Administration (FTA) Section 5339 FY 2023 Competitive Funding Opportunity: Bus and Bus Discretionary Program with the Opportunity Number of FTA-2023-003-TPM-BUS. This grant will help with getting a mid-life rehabilitation of Union Station, continue the bus stop improvement program, and replace the bus wash. The competitive funding grant application will be for \$10,315,315.00 (\$8,252,252.00 federal/\$2,063,063.00 local).

Said competitive funding grants would require a total in matching funds in the amount \$2,063,063.00 from the City of Jackson. Matching funds will be dependent on the award amount then budgeted in the City of Jackson fiscal years (FY2024, FY2025, FY2026 and FY2027) when the expenses will be incurred.

If you have any questions, please call Christine Welch, Deputy Director, Office of Transportation at (601) 960-1909 or e-mail cwelch@jacksonms.gov

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND SUPPLEMENTAL FORM WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION'S FEDERAL TRANSIT ADMINISTRATION TO APPLY FOR THE FY2023 COMPETITIVE FUNDING OPPORTUNITY ENTITLED BUS AND BUS FACILITIES PROGRAM IN THE AMOUNT OF \$10,315,315.00 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS UPON AWARD OF THE GRANT FUNDS is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



4/4/23

Date

OFFICE OF THE CITY ATTORNEY
3/22/23

#27

OFFICE OF THE CITY ATTORNEY
3/22/23

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND SUPPLEMENTAL FORM WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION'S FEDERAL TRANSIT ADMINISTRATION, TO APPLY FOR THE FY2023 COMPETITIVE FUNDING OPPORTUNITY ENTITLED LOW OR NO EMISSION VEHICLE GRANT PROGRAM IN THE AMOUNT OF \$38,528,150.00 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS UPON AWARD OF THE GRANT FUNDS

WHEREAS, on January 27, 2023, the U.S. Department of Transportation's Federal Transit Administration announced the availability of a Discretionary FY2023 Competitive Funding Opportunity entitled Low or No Emission Vehicle Grant Program (Federal Assistance Listing 20.526) and opened the SF-424 application process for federal assistance for the program with the Opportunity Number of FTA-2023-002-TPM-LWNO; and

WHEREAS, Federal public transportation law set forth in 49 U.S. Code Section 5339 authorizes the FTA to award grants for low or no emission bus projects through a competitive process; and

WHEREAS, the grant opportunity category is discretionary; and

WHEREAS, this is a competitive grant, and an application must be submitted by April 13, 2023; and

WHEREAS, the City of Jackson Transit Division will request grant funding in the amount of thirty-eight million five hundred twenty-eight thousand one hundred fifty dollars (\$38,528,150.00), of which thirty million eight hundred twenty-two thousand five hundred twenty dollars (\$30,822,520.00) would be federal funds that, if awarded, will require a 20% match in the amount of seven million seven hundred five thousand six hundred and thirty dollars (\$7,705,630.00) from the City of Jackson General Fund; and

WHEREAS, if awarded any funds, the funds will be used over FY2024, FY2025, FY2026, and FY2027; and

WHEREAS, the funds will be used (a) to purchase fleet air purification systems, (b) to upgrade the farebox system; (c) to purchase eight 35-foot hybrid buses, seven 40-foot hybrid buses, ten less than 30-foot electric buses, and ten electric vans; and (d) to purchase and install twenty charging stations; and

WHEREAS, the Transit Division is recommending that the City apply for and accept said award to use in the City's public transportation system.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the SF-424 application and supplemental form with the United States Department of Transportation in the amount of thirty-eight million five hundred twenty-eight thousand one hundred fifty dollars (\$38,528,150.00), of which thirty million eight hundred twenty-two thousand five hundred twenty dollars (\$30,822,520.00) would be federal funds that, if awarded will require a 20% match in the amount of seven million seven hundred five thousand six hundred and thirty dollars (\$7,705,630.00) from the City of Jackson General Fund.

IT IS FURTHER ORDERED that any awarded funds shall be used over FY2024, FY2025, FY2026, and FY2027 (a) to purchase fleet air purification systems, (b) to upgrade the farebox system; (c) to purchase eight 35-foot hybrid buses, seven 40-foot hybrid buses, ten less than 30-foot electric buses, and ten electric vans; and (d) to purchase and install twenty charging stations.

IT IS FURTHER ORDERED that the Mayor is authorized to execute the agreement and related documents upon award of the grant funds.

Item# _____
Agenda Date: April 11, 2023
By: (Dotson, Lumumba)


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 3/14/2023

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND SUPPLEMENTAL FORM WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, TO APPLY FOR THE FY2023 COMPETITIVE FUNDING OPPORTUNITY; LOW OR NO EMISSION GRANT PROGRAM IN THE AMOUNT OF \$38,528,150.00, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS UPON AWARD TO THE GRANT FUNDS
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)	Grant application will occur following council action and mayor's execution of required documents.
6.	Location:	Citywide
7.	Action implemented by: City Department	Department of Planning & Development Transportation Planning Division
8.	COST	\$38,528,150.00
9.	Source of Funding General Fund X Grant X Bond Other	Grant Fund: Section 5339 FY 2023 Competitive Funding Opportunity: Low or No Emission Discretionary Program with the Opportunity Number of FTA-2023-002-TPM-LWNO 80%: \$30,822,520.00 General Fund: (20%): \$7,705,630.00
10.	EBO participation	ABE % WAIVER yes no N/A <u>X</u> AABE % WAIVER yes no N/A <u>X</u> WBE % WAIVER yes no N/A <u>X</u> HBE % WAIVER yes no N/A <u>X</u> NABE % WAIVER yes no N/A <u>X</u>

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Chloe Dotson, Director
Department of Planning & Development

FROM: Christine Welch, Deputy Director 
Office of Transportation

DATE: March 1, 2023

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

The attached agenda item authorizes the Mayor to execute applications, execute grant agreements and related documents for \$38,528,150.00 to receive the federal funds from the United States Department of Transportation's Federal Transportation Administration (FTA) Section 5339 FY 2023 Competitive Funding Opportunity: Low or No Emission Discretionary Program with the Opportunity Number of FTA-2023-002-TPM-LWNO. This grant will help to purchase fleet air purification systems, upgrade the farebox system, and to purchase thirty-five (35) vehicles: eight (8) 35 feet hybrid buses, seven (7) 40 feet hybrid buses, ten (10) less than 30 feet electric buses, ten (10) electric vans and twenty (20) charging stations and installation. The competitive funding grant application will be for \$38,528,150.00 (\$30,822,520.00 federal/\$7,705,630.00 local).

Said competitive funding grants would require a total in matching funds in the amount \$7,705,630.00 from the City of Jackson. Matching funds will be dependent on the award amount then budgeted in the City of Jackson fiscal years (FY2024, FY2025, FY2026 and FY2027) when the expenses will be incurred.

If you have any questions, please call Christine Welch, Deputy Director, Office of Transportation at (601) 960-1909 or e-mail cwelch@jacksonms.gov

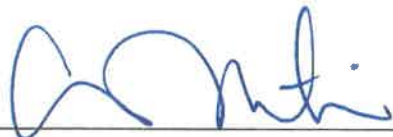
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
3/29/23

This ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND SUPPLEMENTAL FORM WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION'S FEDERAL TRANSIT ADMINISTRATION, TO APPLY FOR THE FY2023 COMPETITIVE FUNDING OPPORTUNITY ENTITLED LOW OR NO EMISSION VEHICLE GRANT PROGRAM IN THE AMOUNT OF \$38,528,150.00 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS UPON AWARD OF THE GRANT FUNDS is legally sufficient for placement in NOVUS Agenda.


Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



4/4/23
Date

#28

OFFICE OF THE CITY ATTORNEY
3/28/23

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND SUPPLEMENTAL FORM WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY TO APPLY FOR THE FY2023 COMPETITIVE FUNDING OPPORTUNITY DHS-23-GPD-075-00-02 TRANSIT SECURITY GRANT PROGRAM IN THE AMOUNT OF \$2,000,000.00 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS UPON AWARD OF THE GRANT FUNDS

WHEREAS, on February 27, 2023, the Federal Emergency Management Agency announced the availability of a competitive funding opportunity under the FY2023 Transit Security Grant Program and opened the SF-424 application for the Rail and Transit Security Grant Program with the Opportunity Number of DHS-23-GPD-075-00-02; and

WHEREAS, the grant opportunity category is discretionary; and

WHEREAS, this is a competitive grant, and an application must be submitted by June 13, 2023; and

WHEREAS, the City of Jackson Transit Division will request grant funding in the amount of two million dollars (\$2,000,000.00); and

WHEREAS, if awarded any funds, the funds will be used in the Transit Division's budget in FY2024, FY2025, FY2026, and FY2027; and

WHEREAS, the funds will be used to acquire transit security, upgrade the security system at JTRAN Administrative and Maintenance Facility (JAMF) and Union Station, develop cybersecurity planning and training, upgrade the access control system, conduct basic security awareness training, conduct active shooter training, and install an intrusion detection system; and

WHEREAS, the Transit Division is recommending that the City apply for and accept said grant to use in the City's public transportation system; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the SF-424 application and supplemental form with the Federal Emergency Management Agency in the amount of two million dollars (\$2,000,000.00).

IT IS FURTHER ORDERED that any awarded funds shall be used in the Transit Division's budget in FY2024, FY2025, FY2026, and FY2027 to acquire transit security, upgrade the security system at JTRAN Administrative and Maintenance Facility (JAMF) and Union Station, develop cybersecurity planning and training, upgrade the access control system, conduct basic security awareness training, conduct active shooter training, and install an intrusion detection system.

Agenda Item No. 28
April 11, 2023
(Dotson, Lumumba)

IT IS FURTHER ORDERED that the Mayor is authorized to execute the agreement and related documents upon award of the grant funds.

Item# _____
Agenda Date: April 11, 2023
By: (Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 04/11/2023

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND SUPPLEMENTAL FORM WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY TO APPLY FOR THE FY2023 COMPETITIVE FUNDING OPPORTUNITY DHS-23-GPD-075-00-02 TRANSIT SECURITY GRANT PROGRAM IN THE AMOUNT OF \$2,000,000.00 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS UPON AWARD OF THE GRANT FUNDS
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)	Grant application will occur following council action and mayor's execution of required documents.
6.	Location:	Citywide
7.	Action implemented by: City Department	Department of Planning & Development Transportation Planning Division
8.	COST	\$0.00
9.	Source of Funding General Fund Grant X Bond Other	Grant Fund: FY2023 FEMA Competitive Funding Opportunity: Transit Security Grant Program with the Opportunity Number of DHS-23-GPD-075-00-02
10.	EBO participation	ABE % WAIVER yes no N/A <u>X</u> AABE % WAIVER yes no N/A <u>X</u> WBE % WAIVER yes no N/A <u>X</u> HB E % WAIVER yes no N/A <u>X</u> NABE % WAIVER yes no N/A <u>X</u>

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Chloe Dotson, Director
Department of Planning & Development

FROM: Christine Welch, Deputy Director
Office of Transportation

DATE: March 7, 2023

RE: Agenda Item for April 11, 2023 City Council Meeting

The attached agenda item authorizes the Mayor to execute applications, execute grant agreements and related documents for \$2,000,000.00 to receive the federal funds from Federal Emergency Management Administration FY 2023 Competitive Funding Opportunity: Transit Security Grant Program with the Opportunity Number DHS-23-GPD-075-00-02. This grant will be used to acquire transit security, upgrade the security system at JTRAN Administrative and Maintenance Facility (JAMF) and Union Station, develop cybersecurity planning and training, upgrade access controls system, basic security awareness training, active shooter training, and intrusion detection system. The competitive funding grant application will be for \$2,000,000.00.

If you have any questions, please call Christine Welch, Deputy Director, Office of Transportation at (601) 960-1909 or e-mail cwelch@jacksonms.gov

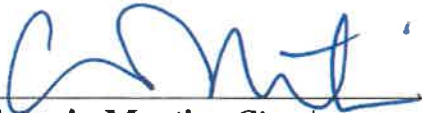
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
Bill 3/28/23

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND SUPPLEMENTAL FORM WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY TO APPLY FOR THE FY2023 COMPETITIVE FUNDING OPPORTUNITY DHS-23-GPD-075-00-02 TRANSIT SECURITY GRANT PROGRAM IN THE AMOUNT OF \$2,000,000.00 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS UPON AWARD OF THE GRANT FUNDS is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



4/4/23
Date

#29

**ORDER ACCEPTING IN-KIND DONATION OF 10 STENCILS
FROM A+ SIGNS AND CREATIVE FOR DRAIN INLET MARKING**

OFFICE OF THE CITY ATTORNEY
4/15/2023
CW

WHEREAS, the City of Jackson owns numerous storm drain inlets that need to be marked with “No Dumping Drains to River” to provide a public education campaign for the City’s MS4 Stormwater Permit; and

WHEREAS, A+ Signs and Creative desires to donate ten (10) stencils that can be used to paint the educational message on metal storm drain inlets.

IT IS, THEREFORE, ORDERED that the City of Jackson accepts the in-kind donation of ten (10) stencils to mark storm drain inlets.

Agenda Item No. 29
April 11, 2023
(R.Lee, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET April 4, 2023
 DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	ORDER ACCEPTING IN-KIND DONATION OF 10 STENCILS FROM A+ SIGNS AND CREATIVE FOR DRAIN INLET MARKING
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 7 Quality of Life
3.	Who will be affected	Residents in the City of Jackson
4.	Benefits	Accept donation of stencils for storm drain stencils
5.	Schedule (beginning date)	Upon approval
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	City Wide
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	City of Jackson, Department of Public Works, Engineering Division
8.	COST	No cost to the City
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N / A
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____

Revised 2-04



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

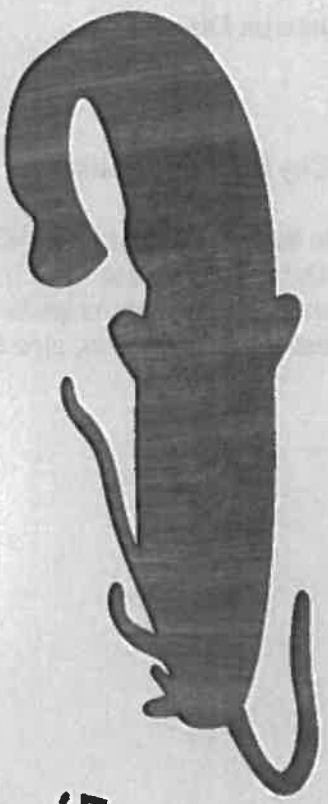
From: Robert Lee, P.E.
City Engineer & Interim Director

Date: April 4, 2023

Subject: Agenda Item for City Council Meeting

Attached you will find an item to accept donation of ten stencils from A+ Signs and Creative. The stencils will be used to paint "No Dumping Drains to River" on City storm drain inlets as a requirement of the City's MS4 Stormwater Permit. It is the recommendation of Public Works that the agenda item be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-1651.

**NO
DUMPING**



**NO
LITTER**

DRAINS TO PEARI- RIVER





SIGNS & CREATIVE

QUOTE & PURCHASE CONTRACT

A Plus Signs and Creative
Job #1261
03/30/2023

Michaela Frisk
Office Phone 601 355-9595
Email mfrisk@aplusigns.com

BILL TO
City of Jackson
200 South Presidents St
Suite 424
Jackson, MS 39205
United States

5830 N State Street
Jackson, MS 39209
United States
Phone 6013559595

QUANTITY	DESCRIPTION	UNIT COST	COST
1	Routed Stencils- \$450 QNTY 10	\$0	\$0

THIS AGREEMENT IS ACCEPTED AND APPROVED BY:

Subtotal \$0

City of Jackson

A Plus Signs and Creative

Total Tax \$0

Sign: _____

Sign: _____

TOTAL CONTRACT \$0

Print: _____

Print: _____

Required Deposit \$0

Date: _____

Date: _____

FINAL BALANCE \$0

This price shows value of donated materials.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1299
Facsimile: (601) 960-1466
4/6/23

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING IN-KIND DONATION OF 10 STENCILS FROM A+ SIGNS AND CREATIVE FOR DRAIN INLET MARKING** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, *Legal Counsel*

4/6/23

DATE

#30

ORDER AUTHORIZING FINAL PAYMENT TO THE CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR THE WOODLAND CIRCLE EMERGENCY SEWER REPAIR PROJECT AND AUTHORIZING PUBLICATION OF THE NOTICE OF COMPLETION

OFFICE OF THE CITY ATTORNEY
APR 11 2023

WHEREAS, the City Council ratified a contract with Delta Constructors, Inc., for the Woodland Circle Sewer Emergency Project; and

WHEREAS, upon completion of the work, the total charges were \$784,921.71, resulting a reduction in the contract amount of \$1,220.29.

IT IS, THEREFORE, ORDERED that final payment in the amount of \$186,902.71 is authorized to Delta Constructors, Inc. for the Woodland Circle Emergency Sewer Repair Project.

IT IS FURTHER ORDERED that the Municipal Clerk publish the Notice of Completion for the Woodland Circle Emergency Sewer Repair Project.

Agenda Item No. 30
April 11, 2023
(R.Lee, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

April 5, 2023
DATE

P O I N T S		C O M M E N T S	
1.	Brief Description/Purpose	Closeout of Woodland Circle Emergency Sewer Project	
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	Residents on the City sewer system in and around Woodland Circle	
4.	Benefits	Replacement of a failed sewer line on Woodland Circle	
5.	Schedule (beginning date)	Project Complete	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Woodland Circle (Ward 7)	
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> ▪	City of Jackson, Department of Public Works, Engineering Division	
8.	COST	Final Payment of \$186,902.71 Final Contract amount: \$784,921.71	
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Modernization Tax Fund 372 372 52290 6826	
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____	

Revised 2-04



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E.
City Engineer & Interim Director

Date: April 5, 2023

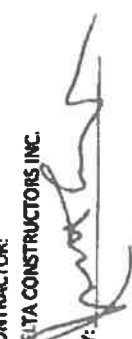
Subject: Agenda Item for City Council Meeting

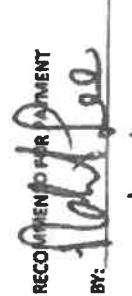
Attached you will find an item for the agenda closing out the Woodland Circle Emergency Sewer Repair Project. A backyard sewer line serving residents on Woodland Circle failed causing sewer to overflow into yards, the street, and a drainage ditch. Because this condition endangers the health and safety of residents, the City invoked the emergency procurement process pursuant to Section 31-7-13 (k) of state law and reached out to three companies for quotes. The lowest bid was \$786,142.00, and the final cost was \$784,921.71. This order authorizes final payment and notice of completion of the project.

It is the recommendation of Public Works that this agenda item be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

REFERENCE: 2209 City of Jackson
 PERIODIC ESTIMATE PERIOD: October 24, 2022
 PERIODIC ESTIMATE NO.: MO 2
 PROJECT: Woodland Circle Emergency Sewer

ITEM	DESCRIPTION	CONTRACT QTY.	UM	CONTRACT U P	AMOUNT	QTY. THIS PERIOD	QTY. PRE. PERIOD	QTY. TO DATE	EARNED THIS PERIOD	EARNED PREVIOUS PERIOD	EARNED TO DATE	
												QTY.
PART A: SEWER ITEMS												
1.02	Heavy Cleansing 6" Sewer	1,000	LF	\$	7.00	0	0	0	\$0.00	\$0.00	\$0.00	
3.01	Remote Removal of Protruding Service Lateral	1	EA	\$	800.00	0	0	0	\$0.00	\$0.00	\$0.00	
4.01	TV Inspection of 6" Sewers	1,000	LF	\$	2.60	0	0	0	\$0.00	\$0.00	\$0.00	
4.09	TV Inspection - Additional Setup	1	EA	\$	800.00	0	0	0	\$0.00	\$0.00	\$0.00	
4.10	TV Inspection - Reverse Setup	1	EA	\$	800.00	0	0	0	\$0.00	\$0.00	\$0.00	
18.04	Pipe Burst Replace 8" w/8" Over 12' deep	365	LF	\$	146,000.00	0	365	365	\$0.00	\$146,000.00	\$146,000.00	
18.04	Pipe Burst Replace 6" w/6" Over 12' deep	243	LF	\$	97,200.00	0	260	260	\$0.00	\$104,000.00	\$104,000.00	
18.13	Reconnect 4" Svc Line to New HDPE Main 0-12' deep	1	EA	\$	4,000.00	1	0	1	\$4,000.00	\$0.00	\$4,000.00	
18.14	Reconnect 4" Svc Line to New HDPE Main Over 12' deep	1	EA	\$	8,000.00	1	0	1	\$8,000.00	\$0.00	\$8,000.00	
19.03	6" to 12" Host Pipe Entry / Exit Work Pits 12' to 16' Deep	6	EA	\$	38,000.00	0	6	6	\$0.00	\$228,000.00	\$228,000.00	
20.02	Bypassing Setup & Remove for Bach 4" Pump	1	EA	\$	1,935.00	0	1	1	\$0.00	\$1,935.00	\$1,935.00	
20.10	Bypassing For Each 4" Pump	200	RT HR	\$	25.00	15	60	75	\$375.00	\$1,500.00	\$1,875.00	
22.03	Replace Existing 4" or 6" Svc Connect at Main 12-16'De	5	EA	\$	6,020.00	0	5	5	\$0.00	\$30,100.00	\$30,100.00	
24.01	Physical Inspections of Manholes	1	EA	\$	500.00	0	0	0	\$0.00	\$0.00	\$0.00	
25.01	New 48" Dia Manhole w/Frame & Cover & 80mil SE 0-3	1	EA	\$	8,400.00	0	0	0	\$0.00	\$0.00	\$0.00	
32.01	48" Dia Manhole Rehab 100mil 100% Solids Epoxy	35	VF	\$	600.00	43.6	0	43.6	\$26,160.00	\$0.00	\$26,160.00	
35.03	6" - 8" Dig & Replace Pipe 12 - 16' Deep	100	LF	\$	61.00	0	0	0	\$0.00	\$0.00	\$0.00	
38.01	Connect to Existing Manhole	6	EA	\$	2,700.00	0	6	6	\$0.00	\$16,200.00	\$16,200.00	
PART C: GENERAL ITEMS												
1.04	Mobilization - Greater Than \$100,000 Work Order	1	EA	\$	23,000.00	0	1	1	\$0.00	\$23,000.00	\$23,000.00	
3.02	Sawcutting Concrete 4" to 8" thickness	120	LF	\$	1,440.00	130	0	130	\$1,560.00	\$0.00	\$1,560.00	
5.01	Remove Existing Concrete Pavement 0"-6" thickness	531	SY	\$	19.00	456	56	512	\$8,664.00	\$1,064.00	\$9,728.00	
9.01	Select Backfill - Sand	360	CY	\$	29.50	120	160	280	\$3,540.00	\$4,720.00	\$8,260.00	
11.01	Bedding Material	100	CY	\$	70.00	0	60	60	\$0.00	\$4,200.00	\$4,200.00	
15.02	Replace Concrete Walks/Driveways/Street	531	SY	\$	173.00	512	0	512	\$88,576.00	\$0.00	\$88,576.00	
16.01	Remove & Replace Concrete Curb & Gutter	10	LF	\$	110.00	0	0	0	\$0.00	\$0.00	\$0.00	
24.01	Cleaning and Grubbing	1	AC	\$	20,000.00	1	1	2	\$20,000.00	\$20,000.00	\$40,000.00	
***	NON TERM BID ITEMS											
***	Landscaping (Plants/stones/mulch)	1	LS	\$	5,215.00	1,843.8	0	1,843.8	\$9,605.00	\$0.00	\$9,605.00	
***	Fencing (8' Classic Montage Plus)	1	LS	\$	26,880.00	0.50	0.57	1.07	\$13,372.71	\$15,300.00	\$28,672.71	
***	Silt Fence	500	LF	\$	5.00	100	400	500	\$500.00	\$2,000.00	\$2,500.00	
***	4" Stand Up Curb	40	LF	\$	50.00	51	0	51	\$2,550.00	\$0.00	\$2,550.00	
	TOTAL PROJECT				\$786,142.00				\$3,895,902.71	\$598,019.00	\$784,921.71	

CONTRACTOR: DELTA CONSTRUCTORS INC.
 BY: 
 REMIT: Delta Constructors, Inc.
 PO Box 9545
 Jackson, MS 39286
 DATE: October 24, 2022

RECOMMENDED FOR PAYMENT
 BY: 
 DATE: 10/17/2022

Original Contract Total

TOTAL EARNED-REGULAR WORK \$784,921.71
 ADD FOR STORED MATERIALS 0.00
 SUBTOTAL \$784,921.71
 RETAINAGE @ 0.0%
 SUBTOTAL \$784,921.71
 LESS PREVIOUS ESTIMATES \$598,019.00
 NET AMOUNT DUE ESTIMATE \$186,902.71



BOND NUMBER 80C205231

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER _____

CONSENT OF SURETY TO FINAL PAYMENT

Conforms with the American Institute of Architects, AIA Document G707

TO OWNER:
(Name and address)
 City of Jackson, Mississippi

 219 South President Street
 Jackson, MS 39201

ARCHITECT'S PROJECT NO.:

 CONTRACT FOR:
 Woodland Circle Emergency Center

PROJECT:
(Name and address)
 Woodland Circle Emergency Center
 Jackson, MS

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(Insert name and address of Surety)
 The Ohio Casualty Insurance Company
 62 Maple Ave
 Keene, New Hampshire 03431

, SURETY,

on bond of
(Insert name and address of Contractor)

Delta Constructors Inc
 PO Box 9545
 Jackson, MS 39286

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Jackson, Mississippi
 219 South President Street
 Jackson, MS 39201

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 20, 2022
(Insert in writing the month followed by the numeric date and year)

The Ohio Casualty Insurance Company
 (Surety)

Attest:

Amber Henry
 Amber Henry



William D. Horne III
 (Signature of authorized representative)

William D. Horne, III, Attorney-in-fact & Mississippi Resident Agent
 (Printed name and title)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205518-016144

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Paula R. Wells; Ranee Lynette Martin; Tina Meyers; Walter B. Wellington; William D. Home, III; William D. Home, Jr.

all of the city of Ridgeland state of MS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of April, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 30th day of April, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 26, 2025
Commission number 1126044
Member Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of December, 2022.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
APR 15 2023

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING FINAL PAYMENT TO THE CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR THE WOODLAND CIRCLE EMERGENCY SEWER REPAIR PROJECT AND AUTHORIZING PUBLICATION OF THE NOTICE OF COMPLETION** is legally sufficient for placement in NOVUS Agenda.

CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, Legal Counsel *Tow*

4/15/23
DATE

#31

OFFICE OF THE CITY ATTORNEY
2/28/23
2023

ORDER REVISING THE AMOUNT OF THE BID OF DELTA CONSTRUCTORS, INC. ACCEPTED FOR THE LOST LAKE CIRCLE DRAINAGE REPAIR PROJECT, AUTHORIZING FINAL PAYMENT, AND AUTHORIZING PUBLICATION OF THE NOTICE OF COMPLETION

WHEREAS, on August 3, 2021, the City Council accepted the bid of Delta Constructors, Inc., for drainage repair work on Lost Lake Circle; and

WHEREAS, after reviewing the bid and the Council minutes accepting that bid, the amount of the bid as stated in a prefatory clause of that order was correct \$37,500.00, but there was a typographical error in the ordered clause stating the amount of the bid as \$35,500.00; and

WHEREAS, the correct amount of the bid as accepted should have been \$37,500.00; and

WHEREAS, construction was completed for the bid amount of \$37,500.00.

IT IS, THEREFORE, ORDERED that the amount of the bid of Delta Constructors, Inc., for the Lost Lake Circle Drainage Project is as accepted is \$37,500.00.

IT IS FURTHER ORDERED that payment in the amount of \$37,500.00 is authorized to Delta Constructors, Inc. for the Lost Lake Circle Drainage Project.

IT IS FURTHER ORDERED that the Municipal Clerk publish the Notice of Completion for the Lost Lake Circle Drainage Project.

Agenda Item No. 31
April 11, 2023
(R.Lee, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

April 5, 2023

DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	Adjustment and closeout of the Lost Lake Cir Drainage Project
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	Residents on the south end of Lost Lake Circle
4.	Benefits	Drainage improvements
5.	Schedule (beginning date)	Project complete.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Lost Lake Circle (Ward 6)
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> ▪	City of Jackson, Department of Public Works, Engineering Division
8.	COST	Final Contract amount: \$37,500.00
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Modernization Tax Fund 372 372 45190 6826
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____

Revised 2-04



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E.
City Engineer & Interim Director

Date: April 5, 2023

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda adjusting the accepted value of the bid from Delta Constructors, Inc. for the Lost Lake Circle Drainage Project and authorizing final payment and publication of the notice of completion.

In August 2021, the City Council accepted the bid of Delta for drainage work adjacent to Lost Lake Circle. As part of assembling this order to authorize final payment and publication of the Notice of Completion, Public Works staff discovered that the value of the bid as stated on the minutes includes a typographical error that states the value of the bid as \$35,500.00 instead of the correct value of \$37,500.00. This order corrects that typographical error, authorizes final payment, and authorizes publication of the notice of completion.

It is the recommendation of Public Works that this agenda item be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Council Member Grizzell moved adoption; Council Member Banks seconded.

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

Nays – None.

Absent – None.

ORDER ACCEPTING THE BID OF DELTA CONSTRUCTORS, INC. OPTION NUMBER TWO (2) FOR THE LOST LAKE CIRCLE DRAINAGE REPAIR PROJECT.

WHEREAS, the City of Jackson solicited seal competitive bids from two contractors, Delta Constructors, Inc. and Hemphill Construction Company, Inc. to supply materials, equipment, and labor necessary to repair the drainage system on Lost Lake Circle; and

WHEREAS, the bid received from Delta Constructors, Inc. for Option number two (2) in an amount not to exceed \$37,500.00 was the lowest bid and met the specifications; and

WHEREAS, the Department of Public Works recommends that the governing authorities accept the bid of Delta Constructors, Inc. as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Delta Constructors, Inc., for Option number two (2) in an amount not to exceed \$35,500.00, is accepted as the lowest and best bid for the Lost Lake Circle Drainage Repair Project consistent with the bid solicitation.

Council Member Banks moved adoption; Council Member Stokes seconded.

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

Nays – None.

Absent – None.

ORDER RATIFYING PROCUREMENT SERVICES WITH THOMPSON BROTHERS DRILLING, INC. FOR EMERGENCY REPAIRS TO THE TV ROAD WELL.

WHEREAS, the TV Road Well pump failed stopping all flow of water into the distribution system; and

WHEREAS, residents who are served by the TV Road Well were without water due to the failed pump; and

WHEREAS, because of the adverse effect on human health, the environment, and public safety, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to the emergency procurement process, a quote was obtained from Thompson Brothers Drilling, Inc. to repair the failed pump and other pertinences associated with the repair in an amount of \$97,335.15; and

WHEREAS, Thompson Brothers Drilling, Inc. has completed the repairs, and the TV Road Well is back in-service supplying water into the distribution system; and

WHEREAS, Thompson Brothers Drilling, Inc. submitted invoices totaling an amount of \$97,335.15; and

WHEREAS, Department of Public Works recommend payment in the amount of \$97,335.15 to Thompson Brothers Drilling, Inc. for the TV Road Well pump repairs.

IT IS, THEREFORE, ORDERED that Thompson Brothers Drilling, Inc. for emergency repairs to the TV Road Well, and payment in the amount of \$97,335.15 is ratified.

DELTA CONSTRUCTORS, INC.

General



Contractors

TELEPHONE 601-939-8732
FAX 601-939-0867

JACKSON, MISSISSIPPI 39286-9545

P. O. BOX 9545
email: delta9545@aol.com

November 04, 2021

City of Jackson
Department of Public Works
Attn: Charles Williams Jr., PHD, P.E.
Warren Hood Building, 4th Floor
200 South President Street
Jackson, MS 39201

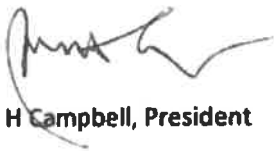
Re: Drainage Repair at Lost Lake Circle

Enclosed please find two more (2) original of an old invoice dated 08/12/21 of the Payment Application No. 1 for the above-mentioned project.

Please advise if additional information is required.

Yours Truly,

Delta Constructors, Inc.




Joe H Campbell, President

4442 CITY OF JACKSON
 August 12, 2021
 NO 1


Drainage Repair at Lost Lake Circle

PERIODIC ESTIMATE PERIOD:
 August 12, 2021
 PERIODIC ESTIMATE NO.:
 NO 1
 PROJECT:
 Drainage Repair at Lost Lake Circle

ITEM	DESCRIPTION	CONTRACT QTY.	U P	CONTRACT AMOUNT	QTY. THIS PERIOD	QTY. PRE. PERIOD	QTY. TO DATE	EARNED THIS PERIOD	EARNED PREVIOUS PERIOD	EARNED TO DATE
1.00	Provide And Install approximately 49LF of 18" RCAP Including two new precast curb inlets. asphalt removal Replacement, one new precast junction box with grate at driveway , slect backfill/bedding and traffic control.	1.00	LS	37,500.00	1	0	1	\$37,500.00	\$0.00	\$37,500.00
				TOTAL PROJECT	\$37,500.00			\$37,500.00	\$0.00	\$37,500.00

CONTRACTOR:
 DELTA CONSTRUCTORS INC.
 BY: 
 JOE H. CAMPBELL, PRESIDENT
 DATE: August 12, 2021

Remit:
 Delta Constructors, Inc.
 PO Box 9545
 Jackson, MS 39286

RECOMMENDED FOR PAYMENT
 BY: 
 DATE: 4/4/23

TOTAL EARNED-REGULAR WORK \$37,500.00
 ADD FOR STORED MATERIALS 0.00
 SUBTOTAL \$37,500.00
 RETAINAGE @ 0.0% \$0.00
 SUBTOTAL \$37,500.00
 LESS PREVIOUS ESTIMATES \$0.00
 NET AMOUNT DUE ESTIMATE \$37,500.00

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2279
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756
APR 5 2023

OFFICE OF THE CITY ATTORNEY

This **ORDER REVISING THE AMOUNT OF THE BID OF DELTA CONSTRUCTORS, INC. ACCEPTED FOR THE LOST LAKE CIRCLE DRAINAGE REPAIR PROJECT, AUTHORIZING FINAL PAYMENT, AND AUTHORIZING PUBLICATION OF THE NOTICE OF COMPLETION** is legally sufficient for placement in NOVUS Agenda.


CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, Legal Counsel

4/5/23
DATE

#32

ORDER AUTHORIZING FINAL PAYMENT TO THE CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE PERRY STREET EMERGENCY SEWER REPAIR PROJECT AND AUTHORIZING PUBLICATION OF THE NOTICE OF COMPLETION

WHEREAS, the City Council ratified a contract with Hemphill Construction Company, Inc., for the Perry Street Sewer Emergency Project near Commerce Park Drive; and

WHEREAS, upon completion of the work, the total charges were \$546,065.77, resulting a reduction in the contract amount of \$6,777.21.

IT IS, THEREFORE, ORDERED that final payment in the amount of \$53,869.52 is authorized to Hemphill Construction Company, Inc. for the Perry Street Sewer Emergency Project.

IT IS FURTHER ORDERED that the Municipal Clerk publish the Notice of Completion for the Perry Street Sewer Emergency Project.

Agenda Item No. 32
April 11, 2023
(R.Lee, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

April 5, 2023

DATE

P O I N T S		C O M M E N T S	
1.	Brief Description/Purpose	Closeout of Perry St Emergency Sewer Project	
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	Residents on the City sewer system in the Commerce Park area	
4.	Benefits	Replacement of a failed sewer line under the CN line between Commerce Park Dr and Perry St	
5.	Schedule (beginning date)	Project Complete	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Commerce Park Dr and Perry St (Ward 3)	
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> •	City of Jackson, Department of Public Works, Engineering Division	
8.	COST	Final Payment of \$53,869.52 Final Contract amount: \$546,065.77	
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Modernization Tax Fund 372 372 52290 6826	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ N/A _____ N/A _____ N/A _____ N/A _____ N/A _____

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: April 5, 2023

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda closing out the Perry Street Emergency Sewer Repair Project. A sewer line that flows from Commerce Park Dr under the CN Railroad to Perry St failed causing sewer backups. Because this condition endangers the health and safety of residents, the City invoked the emergency procurement process pursuant to Section 31-7-13 (k) of state law and reached out to three companies for quotes. The lowest bid was \$552,842.98, and the final cost was \$546,065.77. This order authorizes final payment and notice of completion of the project.

It is the recommendation of Public Works that this agenda item be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.



P.O. Drawer 879
Florence, MS 39073-0879

Phone: 601-832-2060
Fax: 601-832-2550

Municipal & Public Works Construction

Heavy & Highway Construction

INVOICE

City of Jackson, Mississippi
P.O. Box 17
Jackson, MS 39205-0017

Attn: Antonio Wiggins
awiggins@city.jackson.ms.us

Mail Payment to:
Hemphill Construction Company, Inc.
P.O. Drawer 879
Florence, MS 39073-0879

DATE: 8/2/2022

INVOICE #: 4478-H22016-05-F

JOB RE: Perry Street
Emergency Sewer
Repair

TERMS: Net 30

See attached breakdown.

Current work completed July 1, 2022 – July 31, 2022

Please Pay From This Invoice

A service charge of 1-1/2% per month, which is an annual rate of 18% will be added for all past due amounts.

The difficult we do immediately, the impossible takes a little longer!

Item	Description	Previous Quantity	Current Quantity	Quantity To Date	Unit	Unit Price	Total
I. Labor and Equipment							
20.03	Bypassing Setup & Removal for Each 6" Pump	2.00	-	2.00	EA	\$ 3,193.00	\$ 6,386.00
20.11	Bypassing for Each 6" Pump (Run Time)	4,420.00	824.00	6,244.00	RT HR	\$ 62.00	\$ 272,688.00
20.19	6" Bypass Discharge Force Main Piping	900.00	-	900.00	LF	\$ 10.00	\$ 9,000.00
1.04	Mobilization Services	1.00	-	1.00	EA	\$ 20,000.00	\$ 20,000.00
3	Trackhoe & Operator (CAT 320 or Equal)	118.50	-	118.50	HR	\$ 135.00	\$ 15,987.50
7	Pickup Truck	263.00	31.00	294.00	HR	\$ 22.00	\$ 6,488.00
8	Flatbed Truck	45.00	-	45.00	HR	\$ 43.00	\$ 1,935.00
9	Small Incidental Tools	135.50	-	135.50	HR	\$ 13.00	\$ 1,761.50
21	Tractor with Lowboy	27.00	-	27.00	HR	\$ 270.00	\$ 7,290.00
22	40 Ton Crane with Minimum 60' Boom	80.50	-	80.50	HR	\$ 320.00	\$ 25,760.00
24	Wacker Compactor	20.00	-	20.00	HR	\$ 8.00	\$ 160.00
26	Pipe Layer	152.50	-	152.50	HR	\$ 50.00	\$ 7,625.00
27	Laborer	197.50	-	197.50	HR	\$ 42.00	\$ 8,295.00
28	Foreman	135.50	-	135.50	HR	\$ 110.00	\$ 14,905.00
29	Superintendent	127.50	31.00	158.50	HR	\$ 135.00	\$ 21,397.50
36	3" Water Pump / Discharge Hose	20.00	-	20.00	HR	\$ 11.00	\$ 220.00
Subtotal I. Labor and Equipment							\$ 419,888.50

II. Materials Rentals Subcontractors							
1	Advanced Engineering Resources Invoice #20-21064-01						\$ 4,932.00
2	Maintenance Systems, Inc Invoice #19017						\$ 1,334.30
3	Fisher Brown Bottrell Insurance #102465						\$ 4,000.00
4	CN Flagging Services 3/17/2022						\$ 13,000.00
5	CN Cable Locate Fee						\$ 350.00
6	CN Application Fee						\$ 1,350.00
7	McGraw Rental Invoice #59222E						\$ 101.85
8	Eagle Pipe and Supply Invoice #63548						\$ 239.15
9	Eagle Pipe and Supply Invoice #63516						\$ 1,604.40
10	Halls Towing Invoice #482123						\$ 3,150.00
11	Nucor Invoice #464682						\$ 8,183.20
12	Welding Invoice # 19093						\$ 607.43
13	Patroleum Equipment Invoice # 198096						\$ 584.22
14	Rankin Rental Invoice #87691-9						\$ 790.75
15	Nucor Invoice # 464980						\$ 7,376.70
16	White Sands Invoice #35605						\$ 873.62
17	Advanced Engineering Resources Invoice #20-21064.001-01						\$ 1,750.00
18	CN Flagging Services 4/11/2022						\$ 13,000.00
19	Fisher Brown Bottrell Insurance #105950						\$ 4,000.00
20	MMC Materials Invoice #771250						\$ 319.00
21	Geotechnical Engineering Associates, LLC						\$ 8,987.00
22	Advanced Engineering Resources Invoice #20-21064.001-02						\$ 12,753.46
23	McGraw Rental Invoice #60887E						\$ 90.95
24	McGraw Rental Invoice #62148E						\$ 90.95
25	Nucor Invoice #466332						\$ 1,207.10
26	Nucor Invoice #468165						\$ 1,207.10
27	Nucor Invoice #469948						\$ 1,207.10
	Contractor's Fee (15%)						\$ 13,985.00
	MS Contractor's Tax (3.5%)						\$ 19,112.30
Subtotal II. Materials Rentals Subcontractors							\$ 126,177.27

Current work completed July 1, 2022 - July 31, 2022.

Total To Date	\$ 546,065.77
Less Previous Payments	\$ 492,196.25
Total Due	\$ 53,869.52



RECEIVED
MAY 05 2022

Invoice To:
HEMPHILL CONSTRUCTION COMPANY
P.O. DRAWER 879
FLORENCE, MS 39073

Invoice

Reference	
Invoice	466332 (USD)
Date	5/3/2022
Customer ID	ALHEM1

Issued from:
Skyline Steel - Alabama
1 Metroplex Drive
Suite 205
Birmingham, AL 35209

☎ (205) 262-8908
☎ (205) 262-8910

Remit-To
Skyline Steel, LLC
24771 Network Place
Chicago, IL 60673-1247

Terms of Payment Net 30

General Remarks

INSTRUCTIONS FOR WIRES & OVERNIGHT:

Wire Transfers & ACH:
Skyline Steel LLC, Account # 826 077 892, ABA Routing: 021000021
SWIFT: CHASUS33, JPMorgan Chase Bank N.A.
One Chase Manhattan Plaza, New York, NY 10005

Overnight:
JPMorganChase, 131 S. Dearborn, 6th Floor, Chicago, IL 60603
Attn: Skyline Steel, LLC, Box 24771, (312)-336-2744

Ship-To Customer Yard, HEMPHILL CONSTRUCTION, 1856 US 49, Florence, MS 39073
Our Order 490000 Your PO H22016-101 (5/2/2022) Trade Terms Freight Incl:CPT(Incoterms 2020) Named Destination
Packing List 280604-1 On 5/2/2022 From JKM By Common Carrier

Item	Description	Quantity	Unit	Price	Amount
3-1	Part 060-490: 2ND MONTH RENTAL 060-490 2ND MONTH - 5.03.2022-5.02.2022 25.070 TONS - JKM RENTAL POOL	1 PCS	Monthly Rent	45.00/TON	1,128.13
25.070 TONS SHIPPED FROM JKM					

MATERIAL WILL RETURN TO JKM RENTAL POOL

Totals		50,139 LBS	Amount	7.00%	1,128.13
Mthd Pmt Check			MISSISSIPPI		78.97
Payment Due On: 6/2/2022			Total Due (USD)		1,207.10

Inside Jacob Tynes
Outside Jacob Tynes
Taken-by Slip Nucor Skyline Invoice

PAID
MAY 18 2022

H22016 per
104004-04
✓



Invoice

RECEIVED
JUN 02 2022

Invoice	488155	(USD)
Date	6/3/2022	
Customer ID	ALHEM1	

Issued from:
Skyline Steel - Alabama
1 Metropolitan Drive
Suite 200
Birmingham, AL 35209

(205) 262-9909
(205) 262-9910

Invoice To:
HEMPHILL CONSTRUCTION COMPANY
P.O. DRAWER 879
FLORENCE, MS 39073

Remit-To
Skyline Steel, LLC
24771 Network Place
Chicago, IL 60873-1247

Terms of Payment **Net 30**

INSTRUCTIONS FOR WIRES & OVERNIGHT:

Wire Transfers & ACH:
Skyline Steel LLC, Account # 825 077 992, ABA Routing: 021000021
SWIFT: CHASUS33, JPMorgan Chase Bank N.A.
One Chase Manhattan Plaza, New York, NY 10005

Overnight:
JPMorganChase, 131 S. Dearborn, 6th Floor, Chicago, IL 60603
Attn: Skyline Steel, LLC, Box 24771, (312)-336-2744

Ship-To Customer Yard, HEMPHILL CONSTRUCTION, 1859 US 49, Florence, MS 39073
Our Order 480000 Your PO H22018-101 (6/2/2022) Trade Terms: Freight Incl. CPT (Incoterms 2020) Named Destination
Packing List 284059-1 On 6/2/2022 From JKM By Common Carrier

Item	Description	Quantity	Unit	Price	Amount
4-1	Part 060-490: 3RD MONTH RENTAL 060-490 3RD MONTH - 6.03.2022-7.02.2022 25.070 TONS - JKM RENTAL POOL	1	PCS	0.00/PCS	0.00
	25.070 TONS SHIPPED FROM JKM	50,139	LBS	45.00/TON	1,128.13
	Monthly Rent				

MATERIAL WILL RETURN TO JKM RENTAL POOL

Totals	50,139 LBS	Amount	1,128.13
Mississippi		7.00%	78.97
Total Due (USD)			1,207.10

Inside Jacob Tynes
 Outside Jacob Tynes
 Taken by Slip Nucor Skyline Invoice

H22016 ✓
104004-04
✓ 8

PAID
JUN 15 2022

NUCOR

SKYLINE

REPAIR
REVISED
0. 2022

Invoice

Invoice Reference	469946	(USD)
Date	7/6/2022	
Customer ID	ALHEM1	

Issued from:
Skyline Steel - Alabama
1 Metroplex Drive
Suite 205
Birmingham, AL 35209

(205) 262-8608
(205) 262-9910

Invoice To:
HEMPHILL CONSTRUCTION COMPANY
P.O. DRAWER 879
FLORENCE, MS 39073

Remit-To
Skyline Steel, LLC
24771 Network Place
Chicago, IL 60673-1247

Terms of Payment Net 30

General Remarks

INSTRUCTIONS FOR WIRES & OVERNIGHT:

Wire Transfers & ACH:
Skyline Steel LLC, Account # 826 077 992, ABA Routing: 021000021
SWIFT: CHASUS33, JPMorgan Chase Bank N.A.
One Chase Manhattan Plaza, New York, NY 10005

Overnight:
JPMorganChase, 131 S. Dearborn, 6th Floor, Chicago, IL 60603
Attn: Skyline Steel, LLC, Box 24771, (312)-336-2744

POSTED
JUL 4 2022

Ship-To Customer Yard, HEMPILL CONSTRUCTION, 1658 US 49, Florence, MS 39076
Our Order 490000 Your PO H22016-101 (7/5/2022) Trade Terms Freight (incl. CP) (Incoterms 2020) Incoterms Destination
Packing List 287891-1 On 7/5/2022 From JKM By Common Carrier

Item	Description	Quantity	Unit	Price	Amount
5-1	Part 080-490: 4TH MONTH RENTAL 080-490 4TH MONTH - 7.02.2022-8.02.2022 25.070 TONS - JKM RENTAL POOL	1	PCS	0.00/PCS	0.00
	25.070 TONS SHIPPED FROM JKM	50,139	LBS	45.00/TON	1,128.13
	Monthly Rent				

MATERIAL WILL RETURN TO JKM RENTAL POOL

Totals	50,139 LBS	Amount	1,128.13
Mthd Pmt Check	MISSISSIPPI	7.00%	78.97
Payment Due On 8/5/2022	Total Due (USD)		1,207.10

Inside Jacob Tynes
Outside Jacob Tynes
Taken-by Slip Nucor Skyline Invoice

H22016 ✓
104004-04
✓

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2734
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1789
Facsimile: (601) 960-1786

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING FINAL PAYMENT TO THE CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE PERRY STREET EMERGENCY SEWER REPAIR PROJECT AND AUTHORIZING PUBLICATION OF THE NOTICE OF COMPLETION is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, Legal Counsel 

4/5/23

DATE

#33

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 has 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. 33
April 11, 2023
(R.Lee, Lumumba)

Vendor	Services/Materials	Amount
Craft Coswell	Flooring	\$93,592.00
J.L. Roberts Mechanical	Mechanical/Plumbing	\$49,250.00
Elite Paint	Painting	\$76,686.00
Acoustics, Inc.	Drywall, Ceilings	\$128,651.00
ADCO Electrical	Electrical	\$92,120.00
GlassWorx	Storefront Glass	\$2,561.33
West Architectural Specialities	Handrail & Toilet Accesories	\$12,385.43
Scanlon Taylor Millwork	Rail Cap	\$5,454.00
Shindler Elevator Corp.	Escalator Assessment	\$15,200.00
Priority Exterior Cleaning	Pressure Wash Sidewalks	\$2,100.00
French Awnings	Covered Walkway	\$28,462.50
Industrial Services Co.	Remove Center Stair Rail	\$1,940.00
Elite Paint	Interior Paint	\$96,400.00
Larry C. Reeves Contracting	Landing Grate	\$3,300.00
ADCO Electrical	Int. & Ext. Lighting	\$288,990.00
Total of all work and materials		\$897,092.26

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

The CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

4/5/2023
DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	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																																													
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. Economic Development 6. Infrastructure & Transportation 7. Quality of Life																																													
3.	Who will be affected	Department of Public Works																																													
4.	Benefits	Presents the City in the best possible light for the International Ballet Competition and the numerous out-of-town attendees																																													
5.	Schedule (beginning date)	Upon Council Approval																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	City Wide																																													
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works; Department of Human & Cultural Services																																													
8.	COST	\$897,092.26																																													
9.	Source of Funding ▪ Enterprise Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input checked="" type="checkbox"/> ▪ Other <input type="checkbox"/>	Bond Funds for the Repair of Thalia Mara Hall and the Arts Center of Mississippi																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>__x__</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>__x__</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>__x__</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>__x__</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>__x__</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	__x__	AABE	_____ %	WAIVER	yes	___	no	___	N/A	__x__	WBE	_____ %	WAIVER	yes	___	no	___	N/A	__x__	HBE	_____ %	WAIVER	yes	___	no	___	N/A	__x__	NABE	_____ %	WAIVER	yes	___	no	___	N/A	__x__
ABE	_____ %	WAIVER	yes	___	no	___	N/A	__x__																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	__x__																																							
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HBE	_____ %	WAIVER	yes	___	no	___	N/A	__x__																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	__x__																																							



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E.
City Engineer & Interim Director

Date: April 5, 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.

**DECLARATION INVOKING THE EMERGENCY
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.

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

3/9/23

DATE

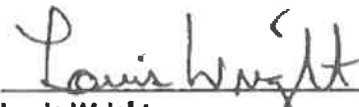
II. REVIEWED AND APPROVED



Torri Martin
City Attorney

3/9/23

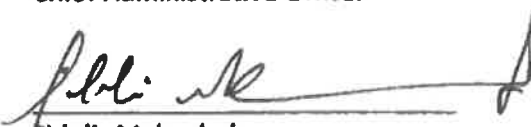
DATE



Louis Wright
Chief Administrative Officer

3/9/23

DATE



Fidelis Malembeka
Chief Financial Officer

3/9/23

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

3/9/23

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 *TSW*

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.

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.

Please let me know if you have any questions.



March 21, 2023

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

Re: Arts Center – Carpet, LVT, Epoxy

Dear Ms. Martin:

Please find attached a proposal from Craft Croswell in the amount of \$93,592.00 (Base bid - \$80,614 and Alternate #1 - \$12,524 and \$454). I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads 'David Marsh'.

David Marsh,
President

Accepted by:

A handwritten signature in blue ink, appearing to be 'C. L. ...', written over a horizontal line.

City of Jackson, Mississippi

RECEIVED

MAR 21 2023

Benchmark Construction
Corporation



Quotation / Bid

116 Ridgeland Plaza Ridgeland, MS 39157 601-856-8861 Fax:601-856-9476

Benchmark

TODAY'S DATE: March 21, 2023

Phone No:
FAX No:

PROJECT: Arts Center of Ma

ATTN: David Marsh

BID DATE/TIME:

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 any questions. Out of town call 1-800-279-8861.

Certificate of Responsibility Nos: MS #21117-MC LA #62166 TN #00062422 AL #S-55608 AR# 0408600122

Quantity:	Description:	Unit Price:	TOTAL:
1.00	Base Bid - Carpet and LVT		\$63,122
1.00	Epoxy Coating on Existing Toilet Room Floors		\$14,671
1.00	Alternate 1 Stair Treads	\$12,524	
	MPC TAX	\$454	
1.00	Alternate 2 Additional Areas	\$38,085	
	MPC TAX	\$1,382	
<p>Notes: Carpet 1 and 2 are for the Entrance and Passage only. Carpet 1 & 2 are included in a 3079 sqft quantity. We understand that there will be a pattern specified for these carpets. There may be an additional charge for material quantities to be ordered after the pattern is received. We have included demo of existing carpet as required and the stripping of existing VCT floorin to facilitate a direct install We have included standard floor prep in the amount of 27 bags. Stair Nosing is mechanically Fastened.</p>			
<i>**This proposal is valid for 45 days at which time material and freight prices may be increased</i>			

**STANDARD CONDITIONS
OF THIS BID / QUOTATION:**

ADDENDA READ:

Subtotal \$77,793

MPC Tax 2,821.50

(To be incorporated into any final contract):

TOTAL QUOTE \$80,614

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

WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES

CraftCrowell

By:

David Newell

Skd Newell, Estimator

Approved for order by:

X



March 21, 2023

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

Re: Arts Center – Mechanical

Dear Ms. Martin:

Please find attached a proposal from J L Roberts Mechanical in the amount of \$49,250.00 (Base bid only). I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads 'David Marsh'.

David Marsh,
President

Accepted by

A handwritten signature in blue ink, appearing to be 'Ch... L...', written over a horizontal line.

City of Jackson, Mississippi



PROPOSAL

COMPANY	BENCHMARK CONSTRUCTION CORPORATION	DATE	March 17, 2023
CONTACT	DAVID MARSH	CR #	13941-MC
PROJECT	ARTS CENTER OF MISSISSIPPI RENOVATIONS – JACKSON, MS		

SCOPE OF WORK

Plumbing

- Demolition of existing plumbing as indicated on plans NOT including the Breakroom sink
- Cut/Break/Remove Concrete for rough-in of this scope (Pouring back of concrete is excluded) (Dumpster is excluded)
- Furnish/Install two each new water closets and lavatories as scheduled
- Furnish/Install sanitary sewer and domestic water piping connected to existing services in area as indicated.
- Furnish/Install escutcheon to cover hole in wall at flush valve in room 104.

HVAC

- Demo of existing HVAC grilles as indicated on first floor NOT including community room
- Furnish/Install Lennox new grilles on first floor where indicated on plans
- Test and Balance

ALTERNATE #2 SCOPE OF WORK

- Remove and replace breakroom sink and faucet with new. Install icemaker box connection for refrigerator if desired by owner. (Patching of wall for installation of icemaker box is EXCLUDED)
- Demo and replace existing ceiling grilles in Community Room with new
- Demo ceiling grilles in area indicated on second floor and replace with new. This included removal of existing linear slot diffusers and replacement of them with new square ceiling diffusers as indicated on plans.

Not Included

Bond, dumpster, water proofing, latent conditions discovered during construction, fire protection, fire protection piping, site utility work, electrical, roofing, structural supports, painting of any kind, patching of walls, floors, ceiling. Concrete equipment/housekeeping pads, select fill/select bedding materials, asbestos testing/abatement

PRICING

BASE BID PRICE:	\$49,250.00
ALTERNATE #2 PRICE:	\$27,400.00

ACCEPTANCE

This proposal may be withdrawn by J.L. Roberts Mechanical if not accepted within 30 days. 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.	David Graves <i>J.L. Roberts Mechanical Authorized Representative</i>



March 21, 2023

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

Re: Arts Center – Painting

Dear Ms. Martin:

Please find attached a proposal from Elite Paint, LLC in the amount of \$76,686.00 (Base bid - \$66,750 and Alternate #1 - \$9,936). I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads 'David Marsh'.

David Marsh,
President

Accepted by:

A handwritten signature in blue ink, appearing to be 'Charles L. ...', written over a horizontal line.

City of Jackson, Mississippi



156 Greenfield Ridge Dr
Brandon, Ms, 39042
Phone: (601) 717- 2976
josef@elitepaintllc.com

Estimate

#035

Date

Mar/16/23

TO

BENCHMARK CONSTRUCTION CO.

1867 Crane Ridge Dr, Suite 200-A

Jackson, MS 39216.

BID PRICING

Project : Arts Center of Mississippi Renovations.

Bid Date: March/17/2023

Location: Jackson, MS.

MS License num: 23666-SC.

Addenda: None.

Sections Bid: Lv4 Drywall Finishing & Painting

Exclusions: Damage repairs in base bid.

Base Bid: \$66,750

ADD Alternates :

ALT-1 : \$9,936

ALT-2 : \$14,300

ALT-3 : \$8,500

Respectfully, Jose Fonseca.



March 21, 2023

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

Re: Arts Center – Drywall, Ceilings and other work items

Dear Ms. Martin:

Please find attached a proposal from Acoustics, Inc. in the amount of \$128,651.00 (Base bid - \$96,773 and Alternate #1 - \$31,878). I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink that reads 'David Marsh'.

David Marsh,
President

Accepted by:

A handwritten signature in blue ink, appearing to be 'Chapman Jones', written over a horizontal line.

City of Jackson, Mississippi

**ACOUSTICS INC
209 PARK COURT
RIDGELAND, MS 39157**

PROPOSAL

DATE: March 17, 2023

TO: BENCHMARK CONSTRUCTION

ATTN: DAVID MARSH

RE: ARTS CENTER OF MISSISSIPPI RENOVATINS

Provide labor and materials to install:

- NEW LAYIN CEILINGS PER PLANS
- METAL STUD & DRYWALL WORK PER PLANS
- INSTALL NEW HM DOOR FRAMES WHERE APPLICABLE
- REQUIRED DEMO FOR WORK LISTED ABOVE

BASE BID.....\$96,773

**ALT #1, MONUMENTAL STAIR.....ADD.....\$31,878
DOES NOT INCLUDE WOOD CAP AT 2ND FLOOR HANDRAIL PER DETAIL S/A331**

ALT #2, 1ST & 2ND FLOOR LAYIN CEILINGS & WALL DEMO.....ADD.....\$42,746

ALT #3, PATCH DRYWALL WHERE WALL MOUNT FIXTURES ARE REMOVED....ADD....\$5,693

**ALL PRICES INCLUDE 3.5% SALES TAX
SIGNIFICANT OVERTIME WORK INCLUDED TO MAINTAIN SCHEDULE**

QUALIFICATIONS:

- PROPOSAL BASED ON CONTRACT TERMS CONSISTENT WITH CONSENSUSDOCS 750
- NO FEES OR PERMITS
- NO TAPE, FINISH OR CORNERBEAD
- 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 22, 2023

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

Re: Arts Center, electrical work

Dear Ms. Martin:

Please find attached a proposal from ADCO in the amount of \$92,120.00 (Base bid only). I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads 'David Marsh'.

David Marsh,
President

Accepted by:

A handwritten signature in blue ink, likely representing the City of Jackson, with the initials 'JRM' written to the right.

City of Jackson, Mississippi

ADCO ELECTRIC INC.
CONTRACTORS ENGINEERS



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

March 17, 2023

David Marsh
Benchmark Construction
1867 Crane Ridge Drive
Suite 200-A
Jackson, MS

Re: Arts Center of MS Renovations

Dear David,

We propose to furnish all labor and materials for the electrical construction of the above referenced project in accordance with the plans and specs dated 3/10/2023.

Our price is:

Base Bid	\$ 92,120
Alternate #1 Atrium Lights replacement Add	\$ 13,770
Alternate #2 Event, Community, Breakroom Add	\$ 66,350

Our price is based on existing light fixtures removal and installation of Temporary fixture occurring before ceiling demolition begins.

The following are included in our base bid price:

- Revised to include MPC # and 3.5% tax
- Fixtures and Light Track (no heads with Track)
- Lead time for Fixtures – 3weeks
- Stainless Steel Covers on devices
- Alternate # are adders to base
- Demo above ceiling as required and disconnect power to make safe for in wall devices – Devices removed by others with wall/ceiling demo
- Existing Fire Alarm System removal and reinstallation of existing ceiling devices
- Existing CCTV ceiling device removal and reinstallation of existing in new ceiling
- Cleanup of electrical debris only, to GC furnished dumpster

Page 2

We specifically exclude the following:

- **Door Access equipment or installation**
- **Fire Alarm equipment or installation**
- **Repairs to existing Sound speakers or installation**
- **Repairs to existing CCTV system**
- **Ceiling Grid repairs**
- **Painting and patching of any material from new installation**
- **Performance and Payment bond**
- **Sales tax**
- **Clean up of jobsite except for removal of EC generated trash to GC provided dumpster**

The existing Fire Alarm system is obsolete, but functional. Most of the trouble signals indicated on the control panel are originated in the planetarium. Repairs to the Fire Alarm system are not included.

This proposal is based on the execution of an AIA or other mutually acceptable subcontract. Due to the escalation of raw materials this quote is valid for 15 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,

**Whit Adams
President**

ArtsCenter02.doc



March 21, 2023

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

Re: Arts Center – Glass Repair

Dear Ms. Martin:

Please find attached a proposal from GlassWorx in the amount of \$2,561.33. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads 'David Marsh'.

David Marsh,
President

Accepted by:

A handwritten signature in blue ink, appearing to be 'Charles L. Seal', written over a horizontal line.

City of Jackson, Mississippi

GlassWorx

1163 Weyerhaeuser Street
Philadelphia, MS 39350

Phone: 601-389-2020
Fax: 601-389-0331

PROPOSAL

To: David Marsh

JOB: glass replacement and panic cover

WE PROPOSE TO FURNISH AND INSTALL THE FOLLOWING AS REQUIRED:

1 @ 61" x 82" 1/4" bronze laminated glass, 1 @ 31" x 75" 1" tempered ig , 1 @ 53 x 16
1" tempered ig, and 1 @ panic dust cover .

ALL FOR THE SUM -----\$2,561.33 plus tax if
applicable

*EXCLUSIONS: TAX, WORK TO ADJACENT CONDITION, OPENING
PREPARATIONS, BREAKMETAL, AND/OR FINAL CLEANING.*

PROPOSAL VALID FOR 30 DAYS.

APPROVED BY: _____

DATE: 3/20/2023

THANKS,

Tyler Turk

COR #20599-SC



March 23, 2023

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

Re: Arts Center – Handrails, Toilet Accessories

Dear Ms. Martin:

Please find attached a proposal from West Architectural Specialties in the amount of \$12,385.43 (\$10,745 tax \$376.06, toilet accessories \$1,225 tax \$39.37). I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads 'David Marsh'.

David Marsh,
President

Accepted by:

A handwritten signature in blue ink, appearing to be 'C. P. Martin', written over a horizontal line.

City of Jackson, Mississippi

QUOTATION

291 Highway 51, Suite E-6
Ridgeland, MS 39157
Phone: 601/853-9908



P. O. Box 1828
Ridgeland, MS 39158-1828
Fax: 601/853-9921

To: Benchmark Construction

Date: 03.22.2023

Attention: David Marsh

PROJECT: Arts Center of Mississippi Renovations, Jackson, Mississippi

Addenda Acknowledged: None

We propose to furnish for the above project materials listed below:

Aluminum Handrails: as requested & as indicated below

Approx. 88 LF. 1-1/2" schedule 40 aluminum pipe wall handrail
All welded construction at bends. Splices provided as required.
Wall brackets have concealed bolts for mounting.
All aluminum is finished with 204-R1 clear satin anodized finish.

WE would recommend that at the top and bottom of the stair, the return around the end of the wall terminate on the end wall in lieu of a 2nd bend to wrap the corner. This would facilitate both fabrication and installation to meet your schedule and would still meet code requirements.

FURNISHED AND INSTALLED FOR THE SUM OF.....\$ 10,745.00

If required, add \$ 376.06 for 3.5% sales tax (MPC)

The anodizing company is currently running 3 weeks for anodizing, thus we would need to measure rails by next week in order to allow fabrication time, anodizing time, and installation time in order to meet your schedule.

Toilet Accessories: as identified on drawings

2 ea. 42" grab bars
2 ea. 36" grab bars
2 ea. 18" grab bars
2 ea. 24" x 36" stainless-steel framed mirrors

FURNISHED AND INSTALLED FOR THE SUM OF.....\$ 1,225.00

If required, add \$ 39.37 for 3.5% sales tax (MPC)

Note: Due to current fluctuations in stainless steel and aluminum prices, we are required to review all pricing after 30 days prior to accepting a purchase order for any products containing stainless steel or aluminum.

INSTALLATION AVAILABLE ON ALL MATERIALS UPON REQUEST, IF NOT SHOWN ABOVE

F.O.B. Factory, Freight allowed jobsite

MS COR# 17684-SC

Taxes: Not Included

TERMS: NET, 30 DAYS

By: M. Keith West, FCSI, CCPR **

Accepted: _____

This proposal is subject to the approval of the architect.

Prices are subject to change 30 days after date, and subject to acceptance by our suppliers. All agreements contingent upon strikes, accidents, or delays unavoidable or beyond our control.



March 23, 2023

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

Re: Arts Center – Rail Cap

Dear Ms. Martin:

Please find attached a proposal from Scanlon Taylor Millwork in the amount of \$5,454.00. 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

**SCANLON-TAYLOR MILLWORK COMPANY
MANUFACTURERS
ARCHITECTURAL WOODWORK
POST OFFICE BOX 5029
JACKSON, MS 39296-5029**

**Telephone: 601.362.5333
Fax: 601.981.7504**

**Office and Mill
2913 N. West Street
Jackson, MS 39216**

MATERIAL & INSTALLATION LABOR PRICE QUOTATION

DATE: 3/23/2023
TO: DAVID MARSH
COMPANY: BENCHMARK CONSTRUCTION CORP.
EMAIL: dmarsh@benchmarkms.com
FROM: SHERMAN DUKES
REFERENCE: ART CENTER OF MISSISSIPPI, CITY OF JACKSON – ATRIUM RAIL CAP
PAYMENT TERMS: NET 30 DAYS FROM DATE OF INVOICE – NO RETAINAGE WITHHELD

PRICE FOR MATERIALS & INSTALLATION LABOR TO PROVIDE THE PAINT GRADE ATRIUM RAIL CAP & REVEAL TRIM AT ROOM EVENT 200 (5,8/A331) PER DRAWINGS RECEIVED VIA YOUR EMAIL DATED 3/21/2023. PAINT GRADE CAP TRIM WILL BE POPLAR, SHIPPED LOOSE IN RANDOM LENGTHS.

MATERIALS PER SECTION 5/A331): \$ 4,158.00
140 LF - PAINT GRADE ATRIUM RAIL CAP / TRIM (1 1/4" X 7 1/4" CAP & (2) 1/2" X 3/4" REVEAL TRIM)

JOBSITE / INSTALLATION LABOR: \$ 1,296.00
WORK INCLUDES ONE TRIP TO THE JOBSITE AND INSTALLATION OF THE ATRIUM RAIL CAP / TRIM LISTED ABOVE.

TOTAL PRICE \$ 5,454.00
TAX INCLUDED IN PRICING

PRICE DOES NOT INCLUDE: PRIMING, PAINTING OR PREFINISHING; BLOCKING OF ANY KIND

PLEASE ADVISE HOW IS WE ARE TO PROCEED.

CALL WITH ANY QUESTIONS.



March 17, 2023

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

Re: Thalia Mara – Assessment of Escalators


Dear Ms. Martin:

Please find attached a proposal from Schindler Elevator Corp. in the amount of \$15,200.00. 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:  JSM

City of Jackson, Mississippi



Schindler Elevator Corporation
5251 Greenway Drive
Jackson, MS 39204-3212
Phone: 601-923-3344
Fax: 601-923-3371

LABOR ONLY ORDER AGREEMENT

Date: 03/13/2023

Estimate Number: CDUS-CPVT2Z (2022.5.1)

To: The city of Jackson c/o
Benchmark Construction
1867 Crane Ridge Drive
Suite 200-A
Jackson, MS 39216

Customer:
Thalia Mara Hall
255 East Pascagoula Street
Jackson, MS 39201

Attn: David Marsh

Schindler hereby proposes to provide the following with respect to the equipment located at the above building:

Survey/Assess Escalator Equipment **(2) Westinghouse Escalators**

As a Leader in the elevator industry, we are continuously investing in solutions that will help reduce repair and operating costs due to unforeseen events that impact your elevator system. We recommend the following scope of work at your request to create a greater level of operational reliability, efficiency, and reduced down-time for callbacks.

Scope of Work:

Schindler Elevator Corporation will provide labor only to complete the following work during regular working hours of the elevator trade.

1. Secure the equipment in a safe fashion to ensure a proper safe environment.
2. Troubleshoot and assess elevator equipment for damage and safety upgrades.
3. Labor not to exceed 2-team days.
4. If additional labor or material is required, a secondary proposal will be submitted.
5. Upon completion of this work all debris will be removed from the jobsite.

Price: \$15,200.00, plus applicable taxes. (Quotations valid for 30 days; price based upon work during regular working hours of regular working days.)

***Financing available (see below)**



Schindler

Payment: PO will be issued.
Balance due upon completion, within 30 days of invoice.

Schindler reserves the right not to source material or schedule labor for the above quoted work until initial payment has been received.

Schindler retains title to any equipment furnished hereunder until final payment is made. Late or non-payment will result in assessment of interest charged at a rate of 1 1/2% per month or the highest legal rate available, and any attorneys' fees, expenses, and costs of collection. The customer understands that this is a fixed price proposal. Supporting documentation for materials and/or labor shall not be a condition precedent for payment in full to be made to Schindler.

Available Financing: Schindler understands that the cost of capital improvements can put a strain on a property's budget. For this reason, Schindler has teamed with leading financial organizations (Lender) in an effort to help our customers sort through the best options to fund these capital improvements. The financing is done directly between the Lender and you, our customer. In return, Schindler requires that you enter into a new 5-year maintenance agreement with Schindler.

Often times, other building systems will need upgrades as a part of the elevator or escalator improvements. The cost of the related work can be rolled into the total finance package with the Lender.

As an example, if you finance \$25,000.00 for 60 months, your monthly payment would be approximately \$510.00 plus any applicable state and federal tax. The monthly finance payment is an approximation and will be finalized between you and the Lender.

Financing is subject to the borrower's qualifications, including income, property evaluation, sufficient equity and final credit approval. Approvals are subject to underwriting guidelines, interest rates, and program guidelines. Loans are subject to change without notice based upon eligibility and market conditions. This is not a commitment to make a loan as financing options are subject to credit checks and approval.

This program is offered and provided through third-party financial organizations and are dependent upon those entities' rules, regulations, and restrictions.

If the maintenance agreement is cancelled for any reason prior to the 60-month term, all remaining balances become due immediately.

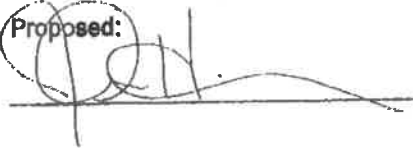
Your sales representative will be happy to facilitate the process moving forward if you are interested in our financing option. The finance credit approval form can be found attached to this document.



Schindler

The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed: 

Accepted: _____

By: Joanne Harrison

By: _____

For: Schindler Elevator Corporation

For: Benchmark Construction

Title: Sales Representative

Title: _____

Date: 3/13/2023

Date: _____

Approved: _____

By: Vincent Heeney

Title: _____

Date: _____



Schindler

TERMS AND CONDITIONS

1. Any changes to the building to meet local or state codes are to be made by Purchaser. Any changes in the Work required due to building conditions discovered in the performance of the Work will be paid by Purchaser.
2. No work, service materials or equipment other than as specified hereunder is included or intended.
3. Purchaser retains its normal responsibilities as Owner of the equipment which is subject of this Agreement.
4. Schindler will not be liable for damages of any kind, in excess of the Price of this Agreement, nor in any event for special, indirect, consequential or liquidated damages.
5. Any cutting and patching is by others and not included in this work.
6. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, epidemics, pandemics, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.
7. We warrant that the work will comply with the specifications and that there will be no defects in materials or workmanship for one year after completion of the work or acceptance thereof by beneficial use, whichever is earlier. Our duty under this warranty is to correct nonconformance or defect at our expense within a reasonable time after the receipt of notice. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Purchaser's remedies hereunder are exclusive.
8. Purchaser agrees to defend, indemnify and hold Schindler harmless from and against any claims, lawsuits, demands, judgments, damages, costs and expenses arising out of this Agreement except to the extent caused by or resulting from the sole and direct fault of Schindler.
9. For non-maintenance contract customers, Customer hereby agrees, without limitation, to defend, indemnify, release and hold harmless Schindler and its employees, affiliates, divisions, parent entities, predecessors and successors, representatives and agents from and against all claims, liabilities, losses, injuries, death, damages, fines, penalties, payments, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or relating to the Work performed by Schindler under this Agreement.
INSURANCE: At a minimum, Customer shall provide to Schindler, insurance coverages as set forth within, and a certificate of insurance evidencing such coverage: Comprehensive General Liability (including Products Liability, Completed Operations, Broad Form Property damage, and Blanket Contractual Liability) in the amounts of \$2M per occurrence, \$5M aggregate. Schindler Holding, Ltd., Schindler Elevator Corporation, and Schindler Enterprises, Inc. shall be named as additional insureds on the above referenced policies, pursuant to ISO Form CG 2010 11/85, and shall appear as such on the Certificate of Insurance. Insurance shall provide a waiver of subrogation in favor of the entities named as additional insureds. Insurance shall be primary over any other valid and collectible insurance. Any deductible / retention is the responsibility of the Named Insured.
10. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/ access/ object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.
11. In the event of governmental changes to applicable tariffs, tax rates, including but not limited to sales tax, use tax, excise tax, privilege tax, transaction tax and similar changes, or loss of tax exempt status, Schindler reserves the rights to adjust the contract price accordingly to account for all additional cost impacts.
12. We reserve the right to modify price and schedule without penalty due to material or component shortages, increases in inflation and/or material price increases based upon the S&P Material Price Index (MPI).



March 23, 2023

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

Re: Thalia Mara – Pressure Clean Public Walks, Clean City Gutters

Dear Ms. Martin:

Please find attached a proposal from Priority Exterior Cleaning in the amount of \$2,100.00. 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



Priority Exterior Cleaning, LLC
(601) 966-0731

Estimate# EST-01520



ESTIMATE

EST-01520

PDF

(<https://www.markate.com/public/pros/estimates/view/format=pdf>) Print

(<https://www.markate.com/public/pros/estimates/view/format=print>)

ESTIMATE TOTAL

\$2,100.00

FROM:
Priority Exterior Cleaning, LLC
309 Royal Pond Circle
Flowood, MS, 39232
Email: Sales@Priorityexteriorcleaning.com
Phone: (601) 966-0731

Estimate Date: Mar 22, 2023
Expiry Date: Apr 19, 2023

Accept

Decline

TO:
David Marsh
Thelma Mara Hall
Jackson, MS, 39201
Phone: (601) 454-5622

JOB LOCATION:
David Marsh
Thelma Mara Hall
Jackson, MS, 39201
Phone: (601) 454-5622

JOB:

# Services	Total
1 Sidewalk (near streets)	\$1,500.00
<p>Pre-treat all concrete surfaces to be cleaned with our cleaning solution. This will help kill any mold, mildew, or algae, and will also bring dirt and soil to the surface which will aid in helping the cleaning process.</p> <p>Surface clean concrete surface with our hot water machines to effectively remove mold, mildew, algae, and dirt from the surfaces</p> <p>Post treatment- we will then apply our concrete brightening solution which will soak into the porous surfaces in the concrete and kill off any remaining mold, mildew, and algae, and will give the concrete a brighter finish.</p>	
2 Leaf bag and remove	\$600.00
Subtotal	\$2,100.00
Grand Total (\$)	\$2,100.00



March 23, 2023

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

Re: Thalia Mara – Awning – Revised

Dear Ms. Martin:

Please find attached a proposal from French Awning in the amount of \$28,462.50. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink that reads 'David Marsh'.

David Marsh,
President

Accepted by A handwritten signature in black ink, likely representing the City of Jackson, written over a horizontal line.
City of Jackson, Mississippi

Proposal
FRENCH AWNING & SCREEN CO. Inc.
Mississippi's Oldest... There's got to be a reason why!!!
 4514 S. McRaven Road Jackson, Ms. 39204
 601-922-1132 Fax - 601-922-9671

Proposal Submitted To: Benchmark Construction Date: 03-21-23
1867 Crane Ridge Drive Ste 200-A Jackson MS 39216
 ADDRESS CITY STATE ZIP CODE
 Contact: David Marsh Day Phone 601-362-6110 Cell Phone 601-941-7250 E-Mail dmarsh@benchmarkms.com
 Fax _____ Job Name Thalia Mara Hall Job Location 255 E Pascagoula St - Jackson, MS 39201

We hereby submit SPECIFICATIONS and ESTIMATES for
 ***** Authorized dealer for *Balleys* *****

DESCRIPTION:

- One (1) 11' x 93' Aluminum Walkway Cover
- Extruded Gutter
- Roll form Flat Pans
- 3" Extruded Aluminum Post
- Color - Bronze
- Custom Made & Installed

Time: Based on production schedule. Installation approx: 6-8 Weeks from date of signed proposal.
 French Awning & Screen Company excludes Holidays and Week-Ends & Rain Days on approximate install date.
 All material or products are guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices and specifications listed above. Any extra costs will be executed upon written orders, and will become an extra charge over and above the estimates. All agreements contingent upon strikes, accidents or delays beyond our control. Price based on standard company procedures, insurance and installation. Customer will be responsible for any permits if needed.
 ****Please let our 3rd generation 78 year old company service your needs****

Total \$ 27,500.00
 Sales Tax \$ 962.50
 Total Investment \$ 28,462.50
 Terms to process order..... ½ Deposit with signed order \$ 14,231.25
 Balance on completion \$ 14,231.25

Customer Acceptance: _____ Date: _____

Tom Wallace
 French Awning & Screen Co.

Acceptance of Proposal:

THE ABOVE PRICES, SPECIFICATIONS & CONDITIONS ARE SATISFACTORY HEREBY ACCEPTED BY THE PROPERTY OWNERS.



March 27, 2023

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

Re: Arts Center – Removal of Center Rail

Dear Ms. Martin:

Please find attached a proposal from Industrial Services Company in the amount of \$1,940.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink that reads 'David Marsh'.

David Marsh,
President

Accepted by:

A handwritten signature in black ink that reads 'Catorla P. Martin'.

City of Jackson, Mississippi

INDUSTRIAL SERVICES COMPANY

P.O. BOX 3426
JACKSON, MS. 39207

Phone 601-922-0156
Fax 601-922-0158

March 27, 2023

**Benchmark Construction
1867 Crane Ridge Dr
Suite 200-A
Jackson, MS. 39216**

**RE: Arts Center of Mississippi
201 E. Pascagoula St
Jackson, MS. 39201**

Provide labor to remove center section of handrails to finished floor elevation of each stair tread at above referenced job

Job to consist of the following:

- 1. Weekend or off- shift hours**
- 2. Handrail sections will be removed with abrasive cut-off wheels and pickets removed to top of existing concrete on each stringer**
- 3. Removal and disposal of all handrail items from job site**

Price excludes the following:

- 1. Retainage**
- 2. Repair of concrete treads**

Add Alternate Price: \$ 1,940.00

**Thank You
Fred Shaw**



March 28, 2023

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

Re: Thalia Mara – Interior Paint

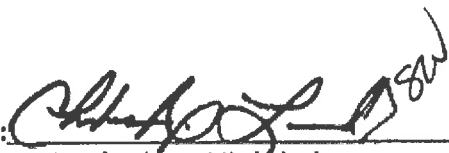
Dear Ms. Martin:

Please find attached a proposal from Elite Paint, LLC in the amount of \$96,400.00. 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



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

TO: BENCHMARK CONSTRUCTION

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

Estimate	Date
#024	Mar/28/23

Project: Interior / Thalla Mara Hall
Address: 255 E Pascagoula St.
Jackson, MS 39201

touch ups walls,

touch ups doors frame

Metal doors Painted

Stage floor painted

high walls Painted

Total Estimate \$96,400

Respectfully, Jose Fonseca



March 31, 2023

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

Re: Thalia Mara – Trench Grate for Landing

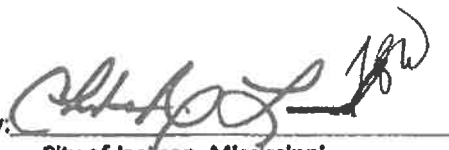
Dear Ms. Martin:

Please find attached a proposal from Larry Reeves Contracting in the amount of \$3,300.00. 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

Proposal

LARRY C. REEVES, CONTRACTING
 P.O. BOX 97223
 PEARL, MS 39288
 PHONE-(601)932-5549 FAX-(601)932-5528

Proposal No.: 2
 Date: 3-30-2023

C L I E N T	Benchmark Construction CONSTRUCTION MANAGER Thalia MARA HALL JACKSON, MS.	Job Name: _____ Start Date: _____ Job Location: <u>255 E PASCAGOULA ST JACKSON, MS</u> Job Phone: _____
--	--	--

WE PROPOSE TO:

TRENCH DRIVING MATERIAL	41350.
N.S. SUBMITTED	
Additional Labor AND Concrete	41750

Additional information pertaining to this Proposal Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreement contingent upon strikes, accidents, or delays beyond our control. Charge is \$100 per hour plus materials. X _____	Total Job Cost For Proposal: <u>\$3300.00</u> Authorized Signature: <u>Jamy Cleaver</u>
---	--

ACCEPTANCE OF PROPOSAL

Conditions Of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.	Signature: _____ Date: _____
--	---------------------------------

CLIENT COPY--FOR CLIENTS RECORDS



April 3, 2023

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

Re: Thalia Mara – Electrical Work

Dear Ms. Martin:

Please find attached a proposal from Adco Electric in the amount of \$288,990.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Marsh', written in a cursive style.

David Marsh,
President

Accepted by:

A handwritten signature in black ink, appearing to read 'Charles L. Smith', written in a cursive style.

City of Jackson, Mississippi

ADCO ELECTRIC INC.
CONTRACTORS ENGINEERS



2236 MADDOX ROAD P.O. BOX 7395
JACKSON, MISSISSIPPI 39282-7395
(601) 922-3676 FAX (601) 922-9705

April 3, 2023

David Marsh
Benchmark Construction
1867 Crane Ridge Drive
Suite 200A
Jackson, MS

Re: **Thalia Mara Hall Exterior Lighting Repair **REV01****

Dear David,

We propose to furnish all labor and materials for the electrical construction of the above referenced project in accordance with the scope of work described below.

Our price is:

Base Bid \$ 201,470

****Deduct front Lettering Light (Deduct) (\$ -1,800)**

****Allowance for (10) West Canopy lights
currently included in Base Bid above: \$ 3,850**

199,670
+ 89,320
\$ 288,990

Generally, our work will include repairs and necessary re-lamping of the exterior fixtures. Also included are the replacement of some fixtures and additional fixtures as noted.

The following are included in our base bid price:

- Fixture lamp replacement upper (52) and lower (44) exterior balcony
- Existing exterior step light (14) repair or replace
- Relocated and extend circuit for (3) new flag pole lights
- Replace Statue Light (2) with new color controlled lights
- Power connection and installation to (6) fountain pumps and light kits, (3) in each fountain (fountain kits/pumps by other)
- Replace lower west side canopy lights with (10) new surfaced mounted LED
- Replace (6) upper west side walkway lights (to Arts Center) (See breakout above)
- Replace (4) NW entry canopy lights

Page 2

(Inclusions cont.)

- Add light and circuit for sign at front of east fountain (**See Deduct above**)
- Add (6) new wall light for disabled walkway on east side
- Replace missing device cover plates
- Includes MPC # and 3.5% tax
- Cleanup of electrical debris only, to Owner provided dumpster

We specifically exclude the following:

- Fountain Pump and Light Kit or weight/anchoring
- Landscape or grass repairs
- Painting and patching
- Sealing of rooftop penetrations (If needed)

This proposal is based on the execution of an AIA or other mutually acceptable subcontract. **Due to the escalation of raw materials this quote is valid for 15 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

TMHexterior03.doc

ADCO ELECTRIC INC.
CONTRACTORS ENGINEERS



2236 MADDOX ROAD P.O. BOX 7395
JACKSON, MISSISSIPPI 39292-7395
(601) 922-3575 FAX (601) 922-9706

March 28, 2023

David Marsh
Benchmark Construction
1867 Crane Ridge Drive
Suite 200A
Jackson, MS

Re: Thalia Mara Hall Interior Lighting Repairs

Dear David,

We propose to furnish all labor and materials for the electrical construction of the above referenced project in accordance with the scope of work described below.

Our price is:

Base Bid	\$ 89,320
----------	-----------

Generally, our work will include repairs and necessary re-lamping of the interior fixtures. Also included are the replacement of some fixtures and additional fixtures as noted. This work will include the following:

- Fixture replacement in dressing rooms with flat panel 2x4 troffers
- Repair of fixtures at rear and sides of stage
- Lamp replacement in recessed fixtures and porcelain lamp holders as needed
- Adjust and repair recessed fixtures over control area
- Extend cove lighting at second floor lobby area
- Foyer fixture repair
- Escalator wall sconce fixture repair
- Repair of auditorium fixtures
- Repair of aisle lighting (chair lights)
- Repair of step lights and replacement of missing louvers at second floor
- Replace (4) existing fluorescent fixtures with new down lights at lower level alcoves
- Replace missing device covers
- Includes MPC# and 3.5% tax
- Cleanup of electrical debris only, to GC furnished dumpster

Page 2

We specifically exclude the following:

- **Any fire alarm work**
- **Theatrical lighting repair**
- **Drywall repair at can lights above control area**
- **Painting and patching of any material from new installation**
- **Fixture repair or replacement in storage areas (currently locked)**
- **Performance and Payment bond**

This proposal is based on the execution of an AIA or other mutually acceptable subcontract. Due to the escalation of raw materials this quote is valid for 15 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,

**W. W. Adams Jr. P.E.
President**

TMHinterior01.doc

Office of the City Attorney

455 East Capitol Street
Post Office Box 7290
Jackson, Mississippi 39201-7179
Telephone: (601) 960-1799
Facsimile: (601) 960-1796

OFFICE OF THE CITY ATTORNEY
4/5/23

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.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, *Legal Counsel*

4/5/23

DATE

#34

ORDER RATIFYING CONTRACT FOR THE PURCHASE OF A 2019 VACTOR 2115i POSITIVE DISPLACEMENT MODEL COMBO VACUUM JET TRUCK FOR THE SEWER MAINTENANCE DIVISION OF THE DEPARTMENT OF PUBLIC WORKS

CITY OF JACKSON
OFFICE OF THE CITY ATTORNEY
5/22/23

WHEREAS, the Sewer Maintenance Division of the Department of Public Works is responsible for implementing the Sewer Overflow Response Plan (SORP) required under the City's 2013 Clean Water Act Consent Decree; and

WHEREAS, combo vacuum jet trucks are required by the Sewer Maintenance Division to assist in implementing the SORP by addressing sanitary sewer overflows (SSOs) that happen in the wastewater collection system as a result of the accumulation of fats, oils, and grease, debris from pipe collapses, tree roots, and other materials that can clog sewer lines; and

WHEREAS, the combo vacuum jet trucks currently available to the Sewer Maintenance Department are at least ten-years old and in constant need of repair to return them to service; and

WHEREAS, as a result there are frequent occasions when the City is without a combo vacuum jet truck to respond to SSOs; and

WHEREAS, the Department of Public Works recently identified a used truck, model year 2019 Vactor 2115i positive displacement model combo vacuum jet truck for sale by Sansom Equipment Company; and

WHEREAS, purchasing a used truck is more advantageous to the City because it will be available almost immediately rather than the significant wait of twelve to eighteen months for a new truck; and

WHEREAS, the Mayor, on behalf of the City, has signed a Sales Contract to purchase the used combo vacuum jet truck from Sansom Equipment Company for \$377,000.00; and

WHEREAS, pursuant to Miss. Code Ann. § 31-7-13(k), due to issues with the City's existing combo vacuum jet trucks and the need to respond in a timely manner to SSOs to mitigate hazards to human health and the environment, the City of Jackson invoked the emergency procurement procedure to purchase a reliable, used combo vacuum jet truck, a copy of which is attached hereto; and

WHEREAS, pursuant to the emergency procurement process, the Mayor has signed the Sales Contract with Sansom Equipment Company to purchase a used 2019 Vactor 2115i positive displacement model combo vacuum jet truck, a copy of which Sales Contract is attached hereto; and

WHEREAS, the Sewer Maintenance Division of the Department of Public Works asks that this Council ratify the Sales Contract consistent with Miss. Code Ann. § 31-7-13(k).

Item # Agenda Item No. 34
Date: April 11, 2023
By: R. Lee, Lumumba

Office of the City Attorney

455 East Capitol Street
Post Office Box 277
Jackson, Mississippi 39202-2777
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
APR 5 2023

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING CONTRACT FOR THE PURCHASE OF A 2019 VACTOR 2115I POSITIVE DISPLACEMENT MODEL COMBO VACUUM JET TRUCK FOR THE SEWER MAINTENANCE DIVISION OF THE DEPARTMENT OF PUBLIC WORKS** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, *Legal Counsel*

4/5/23

DATE

**DECLARATION INVOKING THE EMERGENCY
PROCUREMENT PROCEDURE**

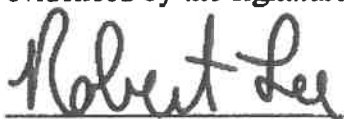
I. REQUEST

The City of Jackson Department of Public Works has two combo vacuum and jet trucks that are over 10 years old. Due to the high usage of the trucks, they are at or beyond the end of their daily reliable service life. The trucks run into frequent maintenance issues resulting in the trucks being in repair shops more than in service on the street. The City of Jackson is required to keep reliable vacuum and jet trucks in inventory to respond to daily complaints about sewer main clogs that cause sanitary sewer overflows. The overflows of sewer out of the sanitary sewer system into creeks and streets are a hazard to the public health.

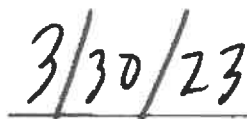
New combo vacuum and jet trucks typically require an 18 month build out time from manufacturers. Given the current situation, that is too long to wait while sewer issues persist. The Department of Public Works has found a late model used combo vacuum and jet truck that is readily available for purchase. The Department has reserved funds from Modernization Tax revenues for such a purchase. Given the urgent need to have a reliable combo vacuum and jet truck in service to clear out chokes and clogs that cause sewer backups into homes and overflows into streets, the City will need to move expeditiously to purchase a reliable late model truck before another agency in the region purchases it.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the purchase of a reliable late model combo vacuum and jet truck or equivalent, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.


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



Robert Lee, P.E.
Interim Director, Department of Public Works



DATE

II. REVIEWED AND APPROVED



Torri Martin
City Attorney

3/30/23
DATE



Fidelis Malembeka
Chief Financial Officer

03/30/23
DATE




Louis Wright
Chief Administrative Officer

3/30/23
DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the need to purchase of a reliable late model combo vacuum and jet truck or equivalent constitutes an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that a contract to purchase of a reliable late model combo vacuum and jet truck or equivalent is authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved, effective March 30, 2023.



CHOKWE A. LUMUMBA
Mayor

3/30/23
DATE



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E. *RL*
City Engineer & Interim Director

Date: March 30, 2023

Subject: Declaration of Emergency - Purchase of Used Combo Vacuum/Jet Truck

The City of Jackson Department of Public Works has two combo vacuum and jet trucks that are over 10 years old. Due to the high usage of the trucks, they are at or beyond the end of their daily reliable service life. The trucks run into frequent maintenance issues resulting in the trucks being in repair shops more than in service on the street. The City of Jackson is required to keep reliable vacuum and jet trucks in inventory to respond to daily complaints about sewer main clogs that cause sanitary sewer overflows. The overflows of sewer out of the sanitary sewer system into creeks and streets are a hazard to the public health. Furthermore, vacuum and jet trucks are required for the City to comply with the terms of its Sewer Overflow Response Plan (SORP), which is a requirement of the City's Clean Water Act Consent Decree. Continued inability to fully implement the SORP jeopardizes the City's efforts to renegotiate the Consent Decree and risks the imposition of the stipulated penalties by the EPA and MDEQ.

New combo vacuum and jet trucks typically require an 18 month build out time from manufacturers. Given the current situation, that is too long to wait while sewer issues persist. The Department of Public Works has found a late model used combo vacuum and jet truck that is readily available for purchase. The Department has reserved funds from Modernization Tax revenues for such a purchase. Given the urgent need to have a reliable combo vacuum and jet truck in service, the City will need to move expeditiously to purchase a reliable late model truck before another agency in the region purchases it.

In order to aid in providing relief from persistent overflows particularly clogs and chokes on sewer mains to help prevent backups into homes and overflows into streets, I recommend that the emergency procurement process pursuant to Section 31-7-13 (k) of state law be invoked.



SALES CONTRACT

REFERENCE # SECQ5360
 DATE Mar 31, 2023

To: Antonio Wiggins
 City of Jackson
 4225-B Michael Avalon Street
 Jackson, MS 39209
 United States

Sales Contact: Dustin Jones
 601-966-1266
 dustinjones@secequip.com

(601) 960-1866
 dant@city.jackson.ms.us

QUOTE STATUS	SHIPPING TERMS	DELIVERY IN DAYS	PAYMENT TERMS
Bid	Customer Location	Immediate	Net Delivery

QTY	DESCRIPTION
1	2019 Vactor 2115I PD, 16" Vac S/N 19-10V-18883
1	Additional Water, 1500 Gal Total (15 yrd)
1	80 GPM/2500 PSI
1	48w x 22h x 24d Curbside Toolbox with Lighting
1	Debris Body Washout
1	6" Rear Door Knife Valve w/Camloc, 3:00 position
1	Pump Off Ports and Programming
1	Centrifugal Separators (Cyclones)
1	Folding Pipe Rack, Curbside, 7" Pipe
1	Fixed Rear Door Pipe Rack, 7" Pipe
1	Rear Door Splash Shield
1	Lube Manifold
1	Body-Up Alarm
1	Air Purge
1	Hot Shift Blower Drive (automatic Transmission)
1	Blower High Temp Safety Shutdown

QTY	DESCRIPTION
1	Digital Water Level Indicator
1	Debris Body Level Indicator
1	180 deg. 10' x 15' Rapid Deployment Boom
1	Boom Out of Position Light/Alarm
1	Bellypack Wireless Controls with hose reel controls, 2-way communications, and LCD Display
1	Rotatable Boom Inlet Hose, 10 x 15 RDB
1	Anti Splash Valve
1	Hydro Excavation Kit - Includes Lances, Nozzles, Storage Tray, and Vacuum Tubes
1	600' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD
1	Hose Wind Guide (Dual Roller), Auto, Non-Indexing with Pinch Roller
1	Hose Reel Manual Rewind
1	High Pressured Hose Reel
1	Rodder Pump Drain Valves
1	Rear Directional Control, Split LED Arrow Traffic Controller, 10 Lights
1	Waterproof, Rechargeable, Wireless, Handheld, LED Spot Light w/12V Charger and Plug
1	10 Light Package, 10 Federal Signal Strobe Lights, LED
1	LED Mid-Ship Turn Signals
1	Worklights (2), LED, 10 x 15 RDB
1	Worklights (2), LED, Rear Door
1	Worklight, LED, Operators Station
1	Worklight, LED, Curb Side
1	Safety Cone Storage Rack - Drop in Style
1	Toolbox, Behind Cab - 16w 30h x 96d - with Lighting
1	2020 Kenworth T880 Chassis - VIN 1NKZLJ0X9LJ389221

Accepted by:

TOTAL

\$377,000.00

Chokwe A. Lumumba

Print Name



CPM

Signature

BIRMINGHAM AL OFFICE

2800 Powell Avenue
Birmingham, AL 35233
Ph: (205) 324-3104
Fax: (205) 324-2679

MOBILE AL OFFICE

2025 West 165 Service Road North
Mobile, AL 36618
Ph: (251) 631-3766
Fax: (251) 631-3768

SHELBYVILLE TN OFFICE

3196 Highway 231 North
Shelbyville, TN 37160
Ph: (615) 696-7066
Fax: (615) 413-5323

STONECREST GA OFFICE

2601 S Stone Mountain Lithonia Road
Stonecrest, GA 30058
Ph: (706) 685-6900
Fax: (706) 609-3491

**THIS CHANGES
EVERYTHING.
AGAIN.**



VACTOR
2100i

THE NEW VACTOR® 2100i. SIMPLY BETTER.



Intuitive. Intelligent. Innovative. Individualized. Incomparable.

These words describe the new Vactor 2100i. Add it all together and you have a machine that combines proven performance with a new level of simplicity and ease. With an emphasis on ergonomics, Vactor has engineered an array of innovations that together speeds work, reduces fatigue on your operators, and lets them focus on the work in front of them, not the machine behind them. Among the host of innovations you'll find on the 2100i are:

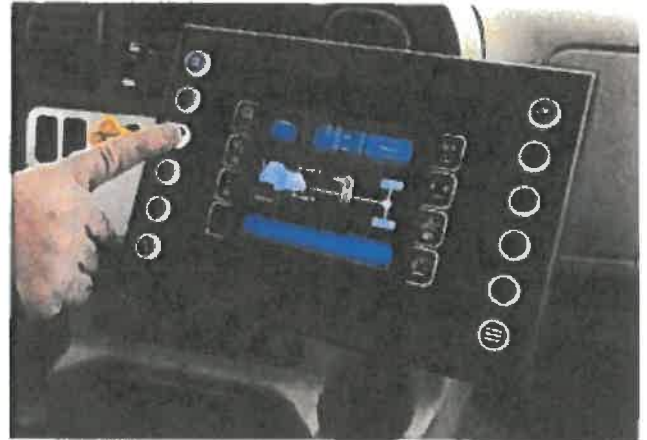
- New IntuiTouch™ single in-cab control screen for PTO/Transfer Case Activation that is as simple as pushing a button
- New IntuiTouch operator control station that features a singular, adjustable control panel for operator ease and comfort during all sewer cleaning functions
- New 7" easy-to-read screen at the operator's station to monitor critical data from the sewer cleaning system and chassis
- New optional wireless controls, including updated belly pack and handheld remotes featuring a view screen for monitoring key operational functions when working away from the truck
- New optional RDB 10i5™ Rapid Deployment Boom telescopes out 10 feet and extends the debris hose down 15 feet minimizing the need for additional tubes, speeding and easing set-up and tear-down

The new 2100i is truly the evolution of a revolution that is not just easier to operate...it's easier on the operator

VACTOR 2100i. INTUITIVE IN EVERY WAY.

New IntuiTouch® one-touch in-cab controls redefine simplicity

- 7" touch screen control features backlit tactile buttons
- Includes controls and viewing screen for camera, lighting, recirculation and PTO/Transfer case activation
- One-Touch engagement to activate PTO and transfer case – allowing operators to gain control of all operational systems
- Operator can view the current operating mode, recirculation status, flows, pressures and more



New IntuiTouch control station puts all cleaning system functions into a single, simple control panel

- Articulating controls with up/down adjustment for individualized maximum comfort – articulation allows the control panel to adjust on a 90 degree arc for better access and screen visibility while operating the hose reel and boom
- All controls are consolidated into a single control panel including a 7" dashboard screen with glove-friendly tactile buttons featuring at-a-glance data for water pressure and flow, hose footage, chassis RPM, vacuum information, water level*, debris tank level* and more



- New, reliable touch buttons with backlit feedback enable the operator to know if a selected function is active
- The new hose reel joystick significantly improves response time and pays in and out in the direction of the hose reel
- The boom joystick has a telescoping feature built in, giving the operator full mobility with multiple direction boom movement for quicker set up
- Operators have full control of the water system via a single Multi-Flow control dial – enabling them to precisely match the flow and pressure to the job requirements
- E-stops located at all operator control points bring the unit to a safe condition to protect both the operator and the equipment

*Optional equipment

UP AND DOWN, FRONT AND BACK THE VACTOR 2100i OFFERS YOU GREATER OPERATING EASE AND EFFICIENCY.

- JetRodder® Water Pump

- Uniquely designed for sewer cleaning, the JetRodder Water Pump provides smooth continuous flows through its entire operating range – ranges available from 0 to 100 GPM and pressures up to 3000 PSI!

- Easily activated, powerful “Jackhammer” action for long runs or difficult blockages

- The slow movements of its five moving parts make the Vactor JetRodder pump the industry leader in longevity and carefree maintenance

- Vactor's Multi-Flow system lets operators set the flow at a lower rpm resulting in better fuel economy without sacrificing performance

- Vactor's unique air-routing and filtration system get the work done faster, safer, and more productively

- All water valves are located in the same mid-ship control station, reducing the amount of walking back and forth around the truck by the operator

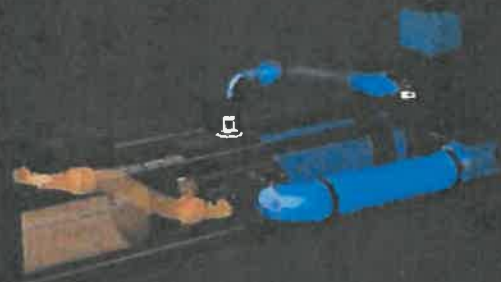
- The quieter engine design, high ground clearance, lower water fill point, and twist-and-lock pipe restraints enhance the operator experience

- The hose reel can telescope out up to 15 inches and rotate up to 270° for optimal positioning

- Vactor's water tank system is designed and built with high quality, high-strength light weight aluminum for maximum capacity and maintaining a low center of gravity – the tanks feature superior corrosion resistance and are backed by a 10-year standard warranty

- Unique Modul-Flex design provides for maximum capacities and optimum weight distribution on every truck

- Standard 60 inch (1524 mm) high dump enables you to unload debris into roll-offs up to 5-feet (1.524 m) high without requiring a lift or ramp

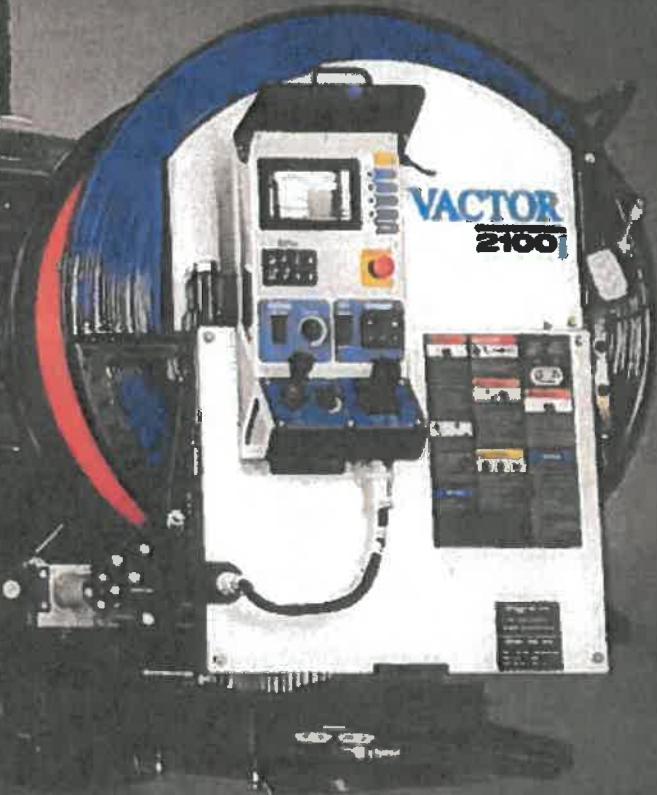




IntuiTouch articulated controls put controls within comfortable reach, allowing operators to better focus on their work.



Vector's centrifugal cyclones* are designed and located to improve air filtration and permit easier cleaning.

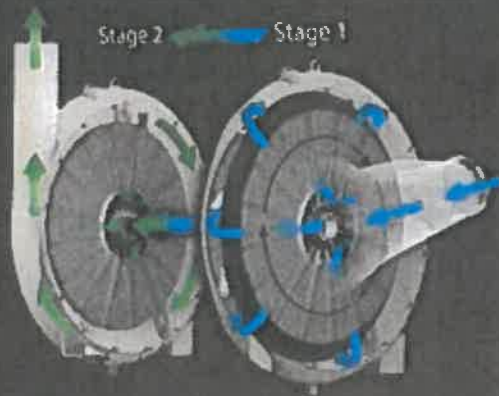
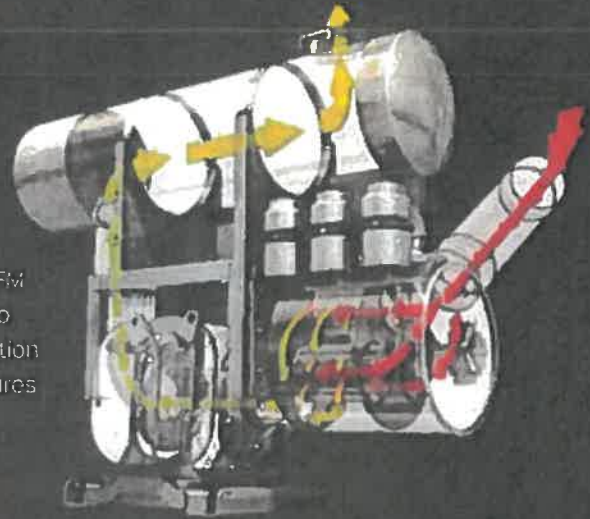


*Optional equipment

THE VACTOR 2100i COMES IN THE CONFIGURATIONS YOU NEED.

Our Positive Displacement (PD) model is ideal for pulling material long distances

With blower offerings providing inlet volumes in excess of 5000 CFM and 18 Hg vacuum, the Vactor 2100i PD is the machine you need to tackle your deepest pulls. In addition, our multi-stage blower filtration system is the most productive of its kind, and unique design features make the 2100i the most operator friendly unit available.



For all around service, choose a single engine, single or dual stage fan model

Vactor's fan system is the right choice for all-around sanitary and storm sewer cleaning. Whether equipped with a single or dual (for greater vacuum) fan system, our lightweight, perfectly balanced aluminum fan provides superior performance to handle your toughest jobs. Our unique system also minimizes energy consumption while maximizing performance.

Our water recycling model saves thousands of gallons of clean water every shift

Simple to operate, our self-cleaning system offers significant advantages:

- Absolute water filtration to 100 micron particle sizes eliminates most abrasive particles to protect the water pump, hoses, nozzles, and sewer lines
- 5-stage filtration system combines settling, centrifugal separation and absolute filtration to 100 microns
- Simultaneous operation recycles water while cleaning lines
- No moving parts in the body or tanks
- Never a need to enter a body or tank to maintain the system components



CUSTOMIZE YOUR 2100i WITH PERFORMANCE DRIVEN OPTIONS.

Our RDB 1015 Rapid Deployment Boom **RDB|15™**

Our revolutionary new boom telescopes 10 feet out and extends the debris hose down 15 feet speeding work, and, in many cases, eliminating the need for additional tubes, reducing operator fatigue. The RDB 1015 offers you:

- Dramatic reduction in set-up and tear-down time with boom's ability to pay-in and pay-out 15 feet of vacuum hose
- Reach greater depths without raising the position of the boom to enhance speed and efficiency
- The ability to work in areas of low overhead clearance without raising the boom and still reach needed depths



New wireless controls

Vactor has enhanced its wireless controls with new belly pack and handheld remotes that feature two-way data transmission, including active pressure and flow information for the water and the ability to monitor hose footage being paid out or retracted. Our wireless controls also allow:

- Extensive operation with greater control away from the fixed operator station
- Multiple control functions including hose reel control, boom control, e-stop and more



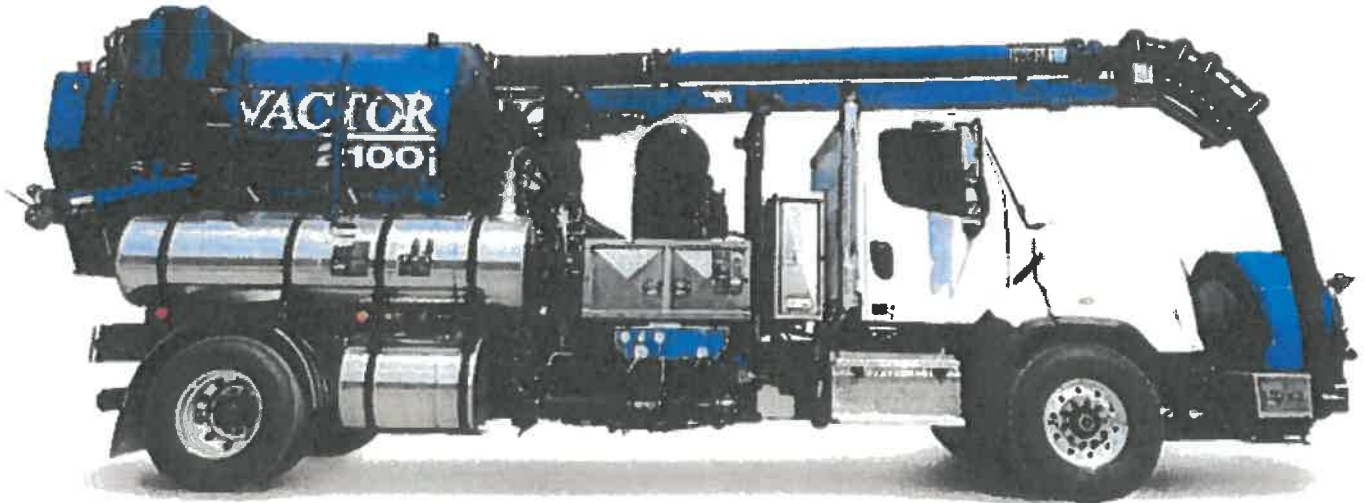
Over 100 precision-engineered enhancements are available, including:

- Cold weather recirculation system
- Liquid debris pump-off system
- Debris flush-out system
- Fail-safe hydraulic door locking system
- Water tank capacity up to 1,500 gallons (5,678 L)
- Pump delivery system up to 120 gpm
- Hose reel capacity up to 1,000 ft. (305 m)
- Automatic hose level wind guide
- Safety warning lighting packages
- Hydro-Excavation Kits

Demo the new Vactor 2100i today.
Visit Vactor.com to find your local dealer.

THE NEW VACTOR 2100i

Performance you expect from a proven leader.



For nearly half a century, Vactor® Manufacturing has been the leader in building combination sewer cleaners that offer innovations and design advantages that drive productivity, enhance operator performance and security, and bring operations large and small greater economy and efficiency. With the new Vactor 2100i, we have once again raised the bar, bringing you a new level of operating ease and greater control.

More than a manufacturer, Vactor offers you customized solutions featuring unmatched quality and backed by powerful support. When the rain is falling and the water is rising, Vactor is the brand you can trust.

Sold & Serviced by:



VACTOR

Subsidiary of Federal Signal Corporation

vactor.com

Vactor Manufacturing, Inc. • 1621 South Illinois Street • Streator, IL 61364 USA
Phone 815.672.3171 • Fax 815.672.2779

Specifications subject to change without notice. Some products shown with optional equipment. Vactor®, JetRodder®, IntuiTouch®, RDB 1015™, and ParkNClean® are registered trademarks of Vactor Manufacturing. This product may be covered by one or more United States Patents and/or pending patent applications. See: www.vactor.com/ patents. Vactor is a subsidiary of Federal Signal Corp. Federal Signal is listed in the NYSE by the symbol FSS.

Effective Date 6/20 PN 00107-1 ©2020 Vactor Manufacturing

T880

Specifications

Engine/Powertrain

- PACCAR MX-13 Engine, 12.0 Liter, 405-510 HP, 1,450 – 1,850 lb-ft of Torque
- PACCAR MX-11 Engine, 10.0 Liter, 335-430 HP, 1,150 – 1,650 lb-ft of Torque
- PACCAR PX-9 Engine, 8.9 Liter, 345-380 HP, 1,150 – 1,250 lb-ft of Torque
- Cummins ISX12-6 Engine, 11.9 Liter, 370-400 HP, 1,150 – 1,450 lb-ft of Torque
- Cummins X15 Engine, 14.0 Liter, 450-600 HP, 1,450 – 2,050 lb-ft of Torque
- TruckTech+ Remote Diagnostics

Exhaust/Aftreatment

- RH Under DPF/SCR with Vertical Side of Cab Tailpipe
- RH Under DPF/SCR with Vertical Back of Cab Tailpipe
- Horizontal DPF/SCR with Back of Steeper Vertical Tailpipe
- Vertical Independent DPF/SCR with Back of Cab Single Tailpipe
- Small Round DEF Tank – 11 Usable Gallons
- Medium Round DEF Tank – 21 Usable Gallons
- Large Round DEF Tank – 31 Usable Gallons
- Clear Back of Cab DEF Tank
- Polished Tank Cover and Polished Straps

Transmission Options

- PACCAR Automated Transmission 12-Speed
- Eaton Fuller 8, 10, 13 & 18 Speed Manual and Automated Transmissions
- Allison 5, 6 & 7 Speed Automatic Transmissions
- PTO Options: REPTO and Factory Installed Transmission Mounted PTOs
- Fabco and Ramco Splt-Shaft PTO's and Transfer Cases

Electrical

- Multiplex Electrical System With Centralized Power Distribution Incorporating Plug-In Style Relays & Circuit Protection For Serviceability
- 12 Volt Lighting System With Circuit Protection
- Circuits Numbered & Color Coded
- Key Switch Start & Shutdown

Starting and Charging

- 160 Amp Alternator
- PACCAR 12 Volt Starter
- Three PACCAR Dual Purpose Batteries
- Two or Four PACCAR Dual Purpose Batteries
- Two or Three AGM Deep Cycle Batteries
- Maxwell ESM Ultracapacitor Starting Module

Frame

- Frame - 10 5/8" Steel - 120,000 psi - Heat Treated
- Frame - 10 3/4" Steel - 120,000 psi - Heat Treated
- Frame - 11 5/8" Steel - 120,000 psi - Heat Treated
- Single and Double Frame Inserts

Axle and Suspension

- Front Axles - PACCAR, 20,000 lb. to 22,000 lb.
- Front Axles - Meritor, 12,500 lb.
- Front Axles - Meritor or Dana Spicer 12,000 to 22,000 lbs.
- Front Springs - Taperleaf w/Shecks, 12,000 lb.
- Front Springs - Taperleaf w/Shecks, 13,200, 14,600, 16,000, 18,000, 20,000 and 23,000 lbs.
- Rear Axle - PACCAR, 40,000 lbs. Tandem
- Single Rear Axles - Meritor or Dana Spicer from 16,000 to 30,000 lbs.
- Tandem Rear Axles - Meritor or Dana Spicer, 40,000 to 52,000 lbs.
- Tridem Rear Axles - Meritor or Dana Spicer, 69,000 and 78,000 lbs.
- Rear Suspension - Reyco 102, 30,000 lbs. Tandem
- Single Rear Axle Suspensions - Kenworth, Reyco, Hway and Hendrickson with capacities from 20,000 to 31,000 lbs.
- Tandem Rear Axle Suspensions - Kenworth, Reyco, Hendrickson, Chalmers and Hway with capacities up to 52,000 lbs.
- Tridem Rear Axle Suspensions - Kenworth, Hendrickson, and Hway with capacities up to 78,000 lbs.

Brakes

- Brakes, Front - Air Disc
- Brakes, Rear - Air Drum
- Brakes, Front - Air Drum
- Brakes, Rear - Air Disc
- ABS, ATC, ESP - Bendix
- Bendix Wingman Advanced Available

Standard

Optional

Standard

Optional



KENWORTH
THE WORLD'S BEST.

Wheels / Tires

- Wheels – Steel 22.5"
- Tires – Bridgestone 285/75R22.5
- Bridgestone, Michelin, Goodyear and Yokohama Tires Available
- Polished and Non-Polished Alcoa or Acceride Aluminum Wheels
- 24.5" Tires and Wheels

Fuel Tanks

- 24.5" Round Aluminum – 100 Gallon Capacity
- 22" Round Aluminum – 90 to 120 Gallon Capacity Under and Back of Cab
- 24.5" Round Aluminum – 60 to 150 Gallon Capacity Under and Back of Cab
- 28.5" Round Aluminum – 60 to 177 Gallon Capacity Under and Back of Cab
- Hydraulic and Split Tanks Available
- Heavy Duty 7" Fuel Tank Support/Straps
- Polished Aluminum Tanks and Polished Straps

Battery Boxes

- Steel Battery Box with Aluminum Step Cover
- Aluminum Battery Box
- Cantilever Back of Cab Battery Box
- Battery Box Between Rails
- In Cab Battery Box

Bumpers

- Aluminum Channel Bumper
- Tapered Channel in Brushed, Polished Aluminum or Chrome Steel
- Stainless Clad Aluminum Channel Bumper
- Box Bumper - Painted or Chrome (1/4" or 3/8" Thick)
- Center Tow Hook or Removable Tow Hooks

Cab / Hood / Interior

- Cab - Stamped Aluminum
- Hood - 5-Piece Motion Stepped Vocational Hood with Bolt on Fenders
 - T100 MK Hood - 116.3" BDC
 - T100 Standard Hood - 122.6" BDC
 - T100S Hood - SFFA 114.8" BDC
- 48-inch Low-Rear Flat Top Sleeper
- 52-inch Mid-Rear Aerodyne Sleeper
- 76-inch Mid-Rear Aerodyne Sleeper

Standard

Optional

Cab / Hood / Interior

- Nav+ HD
- Complex Reflector Halogen Headlamps
- Aerodynamic Breakaway Heated Mirrors
- Adjustable Telescoping Tilt Steering Column
- Standard Vantage Vinyl Headliner and Cab Back Panel
- Diamond-Plated Delux Interior
- Kenworth 6T701 High Back Driver Seat
- Kenworth 6T701 High Back Toolbox Plus Rider Seat
- Kenworth 6T702 High Back Driver and Rider Seats
- Kenworth 6T703 Heated and Ventilated High Back Driver and Rider Seats
- Power Door Locks
- Passenger-side Electric Window
- 3-Window Back of Cab Window Option

Driver Assistance Technology

- Adaptive Cruise Control
- Collision Mitigation
- Stability Control
- Driver Performance Assistant
- Lane Departure Warning
- Predictive Cruise Control
- Side Object Detection

Special Equipment & Options

- Back-up Alarm
- Daytime Running Lights
- Multi-function Engine Connector For Body Builder Interface
- Bodybuilder Harness to End of Frame
- Custom Frame Brilling and Frame Layout
- Factory Installed Transmission PTO's
 - Manual and Choke
- Factory Installed Walzen Chain Lift Aides
 - 0K, 10K, 13.5K, 20K and 22K
 - Pusher and Tag Axle configurations
 - Steerable and Non-Steerable Options
- NFPA Compliant Options

Standard

Optional

The CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

4/5/2023
DATE

POINTS		COMMENTS									
1.	Brief Description/Purpose	ORDER RATIFYING CONTRACT FOR THE PURCHASE OF A 2019 VACTOR 2115i POSITIVE DISPLACEMENT MODEL COMBO VACUUM JET TRUCK FOR THE SEWER MAINTENANCE DIVISION OF THE DEPARTMENT OF PUBLIC WORKS									
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure & Transportation 7. Quality of Life									
3.	Who will be affected	Department of Public Works									
4.	Benefits	Will provide a more reliable means of responding to SSOs.									
5.	Schedule (beginning date)	Upon Council Approval									
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	City Wide									
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works									
8.	COST	\$377,000.00									
9.	Source of Funding ▪ Enterprise Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Infrastructure Modernization Tax Funds									
10.	EBO participation	ABE	_____	%	WAIVER	yes	___	no	___	N/A	__x__
		AABE	_____	%	WAIVER	yes	___	no	___	N/A	__x__
		WBE	_____	%	WAIVER	yes	___	no	___	N/A	__x__
		HBE	_____	%	WAIVER	yes	___	no	___	N/A	__x__
		NABE	_____	%	WAIVER	yes	___	no	___	N/A	__x__



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E.
City Engineer & Interim Director

Date: April 5, 2023

Subject: Agenda Item for City Council Meeting

Attached, you will find an agenda item ratifying a sales contract with Sansom Equipment Company. The City of Jackson Department of Public Works has two combo vacuum and jet trucks that are over 10 years old. Due to the high usage of the trucks, they are at or beyond the end of their daily reliable service life. The trucks run into frequent maintenance issues resulting in the trucks being in repair shops more than in service on the street. The City of Jackson is required to keep reliable vacuum and jet trucks in inventory to respond to daily complaints about sewer main clogs that cause sanitary sewer overflows. The overflows of sewer out of the sanitary sewer system into creeks and streets are a hazard to the public health. Furthermore, vacuum and jet trucks are required for the City to comply with the terms of its Sewer Overflow Response Plan (SORP), which is a requirement of the City's Clean Water Act Consent Decree. Continued inability to fully implement the SORP jeopardizes the City's efforts to renegotiate the Consent Decree and risks the imposition of the stipulated penalties by the EPA and MDEQ.

New combo vacuum and jet trucks typically require an 18 month build out time from manufacturers. Given the current situation, that is too long to wait while sewer issues persist. The Department of Public Works has found a late model used combo vacuum and jet truck that is readily available for purchase. The Department has reserved funds from Modernization Tax revenues for such a purchase. Given the urgent need to have a reliable combo vacuum and jet truck in service, the City will need to move expeditiously to purchase a reliable late model truck before another agency in the region purchases it.

Because of these reasons, I presented to you a Declaration Invoking the Emergency Procurement Procedure, which you approved. Pursuant to the Declaration, I presented to you a Sales Contract for a used 2019 Vactor 2115i truck, which you signed. At this time, I am presenting that Sales Contract to the City Council for its ratification.

Please let me know if you have any questions.

#35

ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #1 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC., FOR CONSTRUCTION OF THE RIVERSIDE DRIVE PROJECT

WHEREAS, the City of Jackson executed a contract with Hemphill Construction Company, Inc. for the Riverside Drive Project; and

WHEREAS, various minor changes to the project were necessary due to unforeseen issues that arose; and

WHEREAS, the City and contractor mutually agree that additional pay items were necessary for the added work, and the additional cost will be an amount not to exceed \$414,805.21 with 291 additional calendar days to be added to the contract; and

WHEREAS, the Department of Public Works recommends acceptance of Change Order #1 to the contract Hemphill Construction Company, Inc.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Change Order #1 to the contract of Hemphill Construction Company, Inc. for the Riverside Drive Project, increasing the contract not to exceed amount by \$414,805.21 to a total of \$14,297,404.81 and adding 291 calendar days to the contract time.

Agenda Item No. 35
April 11, 2023
(R.Lee, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET April 5, 2023
 DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	Order authorizing the Mayor to execute Change Order #1 with Hemphill for Riverside Dr.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	Residents, motorists, and pedestrians on Riverside Dr
4.	Benefits	Street reconstruction
5.	Schedule (beginning date)	After approval
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Riverside Dr (Ward 7)
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	City of Jackson, Department of Public Works, Engineering Division
8.	COST	Adds \$414,805.21 to the contract amount. New contract amount: \$14,297,404.81 Add 291 calendar days to the contract time.
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input checked="" type="checkbox"/> ▪ Other <input type="checkbox"/>	1% Sales Tax Bond 157 45190 6824
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____

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: April 5, 2023
Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute change order #1 to the contract with Hemphill for the Riverside Drive project.

So far during construction, the contractor discovered a number of unforeseen conditions that required field changes that exceeded the available contingency allowances. Those items included inoperable water valves that had to be replaced, sewer lines crossing Riverside Dr that were in far worse condition than when it was videoed during design, removal of two extra trees that the arborist determined needed to be removed, changes in ductile iron water pipe due to bedding material changes, and extra traffic control to implement two-way traffic from Murrah Dr to Museum Blvd.

As of this date, Hemphill has completed the 16 inch water line and is working to undercut and rebuild the eastbound lane. Once the eastbound lane is rebuilt, reconstruction of the westbound lane and installation of the replacement 36 inch water transmission line can commence.

The proposed change order adds \$414,805.21 to the contract, which had already been set aside by the Municipal Sales Tax Commission just in case additional funds would be needed given the nature of the project. 291 additional calendar days will be added to the contract. It is the recommendation of Public Works that the order be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.



143-A LeFleurs Square | Jackson, MS 39211
601 355-9526 OFFICE | 601 352-3945 FAX
WAGGONERENG.COM

February 23, 2023

City of Jackson
200 South President Street
Jackson, MS 39205

ATTN: Robert Lee, P.E., Interim Public Works Director/City Engineer

RE: Riverside Drive Improvements, Phase I
City Project Number CIP#15B4010.701
WEI #C016005.000

Dear Mr. Lee:

Transmitted, for your review and approval, are three copies of the Hemphill Construction Company, Inc. Change Order No. One for the referenced project. The change order in the amount of \$414,805.21 is for Sewer and Water Utility Allowances as well unit price alterations due to change of materials and added traffic patterns. Also, this Change Order will add an additional 291 Calendar Days to the Contract Time. Please keep the original for the City's files and return 2 copies to Waggoner Engineering for further distribution.

Should you have any questions or require additional information, please contact us. Thank you for this opportunity to be of service.

Sincerely,

Darion Warren, CFM
Sr. Project Manager

DW/reg

Attachment

c: Angela Harris, Municipal Clerk, City of Jackson
Hemphill Construction Company, Inc.

CONSTRUCTION CONTRACT MODIFICATION

Change Order No.: One (1) Date: February 17, 2023 WEI No.: 16005.000
 Name of Project: Riverside Drive Improvements, Phase 1
 Owner: City of Jackson, Mississippi
 Contractor: Hemphill Construction Co., Inc.
 Agreement Date: December 16, 2021 Original Contract Time: Three Hundred Ninety (390) Calendar Days
 CO#1 Contract Time: Two Hundred Ninety One (291) Calendar Days
 Contract Start Date: March 14, 2022 Original Completion Date: April 8, 2023
 CO#1 Revised Completion Date: January 24, 2024
 Contract Time (Increased)-(Decreased) By: 291 Calendar Days
 Revised Contract Completion Date: January 24, 2024

BREAKDOWN OF PROPOSED CHANGE

ITEM NO.	ITEM DESCRIPTION	ITEM UNIT	UNIT PRICE	CONTRACT QUANTITY	REVISED QUANTITY	CHANGE ORDER QUANTITY	CHANGE ORDER AMOUNT
S-40	Utility Allowance - Sewer	LS	\$ 50,000.00	1		0.00	\$ 250,000.00
W-57	Utility Allowance - Water	LS	\$ 50,000.00	1		0.00	\$ 150,000.00
W-1	36" Ductile Iron Waterline-Class 150	LS	\$ 455.00	2209	0.00	-2,209.00	\$ (1,005,095.00)
W-2	36" Ductile Iron Waterline-Class 150 Restrained	LS	\$ 750.00	562	0.00	-562.00	\$ (421,500.00)
W-3	16" Ductile Iron Waterline-Class 150	LS	\$ 245.00	4696	0.00	-4,696.00	\$ (1,150,520.00)
W-4	16" Ductile Iron Waterline-Class 150 Restrained	LS	\$ 295.00	378	0.00	-378.00	\$ (111,510.00)
W-5	12" Ductile Iron Waterline-Class 150	LS	\$ 305.00	41	0.00	-41.00	\$ (12,505.00)
W-6	12" Ductile Iron Waterline-Class 150 Restrained	LS	\$ 320.00	44	0.00	-44.00	\$ (14,080.00)
W-7	10" Ductile Iron Waterline-Class 150	LS	\$ 275.00	50	0.00	-50.00	\$ (13,750.00)
W-8	10" Ductile Iron Waterline-Class 150 Restrained	LS	\$ 280.00	75	0.00	-75.00	\$ (21,750.00)
W-9	8" Ductile Iron Waterline-Class 150 Restrained	LS	\$ 220.00	20	0.00	-20.00	\$ (4,400.00)
W-10	6" Ductile Iron Waterline-Class 150	LS	\$ 170.00	80	0.00	-80.00	\$ (13,600.00)
W-11	6" Ductile Iron Waterline-Class 150 Restrained	LS	\$ 180.00	107	0.00	-107.00	\$ (19,260.00)
W-1-C/O1	36" Ductile Iron Waterline-Class 150	LS	\$ 450.33	0	2,209.00	2,209.00	\$ 994,778.97
W-2-C/O1	36" Ductile Iron Waterline-Class 150 Restrained	LS	\$ 745.33	0	562.00	562.00	\$ 418,876.46
W-3-C/O1	16" Ductile Iron Waterline-Class 150	LS	\$ 243.48	0	4,696.00	4,696.00	\$ 1,143,382.08
W-4-C/O1	16" Ductile Iron Waterline-Class 150 Restrained	LS	\$ 293.48	0	378.00	378.00	\$ 110,935.44
W-5-C/O1	12" Ductile Iron Waterline-Class 150	LS	\$ 303.94	0	41.00	41.00	\$ 12,461.54
W-6-C/O1	12" Ductile Iron Waterline-Class 150 Restrained	LS	\$ 318.84	0	44.00	44.00	\$ 14,033.36
W-7-C/O1	10" Ductile Iron Waterline-Class 150	LS	\$ 274.15	0	50.00	50.00	\$ 13,707.50
W-8-C/O1	10" Ductile Iron Waterline-Class 150 Restrained	LS	\$ 289.15	0	75.00	75.00	\$ 21,686.25
W-9-C/O1	8" Ductile Iron Waterline-Class 150 Restrained	LS	\$ 219.35	0	20.00	20.00	\$ 4,387.00
W-10-C/O1	6" Ductile Iron Waterline-Class 150	LS	\$ 169.53	0	80.00	80.00	\$ 13,562.40
W-11-C/O1	6" Ductile Iron Waterline-Class 150 Restrained	LS	\$ 179.53	0	107.00	107.00	\$ 19,209.71
W-12	MJ Ductile Iron Fittings (C153)	LB	\$ 7.00	26372	27,180.00	808.00	\$ 5,656.00
W-41	2" Type K Copper Service Pipe - Bored	LF	\$ 60.00	180	0.00	-180.00	\$ (10,800.00)
W-41-C/O1	2" Poly HDPE Service Pipe - Bored	LF	\$ 46.00	0	455.00	455.00	\$ 20,930.00

ITEM NO.	ITEM DESCRIPTION	ITEM UNIT	UNIT PRICE	CONTRACT QUANTITY	REVISED QUANTITY	CHANGE ORDER QUANTITY	CHANGE ORDER AMOUNT
619-A2002	Temporary Traffic Stripe, Continuous Yellow	LF	\$ 0.30	12157	17,792.00	5,635.00	\$ 1,690.58
619-A6002	Temporary Traffic Stripe, Legend	LF	\$ 0.30	6648	6,872.00	24.00	\$ 7.20
619-D1001	Standard Roadside Construction Signs, less than 10 Square Feet	SF	\$ 20.00	169	335.50	166.50	\$ 3,330.00
619-D2001	Standard Roadside Construction Signs, 10 Square Feet or More	SF	\$ 20.00	225	457.00	232.00	\$ 4,640.00
CO1.1	Removal of Trees	EA	\$ 2,780.00	0	2.00	2.00	\$ 5,520.00
CO1.2	Various Changes to Existing Traffic Control Plan	LS	\$ 4,781.80	0	1.00	1.00	\$ 4,781.80
Change Order Total							\$414,805.21

STATEMENT OF JUSTIFICATION:

- 13 Calendar Days are due to the multiple inoperable water valves, and sewer line repairs; Water and Sewer Utility Allowances.
- 22 Calendar Days are set aside for any unforeseen issues similar to listed above and is subject to be altered in the future, and are subject to
- 256 calendar days due to delays beyond the Contractor's control and subject to the revised construction schedule.
- Ductile Iron Waterline Pipe costs reduced due to price difference of bedding material.
- 2" Poly HDPE Service Pipe added for service connections along the North side of Riverside Drive; to reduce opportunity of future water leaks at coupling for Copper tube.
- Removal of trees which would eventually lead to hazards to traveling public.
- Traffic Control items added for additional signage and striping when modified Traffic Control Plan implemented two-way traffic along Riverside Dr.
- City of Jackson 1% Sales Tax Commission has already allocated a contingency to cover this increase amount

Total Change - (increase)(Decrease)	\$414,805.21	Original Contract Time	300
Original Contract Amount	\$ 13,882,599.60	CO #1 Contract Time	281
Contract Amount Revised by Previous Change Order	\$ 13,882,599.60		
Proposed Revised Contract Amount	\$ 14,297,404.81	Revised Contract Time	661

Requested By: City of Jackson

By: Chotow Antar Lumumba Title: Mayor Date: _____

Recommended By: Wagoner Engineering Inc.

By:  Title: Project Manager Date: 2/26/2023

Accepted By: Hexphill Construction Company, Inc

By:  Title: President Date: 2/22/2023

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2139
Jackson, Mississippi 39201-2139
Telephone: (601) 968-1709
Facsimile: (601) 968-3266
2023

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #1 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC., FOR CONSTRUCTION OF THE RIVERSIDE DRIVE PROJECT** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, *Legal Counsel*

4/5/23
DATE

#36

ORDER ACCEPTING THE BID OF MANDEL METALS, INC., d/b/a US STANDARD SIGN FOR EIGHTEEN-MONTH SUPPLIES OF ALUMINUM SIGN BLANKS. (BID NO. 55063-010323)

3/18/23
R.Lee

WHEREAS, on January 3, 2023, the Department of Administration opened sealed bids for an eighteen-month supply of Aluminum Sign Blanks: and

WHEREAS, three (3) bids were received: and

WHEREAS, the Traffic Engineering Division will use these Aluminum Sign Blanks for the fabrication of signs to ensure safer conditions for motorists and pedestrians throughout the City of Jackson; and

WHEREAS, Traffic Engineering, a section of the Infrastructure Management Division, Department of Public Works, has reviewed all bids submitted and recommends that this governing authority accepts Mandel Metals, Inc., d/b/a US Standard Sign, 11400 W Addison Ave., Franklin Park, Inc. 60131, for eighteen-month supplies of Aluminum Sign Blanks as the lowest and best bids.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute any and all documents necessary with Mandel Metals, Inc., d/b/a US Standard Sign, 11400 W Addison Ave., Franklin Park, Inc. 60131 received January 3, 2023, for an eighteen-month supply of Aluminum Sign Blanks, starting March 14, 2023, through August 31, 2024.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any and all documents necessary for the Public Works Department to make payment for said Aluminum Sign Blanks be made from the General Fund.

Agenda Item No. 36
April 11, 2023
(R.Lee, Lumumba)



MEMORANDUM

INFRASTRUCTURE MANAGEMENT DIVISION

TO: Honorable Mayor Chokwe Antar Lumumba
City Hall

FROM: Robert Lee, P.E. City Engineer/Interim Public Works Director

Date: February 21, 2023

Re: Bid for: Eight – teen Month Supply of Aluminum Sign Blank
Bid No: 55063-10323 Opened: January 03, 2023
Term: February 01, 2023 through August 31, 2024

The Traffic Engineering Division recommends for term 55063-10323 – Eight –teen Month Supply of Aluminum Sign Blank be awarded to the following companies as the best and lowest bid received:

TO: Mandel Metals Inc.
DBA: US Standard Sign
Attn: Sean Fallon
11400 Addison Ave
Franklin Park, IL 60131
11400 Addison Ave
Franklin Park, IL 60131
(847)447 - 2231
sean@usstandardsign.com

Section 1	Section 2	Section 3
Items 1 – 61	Items 1 – 6	Items 1 - 11

Vo
Attachments/

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 02/21/2023


POINTS	COMMENTS																																													
1. Brief Description/Purpose	Term Bid #55063-010323 Eight -teen Month Supply of Aluminum Sign Blanks.																																													
2. Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	Quality of Life Neighborhood Enhancement Infrastructure and Transportation																																													
3. Who will be affected	The entire City because the signs which are made are placed in various locations throughout the City.																																													
4. Benefits	Safe conditions from which motorists and pedestrians will benefit due to legible signs and markings.																																													
5. Schedule (beginning date)	Scheduled Date Following Council Approval																																													
6. Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	City-wide																																													
7. Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	City Department																																													
8. COST	Term bid, items are purchased as needed.																																													
9. Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	001.448.50.6313																																													
10. EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 15%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">no</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">N/A</td> <td style="width: 10%;">_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
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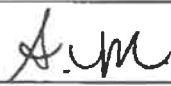
Office of the City Attorney

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 MANDEL METALS, INC., D/B/A US STANDARD SIGN FOR EIGHTEEN-MONTH SUPPLIES OF ALUMINUM SIGN BLANKS GLASS BEADS** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney
Sondra Moncure, Deputy City Attorney 

3/8/23

Date

#37

**ORDER ACCEPTING THE BID OF CROWN USA
INCORPORATED FOR AN EIGHTEEN-MONTH SUPPLY
OF TRAFFIC PAINT (BID NO. 63066-021423).**

WHEREAS, on February 14, 2023, the Department of Administration opened sealed term bids for an eighteen-month supply of traffic paint; and

WHEREAS, three (3) bids were received; and

WHEREAS, the Traffic Engineering Division will use said paint as pavement marking within the City of Jackson on various street projects; and

WHEREAS, Traffic Engineering Division has reviewed all bids submitted and recommends that this governing authority accepts the bid of Crown USA Incorporated, P.O. Box 789, Woodbury, GA 30293, for an eighteen-month supply of traffic paint, as the lowest and best bid received for the following items:

ITEM 1

**Yellow, Fast-Drying Acrylic
Waterborne
Traffic Paint, Packaged in
55-Gallon Drums**

\$14.30 per gallon

ITEM 2

**White, Fast-Drying Acrylic Waterborne
Traffic Paint, Packaged in
55-Gallon Drums**

\$14.25 per gallon

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute any and all documents necessary with Crown USA Incorporated, P.O. Box 789, Woodbury, GA 30293, received February 14, 2023, for an eighteen-month supply of traffic paint, as the lowest and best bid received for the above-referenced items, starting March 1, 2023, through September 30, 2024.

IT IS FURTHER ORDERED that payment for said traffic paint be made from the General Fund.

Agenda Item No. **37**
April 11, 2023
(R.Lee, Lumumba)

Purchasing Division
200 South President Street – Suite 604
Jackson, MS 39212
(601) 960-1025 (Fax) (601) 960-1049



Memorandum

To: Michael Davis, Equal Business Opportunity Officer
Vic Sexton, Office of Economic Development

From: Purchasing Division

Thru: Nathan Lighter, Superintendent of Traffic Engineering, Department of Public Works

CC: Lou Wright, Chief Administrative Officer

Date: February 15, 2023

Re: Bid Number: 63066-021423

The attached bid and tabulations have been prepared by the Purchasing Division for the department/division contact person as a guide to review the bid technical specifications. Bids were received on February 14, 2023 as follows:

Vendor Name	TECHNICAL		EBO PLAN (Included w/Bid Package?)	
	YES	NO	YES	NO
Ennis-Flint, Inc.			X	
ECB Solutions, LLC			X	
Crown USA Incorporated	✓		X	

The source of funding is General Fund.

I have completed the technical review and appropriately marked the bids meeting ALL technical specifications. I am forwarding this review to the EBO Officer for appropriate action. A determination for compliance with the City's EBO Ordinance and EBO Plan as submitted with the above referenced bid is hereby requested.

 _____ 2/21/2023

Signed (Department / Division Contact Person

Please attach a copy of Bid Recommendation.



MEMORANDUM

INFRASTRUCTURE MANAGEMENT DIVISION

TO: Honorable Mayor Chokwe Antar Lumumba
City Hall

FROM: Robert Lee, P.E. City Engineer/Interim Public Works Director

Date: February 21, 2023

Re: Bid for: Eight – teen Month Supply of Traffic Paint
Bid No: 63066-021423 Opened: February 14, 2023
Term: March 01, 2023 through September 30, 2025

The Traffic Engineering Division recommends for term bid 63066-021423 – Eight –teen Month Supply of Traffic Paint be awarded to the following companies as the best and lowest bid received:

TO: **Crown USA Incorporated**
Attn: Donnie Kick
PO box 789
Woodbury, GA 30293
36 Industrial Park Drive
Woodbury, GA 30293
(706)553-9500
sale@crownsusa.com

Section 1 & 2 -
Item 1 & 2

Vo
Attachments/

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 02/21/2023

(as revised 3/6/01)

POINTS	COMMENTS																																													
1. Brief Description	Term Bid #63066-021423 – Eighteen Month Supply of Traffic Paint																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life																																													
3. Who will be affected	All motorists and pedestrians in the City of Jackson																																													
4. Benefits	Safe conditions from which motorists and pedestrians will benefit due to legible street paint markings.																																													
5. Schedule (beginning date)	Scheduled Date Following Council Approval																																													
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	City-wide																																													
7. Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	City Department																																													
8. COST	Term bid, items are purchased as needed.																																													
9. Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	001.448.80.6312																																													
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Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39202-2779
Telephone (601) 960-1799
Facsimile (601) 960-1756

A.M. 2/23/23

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF CROWN USA INCORPORATED FOR AN EIGHTEEN MONTH SUPPLY OF TRAFFIC PAINT** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney A.M.

3/7/23

Date

#38

ORDER ACCEPTING THE BID OF POTTERS INDUSTRIES, LLC., FOR AN EIGHTEEN-MONTH SUPPLY OF WATERPROOF REFLECTIVE GLASS BEADS. (BID NO. 55004-010323)

9/8/23 S.M.
OFFICE OF THE CLERK

WHEREAS, sealed bids for a eighteen-month supply of Waterproof Reflective Glass Beads were opened January 3, 2023; and one (1) bid were received for a eighteen month supply; and

WHEREAS, the Traffic Engineering Division will use said waterproof reflective glass beads to mark streets within the City of Jackson; and

WHEREAS, the staff at Traffic Engineering, a Division of the Department of Public Works, has reviewed all bids and recommends that this governing authority deem the bid submitted by Potters Industries, LLC., 3222 Phoenixville Pike, Suite 103, Malvern, PA 19355, for a eighteen- month supply of waterproof reflective glass beads, at a cost of \$0.62 per pound to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute any and all documents necessary for the following bid of Potters Industries, LLC., 3222 Phoenixville Pike, Suite 103, Malvern, PA 19355, received January 3, 2023, for a eighteen-month supply of waterproof reflective glass beads, (starting March 14, 2023, through August 31, 2024), at a cost of \$0.62 per pound, is accepted as the lowest and best bids received.

IT IS FURTHER ORDERED that payment for said waterproof reflective glass beads be made from the General Fund.

Agenda Item No. 38
April 11, 2023
(R.Lee, Lumumba)

Purchasing Division
200 South President Street – Suite 604
Jackson, MS 39212
(601) 960-1025 (Fax) (601) 960-1049



Memorandum

To: Michael Davis, Equal Business Opportunity Officer
Vic Sexton, Office of Economic Development

From: Purchasing Division

Thru: Nathan Lighter, Superintendent of Traffic Engineering, Department of Public Works

CC: Lou Wright, Chief Administrative Officer

Date: January 10, 2023

Re: Bid Number – 55004-010323

The attached bid and tabulations have been prepared by the Purchasing Division for the department/division contact person as a guide to review the bid technical specifications. Bids were received on January 03, 2023 as follows:

Vendor Name	TECHNICAL		EBO PLAN (Included w/Bid Package?)	
	YES	NO	YES	NO
Potters Industries, LLC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The source of funding is General Fund.

I have completed the technical review and appropriately marked the bids meeting ALL technical specifications. I am forwarding this review to the EBO Officer for appropriate action. A determination for compliance with the City's EBO Ordinance and EBO Plan as submitted with the above referenced bid is hereby requested.



2/8/2023

Signed (Department / Division Contact Person)

Date:

Please attach a copy of Bid Recommendation.



MEMORANDUM

INFRASTRUCTURE MANAGEMENT DIVISION

TO: Honorable Mayor Chokwe Antar Lumumba
City Hall

FROM: Robert Lee, P.E. City Engineer/Interim Public Works Director

Date: February 21, 2023

Re: Bid for: Eight – teen Month Supply of WaterProof Reflective Glass Beads
Bid No: 55004-0010323 Opened: January 03, 2023
Term: February 01, 2023 through August 31, 2024

The Traffic Engineering Division recommends for term bid 55004-0010323 – Eight –teen Month Supply of WaterProof Reflective Glass Beads be awarded to the following companies as the best and lowest bid received:

TO: Potters Industries, LLC
Attn: Yvonne D. Harris
3222 Phoenixville Pike, Suite 103
Malvern, PA 19355
3222 Phoenixville Pike, Suite 103
Malvern, PA 19355
(445)895-3209/Fax: (610) 672-9904
Yvonne.Harris@pottersindustries.com

Section 1 – WATERPROOF REFLECTIVE GLASS BEADS
Item 1

Vo
Attachments/

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 02/07/2023

(as revised 3/6/01)

	P O I N T S	C O M M E N T S
1.	Brief Description	Term Bid #55004-0010323 Eight-teen -month Supply of Waterproof Reflective Glass Beads
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	City of Jackson
4.	Benefits	Safe conditions from which motorists and pedestrians will benefit due to legible street paint markings.
5.	Schedule (beginning date)	February 01, 2023 through August 31, 2023
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	City-wide
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	City Department
8.	COST	Term bid, items are purchased as needed.
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	001.448.80.6312
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____


Office of the City Attorney

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

3/8/23
A.M.

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF POTTERS INDUSTRIES, LLC FOR AN EIGHTEEN-MONTH SUPPLY OF WATERPROOF REFLECTIVE GLASS BEADS** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney



3/8/23

Date

#39

ORDER AUTHORIZING MAYOR TO EXECUTE A 36-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS TO BE USED BY THE OFFICE OF THE CITY ATTORNEY

WHEREAS, on May 12, 2020, the Jackson City Council approved an Order authorizing the Mayor to execute a 36-month copier rental agreement with Xerox Corporation for two (2) C8070H copiers for the Office of the City Attorney; and

WHEREAS, the contract with XEROX will expire in May, 2023; and

WHEREAS, the Office of the City Attorney desires to enter into a 36-month rental agreement of three (3) copy machines; two Konica Minolta and one Toshiba Digital; and

WHEREAS, Advantage Business Systems, at 5442 Executive Place, Jackson, Mississippi can provide through Mississippi State Contract #8200062059 & 8200062060, two (2) Konica Minolta Bizhubd C450i & C360i Digital Color System and one (1) Toshiba 4525ACT Digital Color System for the Office of the City Attorney.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute necessary documents with Advantage Business Systems providing a 36-month rental of two (2) Konica Minolta Bizhubd C450i & C306i Digital Color System and one (1) Toshiba 4525ACT Digital Color System at a combined total of \$470.00 per month to include service and supplies, except paper and staples.

IT IS FURTHER ORDERED that payment for said rental be made from the general fund.

APPROVED FOR AGENDA:	INITIALS	DATE
LEGAL	_____	_____
FINANCE	_____	_____
BUDGETED Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Account # <u>001-407-00.6514</u>		
CAO	_____	_____
MAYOR'S OFFICE		

Agenda Item No. **39**
April 11, 2023
(C.Martin, Lumumba)

MEMORANDUM



Office of the City Attorney
(601) 960-1799

TO: Chokwe A. Lumumba, Mayor

FROM: Catoria P. Martin, City Attorney

DATE: March 28, 2023

RE: Order - Copier Rental Agreement – Office of the City Attorney

On May 12, 2020, the Jackson City Council approved an Order authorizing the Mayor to execute a 36-month copier rental agreement with Xerox Corporation for two (2) C8070H copiers for the Office of the City Attorney.

The contract with XEROX will expire in May 2023 and the Office of the City Attorney desires to enter into a 36-month rental agreement of three (3) copy machines two Konica Minolta and one Toshiba Digital.

Advantage Business Systems, at 5442 Executive Place, Jackson, Mississippi can provide through Mississippi State Contract, two (2) Konica Minolta Bizhubd C450i & C360i Digital Color System and one (1) Toshiba 4525ACT Digital Color System for the Office of the City Attorney

The cost of the proposed equipment leases on all three (3) copiers if approved will be \$470.00 per month.

The Office of the City Attorney believes that it will be more economical and efficient to handle the large volume of copies being made now for open records requests, subpoenas, and producing copies of photographs, etc. The copiers will accommodate both the litigation defense and transactional requests when one or more of these machines are being occupied.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING MAYOR TO EXECUTE A 36-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS TO BE USED BY THE OFFICE OF THE CITY ATTORNEY is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

4/4/23
Date

#40

ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO SETTLE ALL CLAIMS IN THE CIVIL ACTION PENDING IN HINDS COUNTY CIRCUIT COURT CAUSE # 18-85

OFFICE OF THE CITY ATTORNEY
[Handwritten signature]

Whereas, a former officer of the Jackson Police Department sued the City of Jackson alleging that its self-funded worker's compensation program denied and/or delayed the payment of benefits afforded by the Mississippi Worker's Compensation Act in bad faith; and

Whereas, the Office of the City Attorney vigorously defended the action; and

Whereas, the Office of the City Attorney moved for summary judgment on the Plaintiff's claims; and

Whereas, the City's motion for summary judgment was granted in part and denied in part; and

Whereas, the Court awarded the City summary judgment on the Plaintiff's claim of bad faith *denial* but not *bad faith delay*; and

Whereas, the Plaintiff's claim of bad faith delay in the payment of benefits afforded by the Mississippi Worker's Compensation Act remains as a viable claim; and

Whereas, the Office of the City Attorney participated in a mediation with the Plaintiff and his counsel; and

Whereas, it was represented at the mediation that the Office of the City Attorney would be amenable to recommending that the Plaintiff's claim be settled for \$50,000.00; and

Whereas, the Plaintiff was not initially amenable to compromising the claim for \$50,000.00; and

Whereas, subsequent to the mediation, the mediator provided notice to the Office of the City Attorney that the Plaintiff had agreed to accept \$50,000.00; and

Whereas, the Office of the City Attorney believes that the best interest of the City of Jackson would be served by compromising the Plaintiff's claim and resolving the litigation for the sum of \$50,000;

IT IS HEREBY ORDERED that the Office of the City Attorney is authorized to compromise and settle all claims remaining in Hinds County Circuit Court Cause # 18-85 for the sum of \$50,000 on the condition that the Plaintiff furnishes the City of Jackson with a signed release which releases all claims arising out of the facts and circumstances which precipitated the filing of the action.

IT IS HEREBY ORDERED that the Office of the City Attorney shall be authorized to perform those acts necessary to effect the settlement and obtain the release.


Agenda Item No. 40
April 11, 2023
(C.Martn, Lumumba)

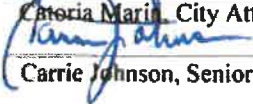
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This Order Authorizing The Office of The City Attorney To Settle All Claims In the Civil Action Pending In Hinds County Circuit Court Cause # 18-85 is legally sufficient for placement in NOVUS Agenda.



Catoria Marin, City Attorney


Carrie Johnson, Senior Deputy City Attorney

4/5/23

Date
4/5/2023

Date

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

April 5, 2023

DATE

POINTS		COMMENTS																																																																						
1.	Brief Description/Purpose	Order authorizes the compromise and settlement of all claims in Hinds County Circuit Cause 18-85																																																																						
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	No public policy initiative – litigation settlement																																																																						
3.	Who will be affected	Plaintiff in Hinds County Cause 18-85, Plaintiff's attorneys, City of Jackson																																																																						
4.	Benefits	Minimizes damage exposure of \$500,000																																																																						
5.	Schedule (beginning date)	Upon council approval																																																																						
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Not applicable																																																																						
<input type="checkbox"/> <input type="checkbox"/> 7.	Action implemented by: § City Department § Consultant	Office of City Attorney																																																																						
8.	COST	\$50,000.00																																																																						
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10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> </tr> <tr> <td>N/A</td> <td><u>X</u></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> </tr> <tr> <td>N/A</td> <td><u>X</u></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> </tr> <tr> <td>N/A</td> <td><u>X</u></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> </tr> <tr> <td>N/A</td> <td><u>X</u></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> </tr> <tr> <td>N/A</td> <td><u>X</u></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>						AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>						WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>						HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>						NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>					
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NABE	_____ %	WAIVER	yes	___	no	___																																																																		
N/A	<u>X</u>																																																																							

Revised 2-04

#41

ORDER AMENDING THE OFFICE OF THE CITY ATTORNEY FISCAL YEAR 2022-2023 BUDGET

WHEREAS, the Office of the City Attorney Fiscal Year 2022-2023 Budget needs to be amended for category changes necessary for the procuring of a ViewBoard (Monopad) to replace the one that is inoperable; and

WHEREAS, there are monies available in the "Supplies and Materials" category which have not been expended which may be used for the funding of a ViewBoard (Monopad) and Surface Pro's or IPADS if the Office of the City Attorney Fiscal Year 2022-2023 Budget is amended; and

WHEREAS, the Office of the City Attorney is seeking City Council approval for an intradepartmental transfer of Ten Thousand Dollars (\$10,000.00) from the "Supplies and Materials" category to the "Computer Equipment" category, both categories being contained within the Office of the City Attorney Fiscal Year 2022-2023 Budget; and

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

WHEREAS, the Office of the City Attorney represents that the Ten Thousand Dollars (\$10,000.00) currently located in the "Supplies and Materials" category is not needed or expected to be needed for the purpose(s) for which it was originally appropriated in the Office of the City Attorney Fiscal Year 2022-2023 Budget; and

WHEREAS, this intradepartmental transfer of Ten Thousand Dollars (\$10,000.00) is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, as there has been one previous amendment/revision to the Office of the City Attorney Fiscal Year 2022-2023 Budget totaling Sixty Thousand Dollars (\$60,000.00), and that previous amendment/revision amount added to the current request contained in this Order does not exceed ten percent (10%) of the total budget amount appropriated to the Office of the City Attorney Fiscal Year 2022-2023 Budget; and

WHEREAS, the Office of the City Attorney desires the Office of the City Attorney Fiscal Year 2022-2023 Budget be amended by the following entries:

<u>Fund Account</u>	<u>Debit</u>	<u>Credit</u>
001-407.92-6212	\$10,000.00	
001-407.00-4282		\$10,000.00

Agenda Item No. 41
 April 11, 2023
 (C.Martin, Lumumba)

IT IS THEREFORE ORDERED, that the Office of the City Attorney Fiscal Year 2022-2023 Budget be amended by the following entries:

<u>Fund Account</u>	<u>Debit</u>	<u>Credit</u>
001-407.92-6212	\$10,000.00	
001-407.00-4282		\$10,000.00

OFFIC



MEMORANDUM

TO: Chokwe A. Lumumba
Mayor

FROM: Catoria P. Martin
City Attorney

DATE: March 27, 2023

RE: ORDER REVISING Office of the City Attorney Budget

The Office of the City Attorney's budget needs to be revised for changes moving funds from 001-407.92-6212 (supplies & equipment) to Computer equipment category 001407-00-4282. This is necessary for the procurement of a ViewBoard for the Office of the City Attorney and purchase of Surface Pros or IPADS.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

March 24, 2023
DATE

P O I N T S		C O M M E N T S									
1.	Brief Description/Purpose	ORDER REVISING THE FISCAL YEAR 2022-2023 BUDGET OF GENERAL GOVERNMENT – OFFICE OF THE CITY ATTORNEY									
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	N/A									
3.	Who will be affected	N/A									
4.	Benefits	N/A									
5.	Schedule (beginning date)	Upon Approval by City Council									
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	ALL WARDS CITY WIDE									
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Office of the City Attorney									
8.	COST	\$4700.00									
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A									
10.	EBO participation	ABE	_____	%	WAIVER	yes	___	no	___	N/A	_____
		AABE	_____	%	WAIVER	yes	___	no	___	N/A	_____
		WBE	_____	%	WAIVER	yes	___	no	___	N/A	_____
		HBE	_____	%	WAIVER	yes	___	no	___	N/A	_____
		NABE	_____	%	WAIVER	yes	___	no	___	N/A	_____

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 AMENDING THE CITY ATTORNEY FISCAL YEAR 2022-2023 BUDGET is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

4/5/23
Date

#42

#43

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
AUTHORIZING A MINIMUM OF SIX (6) DUMPSTERS TO BE AVAILABLE FOR
DUMPING IN EACH WARD DURING THE DURATION OF GARBAGE CRISIS

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

WHEREAS, the current garbage crisis involving the lack of garbage pickup for residents of the City of Jackson requires the locating of a minimum of six (6) dumpsters in each ward in the City of Jackson be made available for use by citizens of the City of Jackson; and,

WHEREAS, it is in the best interest of the citizens of the City of Jackson that citizens of the City of Jackson be able to have a minimum of six (6) dumpsters in each ward during this garbage crisis.

THEREFORE, IT IS HEREBY ORDERED, the City Council of Jackson, Mississippi hereby authorizes a minimum of six (6) dumpsters to be available for dumping in each ward during the duration of garbage crisis.

SO ORDERED, this the _____ day of April, 2023.

Agenda Item # 43
Agenda Date: April 11, 2023
BY: STOKES

#44

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
AUTHORIZING FREE DUMPING OF HOUSEHOLD GARBAGE AT CITY LANDFILL ON
HWY. I-55 SOUTH DURING GARGAGE CRISIS

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

WHEREAS, the current garbage crisis involving the lack of garbage pickup for residents of the City of Jackson requires alternative disposal opportunities for household garbage; and,

WHEREAS, it is in the best interest of the citizens of the City of Jackson that citizens of the City of Jackson be able to have free access to garbage dumping at the City Landfill located on Hwy. I-55 South.

THEREFORE, IT IS HEREBY ORDERED, the City Council of Jackson, Mississippi hereby authorizes the free dumping of household garbage at the City Landfill on Hwy. I-55 South during garbage crisis.

SO ORDERED, this the _____ day of April, 2023.

Agenda Item # 44
Agenda Date: April 11, 2023
BY: STOKES

#45

**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
AUTHORIZING NO SANITATION FEE COLLECTED ON WATER BILLS
DURING GARGAGE CRISIS.**

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

WHEREAS, the current garbage crisis involving the lack of garbage pickup for residents of the City of Jackson and the necessity for the fee for garbage collection to not be collected; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that citizens of the City of Jackson be able to have the fee for garbage collection to be ceased during this garbage crisis.

THEREFORE, IT IS HEREBY ORDERED, the City Council of Jackson, Mississippi hereby authorizes no sanitation fee to be collected on water bills during garbage crisis.

SO ORDERED, this the _____ day of April, 2023.

Agenda Item # 45
Agenda Date: April 11,
2023 BY: STOKES

