

REGULAR MEETING OF THE CITY COUNCIL CITY OF JACKSON, MISSISSIPPI September 26, 2023 AGENDA 10:00 AM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. PASTOR ROBERT BERRY OF WORD OF LIFE - POINDEXTER

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. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND QUALITY LANDSCAPE AND LAWN MAINTENANCE, INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1528 LOCATED AT 2241 DECATUR STREET – PARCEL #104-138 – \$5,500.00 (WARD 3) (DOTSON, LUMUMBA).
- 4. APPROVAL OF THE AUGUST 29, 2023 REGULAR COUNCIL MEETING MINUTES. (S.JORDAN, BANKS)
- 5. APPROVAL OF THE AUGUST 31, 2023 PUBLIC HEARING/SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, BANKS)
- 6. APPROVAL OF THE SEPTEMBER 7, 2023 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, BANKS)

- 7. APPROVAL OF THE SEPTEMBER 12, 2023 REGULAR COUNCIL MEETING MINUTES. (S.JORDAN, BANKS)
- 8. APPROVAL OF THE SPETEMBER 18, 2023 ZONING MEETING MINUTES. (S.JORDAN, BANKS)

INTRODUCTION OF ORDINANCES

9. ORDINANCE CLOSING AND VACATING A PORTION OF UNIMPROVED AND UNNAMED ALLEYS IN CLOVERHILL SUBDIVISION IN FAVOR OF THE ABUTTING LANDOWNER. (R.LEE, LUMUMBA)

REGULAR AGENDA

- 10. CLAIMS (MALEMBEKA, LUMUMBA)
- 11. PAYROLL (MALEMBEKA, LUMUMBA)
- 12. ORDER RATIFYING AND AUTHORIZING THE PETTY CASH FUND FOR THE DEPARTMENT OF ADMINISTRATION FOR THE REMAINING OF FISCAL YEAR 2022-2023. (MALEMBEKA, LUMUMBA)
- 13. ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF FIRE CHIEF FROM RANGE 38 TO 50; ASSISTANT FIRE CHIEF FROM RANGE 94 TO 43; DEPUTY FIRE CHIEF FROM RANGE 93 TO 38 AND DIVISION FIRE CHIEF FROM RANGE 92 TO 35. (MARTIN, LUMUMBA)
- 14. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH STAFFERS INC. TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS. (MARTIN, LUMUMBA)
- 15. ORDER ACCEPTING THE PROPOSAL OF BERKSHIRE HATHAWAY SUBMITTED BY FISHER BROWN BOTTRELL TO PROVIDE "SPECIFIC EXCESS RISK" INSURANCE COVERAGE FOR ACTIVE AND RETIRED CITY EMPLOYEES COVERED UNDER THE CITY OF JACKSON'S MEDICAL BENEFITS PLAN FOR THE PLAN YEAR COMMENCING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024 AND AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE SAID COVERAGE. (MARTIN, LUMUMBA)
- 16. ORDER AUTHORIZING THE MAYOR ACCEPT AN AWARD MODIFICATION FROM THE STATE OF MISSISSIPPI, DEPARTMENT OF PUBLIC SAFETY, AND DIVISION OF PUBLIC SAFETY PLANNING FOR CORONAVIRUS EMERGENCY SUPPLEMENTARY FUNDS (CESF) IN THE AMOUNT OF \$15,000.00 FOR THE JACKSON POLICE DEPARTMENT. (WADE, LUMUMBA)
- 17. ORDER AUTHORIZING THE MAYOR TO ENTER INTO A FINANCING AGREEMENT WITH HUNTINGTON FINANCE TO FINANCE THE PURCHASE OF BODY WORN CAMERAS, IN CAR CAMERAS, EQUIPMENT, AND CLOUD STORAGE FROM METRIX SOLUTIONS. (WADE, LUMUMBA)
- 18. ORDER AUTHORIZING THE MAYOR TO ACCEPT AND EXECUTE GRANT AGREEMENT WITH THE MISSISSIPPI OFFICE OF HIGHWAY SAFETY FOR OCCUPANT PROTECTION DUI AND DISPATCHER TRAFFIC SERVICES. (WADE, LUMUMBA)

- 19. ORDER AUTHORIZING THE MAYOR TO EXECUTE MASTER SERVICES AGREEMENT WITH BODE CELLULAR FORENSICS, INC. ("BODE") TO PROVIDE FORENSIC DNA TESTING RELATED TO CASES ALLEGING SEXUAL ASSAULT. (WADE, LUMUMBA)
- 20. ORDER REVISING THE FISCAL YEAR 2023 BUDGET OF THE CITY OF JACKSON DEPARTMENT OF INFORMATION TECHNOLOGY. (REID, LUMUMBA)
- 21. ORDER RATIFYING PAYMENT TO PEOPLE'S PLACE ENTERPRISE, LLC, FOR THE REMOVAL AND HAULING-AWAY OF DEBRIS OF THREE (3) FALLEN TREES FROM THE PETE BROWN GOLF COURSE THAT OCCURRED AFTER DAMAGING STORMS IN JULY 2023 (HUTTON, LUMUMBA)
- 22. ORDER REQUESTING APPROVAL TO PURCHASE A SMITHCO 7580 ULTRA GREENS ROLLER THAT WAS LEASED FROM LADD'S FOR 48 MONTHS THROUGH PNC EQUIPMENT FOR THE MAINTENANCE OF THE GREENS AT THE PETE BROWN GOLF FACILITY IN THE AMOUNT OF (\$7,000.00) SEVEN THOUSAND DOLLAR. (HUTTON, LUMUMBA)
- 23. ORDER AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH JONES REFRIGERATION, INC., FOR THREE THOUSAND FOUR HUNDRED TWENTY-FIVE DOLLARS AND FORTY-FOUR CENTS (\$3,425.44); KOMPLETE CONTRACTING SOLUTIONS, LLC, FOR FOUR THOUSAND NINE HUNDRED NINETY-NINE DOLLARS AND NINETY-FIVE CENTS (\$4,999.95); AND CAMP SERVICE & PARTS, INC., FOR FOUR HUNDRED EIGHTY DOLLARS AND FIFTY-TWO CENTS (\$480.52) TO REPAIR THE FOLLOWING ITEMS THAT WERE DAMAGED FROM A PARTIAL ROOF AND BACKWALL COLLAPSE THAT OCCURRED IN THE COMPRESSOR ROOM AT THE JACKSON ZOO: REPAIR OF A WALK-IN COOLER; DEMOLITION AND HAULING-OFF OF DEBRIS; AND CLEANING CONDENSER COILS. (HUTTON, LUMUMBA)
- 24. ORDER AMENDING PREVIOUSLY APPROVED ORDER TO CORRECT INCORRECT ACCOUNT NUMBERS THAT WERE USED IN THE PREVIOUS ORDER, SAID ORIGINAL ORDER WAS APPROVED AT THE AUGUST 29, 2023, CITY COUNCIL MEETING. (HUTTON, LUMUMBA)
- 25. ORDER REQUESTING RATIFICATION AND PAYMENT FOR REPAIR SERVICES PERFORMED BY UNITED PLUMBING & HEATING COMPANY TO A DAMAGED WATER MAIN LOCATED AT THE PETE BROWN GOLF FACILITY IN THE AMOUNT OF THREE THOUSAND SIX HUNDRED FIFTY-NINE DOLLARS AND SEVENTY-FIVE CENTS (\$3,659.75). (HUTTON, LUMUMBA)
- 26. ORDER RATIFYING SERVICES PERFORMED AND PAYMENT TO SPORTS FLOORS, INC., FOR PROVIDING FLOOR MAINTENANCE TO GYM FLOORS LOCATED AT KURT'S GYMNASIUM AND WESTSIDE GYMNASIUM IN THE AMOUNT OF THREE THOUSAND SEVEN HUNDRED NINETY-SIX DOLLARS AND FORTY-EIGHT CENTS (\$3,796.48). (HUTTON, LUMUMBA)
- 27. ORDER RATIFYING PAYMENTS FOR SERVICES PERFORMED BY DURHAM SCHOOL SERVICES, WHO PROVIDED SUMMER

ENRICHMENT TRANSPORTATION SERVICES IN THE AMOUNT OF THREE THOUSAND AND FORTY DOLLARS (\$3,040.00). (HUTTON, LUMUMBA)

- 28. ORDER RATIFYING REPAIR WORK AND PAYMENT FOR TRACTOR REPAIRS PROVIDED BY AGUP EQUIPMENT COMPANY (DOING BUSINESS AS AGUP EQUIPMENT) TO A TRACTOR FOR THE PETE BROWN GOLF FACILITY IN THE AMOUNT OF TWO THOUSAND ONE HUNDRED EIGHT DOLLARS AND EIGHTY-FIVE CENTS (\$2,108.85). (HUTTON, LUMUMBA)
- 29. RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION ADOPTED ON AUGUST 22, 2023, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT PROTEST DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; AND AUTHORIZING THE ISSUANCE OF SAID BONDS AND/OR BOND AND/OR LOAN. (SCOTT, LUMUMBA)
- **RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF** 30. JACKSON, MISSISSIPPI (I) AUTHORIZING AND DIRECTING THE **ISSUANCE OF A TAXABLE GENERAL OBLIGATION BOND, SERIES 2023** (THE "SERIES 2023 CITY BOND") OF THE CITY OF JACKSON, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED NINE MILLION FIVE HUNDRED DOLLARS (\$9,500,000) TO RAISE MONEY FOR THE PURPOSE OF (I)(A) FUNDING A PORTION OF REPAIRING, IMPROVING, ADORNING AND EQUIPPING OF THE ARTS CENTER OF MISSISSIPPI AND THE RUSSELL C. DAVIS PLANETARIUM AND FOR OTHER AUTHORIZED PURPOSES IN CONNECTION WITH SAME INCLUDING CONSTRUCTING, IMPROVING AND PAVING STREETS. SIDEWALKS. DRIVEWAYS, PARKWAYS, WALKWAYS AND PUBLIC PARKING FACILITIES (COLLECTIVELY, THE **"CONSTRUCTION** PROJECT"), ALL PURSUANT TO SECTIONS 21-33-301 ET SEQ., **MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM** TIME TO TIME AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME; (B) PROVIDING FUNDS TO THE JACKSON REDEVELOPMENT AUTHORITY, AN URBAN RENEWAL AGENCY CREATED UNDER THE URBAN **RENEWAL ACT ("JRA") IN CONNECTION WIH THE NMTC FINANCING** (DEFINED BELOW) FOR THE CONSTRUCTION PROJECT; (C) PROVIDING FOR THE PAYMENT IN FULL OR IN PART OF THE **OUTSTANDING \$7,500,000 (ORIGINAL PRINCIPAL AMOUNT) CITY OF** JACKSON. MISSISSIPPI TAX-EXEMPT GENERAL **OBLIGATION** PLANETARIUM BOND, SERIES 2022, DATED DECEMBER 22, 2022 AND THE CORRESPONDING \$7,500,000 MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2022 (JACKSON, MISSISSIPPI TAX-EXEMPT GENERAL OBLIGATION PLANETARIUM BOND PROJECT) DATED DECEMBER 22, 2022; (D) PURSUING AN ADDITIONAL SUBSIDY AND/OR FINANCING FOR THE CONSTRUCTION PROJECT BY PARTICIPATING AND UTILIZING FEDERAL AND MISSISSIPPI NEW MARKETS TAX CREDITS PURSUANT TO SECTION 45D OF THE INTERNAL REVENUE CODE OF 1986 AND SECTION 57-105-1 ET SEO., **MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM**

TIME TO TIME (THE "NMTC FINANCING"); (E) AUTHORIZING THE USE OF A PUBLIC ENTITY, INCLUDING BUT NOT LIMITED TO, THE JRA AS WELL AS ANY PUBLIC BENEFIT CORPORATION CREATED THEREBY PURSUANT TO MISSISSIPPI LAW IN CONNECTION WITH THE NMTC FINANCING; (F) ENTERING INTO OR APPROVING VARIOUS LEASES, LOANS, DEVELOPMENT AGREEMENTS AND OTHER FINANCING ARRANGEMENTS WITH THE PUBLIC ENTITY, THE PUBLIC BENEFIT CORPORATION AND OTHER PARTICIPANTS FOR THE NMTC TRANSACTION; (G) PROVIDING FOR CAPITALIZED INTEREST, IF NECESSARY; AND (H) PAYING THE COSTS OF BORROWING ASSOCIATED WITH THE ISSUANCE OF THE SERIES 2023 CITY BOND AND THE NMTC FINANCING; (II) DIRECTING THE SALE AND AWARD OF THE SERIES 2023 CITY BOND; (III) APPROVING THE FORM OF AND **EXECUTION OF THE SERIES 2023 CITY BOND PURCHASE AGREEMENT** AND SERIES 2023 MISSISSIPPI DEVELOPMENT BANK BOND PURCHASE AGREEMENT. INCLUDING THE EXECUTION OF A TERM SHEET PURSUANT TO CERTAIN PARAMETERS AUTHORIZED BY THE **GOVERNING BODY HEREIN FOR THE SALE OF THE \$9,500,000** MISSISSIPPI DEVELOPMENT BANK TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2023 (JACKSON, MISSISSIPPI GENERAL OBLIGATION PLANETARIUM IMPROVEMENT BOND PROJECT) (THE "SERIES 2023 BONDS"); AND APPROVING THE FORM OF THE SERIES 2023 INDENTURE OF TRUST FOR THE SERIES 2023 BONDS. (SCOTT, LUMUMBA)

- 31. ORDER ACCEPTING THE BID OF FOUNTAIN CONSTRUCTION CO., INC. FOR CONSTRUCTION OF THE JACKSON PLANETARIUM RENOVATIONS PROJECT. (R.LEE, LUMUMBA)
- 32. ORDER ACCEPTING THE BID OF DICKERSON & BOWEN, INC. FOR CONSTRUCTION OF STREET RESURFACING PROJECT PHASE 1A AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY. (R.LEE, LUMUMBA)
- 33. ORDER AUTHORIZING THE MAYOR TO EXECUTE LETTER AGREEMENT #1 TO THE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH EJES, INC. FOR THE STATE STREET REHABILITATION PROJECT (SHEPPARD ROAD TO BRIARWOOD DRIVE), FEDERAL AID PROJECT NUMBER STP-6928-00(015) LPA/108077-701000. (R.LEE, LUMUMBA)
- 34. ORDER AUTHORIZING THE MAYOR TO EXECUTE LETTER AGREEMENT #1 TO THE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH EJES, INC. FOR THE MEADOWBROOK ROAD PROJECT, FEDERAL AID PROJECT NUMBER STP-7263-00(001) LPA/108076-701000. (R.LEE, LUMUMBA)
- 35. ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 TO THE CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT WITH MYRIAD ENGINEERING SOLUTIONS, LLC FOR THE FAST ACT SIDEWALK PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(054) LPA/108164-701000. (R.LEE,

LUMUMBA)

- 36. ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH STANTEC CONSULTING SERVICES, INC., FOR THE LITTLE J RAIL TRAIL PROJECT, FEDERAL AID PROJECT DHP-8276-00(003)LPA/104587. (R.LEE, LUMUMBA)
- 37. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH NEEL-SCHAFFER, INC. FOR THE STREET RESURFACING PROJECT PHASE 1A. (R.LEE, LUMUMBA)
- 38. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH KEEP JACKSON BEAUTIFUL, INC. TO PROVIDE FUNDING IN THE AMOUNT OF \$40,000, TO DEVELOP AND PROMOTE LITTER PREVENTION PROGRAMS AND ACTIVITIES IN THE CITY OF JACKSON FOR CALENDAR YEAR 2023. (R.LEE, LUMUMBA)
- 39. RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION FOR A FEDERAL TRANSPORTATION ALTERNATIVES GRANT FOR THE MEDGAR AND MYRLIE EVERS HOME NATIONAL MONUMENT SIDEWALK PROJECT AND COMMITTING MATCHING FUNDS FOR THE PROJECT IF AWARDED FEDERAL FUNDS. (R.LEE, LUMUMBA)
- 40. ORDER RATIFYING AN AGREEMENT WITH BOBBY CLOUD TO PROVIDE APPRAISALS RELATED TO THE SEWER MAIN COLLAPSE AT LAUREL STREET AND ST. ANN STREET, AND EMERGENCY REPAIR CONTRACT. (R.LEE, LUMUMBA)
- 41. ORDER RATIFYING A CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR SANITARY SEWER MAIN LINE REPAIRS AT 4145 NORTH STATE STREET. (R.LEE, LUMUMBA)
- 42. ORDER RATIFYING A CONTRACT WITH UTILITY CONSTRUCTORS, INC. FOR SANITARY SEWER MAIN LINE REPAIRS AT LAUREL STREET AND SAINT ANN STREET. (R.LEE, LUMUMBA)
- 43. ORDER RATIFYING PROCUREMENT OF REPAIRS, PARTS, AND SERVICES FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS FOR THE DEPARTMENT OF PUBLIC WORKS. (R.LEE, LUMUMBA)
- 44. ORDER RATIFYING REPAIRS TO BUILDINGS AND EQUIPMENT AND THE PROCUREMENT OF SERVICES FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS. (R.LEE, LUMUMBA)
- 45. ORDER RATIFYING THE PROCUREMENT OF SOLID WASTE DISPOSAL SERVICES UNDER \$5,001.00 FROM COMPLETE ENVIRONMENTAL & REMEDIATION CO. LLC, AND AUTHORIZING PAYMENT TO SAID VENDOR. (R.LEE, LUMUMBA)
- 46. ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENTALL CLAIMS IN TINA WALLACE v. CITY OF JACKSON, ET AL., CIVIL - ACTION NUMBER 3:21-ev-326-1(HJ-MTP, UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI, NORTHERN DIVISION. (C.MARTIN, LUMUMBA)

- 47. ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI TRANSPORTATION COMMISSION, THROUGH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION TO PROVIDE INMATE LABORERS FOR WORK ON THE STATE HIGHWAY SYSTEM PURSUANT TO 65-1-8(2)(u). (C.MARTIN, LUMUMBA)
- 48. ORDER RÉVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY. (C.MARTIN, LUMUMBA)
- 49. ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (JACKSON CITY COUNCIL)
- 50. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING THE DENOUNCEMENT OF NEGATIVE REFLECTIONS OF THE CITY OF JACKSON, MISSISSIPPI AS VIEWED ON 60-MINUTES. (STOKES)
- 51. ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HIRING ATTORNEY DENNIS SWEET AND ATTORNEY NATHANIEL ARMISTAD AS CO-COUNSELS TO PROTECT THE RIGHTS OF JACKSON, MISSISSIPPI IN PROVIDING SAFE AND CLEAN DRINKING WATER TO ITS CUSTOMERS. (STOKES)

DISCUSSION

- 52. **DISCUSSION: FUND BALANCE (LIBRARIES) (STOKES)**
- 53. DISCUSSION: UPDATE- KEYSHIA SANDERS (STOKES)
- 54. **DISCUSSION: EUDORA WELTY LIBRARY (LEE)**
- 55. DISCUSSION: GARBAGE RFP (FOOTE)
- 56. DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY (JACKSON CITY COUNCIL)

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

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

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE



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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND QUALITY LANDSCAPE AND LAWN MAINTENANCE, INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1528 LOCATED AT 2241 DECATUR STREET – PARCEL #104-138 – \$5,500.00 (WARD 3) (DOTSON, LUMUMBA)

WHEREAS, the State of Mississippi received 2241 Decatur Street due to delinquent taxes; and

WHEREAS, said property must be maintained and conditions that constitute a menace to public health, safety and welfare remedied; and

WHEREAS, on June 22, 2023, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-21-1528 located at 2241 Decatur Street parcel #104-138 in Ward 3 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS, Quality Landscape and Lawn Maintenance, Inc. submitted the lowest bid and through its Member, Eric Kelly, agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 2241 Decatur Street for the sum of \$5,500.00 ; and

WHEREAS, Quality Landscape and Lawn Maintenance, Inc. has a principal office address of 133 Park Circle Jackson, Mississippi 39212 according to the information appearing on the Mississippi Secretary of State's website; and

IT IS THEREFORE ORDERED that the Mayor be authorized to execute a contract with Quality Landscape and Lawn Maintenance, Inc. to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 2241 Decatur Street deemed to be a menace to public health, safety, and welfare;

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$5,500.00 shall be paid to Quality Landscape and Lawn Maintenance, Inc. for the services provided from funds budgeted for the Division.

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Consent Agenda Item # September 26,2023 Dotson, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

8/21/2023 DATE

· · · · · ·	POINTS	COMMENTS
1.	Brief Description/Purpose	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.
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 Crime Prevention Quality of Life
3.	Who will be affected	All City of Jackson residents.
4.	Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	Schedule (beginning date)	To be determined pending execution of contract.
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	WARD 3
7.	Action implemented by: City Department Consultant	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	COST	\$5,500.00
9.	Source of Funding General Fund Grant Bond Other 	General Funding (001-444-70-6446)
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

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To:	Chokwe Lumumba, Mayor
From:	Chloe Dotson, Director Department of Planning and Development
Date:	8/23/2023
Re:	Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Quality Landscape and Lawn Maintenance, Inc., for the demolition and removal of structure, foundation, steps, and driveway; cut grass and weeds; remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case #CE-21-1528.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTACT BETWEEN THE CITY OF JACKSON AND QUALITY LANDSCAPE AND LAWN MAINTENANCE, INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1528 LOCATED AT 2241 DECATUR STREET - PARCEL #104-138 - \$5,500.00 -(WARD 3) (DOTSON, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, City Attorney Kristie Metcalfe, Deputy City Attorney



BE IT REMEMBERED that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on August 29, 2023, being the fifth Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Aaron Banks, Ward 6, Council President; Angelique Lee, Vice-President, Ward 2; Ashby Foote, Ward 1; Kenneth Stokes, Ward 3; Brian Grizzell, Ward 4; Vernon Hartley, Ward 5 and Virgi Lindsay, Ward 7. Directors: Chokwe Antar Lumumba, Mayor; Safiya Omari, Chief of Staff; Sabrina Shelby, Chief Deputy Clerk of Council; Victor Allen, Chief Deputy Clerk of Council and Catoria Martin, City Attorney.

Absent: None.

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

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The invocation was offered by Rev. Rosa Barron of Greater Allen Temple AME Church.

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

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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 ON JUNE 6, 2023 FOR THE FOLLOWING CASES:

23-954	23-265	23-1084	22-166	22-1849
23-285	23-283	23-276	23-274	23-273
23-271	23-264	23-269	21-1768	22-2500
22-2498	22-2497	23-1087	21-1929	22-1787
22-895	22-162	21-69	23-33	21-1862
22-726	22-2549	22-2550	23-777	22-1827
22-1235	23-472			

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 June 6, 2023; 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:

 Case #23-954: Parcel #613-50 located at 121 Savanna 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

> Consent Agenda Item No. 4 9.26.2023 (S.Jordan, Banks)

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.

 Case #23-285: Parcel #214-72 located at 260 Marla Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

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

3) **Case #23-283: Parcel #214-64** located at 285 Marla 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 5

Scope of Work: Remove trash and debris.

4) Case #23-276: Parcel #213-17 located at 1920 East Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Remove trash and debris.

5) Case #23-274: Parcel #213-27 located at 1812 East Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Remove trash and debris.

6) **Case #23-273: Parcel #213-142** located at 1904 Willow Way: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

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

7) **Case #23-271: Parcel #213-171** located at 2028 Willow Way: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

8) **Case #23-265: Parcel #213-124** located at 2033 Will-O-Way: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

9) **Case #23-264: Parcel #213-121** located at 2005 Will-O-Way: 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.

10) **Case #23-269: Parcel #213-178** located at 2046 Willow Way: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

11) **Case #21-1768: Parcel #626-116-1** located at 217 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 ensure property is clear and free of any and all health hazards.

12) **Case #22-2500: Parcel #97-225** located at 2117 Rondo St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

13) **Case #22-2498: Parcel #97-223** located at 2101 Rondo 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.

14) **Case #22-2497: Parcel #97-338** located at 1827 Rondo 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 \$750.00. 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.

15) **Case #23-1084: Parcel #214-70** located at 270 Marla Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

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

16) **Case #23-1087: Parcel #213-192** located at 2115 Oakhurst Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

17) **Case #21-1929: Parcel #500-304** located at 256 Culley Dr.: After hearing testimony from Charoni Ford, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Charoni Ford shall be afforded fifteen (15) days until June 21, 2023 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Remove trash and debris.

18) **Case #22-1787: Parcel #566-67** located at 5077 Sunnyvale 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 1

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.

19) Case #22-895: Parcel #104-95 located at 701 Spring 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: Board up and/or secure structure(s). Remove trash and debris.

20) Case #22-162: Parcel #422-320 located at 3453 Bailey 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: Remove trash and debris.

21) Case #21-69: Parcel #430-176 located at 315 Stillwood 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 3

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

22) **Case #22-166: Parcel #401-10-14** located at 760 Toole Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,000.00. Ward 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.

23) Case #23-33: Parcel #409-848-10 located at 2322 Idaho 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: 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.

24) **Case #21-1862: Parcel #99-3-1** located at 1603 Pleasant Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

25) Case #22-726: Parcel #99-10-2 located at 1610 Pleasant Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

26) **Case #22-2549: Parcel #95-159** located at 1021 Palmyra 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: Remove trash and debris.

27) Case #22-2550: Parcel #95-102 located at 1120 Palmyra St. Unit 22: 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: Remove trash and debris.

28) **Case #23-777: Parcel #95-171** located at 1251 Palmyra St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

29) **Case #22-1849: Parcel #95-218** located at 1351 Palmyra St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

30) **Case #22-1827: Parcel #732-334** located at 3625 W. Northside Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Remove trash and debris.

31) Case #22-1235: Parcel #732-632 located at 3533 W. Northside Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Demolish and remove remains of 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.

32) Case #23-472: Parcel #642-370 located at 361 Queen Marie Ln.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

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

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

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

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

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

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

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

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-1054 LOCATED AT 3702 SKYLINE DR. PARCEL #410-395 – \$4,739.00.

WHEREAS, on May 23, 2023, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on February 7, 2023, for Case #CE-22-1054 located at 3702 Skyline Dr. parcel #410-395 in Ward 3 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 3702 Skyline Dr.; and

WHEREAS, Love Trucking Co., Inc. submitted the lowest bid of \$4,739.00; and

WHEREAS, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

WHEREAS, upon receipt of a written Notice to Proceed, Love Trucking Co., Inc. through its representative, Dennis Love, agreed to demolish the structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 3702 Skyline Dr. in an amount not to exceed \$4,739.00; and

WHEREAS, Love Trucking Co., Inc. has a principal office located at 761 Woodlake Dr. Jackson, MS 39206, according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Love Trucking Co., Inc. to demolish the structure and remedy conditions on the property located at 3702 Skyline Dr. deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,739.00 shall be paid to Love Trucking Co., Inc. upon the completion of the services provided from funds budgeted for the Division.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-370 LOCATED AT 2624 MARTIN LUTHER KING JR. DR. UNIT 40 PARCEL #405-484-1 – \$36,999.00.

WHEREAS, on July 3, 2023, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on March 7, 2023, for Case #CE-22-370 located at 2624 Martin Luther King Jr. Dr. Unit 40 parcel #405-484-1 in Ward 3 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 2624 Martin Luther King Jr. Dr. Unit 40; and

WHEREAS, Love Trucking Co., Inc. submitted the lowest bid of \$36,999.00; and

WHEREAS, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

WHEREAS, upon receipt of a written Notice to Proceed, Love Trucking Co., Inc. through its representative, Dennis Love, agreed to demolish the structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 2624 Martin Luther King Jr. Dr. Unit 40 in an amount not to exceed \$36,999.00; and

WHEREAS, Love Trucking Co., Inc. has a principal office located at 761 Woodlake Dr. Jackson, MS 39206, according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Love Trucking Co., Inc. to demolish the structure and remedy conditions on the property located at 2624 Martin Luther King Jr. Dr. Unit 40 deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$36,999.00 shall be paid to Love Trucking Co., Inc. upon the completion of the services provided from funds budgeted for the Division.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-1053 LOCATED AT 3648 SKYLINE DR. PARCEL #410-394 – \$4,739.00.

WHEREAS, on May 23, 2023, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on February 7, 2023, for Case #CE-22-1053 located at 3648 Skyline Dr. parcel #410-394 in Ward 3 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 3648 Skyline Dr.; and

WHEREAS, Love Trucking Co., Inc. submitted the lowest bid of \$4,739.00; and

WHEREAS, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

WHEREAS, upon receipt of a written Notice to Proceed, Love Trucking Co., Inc. through its representative, Dennis Love, agreed to demolish the structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 3648 Skyline Dr. in an amount not to exceed \$4,739.00; and

WHEREAS, Love Trucking Co., Inc. has a principal office located at 761 Woodlake Dr. Jackson, MS 39206, according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Love Trucking Co., Inc. to demolish the structure and remedy conditions on the property located at 3648 Skyline Dr. deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,739.00 shall be paid to Love Trucking Co., Inc. upon the completion of the services provided from funds budgeted for the Division.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING, CO., INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1689 LOCATED AT 239 S PRENTISS ST – PARCEL #126-6-3 – \$44,438.00.

WHEREAS, the State of Mississippi received 239 S. Prentiss St. due to delinquent taxes; and

WHEREAS, said property must be maintained and conditions that constitute a menace to public health, safety and welfare remedied; and

WHEREAS, on August 1, 2023, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-21-1689 located at 239 S. Prentiss St parcel #126-6-3 in Ward 5 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS, Love Trucking Co., Inc. submitted the lowest bid and through its Member, Dennis Love, agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 239 S Prentiss St for the sum of \$44,438.00; and

WHEREAS, Love Trucking Co., Inc. has a principal office address of 761 Woodlake Dr. Jackson, MS 39206 according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a contract with Quality Landscape and Lawn Maintenance, Inc. to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 239 S. Prentiss St. deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$44,438.00 shall be paid to Quality Landscape and Lawn Maintenance, Inc. for the services provided from funds budgeted for the Division.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1998 LOCATED AT 1037 BROOKLEY STREET – PARCEL #839-282 – \$6,889.00.

WHEREAS, the State of Mississippi received 1037 Brookley Street due to delinquent taxes; and

WHEREAS, said property must be maintained and conditions that constitute a menace to public health, safety and welfare remedied; and

WHEREAS, on April 12, 2023, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-21-1998 located at 1037 Brookley Street parcel #839-282 in Ward 6 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS, Love Trucking Co., Inc. submitted the lowest bid and through its Member, Dennis Love, agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 1037 Brookley Street for the sum of \$6,889.00; and

WHEREAS, Love Trucking Co., Inc. has a principal office address of 761 Woodlake Drive Jackson, Mississippi 39206 according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a contract with Love Trucking Co., Inc. to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 1037 Brookley Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$6,889.00 shall be paid to Love Trucking Co., Inc. for the services provided from funds budgeted for the Division.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND

WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-55 LOCATED AT 2215 DECATUR ST. PARCEL #104-139 – \$7,769.00.

WHEREAS, on March 14, 2023, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on December 20, 2022, for Case #CE-21-55 located at 2215 Decatur St. parcel #104-139 in Ward 3 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 2215 Decatur St.; and

WHEREAS, Love Trucking Co., Inc. submitted the lowest bid of \$7,769.00; and

WHEREAS, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

WHEREAS, upon receipt of a written Notice to Proceed, Love Trucking Co., Inc. through its representative, Dennis Love, has agreed to demolish the structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 2215 Decatur St. in an amount not to exceed \$7,769.00; and

WHEREAS, Love Trucking Co., Inc. has a principal office located at 761 Woodlake Dr. Jackson, MS 39206, according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Love Trucking Co., Inc. to demolish the structure and remedy conditions on the property located at 2215 Decatur St. deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$7,769.00 shall be paid to Love Trucking Co., Inc. upon the completion of the services provided from funds budgeted for the Division.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-1085 LOCATED AT 1750 UNIVERSITY BOULEVARD – PARCEL #201-81 – \$9,338.00.

WHEREAS, the State of Mississippi received 1750 University Boulevard due to delinquent taxes; and

WHEREAS, said property must be maintained and conditions that constitute a menace to public health, safety and welfare remedied; and

WHEREAS, on April 19, 2023, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-23-1085 located at 1750 University Boulevard parcel #201-81 in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS, Love Trucking Co., Inc. submitted the lowest bid and through its Member, Dennis Love, agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 1750 University Boulevard for the sum of \$9,338.00; and

WHEREAS, Love Trucking Co., Inc. has a principal office address of 761 Woodlake Drive Jackson, Mississippi 39206 according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a contract with Love Trucking Co., Inc. to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 1750 University Boulevard deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$9,338.00 shall be paid to Love Trucking Co., Inc. for the services provided from funds budgeted for the Division.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1997 LOCATED AT 1008 BROOKLEY STREET – PARCEL #839-308 – \$6,889.00.

WHEREAS, the State of Mississippi received 1008 Brookley Street due to delinquent taxes; and

WHEREAS, said property must be maintained and conditions that constitute a menace to public health, safety and welfare remedied; and

WHEREAS, on April 12, 2023, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-21-1997 located at 1008 Brookley Street parcel #839-308 in Ward 6 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS, Love Trucking Co., Inc. submitted the lowest bid and *t*hrough its Member, Dennis Love, agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 1008 Brookley Street for the sum of \$6,889.00; and

WHEREAS, Love Trucking Co., Inc. has a principal office address of 761 Woodlake Drive Jackson, Mississippi 39206 according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a contract with Love Trucking Co., Inc. to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 1008 Brookley Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$6,889.00 shall be paid to Love Trucking Co., Inc. for the services provided from funds budgeted for the Division.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1996 LOCATED AT 1020 BROOKLEY STREET – PARCEL #839-306 – \$6,499.00.

WHEREAS, the State of Mississippi received 1020 Brookley Street due to delinquent taxes; and

WHEREAS, said property must be maintained and conditions that constitute a menace to public health, safety and welfare remedied; and

WHEREAS, on April 12, 2023, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-21-1996 located at 1020 Brookley Street parcel #839-306 in Ward 6 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS, Love Trucking Co., Inc. submitted the lowest bid and through its Member, Dennis Love, agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 1020 Brookley Street for the sum of \$6,499.00; and

WHEREAS, Love Trucking Co., Inc. has a principal office address of 761 Woodlake Drive Jackson, Mississippi 39206 according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a contract with Love Trucking Co., Inc. to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 1020 Brookley Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$6,499.00 shall be paid to Love Trucking Co., Inc. for the services provided from funds budgeted for the Division.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

and

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-2034 LOCATED AT 1303 MARIA DRIVE – PARCEL #633-183 – \$4,000.00.

WHEREAS, the State of Mississippi received 1303 Maria Drive due to delinquent taxes;

WHEREAS, said property must be maintained and conditions that constitute a menace to public health, safety and welfare remedied; and

WHEREAS, on January 26, 2023, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-22-2034 located at 1303 Maria Drive parcel #633-183 in Ward 6 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS, Love Trucking Co., Inc. submitted the lowest bid and through its Member, Dennis Love, agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 1303 Maria Drive for the sum of \$4,000.00; and

WHEREAS, Love Trucking Co., Inc. has a principal office address of 761 Woodlake Drive Jackson, Mississippi 39206 according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a contract with Love Trucking Co., Inc. to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 1303 Maria Drive deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,000.00 shall be paid to Love Trucking Co., Inc. for the services provided from funds budgeted for the Division.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

and

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND TRIARC MANAGEMENT SERVICES LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-721 LOCATED AT 2269 HICKORY DRIVE – PARCEL #837-178-1 – \$7,000.00.

WHEREAS, the State of Mississippi received 2269 Hickory Drive due to delinquent taxes;

WHEREAS, said property must be maintained and conditions that constitute a menace to public health, safety and welfare remedied; and

WHEREAS, on June 10, 2022, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-22-721 located at 2269 Hickory Drive parcel #837-178-1 in Ward 5 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS, TriArc Management Services LLC submitted the lowest bid and through its Member, Stacey Stowers, agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 2269 Hickory Drive for the sum of \$7,000.00; and

WHEREAS, TriArc Management Services LLC has a principal office address of 644 E. Rhinewalt Road, Lena, Mississippi 39094 according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a contract with TriArc Management Services LLC to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 2269 Hickory Drive deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$7,000.00 shall be paid to TriArc Management Services LLC for the services provided from funds budgeted for the Division.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND TRIARC MANAGEMENT SERVICES LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-73 LOCATED AT 3105 ADRIENNE DRIVE – PARCEL #622-173 – \$5,000.00.

WHEREAS, the State of Mississippi received 3105 Adrienne Drive due to delinquent taxes; and

WHEREAS, said property must be maintained and conditions that constitute a menace to public health, safety and welfare remedied; and

WHEREAS, on June 22, 2023, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-21-73 located at 3105 Adrienne Drive parcel #622-173 in Ward 6 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS, TriArc Management Services LLC submitted the lowest bid and through its Member, Stacey Stowers, agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 3105 Adrienne Drive for the sum of \$5,000.00; and

WHEREAS, TriArc Management Services LLC has a principal office address of 644 E. Rhinewalt Road, Lena, Mississippi 39094 according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a contract with TriArc Management Services LLC to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 3105 Adrienne Drive deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$5,000.00 shall be paid to TriArc Management Services LLC for the services provided from funds budgeted for the Division.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

> ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND TRIARC MANAGEMENT SERVICES LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND

> DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC

HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-172 LOCATED AT 1804 UNIVERSITY BOULEVARD – PARCEL #201-75 – \$9,000.00.

WHEREAS, the State of Mississippi received 1804 University Boulevard due to delinquent taxes; and

WHEREAS, said property must be maintained and conditions that constitute a menace to public health, safety and welfare remedied; and

WHEREAS, on April 19, 2023, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-22-172 located at 1804 University Boulevard parcel #201-75 in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS, TriArc Management Services LLC submitted the lowest bid and through its Member, Stacey Stowers, agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 1804 University Boulevard for the sum of \$9,000.00; and

WHEREAS, TriArc Management Services LLC has a principal office address of 644 E. Rhinewalt Road, Lena, Mississippi 39094 according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a contract with TriArc Management Services LLC to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 1804 University Boulevard deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$9,000.00 shall be paid to TriArc Management Services LLC for the services provided from funds budgeted for the Division.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1912 LOCATED AT 2988 BOOKER WASHINGTON STREET – PARCEL #101-119-16 – \$6,450.00.

WHEREAS, the State of Mississippi received 2988 Booker Washington Street due to delinquent taxes; and

WHEREAS, said property must be maintained and conditions that constitute a menace to public health, safety and welfare remedied; and

WHEREAS, on March 15, 2023, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-21-1912 located at 2988 Booker Washington Street parcel #101-119-16 in Ward 3 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS, Four Seasons Enterprises, LLC submitted the lowest bid and through its Member, Robert Love, agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 2988 Booker Washington Street for the sum of \$6,450.00; and

WHEREAS, Four Seasons Enterprises, LLC has a principal office address of 4612 Medgar Evers Boulevard, Jackson, Mississippi 39213 according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a contract with Four Seasons Enterprises, LLC to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 2988 Booker Washington Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$6,450.00 shall be paid to Four Seasons Enterprises, LLC for the services provided from funds budgeted for the Division.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

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APPROVAL OF THE AUGUST 1, 2023 REGULAR COUNCIL MEETING MINUTES.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

APPROVAL OF THE AUGUST 3, 2023 SPECIAL COUNCIL/CITIZEN'S AGENDA MEETING MINUTES.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

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There came on for Introduction Agenda Item No. 20:

ORDINANCE AMENDING CHAPTER 2, ARTICLE II, DIVISION 4 OF THE JACKSON CODE OF ORDINANCES. President Banks stated said item would be referred to the Finance Committee.

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President Banks requested that Agenda Item No. 35 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER RATIFYING PROCUREMENT OF EMERGENCY CONSTRUCTION REPAIRS FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS FOR THE DEPARTMENT OF PUBLIC WORKS.

WHEREAS, in late August 2022, the Pearl River rose to flood levels resulting in flood water entering the City's West Bank Interceptor and flowing out of low manholes on the dry side of flood protection levees; and

WHEREAS, the PGA Tour's Sanderson Farms Championship, scheduled for September 29 through October 2, 2022, is a major economic and tourism event in the City of Jackson; and

WHEREAS, the golf course suffered significant sewer backups in low lying areas and nearing holes that were a part of the tournament course, which would have may parts of the tournament course unplayable; and

WHEREAS, in the late summer and fall of 2022 while the City of Jackson was under a water system emergency, the city experienced multiple water line breaks that under the extraordinary circumstances threatened the stability and pressurization of the entire surface water system; and

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

WHEREAS, the repair work by each vendor has been completed.

IT IS, THEREFORE, ORDERED that payment to the vendors listed below in the amounts listed below be made consistent with the attached invoices.

Utility Constructors, Inc.	Fortification St 20" Main	\$ 190,251.60
Utility Constructors, Inc.	Old Canton Rd at Kaywood	\$ 35,162.50
Utility Constructors, Inc.	Peachtree St 6" Main	\$ 26,537.00
Utility Constructors, Inc.	Two leaks at Hwy 18 Picadilly	\$ 96,585.00
Utility Constructors, Inc.	Dixie Dr Water Leak	\$ 38,020.00
Utility Constructors, Inc.	Water Main behind Picadilly	\$ 49,330.00
Utility Constructors, Inc.	Poplar Blvd at North St	\$ 18,000.00
Hemphill Construction Company, Inc.	Woodrow Wilson 10" Main	\$ 17,339.71
Hemphill Construction Company, Inc.	Post-Flood Sewer Clean Up	\$ 78,206.03

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

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

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ORDER APPROVING CLAIMS NUMBER 29248 to 29286 APPEARING AT PAGES 656 TO 676 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF \$3,500,700.93 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 29248 to 29286 appearing at pages 656 to 676, inclusive thereon in the Municipal "Docket of Claims", in the aggregate amount of \$3,500,700.93 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:

REGULAR MEETING OF THE CITY COUNCIL TUESDAY, AUGUST 29, 2023 10:00 A.M.

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	418,876.22
SEIZURE & FORF PROP-FED	49,666.67
PARKS & RECR. FUND	19,450.04
LANDFILL/SANITATION FUND	511,977.86
NCSC SENIOR AIDS	3,493.17
STATE TORT CLAIMS FUND	36,194.64
WATER/SEWER OP & MAINT FUND	4,209.93
KELLOGG FOUNDATION PORJECT	41,163.54
PAYROLL FUND	211.75
HOUSING COM DEV ACT (CDBG) FD	544.28
TITLE III AGING PROGRAMS	2,522.01
INFRASTRUCTURE BOND 2020 \$32M	418,285.65
1% INFRASTRUCTURE TAX	259,138.02
MADISON SEWAGE DISP OP & MAINT	39.54
TRANSPORTATION FUND	25,021.13
JXN CONVENTION & VISITORS BUR	302,244.05
P E G ACCESS – PROGRAMMING FUND	1,312.80
MODERNIZATION TAX	781,035.46
CDBG COVID CARES	16,006.84
2020 ED BRYNE MEMORIAL JUSTICE	30,000.00
ZOOLOGICAL PARK	1,677.00
LIBRARY FUND	9,453.50
DFA – THALIA MARA HALL \$2M	1,510.00
MDOT – CMPDD PROJECTS	425,799.46
2020 GO PLANETARIUM BOND \$7.5M	108,428.57
CFO-EXTERNAL FUNDING	32,438.20
TOTAL	\$3,500,700.93

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

President Banks recognized **Fidelis Malembeka**, **Chief Financial Officer**, who provided an overview of larger claims at the request of **President Banks**.

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

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

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ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 29248 TO 29286 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 29248 to 29286 inclusive therein, in the Municipal "Docket of Claims", in the aggregate amount of \$94,865.85 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.

728

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		2,328,318.65
PARKS & RECR FUND		104,415.58
LANDFILL FUND		25,530.55
SENIOR AIDES		3,436.44
WATER/SEWER OPER & MAINT		94,340.45
PAYROLL	94,865.85	
HOUSING COMM DEV		8,463.90
TITLE III AGING PROGRAMS		5,990.03
TRANSPORTATION FUND		18,433.75
PEG ACCESS-PROGRAMMING FUND		5,464.77
2020 SAKI GRAND DOJ		7,405.71
ZOOLOGICAL PARK		31,154.99
AMERICAN RESCUE PLAN ACT 2021		253.38
NLC-MUNICIPAL REIMAGINING COMM		3,627.77
TOTAL		\$2.636.835.97

TOTAL

\$2,636,835.97

Vice President Lee moved adoption; Council Member Grizzell seconded.

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

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President Banks requested that Agenda Items No. 24, 25, 26 and 27 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER AUTHORIZING AMENDMENT OF BUDGET OF THE JACKSON POLICE DEPARTMENT FOR FISCAL YEAR 2022-2023 TO TRANSFER MONIES FROM CAPITAL OUTLAY ACCOUNT TO LAW ENFORCEMENT EQUIPMENT ACCOUNT.

WHEREAS, on October 11, 2022, the governing authorities for the City of Jackson authorized the Mayor to enter into an Interlocal Agreement with Hinds County, Mississippi for the acceptance of the fiscal year 2020 Edward Byrne Memorial Justice Assistance Grant in the amount of \$268,637.00; and

WHEREAS, all of the grant proceeds were allocated to the capital outlay account 383.442.84.6877; and

WHEREAS, the grant allocated funds for the procurement of equipment; and

WHEREAS, the sum of \$17,088.80 was advance and paid from the law enforcement equipment account identified as 383.442.84.6224; and

WHEREAS, the sums expended from account 383.442.84.6224 for the procurement of helmets should be reimbursed from the account where the grant monies were allocated so that there is expenditure of the grant funds in accordance with the terms of the Edward Byrne Memorial Grant award.

IT IS, THEREFORE, ORDERED that the Jackson Police Department's budget for fiscal year 2022-2023 shall be amended as follows:

Account from which transfer will be made # Amount 383.442.84.6877 \$17,088.80 Account Receiving transfers # 383.442.84.6224

Council Member Grizzell moved adoption; Vice President Lee seconded.

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

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ORDER AUTHORIZING PAYMENT TO THE INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS FOR THE RENEWAL OF MEMBERSHIP DUES AND MASTER MUNICIPAL CLERK CERTIFICATION FOR ALL DEPUTY CITY CLERKS AND THE CLERK OF COUNCIL.

WHEREAS, the International Institute of Municipal Clerks (IIMC) is the premier organization for Municipal Clerks that has provided over 75 years of experience in improving the professionalism of Municipal Clerks; and

WHEREAS, IIMC is a source for educational programs, technical support, resources, and publications. Membership opens many doors, including the advanced academy, annual conference certification program, education, networking, professional support, publications, and resource center; and

WHEREAS, full members are Municipal Clerks who serve a legislative government body in an administrative capacity with management responsibilities and whose duties include custody of the official seal and execution of official documents, elections, financial management, general management, human resources management, management of Bylaws, Articles of Incorporation, ordinances, or other legal instruments, meeting administration, and records management; and

WHEREAS, a municipality may pay professional association dues for individuals if the public entity determines that the professional association dues or licensing fees are reasonable and necessary to the performance of the employee's duties and the membership must accrue to the benefit of the municipality, and any benefit to the individual must be merely incidental; and

WHEREAS, The Master Municipal Clerk (MMC) program is the second and more advanced of the two professional designations granted by IIMC. The MMC program is an advanced continuing education program that prepares participants to perform complex municipal duties. The program has an extensive and rigorous educational component and a professional contribution component. The MMC applicant must demonstrate that they have actively pursued education and professional activities; and

WHEREAS, the Department of Municipal Clerk represents that it will cost a municipal clerk to become a member of IIMC, as follows:

Application Fee	\$40.00
Annual Membership Fee	\$125.00
Master Municipal Clerk Certification	\$400.00
Late Fees (If the annual membership fee is late)	\$15.00
IIMC Foundation Education Contribution	\$25.00

IT IS, THEREFORE, ORDERED that the governing authorities for the City of Jackson determine that IIMC professional association dues are reasonable and necessary to the performance of the Deputy City Clerks and the Clerk of Council duties and the membership accrue to the benefit of the municipality, and any benefit to the Deputy City Clerks and the Clerk of Council is merely incidental.

IT IS FURTHER ORDERED that the Department of Municipal Clerk is authorized to pay the IIMC to renew membership dues and Master Municipal Clerk Certification for all Deputy City Clerks and the Clerk of Council.

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Council Member Grizzell moved adoption; Council Member Hartley seconded.

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

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ORDER RATIFYING THE ACCEPTANCE OF SCANNING SERVICES FROM SCAN SOUTH, LLC FOR THE DEPARTMENT OF MUNICIAL CLERK AND AUTHORIZING PAYMENT OF SAID SERVICES.

WHEREAS, the Department of Municipal Clerk selected Scan South, LLC, located at 3000 Old Canton Road, Suite 280, Jackson, MS 39216, to digitize documents; and

WHEREAS, Scan South, LLC converted 4,218 documents at a rate of 0.06 for a total cost of \$267.08; and

WHEREAS, unless specifically required by statute or unless such services are provided in conjunction with the purchase of commodities, equipment, construction, or other purchases governed by Section 31-7-1 et seq., contracts for services are not required to be advertised for bid; and

WHEREAS, although no statutorily-imposed competitive bidding requirements are involved in procuring professional services, the governing authorities must authorize the payment for professional services.

IT IS, THEREFORE, ORDERED that the acceptance of scanning services to digitize documents from Scan South, LLC to the City of Jackson, Department of Municipal Clerk is hereby ratified, and payment in the amount of Two Hundred Sixty-Seven Dollars and Eight Cents (\$267.08) for the provisions of scanning services is authorized.

Council Member Grizzell moved adoption; Vice President Lee seconded.

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

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ORDER AMENDING THE FISCAL YEAR 2022-2023 BUDGET FOR THE DEPARTMENT OF PARKS AND RECREATION TO TRANSFER TWENTY THOUSAND DOLLARS (\$20,000.00) LOCATED IN THE "RECREATIONAL SUPPLIES" CATEGORY AND NINE THOUSAND DOLLARS (\$9,000.00) LOCATED IN THE "NON-CAPITALIZED EQUIPMENT" CATEGORY TO THE "OTHER PROFESSIONAL SERVICES" CATEGORY TO COVER FENCE REPAIR/ REPLACEMENT AND DISC GOLF PARK INSTALL AT LIVINGSTON PARK.

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

WHEREAS, it is the sincere desire of the City of Jackson, Department of Parks and Recreation, to provide consistent and outstanding service to our youth, citizens, and visitors of the City of Jackson; 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 Parks and Recreation represents that the Twenty Thousand Dollars (\$20,000.00) located in the "Recreational Supplies" Category and the Nine Thousand Dollars (\$9,000.00) located in the "Non-Capitalized Equipment" Category, that it presently seeks to transfer to the "Other Professional Services" Category, is not needed or expected to be needed for the purpose(s) for which it was originally appropriated in the Fiscal Year 2022-2023 Budget; and

WHEREAS, the Twenty Thousand Dollars (\$20,000.00) located in the "Recreational Supplies" Category and the Nine Thousand Dollars (\$9,000.00) located in the "Non-Capitalized Equipment" Category is comprised of unspent bond funds for recreational supplies and non-capitalized equipment projects; and

WHEREAS, the Department of Parks and Recreation needs this requested Budget amendment so that the Parks and Recreations Department can repair/replace a wire fence that was damaged from fallen trees during a storm in July of 2023; and

WHEREAS, the Department of Parks and Recreation also seeks the requested Budget amendment so that the Parks and Recreation Department can purchased and install a Disc Golf Park in Livingston Park; and

WHEREAS, said funds are requested to be transferred to the "Other Professional Services" Category as shown below; and

Category	Account No.	Decrease	Increase	Total
Recreational Supplies	404-501.30-6221	\$20,000.00		
Non-Capitalized Equipment	404-501.30-6240	\$9,000.00		
Other Professional Services	404-501.30-6419		\$29,000.00	\$29,000.00

WHEREAS, this intradepartmental transfer of Twenty-Nine Thousand Dollars (\$29,000.00) is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, because the transfer requested in this Order, added to any previous Fiscal Year 2022-2023 Department of Parks and Recreation Budget intradepartmental transfers, does not exceed ten percent (10%) of the total budget amount appropriated to the Fiscal Year 2022-2023 Department of Parks and Recreation Budget.

IT IS, THEREFORE, ORDERED that the Fiscal Year 2022-2023 Budget for the Department of Parks and Recreation be amended to authorize a Budget transfer of Twenty Thousand Dollars (\$20,000.00) located in the "Recreational Supplies" Category and Nine Thousand Dollars (\$9,000.00) located in the "Non-Capitalized Equipment" Category, totaling Twenty-Nine Thousand Dollars (\$29,000.00), to be allocated to the "Other Professional Services" Category.

Council Member Hartley moved adoption; Council Member Grizzell seconded.

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

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

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

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ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF JOSEPH WADE AS CHIEF OF THE JACKSON POLICE DEPARTMENT, CITY OF JACKSON, MISSISSIPPI.

WHEREAS, on June 1, 2023, the Mayor appointed Joseph Wade as Chief of the Jackson Police Department for the City of Jackson, Mississippi; and

WHEREAS, pursuant to Miss. Code Ann. § 21-15-41, Mississippi Code of 1972, as amended, the interim term of Joseph Wade as Interim Police Chief will expire August 30, 2023, upon expiration he can no longer serve in an interim capacity; and

WHEREAS, the appointment came before the City Council for confirmation as required by Section 21-8-23(2), Mississippi Code of 1972, as amended; and

WHEREAS, the City Council has considered the appointment, and a majority of the Council present and voting has determined that the appointment should be confirmed.

IT IS, THEREFORE, ORDERED by the City Council of the City of Jackson, Mississippi, that the appointment of Joseph Wade as Director of the Jackson Police Department for the City of Jackson, Mississippi, is hereby confirmed.

Vice President Lee moved adoption; Council Member Lindsay seconded.

President Banks recognized **Mayor Chokwe Antar Lumumba**, who provided a brief overview of said item.

President Banks recognized **Joseph Wade**, **Interim Chief of the Jackson Police Department**, who gave his personal statement and answered questions posed to him by Council Members.

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

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

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ORDER AUTHORIZING THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES TO SUBMIT A COMPLIANCE REPORT TO THE CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT AREAAGENCY ON AGING FOR FUNDING TO PROVIDE CONGREGATE MEALS, HOME DELIVERED MEALS, TRANSPORTATION, AND OUTREACH SERVICES TO ELDERLYINDIVIDUALS AND INDIVIDUALS WITH DISABILITIES FOR THE 2023-24 FISCAL YEAR.

WHEREAS, the Central Mississippi Planning and Development District Area Agency on Aging, which serves 60 years and older populations in Hinds County, offers grant funding to provide congregate meals, home-delivered meals, transportation, and outreach services to elderly individuals and individuals with disabilities; and

WHEREAS, to receive funding, the City of Jackson is required to complete the General Compliance Requirements form to demonstrate the City is in compliance with Federal and/or State laws and regulations; and

WHEREAS, on behalf of the City of Jackson, the Senior Services will apply to Central Mississippi Planning and Development District Area Agency on Aging for financial assistance to provide congregate meals, home-delivered meals, transportation, and outreach services for the 2023-2024 fiscal year; and

WHEREAS, this Central Mississippi Planning and Development District Area Agency on Aging grant requires a 25% match for transportation and home-delivered meals and a 10% match for congregate meals and outreach services; and

WHEREAS, the Department of Human and Cultural Services, through its Senior Services, is recommending that a grant application be submitted and the Mayor be authorized to execute the grant agreement and related documents to be used by the City's Senior Services for the Fiscal Year 2023-2024.

IT IS HEREBY ORDERED that the Mayor is authorized to execute the agreement and related documents with the Central Mississippi Planning and Development District Area Agency on Aging for the acceptance and implementation of the grant award from the Central Mississippi Planning and Development District Area Agency on Aging to aid in the financing of providing provide congregate meals, home-delivered meals, transportation, and outreach services to elderly individuals and individuals with disabilities.

Vice President Lee moved adoption; Council Member Grizzell seconded.

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

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ORDER AUTHORIZING AN EVENT LICENSE AGREEMENT FOR THE ANNUAL SENIOR HEALTH AND WELLNESS FAIR AT THE JACKSON CONVENTION COMPLEX.

WHEREAS, on Thursday, October 19, 2023, from 7 am to 5 pm, the City of Jackson, along with other business and community stakeholders, will host the Annual Senior Health and Wellness Fair at the Jackson Convention Complex; and

WHEREAS, the Jackson Convention Complex for the Capital City Convention Commission has agreed to provide space for the Senior Health and Wellness Fair and has waived customary rental fees associated with the use of the facility; and

WHEREAS, it is anticipated that two (2) unarmed security guards will be made available to the City of Jackson for eight (8) hours resulting in a cost of \$1,950.00; and

WHEREAS, the best interest of the City of Jackson and its citizenry would be served by authorizing the expenditure of \$1,950.00 for the two (2) unarmed security guards; and

WHEREAS, the Department of Human and Cultural Services recommends that the governing authorities for the City of Jackson, MS authorize the Mayor to execute an agreement to use Exhibit Hall B at the Jackson Convention Complex for the Annual Senior Health and Wellness Fair.

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute the Event License Agreement for the use of Exhibit Hall B at Jackson Convention Complex facilities to host the Annual Senior Health and Wellness Fair.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1,950.00 may be paid to Jackson Convention Complex for two (2) unarmed security guards.

Vice President Lee moved adoption; Council Member Grizzell seconded.

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

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACTUAL AGREEMENT WITH THE JACKSON MEDICAL MALL FOUNDATION FOR

THE 2023-2024 FISCAL YEAR FOR THE SENIOR TRANSPORTATION PROGRAM OF THE CITY OF JACKSON.

WHEREAS, the Jackson Medical Mall Foundation Transportation Division has partnered with the Mississippi Department of Transportation (MDOT) and the City of Jackson's Human and Cultural Division through Senior Services, for funding to support the Senior Transportation Program, which provides senior patrons and individuals with disabilities transportation services to nutrition, medical, and social destinations; and

WHEREAS, the Department of Human and Cultural Services, through its Senior Services, is recommending that the City of Jackson enter into a contractual agreement with the Jackson Medical Mall Foundation to provide the following: (1) efficient and effective transportation services for individuals who are considered senior (60+); (2) effective transportation services to nutrition, medical, and social destinations; (3) services that will focus primarily on increasing access to goods and services that are required to increase social interaction and decrease elderly isolation; (4) increase social interaction, community integration and decrease isolation among individuals who are 60+ in age; and (5) help participants maintain a sense of independence in their personal, social, and physical decision making; and

WHEREAS, under the proposed contractual agreement, the City of Jackson will provide funding for the program incorporating shared federal, state, and/or local resources, provide certification and recertification of participants, and provide case assessment services from October 1, 2023, through September 30, 2024; and

WHEREAS, the City of Jackson, through the Department of Human and Cultural Services, will provide Two Hundred Thousand and Four Dollars and No Cents (\$200,004.00) out of the general fund; and

WHEREAS, the City of Jackson is seeking federal grant funds from CMPDD to fund the Senior Transportation Program, and when awarded, the funds will cover a share of the project's costs; and

WHEREAS, MDOT has informed the City of Jackson that it is eligible to receive federal funds in the amount of Two Hundred Fourteen Thousand and Eight Hundred and Eighty-Five Dollars and No Cents (\$214,885.00); and

WHEREAS, the City of Jackson will be billed monthly in the amount of Twenty-Six Thousand and Six Hundred and Sixty-Seven Dollars and No Cents (\$26,667.00), which will be applied towards the total costs of the project (\$); and

WHEREAS upon the completion of transportation services, the Jackson Medical Mall Foundation shall submit a monthly invoice to the City of Jackson by the 8th of each month, the City of Jackson shall pay the Jackson Medical Mall Foundation within 45 days after receiving an invoice.

IT IS HEREBY ORDERED that the Mayor be authorized to execute a Contractual Agreement with the Jackson Medical Mall Foundation for the Senior Transportation Program for the period of October 1, 2023 through September 30, 2024.

IT IS FURTHER ORDERED that when awarded, the City of Jackson accepts and is authorized to receive additional funding from the Central Mississippi Planning and Development District/Area Agency on Aging and the Mississippi Department of Transportation.

IT IS FURTHER ORDERED that the Two Hundred Thousand and Four Dollars and No Cents (\$200,004.00) be provided from the General Fund.

Council Member Grizzell moved adoption; Vice President Lee seconded.

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

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ORDER AUTHORIZING THE MAYOR TO EXECUTE APURCHASE ORDER TO PAY FRYE ENVIRONMENTAL TO CONDUCT ENVIRONMENTAL REVIEW CLEARANCES FOR HUD-FUNDED PROJECTS ON BEHALF OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT.

WHEREAS, the City of Jackson's Department of Planning and Development, through the Office of Housing and Community Development (OHCD) and Community Improvement will be implementing several neighborhood demolitions aimed at building quality of life for residents in the City of Jackson; and

WHEREAS, on May 22, 2023, the Department of Planning and Development published a Quotation Request Form seeking a vendor to perform environmental reviews per U.S. Department of Housing and Urban Development (HUD) guidelines; and

WHEREAS, from May 23, 2023 to May 25, 2023, the Department of Planning and Development received two (2) completed quotation request forms; and

WHEREAS, Frye Environmental submitted the lowest price quotes to complete environmental reviews for HUD funded projects throughout the Department of Planning and Development; and

WHEREAS, Frye Environmental has a principal office located at 26 Placer Drive Dahlonega, GA 30533; and

WHEREAS, Frye Environmental, will complete each HUD environmental review as required as outlined below once the purchase order is approved:

Description of Items Requested/Manufacturer/Services or work to be performed/Minor Repairs Requested	Price Per Project Location
Part 58 CEST- Scattered Site Demolitions	\$2,900.00
Part 58 CEST- Scattered Site Demolitions	\$2,900.00

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a purchase order with Frye Environmental to provide environmental reviews for HUD funded projects throughout the Department of Planning and Development as outlined below once the purchase order is approved:

Description of Items Requested/Manufacturer/Services or work to be performed/Minor Repairs Requested	Price Per Project Location
Part 58 CEST- Scattered Site Demolitions	\$2,900.00
Part 58 CEST- Scattered Site Demolitions	\$2,900.00

IT IS FURTHER ORDERED that the total amount expended to Frye Environmental shall be paid for from funds budgeted to the Department of Planning and Development once the purchase order is approved.

Vice President Lee moved adoption; Council Member Grizzell seconded.

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

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

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

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

WHEREAS, certain unanticipated 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 resurfacing; and

WHEREAS, the following accounts should be amended as follows:

From Account	To Account	Amount
001 45124 6320	213 45190 6824	\$ 386,589.00
001 45125 6320	213 45190 6824	\$ 10,459.65
Total		\$ 397,048.65

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

From Account	To Account	Amount
001 45124 6320	213 45190 6824	\$ 386,589.00
001 45125 6320	213 45190 6824	\$ 10,459.65
Total		\$ 397,048.65

IT IS FURTHER ORDERED that this revision to the budget of the Department of Public Works be published in accordance with Section 21-35-25 of the Mississippi Code.

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

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

President Banks requested that Agenda Items No. 34 and 36 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER ACCEPTING THE BID OF A-JONES SERVICES, LLC FOR THE HVAC REPLACEMENT AT JACKSON POLICE DEPARTMENT, PRECINCT 3.

WHEREAS, the City of Jackson solicited sealed, competitive bids from two contractors, A-Jones Services, LLC. and Universal Services, LLC to supply equipment and labor necessary to replace the HVAC at Jackson Police Department, Precinct 3, pursuant Section 31-7-13 (b) of the Mississippi Code of 1972, as amended, which allows for the procurement of public construction at a cost of \$75,000.00 or less on sealed, competitive bids without the requirement of advertising the construction project; and

WHEREAS, the bid received from A-Jones Services, LLC in an amount not to exceed \$60,423.69 was the lowest bid and met the specifications; and

WHEREAS, the Department of Public Works recommends that the governing authorities accept the bid of A-Jones Services, LLC, as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of A-Jones Services, LLC, in an amount not to exceed \$60,423.69, is accepted as the lowest and best bid for the HVAC replacement at the Jackson Police Department, Precinct 3 consistent with the bid solicitation.

IT IS FURTHER ORDERED that the Mayor is authorized to executed a contract with A-Jones Services, LLC consistent with the terms set forth in this order, including the usual and customary terms and conditions for City of Jackson construction.

Council Member Grizzell moved adoption; Vice President Lee seconded.

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

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ORDER RATIFYING PROCUREMENT OF ASPHALT FROM AND AUTHORIZING PAYMENTS TO APAC MISSISSIPPI, LLC FOR THE DEPARTMENT OF PUBLIC WORKS.

WHEREAS, the Paved Streets Division of the Department of Public Works had need of asphalt as part of standard duties; and

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

WHEREAS, the purchases in the invoices attached hereto were provided to Paved Streets Division for asphalt and said materials have been delivered.

IT IS, THEREFORE, ORDERED that payment to APAC Mississippi, LLC, in the amount of \$13,346 be made consistent with the attached invoices.

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	MS 39205-00	17					Miss Jack	sissippi kson, M	i Divisi IS 392	ion 25-450	в				
	ty.jackson.ms. jacksonms.gov						601-	-376-4(000						
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D. C. Tickett		Dundunti	Description		QTY UM				Haul Rate	Mat Tota			ax	Total	
Date Ticket# Plant: 04208 As			Description		QTT OM	rii			reate	Tota	ļ IU	ua			
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05/12/23 420062906 Total: SC-1	TYPE 8	211780	SC+1 TYPE 8		19.68	N 75		DN	0.00	1,476.00			_	76.00	
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05/12/23 420062928 Total: COL	D MIX	224130	COLDINIX		11.29	1 100		DN		1,749,95				49.95	
			Total invoi	lce:	30,97					3,225.9	5 0.	.00 D	.00 3,2	25.95	
Finance	Charges will b	e applied	to any late involces	at a rate o	of 1.5% per	month (per cred	it agree	ement	or the S	State's Le	wful Amo	unt		
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Customer Name: Customer No:	City of Jac 210818 40001486			lf you hav	e any ques	tions at	bout you	r invoid	ce plea	ase call	601-376	-4000			
Involce #: Date: Customer Job:	05/12/23 963-	0.0	1	Remit Pa	ayment To		APAC Mi PO Box 7			c.					
Due Date:	06/11/23						Mississi Atlanta, (50					
	Pla	see provide ;	your email address below	w If you woul	id like 10 start	l receiving	g your Invo	picas via	email						
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PO Box 24508 Jackson, MS 38225 City of Jacks PO Box 17	-4508 on							PO Bo	Inv Pag Cus Miss	Date: je: stome issippi, 508	Inc.	05/23/ Page 1	23		
P0 Box 24508 Jackson, MS 38225 City of Jacks	-4508 on	7						PO Bo Missis	Inv Pag Cus Miss ox 245 ssippi on, Mi	Date: stome issippi, 508 Divisior S 3922	Inc.	05/23/ Page 1	23		
PO Box 24508 Jackson, MS 38225 City of Jacks PO Box 17	-4508 on : 39205-0017 ackson.ms.u:							PO Bo Missis Jacks	Inv Pag Cus Miss ox 245 ssippi on, Mi	Date: stome issippi, 508 Divisior S 3922	Inc.	05/23/ Page 1	23		
P0 Box 24508 Jackson, MS 38225 City of Jacks P0 Box 17 Jackson MS sprice@city.j mooren@jac	u4508 on 39205-0017 ackson.ms.us ksonms.gov							PO Bo Missis Jacks	Inv Pag Cus Miss ox 245 ssippi on, Mi	Date: stome issippi, 508 Divisior S 3922	Inc.	05/23/ Page 1	23		
P0 Box 24508 Jackson, MS 39225 City of Jacks P0 Box 17 Jackson MS sprice@city.j	u4508 on 39205-0017 ackson.ms.us ksonms.gov							PO Bo Missis Jacks	Inv Pag Cus Miss ox 245 ssippi on, Mi	Date: stome issippi, 508 Divisior S 3922	Inc.	05/23/ Page 1	23		
P0 Box 24508 Jackson, MS 38225 City of Jacks P0 Box 17 Jackson MS sprice@city.j mooren@jac	u4508 on 39205-0017 ackson.ms.us ksonms.gov							PO Bo Missis Jacks 601-3	Inv Pag Cus cus cus sop 248 cox 248 cox 248 co	Date: je: stome issippi, 508 Divisior S 3922: 00	Inc. n 5-4508	05/23/ Page 1 963-	23 of 1		
PO Box 24508 Jackson, MS 39225 PO Box 17 Jackson MS sprice@city.j mooren@jad Delivered To: F	-4508 on : 39205-0017 ackson.ms.us ksonms.gov =OB	s Product#	Description		QTY	UM		PO Bo Missis Jacks	Inv Pag Cus Cus Sispi on, M 76-40	Date: stome issippi, 508 Divisior S 3922	Inc.	05/23/ Page 1	23 of 1	x 1	Fotal
PO Box 24508 Jackson, MS 38225 PO Box 17 Jackson MS sprice@clty.j mooren@jack	-4508 on 39205-0017 ackson.ms.u ksonms.gov =OB Foalt - Jacks	s Product#	Description		ατγ	UM	Unit Price	PO Bo Missis Jacks 601-3 Hau QT	Inv Pag Cus Cus sippi rox 244 rox 76-40	Date: stome issippi, 508 Division 53922 000 issippi, 508	Inc. n 5-4508 Mati Total	05/23/ Page 2 963- Haul Total	23 of 1 Ta		
PO Box 24508 Jackson, MS 39225 City of Jacks PO Box 17 Jackson MS sprice@city.j mooren@jaci Delivered To: F Date Ticket# Plant: 04208 Aspf MATERIAL: WMA S 05/23/23 420063382	-4508 on : 39205-0017 ackson.ms.ua ksonms.gov =OB F tait - Jacks T 12.5MM	s Product#	Description WMA ST 12.5MM WMA ST 12.5MM		QTY 1.60 12.23	TON	Unit	PO Bo Missis Jacks 601-3	Inv Pag Cus c Miss sox 248 ssippi on, M 76-40	Date: je: stome issippi, 508 Division S 3922 00	Inc. n 5-4508 Matl	05/23/ Page 1 963-	23 1 of 1 1 0.0	00 11	12.00
PO Box 24508 Jackson, MS 30225 City of Jacks PO Box 17 Jackson MS sprice@city.j mooren@jac Delivered To: F Date Ticket# Plant: 04208 Aspf MATERIAL: WMA S 05/23/23 420063382 05/23/23 420063404	-4508 on 39205-0017 ackson.ms.u ksonms.gov =OB F tait - Jacks T 12.5MM 2 2 2	s Product# son 211941 211941 211941	WMA ST 12.5MM WMA ST 12.5MM WMA ST 12.5MM		1.60 12.23 6.20	TON TON TON	Unit Price 70.00	PO Bo Missis Jacks 601-3 Hau QT	Inv Pag Cus States Stopy 248 Stopy 2	Date: (e: stome issippi, 508 Divisic S 3922 00 faul tate 0.00	Inc. n 5-4508 Mati Total	05/23/ Page 2 963- Haul Total	23 of 1 Ta 0.0	00 11 00 85 00 43	12.00
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PO Box 24509 Jackson, MS 38225 PO Box 17 Jackson MS sprice@city.j. mooren@jack Delivered To: F Plant: 04208 Aspt MATERUA: WMA S 05/23/23 42006382 05/23/23 42006385 05/23/23 420063405	-4508 on 39205-0017 ackson.ms.us ksonms.gov =OB F nait - Jacks T 12.5MM 2 2 2 2 2	s Product# son 211941 211941 211941	WMA ST 12.5MM WMA ST 12.5MM WMA ST 12.5MM WMA ST 12.5MM	olce:	1.60 12.23 6.20 1.14 21.17	TON TON TON	Unit Price 70.00 70.00 70.00	PO Bo Missis Jacks 601-3 Hau QT 0.0 0.0 0.0 0.0	Inv Pag Cus Signi Signi 76-40	Date: stome issippi, 508 Division 538 S3922 00 issippi, 508 Division 5392 00 00 issippi, 508 Division 1 taul tate 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Inc. 5-4508 Matli 112.00 856.10 434.00 79.80 (481.90	05/23/ Page 2 963- Haul Total 0.00 0.00 0.00 0.00 0.00	23 of 1 1 Ta 0.0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	00 11 00 85 00 43 00 7 00 1,48	12.00 56.10 34.00 79.80 81.90
PO Box 24508 Jackson, MS 38225 PO Box 17 Jackson MS sprice@city.j. mooren@jaci Delivered To: F Plant: 04208 Aspt MATERUL: WMA S 05/23/23 420063382 05/23/23 420063385 05/23/23 420063405 Total: WMA S	-4508 on 39205-0017 ackson.ms.us ksonms.gov =OB Fhait - Jacks T 12.5MM 2 2 2 7 12.5MM	Product# con 21941 21941 21941 21941 21941	WMA ST 12.5MM WMA ST 12.5MM WMA ST 12.5MM WMA ST 12.5MM Total Inw		1.60 12.23 6.20 1.14 21.17 21.17	TON TON TON TON	Unit Price 70.00 70.00 70.00 70.00	PO B.M Missis Missis 601-3 Hau QT 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.	Inv Pag Cus cus ssippi rox 248 ssippi rox 248 rox 248	Date: stome issippi, 508 Divisio 00 4aul tate 0.00 0.00 0.00 1 1 1	Matil Total 112.00 856.10 434.00 79.80 (481.99	05/23/ Page 2 963- 963- 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	23 of 1 0.0.00 0.0.00 0.0.00 0.0.00 0.0.000 0.0.000 0.0.000 0.0.000 0.0.00000 0.0.000000	00 11 00 85 00 41 00 1,48 00 1,44	12.00 56.10 34.00 79.80 81.90
PO Box 24508 Jackson, MS 38225 PO Box 17 Jackson MS sprice@city.j. mooren@jaci Delivered To: F Plant: 04208 Aspt MATERUL: WMA S 05/23/23 420063382 05/23/23 420063385 05/23/23 420063405 Total: WMA S	-4508 on 39205-0017 ackson.ms.us ksonms.gov =OB Fhait - Jacks T 12.5MM 2 2 2 7 12.5MM	Product# con 21941 21941 21941 21941 21941	WMA ST 12.5MM WMA ST 12.5MM WMA ST 12.5MM WMA ST 12.5MM		1.60 12.23 6.20 1.14 21.17 21.17	TON TON TON TON	Unit Price 70.00 70.00 70.00 70.00	PO B. Mississi Jacks: 601-3 4 4 4 4 4 4 4 5 5 5 5 5 5	agree	Date: stome issippi, 508 Divisio 00 4aul tate 0.00 0.00 0.00 1 1 1	r Job: Inc. 5-4508 112.00 434.00 79.80 481.99 481.99	05/23/ Page 2 963- 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	23 of 1 0.0.00 0.0.00 0.0.00 0.0.00 0.0.000 0.0.000 0.0.000 0.0.000 0.0.00000 0.0.000000	00 11 00 85 00 41 00 1,48 00 1,44	12.00 56.10 34.00 79.80 81.90
PO Box 24508 Jackson, MS 38225 PO Box 17 Jackson MS sprice@city.j. mooren@jaci Delivered To: F Plant: 04208 Aspt MATERUL: WMA S 05/23/23 420063382 05/23/23 420063385 05/23/23 420063405 Total: WMA S	-4508 on 39205-0017 ackson.ms.us ksonms.gov =OB Fhait - Jacks T 12.5MM 2 2 2 7 12.5MM	Product# con 21941 21941 21941 21941 21941	WMA ST 12.5MM WMA ST 12.5MM WMA ST 12.5MM WMA ST 12.5MM Total Inw		1.60 12.23 6.20 1.14 21.17 21.17	TON TON TON TON	Unit Price 70.00 70.00 70.00 70.00	PO B. Mississi Jacks: 601-3 4 4 4 4 4 4 4 5 5 5 5 5 5	agree	Date: stome issippi, 508 Divisio 00 4aul tate 0.00 0.00 0.00 1 1 1	Matil Total 112.00 856.10 434.00 79.80 (481.99	05/23/ Page 2 963- 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	23 of 1 0.0.00 0.0.00 0.0.00 0.0.00 0.0.000 0.0.000 0.0.000 0.0.000 0.0.00000 0.0.000000	00 11 00 85 00 41 00 1,48 00 1,44	12.00 56.10 34.00 79.80 81.90
PO Box 24508 Jackson, MS 38225 PO Box 17 Jackson MS sprice@city.j. mooren@jaci Delivered To: F Plant: 04208 Aspt MATERUL: WMA S 05/23/23 420063382 05/23/23 420063385 05/23/23 420063405 Total: WMA S	-4508 on 39205-0017 ackson.ms.us ksonms.gov =OB Fhait - Jacks T 12.5MM 2 2 2 7 12.5MM	Product# con 21941 21941 21941 21941 21941	WMA ST 12.5MM WMA ST 12.5MM WMA ST 12.5MM WMA ST 12.5MM Total Inw		1.60 12.23 6.20 1.14 21.17 21.17	TON TON TON TON	Unit Price 70.00 70.00 70.00 70.00	PO B.M Mississ Jacks 601-3	Inv Pag Cus Silppi or, Missispi or, Missispi	Date: stome issippi, 508 Divisio 00 4aul tate 0.00 0.00 0.00 1 1 1	r Job: Inc. 5-4508 112.00 434.00 79.80 481.99 481.99	05/23/ Page 2 963- 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	23 of 1 0.0.00 0.0.00 0.0.00 0.0.00 0.0.00 0.0.000 0.0.000 0.0.000 0.0.000 0.0.000 0.0.000 0.0.000 0.0.000000	00 11 00 85 00 41 00 1,48 00 1,44	12.00 56.10 34.00 79.80 81.90
PO Box 24508 Jackson, MS 39225 PO Box 17 Jackson MS sprice@city.j mooren@jaci Delivered To: F Date Ticket# Plant: 04208 Aspf MaTERAL: WMA S 05/23/23 420063082 05/23/23 420063082 05/23/23 420063085 05/23/23 420063405 Total: WMA S	interview of the second	e Product# son 11941 11941 11941 11941	WMA ST 12.5MM WMA ST 12.5MM WMA ST 12.5MM WMA ST 12.5MM Total Inw		1.60 12.23 6.20 1.14 21.17 21.17	TON TON TON TON	Unit Price 70.00 70.00 70.00 70.00	PO B.M Mississ Jacks 601-3	Inv Pag Cus Silppi or, Missispi or, Missispi	Date: stome issippi, 508 Divisio 00 4aul tate 0.00 0.00 0.00 1 1 1	r Job: Inc. 5-4508 112.00 434.00 79.80 481.99 481.99	05/23/ Page 2 963- 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	23 of 1 0.0.00 0.0.00 0.0.00 0.0.00 0.0.00 0.0.000 0.0.000 0.0.000 0.0.000 0.0.000 0.0.000 0.0.000 0.0.000000	00 11 00 85 00 41 00 1,48 00 1,44	12.00 56.10 34.00 79.80 81.90
PO Box 24508 Jackson, MS 38225 PO Box 17 Jackson MS sprice@city.j. mooren@jaci Delivered To: F Plant: 04208 Aspt MATERUL: WMA S 05/23/23 420063382 05/23/23 420063385 05/23/23 420063405 Total: WMA S	-4508 on 39205-0017 ackson.ms.us ksonms.gov =OB Fhait - Jacks T 12.5MM 2 2 2 7 12.5MM	e son	WMA ST 12.5MM WMA ST 12.5MM WMA ST 12.5MM WMA ST 12.5MM Total Inw	s at a rate	1.60 12.23 6.20 1.14 21.17 21.17	TON TON TON TON	Unit Price 70.00 70.00 70.00 70.00 70.00	PO B.M Mississi Jacks: 601-3 Jacks: 601-3 Jacks: 601-3 Control 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.	Inv Pag Cus cus sippi or, M 76-40 00 00 00 00 00 00 00 00 00 00 00 00 0	Date: (c): stome issippi, 508 Division S 3922 00 faul tate 0.00 0.00 0.00 1 1 ment of ment of	Inc. n 5-4508 Matil Total 112.00 856:0 434.00 434.00 434.99 441.99 r the Sta 1,481	05/23/ Page 2 963- 963- 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	23 of 1 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.	00 11 00 85 00 41 00 1,48 00 1,44	12.00 56.10 34.00 79.80 81.90

Due Date:

06/22/23

A CRH COMPANY

PO Box 24508 Jackson, MS 39225-4508

Invoice No:	4000149603
Inv Date:	05/24/23
Page:	Page 1 of 1

Customer Job: 963-

City of Jackson PO Box 17 Jackson MS 39205-0017

APAC Mississippi, Inc.
PO Box 24508
Mississippi Division
Jackson, MS 39225-4508
601-376-4000

sprice@city.jackson.ms.us mooren@jacksonms.gov

Delivered To: FOB

Date	Ticket#	Product#	Description	QTY	UM	Unit Price	Haul	Haui Rate	Mati Total	Haul Total	Тах	Total
Plant:	04208 Asphalt -	Jackson										
MATER	IAL: WMA ST 12.	5MM										
05/24/23	420063420	211941	WMA ST 12.5MM	3.13	TON	70.00	0.00	0.00	219.10	0.00	0.00	219.10
05/24/23	420063423	211941	WMA ST 12.5MM	11.87	TON	70.00	0.00	0.00	830.90	0.00	0.00	830.90
05/24/23	420063441	211941	WMA ST 12.5MM	7.20	TON	70.00	0.00	0.00	504.00	0.00	0.00	504.00
05/24/23	420063450	211941	WMA ST 12.5MM	2.37	TON	70.00	0.00	0.00	165.90	0.00	0.00	165.90
05/24/23	420063479	211941	WMA ST 12.5MM	2.07	TON	70.00	0.00	0.00	144.90	0.00	0.00	144.90
05/24/23	420063482	211941	WMA ST 12.5MM	15.16	TON	70.00	0.00	0.00	1,061.20	0.00	0.00	1,061.20
Т	tal: WMA ST 12.	5MM		41.80			TON		2,926.00	0,00	0.00	2,926.00
			Total Invoice:	41.80					2,926.00	0.00	0.00	2,926.00

Finance Charges will be applied to any late involces at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: 2,926.00

Invoice No: 4000149707 Inv Date: 05/25/23 Page: Page 1 of 1

Customer Job: 963-

APAC Mississippi, Inc. PO Box 24508 Mississippi Division Jackson, MS 39225-4508 601-376-4000

Amount Paid: _______

Customer Name: City Customer No: 2100 Invoice #: 4000 Date: 05/2

Due Date:

City of Jackson 210818 4000149603 05/24/23 963-06/23/23

Remit Payment To: APAC Mississippi, inc. PO Box 748550 Mississippi Division Atlanta, GA 30374-8550

Please provide your email address below if you would like to start receiving your invoices vie small

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	0.000	/
	A CRH CO	MPANY

PO Box 24508 Jackson, MS 39225-4508

City of Jackson PO Box 17 Jackson MS 39205-0017

sprice@city.jackson.ms.us mooren@jacksonms.gov

Delivered To: FOB

Date	Ticket#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Mati Total	Haul Total	Tax	Total
	04208 Asphalt - Jac	kson										
MATER	RIAL: WMA ST 12.5MM											
05/25/23	420063529	211941	WMA_ST 12.5MM	1.65	TON	70.00	0.00	0.00	115.50	0.00	0.00	115.50
05/25/23	420063534	211941	WMA ST 12.5MM	5.59	TON	70.00	0.00	0.00	391.30	0.00	0.00	391.30
т	tal: WMA ST 12.5MM			7.24			TON		506.80	0.00	0.00	506,80
			Total invoice:	7.24					506.80	0.00	0.00	506.80

Finance Ch	harges will be applied to any la	ate invoices at a rate of 1.5% per mon	th per credit agreement	t or the State's Lawful Amoun
			Invoice Amount:	506.80
			Amount Pald:	
ustomer Name: ustomer No: ivoice #:	City of Jackson 210818 4000149707	If you have any questions	s about your invoice ple	ase call 601-376-4000
ate: sustomer Job:	05/25/23 963-	Remit Payment To:	APAC Mississippl, In PO Box 748550 Mississippl Division	
ue Date:	06/24/23		Atlanta, GA 30374-8	550

Council Member Grizzell moved adoption; Vice President Lee seconded.

President Banks recognized **Robert Lee, City Engineer,** who provided a brief overview of said item.

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

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

* * * * * * * * * * * * *

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

WHEREAS, certain unanticipated 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 Emergency Garbage Collection Agreement for the months of June through September; and

WHEREAS, the following accounts should be amended as follows:

From	Amount	To Account	Amount
0015899	\$2,700,000.00	00149300 6753	\$2,700,000.00
001 49300 6753	\$2,700,000.00	0095911	\$2,700,000.00
0095911	\$2,700,000.00	00945510 6492	\$2,700,000.00

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

From	Amount	To Account	Amount
0015899	\$2,700,000.00	00149300 6753	\$2,700,000.00
001 49300 6753	\$2,700,000.00	0095911	\$2,700,000.00
0095911	\$2,700,000.00	00945510 6492	\$2,700,000.00

IT IS FURTHER ORDERED that this amendment to the budget of the Department of Public Works be published in accordance with Section 21-35-25 of the Mississippi Code.

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

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

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ORDER RATIFYING PROCUREMENT OF REPAIRS TO EQUIPMENT AND PARTS FOR IN-HOUSE REPAIRS 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 repairs and parts for in-house repairs 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 equipment repairs and parts for in-house repairs was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

WHEREAS, the equipment repairs and parts for in-house repairs set forth in certain invoices attached hereto were provided to the Municipal Garage, and the equipment repairs have been completed and the parts for in-house repairs received.

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

Γ	elta Muffler	\$1,758.41
E	mpire Truck Sales, LLC	\$5,973.45
H	lydraulic Service & Supply, LLC.	\$261.88
Ν	Iac Haik Ford	\$624.72
Ν	Iac Haik Chrysler Dodge Jeep Ram	\$2,229.30
Ν	Iid-South Machinery	\$44,550.00

Total

\$ 55,397.76

Delta Muttler & Auto Repair #1 5404 North State Street Jackson, MS 39206 601-362-1931



INVOICE

BILL TO City of Jackson Garage 200 S. President Street Jackson, MS 39201 USA INVOICE # 2578 DATE 09/19/2022

TERMS Net 30

TECHNICIAN Carl/Niko		EAR AND MAKE		IODEL AND TAG Ram 2500 5.7L/G3436	1
DATE	ACTIVITY		OTY	RATE	AMOUNT
09/19/2022	O2-Sensor 18126		1	65.82	65.82T
09/19/2022	Clamp KE4SS		1	6.85	6.85T
09/19/2022	Transmission Fluid	đ	2	17.87	35.74T
09/19/2022	Catalytic Converte 555225		2	675.00	1,350.00T/
09/19/2022	Labor Install Parts		3	100.00	300.00T
	DO #00 00000	SU	BTOTAL		1,758.41
Vin #3D7KR26D55G8	siness. PO #99-22902	TAX			0.00
Mileage 176,874			TAL		1,758.41
		14	ANCE DUE	9	51, 758.4 1

I hereby authorize the repairs to be done with the required materials and agree you are not responsible for the loss or damage to the vehicle or contents in the case of fire, theft or causes beyond your control. I acknowledge my indebtadness for the amount of this involce. There is a 4% credit card processing fee.

EMPIRE		LES, LLC 54325 / Jackson, MS 392	188-4325 1-932-1570 / E-Mail: info	Jackton Modelan Columbur Hatalohng Bileni Bileni	MS 601-49.9-5966 MS 601-482-5535 MS 602-238-4926 MS 601-684-100 MS 228-365-49900	Brookboron Statelle Statell Measure Personella (MY 94203) Steep Head (MY 94213)	515 601-R05-4440 AL 251-300-0054 LA 905-631-8080 LA 905-631-9080 PL 858-631-8080 FL 858-651-2100
Bill-To	53484		Owner CITY OF	JACKSON			Invoice
CITY OF JACKSO P O BOX 17	N .						1135600:01
JACKSON, MS 3	20205		V.L.N 1FVHCYBS0CDB	J0963			2001155
	9203		6	TK-725			oice Date
6019601496 Vehicle Unit ID	182342		Customer Fleet ID Year	тк-735 12		1	5/2/2022
Claim Number			Make Model	FTL M2106			
Date In		Date In Service	Milleage	Bill Type	Terms	Writer	Reviewer
05/02/2022		9/8/11	101,786 Sold Operatio	SR (Cont.)	NET10	013542	013054
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· · · ·	579405px-COB 954315RX-COB) KIT, INJECTOR) PUMP, FUEL/ CAP:	S FUM	379 590		,278.08 550.63
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1 frt			AND HANDLING			.00	50.00
	Total Labor	3,315.00	Total Parts 11,65	51.09 To	otal 14.966.09		
Job#2 #00-INCB		3,310.00) k()		IS NOT COVE	RED BY WARRANTY
		ERED BY WARRANT	Y **	-			
Cause				1			
Correction				1			
Qiy 1	tem	Description	O PERFORM REPAIR	e	Pr	fice	Extended 0.00
					otal 0.00		0.00
<	Total Labor	0.00	Total Parts 0.00	, it	otal 0.00		
Bill-To CITY OF JACKS P O BOX 17 JACKSON, MS 6019601496 Vehicle Unit ID Claim Number	Post Office Box 601-939-5000 53484 SON	ALES, LLC x 54325 / Jackson, MS 35 / 800-872-3673 / Fax: 6	101-932-1570 / E-Mail: in	OF JACKSON	ng MC 991-346-39 MC 228-365-869	Postar ola Off Ve2033 Marphilone (MV 94817) REC P	L 316-365 300 FL 956-351-5269 FL 956-351-5269 111155 10111355 1011135 101115 101115 101115 101115 101115 101115 101115 101115 101115
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Claim Number	Bate In Ser 9/8/1 START, CHECK AND A scked and found the ba found engine will spin a ting. I checked and fou he is not building any r the electric transfer p uantity control valve a stance and followed ste mmend replacing the f clude pump, injectors : ed unit into shop Reme iring harness, Crank ca lines, R and R all injec pump, remove fuel pur illed into unit torqueing	V.I.N IFVHCYBSOCC Customer Fleet ID Year Make Model Vice Milleage 1 101,786 Sold Op I IDVISE tteries were not strong enough your but will not start. I connect Id the fuel tank is filled to capa all pressure. I checked and four Imp but can not get fuel to com all pressure. I checked and four Imp but can not get fuel to com all pressure. I checked and four Imp but can not get fuel to com all pressure. I checked and four Imp but can not get fuel to com all pressure. I checked and four Sold Op Interview and the start. I connect to the pump still will not ps. I found them to lead to a fa lel injectors due to them being and connector tubes and fuel fill yed CAC pipe, radiator brace, E so breather housing, yalve covy	TK-735 12 FIL M2106 BBIType SR perations to spin engine over. I com- ted laptop and found no fat laptop and found no fat city and there are no leaks nd I have fuel coming into 1 he out of the high pressure put any fuel out. I started liled high pressure fuel pum dry fired. I sent parts requ	Terme Wr NET10 0135 Rected battery booster ults to prevent it from a present. I found the the low pressure pump pump. I disconnected	Invoice RE001135600:01 P.O. Number 22001155 Invoice Date 5/2/2022 Wer Reviewer 42 013054 INGLE LINE ITEM REPAIR
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	MPIRE RUCK SALES, LL toffice Box 54325 / Jack -939-5000 / 800-872-36		Jackass Meiridas Columba Haisiakug Biasi Info@empiretruck.com	M\$ 662-328-0129 5 M\$ 601-584-1100 5 M\$ 228-365-0000 #	Broklaven MS 661-E35-4490 Msbile AL 331-330-0988 Nielel LA 385-641-300 Mscote LA 315-M5-3000 MV 94205) Mergefield FL 858-561-21.00 MV 9427)
BIII-To	53484	Owner CITY	OF JACKSON		RE001135600:01
P O BOX 17		V.I.N			P.O. Number
ACKSON, MS 3920	5	1FVHCYBS0C	DB10963		22001155 Invoice Date
6019601496 Vehicle Unit ID 182	2342	Customer Fleet ID Year	7K-735 12		5/2/2022
Claim Number		Make Model	FTL M2106		
Date In	Date In Ser				
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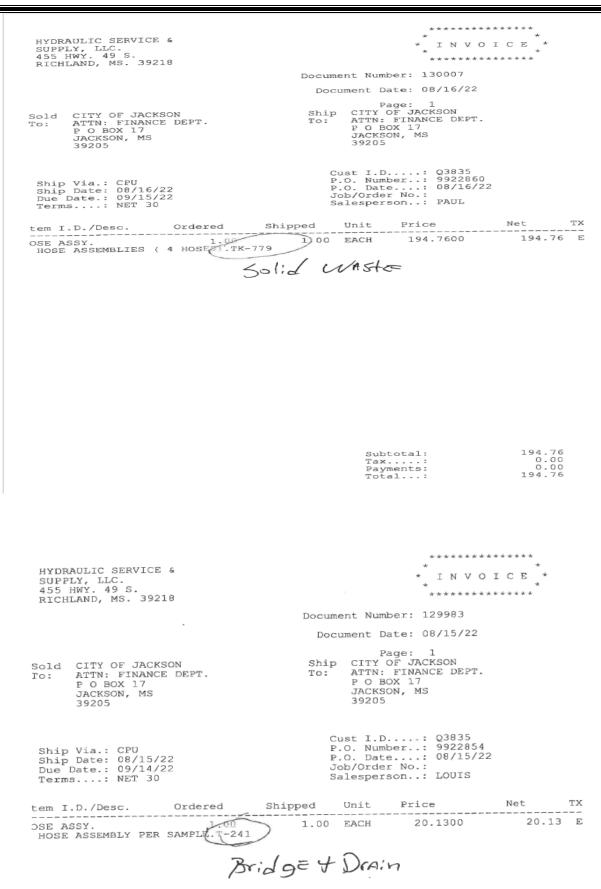
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6019601496 Customer Fleet ID TK-735 Vehicle Unit ID 182342 Year 12	5/2/2022
Claim Number Make FTL Model M2106	
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ON BEHALE OF SERVICING DEALER, I HEREBY CERTIFY THAT THE	STATEMENT OF DISCLAIMER	DESCR		TOTALS	5
INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMEDAT NO CHARGE TO	The factory wantanty constitutes all of the wantantias with respect to the sale of this item/items. The	LABOR AMOL			
	the sale of this item/items. The Selier hereby expressly disclaims all	GAS, OIL, LUE			
OWNER, THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANNEXCED IN NAVY OWNER ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAMM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTHICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	Selectively operative disclosing all warranties either express or impised, including any impiled warranty of meschantability or fitness for a particular purpose. Selier neither assumes nor	SUBLET AMO			
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(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE	PLEASE PA	Y		
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ON BEHALF OF BERWICHED DRALER, I HEREBY CERTIFY THAT THE BEFORMATION CONTAINED HEREON'S ACCURATE UNLESS OTHERWISE SHOWN: SERVICES DESCHIER WHERE PERFORMEDAT MO CHARGE TO OWNER, THEREWAS NO DUICATION FROM TERMINED OR REPLACED VERIGET THE GLAM HAD BEEN CONNECTED IN ANY WITH ANY ACCURENT, HEGLISCHOE ON MISURE, RECORDS SUPPORTING THE CLAM AIRE AVAILABLE FOR (1) YEAR FROM THE DATE OF PHONEN CONTIFICATION AT THERESULTIVE CALLER FOR THE AND THE DATE OF PHONEN CLAM AIRE AVAILABLE FOR (1) YEAR FROM THE DATE OF PHONEN CONTIFICATION AT THERESULTIVE CALLER FOR INSPECTION BY	The factory warranty constitutes all	LABOR AMO			
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ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HERECANIS ACCURATE UNLESS OTHERWISE SHOWN, SERVICES DESCRIBED WERE PERFORMEDAT NO CHERCE TO SHOWN, SERVICES DESCRIBED WERE PERFORMEDAT NO CHERCE TO VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, INEGLIGENCE OR MISUSE, RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURERS REPRESENTATIVE.	STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to	LABOR AMOUNT PARTS AMOUNT	TOTALS 39.99 106.13
OWNER, THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPARIED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUBE. RECORDS SUPPORTING THIS	Seliar haraby expressive disclimits all wattanties either express or Implied, including any implied wattanty of machinability or	GAS, OIL, LUBE SUBLET AMOUNT	0.00
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	Sub Total		4,950.00
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NO PARTS RETURNS 30 DAYS FROM DATE OF FURCHASE NO PARTS RETURNS ON ELECTRICAL & SPECIAL ORDER PARTS

Customer Signature

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Council Member Grizzell moved adoption; Vice President Lee seconded.

President Banks recognized **Robert Lee, City Engineer,** who provided a brief overview of said item.

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

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

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH COMPLETE ENVIRONMENTAL AND REMEDIATION CO., LLC FOR THE COLLECTION OF HOUSEHOLD HAZARDOUS WASTE AND HANDLING SERVICES AT THE ENVIRONMENTAL SERVICE CENTER.

WHEREAS, the City of Jackson, through the Solid Waste Division, has received grant funds from the Mississippi Department of Environmental Quality to operate a permanent site for the collection of unwanted household hazardous waste from residents; and

WHEREAS, the City's Environmental Service Center (ESC) requires a professional waste company to remove and dispose of the collected household hazardous waste; and

WHEREAS, the City published a request for proposals for the handling of household hazardous waste at the ESC, and the proposal of Complete Environmental and Remediation Co., LLC was the best proposal received; and

WHEREAS, the scope of services for the Agreement is as follows:

General Information

The Service Provider agrees to accept, process and dispose of specified quantities and types of Hazardous Waste originating from sources located in Hinds County, including, but not limited to the City of Jackson, Hinds County, and Rankin County, in accordance with all applicable Federal, state and local regulations. Nothing herein shall prohibit any Service Provider from entering into any separate Contract with another person or municipality to provide such waste collection services.

Required Services

- (a) Provide all equipment (e.g., safety equipment and supplies) and labor for the collection, handling, packaging, transportation and disposal of household hazardous waste;
- (b) Provide all supplies needed for containerizing the waste.
- (c) Provide annual training to City personnel regarding planning and organizing assistance as needed for the operation of the Environmental Service Center (ESC);
- (d) Collection of household hazardous waste from the City's ESC includes, but will not be limited to, the following items: antifreeze, batteries, brake fluid, chlorine bleach, detergents, disinfectants, drain openers, furniture polish, motor oil/filter, oven cleaners, paint products, paint thinners, pesticides, photo chemicals, rodent poisons, rug cleaners, transmission fluid, turpentine, varnishes, water sealants, wood finishes, wood finishes, cell phones, computers and other electronics;
- (e) Under no circumstances shall Contractor accept or handle the following waste: compressed gases, radioactive materials, ammunition, explosives, dioxin,

biological waste, medical waste, animal manure, animal carcasses, and spoiled foods;

(f) Supply properly trained and qualified labor to review, segregate, package, manifest, and transport collected waste every 30-90 days or within 5 working days of a request for service;

Provide for the safe handling and disposal of collected waste in compliance with all applicable State and Federal regulations. The preferred method of waste management is recycling or reuse, followed by fuel blending, incineration, or chemical treatment. Land disposal shall be minimized to the extent possible; and

WHEREAS, the rates at which the Contractor shall perform the services are as follows:

ITEM	COST (Words)	COST (Figures)
Mobilization/ Demobilization	No Charge	\$0.00
Supplies:		
55-gallon drum	Fifty-Five Dollars each	\$58.00 each
Cubic Yard Bags	One Hundred Five Dollars each	\$105.00 each
Transportation of drums, each	Forty Dollars Each	\$40.00
Miscellaneous:		
Bonds	Cost plus 10%	Cost plus 10%
Laboratory analysis	Cost plus 10%	Cost plus 10%
Planning Assistance	No Charge	No Charge
Training	No Charge	No Charge

WASTE STREAM	DISPOSAL COST PER 55 GALLON DRUM & CUBIC YARD BAGS
Non-Hazardous Paint (latex)	\$200.00 - per drum Two Hundred Dollars
Hazardous Paint (Oil Based)	\$200.00 - per drum Two Hundred Dollars
Aerosols	\$205.00 - per drum \$450 - per cubic yd. box Two Hundred Five Dollars / Four Hundred Fifty Dollars
Oxidizers	\$300.00 Three Hundred Dollars
Poisons	\$260.00 - per drum \$2,000.00 - per cubic yard Two Hundred Sixty Dollars/ TwoThousand Dollars
Flammables	\$195.00 One Hundred Ninety Five Dollars
Corrosives	\$250.00 Two Hundred Fifty Dollars
Antifreeze	\$215.00 Two Hundred Fifteen Dollars
Dry Cell Batteries	\$220.00 Two Hundred Twenty Dollars
Fluorescent Light Bulbs	\$0.49 per linear foot Forty-Nine Cents
E-Waste	\$0.40 per pound Forty Cents
Motor Oil	\$215.00 Two Hundred Fifteen Dollars
Cylinders -Small Propane, Freon, Helium	PROPANE (BBQ STYLE) \$5.00 EACH/ HELIUM \$16.00 EACH/ FREON \$37.00 EACH

Fire Extinguishers	\$275.00 Two Hundred Seventy-Five Dollars
	· ·

WHEREAS, the Agreement may be terminated under the following conditions:

The City may terminate this Agreement at any time during its terms or any extension thereof with or without cause. All terms and conditions of this Agreement are considered material, and failure to perform any of the terms and conditions on the part of either party shall be considered a breach of this Agreement.

- (a) Termination for Convenience. If termination of the Agreement by the City is not based on cause, then the City shall provide the Contractor with thirty (30) days advance written notice of termination.
- (b) Termination for Cause. Prior to termination of the Agreement for cause, the City shall provide the Contractor written notice of its intent to terminate the agreement based on cause. The notice shall cite the basis for the City's intended action, reasonable measures that should be taken or implemented by the Contractor to cure or remedy the defect, and shall advise the Contractor that the Agreement shall terminate ten (10) days from the date of the notice, if there has been no cure or if such deficiencies cannot reasonably remedied within a thirty (30) days period, as determined solely by the City. The failure of the City to terminate for cause shall not preclude the City from terminating the agreement at any time subsequent to the expiration of the ten (10) period to cure, absent the City agreeing in writing to afford the Contractor additional time.
- (c) Termination for failure to comply with State and Federal law. The City may terminate this Agreement at any time for Contractor's failure to comply with applicable State and Federal laws, effective immediately upon giving written notice.
- (d) This Agreement shall terminate immediately upon written notice, if the Contractor is adjudicated bankrupt; is the subject of the appointment of a receiver and fails to have the receiver removed within thirty (30) days; has any property attached and fails to remove such attachment within thirty (30) days; becomes insolvent, or is unable to pay its debts as they become due.
- (e) This Agreement shall terminate immediately upon written notice, if the Contractor fails to provide or maintain the performance bond as required by this Agreement; or fails to obtain or maintain any insurance policies and endorsements as required by this contract; or fails to provide following the City's request, the proof of insurance as required by this agreement.
- (f) This Agreement shall terminate on September 30th of each year of the Agreement, if the City does not receive an annual grant from the Mississippi Department of Environmental Quality in the amount at least \$75,000.00 or otherwise does not budget for this Agreement.

WHEREAS, the term of the Agreement shall be as follows:

The term of this contract will be for two years with two one-year extensions solely at the option of the Mayor. The contract will automatically extend after the initial contract term expires unless the Mayor notifies the Contractor of its intent to terminate this contract within 30 days of the beginning of the contract extension. The second option will automatically begin after the end of the first extension term under the same conditions; and

WHEREAS, the amount invoiced for the initial two-year term of the Agreement shall not exceed \$150,000.00; and

WHEREAS, the amount invoiced for the first option year, if exercised by the City shall not exceed \$75,000.00; and

WHEREAS, the amount invoiced for the second option year, if exercised by the City shall not exceed \$75,000.00.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an agreement with Complete Environmental and Remediation Co., LLC for two years with two one-year extensions solely at the option of the Mayor in amount not to exceed \$150,000.00.

IT IS FURTHER ORDERED that the Agreement will automatically extend after the initial contract term expires at the same rates for work and in an amount not to exceed \$75,000.00 unless the Mayor notifies the Contractor of his intent to terminate this contract within 30 days of the beginning of the contract extension.

IT IS FURTHER ORDERED that the second option will automatically begin after the end of the first extension term at the same rates for work and in an amount not to exceed \$75,000 unless the Mayor notifies the Contractor of his intent to terminate this contract within 30 days of the beginning of the contract extension.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any and all related necessary documents to implement the Agreement and any extensions.

Council Member Grizzell moved adoption; Council Member Hartley seconded.

President Banks recognized **Robert Lee, City Engineer,** and **Lakesha Weathers, Solid Waste Manager,** who provided a brief overview of said item.

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

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

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ORDER AUTHORIZING AN APRIL 2023 CREDIT TO SANITATION CUSTOMERS OF THE CITY OF JACKSON FOR GARBAGE COLLECTION.

WHEREAS, due to the lapse of solid waste collection services on April 1, 2023, sanitation customers of the City of Jackson failed to receive garbage collection during a portion of the month of April 2023; and

WHEREAS, the City of Jackson billed customers for garbage collection for April 2023, including those days when they did not receive garbage collection; and

WHEREAS, because customers paid for, but did not receive garbage collection, the City of Jackson in compliance Miss. Code Ann. Section 17-17-5 believes that fairness requires a credit be applied to those sanitation customers who had active accounts during the period when the City did not provide for garbage collection; and

WHEREAS, based on the lapse in services provided as of April 1, 2023, the City's cost was reduced in the amount of at least \$484,821.00, by not having to pay a contractor for garbage collection; and

WHEREAS, the City has determined that the appropriate credit to be provided to each customer with an active sanitation account on April 19, 2023 is at least \$12.53.

IT IS, THEREFORE, ORDERED that each customer with an active sanitation account on April 19, 2023 shall receive a credit to their "sanitation fee" of at least \$12.53 on their monthly bill, with the total amount of the credits to all qualifying customers being approximately \$484,821.00, and that this credit shall be applied to the customer's account as soon as practicable to make them whole for garbage collection services for which these customers where charged. President Banks moved adoption; Vice President Lee seconded.

President Banks recognized **Robert Lee, City Engineer,** and **Catoria Martin, City Attorney,** who provided a brief overview of said item.

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

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

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

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

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

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

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

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

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

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

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ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

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

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

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

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

WHEREAS, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022, March 29, 2022, April 26, 2022, May 24, 2022, June 21, 2022, July 19, 2022, August 30, 2022, September 27, 2022, October 25, 2022, November 22, 2023, May 23, 2023, June 22, 2023, and July 18, 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 Lindsay seconded.

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

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RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ENCOURAGING THE MAYOR TO PROCURE SERVICES FOR THE COMPLETION OF A DISPARITY STUDY, AS THE CITY COUNCIL APPROPRIATE FUNDS IN THE FY23/24 BUDGET, TO BE IN COMPLIANCE WITH JACKSON CODE OF ORDINANCE ARTICLE 2 SEC. 127.53.

WHEREAS, it is the policy of the city council to require the completion of a disparity and availability study not less than every five years in an attempt to provide a remedy for past underutilization of minority and woman-owned businesses and to prevent any ongoing underutilization of minority and women's business enterprises in the city's contracting process by ensuring the full and equitable participation of minority and female business enterprises in the provision of goods and services to the city on a contractual basis; and

WHEREAS, he ultimate goal of this policy is to remedy the effects of past underutilization in the local marketplace by increasing the use of minority and women's business enterprises to one more comparable to their representation in the City of Jackson business community; and

WHEREAS, for several decades, the City of Jackson has conducted numerous disparity and availability studies that have documented the discriminatory practices and barriers to public procurement within the City of Jackson that have plagued minority business enterprises and women business enterprises; and

WHEREAS, Historical, systemic and institutionalized discrimination against minority and women owned businesses exists in the Jackson business sector, which has restricted their access to private and public contracting markets and which has emerged as the major factor responsible for their marginal economic position in the Jackson business population; and

WHEREAS, the specific industries that showed discrimination against women and other minorities include construction, commodity sales, and professional services; and

WHEREAS, the contracting and procurement practices of the City of Jackson, prior to the inception of a minority and female business enterprise program, were dominated by an historical, institutional and systematic network from which women and minorities were excluded; and

WHEREAS, Market place discrimination against minorities and women business owners occurred in the Jackson marketplace across a wide range of businesses, including evidence of double standards in work appraisals, denials of opportunities to bid, discrimination in bonding, financing and in payments, lack of access to contracts, unnecessarily restrictive specifications, the existence of and the exclusion from the historical, systematic, and institutional network, subcontracting, bid shopping, and bid manipulation; and

WHEREAS, the statistical comparison suggested by the U.S. Supreme Court in Croson, between the number of available qualified minority businesses, and the total contract dollar awards going to minority businesses, referred to as the utilization percentage ratio (UPR), yields significant statistical disparities in all industries between majority and minority businesses who contract with the City of Jackson. Moreover, this comparison suggested by the court, although showing a significant degree of disparity, results in a deficient measure of discrimination, failing to take into account those minority or female individuals or firms who were discouraged, deterred and/or disadvantaged by the discriminating practice in the marketplace; and

WHEREAS, Race and gender-neutral policies, including those suggested by the U.S. Supreme Court in Croson, although helpful in improving minority and women owned business development, are found to be inadequate standing alone to eliminate discriminatory practices which continue to deny women and minority business owners access to public and private contracts in the Jackson marketplace; and

WHEREAS, Women and minorities have been discriminated against in public and private markets for contractual services. There is a presence of discrimination in Jackson in various industry classifications and by employer status which has persisted over time. Moreover, there is strong anecdotal and statistical evidence that African American businesses continue to suffer the effects of past and present discrimination in the Jackson business markets both public and private; and

WHEREAS, Female, African American, and other minority owned businesses continue to suffer discrimination in the local business market when competing for construction contracts. Given the strikingly low participation of minority enterprises in private construction markets, the City of Jackson should leverage behavior in the private market to assure the effective development of minority and female business enterprises and to eradicate discriminatory practices; and

WHEREAS, The City of Jackson was a passive participant in discriminatory practices in both public and the private commercial markets; and

WHEREAS, Past and present discrimination in public and private markets for contractual services and the inability of race and gender-conscious programs standing alone, make race and gender-conscious programs necessary in order to remedy economic disparities between minority, female and majority contractors; and

WHEREAS, Utilization goals, attainable by good faith efforts, not quotas, for African-American, female, Hispanic, and Asian American owned businesses are necessary to mitigate the competitive disadvantages which are caused by discrimination and are justified by evidence in the record.

BE IT THEREFORE RESOLVED that the City Council of Jackson, MS strongly encourages the Mayor to procure services for the completion of a disparity study, as the City Council appropriate funds in the FY23/24 budget.

Council Member Grizzell moved adoption; Vice President Lee seconded.

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

> **DISCUSSION: JORDAN WALKER: President Banks** recognized **Council Member Stokes** who expressed concerns regarding the unsolved 2021 murder of Jordan Walker. **President Banks** recognized **Ms. Brenda Willis** who stated the family was offering a reward of \$10,000 for information leading to the arrest and conviction of those responsible. quotes had been obtained for sign purchases and the goal was to have this project completed within this fiscal year.

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DISCUSSION: MEDGAR EVERS LIBRARY: President Banks recognized **Council Member Stokes** who expressed concerns regarding improvements needed on Medgar Evers Blvd and questioned why plans for improvements stopped short of I-220. **President Banks** recognized **Mr. Anthony Moore Washington** who expressed concerns regarding the need for a comprehensive plan for use of the \$20 million dollar improvement grant designated for Medgar Evers Blvd.

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There came on for Discussion, Agenda Item No. 45:

DISCUSSION: STATE/FEDERAL: President Banks stated said item was pulled at the request of **Vice President Lee.**

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DISCUSSION: TRIPLING OF CITY PROPERTY INSURANCE PREMIUM: President Banks recognized **Council Member Foote** who expressed concerns regarding the City's property insurance premium tripling in cost and questioned why the Council was made aware when there was only 24 hours to act or the City would lose its coverage. **President Banks** recognized **Catoria Martin, City Attorney,** who suggested a Council meeting be set up between Risk Management to address his concerns. **President Banks** recognized **Fidelis Malembeka, Chief Financial Officer,** who stated the policy was an annual policy that had to be renewed next year.

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DISCUSSION: GARBAGE APPEAL AND RFP: President Banks recognized **Council Member Foote** who expressed concerns regarding the need for a new RFP for garbage collection to avoid a future garbage crisis given that the current emergency contract expires in 7 months.

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

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

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The following reports/announcements were provided during the meeting:

• **Council Member Stokes** announced that there is a need for cleanup near the area of Rose and Capital Street near the Masonic Temple.

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There being no further business to come before the City Council, it was unanimously voted to adjourn until the Special Council Meeting at 6:00 p.m. on August 31, 2023. At 11:51 a.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

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BE IT REMEMBERED that a Public Hearing/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 5:28 p.m. on Thursday, August 31, 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) Proposed millage/FY 2023-2024 budget for the City of Jackson. (2) Order establishing ad valorem tax levy on real and personal property for the Jackson municipal separate school district for fiscal year 2023-2024 (Tax Year 2023). (3) Order establishing ad valorem tax levy on real and personal property for the Jackson for municipal and library purposes. The meeting was convened in the Council Chambers located at 219 S. President Street at 6:00 p.m. on Thursday, August 31, 2023 being the fifth Thursday of said month, when and where the following things were had and done to wit:

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

Absent: Kenneth I. Stokes, Ward 3.

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The meeting was called to order by **President Aaron Banks.**

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There came on for consideration Agenda Item No.1, Public Hearing:

PROPOSED MILLAGE/FY 2023-2024 BUDGET FOR THE CITY OF JACKSON. There was no one from the public who spoke in favor or in opposition to the proposed millage for FY 2023-2024 Budget for the City of Jackson.

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ORDER ESTABLISHING AD VALOREM TAX LEVY ON REAL AND PERSONAL PROPERTY FOR THE CITY OF JACKSON FOR SCHOOL PURPOSES.

WHEREAS, on July 20, 2023, the Board of Trustees of the Jackson Public School District adopted a Resolution Requesting Ad Valorem Tax Effort in Dollars for the Support of the Jackson Public School District for the 2023-2024 Fiscal Year pursuant to Section 37-57-105; and

WHEREAS, the Board of Trustees requested that the City Council of the City of Jackson, Mississippi, as levying authority for the District, to levy ad valorem taxes in an amount necessary to generate revenues for the support of the District's Maintenance and Debt Services Funds and further requested that the City Council levy an additional amount sufficient to cover anticipated delinquencies and costs of collection so that the net amount of money to be generated by such levy shall be equal to the amount which is requested by the Board of Trustees; and

WHEREAS, the governing body of all taxing entities shall hold a public hearing at which time the budget of the municipal revenues and tax levies for the upcoming fiscal year will be considered as mandated by Section 27-39-203(1) and 21-35-5 of the Mississippi Code, as amended; and

WHEREAS, on August 17th and 24th of 2023, the Department of Administration advertised in the Mississippi Link and the Clarion Ledger notice on August 31, 2023, public hearing on the proposed budget and tax levies for the upcoming fiscal year 2023-2024, for the City of Jackson, Mississippi as mandated by Section 27-29-203(2)(a) of the Mississippi Code, as amended; and

Consent Agenda Item No. 5 9.26.2023 (S.Jordan, Banks)

MINUTE BOOK 6X

WHEREAS, the citizens of the City of Jackson were invited to attend the public hearing on the proposed budget and tax levies for the fiscal year 2023-2024 and notified that they would be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken; and

WHEREAS, the advertisement proposed that the City of Jackson planned to increase ad valorem tax millage rate by 2.00 mills from 63.03 to 65.03 mills; however, during the Jackson City Council's budget deliberations, the City determined that there is no need to increase ad valorem tax millage rates; and

WHEREAS, after the hearing has been held in accordance with Section 27-39-203 of the Mississippi Code, as amended, the governing body of the City of Jackson may adopt a resolution levying a tax rate on classes of property designated by Section 112, Mississippi Constitution of 1890, as specified in the advertisement published on August 17th, 22nd 24th and the 29th; and

WHEREAS, if a resolution adopting the tax rate is not adopted on the day of the public hearing, the scheduled date, time, and place for consideration and adoption of the resolution shall be announced at the public hearing, and the governing body shall advertise the date, time, place of the proposed adoption of the resolution in the same manner provided in Section 27-39-203(2) of the Mississippi Code, as amended; and

WHEREAS, any taxes levied shall be excluded from the revenue increase limitation imposed pursuant to Section 27-39-321 of the Mississippi Code, as amended; and

WHEREAS, it is the recommendation of the City of Jackson that for the fiscal year beginning October 2, 2022, there is levied on all taxable property, real and personal, within the corporate limits of the City of Jackson, the following ad valorem taxes for municipal purposes, said levies to be collected upon each dollar of assessed value as shown upon the real and personal ad valorem assessment rolls of the property within the City limits, to wit:

DISTRICT SUPPLEMENT LEVY - SIXTY-FIVE AND 91/100 (65.91) MILS

DEBT SERVICE RETIREMENT – 2012A BOND SERIES PHASE I (4031) – ONE AND 89/100 (1.89) MILS

DEBT SERVICE RETIREMENT – 2012B BOND SERIES PHASE I (4901) – THREE AND 56/100 (3.56) MILS

DEBT SERVICE RETIREMENT – 2015A BOND SERIES PHASE I (4032) – TEN AND 83/100 (10.83) MILS

DEBT SERVICE RETIREMENT – 2017 LIMITED TAX NOTES (4092) – 22/100 (0.22) MILS

DEBT SERVICE RETIREMENT – 2018 BOND SERIES (4035) – FOUR AND 32/100 (4.32) MILS

TOTAL LEVIED FOR SCHOOL PURPOSES – EIGHTY-SIX AND 73/100 (86.73) MILS

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

That for the fiscal year beginning October 3, 2023, there is levied on all taxable property, real and personal, within the Jackson Municipal Separate School District, composed of property both inside and outside the corporate limits of the City of Jackson, the following ad valorem taxes for school purposes, said levies to be collected upon each dollar of assessed value as shown upon the real and personal ad valorem assessment rolls of the said Jackson Municipal Separate School District for Tax Year 2023, to wit:

DISTRICT SUPPLEMENT LEVY - SIXTY-FIVE AND 91/100 (65.91) MILS

DEBT SERVICE RETIREMENT – 2012A BOND SERIES PHASE I (4031) – ONE AND 89/100 (1.89) MILS

DEBT SERVICE RETIREMENT – 2012B BOND SERIES PHASE I (4901) – THREE AND 56/100 (3.56) MILS

DEBT SERVICE RETIREMENT – 2015A BOND SERIES PHASE I (4032) – TEN AND 83/100 (10.83) MILS

DEBT SERVICE RETIREMENT – 2017 LIMITED TAX NOTES (4092) – 22/100 (0.22) MILS

DEBT SERVICE RETIREMENT – 2018 BOND SERIES (4035) – FOUR AND 32/100 (4.32) MILS

TOTAL LEVIED FOR SCHOOL PURPOSES – EIGHTY-SIX AND 73/100 (86.73) MILS

Council Member Lindsay moved adoption; Council Member Grizzell seconded.

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

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

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

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ORDER ESTABLISHING AD VALOREM TAX LEVY ON REAL AND PERSONAL PROPERTY FOR THE CITY OF JACKSON FOR MUNICIPAL AND LIBRARY PURPOSES.

WHEREAS, the governing body of all taxing entities shall hold a public hearing at which time the budget of the municipal revenues and tax levies for the upcoming fiscal year will be considered as mandated by Section 27-39-203(1) and 21-35-5 of the Mississippi Code, as amended; and

WHEREAS, on August 17th and 24th of 2023, the Department of Administration advertised in the Mississippi Link and in the Clarion Ledger on August 22 and the 29th 2023, and the notice of the public hearing on the proposed budget and tax levies for the upcoming fiscal year 2023-2024, for the City of Jackson, Mississippi as mandated by Section 27-29-203(2)(a) of the Mississippi Code, as amended; and

WHEREAS, the citizens of the City of Jackson were invited to attend the public hearing on the proposed budget and tax levies for the fiscal year 2023-2024 and notified that they would be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken; and

WHEREAS, the advertisement proposed that the City of Jackson planned to increase ad valorem tax millage rate by 2.00 mills from 63.03 to 65.03 mills; however, during the Jackson City Council's budget deliberations, the City determined that there is no need to increase ad valorem tax millage rates; and

WHEREAS, after the hearing has been held in accordance with Section 27-39-203 of the Mississippi Code, as amended, the governing body of the City of Jackson may adopt a resolution levying a tax rate on classes of property designated by Section 112, Mississippi Constitution of 1890, as specified in the advertisement published on August 17th and 24th in the Mississippi Link and August 22th and 29th in the Clarion Ledger; and

WHEREAS, if a resolution adopting the tax rate is not adopted on the day of the public hearing, the scheduled date, time, and place for consideration and adoption of the resolution shall be announced at the public hearing and the governing body shall advertise the date, time, place of

the proposed adoption of the resolution in the same manner provided in Section 27-39-203(2) of the Mississippi Code, as amended; and

WHEREAS, any taxes levied shall be excluded from the revenue increase limitation imposed pursuant to Section 27-39-321 of the Mississippi Code, as amended; and

WHEREAS, it is the recommendation of the City of Jackson that for the fiscal year beginning October 2, 2023, there is levied on all taxable property, real and personal, within the corporate limits of the City of Jackson, the following ad valorem taxes for municipal purposes, said levies to be collected upon each dollar of assessed value as shown upon the real and personal ad valorem assessment rolls of the property within the City limits, to wit;

FOR GENERAL REVENUE PURPOSES – FIFTY-TWO AND 07/100 (52.07) MILS

FOR BOND AND INTEREST FUND - FOUR AND 10/100 (4.10) MILS

FOR PARKS AND RECREATION FUND – TWO AND 00/100 (2.00) MILS

FOR FIREMEN AND POLICEMEN DISABILITY AND RELIEF FUND – THREE AND 15/100 (3.15) MILS

TOTAL FOR SAID MUNICIPAL PURPOSES – SIXTY-ONE AND 32/100 (61.32) MILS

TOTAL PUBLIC LIBRARY SYSTEM – ONE AND 71/100 (1.71) MILS (Section 39-3-7)

TOTAL FOR MUNICIPAL AND LIBRARY PURPOSES – SIXTY-THREE AND 03/100 (63.03) MILS

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

That for the fiscal year beginning October 2, 2023, there is levied on all taxable property, real and personal, within the corporate limits of the City of Jackson, the following ad valorem taxes for municipal purposes, said levies to be collected upon each dollar of assessed value as shown upon the real and personal ad valorem assessment rolls of the property within the City limits, to wit;

FOR GENERAL REVENUE PURPOSES – FIFTY-TWO AND 07/100 (52.07) MILS

FOR BOND AND INTEREST FUND - FOUR AND 23/100 (4.23) MILS

FOR PARKS AND RECREATION FUND – TWO AND 00/100 (2.00) MILS

FOR FIREMEN AND POLICEMEN DISABILITY AND RELIEF FUND – THREE AND 15/100 (3.15) MILS

TOTAL FOR SAID MUNICIPAL PURPOSES – SIXTY-ONE AND 32/100 (61.32) MILS

TOTAL PUBLIC LIBRARY SYSTEM – ONE AND 71/100 (1.71) MILS (Section 39-3-7)

TOTAL FOR MUNICIPAL AND LIBRARY PURPOSES – SIXTY-THREE AND 03/100 (63.03) MILS

Council Member Lindsay moved adoption; Council Member Hartley seconded.

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

The following reports/announcements were provided during the meeting:

• **Council President Banks** announced that FY 2023-2024 Budget will be adopted at the next Special Council Meeting on September 7, 2023 at 10:00 a.m.

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There being no further business to come before the City Council, it was unanimously voted to adjourn until the Special Council Meeting at 10:00 a.m. on September 7, 2023. At 6:17 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

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BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was called by a majority of the City Council Members and notices having been placed by the Clerk of Council at 8:35 a.m. Wednesday, September 6, 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) Resolution approving and adopting the municipal budget for the fiscal year 2023-2024. (2) Ordinance amending Chapter 2, Article II, Division 4 of the Jackson Code of Ordinances. (3) Order amending the City of Jackson pay plan to change the range of the Clerk of the Council from range 33 to range 35. (4) Order amending the City of Jackson pay plan to change the range of the Director of Planning and Development from range 38 to range 50. (5) Order repealing the ordinance of the City of Jackson, Mississippi codified as Division 1: Article VI – Section 2-531 of the Code of Ordinances, City of Jackson, Mississippi. The meeting was convened in the Council Chambers located at 219 S. President Street at 10:00 a.m. on September 7, 2023 being the first Thursday of said month, when and where the following things were had and done to wit:

Present: Council Members: Aaron Banks, Council President, Ward6; Angelique Lee, Council Vice President, Ward 2; Ashby Foote, Ward 1; Kenneth I. Stokes, Ward 3 (via teleconference); Brian C. Grizzell, Ward 4; Vernon Hartley, Ward 5, and Virgi Lindsay, Ward 7. Directors: Chokwe Antar Lumumba, Mayor; Shanekia Mosley-Jordan, Clerk of the Council; Denise Fortner, Chief Deputy Clerk of Council and Catoria Martin, City Attorney.

Absent: None.

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

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President Banks recognized **Council Member Hartley** who announced that there will be a clean up scheduled around the Metrocenter Mall located at 3645 US 80 Jackson, MS 39209 beginning at 8:00 am on September 9, 2023.

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RESOLUTION APPROVING AND ADOPTING THE MUNICIPAL BUDGET FOR THE FISCAL YEAR 2023-2024.

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

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

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

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

WHEREAS, pursuant to Section 21-35-5 of the Mississippi Code Annotated of 1972, as amended, the public hearing shall be held at least one (1) week prior to the adoption of the budget with advance notice and held outside normal working hours and the advance notice shall include

Consent Agenda Item #6 9.26.2023 (S.Jordan, Banks) an announcement published or posted in the same manner as required for the final adopted budget; and

WHEREAS, on August 17th and 24th of 2023, in the Mississippi Link and August 22nd and 29th in the Clarion Ledger, a notice of a public hearing on the proposed budget for the upcoming fiscal year for the City of Jackson, MS was advertised; and

WHEREAS, the required public hearing was advertised for and held on August 31, 2023, at 6:00 p.m. in Council Chambers located in City Hall, 219 South President Street, Jackson, Mississippi 39201; and

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

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

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

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

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

"Exhibit A"

ORDER ADOPTING MUNICIPAL BUDGET, FISCAL YEAR 2023-2024

IT IS HEREBY ORDERED that the Municipal Budget for Fiscal Year 2023-2024 is adopted as follows:

CITY OF JACKSON, MISSISSIPPI BUDGET OF ESTIMATED REVENUES AND EXPENDITURES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024

GENERAL FUND (001,002,003,004,010,189,300,302,305,370,371,375)

		2021-2022 Actual	2022-202 Adopted		
		Actual	Адорте	u neviseu	Адорге
REVENUES					
ICENSES AND PERMITS:					
PRIVILEGE LICENSES - MISC	s	508	\$ 100	\$ 100	S 100
PRIVILEGE LICENSES		287,676	355,000	355,000	355,000
BUILDING PERMITS		635,877	685,309	685,309	685,309
A/C & DUCT PERMITS		18,190	43,085	43,085	43,08
PLUMBING PERMITS		21,358	32,000	32,000	32,00
ELECTRIC PERMITS		121,543	156,509	156,509	156,50
GAS PERMITS		30,941	32,144	32,144	32,14
MAINTENANCE FEES		625	3,470	470	1,00
LANDSCAPE PERMITS		90	350	350	35
HISTORIC PRESERVATION		1,915	1,390	1,390	3,00
DANCE HALL & REC FEES		450	2,000	2,000	2,00
TRANSIT MERCHANTS		250	1,250	250	1,25
AIRCRAFT REGIST FEES		7,973	12,710	12,710	12,71
ADULT ENTERTAINMENT LICENSE		1,844	3,000	3,000	3,00
SPECIAL EVENT FEE		12,755	3,000	3,000	3,00
SIGNMISC.		1,800	7,527	527	7,52
SIGN PERMITS		27,195	35,850	35,850	35,85
SIGN REGISTRATION		8,980	9,260	260	30
SIGNS TEMPORARY		1,600	2,570	2,570	2,57
FIRE INSPECTIONS PERMITS		80,355	80,000	80,000	60,00
COMMERICAL BURN PERMIT		1,400	401	401	40
COMB. & FLAM. LIQUID PERMIT		6,600	7,400	7,400	7,40
FIREWORKS DISPLAY PERMIT		1,350	900	900	90
ZONING PERMITS		41,775	38,834	38,834	38,83
TAXICAB LICENSE FEES		160	500	500	50
ANNUAL VEHICLE INSPECTION					
TOTAL LICENSES & PERMITS		1,313,209	1,514,559	1,494,559	1,484,73
FINES AND FORFEITURES:					
MISDEMEANOR FINES		117,629	200,000	200,000	200,000
VEHICLE PARKING FINES		48,751	50,000	50,000	50,00
MOVING TRAFFIC VIOLATIONS		780,229	711,704	711,704	671,70
CITY COURT COST		3,022	6,425	6,425	6,42
WARRANT FEE		53,663	69,439	69,439	69,43
ANIMAL CONTROL CITATIONS		200	1,387	1,387	1,38
MUNICIPAL COURT COMPUTER		9,010	9,766	9,766	9,76
MUNICIPAL COURT DRIVER IMPR FEE			35	-	3
ADMINISTRATIVE FEE - DEL C		159,743	184,683	184,683	184,68
CONTEMPT FEE - MUNICIPAL COURT		32,986	51,674	51,674	51,67
COMPUTERIZED CRIME PREVENTION- POLICE		9,772	11,115	11,115	11,11
MUNICIPAL COURT ENHANCEMENT		91,333	85,000	85,000	85,00
JACKSON ENCHANCEMENT FEE		45,671	49,976	49,976	49,97
BAD CHECK FEES		430	1,153	1,153	1,15
DAILY STORAGE FEE - VEHICLE		75,025	60,000		62,13
WRECKER FEE		63,450	60,000		60,00
EXPUNGEMENT FEE - MUNICIPAL		1,800	8,650		8,65
JACKSON COLLECTION FEE		65,148	30,000		30,00
DOCKET FEE - MUNICIPAL COUT		47,109	70,535		70,53
DROPPED CHARGE FEE - MUN COURT		2,800	900		90
CASH BOND CLEARING ACCOUNT		7,752	5,091		5,09
					-100
REARRAIGNMENT FEE - MUN COURT		9,900	9,833	9,833	9,83

	2021-2022 Actual	2022-2023 Adopted	2022-2023 Revised	2023-20 Adop
EVENUES				
NTERGOVERNMENTAL REVENUE				
FEDERAL				
POLICE OVERTIME - FBI/DEA GRANT	37,520	59,325	59,325	59,3
DEA - MS GULF COAST (HIDTA)	7,050	26,806	26,806	26,8
TROOPS-TO-COPS GRANT DEA - ASSEST & FORFEITURE	26 9,381	- 31,000	31,000	31,0
FEMA/MEMA DISASTER RECOVERY GRANT	-	700,000	700,000	
TOTAL INTERGOVERNMENTAL - FEDERAL	53,976	817,131	817,131	117,1
STATE				
ALCOHOL PERMITS - ABC	324,163	330,649	330,649	330,6
GASOLINE TAX	610,574	569,395	569,395	569,3
MUNICIPAL REVOLVING FUND	86,387	133,412	133,412	133,4
STATE FIRE PROTECTION	993,021			500,0
PRO-RATA STATE SALESTAX	28,529,830	30,301,072	30,301,072	31,969,8
SEWER GRANT REPMT - SALES	2,979,041	319,711	319,711	
HOMESTEAD EXEMPTION	1,743,567	1,808,881	1,808,881	1,808,8
HOMESTEAD EXEMPTION CHARGE	11,393	20,423	20,423	20,4
WIRELESS RADIO COMMUNICATION BUS & TRUCK PRIVILEGE TAX	503.217	101,763 431,879	101,763 431,879	101,7 431,8
MDOT-LITTER PICKUP-JPD	503,217	12,660	431,879	431,6
OTHER STATE FUNDING		12,000	124.000	12,0
TOTAL INTERGOVERNMENTAL - STATE	35,781,192	34,029,845	34,141,845	35,878,8
DCAL				
PRO-RATA COUNTY ROAD TAX	709.568	670.284	670,284	670,2
SMITH ROBERTSON MUSEUM	6,516	3,300	3,000	3,1
TOTAL INTERGOVERNMENTAL - LOCAL	716,084	673,584	673,284	673,
DMISSIONS, FEES, RENTALS				
PASSPORT	74,129	6,058	6,058	70,0
TSA	56,580	33,395	33,395	33,
ZOO GIFT SHOP	1		0	
ZOO ADMISSIONS			27,589	
ZOO VENDOR FEES		-	423	
AD VAL APP SMALL CELL	1,000	100 3,500	100 3,500	3,5
PARKING METERS	29,731	100,000	100,000	100,0
LOCAL RECORDS FEE	3,165	3,669	3,669	3.6
CRASH REPORT	92,850	62,750	62,750	62,
MUN AUD-THALIA MARA HALL RENT	188,437	156,625	156,625	156,
SMITH ROBERTSON MUSEUM - DONATION	32	600	100	
SMITH ROBERTSON MUSEUM - ADMISSIONS	3,147	4,000	4,000	4,0
SMITH ROBERTSON MUS - ROOM RENT	1,434	5,425	5,425	5,
SENIOR CENTER RESERVATION		1,200	200	1,
SMITH ROBERTSON - GIFT SHOP	915	80	80	
ARTS CTR - RENT ON COMMUNITY PLANETARIUM-ADMISSION TAX EXEMPT		4,100	100	4,1
PLANETARIUM-ADMISSION TAX EXEMPT PLANETARIUM-ADMISSIONS			10 21	
CARNIVAL INSPECTION FEE	700	50	50	
DAYCARE FIRE INSPECTION-AF	7,300	5,880	5,880	5,1
FIRE WATER FLOW TEST FEE	3,400	2,800	2,800	2,1
FIRE REPORTS & ETC.	15,625	17,200	17,200	17,
ACCIDENT REPORT FEE	44,275	124,171	124,171	124,
BACKGROUND CHECK FEE	2,380	10,530	10,530	10,5
FINGERPRINTING	28,065	24,115	24,115	24,
VERIFICATION OF RECORD FEE	22,040	17,789	17,789	17,
BAIL BONDSMAN APPLICANT		150	50	
TELECOMMUNICATION FRANCHISE AGREEM	324,041	380,741	383,741	380,
RENTS AND ROYALTIES	78,600	31,100	31,100	31,
TOWER RENTALS RENT PISTOL RANGE	4,204,485 422	4,250,000 2,323	4,269,100 2,323	4,250,0
SPRINKLER-HYDRO STATIC-PUMP	422	2,323	2,323	Ζ,
FIRE ALARM ACCEPTANCE TEST	2,300	1,000	1,000	1,
FIRE RE-INSPECTION	3,575	5,000	5,000	5,
FIRE KNOX	-	25	-	
FIRE SUPPRESSION SYSTEM TE	750	600	600	
FIRE SUPPRESSION SYSTEM TE FIRE TRUCK ON SITE	750 600	3,600	600	
				6 3,6 11,9

	2021-2022 Actual	2022-2023 Adopted	2022-2023 Revised	2023-2 Adop
SCHOOL TOURS FEE - FIRE MUSEUM	-	1,476	476	1,4
RENTAL INSPECTIONS			350	3
	12,012	10,000	10,000	10,0
TOTAL ADMISSIONS, FEES AND RENTALS	5,215,385	5,283,002	5,323,620	5,347,3
NTEREST REVENUES:				
INTEREST EARNED ON INVESTMENTS	329	11,399	1,399	11,3
INTEREST EARNED ON REPOS	133,941	382,338	310,626	382,3
TOTAL INTEREST EARNED ON INVESTMENTS	134,270	393,737	312,025	393,7
IEVENUES MISCELLANEOUS INCOME:				
REIMBURSEMENT JSU POLICE	45,959		285	
CARES ACT SENATE BILL 3047	40,000	1,400,000	1,400,000	
RENTAL ®ISTRY		551,572	551,572	786,6
CREDIT CARD OVERPAYMENT	520			,
PUBLIC UTILITY FRANCHISE FEE	5,003,954	4,752,792	4,752,792	4,752,3
FRANCHISE CABLE TELEVISION	1,115,777	1,200,000	1,200,000	1,200,0
NUCLEAR POWER PLANTS	1,583,311	1,602,421	1,602,421	1,602,4
IN-LIEU-OF PROPERTY TAX	70,733	1,010,652	1,054,048	1,010,
WATER/SEWER FRANCHISE FEE	972,534	972,534	972,534	972,
SALE OF LAND	2,070	60,167	60,167	60,
SALE OF FIXED ASSETS	629,520	255,706	255,706	255,
SALE OF SCRAP METAL SMALL ANIMAL CONTROL	-	-	50 200	
POLICE TRAINING REIMBURSEMENTS OTHER AGENCIES	40	1,200		1,
POLICE TRAINING REIMBORSEMENTS OTHER AGENCIES	39,600 1,923	20,000 65,348	20,000 65,348	20, 65,
POLICE - SALE OF WEAPONS	7	15	15	00,
UNION STATION TENANTS/JRA	92,600	102,379	102,379	102,
PROCEEDS OF FORFEITURES	139,150	139,149	139,149	139.
GRANTS & DONATION	121,999	189,567	290,067	280,
INDIRECT COST	2,357,913	2,680,223	2,680,223	2,680,
OTHER DEPARTMENTS	131,091	90,148	98,148	90,
I.D. BADGE	15	180	30	
PARKING FEE - CITY EMPLOYEES	3,647	6,730	6,730	6,
ADMIN. FEE - PAYROLL DEDUCTION	13,481	15,725	15,725	15,
MS VALLEY REFUND	278	800	100	
ENTERGY REFUND	9	1,000	1,000	1,
SCB REFUND	-	220	20	
BUILDING & PERMIT - MISC. PLUMBING EXAM	90,467 11,275	110,957 200	110,957 200	110, 11,
ELECTRICAL EXAM	10,000	100	100	,
PENALTY ON DEMO/GRASS/WEED	237,684	30,000	30,000	30,
PLANNING-MISC		-	50	
SITE PLAN, REVIEW	16,485	16,157	16,157	16,
SALE OF MAPS, PLANS, SPEC	79	158	158	
SMITH ROBERSTON - NISSAN GRANT		20,115	115	20,
TRAFFIC	470	170	70	
ABSTRACT FEES	6,765	6,961	6,961	6,
FINANCE - M		10	10	
CELLULAR REBATE	35,705	28,765	28,765	32,
CITY CLERK	19,589	15,271	15,271	15,
CEMETERIES			-	25,
FIRE DEPARTMENT			194	
FIRE SAFETY EDUCATION PROGRAM	-		214	
PERFORMANCE CONTRACT REBATE INKIND FEES	23,300 23,715	- 29,237	- 29,237	29,
PUBLICATION - MISC	23,715	7,089	189	28,
MARY JONES DAYCARE	6,377	220	-	',
CAFETERIA PLAN - FLEXIBLE SPENDING	-	150,000	150,000	150,
SETTLEMENT OF INSURANCE CLAIMS	2,056	75,000	99,350	75,
PROCEEDS OF LONG TERM DEBT	-	375,850	794,501	375,
FEES FOR LOST FUELMAN CARDS	395	181	181	
TOTAL MISCELLANEOUS INCOME	12,810,492	15,984,969	16,551,389	14,950,
PERATING TRANSFERS IN:	225 020	010.007	200.067	244
TRANSFER IN/FROM GENERAL FUND TRANSFER IN/FROM OTHER FUNDS	225,908 1,643,149	312,867 5,296,000	322,867 5,296,000	314, 1,528,
TOTAL OPERATING TRANSFERS IN	1,869,057	5,296,000	5,618,867	1,842,
TOTAL FROM ALL SOURCES OTHER THAN TAXATIO	59,519,088	65,983,060	66,610,051	62,328,0
	- and repaire	- alasalaga	anta tataga	02,020,

	2021-2022	2022-2023	2022-2023	2023-202
	Actual	Adopted	Revised	Adopte
APPLIED FUND BALANCE		583,480	2,373,033	1,676,462
TOTAL REVENUE FROM SOURCES OTHER THAN TAXATIO	59,519,088	66,566,540	68,983,083	64,004,53
AXES:				
REAL PROPERTY	35,810,357	36,453,639	36,453,639	36,643,49
PERSONAL PROPERTY	17,837,109	17,833,524	17,833,524	19,218,18
DELINQUENT REALTY	610,219	927,952	927,952	927,95
DELINQUENT PERSONAL	110,839	218,093	218,093	218,09
AUTOMOTIVE	6,712,898	7,113,706	7,113,706	6,511,98
MOTOR VEHICLE RENTAL TAX	811,566	784,544	784,544	784,54
INTEREST ON CURRENT	518,146	801,265	801,265	801,26
INTEREST ON PRIOR YEARS	668,005	614,406	614,406	614,40
RAIL CAR TAXES	63,090	64,473	64,473	64,47
TAX FORFEITED LAND	140,624	100.000	100.000	100.00
COMMUNITY IMPROVEMENT	29,031	100,000	100,000	8,00
TOTAL TAXES	63,311,886	65,011,602	65,011,602	65,892,39
OTAL AVAILABLE CASH AND ANTICIPATED REVENUE FROM ALL SOURCES \$	122.830.974 \$	131,578,142 \$	133,994,692 \$	129,896,93

2023-2024	2022-2023	2022-2023	2021-2022
Adopted	Revised	Adopted	Actual

		2021-2022		2022-2023		2022-2023		2023-2024
		Actual		Adopted		Revised		Adopted
		DOLLOT						
		POLICE						
PERSONNEL SERVICES	S	22,938,925	\$	29,626,628	\$	28,944,518	\$	29,142,720
SUPPLIES & MATERIALS		2,477,136		2,550,155		3,059,099		2,493,296
OTHER SERVICES & CHARGES		1,775,002		1,778,717		1,790,017		1,796,121
CAPITAL OUTLAY		758,888		1,269,783		2,814,700		1,025,887
GRANTS, CONTRIBUTION		1,318,617		1,343,566		1,337,166		1,343,566
TRANSFERS AND OTHER FUNCTIONS								
DEBT SERVICES		22,894		40,796		40,796		40,796
TOTAL	\$	29,291,462	\$	36,609,645	\$	37,986,296	\$	35,842,386
		FIRE						
PERSONNEL SERVICES	s	20,859,514	\$	21,639,631	\$	21,639,631	\$	22,643,637
SUPPLIES & MATERIALS		1,115,745		770,828		771,328		770,608
OTHER SERVICES & CHARGES		879,796		987,188		942,188		802,188
CAPITAL OUTLAY		634,373		754,138		1,274,087		939,138
GRANTS, CONTRIBUTION				69		69		69
DEBT SERVICES		62,498		52,058		52,058		52,057
TOTAL	\$	23,551,926	\$	24,203,912	\$	24,679,361	\$	25,207,697
	PU	BLIC WORKS						
PERSONNEL SERVICES	s	5,853,450	s	7,117,588	ŝ	7,045,428	\$	8,188,553
SUPPLIES & MATERIALS	*	1,315,384	*	2,152,222	-	2,181,102	Ŧ	1,602,879
OTHER SERVICES & CHARGES		2,333,888		4,160,871		4,158,601		3,521,842
CAPITAL OUTLAY		543,365		544,438		614,338		450,731
GRANTS, CONTRIBUTION		30,000		274,254		274,254		236,754
TRANSFERS AND OTHER FUNCTIONS				700,000		700.000		230,754
DEBT SERVICES		148,784		151,534		151,534		151,534
TOTAL	s	10,224,870	\$	15,100,907	\$	15,125,257	\$	14,152,293
	<u> </u>	10,224,070		10,100,001	*	10,120,207	¥	14,102,200
	PLANNING	& DEVELOPMEN	П					
PERSONNEL SERVICES	\$	2,174,628	s	3,438,485	\$	3,438,485	\$	3,533,271
SUPPLIES & MATERIALS	-	67,719		129,165		136,030	-	120,205
OTHER SERVICES & CHARGES		3,766,500		4,682,656		4,690,388		4,747,716
CAPITAL OUTLAY		147,435		109,500		96,882		108,000
GRANTS, CONTRIBUTION		71,660		71,675		69,696		71,675
TRANSFERS AND OTHER FUNCTIONS		1,098,883		1,898,609		1,898,609		1,898,609
DEBT SERVICES		238		1,030,003		1,030,005		1,030,005
TOTAL	\$	7,327,063	\$	10,331,115	\$	10,331,115	\$	10,480,501

		2021-2022 Actual	1	2022-2023 Adopted		2022-2023 Revised		2023-2024 Adopted
	IIMAN &	CULTURAL SERVI	CES			novisuu		Аборна
"	UNIAN &	GOLI ONAL SERVI	GEO	,				
PERSONNEL SERVICES	\$	1,569,471	\$	1,628,744	\$	1,628,744	\$	1,830,004
SUPPLIES & MATERIALS		92,235		102,328		102,828		102,628
OTHER SERVICES & CHARGES CAPITAL OUTLAY		548,113 469,477		602,120 487,713		629,335 559,998		626,796 402,621
GRANTS, CONTRIBUTION		278,233		380,000		390,861		290,000
TRANSFERS AND OTHER FUNCTIONS		394,598		89,963		79,102		69,102
DEBT SERVICES		37,370		30,340		30,340		20,939
TOTAL	\$	3,389,497	\$	3,321,208	\$	3,421,208	\$	3,342,090
	HUM	AN RESOURCES						
PERSONNEL SERVICES	\$	858,680	\$	890,082	\$	890,082	\$	945,041
SUPPLIES & MATERIALS		9,243		20,687		20,687		20,687
OTHER SERVICES & CHARGES CAPITAL OUTLAY		112,518		83,675		83,675		83,675
GRANTS, CONTRIBUTION		41,007 1,309		61,036 1,337		61,036 1,337		61,036 86,178
TRANSFERS AND OTHER FUNCTIONS				1,400,000		1,400,000		-
DEBT SERVICES		7,811		11,541		11,541		11,541
TOTAL	\$	1,030,568	\$	2,468,358	\$	2,468,358	\$	1,208,158
	ADI	MINISTRATION						
PERSONNEL SERVICES	s	3.051,837	¢	3,938,910	¢	3,938,910	¢	4,327,312
SUPPLIES & MATERIALS	•	33,140	Ŷ	44,270	,	53,575	•	44,270
OTHER SERVICES & CHARGES		1,009,295		1,333,828		1,324,523		1,358,828
CAPITAL OUTLAY				19,123		19,123		19,123
GRANTS, CONTRIBUTION		3,395		10,100		10,100		10,100
TOTAL	\$	4,097,667	\$	5,346,231	\$	5,346,231	\$	5,759,633
	GENER	AL GOVERNMENT	r					
PERSONNEL SERVICES	\$	5,094,855	\$	5,245,799	\$	5,287,096	\$	5,843,072
SUPPLIES & MATERIALS		69,915		225,242		247,342		229,122
OTHER SERVICES & CHARGES		4,660,375		6,102,167		6,056,770		7,574,492
CAPITAL OUTLAY GRANTS, CONTRIBUTION		73,496 300,167		75,214 710,648		75,214 710,648		75,214
TRANSFERS AND OTHER FUNCTIONS		7,136,451		11,557,768		11,957,768		610,648 9,543,859
DEBT SERVICES		2,381,317		1,876,749		1,876,749		1,371,160
TOTAL	\$	19,716,576	\$	25,793,587	\$	26,211,587	\$	25,247,567
	MU	NICIPAL CLERK						
PERSONNEL SERVICES	\$	456,814	\$	587,604	\$	537,604	\$	571,546
SUPPLIES & MATERIALS		22,633		19,958		22,958		19,958
OTHER SERVICES & CHARGES		123,285		156,025		203,025		209,516
CAPITAL OUTLAY				45		45		45
TOTAL	\$	602,732	\$	763,632	\$	763,632	\$	801,065

		2021-2022 Actual		2022-2023 Adopted	2022-2023 Revised	2023-2024 Adopted
	INFORMAT	TION TECHNOLOG	SY			
PERSONNEL SERVICES	\$	2,539,091	\$	2,505,201	\$ 2,505,201	\$ 2,717,960
SUPPLIES & MATERIALS		412,150		578,206	429,107	557,708
OTHER SERVICES & CHARGES		2,319,189		1,999,914	2,129,013	1,927,439
CAPITAL OUTLAY		1,016,914		1,007,018	1,049,118	1,103,226
TRANSFERS AND OTHER FUNCTIONS		1,205,000		1,446,000	1,446,000	1,446,000
DEBT SERVICES		103,208		103,208	 103,208	103,208
TOTAL	\$	7,595,552	\$	7,639,547	\$ 7,661,647	\$ 7,855,541
TOTAL GENERAL FUND EXPENDITURES	s	106,827,913	\$	131,578,142	\$ 133,994,692	\$ 129,896,931

		2021-2022 Actual	2022-2023 Adopted	2022-2023 Revised	2023-2024 Adopted
PAR	KS AND	RECREATION FUND (00	95)		
REVENUES					
AIRCRAFT REGISTRATION	s	319 \$	500		
HOMESTEAD EXEMPTION		69,659	65,000	65,000	65,000
HOMESTEAD EXEMPTION CHARGEBACK		502	660	660	660
GROVE PARK GREEN FEES GROVE PK ELEC. GOLF CART RENT			10,000 3,500	10,000 3,500	10,000 3,500
SONNY GUY GREEN FEES		77,514	87,000	87,000	87,000
SONNY GUY PK ELEC GLF CART REN		51,677	41,000	41,000	41,000
RANGE BALLS		15,645	13,800	13,800	13,800
SWIMMING FEES		1,922	3,391	3,391	3,391
ATHLETIC FEES		26,366	22,042	22,042	22,042
GYM USER FEES		14,721	13,500	13,500	13,500
PARKS BUILDING RENTALS		11,301	13,500	13,500	13,500
PARKS FIELD RENTALS		1,410	5,500	5,500	5,500
PARKS CONCESSIONS		-	100	100	100
PARKS PROGRAMS REGISTRATION JONES CENTER RENTAL		4,048	5,000	5,000	5,000
DANCE KARATE AEROBICS			8,000 1,000	8,000	8,000
PARKS-OTHER			2,000	2,000	2,000
VENDOR FEES - PARK EVENTS		550	600	600	600
ADMISSIONS /SUMMER FESTIVALS		1,645	2,500	2,500	2,500
MYNELLE GARDEN-PHOTOGRAPHY		200	300	300	300
MYNELLE GARDEN ADMISSIONS		2,532	3,000	3,000	3,000
MYNELLE GARDEN RENTAL			499	499	499
MYNELLE GARDEN WEDDINGS		3,800	3,800	3,800	3,800
MYNELLE GARDEN GIFT SHOP SALES		66	100	100	100
DONATIONS-SUMMER FESTIVALS		2,500	5,000	5,000	5,000
RENTS AND ROYALTIES		25,010	25,000	25,000	25,000
INTEREST EARNED ON INVESTMENTS INTEREST EARNED ON REPOS		50	20	20	20
GRANTS & DONATIONS		6,567 16,500	1,880 11,414	1,880 11,414	1,880 11,414
OTHER DEPARTMENTS		7,420	2,100	2,100	2,100
CEMETERIES OPENING CLSG & MISC		20,250	25,000	25,000	2,100
TRANSFERS IN/FROM GENERAL FUND		3,517,168	4,635,646	4,635,646	4,329,332
TRANSFERS IN/FROM OTHER FUNDS		-	250,000	250,000	0
TOTAL REVENUE FROM SOURCES OTHER THAN TAXATI	o	3,879,342	5,262,352	5,262,352	4,681,038
TAXES					
CURRENT REALTY TAXES		1,428,840	1,419,534	1,419,534	1,407,471
CURRENT PERSONAL TAXES		727,507	694,452	694,452	738,167
DELINQUENT REALTY TAXES		25,377	32,545	32,545	19,883
DELINQUENT PERSONAL TAXES		4,661	3,883	3,883	3,883
AD VALOREM TAX ON AUTOMOBILES		263,827	277,013	277,013	250,124
TOTAL TAXES		2,450,213	2,427,427	2,427,427	2,419,528
TOTAL AVAILABLE CASH AND					
ANTICIPATED REVENUE FROM ALL SOURCES	\$	6,329,554 \$	7,689,779	\$ 7,689,779	\$ 7,100,566
TOTAL TAXES TOTAL AVAILABLE CASH AND ANTICIPATED REVENUE FROM ALL SOURCES	\$				\$
EXPENDITURES	_				
PERSONAL SERVICE	s	3,912,123 \$	5,139,821	\$ 5,095,241	\$ 4,828,814
SUPPLIES & MATERIALS		598,724	606,025	606,025	568,909
OTHER SERVICES & CHARGES		1,266,054	1,398,389	1,308,725	1,232,616
CAPITAL OUTLAY		209,043	484,505	618,749	409,188
OPERATING TRANSFERS		25,000		-	
DEBT SERVICE		51,443	61,039	61,039	61,039
TOTAL EXPENDITURES	s	6,062,387 \$	7,689,779	\$ 7,689,779	\$ 7,100,566
and the second but the transmission	*	4,402,001 Ø	1,000,170	÷ 7,000,770	+ 7,100,000

		2021-2022 Actual		2022-2023 Adopted		2022-2023 Revised		2023-202 Adopte
BUS	BINESS IMPROVEN	IENT TAX ASSES	SMEN	F (007)				
REVENUES								
REAL PROPERTY TAXES	\$	1,082,354	\$	1,082,747	\$	1,082,747	\$	1,082,74
TOTAL REVENUES	\$	1,082,354	\$	1,082,747	\$	1,082,747	\$	1,082,74
EXPENDITURES								
GRANTS CONTRIBUTION &	ş	1,082,354	s	1,082,747	\$	1,082,747	s	1,082,74
TOTAL EXPENDITURES	\$	1,082,354	\$	1,082,747	\$	1,082,747	\$	1,082,74
	SANITATION	LANDFILL FUND	(009)					
REVENUES								
LAND FILL CHARGES	s	118,781	s	120,883	\$	120,883	s	30,88
SPECIAL TRASH COLLECTION FEES MS-DEQ GRANTS-SOLID WASTE		3,235 30,818		6,606 100,000		6,606 100,000		3,0
GARBAGE PICKUP FEES		10,479,187		15,284,700		15,284,700		14,253,3
GARBAGE PICKUP FEES PRES.HILLS		252,085		272,231		273,142		318,0
NTEREST EARNED ON REPOS		170		20		20		:
RECYCLING PROGRAM		3,703		11,400		11,400		5,0
TRANSFERS IN/FROM GENERAL FUND		117,121		122,816		122,816		179,12
TOTAL REVENUES	S	11,005,101	\$	15,918,656	\$	15,919,567	\$	14,789,33
EXPENSES								
PERSONAL SERVICE	s	678,343	s	1,040,535	\$	1,040,535	\$	1,111,75
SUPPLIES & MATERIALS		164,708		210,114		210,114		206,9
OTHER SERVICES & CHARGES		8,751,186		13,127,467		13,541,467		13,130,5
CAPITAL OUTLAY		97,917		500,540		86,540		300,0
GRANTS, CONTRIBUTION				40,000		40,000		40,0
OPERATING TRANSFERS DEBT SERVICES		2,101		1,000,000		1,000,000 911		
TOTAL EXPENSES	s	9,694,256	\$	15,918,656	\$	15,919,567	\$	14,789,3
	SENIOR	AIDES FUND (012)					
REVENUES								
NCSC SENIOR AIDES TRANSFER IN/FROM GENERAL FUND	\$	511,919 74,969	S	469,616 89,963	\$	469,548 69,102	\$	469,61 69,10
TOTAL REVENUES	\$	586,888	\$	559,579	\$	538,650	\$	538,7
EXPENDITURES								
					<i>.</i>			
PERSONNEL SERVICES	\$	593,255	\$	546,241	\$	532,650	\$	525,3
SUPPLIES& MATERIALS OTHER SERVICES AND CHARGES		3,888 737		8,123 5,215		4,500 1,500		8,1 5,2
CAPITAL OUTLAY		-		5,215		1,000		0,2
TOTAL EXPENSES	\$	597,879	\$	559,579	\$	538,650	\$	538,7

		2021-2022 Actual		2022-2023 Adopted	2022-2023 Revised	2023-2024 Adopted
c	LAIMS FUND (018)					
REVENUES						
INTEREST EARNED ON INVESTMENTS INTEREST EARNED ON REPOS	\$	19,875 3,076	\$	50 -	\$ 50 -	\$ 50 -
APPLIED FUND BALANCE APPROPRIATION FROM GENERAL FUND		945,172		4,843,473 600,000	4,843,473 1,000,000	5,093,473 1,925,943
REVENUES	\$	968,122	\$	5,443,523	\$ 5,843,523	\$ 7,019,466
EXPENDITURES						
OTHER SERVICES AND CHARGES GRANTS, CONTRIBUTION	s	850 951,917	s	5,723 5,437,800	\$ 5,723 5,837,800	\$ 5,723 7,013,743
TOTAL EXPENDITURES	s	952,767	\$	5,443,523	\$ 5,843,523	\$ 7,019,466

BOND AND INTEREST FUND (020,0244,0249,0252,0253,0255,0256,0262,0263,0264,0266,0268,0272,0315,0316,0318,0386,0393,0435)

REVENUES								
CURRENT REALTY TAXES	s	4.138.778	\$	3.810.355	\$	3,810,355	s	2,917,253
CURRENT PERSONAL TAXES	•	1,970,185	•	1,812,394	Ť	1,812,394	•	1,484,871
DELINQUENT REALTY		82,828		2		2		1
DELINQUENT PERSONAL		17,513						
AD VALOREM TAX ON AUTOMOTIVE		782,657		734,256		734,256		511,632
AIRCRAFT REGISTRATION		868						
HOMESTEAD EXEMPTION		189,821		8,709		8,709		18,926
HOMESTEAD EXEMPTION		1,240						
INTEREST EARNED ON INVESTMENTS		22,578						
COUNTY TAXES		328,265		222,000		316,797		222,000
APPLIED FUND BALA				493,971		493,971		1,534,106
TRANSFER IN/FROM OTHER FUNDS		8,575,372		15,570,646		15,666,248		15,265,872
PAYMENTS FROM OTHER FUNDS		275,497						
TOTAL REVENUE	\$	16,385,603	\$	22,652,333	\$	22,842,732	\$	21,954,661
EXPENDITURES								
OTHER SERVICES & CHARGES	\$	9,625	s	18,246	s	19,246	\$	15,996
DEBT SERVICES		16,017,477		15,774,400		15,871,003		15,471,877
GRANTS, CONTRIBUTION								
TRANSFERS AND OTHER FUNCTIONS		4,688,258		6,859,687		6,952,483		6,466,788
TOTAL EXPENDITURES	s	20,715,360	\$	22,652,333	\$	22,842,732	\$	21,954,661

		2021-2022 Actual		2022-2023 Adopted	2022-2023 Revised	2023-20 Adopt
WATER/SEWER O	& M FUN	D (030,031,033,211,	220,25	8,376,0392,500)		
IEVENUES	_					
SEWER CONNECTION PERMITS	s	(1,561.11)	\$	60,971	\$ 60,971	\$ 60,9
EWER CONNECTION		12,830		4,600	4,600	
NTEREST EARNED ON INVESTMENTS		29,291			2,000,000	
VATER CHARGES		28,245,516		6	6	29,623,5
VATER CHARGES-TRIANGLE		276,296		29,437,433	29,437,433	420,7
IETER CHARGES		54,145		420,701	420,701	
EVELOPMENT CHARGES		42,855		11,630	11,630	71,8
METER INSTALLATION FEES		115,064		71,868	71,868	
IETER INSTALLATION FEES		1,323		24,915	24,915	
EWER CHARGES		32,756,037		162	162	21,417,4
EWER CHARGES-TRIANGLE		295,568		21,417,493	21,417,493	507,2
IISCELLANEOUS		(1,677,487)		507,203	507,203	614,6
ISCELLANEOUS-TRIANGLE				657,685	657,685	1,3
IADISON COUNTY WATER REVENUE		430,303		1,260	1,260	451,8
OLLECTION OF BAD DEBT		(2,404)		451,860	451,860	,
ERVICE CONNECTIONS		55.452		119,819	119,819	119,8
/ RANKIN METRO SEWER REVENUE		81,029		81,029	81,029	110,
YRAM SEWER REVENUE		238,998		150,000	150,000	
IDGELAND WEST SEWER REVENUE		1.062.820		126,519	126,519	126,
IADISON COUNTY SEWER REVENUE		353,558		2,353,569	2,353,569	2,353,5
OREST WOODS UTILITY SEWER REVENUE				125,536	125,536	125,
EACHATE DISPOSAL		181,540		50,000	50,000	50.0
THER DEPARTMENTS		101,040		50,000	50,000	
ETTLEMENT OF SIEMENS CLAIMS		_		1,849,836	7,658,384	E 400 1
ROCEEDS FROM LONG TERM DEBT		- 7,519,885				5,496,7
				56,681,460	56,681,460	43,571,3
PPLIED FUND BALANCE				13,216,028	13,216,242	13,216,0
RANSFERS IN/FROM GENERTAL FUND		866,223		1,039,467	1,039,467	40.405
RANSFERS IN/FROM WATER/SEWER		30,995,216		55,690,760	55,690,760	48,135,1
RANSFERS IN/FROM WATER/SEWER		2,200,000		728,500	 728,500	 228,5
OTAL REVENUES	\$	104,132,497	\$	185,280,311	\$ 193,089,073	\$ 166,592,7
XPENDITURES	_					
ERSONAL SERVICES	\$	8,255,062	\$	9,369,088	\$ 7,208,033	\$ 3,925,8
UPPLIES		5,304,212		4,181,716	2,724,984	
THER SERVICES & CHARGES		20,593,244		18,574,774	30,480,142	29,708,5
APITAL OUTLAY		187,487		761,208	305,486	161,9
RANTS, CONTRIBUTION		1,110,058		16,048,397	16,025,300	16,025,3
RANSFERS AND OTHER FUNCTIONS		46,459,618		112,755,720	112,755,720	99,516,2
EBT SERVICES		15,792,066		23,589,408	23,589,408	17,254,9
OTAL EXPENDITURES		97,701,747		185,280,311	\$ 193,089,073	166,592,7

		2021-2022 Actual		2022-2023 Adopted		2022-2023 Revised		2023-20 Adopt
CAPITAL IMPROVEMEN			14 215		21	nevised		Autopa
GATTALIMITHOVEMEN	TFOND	047, 141, 213, 2	14,210,	210, 217 and 22	31			
REVENUES								
NTEREST EARNED ON INVESTMENTS	s	3,234	\$	4,319	\$	4,319	\$	4,3
NTERGOVERNMENTAL-FEDERAL- (MDOT)				1,613,016		1,613,016		1,613,0
NTERGOVERNMENTAL-STATE - (MDOT)(TRAFFIC)				157,516		157,516		157,5
NTERGOVERNMENTAL-STATE - (MDOT)				500,000		500,000		500,0
NTERGOVERNMENTAL-STATE - (MDOT)-MILL STREET				1,649,667		1,649,667		1,649,6
NTERGOVERNMENTAL-STATE - (MDOT)-FONDERN ENHA	N			129,533		129,533		129,5
MPDD				13,032		13,032		13,0
MDOT MANY				2,888,750		2,888,750		2,093,4
ORT/WEB				1,264,764		1,264,764		1,264,7
NTERGOVERNMENTAL-LOCAL - (STREET RESURFACING)				34,110		34,110		34,1
RANTS & DONATIONS				725		725		7
ETTLEMENT OF INS				106,966		106,966		106,9
ROCEEDS FROM LONG TERM DEBT				473,985		473,985		329,4
PPLIED FUND BALANCE				881,988		632,627		1,179,4
RANSFER IN/FROM GENERAL FUND		296,260		2,195,500		2,195,500		
RANSFER IN/FROM OTHER FUNDS								1,177,3
OTAL REVENUES	\$	299,494	\$	11,913,871	\$	11,664,510	\$	10,253,4
OTAL REVENUES	\$	299,494	\$	11,913,871	\$	11,664,510	\$	10,253,4
	\$	299,494	\$	11,913,871	\$	11,664,510	\$	10,253,4
XPENDITURES	-	299,494						
XPENDITURES	\$		\$	45,204		45,204		45,2
XPENDITURES SUPPLIES THER SERVICES AND CHARGES	-	- 35,181		45,204 5,755,045		45,204 5,485,419		45,2 5,485,4
XPENDITURES SUPPLIES OTHER SERVICES AND CHARGES SAPITAL OUTLAY	-			45,204 5,755,045 5,660,990		45,204 5,485,419 6,117,605		45,2 5,485,4 3,522,7
XPENDITURES UPPLIES ITHER SERVICES AND CHARGES IAPITAL OUTLAY	-	- 35,181		45,204 5,755,045		45,204 5,485,419		45,2 5,485,4 3,522,7
EXPENDITURES SUPPLIES DTHER SERVICES AND CHARGES CAPITAL OUTLAY GRANTS, CONTRIBUTION	-	- 35,181	\$	45,204 5,755,045 5,660,990	\$	45,204 5,485,419 6,117,605	S	45,2 5,485,4 3,522,7 1,200,0
TOTAL REVENUES EXPENDITURES SUPPLIES DITHER SERVICES AND CHARGES EXAPITAL OUTLAY GRANTS, CONTRIBUTION TOTAL EXPENDITURES	-	- 35,181 1,660,817 -	\$	45,204 5,755,045 5,660,990 452,632	\$	45,204 5,485,419 6,117,605 16,282	S	45,2 5,485,4 3,522,7 1,200,0
XPENDITURES SUPPLIES DITHER SERVICES AND CHARGES SAPITAL OUTLAY SRANTS, CONTRIBUTION TOTAL EXPENDITURES	\$	- 35,181 1,660,817 - 1,695,999	\$	45,204 5,755,045 5,660,990 452,632 11,913,871	\$	45,204 5,485,419 6,117,605 16,282 11,664,510	\$	45,2 5,485,4 3,522,7 1,200,0
XPENDITURES UPPLIES ITHER SERVICES AND CHARGES APITAL OUTLAY IRANTS, CONTRIBUTION	\$	- 35,181 1,660,817 - 1,695,999	\$	45,204 5,755,045 5,660,990 452,632 11,913,871	\$	45,204 5,485,419 6,117,605 16,282 11,664,510	\$	45,2 5,485, 3,522, 1,200,0
EXPENDITURES SUPPLIES STHER SERVICES AND CHARGES CAPITAL OUTLAY GRANTS, CONTRIBUTION TOTAL EXPENDITURES 1986, 1999, 2002, 2004, 2012 and 2013 WA	\$	- 35,181 1,660,817 - 1,695,999	\$	45,204 5,755,045 5,660,990 452,632 11,913,871	\$	45,204 5,485,419 6,117,605 16,282 11,664,510	\$	45,2 5,485,4 3,522,7 1,200,0
XPENDITURES SUPPLIES DTHER SERVICES AND CHARGES CAPITAL OUTLAY SRANTS, CONTRIBUTION TOTAL EXPENDITURES 1986, 1999, 2002, 2004, 2012 and 2013 WA	s s TER/SEV	- 35,181 1,660,817 - 1,695,999	\$ \$	45,204 5,755,045 5,660,990 452,632 11,913,871 FUNDS (026, 032	\$ <u>\$</u> 2, 050	45,204 5,485,419 6,117,605 16,282 11,664,510	\$ <u>\$</u>))	45,2 5,485,4 3,522,7 1,200,0
EXPENDITURES SUPPLIES DTHER SERVICES AND CHARGES CAPITAL OUTLAY SRANTS, CONTRIBUTION TOTAL EXPENDITURES 1986, 1999, 2002, 2004, 2012 and 2013 WA REVENUES NTEREST EARNED ON REPOS	\$	- 35,181 1,660,817 - 1,695,999	\$	45,204 5,755,045 5,660,990 452,632 11,913,871 FUNDS (026, 032	\$	45,204 5,485,419 6,117,605 16,282 11,664,510), 051, 054, 400	\$	45,2 5,485,4 3,522,7 1,200,0 10,253,4
XPENDITURES UPPLIES UTHER SERVICES AND CHARGES APITAL OUTLAY BRANTS, CONTRIBUTION TOTAL EXPENDITURES 1986, 1999, 2002, 2004, 2012 and 2013 WA EVENUES NTEREST EARNED ON REPOS IPPLIED FUND BALANCE	s s TER/SEV	- 35,181 1,660,817 - 1,695,999 VER CONSTRUC	\$ \$	45,204 5,755,045 5,660,990 452,632 11,913,871 FUNDS (026, 032	\$ <u>\$</u> 2, 050	45,204 5,485,419 6,117,605 16,282 11,664,510 0, 051, 054, 400 1,593,628	\$ <u>\$</u>))	45,3 5,485, 3,522,1 1,200,0 10,253,4 1,593,0
XPENDITURES UPPLIES ITHER SERVICES AND CHARGES IAPITAL OUTLAY IRANTS, CONTRIBUTION TOTAL EXPENDITURES 1986, 1999, 2002, 2004, 2012 and 2013 WA EVENUES	s s TER/SEV	- 35,181 1,660,817 - 1,695,999	\$ \$	45,204 5,755,045 5,660,990 452,632 11,913,871 FUNDS (026, 032	\$ <u>\$</u> 2, 050	45,204 5,485,419 6,117,605 16,282 11,664,510), 051, 054, 400	\$ <u>\$</u>))	45,4 5,485, 3,522, 1,200, 10,253,4

EXPENSES

PERSONAL SERVICES	\$ 	\$ 15,000	\$ 15,000	\$ 15,000
SUPPLIES		1	1	
OTHER SERVICES AND CHARGES	4,645,401	6,674,576	6,674,576	6,500,031
CAPITAL OUTLAY	7,639,499	9,234,651	10,814,564	8,455,087
GRANTS, CONTRIBUTION		42,350,860	40,770,947	30,194,812
TOTAL EXPENSES	\$ 12,284,900	\$ 58,275,088	\$ 58,275,088	\$ 45,164,930

		2021-2022		2022-2023		2022-2023		2023-2024
		Actual		Adopted		Revised		Adopte
DIS	ABILITY AI	ND RELIEF FUN	D (055)					
Revenues	_							
CURRENT REALTY TAXES	\$	2,716,936	\$	1,901,590	\$	1,901,590	\$	2,241,304
CURRENT PERSONAL TAXES		1,335,878		904,490		904,490		1,140,816
DELINQUENT REALTY TAXES		48,944		17,086		17,086		17,086
DELINQUENT PERSONAL TAXES		9,124		7,000.00		7,000.00		7,000.00
AD VALOREM TAX ON AUTOMOBILES		501,261		366,437		366,437		393,08
AIRCRAFT REGISTRATION		604		604.00		604.00		604.00
HOMESTEAD EXEMPTION		132,004		100,000		100,000		100,000
HOMESTEAD EXEMPTION CHARGEBACK		863		1,000		1,000		1,000
TOTAL REVENUES	\$	4,745,613	\$	3,298,207	\$	3,298,207	\$	3,900,893
EXPENDITURES	_							
OTHER SERVICES AND CHARGES	s		s		s		\$	
GRANTS, CONTRIBUTION	-	4,745,613		3,298,207		3,298,207	-	3,900,893
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$	4,745,613	\$	3,298,207	\$	3,298,207	s	3,900,893

EMPLOYEES GROUP BENEFIT FUND (057)

REVENUES

GROUP INSURANCE - ACTIVE EMPLOYEES		1,315,702	1,667,110	1,667,110	1,383,491
GROUP INSURANCE - RETIRED EMPLOYEES		70,234	82,414	82,414	68,181
GROUP INSURANCE-D&R RETIRED EMPLOYEES		939,399	903,156	903,156	780,000
GROUP INSURANCE - CITY MATCH		14,001,460	13,675,444	13,675,444	13,425,071
GROUP INSURANCE - FORMER EMPLOYEES		35,335	8,004	8,004	10,000
INSURANCE REFUND					
SETTLEMENT OF INSURANCE CLAIM CITY		894,753	610,445	610,445	216,165
TOTAL REVENUES	s	17,256,882	\$ 16,946,573	\$ 16,946,573	\$ 15,882,908
EXPENDITURES					
OTHER SERVICES AND CHARGES	s	17,256,883	\$ 16,946,573	\$ 16,946,573	\$ 15,882,908
TOTAL EXPENDITURES	\$	17,256,883	\$ 16,946,573	\$ 16,946,573	\$ 15,882,908

		2021-2022 Actual		2022-2023 Adopted		2022-2023 Revised		2023-2024 Adopted
E	ARLY CHIL	DHOOD FUND	(081)					
REVENUES	_							
USDA FOOD REVENUE (DAYCARE)	s	66,983	s		s		\$	
MARY JONES DAYCARE		207,388						
WESTSIDE DAYCARE		148,241						
DAYCARE PRIVATE CLIENT APPLIED FUND BALANCE/R.E.								
TRANSFERS IN/FROM GENERAL FUND		296,856						
TOTAL REVENUES	\$	719,468	s		\$		\$	
EXPENDITURES								
PERSONAL SERVICE	s	757,743	s		s		s	
SUPPLIES & MATERIALS	Ŧ	44,465			Ŧ			
OTHER SERVICES & CHARGES		21,810						
CAPITAL OUTLAY								
TOTAL EXPENDITURES	\$	824,019	\$		\$		\$	
	CDB	G FUND (085)						
REVENUES								
CDBG-HOUSING & COMMMUNITY DEVELOPMENT	s	1,318,013	s	6,095,141	s	6,609,515	s	6,159,684
CITY MATCHING FUNDS	•	1,378,167	•	429,809	•	429,809	•	429,809
INTEREST EARNED ON REPOS		554		8,928		8,928		8,928
LEAD-BASED HAZARD GRANT		101,041.45		882,554		2,464,535		1,581,981
PROGRAM INCOME - MINCAP APPLIED FUND BALANCE/R.E.		7,267		1,242		1,242		4,000
TRANSFERS IN/FROM GENERAL FUND		33,495		40,194		40,194		53,736
TOTAL REVENUES	\$	2,838,538	\$	7,457,868	\$	9,554,223	\$	8,238,138
EXPENDITURES								
PERSONAL SERVICE	s	440,151	•	444,047	e	555,464	e	530,689
SUPPLIES & MATERIALS		301,700	•	360,131	Ŷ	267,196	•	78,718
OTHER SERVICES & CHARGES		164,500		1,875,182		2,856,358		2,343,967
GRANTS, CONTRIBUTION & CONT. CAPITAL OUTLAY		280,794 1,723,361		3,982,976 795,532		5,293,653 581,552		4,703,212 581,552
		1,120,001		100,002		001,002		
TOTAL EXPENDITURES	\$	2,910,505	\$	7,457,868	\$	9,554,223	\$	8,238,138
EMI	ERGENCY	SHELTER GRAN	T (086)					
REVENUES	_							
EMERGENCY SHELTER GRANT	\$	165,526	s	276,275	\$	335,757	\$	232,400
TOTAL REVENUES	\$	165,526	\$	276,275	\$	335,757	\$	232,400
EXPENDITURES	_							
PERSONAL SERVICE GRANTS, CONTRIBUTION & CONT.	\$	11,677 153,553	s	46,451 229,824	\$	34,478 301,279	\$	17,397 215,003
TOTAL EXPENDITURES	s	165,230	s	276,275	s	335,757	\$	232,400

		2021-2022 Actual		2022-2023 Adopted		2022-2023 Revised		2023-202 Adopte
STAT	E GRANTS FUN		0,374,3			neries		radina
Revenues								
POLICE TRAFFIC SERVICES	s	134,913	s	187,562	s	187,562	\$	
JONES CENTER DHS ARPA		199,059						
WESTSIDE CENTER DHS ARPA		306,410						
SMALL BUSINESS SVOG		109,564						
DFA JACKSON ZOO				86,387		86,387		86,38
DFA SB2971		3,000,000						
MISSISSIPPI HUMANITIES COUNCIL				13,500		13,500		13,50
DFA SB2971 TOUGALOO INTEREST EARNED		150,000 6,390		150,000 10,812		150,000 10,812		103,12 10,81
APPLIED FUND BALANCE		0,000		3,533,814		4,220,167		557,39
		-		0,000,014		4,220,107		001100
TOTAL REVENUES	\$	3,906,335	\$	3,982,075	\$	4,668,428	\$	771,21
EXPENDITURES								
PERSONAL SERVICES	s	218,913	\$	186,984	\$	186,984	\$	
SUPPLIES & MATERIALS	-	106,417		22,822		92,947		75,12
OTHER SERVICES AND CHARGES		306,113		608,769		4,293,122		657,59
CAPITAL OUTLAY		35,878		3,163,500		95,375		38,50
TOTAL EXPENSES	\$	667,320	\$	3,982,075	\$	4,668,428	\$	771,21
M	ETRO MEDICAL	RESPONSE SYS	STEM (O	093)				
REVENUES								
MMRS GRANT - METRO MED RESPONSE INTEREST ON INVESTMENT	\$	114	s	25,198 200	Ş	25,198 200	\$	25,19
INTEREST ON INVESTMENT		114		200		200		20
TOTAL REVENUES	\$	114		25,398		25,398		25,39
EXPENDITURES								
SUPPLIES & MATERIALS	s		\$	305	s	305	s	30
GRANTS, CONTRIBUTION & CONT.	•		•	24,445	Ŷ	24,445	•	24,44
CAPITAL OUTLAY				648		648		64
TOTAL EXPENDITURES	5		s	25,398	\$	25,398	\$	25,39
UNE	MPLOYMENT C	OMPENSATION	I FUND	(115)				
REVENUES								
NTEREST EARNED ON REPOS	s		\$	360	¢	360	e	36
APPLIED FUND BALANCE/R.E.	•		9	148,653	9	148,653	•	148,65
		-		140,000		140,000		140,00
OTAL REVENUES	\$		\$	149,013	\$	149,013	\$	149,01
VICNIDITUDE								
XPENDITURES								
OTHER SERVICES & CHARGES	\$	8,380	\$	8,380	\$	8,380	s	8,38
GRANTS, CONTRIBUTION & CONT.	*	102,855	÷	140,633	*	140,633	•	140,63
TOTAL EXPENDITURES	\$	111,235	\$	149,013	\$	149,013	\$	149,01

		2021-2022 Actual		2022-2023 Adopted	2022-2023 Revised		2023-2024 Adopted
	HOME P	ROGRAM (120)					
REVENUES							
HOME PROGRAM HOME - PROGRAM INCOME APPLIED FUND BALANCE/R.E.	\$	197,580 24,309 -	\$	3,100,675 2,000 -	\$ 3,146,286 946,901 -	\$	4,045,576 2,000 -
TOTAL REVENUES	\$	221,889	\$	3,102,675	\$ 4,093,187	\$	4,047,576
EXPENDITURES							
PERSONAL SERVICE SUPPLIES & MATERIALS OTHER SERVICES & CHARGES GRANTS, CONTRIBUTION & CONT.	ş	64,353 34 7,204 157,356	S	56,479 7,851 16,132 3,022,213	\$ 56,479 7,732 8,928 4,020,048	S	149,076 8,651 17,226 3,872,623
TOTAL EXPENDITURES	\$	228,948	\$	3,102,675	\$ 4,093,187	\$	4,047,576
	HOPWA G	RANT FUND (12)	2)				
REVENUES							
HOPWA GRANT -DEPT. OF HUD APPLIED FUND BALANCE/R.E.	\$ \$	1,196,974		2,256,236 875,908	\$ 3,431,479 \$ -	\$ \$	2,254,156
TOTAL REVENUES	\$	1,196,974	\$	3,132,144	\$ 3,431,479	\$	2,254,156
EXPENDITURES							
PERSONAL SERVICE SUPPLIES & MATERIALS OTHER SERVICES & CHARGES GRANTS, CONTRIBUTION & CONT.	\$	30,086 - 12,873 1,133,875	\$	107,432 2,000 16,268 3,006,444	\$ 77,347 2,000 16,268 3,335,864	\$	118,872 2,000 11,875 2,121,409
TOTAL EXPENDITURES	\$	1,176,834	\$	3,132,144	\$ 3,431,479	\$	2,254,156
				D (0367,0378,0383)			
	ED BTRIKE	MEMORIAL GRA		0 (0307,0376,0303)			
REVENUES							
2019 JAG 2020 JAG EDWARD BYRNE MEM JUSTICE GRANT	\$	- 115,302 -	s	244,071 98,251 -	244,071 98,251 -	\$	
TOTAL REVENUES	\$	115,302	s	342,322	\$ 342,322	\$	
EXPENDITURES							
OTHER SERVICES AND CHARGES GRANTS, CONTRIBUTION CAPITAL OUTLAY	\$	- 115,302	s	13,245 287,772 41,305	\$ 5,553 295,106 41,663		
TOTAL EXPENDITURES	\$	- 115,302	\$	342,322			

		2021-2022		2022-2023		2022-2023		2023-2024
		Actual		Adopted		Revised		Adopte
	TITLE I	II AGING (125)						
REVENUES								
TITLE IIIB OUTREACH	\$	31,579	\$	31,579	s	31,579	\$	31,579
TITLE IIIB TRANSPORTATION		248,389		152,365		152,365		152,365
TITLE III CONGREGATE MEALS		162,441		160,441		160,441		160,441
SSBG TITLE XX HOME DELIVERY		481,197		354,706		354,706		354,706
INTEREST EARNED ON REPOS				11,104		11,104		11,104
GRANTS & DONATIONS OTHER DEPARTMENTS								
TITLE III CONGREGATE DONATION				-		- 150		- 150
TITLE XX-TRANSPORTATION DONATION				-		-		-
APPLIED FUND BALANCE/R.E.				367,287		463,310		381,048
TRANSFERS IN/FROM GENERAL FUND		22,773						
TOTAL REVENUES	\$	946,379	\$	1,077,632	\$	1,173,655	\$	1,091,393
PERSONAL SERVICE SUPPLIES & MATERIALS OTHER SERVICES & CHARGES CAPITAL OUTLAY TOTAL EXPENDITURES G.O.PUB II	\$ \$ MPROVEMENT	180,461 656,890 313,610 - 1,150,961 T CONSTRUCTI	\$	173,651 576,776 325,205 2,000 1,077,632 ID (148)		173,651 576,776 421,228 2,000 1,173,655	-	187,412 576,776 325,205 2,000 1,091,393
REVENUES								
	s		\$	3,290,619	\$	3,290,619	\$	3,290,619
INTERGOVERNMENT-STATE (MDOT-LYNCH)	Ŷ							
	\$		\$	3,290,619	\$	3,290,619	\$	3,290,619
			\$		\$	3,290,619	\$	3,290,619
TOTAL REVENUES			\$		\$	3,290,619	\$	3,290,619
INTERGOVERNMENT-STATE (MDOT-LYNCH) TOTAL REVENUES EXPENDITURES OTHER SERVICES & CHARGES			s	3,290,619				3,290,619
TOTAL REVENUES	\$					3,290,619 3,282,881 7,738		3,290,619 3,282,881 7,738

- \$

\$

3,290,619 \$

3,290,619 \$

TOTAL EXPENDITURES

3,290,619

		2021-2022 Actual		2022-2023 Adopted		2022-2023 Revised		2023-2024 Adopted
G	.O. BONDS 1998 C	ONSTRUCTION	FUND	(156)				
REVENUES								
APPLIED FUND BALANCE/R.E.				10,793		10,793		
Total Revenues	\$		s	10,793	\$	10,793	\$	
EXPENDITURES								
OTHER SERVICES & CHARGES OPERATING TRANSFERS	\$	- 11,143	s	10,793 -	\$	10,793	\$	
TOTAL EXPENDITURES	\$		s	10,793	s	10,793	\$	
	INFRASTRUCT	URE BOND 202	:0 (157))				
REVENUES								
INTEREST EARNED ON REPOS APPLIED FUND BALANCE/R.E.		227,249		- 23,511,541		- 16,899,568		85,000 9,768,959
TOTAL REVENUES	\$	227,249	\$	23,511,541	\$	16,899,568	\$	9,853,959
EXPENDITURES								
OTHER SERVICES & CHARGES GRANTS, CONTRIBUTION & CONT. CAPITAL OUTLAY	\$	60 - 8,214,557	\$	9,872 22,642,736 858,933	\$	9,872 5,611,981 11,277,715	S	9,872 8,900,154 943,933
TOTAL EXPENDITURES	\$	8,214,617	\$	23,511,541	\$	16,899,568	\$	9,853,959
G.C	. BONDS 2008 STRE	ET CONSTRUCT	ON FUN	VD (168)				
REVENUES								
APPLIED FUND BALANCE/R.E.	\$		\$	1,735	\$	1,735	\$	1,735
TOTAL REVENUES	\$		\$	1,735	\$	1,735	s	1,735
EXPENDITURES								
OTHER SERVICES & CHARGES	\$		\$	1,735	\$	1,735	s	1,735
TOTAL EXPENDITURES	\$		\$	1,735	\$	1,735	\$	1,735

		2021-2022 Actual		2022-2023 Adopted		2022-2023 Revised		2023-2024 Adopted
	CAPITAL STREET	2-WAY PROJE	CT (01	71)				
REVENUES								
APPLIED FUND BALANCE/R.E.	\$		\$	774	\$	774	\$	774
TOTAL REVENUES	\$		\$	774	\$	774	s	774
EXPENDITURES								
OTHER SERVICES & CHARGES CAPITAL OUTLAY	s	9,535 200,272	\$	774	\$	774	\$	774
TOTAL EXPENDITURES	\$	209,808	\$	774	\$	774	\$	774
	1% INFRAST	TRUCTURE TAX (173)					
REVENUES								
1% INFRATRUCTURE TAX APPLIED FUND BALANCE/R.E.	s	16,224,916	\$	16,123,280	\$	16,123,280	\$	16,122,280
PMTS FROM OTHER FUNDS				- 4,935,307		4,935,307		4,935,307
TOTAL REVENUES	S	16,224,916	\$	21,058,587	\$	21,058,587	\$	21,057,587
EXPENDITURES								
OTHER SERVICES & CHARGES	s	2,522,182	\$	7,979,541	\$	7,979,541	\$	7,979,541
GRANTS, CONTRIBUTION & CONT. CAPITAL OUTLAY		2,749,019		5,425,706 3,483,819		2,429,664 6,479,861		5,425,706 3,483,819
OPERATING TRANSFERS		4,162,611		4,169,521		4,169,521		4,168,521
TOTAL EXPENDITURES	\$	9,433,812	\$	21,058,587	\$	21,058,587	\$	21,057,587
	MADISON	SEWER FUND (1)	74)					
REVENUES								
TRANSFER IN/FROM WATER/SEWER	s		s	125,000	\$	125,000	\$	125,000
TOTAL REVENUES	S		\$	125,000	\$	125,000	\$	125,000
EXPENDITURES								
PERSONAL SERVICE	s		s	35,000	s		\$	35,000
SUPPLIES & MATERIALS OTHER SERVICES & CHARGES		- 50,736		6,000 44,000		- 125,000		6,000 44,000
CAPITAL OUTLAY				40,000		- 120,000		40,000
TOTAL EXPENDITURES	\$	50,736	s	125,000	\$	125,000	\$	125,000

		2021-2022 Actual		2022-2023 Adopted		2022-2023 Revised		2023-202 Adopte
RIDGE	LAND-WEST SEW	A <mark>ge disposal c</mark>	&M FUN	D (175)				
EVENUES								
RANSFER IN/FROM WATER/SEWER	\$	-	s	30,000	s	30,000	\$	30,000
TOTAL REVENUES	\$	*)	S	30,000	s	30,000	\$	30,00
XPENDITURES								
PERSONAL SERVICE SUPPLIES & MATERIALS DTHER SERVICES & CHARGES CAPITAL OUTLAY	S	:	\$	5,000 5,000 15,000 5,000	S	0 30,000 0	S	5,00 5,00 15,00 5,00
TOTAL EXPENDITURES	\$		S	30,000	S	30,000	s	30,00
w	ATER/SEWER CAP	IMPROVEMENT	NOTE (1	78)				
REVENUES	0							
APPLIED FUND BALANCE/R.E.		2	16	1,200,607	13	222,306	0	133,05
OTAL REVENUES	3	*	S	1,200,607	S	222,306	5	133,05
XPENDITURES								
OTHER SERVICES & CHARGES GRANTS, CONTRIBUTION & CONT.	\$	532,574	S	661,615 538,992	S	222,306	\$	133,05
TOTAL EXPENDITURES	s	532,574	\$	1,200,607	S	222,306	\$	133,05
	JACKSON TR	IANSIT SYSTEM	187)					
REVENUES								
DOT-FTA FORMULA GRANT 5307 MDOT REIMBURSEMENT ARP -TA CARES	S	2,969,607 480,000 1,185,707 541,411	S	5,986,391 480,000 -	\$	5,986,391 480,000 - -	S	5,986,39 480,00 1,000,00
TA 5339 B TA CIG		1		4,301,754		4,301,754		4,301,75
ATRAN FARE REVENUES ALE OF SCRAP METAL		332,235 152		400,000		400,000		400,00
PPLIED FUND BALANCE/R.E. RANSFERS IN/FROM GENERAL FUND	ő. 	2,391,411		1,0 <mark>46,14</mark> 2 1,898,609		3,747,237 1,898,609		1,072,11 1,898,60
OTAL REVENUES	s	7,900,522	s	<mark>15,362,8</mark> 96	\$	18,063,991	s	16,388,86
XPENDITURES	10							
ERSONAL SERVICE SUPPLIES & MATERIALS DTHER SERVICES & CHARGES CAPITAL OUTLAY	S	388,752 630,944 6,972,595 826,178	S	731,869 728,925 9,337,102 4,565,000	\$	731,869 1,260,330 10,795,464 5,276,328	S	757,84 728,92 10,337,10 4,565,00
OTAL EXPENDITURES	s	8,818,469	\$	15,362,896	\$	18,063,991	s	16,388,86

		2021-2022 Actual		2022-2023 Adopted	2022-2023 Revised	2023-2024 Adopted
201	12 G.O. NOTE-CAP	ITAL PROJECT F	UND (1	90)		
REVENUES						
APPLIED FUND BALANCE/R.E.	s		s	752,253 \$	752,253 \$	752,253
TOTAL REVENUES	s		s	752,253 \$	752,253 \$	752,253
EXPENDITURES	<u> </u>					
OTHER SERVICES & CHARGES GRANTS, CONTRIBUTION & CONT.	s		s	429,413 \$ 260,653	260,653	429,413 260,653
CAPITAL OUTLAY				62,187	62,187	62,187
TOTAL EXPENDITURES	\$		\$	752,253 \$	752,253 \$	752,253
FON	IDREN BUSINESS	IMPROVEMENT	FUND	(192)		
REVENUES						
CURRENT REALTY TAXES	\$	259,898	s	398,581 \$	513,351 \$	398,581
TOTAL REVENUES	\$	259,898	s	398,581 \$	513,351 \$	398,581
EXPENDITURES GRANTS, CONTRIBUTION & CONT.	s	259,898		398,581 \$	512 251	200 501
TOTAL EXPENDITURES	<u> </u>	259,898		398,581 \$	513,351 513,351 \$	398,581
	-		-			
	MUSEUM TO M	ARKET PROJECT	(351)			
REVENUES						
INTERGOVERNMENT - STATE (MDOT)	s		s	- S		
APPLIED FUND BALANCE/R.E.	s		s	. s	54,620 54,620 \$	
TOTAL REVENUES	3		3	- 3	04,020 ş	
EXPENDITURES						
OTHER SERVICES & CHARGES CAPITAL OUTLAY	\$	72,389	s	- S	54,620 \$:
TOTAL EXPENDITURES	s	72,389	s	- S	54,620 \$	
					<u> </u>	
KABO	DOM GRANT-PLAY	GROUND EQUI	PMENT	(354)		
REVENUES						
KABOOM-PLAYGROUND EQUIPMENT	\$		\$	38,151 \$	38,151 \$	38,151
TOTAL REVENUES	\$		\$	38,151 \$	38,151 \$	38,151
EXPENDITURES						
OTHER SERVICES & CHARGES	s		s	- s	- \$	
GRANTS, CONTRIBUTION & CONT.				38,151	38,151	38,151
TOTAL EXPENDITURES	\$		\$	38,151 \$	38,151 \$	38,151

		2021-2022 Actual		2022-2023 Adopted		2022-2023 Revised		2023-2024 Adopted
	SIEMEN SET	TTLEMENT (376	8)					
REVENUES	_							
SETTLEMENT SIEMEN	\$		\$	1,849,836	\$	7,658,384	\$	5,496,787
TOTAL REVENUES	\$		\$	1,849,836	\$	7,658,384	\$	5,496,787
EXPENDITURES	_							
OTHER SERVICES & CHARGES GRANTS, CONTRIBUTION & CONT.	\$	1,160,216 -	\$	1 1,849,835	\$	5,831,646 1,826,738	\$	3,670,049 1,826,738
TOTAL EXPENDITURES	\$	1,160,216	\$	1,849,836	\$	7,658,384	\$	5,496,787
	TIGER	GRANT (357)						
REVENUES								
TIGER GRANT	s	1,771	\$	5,738,434	\$	5,738,434	\$	5,738,434
TOTAL REVENUES	\$	1,771	\$	5,738,434	\$	5,738,434	\$	5,738,434
EXPENDITURES								
OTHER SERVICES & CHARGES CAPITAL OUTLAY	\$	•	s	5,738,434 -	\$	5,738,434 -	\$	5,738,434
TOTAL EXPENDITURES	\$		\$	5,738,434	\$	5,738,434	\$	5,738,434
BL	IGHT ELIMIN	ATON GRANT	(360)					
REVENUES	_							
INTERGOVERNMENTAL - FEDERAL APPLIED FUND BALANCE/R.E.	\$	1,589,268 -	s	300,646	\$	656,234 1,303,954	\$	1,861,029
TOTAL REVENUES	\$	1,589,268	\$	300,646	\$	1,960,188	\$	1,861,029
EXPENDITURES								
OTHER SERVICES & CHARGES GRANTS, CONTRIBUTION & CONT.	s	448 188,092	\$	- 300,646	\$	1,196 1,958,992	\$	909 1,860,120
TOTAL EXPENDITURES	\$	188,540	\$	300,646	\$	1,960,188	\$	1,861,029
GRA	ND GULF E	MERGENCY P	LAN	INING (0365)				
REVENUES								
INTEREST APPLIED FUND BALANCE/R.E. TRANSFERS IN/FROM GENERAL FUND	\$	- - 40,000	\$	31 2,238,862 160,000	\$	31 2,238,862 160,000	\$	31 813,862 160,000
TOTAL REVENUES	\$	40,000	\$	2,398,893	\$	2,398,893	\$	973,893
EXPENDITURES OTHER SERVICES & CHARGES	- s	_	s	31	e	31	¢	31
DIFIENT SERVICES DEBT SERVICES GRANTS, CONTRIBUTION & CONT. OPERATING TRANSFER	•		3	31 - 898,862 1,500,000	ð	31 - 898,862 1,500,000	÷	- 898,862 75,000
CAPITAL OUTLAY								
TOTAL EXPENDITURES	\$		\$	2,398,893	\$	2,398,893	\$	973,893

		2021-2022 Actual		2022-2023 Adopted		2022-2023 Revised		2023-2024 Adopted
	MODERNIZ	ZATION TAX (3	72)					
REVENUES								
MODERN TAX APPLIED FUND BALANCE/R.E.	\$	7,273,675	\$	9,849,040 -	\$	9,849,040 -	\$	9,849,040 -
TOTAL REVENUES	\$	7,273,675	\$	9,849,040	\$	9,849,040	\$	9,849,040
EXPENDITURES								
OTHER SERVICES & CHARGES GRANTS, CONTRIBUTION & CONT. OPERATING TRANSFER CAPITAL OUTLAY	\$	-	S	115,632 8,027,438 - 1,705,970	\$	1,929,500 1,699,708 - 6,219,832	s	115,632 6,850,041 1,177,397 1,705,970
TOTAL EXPENDITURES	s		\$	9,849,040	\$	9,849,040	\$	9,849,040
REVENUES ASPEN INSTITUTE NLC GT CAO RWJ FOUNDATION	\$	- - 223,956	s	- - 223,956	s		s	25,552 700 20,700
CHICAGO JOBS GRANT RAND APPLIED FUND BALANCE/R.E.		- 10,000 -		- 10,000 130,842		- 10,000 51,953		7,200 10,000 -
TOTAL REVENUES	\$	233,956	s	364,798	\$	61,953	\$	64,152
EXPENDITURES								
SUPPLIES & MATERIALS OTHER SERVICES & CHARGES	\$	1,317 302,846	s	20,552 344,246	\$	20,552 41,401	s	20,552 43,600
TOTAL EXPENDITURES	\$	304,163	\$	364,798	\$	61,953	\$	64,152
1	DFA JACKSON ZO	D BOND (374,40	01,402,4	404)				
Revenues								
DFA- JACKSON ZOO BOND DFA- LIVINGSTON PARK DFA-HICO AND NORTHGATE DFA- PETE BROWN	\$	- 100,000 150,000 500,000	S	86,387 100,000 150,000 478,482	S	86,387 100,000 143,580 357,280	S	86,387 62,704 80,215 162,100

\$

\$

\$

7,559 \$

149,141 \$

ŝ

141,581

187,082 \$

9,000 \$

814,869 \$

618,787

182,441 \$

9,000 \$

687,247 \$

495,806

Expenditures

SUPPLIES & MATERIALS

Total Expenditures

OTHER SERVICES & CHARGES CAPITAL OUTLAY 795

107,811

283,420

391,406

		2021-2022 Actual		2022-2023		2022-2023		2023-2024
	A	Actual RPA (391)		Adopted		Revised		Adopted
REVENUES	_							
CORONAVIRUS RECOVERY FUNDS		11,198,219		30,439,805		30,439,805		13,705,946
TOTAL REVENUES	\$	11,198,219	\$	30,439,805	\$	30,439,805	\$	13,705,946
EXPENDITURES	_							
PERSONAL SERVICES	\$	1,000,874	s	2,929,803	\$	2,929,803	\$	
OTHER SERVICES & CHARGES		55,200		266,310		15,415,810		266,928
GRANTS, CONTRIBUTION & CONT. OPERATING TRANSFER		950,000 2,200,000		27,243,692		12,094,192		11,453,196
CAPITAL OUTLAY								1,985,822
TOTAL EXPENDITURES	\$	4,206,074	\$	30,439,805	\$	30,439,805	\$	13,705,946
	SAKI	GRANT (388)						
REVENUES	_							
2020 SAKI GRANT DOJ		165,138		547,896		1,014,455		824,841
TOTAL REVENUES	\$	165,138	\$	547,896	\$	1,014,455	\$	824,841
EXPENDITURES	_							
PERSONAL SERVICES	s	165,138	s	270,690	s	370,564	s	268,626
SUPPLIES & MATERIALS				5,000		100,200		18,733
OTHER SERVICES & CHARGES CAPITAL OUTLAY	s	1	s	272,206	s	543,691	\$	537,482
TOTAL EXPENDITURES	\$	165,138	s	547,896	s	1,014,455		824,841
	<u> </u>	,			Ţ		<u> </u>	
D	A JACKSO	ON FIRE BOND	(389)					
REVENUES	_							
FIRE SB296	\$	225,000	\$		\$		\$	
TOTAL REVENUES	\$	225,000	\$		\$		\$	
EXPENDITURES	_							
CAPITAL OUTLAY	\$	225,000	s		\$		\$	
TOTAL EXPENDITURES	\$	225,000	s		s		\$	

		2021-2022		2022-2023		2022-2023	2023-2024
		Actual		Adopted		Revised	Adopted
NLC MU	NICIPAL REIMA		M GRA				
REVENUES							
NLC REIMAGINING COMM GRANT		475,000		475,000		475,000	669,353
TOTAL REVENUES	\$	475,000	\$	475,000	\$	475,000	\$ 669,353
EXPENDITURES							
PERSONAL SERVICES SUPPLIES & MATERIALS	\$		s	221,887 5,000	s	221,887 5,000	\$ 162,955 7,500
OTHER SERVICES & CHARGES GRANTS, CONTRIBUTION & CONT.	s	-	s	73,113	s	73,113	\$ 323,898
TOTAL EXPENDITURES	\$		s	475,000	s	475,000	\$ 669,353
	LIBRAF	Y FUND (399)					
REVENUES							
CURRENT REALTY TAX CURRENT PERSONAL DELINQUENT REALTY	\$	1,235,930 616,285 21,841	\$	1,213,702 593,756 -	\$	1,213,702 593,756	\$ 1,203,387 631,133
DELINQUENT PERSONAL AD VALOREM TAX ON AUTOMOBILE		3,995		236,847		236,847	213,856
AIRCRAFT HOMESTEAD EXEMPTION HOMESTEAD EXEMPTION CHARGEBACK		276 60,255 347		22,240		- 22,240 -	- 18,169 -
TOTAL REVENUES	\$	2,166,673	\$	2,066,545	\$	2,066,545	\$ 2,066,545
EXPENDITURES							
OTHER SERVICES & CHARGES GRANTS, CONTRIBUTION & CONT.	\$	118,039 1,947,008	s	119,537 1,947,008	s	119,537 1,947,008	\$ 119,537 1,947,008
TOTAL EXPENDITURES	\$	2,065,047	\$	2,066,545	\$	2,066,545	\$ 2,066,545

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

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

Council Member Grizzell moved adoption; Vice President Lee seconded.

President Banks recognized **Council Member Lindsay** who moved, seconded by **Council Member Grizzell** to go into Closed Session to discuss "personnel matters within the Office of the Clerk of Council". The motion prevailed by the following vote:

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

President Banks announced to the public that the Council voted to go into Closed Session to discuss "Personnel Matters within the Office of the Clerk of the Council".

During Closed Session, **Council Member Lindsay** moved and **Council Member Hartley** seconded to go into Executive Session to discuss "Personnel Matters within the Office of the Clerk of Council". The motion prevailed by the following vote:

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

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

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

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

Thereafter, **President Banks** announced all amendments made in Finance Committee to the FY 2023-2024 budget. **President Banks** moved, seconded by **Council Member Stokes** to amend Agenda Item No. 1 to include \$100,000.00 per Wards 1-7 from the modernization tax to paved streets fund 372 for the fiscal year 2023-2024. The motion prevailed by the following vote:

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

RESOLUTION APPROVING AND ADOPTING THE MUNICIPAL BUDGET FOR THE FISCAL YEAR 2023-2024.

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

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

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

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

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

WHEREAS, on August 17th and 24th of 2023, in the Mississippi Link and August 22nd and 29th in the Clarion Ledger, a notice of a public hearing on the proposed budget for the upcoming fiscal year for the City of Jackson, MS was advertised; and

WHEREAS, the required public hearing was advertised for and held on August 31, 2023, at 6:00 p.m. in Council Chambers located in City Hall, 219 South President Street, Jackson, Mississippi 39201; and

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

799

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

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

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

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

"Exhibit A"

ORDER ADOPTING MUNICIPAL BUDGET, FISCAL YEAR 2	2023-2024			
IT IS HEREBY ORDERED that the Municipal Budget for Fi	scal Year 2023-2024 is ado	ated as follows:		
CITY OF JACKSON, MISSISSIPPI BUDGET OF ESTIMATED REVENUES AND EXPENDITURES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024				
GENERAL FUND	(001,002,003,004,010,189,3			
	2021-202 Actua			2023-2024 Adopted
REVENUES				
LICENSES AND PERMITS:				
PRIVILEGE LICENSES - MISC		B \$ 100		
PRIVILEGE LICENSES	287,67		355,000	355,000
BUILDING PERMITS	635,87		685,309	685,309
A/C & DUCT PERMITS PLUMBING PERMITS	18,19		43,085	43,085 32.000
ELECTRIC PERMITS	21,35 121,54		156,509	156,509
GAS PERMITS	30,94		32,144	32,144
MAINTENANCE FEES	62		470	1,000
LANDSCAPE PERMITS	9		350	350
HISTORIC PRESERVATION	1,91	5 1,390	1,390	3,000
DANCE HALL & REC FEES	45		2,000	2,000
TRANSIT MERCHANTS	25		250	1,250
AIRCRAFT REGIST FEES	7,97		12,710	12,710
ADULT ENTERTAINMENT LICENSE SPECIAL EVENT FEE	1,84		3,000	3,000
SIGNMISC	1.80		527	7.527
SIGN PERMITS	27.19		35.850	35.850
SIGN REGISTRATION	8,98	9,260	260	300
SIGNS TEMPORARY	1,60	0 2,570	2,570	2,570
FIRE INSPECTIONS PERMITS	80,35		80,000	60,000
COMMERICAL BURN PERMIT	1,40		401	401
COMB. & FLAM. LIQUID PERMIT	6,60		7,400	7,400
FIREWORKS DISPLAY PERMIT ZONING PERMITS	1,35		900 38.834	900 38.834
TAXICAB LICENSE FEES	41,77		38,834	38,834
ANNUAL VEHICLE INSPECTION	10	5 500	500	500
TOTAL LICENSES & PERMITS	1,313,20	9 1,514,559	1,494,559	1,484,739
FINES AND FORFEITURES:				
MISDEMEANOR FINES	117,62	9 200,000	200,000	200,000
VEHICLE PARKING FINES	48,75		50,000	50,000
MOVING TRAFFIC VIOLATIONS	780,22		711,704	671,704
CITY COURT COST	3,02		6,425	6,425
WARRANT FEE ANIMAL CONTROL CITATIONS	53,66		69,439 1,387	69,439 1,387
MUNICIPAL COURT COMPUTER	9,01		9,766	9,766
MUNICIPAL COURT DRIVER IMPR FEE		35	-	35
ADMINISTRATIVE FEE - DEL C	159,74		184,683	184,683
CONTEMPT FEE - MUNICIPAL COURT	32,98	6 51,674	51,674	51,674
COMPUTERIZED CRIME PREVENTION- POLICE	9,77		11,115	11,115
MUNICIPAL COURT ENHANCEMENT	91,33		85,000	85,000
JACKSON ENCHANCEMENT FEE	45,67		49,976	49,976
BAD CHECK FEES DAILY STORAGE FEE - VEHICLE	43 75,02		1,153 60,000	1,153 62,139
WRECKER FEE	63.45		60,000	60.000
EXPUNGEMENT FEE - MUNICIPAL	1,80		8,650	8,650
JACKSON COLLECTION FEE	65,14		30,000	30,000
DOCKET FEE - MUNICIPAL COUT	47,10		70,535	70,535
DROPPED CHARGE FEE - MUN COURT	2,80		900	900
CASH BOND CLEARING ACCOUNT	7,75		5,091	5,091
REARRAIGNMENT FEE - MUN COURT TOTAL FINES AND FORFEITURES	9,90		9,833	9,833
TOTAL FINES AND FORFEITURES	1,625,42	2 1,677,366	1,677,331	1,639,505

	2021-2022 Actual	2022-2023 Adopted	2022-2023 Revised	2023-2024 Adopted
REVENUES				
FEDERAL				
POLICE OVERTIME - FBI/DEA GRANT	37,520	59,325	59,325	59,325
DEA - MS GULF COAST (HIDTA)	7,050	26,806	26,806	26,806
TROOPS-TO-COPS GRANT	26		-	
DEA - ASSEST & FORFEITURE	9,381	31,000	31,000	31,000
FEMA/MEMA DISASTER RECOVERY GRANT TOTAL INTERGOVERNMENTAL - FEDERAL	53,976	700,000 817,131	700,000 817,131	117,131
STATE				
ALCOHOL PERMITS - ABC	324,163	330,649	330,649	330,649
GASOLINE TAX	610,574	569,395	569,395	569,395
MUNICIPAL REVOLVING FUND	86,387	133,412	133,412	133,412
STATE FIRE PROTECTION	993,021			500,000
PRO-RATA STATE SALESTAX	28,529,830	30,301,072	30,301,072	31,969,801
SEWER GRANT REPMT - SALES HOMESTEAD EXEMPTION	2,979,041 1,743,567	319,711 1,808,881	319,711 1,808,881	1,808,881
HOMESTEAD EXEMPTION CHARGE	11,393	20,423	20.423	20,423
WIRELESS RADIO COMMUNICATION	-	101,763	101,763	101,763
BUS & TRUCK PRIVILEGE TAX	503,217	431,879	431,879	431,879
MDOT-LITTER PICKUP-JPD		12,660	660	12,660
OTHER STATE FUNDING			124,000	
TOTAL INTERGOVERNMENTAL - STATE	35,781,192	34,029,845	34,141,845	35,878,863
LOCAL				
PRO-RATA COUNTY ROAD TAX	709,568	670,284	670,284	670,284
SMITH ROBERTSON MUSEUM	6,516	3,300	3,000	3,300
TOTAL INTERGOVERNMENTAL - LOCAL	716,084	673,584	673,284	673,584
ADMISSIONS, FEES, RENTALS				
PASSPORT	74,129	6,058	6,058	70,058
TSA	56,580	33,395	33,395	33,395
ZOO GIFT SHOP ZOO ADMISSIONS	1		0 27,589	
ZOO VENDOR FEES			423	
AD VAL APP		100	100	100
SMALL CELL	1,000	3,500	3,500	3,500
PARKING METERS	29,731	100,000	100,000	100,000
LOCAL RECORDS FEE	3,165	3,669	3,669	3,669
CRASH REPORT	92,850	62,750	62,750	62,750
MUN AUD-THALIA MARA HALL RENT SMITH ROBERTSON MUSEUM - DONATION	188,437	156,625	156,625	156,625
SMITH ROBERTSON MUSEUM - DONATION SMITH ROBERTSON MUSEUM - ADMISSIONS	32 3,147	600 4,000	100 4,000	600 4,000
SMITH ROBERTSON MUS - ROOM RENT	1,434	5,425	5,425	5,425
SENIOR CENTER RESERVATION		1,200	200	1,200
SMITH ROBERTSON - GIFT SHOP	915	80	80	80
ARTS CTR - RENT ON COMMUNITY		4,100	100	4,100
PLANETARIUM-ADMISSION TAX EXEMPT			10	
PLANETARIUM-ADMISSIONS	-	-	21	-
CARNIVAL INSPECTION FEE DAYCARE FIRE INSPECTION-AF	700 7,300	50 5,880	50 5,880	50 5,880
FIRE WATER FLOW TEST FEE	3,400	2,800	2,800	2,800
FIRE REPORTS & ETC.	15,625	17,200	17,200	17,200
ACCIDENT REPORT FEE	44,275	124,171	124,171	124,171
BACKGROUND CHECK FEE	2,380	10,530	10,530	10,530
FINGERPRINTING	28,065	24,115	24,115	24,115
VERIFICATION OF RECORD FEE	22,040	17,789	17,789	17,789
		150	50	150
BAIL BONDSMAN APPLICANT	-		000 744	000 744
BAIL BONDSMAN APPLICANT TELECOMMUNICATION FRANCHISE AGREEM	324,041	380,741	383,741 31,100	380,741 31,100
BAIL BONDSMAN APPLICANT	324,041 78,600	380,741 31,100	31,100	31,100
BAIL BONDSMAN APPLICANT TELECOMMUNICATION FRANCHISE AGREEM RENTS AND ROYALTIES	324,041	380,741		
BAIL BONDSMAN APPLICANT TELECOMMUNICATION FRANCHISE AGREEM RENTS AND ROYALTIES TOWER RENTALS	324,041 78,600 4,204,485	380,741 31,100 4,250,000	31,100 4,269,100	31,100 4,250,000 2,323
BAIL BONDSMAN APPLICANT TELECOMMUNICATION FRANCHISE AGREEM RENTS AND ROYALTIES TOWER RENTALS RENT PISTOL RANGE	324,041 78,600 4,204,485 422	380,741 31,100 4,250,000 2,323	31,100 4,269,100 2,323	31,100 4,250,000 2,323
BAIL BONDSMAN APPLICANT TELECOMMUNICATION FRANCHISE AGREEM RENTS AND ROYALTIES TOWER RENTALS RENT PISTOL RANGE SPRINKLER-HYDRO STATIC-PUMP FIRE ALARM ACCEPTANCE TEST FIRE RE-INSPECTION	324,041 78,600 4,204,485 422 1,425 2,300 3,575	380,741 31,100 4,250,000 2,323 720 1,000 5,000	31,100 4,269,100 2,323 720	31,100 4,250,000 2,323 720 1,000 5,000
BAIL BONDSMAN APPLICANT TELECOMMUNICATION FRANCHISE AGREEM RENTS AND ROYALTIES TOWER RENTALS RENT PISTOL RANGE SPRINKLER-HYDRO STATIC-PUMP FIRE ALARM ACCEPTANCE TEST FIRE RE-INSPECTION FIRE KNOX	324,041 78,600 4,204,485 422 1,425 2,300 3,575 -	380,741 31,100 4,250,000 2,323 720 1,000 5,000 25	31,100 4,269,100 2,323 720 1,000 5,000	31,100 4,250,000 2,323 720 1,000 5,000 25
BAIL BONDSMAN APPLICANT TELECOMMUNICATION FRANCHISE AGREEM RENTS AND ROYALTIES TOWER RENTALS RENT PISTOL RANGE SPRINKLER-HYDRO STATIC-PUMP FIRE ALARM ACCEPTANCE TEST FIRE RE-INSPECTION FIRE KNOX FIRE SUPPRESSION SYSTEM TE	324,041 78,600 4,204,485 422 1,425 2,300 3,575 - 750	380,741 31,100 4,250,000 2,323 720 1,000 5,000 25 600	31,100 4,269,100 2,323 720 1,000 5,000 - 600	31,100 4,250,000 2,323 720 1,000 5,000 25 600
BAIL BONDSMAN APPLICANT TELECOMMUNICATION FRANCHISE AGREEM RENTS AND ROYALTIES TOWER RENTALS RENT PISTOL RANGE SPRINKLER-HYDRO STATIC-PUMP FIRE ALARM ACCEPTANCE TEST FIRE RE-INSPECTION FIRE KNOX	324,041 78,600 4,204,485 422 1,425 2,300 3,575 -	380,741 31,100 4,250,000 2,323 720 1,000 5,000 25	31,100 4,269,100 2,323 720 1,000 5,000	31,100 4,250,000 2,323 720 1,000 5,000 25

	2021-2022	2022-2023	2022-2023	2023-2024
SCHOOL TOURS FEE - FIRE MUSEUM	Actual	Adopted 1,476	Revised 476	Adopted 1,476
RENTAL INSPECTIONS		1,470	350	350
LAND RENTAL	12,012	10,000	10,000	10,000
TOTAL ADMISSIONS, FEES AND RENTALS	5,215,385	5,283,002	5,323,620	5,347,352
INTEREST REVENUES:				
INTEREST EARNED ON INVESTMENTS	329	11,399	1,399	11,399
INTEREST EARNED ON REPOS	133,941	382,338	310,626	382,338
TOTAL INTEREST EARNED ON INVESTMENTS	134,270	393,737	312,025	393,737
REVENUES				
MISCELLANEOUS INCOME:				
REIMBURSEMENT JSU POLICE	45,959	-	285	
CARES ACT SENATE BILL 3047 RENTAL & REGISTRY		1,400,000 551,572	1,400,000 551,572	786,679
CREDIT CARD OVERPAYMENT	520	-	-	
PUBLIC UTILITY FRANCHISE FEE	5,003,954	4,752,792	4,752,792	4,752,792
FRANCHISE CABLE TELEVISION	1,115,777	1,200,000	1,200,000	1,200,000
NUCLEAR POWER PLANTS	1,583,311	1,602,421	1,602,421	1,602,421
IN-LIEU-OF PROPERTY TAX	70,733	1,010,652	1,054,048	1,010,651
WATER/SEWER FRANCHISE FEE	972,534	972,534	972,534	972,534
SALE OF LAND SALE OF FIXED ASSETS	2,070 629,520	60,167	60,167	60,167
SALE OF FIXED ASSETS SALE OF SCRAP METAL	029,020	255,706	255,706 50	255,706
SMALL ANIMAL CONTROL	40	1,200	200	1,200
POLICE TRAINING REIMBURSEMENTS OTHER AGENCIES	39,600	20,000	20,000	20,000
POLICE-MISC	1,923	65,348	65,348	65,348
POLICE - SALE OF WEAPONS	7	15	15	15
UNION STATION TENANTS/JRA	92,600	102,379	102,379	102,379
PROCEEDS OF FORFEITURES GRANTS & DONATION	139,150	139,149	139,149	139,149
INDIRECT COST	121,999 2,357,913	189,567 2,680,223	290,067 2,680,223	280,640 2,680,223
OTHER DEPARTMENTS	131,091	90,148	98,148	90,148
I.D. BADGE	15	180	30	180
PARKING FEE - CITY EMPLOYEES	3,647	6,730	6,730	6,730
ADMIN. FEE - PAYROLL DEDUCTION	13,481	15,725	15,725	15,725
MS VALLEY REFUND	278	800	100	800
ENTERGY REFUND SCB REFUND	9	1,000	1,000	1,000
BUILDING & PERMIT - MISC.	90,467	220 110,957	20 110,957	220 110,957
PLUMBING EXAM	11,275	200	200	11,000
ELECTRICAL EXAM	10,000	100	100	100
PENALTY ON DEMO/GRASS/WEED	237,684	30,000	30,000	30,000
PLANNING-MISC			50	
SITE PLAN, REVIEW	16,485	16,157	16,157	16,157
SALE OF MAPS, PLANS, SPEC	79	158	158	158
SMITH ROBERSTON - NISSAN GRANT TRAFFIC	- 470	20,115	115	20,115 170
ABSTRACT FEES	6,765	6,961	6,961	6,961
FINANCE - M	-	10	10	10
CELLULAR REBATE	35,705	28,765	28,765	32,000
CITY CLERK	19,589	15,271	15,271	15,271
CEMETERIES				25,000
FIRE DEPARTMENT			194	
FIRE SAFETY EDUCATION PROGRAM	-		214	
PERFORMANCE CONTRACT REBATE INKIND FEES	23,300 23,715	- 29,237	- 29,237	- 29,237
PUBLICATION - MISC	-	7,089	189	7,089
MARY JONES DAYCARE	6,377	220	-	220
CAFETERIA PLAN - FLEXIBLE SPENDING		150,000	150,000	150,000
SETTLEMENT OF INSURANCE CLAIMS	2,056	75,000	99,350	75,000
PROCEEDS OF LONG TERM DEBT	-	375,850	794,501	375,850
FEES FOR LOST FUELMAN CARDS	395	181	181	181
TOTAL MISCELLANEOUS INCOME	12,810,492	15,984,969	16,551,389	14,950,183
OPERATING TRANSFERS IN:				
TRANSFER IN/FROM GENERAL FUND	225,908	312,867	322,867	314,779
TRANSFER IN/FROM OTHER FUNDS	1,643,149	5,296,000	5,296,000	1,528,200
TOTAL OPERATING TRANSFERS IN	1,869,057	5,608,867	5,618,867	1,842,979
TOTAL FROM ALL SOURCES OTHER THAN TAXATIO	59,519,088	65,983,060	66,610,051	62,328,073
TOTAL THOM ALL OUTPED UTTER THAN TAXATU	30,010,000	00,000,000	00,010,001	02,020,013

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	2021-2022	2022-2023	2022-2023	2023-202
	Actual	Adopted	Revised	Adopte
APPLIED FUND BALANCE		583,480	2,373,033	1,676,46
OTAL REVENUE FROM SOURCES OTHER THAN TAXATIO	59,519,088	66,566,540	68,983,083	64,004,53
AXES:				
REAL PROPERTY	35,810,357	36,453,639	36,453,639	36,643,49
PERSONAL PROPERTY	17,837,109	17,833,524	17,833,524	19,218,18
DELINQUENT REALTY	610,219	927,952	927,952	927,9
DELINQUENT PERSONAL	110,839	218,093	218,093	218,0
AUTOMOTIVE	6,712,898	7,113,706	7,113,706	6,511,9
MOTOR VEHICLE RENTAL TAX	811,566	784,544	784,544	784,54
NTEREST ON CURRENT	518,146	801,265	801,265	801,2
INTEREST ON PRIOR YEARS	668,005	614,406	614,406	614,40
RAIL CAR TAXES	63,090	64,473	64,473	64,43
TAX FORFEITED LAND	140,624	100,000	100,000	100,00
COMMUNITY IMPROVEMENT	29,031	100,000	100,000	8,00
TOTAL TAXES	63,311,886	65,011,602	65,011,602	65,892,3
DTAL AVAILABLE CASH AND ANTICIPATED				
EVENUE FROM ALL SOURCES \$	122,830,974 \$	131,578,142 \$	133,994,692 \$	129,896,93

		2021-2022		2022-2023		2022-2023		2023-2024
		Actual		Adopted		Revised		Adopted
		POLICE						
PERSONNEL SERVICES	\$	22,938,925	\$	29,626,628	\$	28,944,518	\$	29,142,720
SUPPLIES & MATERIALS OTHER SERVICES & CHARGES		2,477,136 1,775,002		2,550,155 1,778,717		3,059,099 1,790,017		2,493,296 1,796,121
CAPITAL OUTLAY		758,888		1,269,783		2,814,700		1,025,887
GRANTS, CONTRIBUTION		1,318,617		1,343,566		1,337,166		1,343,566
TRANSFERS AND OTHER FUNCTIONS		-		-		-		-
DEBT SERVICES		22,894		40,796		40,796		40,796
TOTAL	s	29,291,462	\$	36,609,645	\$	37,986,296	\$	35,842,386
		FIRE						
PERSONNEL SERVICES	s	20,859,514	s	21,639,631	s	21,639,631	s	22,643,637
SUPPLIES & MATERIALS	•	1,115,745	*	770,828	•	771,328	•	770,608
OTHER SERVICES & CHARGES		879,796		987,188		942,188		802,188
CAPITAL OUTLAY		634,373		754,138		1,274,087		939,138
GRANTS, CONTRIBUTION		-		69		69		69
DEBT SERVICES		62,498		52,058		52,058		52,057
TOTAL	S	23,551,926	\$	24,203,912	\$	24,679,361	\$	25,207,697
	PU	BLIC WORKS						
PERSONNEL SERVICES SUPPLIES & MATERIALS	\$	5,853,450 1,315,384	\$	7,117,588 2,152,222	\$	7,045,428 2,181,102	\$	8,188,553 1,602,879
OTHER SERVICES & CHARGES		2,333,888		4,160,871		4,158,601		3,521,842
CAPITAL OUTLAY		543,365		544,438		614,338		450,731
GRANTS, CONTRIBUTION		30,000		274,254		274,254		236,754
TRANSFERS AND OTHER FUNCTIONS		-		700,000		700,000		-
DEBT SERVICES		148,784		151,534		151,534		151,534
TOTAL	s	10,224,870	\$	15,100,907	\$	15,125,257	\$	14,152,293
		G & DEVELOPMEN						
	PLANNIN	3 & DEVELOPMEN						
PERSONNEL SERVICES	\$	2,174,628	\$	3,438,485	\$	3,438,485	\$	3,533,271
SUPPLIES & MATERIALS		67,719		129,165		136,030		120,205
OTHER SERVICES & CHARGES CAPITAL OUTLAY		3,766,500 147,435		4,682,656 109,500		4,690,388 96,882		4,747,716 108,000
GRANTS, CONTRIBUTION		71,660		71,675		69,696		71,675
								1,898,609
TRANSFERS AND OTHER FUNCTIONS		1,098,883		1,898,609		1,898,609		1,898,609
TRANSFERS AND OTHER FUNCTIONS DEBT SERVICES		1,098,883 238		1,898,609		1,898,609		1,898,609

MINUTE BOOK 6X

		2021-2022		2022-2023		2022-2023 Revised		2023-2024
		Actual		Adopted	_	Nevised		Adopted
	HUMAN & C	ULTURAL SERVI	CES					
PERSONNEL SERVICES	\$	1,569,471	\$	1,628,744	\$	1,628,744	\$	1,830,004
SUPPLIES & MATERIALS		92,235		102,328		102,828		102,628
OTHER SERVICES & CHARGES		548,113		602,120		629,335		626,796
CAPITAL OUTLAY GRANTS, CONTRIBUTION		469,477 278,233		487,713 380,000		559,998 390,861		402,621 290,000
TRANSFERS AND OTHER FUNCTIONS		394,598		89,963		79,102		69,102
DEBT SERVICES		37,370		30,340		30,340		20,939
TOTAL	\$	3,389,497	\$	3,321,208	\$	3,421,208	\$	3,342,090
	HUMA	N RESOURCES						
PERSONNEL SERVICES	s	858,680	s	890,082	s	890,082	\$	945,041
SUPPLIES & MATERIALS	÷	9,243		20,687	*	20,687	Ť	20,687
OTHER SERVICES & CHARGES		112,518		83,675		83,675		83,675
CAPITAL OUTLAY		41,007		61,036		61,036		61,036
GRANTS, CONTRIBUTION		1,309		1,337		1,337		86,178
TRANSFERS AND OTHER FUNCTIONS DEBT SERVICES		- 7,811		1,400,000 11,541		1,400,000 11,541		- 11,541
TOTAL								
IUIAL	\$	1,030,568	\$	2,468,358	\$	2,468,358	\$	1,208,158
	ADM	INISTRATION						
	800	INSTRATION						
PERSONNEL SERVICES	s	3,051,837	e	3,938,910	¢	3,938,910	¢	4.327.312
SUPPLIES & MATERIALS	*	33,140	•	44,270	•	53,575	•	44,270
OTHER SERVICES & CHARGES		1,009,295		1,333,828		1,324,523		1,358,828
CAPITAL OUTLAY				19,123		19,123		19,123
GRANTS, CONTRIBUTION		3,395		10,100		10,100		10,100
TOTAL	\$	4,097,667	\$	5,346,231	\$	5,346,231	\$	5,759,633
	0511504							
	GENERA	L GOVERNMENT						
PERSONNEL SERVICES	s	5,094,855	¢	5,245,799	¢	5,287,096	¢	5,843,072
SUPPLIES & MATERIALS	ą	69,915	9	225,242	9	247,342	Ŷ	229,122
OTHER SERVICES & CHARGES		4,660,375		6,102,167		6,056,770		7,574,492
CAPITAL OUTLAY		73,496		75,214		75,214		75,214
GRANTS, CONTRIBUTION		300,167		710,648		710,648		610,648
TRANSFERS AND OTHER FUNCTIONS DEBT SERVICES		7,136,451		11,557,768		11,957,768		9,543,859
DEDI SERVICES		2,381,317		1,876,749		1,876,749		1,371,160
TOTAL	\$	19,716,576	\$	25,793,587	\$	26,211,587	\$	25,247,567
	MUN	ICIPAL CLERK						
PERSONNEL SERVICES	\$	456,814	\$	587,604	\$	537,604	\$	571,546
SUPPLIES & MATERIALS		22,633		19,958		22,958		19,958
OTHER SERVICES & CHARGES		123,285		156,025		203,025		209,516
CAPITAL OUTLAY				45		45		45
TOTAL	\$	602,732	\$	763,632	\$	763,632	\$	801,065

		2021-2022 Actual		2022-2023 Adopted	2022-2023 Revised	2023-2024 Adopted
	INFORMA	TION TECHNOLOG	SY .			
PERSONNEL SERVICES	s		\$	2,505,201	\$ 2,505,201	\$ 2,717,960
SUPPLIES & MATERIALS OTHER SERVICES & CHARGES		412,150 2,319,189		578,206 1,999,914	429,107 2,129,013	557,708 1,927,439
CAPITAL OUTLAY		1,016,914		1,007,018	1,049,118	1,103,226
TRANSFERS AND OTHER FUNCTIONS		1,205,000		1,446,000	1,446,000	1,446,000
DEBT SERVICES		103,208		103,208	103,208	103,208
TOTAL	\$	7,595,552	\$	7,639,547	\$ 7,661,647	\$ 7,855,541
TOTAL GENERAL FUND EXPENDITURES	s	106,827,913	\$	131,578,142	\$ 133,994,692	\$ 129,896,931

		2021-2022 Actual	2022-2023 Adopted	2022-2023 Revised	2023-2024 Adopted
	PARKS AND R	ECREATION FUND	(005)		
REVENUES					
AIRCRAFT REGISTRATION	s	319	\$ 500	\$ 500	\$ 500
HOMESTEAD EXEMPTION		69,659	65,000	65,000	65,000
HOMESTEAD EXEMPTION CHARGEBACK		502	660	660	660
GROVE PARK GREEN FEES		-	10,000	10,000	10,000
GROVE PK ELEC. GOLF CART RENT			3,500	3,500	3,500
SONNY GUY GREEN FEES		77,514	87,000	87,000	87,000
SONNY GUY PK ELEC GLF CART REN		51,677	41,000	41,000	41,000
RANGE BALLS		15,645	13,800	13,800	13,800
SWIMMING FEES		1,922	3,391	3,391	3,391
ATHLETIC FEES GYM USER FEES		26,366	22,042	22,042	22,042
PARKS BUILDING RENTALS		14,721	13,500	13,500	13,500
PARKS FIELD RENTALS		11,301 1,410	13,500 5,500	13,500 5,500	13,500 5,500
PARKS CONCESSIONS		1,410	100	5,500	5,500
PARKS PROGRAMS REGISTRATION		4,048	5,000	5,000	5,000
JONES CENTER RENTAL		4,040	8,000	8,000	8,000
DANCE KARATE AEROBICS			1,000	1,000	1,000
PARKS-OTHER			2,000	2,000	2,000
VENDOR FEES - PARK EVENTS		550	600	600	600
ADMISSIONS /SUMMER FESTIVALS		1,645	2,500	2,500	2,500
MYNELLE GARDEN-PHOTOGRAPHY		200	300	300	300
MYNELLE GARDEN ADMISSIONS		2,532	3,000	3,000	3,000
MYNELLE GARDEN RENTAL			499	499	499
MYNELLE GARDEN WEDDINGS		3,800	3,800	3,800	3,800
MYNELLE GARDEN GIFT SHOP SALES		66	100	100	100
DONATIONS-SUMMER FESTIVALS		2,500	5,000	5,000	5,000
RENTS AND ROYALTIES		25,010	25,000	25,000	25,000
INTEREST EARNED ON INVESTMENTS		50	20	20	20
INTEREST EARNED ON REPOS		6,567	1,880	1,880	1,880
GRANTS & DONATIONS		16,500	11,414	11,414	11,414
OTHER DEPARTMENTS		7,420	2,100	2,100	2,100
CEMETERIES OPENING CLSG & MISC		20,250	25,000	25,000	-
TRANSFERS IN/FROM GENERAL FUND		3,517,168	4,635,646	4,635,646	4,329,332
TRANSFERS IN/FROM OTHER FUNDS			250,000	250,000	0
TOTAL REVENUE FROM SOURCES OTHER THAN TA		3,879,342	5,262,352	5,262,352	4,681,038
TAXES					
TAXES CURRENT REALTY TAXES		1,428,840	1,419,534	1,419,534	1,407,471
CURRENT PERSONAL TAXES		727,507	694,452	694,452	738,167
DELINQUENT REALTY TAXES		25,377	32,545	32,545	19,883
DELINQUENT PERSONAL TAXES		4,661	3,883	3,883	3,883
AD VALOREM TAX ON AUTOMOBILES		263,827	277,013	277,013	250,124
TOTAL TAXES		2,450,213	2,427,427	2,427,427	2,419,528
TOTAL AVAILABLE CASH AND					
ANTICIPATED REVENUE FROM ALL SOURCES	\$	6,329,554	\$ 7,689,779	\$ 7,689,779	\$ 7,100,566
EXPENDITURES					
PERSONAL SERVICE	s	3,912,123	\$ 5,139,821	\$ 5,095,241	\$ 4,828,814
SUPPLIES & MATERIALS	-	598,724	606,025	606,025	568,909
OTHER SERVICES & CHARGES		1,266,054	1,398,389	1,308,725	1,232,616
CAPITAL OUTLAY		209,043	484,505	618,749	409,188
OPERATING TRANSFERS		25,000	-	-	
DEBT SERVICE		51,443	61,039	61,039	61,039
TOTAL EXPENDITURES	\$	6,062,387	\$ 7,689,779	\$ 7,689,779	\$ 7,100,566
	-				

		2021-2022 Actual		2022-2023 Adopted		2022-2023 Revised		2023-2024 Adopted
BUSINE	ESS IMPROVEM	ENT TAX ASSES	SME	NT (007)				
REVENUES								
REAL PROPERTY TAXES	\$	1,082,354	\$	1,082,747	\$	1,082,747	\$	1,082,747
TOTAL REVENUES	\$	1,082,354	\$	1,082,747	\$	1,082,747	\$	1,082,747
EXPENDITURES								
GRANTS CONTRIBUTION &	\$	1,082,354	\$	1,082,747	\$	1,082,747	\$	1,082,747
TOTAL EXPENDITURES	\$	1,082,354	\$	1,082,747	\$	1,082,747	\$	1,082,747
	SANITATION/	LANDFILL FUND	(009)					
	VANITATION		(000)					
REVENUES								
LAND FILL CHARGES	s	118,781	s	120,883	s	120,883	\$	30,883
SPECIAL TRASH COLLECTION FEES		3,235		6,606		6,606		3,000
MS-DEQ GRANTS-SOLID WASTE GARBAGE PICKUP FEES		30,818 10,479,187		100,000 15,284,700		100,000 15,284,700		- 14,253,308
GARBAGE PICKUP FEES PRES.HILLS		252,085		272,231		273,142		318,000
INTEREST EARNED ON REPOS		170		20		20		20
RECYCLING PROGRAM		3,703		11,400		11,400		5,000
TRANSFERS IN/FROM GENERAL FUND		117,121		122,816		122,816		179,120
TOTAL REVENUES	\$	11,005,101	\$	15,918,656	\$	15,919,567	\$	14,789,331
EXPENSES								
PERSONAL SERVICE	s	678,343	¢	1,040,535	¢	1,040,535	¢	1,111,757
SUPPLIES & MATERIALS	\$	164,708	à	210,114	à	210,114	ş	206,985
OTHER SERVICES & CHARGES		8,751,186		13,127,467		13,541,467		13,130,589
CAPITAL OUTLAY		97,917		500,540		86,540		300,000
GRANTS, CONTRIBUTION				40,000		40,000		40,000
OPERATING TRANSFERS				1,000,000		1,000,000		
DEBT SERVICES		2,101				911		
TOTAL EXPENSES	\$	9,694,256	\$	15,918,656	\$	15,919,567	\$	14,789,331
	SENIOR /	IDES FUND (012)					
REVENUES								
NCSC SENIOR AIDES	s	511,919	s	469,616	s	469,548	\$	469,617
TRANSFER IN/FROM GENERAL FUND	-	74,969	<u> </u>	89,963	Č	69,102	Ť	69,102
TOTAL REVENUES	\$	586,888	\$	559,579	s	538,650	\$	538,719
EXPENDITURES								
PERSONNEL SERVICES	s	593,255	s	546,241	s	532,650	\$	525,381
SUPPLIES& MATERIALS		3,888	-	8,123	-	4,500		8,123
OTHER SERVICES AND CHARGES		737		5,215		1,500		5,215
CAPITAL OUTLAY								
TOTAL EXPENSES	\$	597,879	\$	559,579	\$	538,650	\$	538,719

		2021-2022 Actual		2022-2023 Adopted	2022-2023 Revised	2023-2024 Adopted
(CLAIMS FUND (018)					
REVENUES						
INTEREST EARNED ON INVESTMENTS INTEREST EARNED ON REPOS	\$	19,875 3,076	\$	50 -	\$ 50 -	\$ 50 -
APPLIED FUND BALANCE APPROPRIATION FROM GENERAL FUND		- 945,172		4,843,473 600,000	4,843,473 1,000,000	5,093,473 1,925,943
REVENUES	\$	968,122	\$	5,443,523	\$ 5,843,523	\$ 7,019,466
EXPENDITURES						
OTHER SERVICES AND CHARGES GRANTS, CONTRIBUTION	\$	850 951,917	Ş	5,723 5,437,800	\$ 5,723 5,837,800	\$ 5,723 7,013,743
TOTAL EXPENDITURES	\$	952,767	\$	5,443,523	\$ 5,843,523	\$ 7,019,466

BOND AND INTEREST FUND (020,0244,0249,0252,0253,0255,0256,0262,0263,0264,0266,0268,0272,0315,0316,0318,0386,0393,0435)

REVENUES	_					
CURRENT REALTY TAXES	\$	4,138,778	\$ 3,810,355	\$ 3,810,355	\$	2,917,253
CURRENT PERSONAL TAXES		1,970,185	1,812,394	1,812,394		1,484,871
DELINQUENT REALTY		82,828	2	2		1
DELINQUENT PERSONAL		17,513				
AD VALOREM TAX ON AUTOMOTIVE		782,657	734,256	734,256		511,632
AIRCRAFT REGISTRATION		868				
HOMESTEAD EXEMPTION		189,821	8,709	8,709		18,926
HOMESTEAD EXEMPTION		1,240				,
INTEREST EARNED ON INVESTMENTS		22,578				
COUNTY TAXES		328,265	222,000	316,797		222,000
APPLIED FUND BALA			493,971	493,971		1,534,106
TRANSFER IN/FROM OTHER FUNDS		8,575,372	15,570,646	15,666,248		15,265,872
PAYMENTS FROM OTHER FUNDS		275,497				
TOTAL REVENUE	\$	16,385,603	\$ 22,652,333	\$ 22,842,732	\$	21,954,661
EXPENDITURES						
EXPENDITORES	_					
OTHER SERVICES & CHARGES	s	9,625	\$ 18,246	\$ 19,246	\$	15,996
DEBT SERVICES		16,017,477	15,774,400	15,871,003		15,471,877
GRANTS, CONTRIBUTION						
TRANSFERS AND OTHER FUNCTIONS		4,688,258	6,859,687	6,952,483		6,466,788
TOTAL EXPENDITURES	s	20,715,360	\$ 22,652,333	\$ 22,842,732	¢	21,954,661

		2021-2022 Actual		2022-2023 Adopted		2022-2023 Revised		2023-202 Adopte
		Autual		маортеа		neviseu		маори
WATER/SEWE	RO&M FUN	D (030,031,033,211	,220,2	58,376,0392,500)				
REVENUES								
SEWER CONNECTION PERMITS	s	(1,561.11)	\$	60,971	\$	60,971	\$	60,97
SEWER CONNECTION		12,830		4,600		4,600		
NTEREST EARNED ON INVESTMENTS		29,291				2,000,000		
VATER CHARGES		28,245,516		6		6		29,623,5
VATER CHARGES-TRIANGLE		276,296		29,437,433		29,437,433		420,70
METER CHARGES		54,145		420,701		420,701		
EVELOPMENT CHARGES		42,855		11,630		11,630		71,8
METER INSTALLATION FEES		115,064		71,868		71,868		
METER INSTALLATION FEES		1,323		24,915		24,915		
EWER CHARGES		32,756,037		162		162		21,417,4
EWER CHARGES-TRIANGLE		295,568		21,417,493		21,417,493		507,2
MISCELLANEOUS		(1,677,487)		507,203		507,203		614,6
/ISCELLANEOUS-TRIANGLE				657,685		657,685		1,2
MADISON COUNTY WATER REVENUE		430,303		1,260		1,260		451,8
OLLECTION OF BAD DEBT		(2,404)		451,860		451,860		
ERVICE CONNECTIONS		55,452		119,819		119,819		119,8
V RANKIN METRO SEWER REVENUE		81,029		81,029		81,029		
YRAM SEWER REVENUE		238,998		150,000		150,000		
IDGELAND WEST SEWER REVENUE		1,062,820		126,519		126,519		126,5
ADISON COUNTY SEWER REVENUE		353,558		2,353,569		2,353,569		2,353,5
OREST WOODS UTILITY SEWER REVENUE				125,536		125,536		125,5
EACHATE DISPOSAL		181,540		50,000		50,000		50,0
OTHER DEPARTMENTS		2		1		1		
SETTLEMENT OF SIEMENS CLAIMS				1,849,836		7,658,384		5,496,7
ROCEEDS FROM LONG TERM DEBT		7,519,885		56,681,460		56,681,460		43,571,3
PPLIED FUND BALANCE				13,216,028		13,216,242		13,216,0
RANSFERS IN/FROM GENERTAL FUND		866,223		1,039,467		1,039,467		10,210,0
RANSFERS IN/FROM WATER/SEWER		30,995,216		55,690,760		55,690,760		48,135,1
RANSFERS IN/FROM WATER/SEWER		2,200,000		728,500		728,500		228,5
TOTAL REVENUES	s	104,132,497	\$	185,280,311	\$	193,089,073	\$	166,592,7
XPENDITURES								
ERSONAL SERVICES	\$	8,255,062	\$	9,369,088	\$	7,208,033	\$	3,925,8
UPPLIES		5,304,212		4,181,716		2,724,984		
THER SERVICES & CHARGES		20,593,244		18,574,774		30,480,142		29,708,5
APITAL OUTLAY		187,487		761,208		305,486		161,9
RANTS, CONTRIBUTION		1,110,058		16,048,397		16,025,300		16,025,3
RANSFERS AND OTHER FUNCTIONS		46,459,618		112,755,720		112,755,720		99,516,2
DEBT SERVICES		15,792,066		23,589,408		23,589,408		17,254,9
OTAL EXPENDITURES	s	97,701,747	s	185,280,311	\$	193,089,073	ŝ	166,592,7
	-	and successions.	1	. adapter	*	- steaters	7	

		2021-2022 Actual		2022-2023 Adopted		2022-2023 Revised		2023-202 Adopte
CAPITAL IMPROVEMENT	r fund	(047, 141, 213, 2	14,21	15, 216, 217 and 22	3)			
IEVENUES								
NTEREST EARNED ON INVESTMENTS	\$	3,234	\$	4,319	\$	4,319	s	4,31
NTERGOVERNMENTAL-FEDERAL- (MDOT)				1,613,016		1,613,016		1,613,01
NTERGOVERNMENTAL-STATE - (MDOT)(TRAFFIC)				157,516		157,516		157,51
NTERGOVERNMENTAL-STATE - (MDOT)				500,000		500,000		500,00
NTERGOVERNMENTAL-STATE - (MDOT)-MILL STREET NTERGOVERNMENTAL-STATE - (MDOT)-FONDERN ENHA				1,649,667 129,533		1,649,667 129,533		1,649,60
MPDD				13,032		13,032		13,0
MDOT MANY				2,888,750		2,888,750		2.093.4
ORT/WEB				1,264,764		1,264,764		1,264,76
NTERGOVERNMENTAL-LOCAL - (STREET RESURFACING)				34,110		34,110		34,11
BRANTS & DONATIONS				725		725		72
SETTLEMENT OF INS				106,966		106,966		106,9
PROCEEDS FROM LONG TERM DEBT				473,985		473,985		329,41
APPLIED FUND BALANCE				881,988		632,627		1,179,49
RANSFER IN/FROM GENERAL FUND RANSFER IN/FROM OTHER FUNDS		296,260		2,195,500		2,195,500		1,177,39
								1,177,0
OTAL REVENUES	\$	299,494	\$	11,913,871	\$	11,664,510	\$	10,253,43
ITHER SERVICES AND CHARGES APITAL OUTLAY IRANTS, CONTRIBUTION		35,181 1,660,817 -		5,755,045 5,660,990 452,632		5,485,419 6,117,605 16,282		5,485,41 3,522,79 1,200,01
TOTAL EXPENDITURES	\$	1,695,999	\$	11,913,871	\$	11,664,510	\$	10,253,42
1986, 1999, 2002, 2004, 2012 and 2013 WA REVENUES INTEREST EARNED ON REPOS	TER/SEV	VER CONSTRU	S S	N FUNDS (026, 032 -	2, 05 S	0, 051, 054, 400)) \$	
APPLIED FUND BALANCE				1,593,628		1,593,628		1,593,63
RANSFER IN/FROM WATER/SEWER		7,519,885		56,681,460		56,681,460		43,571,3
OTAL REVENUES	\$	7,519,885	\$	58,275,088	\$	58,275,088	\$	45,164,9
XPENSES								
ERSONAL SERVICES	\$		\$	15,000	\$	15,000	\$	15,0
SUPPLIES				1		1		
OTHER SERVICES AND CHARGES		4,645,401		6,674,576		6,674,576		6,500,03
CAPITAL OUTLAY		7,639,499		9,234,651		10,814,564		8,455,0
BRANTS, CONTRIBUTION				42,350,860		40,770,947		30,194,81
OTAL EXPENSES	s	12,284,900	\$	58,275,088	\$	58,275,088	s	45,164,9
	-		1		1			

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		2021-2022 Actual		2022-2023 Adopted	2022-2023 Revised		2023-2024 Adopted
				Адорлед	nevised		Адоргес
DIS/	ABILITY AI	ND RELIEF FUN	D (055)				
Revenues	_						
CURRENT REALTY TAXES	s	2,716,936	\$	1,901,590	\$ 1,901,590	\$	2,241,304
CURRENT PERSONAL TAXES		1,335,878		904,490	904,490		1,140,816
DELINQUENT REALTY TAXES		48,944		17,086	17,086		17,086
DELINQUENT PERSONAL TAXES		9,124		7,000.00	7,000.00		7,000.00
AD VALOREM TAX ON AUTOMOBILES		501,261		366,437	366,437		393,083
AIRCRAFT REGISTRATION		604		604.00	604.00		604.00
HOMESTEAD EXEMPTION		132,004		100,000	100,000		100,000
HOMESTEAD EXEMPTION CHARGEBACK		863		1,000	1,000		1,000
TOTAL REVENUES	\$	4,745,613	\$	3,298,207	\$ 3,298,207	\$	3,900,893
EXPENDITURES	_						
OTHER SERVICES AND CHARGES	\$		s		\$	\$	
GRANTS, CONTRIBUTION		4,745,613		3,298,207	3,298,207		3,900,893
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$	4,745,613	e	3,298,207	\$ 3,298,207	e	3,900,893

EMPLOYEES GROUP BENEFIT FUND (057)

REVENUES	_				
GROUP INSURANCE - ACTIVE EMPLOYEES		1,315,702	1,667,110	1,667,110	1,383,491
GROUP INSURANCE - RETIRED EMPLOYEES		70,234	82,414	82,414	68,181
GROUP INSURANCE-D&R RETIRED EMPLOYEES		939,399	903,156	903,156	780,000
GROUP INSURANCE - CITY MATCH		14,001,460	13,675,444	13,675,444	13,425,071
GROUP INSURANCE - FORMER EMPLOYEES		35,335	8,004	8,004	10,000
INSURANCE REFUND					
SETTLEMENT OF INSURANCE CLAIM CITY		894,753	610,445	610,445	216,165
TOTAL REVENUES	\$	17,256,882	\$ 16,946,573	\$ 16,946,573	\$ 15,882,908
EXPENDITURES					
	_				
OTHER SERVICES AND CHARGES	\$	17,256,883	\$ 16,946,573	\$ 16,946,573	\$ 15,882,908
TOTAL EXPENDITURES	\$	17,256,883	\$ 16,946,573	\$ 16,946,573	\$ 15,882,908

		2021-2022 Actual		2022-2023 Adopted		2022-2023 Revised		2023-2024 Adopted
E/	ARLY CHIL	DHOOD FUND	081)					
REVENUES	_							
USDA FOOD REVENUE (DAYCARE)	s	66,983	s		s		\$	
MARY JONES DAYCARE		207,388						
WESTSIDE DAYCARE DAYCARE PRIVATE CLIENT		148,241						
APPLIED FUND BALANCE/R.E.								
TRANSFERS IN/FROM GENERAL FUND		296,856						
TOTAL REVENUES	\$	719,468	\$		\$		\$	
EXPENDITURES	_							
PERSONAL SERVICE	s	757,743	s		s		s	
SUPPLIES & MATERIALS		44,465			·		-	
OTHER SERVICES & CHARGES CAPITAL OUTLAY		21,810						
CAPITAL OUTLAT								
TOTAL EXPENDITURES	\$	824,019	\$		\$		\$	
	CDBC	G FUND (085)						
REVENUES	_							
CDBG-HOUSING & COMMMUNITY DEVELOPMENT	\$	1,318,013	\$	6,095,141	\$	6,609,515	\$	6,159,684
CITY MATCHING FUNDS INTEREST EARNED ON REPOS		1,378,167 554		429,809 8,928		429,809 8,928		429,809 8,928
LEAD-BASED HAZARD GRANT		101,041.45		882,554		2,464,535		1,581,981
PROGRAM INCOME - MINCAP		7,267		1,242		1,242		4,000
APPLIED FUND BALANCE/R.E. TRANSFERS IN/FROM GENERAL FUND		- 33,495		40,194		40,194		- 53,736
TOTAL REVENUES	s	2,838,538	s	7,457,868	s	9,554,223	s	8,238,138
TO MERCENCED	<u> </u>	2,000,000	<u> </u>	1,401,000	*	0,004,220	÷	0,200,100
EXPENDITURES	_							
PERSONAL SERVICE	s	440,151	s	444,047	\$	555,464	s	530,689
SUPPLIES & MATERIALS		301,700		360,131		267,196		78,718
OTHER SERVICES & CHARGES GRANTS, CONTRIBUTION & CONT.		164,500 280,794		1,875,182 3,982,976		2,856,358 5,293,653		2,343,967 4,703,212
CAPITAL OUTLAY		1,723,361		795,532		581,552		581,552
TOTAL EXPENDITURES	\$	2,910,505	\$	7,457,868	\$	9,554,223	\$	8,238,138
EME	ERGENCY	HELTER GRAN	T (086)				
REVENUES	_							
EMERGENCY SHELTER GRANT	\$	165,526	\$	276,275	\$	335,757	\$	232,400
TOTAL REVENUES	\$	165,526	\$	276,275	\$	335,757	\$	232,400
EXPENDITURES	_							
PERSONAL SERVICE	s	11,677	s	46,451	s	34,478	s	17,397
GRANTS, CONTRIBUTION & CONT.	-	153,553	-	229,824	-	301,279	-	215,003
TOTAL EXPENDITURES	\$	165,230	\$	276,275	\$	335,757	\$	232,400

		2021-2022 Actual		2022-2023		2022-2023 Revised		2023-2024 Adopted
STAT	E GRANTS FUN),374,3	Adopted 98,403)		neviseu		Адоргед
Revenues								
POLICE TRAFFIC SERVICES	s	134,913	s	187,562	s	187,562	s	
JONES CENTER DHS ARPA		199,059						
WESTSIDE CENTER DHS ARPA		306,410						
SMALL BUSINESS SVOG		109,564						
DFA JACKSON ZOO DFA SB2971		3.000.000		86,387		86,387		86,387
MISSISSIPPI HUMANITIES COUNCIL		3,000,000		13,500		13,500		13,500
DFA SB2971 TOUGALOO		150,000		150,000		150,000		103,125
INTEREST EARNED		6,390		10,812		10,812		10,812
APPLIED FUND BALANCE				3,533,814		4,220,167		557,392
TOTAL REVENUES	\$	3,906,335	\$	3,982,075	\$	4,668,428	\$	771,216
EXPENDITURES								
PERSONAL SERVICES	s	218,913	s	186,984	\$	186,984	\$	
SUPPLIES & MATERIALS		106,417		22,822		92,947		75,125
OTHER SERVICES AND CHARGES		306,113		608,769		4,293,122		657,591
CAPITAL OUTLAY		35,878		3,163,500		95,375		38,500
TOTAL EXPENSES	\$	667,320	\$	3,982,075	\$	4,668,428	\$	771,216
м	ETRO MEDICAL	RESPONSE SYS	TEM (093)				
REVENUES								
MMRS GRANT - METRO MED RESPONSE	s		s	25,198	\$	25,198	\$	25,198
INTEREST ON INVESTMENT		114		200		200		200
TOTAL REVENUES	S	114		25,398		25,398		25,398
EXPENDITURES								
SUPPLIES & MATERIALS	s		\$	305	\$	305	s	305
GRANTS, CONTRIBUTION & CONT.				24,445		24,445		24,445
CAPITAL OUTLAY				648		648		648
TOTAL EXPENDITURES	\$		\$	25,398	\$	25,398	\$	25,398
LINE	MPLOYMENT C	OMPENSATION) (115)				
	INFECTIMENT C	UNITENSATION		(110)				
REVENUES								
INTEREST EARNED ON REPOS	s		\$	360	\$	360	\$	360
APPLIED FUND BALANCE/R.E.				148,653		148,653		148,653
TOTAL REVENUES	\$		s	149,013	\$	149,013	\$	149,013
EXPENDITURES								
OTHER SERVICES & CHARGES	\$	8,380	\$	8,380	\$	8,380	s	8,380
GRANTS, CONTRIBUTION & CONT.		102,855		140,633		140,633		140,633
TOTAL EXPENDITURES	e	111 225	e	149,013	e	149,013	e	149,013
IVIAL EXPENDITURES	ş	111,235	ş	149,013	ş	149,013	à	149,013

		2021-2022 Actual		2022-2023 Adopted		2022-2023 Revised		2023-2024 Adopted
	HOME	PROGRAM (120)						
REVENUES								
IOME PROGRAM	\$	197,580	\$	3,100,675	\$	3,146,286	\$	4,045,576
HOME - PROGRAM INCOME		24,309		2,000		946,901		2,00
APPLIED FUND BALANCE/R.E.								
TOTAL REVENUES	\$	221,889	\$	3,102,675	\$	4,093,187	\$	4,047,57
EXPENDITURES								
PERSONAL SERVICE	s	64,353	s	56,479	s	56,479	s	149,07
SUPPLIES & MATERIALS	•	34	•	7,851	•	7,732	•	8,65
OTHER SERVICES & CHARGES		7,204		16,132		8,928		17,22
GRANTS, CONTRIBUTION & CONT.		157,356		3,022,213		4,020,048		3,872,62
TOTAL EXPENDITURES	\$	228,948	\$	3,102,675	\$	4,093,187	\$	4,047,576
	HOPWA G	RANT FUND (122)						
REVENUES								
HOPWA GRANT -DEPT. OF HUD	\$	1,196,974		2,256,236		3,431,479		2,254,15
APPLIED FUND BALANCE/R.E.	\$		s	875,908	\$		\$	
TOTAL REVENUES	\$	1,196,974	\$	3,132,144	\$	3,431,479	\$	2,254,15
EXPENDITURES								
PERSONAL SERVICE	\$	30,086	s	107,432	s	77,347	\$	118,87
SUPPLIES & MATERIALS		-		2,000		2,000		2,000
OTHER SERVICES & CHARGES GRANTS, CONTRIBUTION & CONT.		12,873 1,133,875		16,268 3,006,444		16,268 3,335,864		11,879 2,121,409
TOTAL EXPENDITURES	\$	1,176,834	\$	3,132,144	\$	3,431,479	\$	2,254,15
	ED BYRNE	MEMORIAL GRAN	IT FUND	(0367,0378,0383))			
REVENUES								
2019 JAG	s		¢	244,071		244,071	¢	
2020 JAG	ð	- 115,302	J	98,251		244,071 98,251	¢	
EDWARD BYRNE MEM JUSTICE GRANT								
TOTAL REVENUES	\$	115,302	\$	342,322	\$	342,322	\$	
EXPENDITURES								

OTHER SERVICES AND CHARGES GRANTS, CONTRIBUTION	\$ - 115,302	\$ 13,245 287,772	\$ 5,553 295,106	\$:
CAPITAL OUTLAY	 	41,305	 41,663	
TOTAL EXPENDITURES	\$ 115,302	\$ 342,322	\$ 342,322	\$

\$ 31,579 152,365 160,441 354,706 11,104 - 150 367,287 - \$ 1,077,632	152,365 160,441 354,706 11,104 - 150 - 483,310	152,365 160,441 354,706 11,104 -
152,365 160,441 354,706 11,104 - - - 367,287	152,365 160,441 354,706 11,104 - 150 - 483,310	152,365 160,441 354,706 11,104 - - 381,048 -
152,365 160,441 354,706 11,104 - - - 367,287	152,365 160,441 354,706 11,104 - 150 - 483,310	152,365 160,441 354,706 11,104 - - 381,048 -
152,365 160,441 354,706 11,104 - - - 367,287	152,365 160,441 354,706 11,104 - 150 - 483,310	152,365 160,441 354,706 11,104 - - 381,048 -
160,441 354,706 11,104 - - 150 - 367,287	160,441 354,706 11,104 - - 150 - 463,310 -	160,441 354,706 11,104 - - 381,048
354,706 11,104 - - 150 - 367,287	354,706 11,104 - 150 - 463,310	354,700 11,104 - 150 - 381,044
11,104 - - 150 - 367,287 -	11,104 - - 150 - 463,310 -	11,104 - - - - - - - - - - - - - - - - - - -
- 150 - 367,287 -	- 150 - 463,310 -	- - - 381,044
- 150 - 367,287 -	- 150 - 463,310 -	150 - 381,048 -
150 - 367,287 -	150 - 463,310 -	150 - 381,048 -
- 367,287 -	463,310	381,044
367,287	463,310 -	381,04
,		
\$ 1,077,632	\$ 1,173,655	\$ 1,091,393
\$ 173,651	\$ 173.651	\$ 187,412
2,000		
\$ 1,077,632	\$ 1,173,655	\$ 1,091,39
0	0 576,776 0 325,205 2,000	0 576,776 576,776 0 325,205 421,228 2,000 2,000 1 \$ 1,077,632 \$ 1,173,655

TETETOLO	-				
INTERGOVERNMENT-STATE (MDOT-LYNCH)	\$		\$ 3,290,619	\$ 3,290,619 \$	3,290,619
TOTAL REVENUES	\$		\$ 3,290,619	\$ 3,290,619 \$	3,290,619
EXPENDITURES	_				
OTHER SERVICES & CHARGES GRANTS, CONTRIBUTION & CONT.	\$:	\$ 3,282,881 7,738	\$ 3,282,881 \$ 7,738	3,282,881 7,738
CAPITAL OUTLAY					
TOTAL EXPENDITURES	s		\$ 3,290,619	\$ 3,290,619 \$	3,290,619

		2021-2022 Actual		2022-2023 Adopted		2022-2023 Revised		2023-2024 Adopted
G.	O. BONDS 1998 C	ONSTRUCTION	FUND	(156)				
REVENUES								
APPLIED FUND BALANCE/R.E.				10,793		10,793		
Total Revenues	\$		s	10,793	s	10,793	6	
EXPENDITURES								
OTHER SERVICES & CHARGES OPERATING TRANSFERS	\$	- 11,143	\$	10,793 -	\$	10,793	5	
TOTAL EXPENDITURES	\$		\$	10,793	\$	10,793	6	
	INFRASTRUCT	URE BOND 202	0 (157))				
REVENUES								
INTEREST EARNED ON REPOS APPLIED FUND BALANCE/R.E.		227,249		- 23,511,541		- 16,899,568		85,000 9,768,959
TOTAL REVENUES	\$	227,249	\$	23,511,541	\$	16,899,568	3	9,853,959
EXPENDITURES								
OTHER SERVICES & CHARGES GRANTS, CONTRIBUTION & CONT. CAPITAL OUTLAY	\$	60 - 8,214,557	\$	9,872 22,642,736 858,933	\$	9,872 \$ 5,611,981 11,277,715		9,872 8,900,154 943,933
TOTAL EXPENDITURES	\$	8,214,617	\$	23,511,541	\$	16,899,568 \$	3	9,853,959
G.0	BONDS 2008 STRE	ET CONSTRUCT	ON FUI	VD (168)				
REVENUES								
APPLIED FUND BALANCE/R.E.	\$		\$	1,735	\$	1,735 \$		1,735
TOTAL REVENUES	\$		\$	1,735	\$	1,735 \$	}	1,735
EXPENDITURES								
OTHER SERVICES & CHARGES	\$		\$	1,735	\$	1,735 \$		1,735
TOTAL EXPENDITURES	\$		\$	1,735	\$	1,735 \$		1,735

		2021-2022 Actual		2022-2023 Adopted		2022-2023 Revised		2023-2024 Adopted
	CAPITAL STREET	2-WAY PROJE	CT (017	71)				
REVENUES								
APPLIED FUND BALANCE/R.E.	\$		\$	774	\$	774	\$	774
TOTAL REVENUES	s		\$	774	\$	774	s	774
EXPENDITURES								
OTHER SERVICES & CHARGES	s	9,535 200,272	\$	774	\$	774	s	774
TOTAL EXPENDITURES	s	209,808	\$	774	\$	774	\$	774
	1% INFRAST	TRUCTURE TAX (173)					
REVENUES								
1% INFRATRUCTURE TAX APPLIED FUND BALANCE/R.E.	s	16,224,916	\$	16,123,280	\$	16,123,280	\$	16,122,280
PMTS FROM OTHER FUNDS				4,935,307		4,935,307		4,935,307
TOTAL REVENUES	\$	16,224,916	\$	21,058,587	\$	21,058,587	\$	21,057,587
EXPENDITURES								
OTHER SERVICES & CHARGES GRANTS, CONTRIBUTION & CONT.	\$	2,522,182	\$	7,979,541 5,425,706	\$	7,979,541 2,429,664	\$	7,979,541 5,425,706
CAPITAL OUTLAY OPERATING TRANSFERS		2,749,019 4,162,611		3,483,819 4,169,521		6,479,861 4,169,521		3,483,819 4,168,521
TOTAL EXPENDITURES	\$	9,433,812	\$	21,058,587	\$	21,058,587	\$	21,057,587
	MADISON	SEWER FUND (1)	74)					
REVENUES								
TRANSFER IN/FROM WATER/SEWER	\$		\$	125,000	s	125,000	\$	125,000
TOTAL REVENUES	\$		S	125,000	\$	125,000	\$	125,000
EXPENDITURES								
PERSONAL SERVICE SUPPLIES & MATERIALS	\$		\$	35,000 6,000	s		\$	35,000 6,000
OTHER SERVICES & CHARGES CAPITAL OUTLAY		50,736		44,000 40,000		125,000		44,000 40,000
TOTAL EXPENDITURES	\$	50,736	s	125,000	\$	125,000	\$	125,000

		2021-2022 Actual		2022-2023 Adopted		2022-2023 Revised		2023-2024 Adopted
RIDG	ELAND-WEST SEW	AGE DISPOSAL (8M FU	IND (175)				
REVENUES								
TRANSFER IN/FROM WATER/SEWER	\$		s	30,000	s	30,000	\$	30,000
TOTAL REVENUES	\$		\$	30,000	\$	30,000	\$	30,000
EXPENDITURES								
PERSONAL SERVICE	s		\$	5,000	\$	-	\$	5,000
SUPPLIES & MATERIALS OTHER SERVICES & CHARGES				5,000 15,000		0 30,000		5,000 15,000
CAPITAL OUTLAY				5,000		0		5,000
TOTAL EXPENDITURES	\$		\$	30,000	\$	30,000	\$	30,000
w	VATER/SEWER CAP	IMPROVEMENT	NOTE	(178)				
REVENUES								
APPLIED FUND BALANCE/R.E.				1,200,607		222,306		133,056
TOTAL REVENUES	\$		\$	1,200,607	\$	222,306	\$	133,056
EXPENDITURES								
OTHER SERVICES & CHARGES GRANTS, CONTRIBUTION & CONT.	\$	532,574	\$	661,615 538,992	s	222,306	\$	133,056
TOTAL EXPENDITURES	\$	532,574	\$	1,200,607	\$	222,306	\$	133,056
	JACKSON TR	ANSIT SYSTEM	(187)					
REVENUES								
DOT-FTA FORMULA GRANT 5307	s	2,969,607	\$	5,986,391	s	5,986,391	s	5,986,391
MDOT REIMBURSEMENT		480,000		480,000	Ŧ	480,000		480,000
ARP FTA CARES		1,185,707 541,411				1		1,000,000
FTA 5339 B		-		4,301,754		4,301,754		4,301,754
FTA CIG JATRAN FARE REVENUES		-		1,250,000		1,250,000		1,250,000
SALE OF SCRAP METAL		332,235 152		400,000		400,000		400,000
APPLIED FUND BALANCE/R.E.				1,046,142		3,747,237		1,072,113
TRANSFERS IN/FROM GENERAL FUND		2,391,411		1,898,609		1,898,609		1,898,609
TOTAL REVENUES	\$	7,900,522	\$	15,362,896	\$	18,063,991	\$	16,388,867
EXPENDITURES								
PERSONAL SERVICE	s	388,752	s	731,869	\$	731,869	s	757,840
SUPPLIES & MATERIALS		630,944		728,925		1,260,330		728,925
OTHER SERVICES & CHARGES CAPITAL OUTLAY		6,972,595 826,178		9,337,102 4,565,000		10,795,464 5,276,328		10,337,102 4,565,000
TOTAL EXPENDITURES	\$	8,818,469	\$	15,362,896	\$	18,063,991	\$	16,388,867

	2021-2022 Actual		2022-2023 Adopted		2022-2023 Revised	2023-2024 Adopted	
2012 G.	O. NOTE-CA	PITAL PROJECT	FUND) (190)			
REVENUES							
APPLIED FUND BALANCE/R.E.	\$		s	752,253	s	752,253 \$	752,253
TOTAL REVENUES	\$		\$	752,253	s	752,253 \$	752,253
	-			100.440		100.440	100 110
OTHER SERVICES & CHARGES GRANTS, CONTRIBUTION & CONT.	s		s	429,413 260,653	2	429,413 \$ 260,653	429,413 260,653
CAPITAL OUTLAY				62,187		62,187	62,187
TOTAL EXPENDITURES	\$		\$	752,253	\$	752,253 \$	752,253
FONDRE	N BUSINESS	IMPROVEMENT	FUN	ID (192)			
REVENUES							
CURRENT REALTY TAXES	s	259,898	¢	398,581	¢	513,351 \$	398,581
TOTAL REVENUES	s	259,898		398,581	s	513,351 \$	398,581
I THE REPERIOLS	-	200,000	<u> </u>	000,001	<u> </u>	515,551 \$	555,501
EXPENDITURES	_						
GRANTS, CONTRIBUTION & CONT.	\$	259,898	\$	398,581	\$	513,351	398,581
TOTAL EXPENDITURES	\$	259,898	\$	398,581	\$	513,351 \$	398,581
м	JSEUM TO N	MARKET PROJEC	T (35'	1)			
REVENUES	_						
INTERGOVERNMENT - STATE (MDOT) APPLIED FUND BALANCE/R.E.	\$		\$		\$	- \$ 54,620	
TOTAL REVENUES	\$		\$		s	54,620 \$	
EXPENDITURES	_						
OTHER SERVICES & CHARGES CAPITAL OUTLAY	\$	72,389	\$		s	54,620 \$	
TOTAL EXPENDITURES	\$	72,389	\$		\$	54,620 \$	
KAROOM	CRANT PLA	YGROUND EQU	IDME	NT (254)			
KADUUM	GRANTER			(304)			
REVENUES	_						
KABOOM-PLAYGROUND EQUIPMENT	\$		\$	38,151	\$	38,151 \$	38,151
TOTAL REVENUES	\$		\$	38,151	\$	38,151 \$	38,151
EXPENDITURES							
OTHER SERVICES & CHARGES			s		s	- s	
GRANTS, CONTRIBUTION & CONT.	-		-	38,151	·	38,151	38,151
TOTAL EXPENDITURES	\$		\$	38,151	\$	38,151 \$	38,151

		2021-2022 Actual		2022-2023 Adopted	2022-2023 Revised	2023-2024 Adopted
	SIEMEN SE	ETTLEMENT (376	3)			
REVENUES	_					
SETTLEMENT SIEMEN	\$		\$	1,849,836 \$	7,658,384 \$	5,496,787
TOTAL REVENUES	\$		\$	1,849,836 \$	7,658,384 \$	5,496,787
EXPENDITURES	_					
OTHER SERVICES & CHARGES GRANTS, CONTRIBUTION & CONT.	s	1,160,216	s	1 \$ 1,849,835	5,831,646 \$ 1,826,738	3,670,049 1,826,738
TOTAL EXPENDITURES	\$	1,160,216	\$	1,849,836 \$	7,658,384 \$	5,496,787
	TIGER	GRANT (357)				
REVENUES						
TIGER GRANT	\$	1,771	\$	5,738,434 \$	5,738,434 \$	5,738,434
TOTAL REVENUES	\$	1,771	\$	5,738,434 \$	5,738,434 \$	5,738,434
EXPENDITURES						
OTHER SERVICES & CHARGES CAPITAL OUTLAY	\$	•	\$	5,738,434 \$ -	5,738,434 \$	5,738,434
TOTAL EXPENDITURES	s		\$	5,738,434 \$	5,738,434 \$	5,738,434
BL	IGHT ELIMI	NATON GRANT	(360)			
REVENUES	_					
INTERGOVERNMENTAL - FEDERAL APPLIED FUND BALANCE/R.E.	\$	1,589,268	\$	300,646 \$ -	656,234 \$ 1,303,954	1,861,029
TOTAL REVENUES	\$	1,589,268	s	300,646 \$	1,960,188 \$	1,861,029
EXPENDITURES	_					
OTHER SERVICES & CHARGES GRANTS, CONTRIBUTION & CONT.	s	448 188,092	\$	- \$ 300,646	1,196 \$	909 1,860,120
TOTAL EXPENDITURES	\$	188,540	s	300,646 \$	1,958,992	1,861,029
GRA	ND GULF I	EMERGENCY P	LANN	ING (0365)		
INTEREST	- s		s	31 \$	31 \$	31
APPLIED FUND BALANCE/R.E. TRANSFERS IN/FROM GENERAL FUND	•	40,000	•	2,238,862	2,238,862	813,862 160,000
TOTAL REVENUES	\$	40,000	\$	2,398,893 \$	2,398,893 \$	973,893
EXPENDITURES						
OTHER SERVICES & CHARGES	- s		s	31 S	31 S	31
DEBT SERVICES GRANTS, CONTRIBUTION & CONT.	•		Ĩ	- 898,862	- 898,862	- 898,862
OPERATING TRANSFER CAPITAL OUTLAY				1,500,000	1,500,000	75,000
ers (The GO Left)				-		-

		2021-2022 Actual	2022-2023 Adopted	2022-2023 Revised	2023-2024 Adopted
	MODERNIZ	ATION TAX (372	1		
			,		
REVENUES					
MODERN TAX APPLIED FUND BALANCE/R.E.	\$	7,273,675 \$	\$	\$ 9,849,040	\$ 9,849,040
TOTAL REVENUES	\$	7,273,675 \$	9,849,040	\$ 9,849,040	\$ 9,849,040
EXPENDITURES					
OTHER SERVICES & CHARGES GRANTS, CONTRIBUTION & CONT. OPERATING TRANSFER CAPITAL OUTLAY	\$	- S - -	\$ 115,632 8,027,438 - 1,705,970	\$ 1,929,500 1,699,708 - 6,219,832	\$ 815,632 6,150,041 1,177,397 1,705,970
TOTAL EXPENDITURES	\$	- \$			
	CAO	RANTS (373)			
REVENUES					
ASPEN INSTITUTE NLC GT CAO RWJ FOUNDATION	s	- S - 223,956	223,956	\$- -	\$ 25,552 700 20,700
CHICAGO JOBS GRANT RAND APPLIED FUND BALANCE/R.E.		- 10,000 -	- 10,000 130,842	- 10,000 51,953	7,200 10,000 -
TOTAL REVENUES	\$	233,956 \$	364,798	\$ 61,953	\$ 64,152
EXPENDITURES					
SUPPLIES & MATERIALS OTHER SERVICES & CHARGES	s	1,317 \$ 302,846	20,552 344,246	\$ 20,552 41,401	\$ 20,552 43,600
TOTAL EXPENDITURES	\$	304,163 \$	364,798	\$ 61,953	\$ 64,152
1	DFA JACKSON ZO	D BOND (374,401	,402,404)		
Revenues					
DFA- JACKSON ZOO BOND DFA- LIVINGSTON PARK DFA-HICO AND NORTHGATE DFA- PETE BROWN	S	- \$ 100,000 150,000 500,000	86,387 100,000 150,000 478,482	\$ 86,387 100,000 143,580 357,280	\$ 86,387 62,704 80,215 162,100
Total Revenues	\$	750,000 \$	814,869	\$ 687,247	\$ 391,406
Expenditures					
SUPPLIES & MATERIALS OTHER SERVICES & CHARGES	\$	7,559 \$ 141,581	\$ 187,082 618,787	\$ 182,441 495,806	\$ 107,811 283,420
CAPITAL OUTLAY	\$	- \$			
Total Expenditures	\$	149,141 \$	814,869	\$ 687,247	\$ 391,406

		2021-2022		2022-2023		2022-2023	2023-2024
	A	Actual RPA (391)		Adopted		Revised	Adopted
REVENUES							
CORONAVIRUS RECOVERY FUNDS		11,198,219		30,439,805		30,439,805	13,705,946
TOTAL REVENUES	s	11,198,219	\$	30,439,805	\$	30,439,805	\$ 13,705,946
EXPENDITURES							
PERSONAL SERVICES	\$	1,000,874	\$	2,929,803	\$	2,929,803	\$ -
OTHER SERVICES & CHARGES GRANTS, CONTRIBUTION & CONT.		55,200 950,000		266,310 27,243,692		15,415,810 12,094,192	266,928 11,453,196
OPERATING TRANSFER		2,200,000					
CAPITAL OUTLAY							 1,985,822
TOTAL EXPENDITURES	\$	4,206,074	\$	30,439,805	\$	30,439,805	\$ 13,705,946
	SAKI	GRANT (388)					
REVENUES							
2020 SAKI GRANT DOJ		165,138		547,896		1,014,455	824,841
TOTAL REVENUES	\$	165,138	\$	547,896	\$	1,014,455	\$ 824,841
EXPENDITURES							
PERSONAL SERVICES	\$	165,138	s	270,690	\$	370,564	\$ 268,626
SUPPLIES & MATERIALS				5,000		100,200	18,733
OTHER SERVICES & CHARGES CAPITAL OUTLAY	\$	1	s	272,206	s	543,691	\$ 537,482
TOTAL EXPENDITURES	\$	165,138	s	547,896	\$	1,014,455	\$ 824,841
	DFA JACKSO	n fire bond (389)				
REVENUES							
FIRE SB296	\$	225,000	\$		\$		\$
TOTAL REVENUES	\$	225,000	\$		\$		\$
EXPENDITURES							
EXPENDITURES CAPITAL OUTLAY	\$	225,000	\$		\$		\$

		2021-2022		2022-2023	_	2022-2023	_	2023-202
Mic Mi	NICIPAL REIMA	Actual	A COANT	Adopted		Revised		Adopte
NEC MO	NICIPAL REIMA	GINGING COM	M GRANT	(415)				
REVENUES								
NLC REIMAGINING COMM GRANT		475,000		475,000		475,000		669,353
TOTAL REVENUES	\$	475,000	\$	475,000	s	475,000	\$	669,353
EXPENDITURES								
PERSONAL SERVICES	s	-	s	221,887	s	221,887	\$	162,95
SUPPLIES & MATERIALS		-		5,000		5,000		7,50
OTHER SERVICES & CHARGES		-		73,113	~	73,113		323,89
GRANTS, CONTRIBUTION & CONT.	\$	-	\$	175,000	\$	175,000	\$	175,00
TOTAL EXPENDITURES	s	-	s	475.000	s	475.000	s	669,35
	LIBRAF	Y FUND (399)						
REVENUES	LIBRAF	RY FUND (399)						
	LIBRAF	RY FUND (399) 1,235,930	s	1,213,702	\$	1,213,702	\$	1,203,38
CURRENT REALTY TAX CURRENT PERSONAL		1,235,930 616,285	s	1,213,702 593,756	\$	1,213,702 593,756	\$	
CURRENT REALTY TAX CURRENT PERSONAL DELINQUENT REALTY		1,235,930 616,285 21,841	\$	593,756	s		Ş	
CURRENT REALTY TAX CURRENT PERSONAL DELINQUENT REALTY DELINQUENT PERSONAL		1,235,930 616,285 21,841 3,995	ş	593,756	s	593,756 - -	Ş	631,13
CURRENT REALTY TAX CURRENT PERSONAL DELINQUENT REALTY DELINQUENT PERSONAL AD VALOREM TAX ON AUTOMOBILE		1,235,930 616,285 21,841 3,995 227,745	\$	593,756 - 236,847	\$	593,756	s	631,13 - - 213,85
CURRENT REALTY TAX CURRENT PERSONAL DELINQUENT REALTY DELINQUENT PERSONAL AD VALOREM TAX ON AUTOMOBILE AIRCRAFT		1,235,930 616,285 21,841 3,995 227,745 276	\$	593,756 - - 236,847 -	s	593,756 - - 236,847 -	49	631,13 - - 213,85 -
REVENUES CURRENT REALTY TAX CURRENT PERSONAL DELINQUENT REALTY DELINQUENT PERSONAL AD VALOREM TAX ON AUTOMOBILE AIRCRAFT HOMESTEAD EXEMPTION HOMESTEAD EXEMPTION CHARGEBACK		1,235,930 616,285 21,841 3,995 227,745	\$	593,756 - 236,847	\$	593,756 - 236,847	\$	213,85
CURRENT REALTY TAX CURRENT PERSONAL DELINQUENT REALTY DELINQUENT PERSONAL AD VALOREM TAX ON AUTOMOBILE AIRCRAFT HOMESTEAD EXEMPTION HOMESTEAD EXEMPTION CHARGEBACK		1,235,930 616,285 21,841 3,995 227,745 276 60,255	-	593,756 - 236,847 - 22,240		593,756 - 236,847 - 22,240		631,13 - 213,85 - 18,16
CURRENT REALTY TAX CURRENT PERSONAL DELINQUENT REALTY DELINQUENT PERSONAL AD VALOREM TAX ON AUTOMOBILE AIRCRAFT HOMESTEAD EXEMPTION	\$	1,235,930 616,285 21,841 3,995 227,745 276 60,255 347	-	593,756 - 236,847 - 22,240		593,756 - 236,847 - 22,240		631,13 - 213,85 - 18,16
CURRENT REALTY TAX CURRENT PERSONAL DELINQUENT REALTY DELINQUENT PERSONAL AD VALOREM TAX ON AUTOMOBILE AIRCRAFT HOMESTEAD EXEMPTION HOMESTEAD EXEMPTION CHARGEBACK TOTAL REVENUES	\$	1,235,930 616,285 21,841 3,995 227,745 276 60,255 347	-	593,756 - 236,847 - 22,240		593,756 - 236,847 - 22,240		631,13 - 213,85 - 18,16
CURRENT REALTY TAX CURRENT PERSONAL DELINQUENT REALTY DELINQUENT PERSONAL AD VALOREM TAX ON AUTOMOBILE AIRCRAFT HOMESTEAD EXEMPTION HOMESTEAD EXEMPTION CHARGEBACK TOTAL REVENUES EXPENDITURES DTHER SERVICES & CHARGES	\$	1,235,930 616,285 21,841 3,995 227,745 276 60,255 347	\$	236,847 22,240 2,066,545		593,756 - 236,847 - 22,240	\$	631,13 - 213,85 - 18,16
CURRENT REALTY TAX CURRENT PERSONAL DELINQUENT REALTY DELINQUENT PERSONAL AD VALOREM TAX ON AUTOMOBILE AIRCRAFT HOMESTEAD EXEMPTION HOMESTEAD EXEMPTION CHARGEBACK TOTAL REVENUES	\$	1,235,930 616,285 21,841 3,995 227,745 276 60,255 347 2,166,673	\$	236,847 22,240 2,066,545	\$	593,756 236,847 22,240 2,066,545	\$	631,13 - 213,85 - - 18,16 - - 2,066,54

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

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

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

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ORDINANCE AMENDING CHAPTER 2, ARTICLE V, DIVISION 6 OF THE JACKSON CODE OF ORDINANCES.

WHEREAS, Section 21-8-13 of the Miss. Code Ann. specifically authorizes the City Council to "...appoint a clerk of the council and deputy clerks, as necessary, who shall compile the minutes and records of its proceedings, its ordinances and resolutions as this chapter requires, and perform such duties as may be required by law...."; and

WHEREAS, the City of Jackson ("City"), by ordinance, delineated the number of chief deputy clerks of council and deputy clerks of council, as well as the duties to be performed by the same in Chapter 2, Article II, Division 4 of the Jackson Code of Ordinances; and

WHEREAS, the Jackson City Council finds it in the best interest of the City to amend Section 2-135 of the Jackson Code of Ordinances to increase the number of Chief Deputy Clerks of Council from three (3) to seven (7); and

WHEREAS, the Jackson City Council finds that Section 2-135 of the Jackson Code of Ordinances should be amended as follows:

Sec. 2-135. - Deputy Clerks of the Council.

<u>Seven</u> chief deputy clerk<u>s</u> of the council and seven or more deputy clerks of the council may be employed and assigned to provide clerical support and to perform such other duties as required by councilmembers. These clerks shall be appointed in the same manner as the clerk of the council.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, that Section 2-135 of the Jackson Code of Ordinances is amended to read as follows:

Sec. 2-135. - Deputy Clerks of the Council.

Seven chief deputy clerks of the council and seven or more deputy clerks of the council may be employed and assigned to provide clerical support and to perform such other duties as required by councilmembers. These clerks shall be appointed in the same manner as the clerk of council.

Vice President Lee moved adoption; President Banks seconded.

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

ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF THE CLERK OF THE COUNCIL FROM RANGE 33 TO RANGE 35.

WHEREAS, the governing authorities for the City of Jackson adopted a compensation plan on or about September 22, 1998 which is found in Minute Book 4Y; and

WHEREAS, the City Council has compared salaries on the classification of the Clerk of Council; and

WHEREAS, a salary survey was conducted on the aforementioned classifications and inquires sent to: City of Hattiesburg, Mississippi and City of Biloxi, Mississippi; and

WHEREAS, the response from the Cities surveyed concerning the median salary paid for the position of the Clerk of Council was within the range of \$45,000.00 - \$81,649.00; and

WHEREAS, it is recommended that the range established for the Clerk of Council to be modified to range 35 with annual salary of \$63,486.92 - \$76, 873.56; and

WHEREAS, the Office of the Clerk of Council has the funds in their budget to cover the recommended pay range increases.

IT IS, THEREFORE, ORDERED that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended that Clerk of Council be modified to range 35 with annual salary of \$63,486.92 - \$76,873.56.

IT IS FURTHER ORDERED that the pay plan amendments stated shall become effective immediately consistent with the provisions of Section 21-8-21(2).

Vice President Lee moved adoption; Council Member Hartley seconded.

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

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ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF THE DIRECTOR OF PLANNING AND DEVELOPMENT FROM RANGE 38 TO RANGE 50.

823

WHEREAS, the governing authorities for the City of Jackson adopted a compensation plan on or about September 22, 1998 which is found in Minute Book 4Y; and

WHEREAS, the City Council has compared salaries on the classification of the Director of Planning and Development; and

WHEREAS, a salary survey was conducted on the aforementioned classifications and inquires sent to: City of Hattiesburg, Mississippi, City of Biloxi, Mississippi, City of Merdian, Mississippi and City of Gulfport, Mississippi; and

WHEREAS, the response from the Cities surveyed concerning the median salary paid for the position of the Director of Planning and Development was within the range of \$107,806 to \$144,076; and

WHEREAS, it is recommended that the range established for the Director of Planning and Development be modified to range 50 with annual salary of \$105,758.99 - \$128,511.92; and

WHEREAS, the Department of Planning and Development has the funds in their budget to cover the recommended pay range increases.

IT IS, THEREFORE, ORDERED that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended that Planning and Development be modified to range 50 with annual salary of \$105,758.99 - \$128,511.92.

IT IS FURTHER ORDERED that the pay plan amendments stated shall become effective immediately consistent with the provisions of Section 21-8-21(2).

Vice President Lee moved adoption; Council Member Hartley seconded.

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

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Note: Council Member Grizzell left the meeting.

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There came on for Introduction, Agenda Item No. 5:

ORDER REPEALING THE ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI CODIFIED AS DIVISION 1: ARTICLE VI-SECTION 2-531 OF THE CODE OF ORDINANCES, CITY OF JACKSON, MISSISSIPPI. President Banks recognized Council Member Hartley requested that the Council suspend the rules to adopt said item.

President Banks recognized **Council Member Hartley** moved, seconded by **Vice President Lee**, to suspend the rules to make said item effective immediately. The motion prevailed by the following vote:

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

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

ORDER REPEALING THE ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI CODIFIED AS DIVISON 1: ARTICLE VI – SECTION 2-531 OF THE CODE OF ORDINANCES, CITY OF JACKSON, MISSISSIPPI. **WHEREAS**, the City Council of the City of Jackson, Mississippi adopted an Ordinance "Internal Auditor" for the City of Jackson, Mississippi; and

WHEREAS, said Ordinance is codified as Jackson, Mississippi Code of Ordinances, Division 1: Article VI – Section 2-531 and currently reads as follows:

Sec. 2-531. - Internal auditor; duties.

There is hereby established a separate office of the internal auditor which shall not be under the supervision of the previously established departments. The internal auditor and his assistants shall work under the direction and supervision of the mayor as well as report to the request of the audit committee, and shall be subject to the provisions of such other ordinances as shall be adopted regarding such office.

The division of internal audit shall provide independent, objective assurance and consulting activity designed to promote adequate systems of internal controls in compliance with laws, regulations, policies, procedures and agreements through reviews and analyses of city services and activities. Primary duties shall include financial auditing, fraud detection and prevention, evaluation of internal controls, compliance auditing, internal consulting, and assistance with the physical counting of inventories. The division of internal audit shall conduct special reviews/audits, programmatic reviews/audits, forensic/audits at the request of the internal audit committee, the mayor, the city council, director of city departments.

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

The ordinance establishing a separate office of the internal auditor, codified as Division 1 Article VI, Sectional 2-531 of the Code of Ordinances, City of Jackson, Mississippi, shall be, and the same is hereby, repealed in its entirety.

Vice President Lee moved adoption; Council Member Hartley seconded.

President Banks recognized **Catoria Martin**, **City Attorney**, who stated that amendments were needed in said ordinance. The ordinance needed to be amended to read in the THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THAT: to read as follows: "Pursuant to Miss. Code Ann. Section 21-13-11, this Order shall be certified by a municipal clerk, signed by the mayor or a majority of all the members of the governing body, recorded in the ordinance book, and published at least one (1) time in some newspaper published in such municipality, ...and all of same shall be done before such ordinance shall be effective. In addition, in accordance with Miss. Code Ann. Section 21-13-11, this Order shall be effective thirty (30) days after passage and publication."

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Vice President Lee moved; seconded by Council Member Hartley, to amend said order to reflect the changes as stated by City Attorney Catoria Martin. The motion prevailed by the following vote:

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

Note: Council Member Grizzell returned to the meeting.

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

ORDER REPEALING THE ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI CODIFIED AS DIVISON 1: ARTICLE VI – SECTION 2-531 OF THE CODE OF ORDINANCES, CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the City Council of the City of Jackson, Mississippi adopted an Ordinance "Internal Auditor" for the City of Jackson, Mississippi; and

WHEREAS, said Ordinance is codified as Jackson, Mississippi Code of Ordinances, Division 1: Article VI – Section 2-531 and currently reads as follows:

Sec. 2-531. - Internal auditor; duties.

There is hereby established a separate office of the internal auditor which shall not be under the supervision of the previously established departments. The internal auditor and his assistants shall work under the direction and supervision of the mayor as well as report to the request of the audit committee, and shall be subject to the provisions of such other ordinances as shall be adopted regarding such office.

The division of internal audit shall provide independent, objective assurance and consulting activity designed to promote adequate systems of internal controls in compliance with laws, regulations, policies, procedures and agreements through reviews and analyses of city services and activities. Primary duties shall include financial auditing, fraud detection and prevention, evaluation of internal controls, compliance auditing, internal consulting, and assistance with the physical counting of inventories. The division of internal audit shall conduct special reviews/audits, programmatic reviews/audits, forensic/audits at the request of the internal audit committee, the mayor, the city council, director of city departments.

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

The ordinance establishing a separate office of the internal auditor, codified as Division 1 Article VI, Sectional 2-531 of the Code of Ordinances, City of Jackson, Mississippi, shall be, and the same is hereby, repealed in its entirety. Pursuant to Miss. Code Ann. Section 21-13-11, this Order shall be certified by a municipal clerk, signed by the mayor or a majority of all the members of the governing body, recorded in the ordinance book, and published at least one (1) time in some newspaper published in such municipality, ...and all of same shall be done before such ordinance shall be effective. In addition, in accordance with Miss. Code Ann. Section 21-13-11, this Order shall be effective thirty (30) days after passage and publication.

Vice President Lee moved adoption; Council Member Hartley seconded.

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

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The following reports/announcements were provided during the meeting:

Council Member Lindsay announced the following:

• Thanks to everyone that help get the budget done.

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There being no further business to come before the City Council, it was unanimously voted to adjourn until Regular Council Meeting at 10:00 a.m. on September 12, 2023. At 11:43 a.m., the Council stood adjourned.

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PREPARED BY:

APPROVED:

CLERK OF COUNCIL

COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

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REGULAR MEETING OF THE CITY COUNCIL TUESDAY, SEPTEMBER 12, 2023 10:00 A.M.

BE IT REMEMBERED that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on September 12, 2023, being the second Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Aaron Banks, Ward 6, Council President; Angelique Lee, Vice-President, Ward 2; Ashby Foote, Ward 1; Kenneth Stokes, Ward 3; Brian Grizzell, Ward 4; Vernon Hartley, Ward 5 and Virgi Lindsay, Ward 7. Directors: Chokwe Antar, Lumumba, Mayor; Shanekia Jordan, Clerk of Council; Victor Allen, Chief Deputy Clerk of Council and Catoria Martin, City Attorney.

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

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The invocation was offered by Dr. Pastor Donyea Hargrove of a Different World Church.

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

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND TRIARC MANAGEMENT SERVICES LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASHAND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-336 LOCATED AT 2434 VERNON DRIVE – PARCEL #837-11 – \$8,800.00.

WHEREAS, the State of Mississippi received 2434 Vernon Drive due to delinquent taxes; and

WHEREAS, said property must be maintained and conditions that constitute a menace to public health, safety and welfare remedied; and

WHEREAS, on August 17, 2023, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-22-336 located at 2434 Vernon Drive parcel #837-11 in Ward 5 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS, TriArc Management Services LLC submitted the lowest bid and through its Member, Stacey Stowers, has agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 2434 Vernon Drive for the sum of \$8,800.00; and

WHEREAS, TriArc Management Services LLC has a principal office address of 644 E. Rhinewalt Road, Lena, Mississippi 39094 according to the information appearing on the Mississippi Secretary of State's website.

> Consent Agenda Item #7 9.26.2023 (S.Jordan, Banks)

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a contract with TriArc Management Services LLC to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 2434 Vernon Drive deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$8,800.00 shall be paid to TriArc Management Services LLC for the services provided from funds budgeted for the Division.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-1011 LOCATED AT 1623 BARRETT AVE. PARCEL #162-281 – \$3,439.00.

WHEREAS, on May 23, 2023, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on February 07, 2023 for Case #CE-22-1011 located at 1623 Barrett Ave. parcel #162-281 in Ward 5 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 1623 Barrett Ave. and

WHEREAS, Four Seasons Enterprises, LLC., Inc. submitted the lowest bid of \$3,439.00; and

WHEREAS, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

WHEREAS, upon receipt of a written Notice to Proceed Four Seasons Enterprises, LLC. through its representative, Robert Love, has agreed to demolish the structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 1623 Barrett Ave. in an amount not to exceed 3,439.00; and

WHEREAS, Four Seasons Enterprises, LLC, Inc. has a principal office located at 4612 Medgar Evers Blvd Jackson, MS 39213, according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Four Seasons Enterprises, LLC to demolish the structure and remedy conditions on the property located at 1623 Barrett Ave. deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to 3,439.00 shall be paid to Four Seasons Enterprises, LLC upon the completion of the services provided from funds budgeted for the Division.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITYOF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASHAND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTYWHICHCONSTITUTE AMENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21- 1984 LOCATED AT 1028 BARBARA ANN DR PARCEL #633-210 – \$5,888.00.

WHEREAS, on August 02, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on July 12, 2022, for Case #CE-21-1984 located at 1028 Barbara Ann Dr parcel #633-210 in Ward 6 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 1028 Barbara Ann Dr; and

WHEREAS, Love Trucking Co., Inc. submitted the lowest bid of \$ 5,888.00; and

WHEREAS, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

WHEREAS, upon receipt of a written Notice to Proceed, Love Trucking Co., Inc. through its representative, Dennis Love, has agreed to demolish the structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 1028 Barbara Ann Dr. in an amount not to exceed 5,888.00; and

WHEREAS, Love Trucking Co., Inc. has a principal office located at 761 Woodlake Dr. Jackson, MS 39206, according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Love Trucking CO., Inc to demolish the structure and remedy conditions on the property located at 1028 Barbara Ann Dr. deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed 5,888.00 shall be paid to Love Trucking CO., Inc. upon the completion of the services provided from funds budgeted for the Division.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-2163 LOCATED AT 2831 KINGWOOD AVE PARCEL #606-133 – \$6,000.00.

WHEREAS, on May 23,2023, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on February 7, 2023 for Case #CE-22-2163 located at 2831 Kingswood Ave. parcel #606-133 in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 2831 Kingswood Ave.; and

WHEREAS, Four Seasons Enterprises, LLC.,. submitted the lowest bid of \$6,000.00; and

WHEREAS, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

WHEREAS, upon receipt of a written Notice to Proceed Four Seasons Enterprises, LLC through its representative, Robert Love, has agreed to demolish the structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 2831 Kingswood Ave. in an amount not to exceed \$6,000.00; and

WHEREAS, Four Seasons Enterprises, LLC, has a principal office located at 4612 Medgar Evers Blvd Jackson, MS 39213, according to the information appearing on the Mississippi Secretary of State's website.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Four Seasons Enterprises, LLC to demolish the structure and remedy conditions on the property located at 2831 Kingswood Ave. deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to \$6,000.00 shall be paid to Four Seasons Enterprises, LLC upon the completion of the services provided from funds budgeted for the Division.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

APPROVAL OF THE AUGUST 15, 2023 REGULAR COUNCIL MEETING MINUTES.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

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APPROVAL OF THE AUGUST 15, 2023 SPECIAL COUNCIL MEETING MINUTES.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

APPROVAL OF THE AUGUST 21, 2023 REGULAR ZONING COUNCIL MEETING MINUTES.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

APPROVAL OF THE AUGUST 22, 2023 SPECIAL COUNCIL MEETING MINUTES.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

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There came for Introduction, Agenda Item No. 11:

AN ORDINANCE TO AMEND CHAPTER 86 - OFFENSES AND MISCELLANEOUS PROVISIONS ARTICLE I. - IN GENERAL ADDING SECTION 86-22 CONCERNING WEARING MASKS/HOODS WHILE CARRYING HAND GUNS IN PUBLIC PLACES AND PROVIDING PENALTIES FOR VIOLATIONS. Said item was pulled at the request of **President Banks**.

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ORDER APPROVING CLAIMS NUMBER 29287 to 29339 APPEARING AT PAGES 677 TO 699 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF \$9,219,775.25 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 29287 to 29339 appearing at pages 677 to 699, inclusive thereon in the Municipal "Docket of Claims", in the aggregate amount of \$9,219,775.25 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	602,981.33
PARKS & RECR. FUND	118,718.48
BUSINESS IMPROV FUND (LANDSCP)	178.15
LANDFILL/SANITATION FUND	2,451,854.05
STATE TORT CLAIMS FUND	1,738.63
WATER/SEWER OP & MAINT FUND	1,280,543.84

WATER/SEWER CAPITAL IMPR FUND	1,654,767.40
DISABILITY RELIEF FUND	58,499.62
HOUSING COMM DEV ACT (CDBG) FD	135,392.32
EMERGENCY SHELTER GRANT (ESG)	26,978.59
H O P W A GRANT – DEPT OF HUD	226,464.14
INFRASTRUCTURE BOND 2020 \$32M	832,828.53
1% INFRASTRUCTURE TAX	260,530.06
TRANSPORTATION FUND	72,351.38
FONDREN BUSINESS IMPROV FUND	6,848.21
RESURFACING – REPAIR & REPL FD	3,748.47
09 TIF BOND FUND \$407000	777.00
MODERNIZATION TAX	91,000.00
SIEMNS SETTLEMENT ACCOUNT	1,187,883.93
CDBG COVID CARES	2,236.18
ZOOLOGICAL PARK	13,904.11
AMERICAN RESCUE PLAN ACT 2021	22,500.00
LIBRARY FUND	162,250.74
BELHAVEN COMMUNITY IMPROVEMENT	4,800.09
TOTAL	<u>\$9,219,775.25</u>

Vice President Lee moved adoption; Council Member Lindsay seconded.

President Banks recognized **Fidelis Malembeka**, **Chief Financial Officer**, who provided an overview of larger claims at the request of President Banks.

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

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

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ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 29287 TO 29339 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 29287 to 29339 inclusive therein, in the Municipal "Docket of Claims", in the aggregate amount of \$95,148.21 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		2,322,805.52
PARKS & RECR FUND		103,864.36
LANDFILL FUND		25,309.00
SENIOR AIDES		3,440.23
WATER/SEWER OPER & MAINT		89,719.35
PAYROLL	95,148.21	

NLC-MUNICIPAL REIMAGINING COMM TOTAL	3,624.99 \$2,686,706.31
AMERICAN RESCUE PLAN ACT 2021	253.38
ZOOLOGICAL PARK	31,877.32
2020 SAKI GRAND DOJ	7,405.71
PEG ACCESS-PROGRAMMING FUND	5,466.14
TRANSPORTATION FUND	18,433.75
TITLE III AGING PROGRAMS	5,971.83
HOUSING COMM DEV	8,894.73

Vice President Lee moved adoption; Council Member Hartley seconded.

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

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ORDER ACCEPTING THE PROPOSAL OF J.P. MORGAN CHASE BANK, N.A. TO PROVIDE LEASE PURCHASE FINANCING FOR TWENTY-ONE (21) PUBLIC SAFETY VEHICLES AND AUTHORIZING THE MAYOR TO EXECUTE THE MASTER LEASE-PURCHASE AGREEMENT, ESCROW AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY FOR FUNDING THE 2023 LEASE PURCHASE TRANSACTION.

WHEREAS, on March 21, 2023, the governing authorities for the City of Jackson approved a resolution declaring the official intent of the City of Jackson, Mississippi to reimburse itself from the proceeds of a Master Lease Purchase Agreement for the purchase of twenty-one (21) vehicles for the Jackson Police Department; and

WHEREAS, Section 31-7-13(e) of the Mississippi Code of 1972, as annotated, provides lease-purchase financing may be obtained from a vendor or third-party source after having solicited and obtained at least two (2) written competitive bids for such financing without advertising for bids. Solicitation for the bids for financing may occur before or after acceptance of bids for the purchase of equipment, or, where no such bids for purchase are required, at any time before the purchase thereof; and

WHEREAS, on July 20 and July 27, 2023, the Department of Administration issued a solicitation for sealed proposals for the lease-purchase interest rate financing for the purchase of public safety vehicles in The Mississippi Link; and

WHEREAS, on August 15, 2023, at City Hall, the Department of Administration received four competitively sealed proposals for RFP #94654-081523 Lease Purchase Financing Interest Rate Proposal; and

WHEREAS, the Department of Administration represents that J.P. Morgan Chase Bank, N.A. submitted the lowest and best proposal to finance twenty-one (21) public safety vehicles for \$794,501.00 with a three-year financing agreement at a 5.02% interest rate with the total interest of \$71,238.26; and

WHEREAS, the principal amortization table, which sets forth how money the City of Jackson will pay in principal and interest over time, is attached herein and incorporated by reference in Exhibit A; and

WHEREAS, the Department of Administration recommends acceptance of the proposal of J.P. Morgan Chase Bank, N.A. as the lowest and best bid and authorizes the Mayor to execute the 2023 Master Lease Purchase Agreement at an interest rate of 5.02% for a three-year term, with a total interest of Seventy-One Thousand and Two Hundred and Thirty-Eight Dollars and Twenty-Six (\$71,238.26), with the semi-annual payment for year one (FY2024) to year three (FY2026) set at \$144,289.88 to the governing authorities of the City of Jackson.

IT IS, THEREFORE, ORDERED by the governing authorities for the City of Jackson the acceptance of the proposal of J.P. Morgan Chase Bank, N.A. as the lowest and best bid.

IT IS, FURTHER ORDERED by the governing authorities for the City of Jackson that the Mayor is authorized to execute the 2023 Master Lease Purchase Agreement with J.P. Morgan Chase Bank, N.A. at an interest rate of 5.02% for a three-year term, with a total interest of Seventy-One Thousand and Two Hundred and Thirty-Eight Dollars and Twenty-Six (\$71,238.26), with the semi-annual payment for year one (FY2024) to year three (FY2026) set at \$144,289.88.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

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ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH 2C MISSISSIPPI TO FACILITATE THE "GOING GREEN FOR A COOL HEALTHY JACKSON" PROJECT.

WHEREAS, on October 27, 2020, the Jackson City Council ratified the submission of the "Going Green for a Cool, Healthy Jackson" grant application to the Robert Wood Johnson Foundation (RWJF) and authorized the Mayor to accept the grant award to reduce mortality and prevent illness associated with urban-heat-island (UHI) effects in Jackson, Mississippi, while providing a range of social, economic, cultural, and ecological co-benefits for the City of Jackson's at-risk residents for the term beginning November 1, 2020, and ending April 30, 2023; and

WHEREAS, on September 28, 2021, the Jackson City Council authorized the Mayor to execute an amendment to the Robert Wood Johnson Foundation "Going Green for a Cool, Healthy Jackson" grant award to revise the budget and budget narrative and to permit the City of Jackson to subcontract or subgrant funds to 2C Mississippi such that 2C Mississippi would facilitate said project for the remainder of the grant term; and

WHEREAS, on February 15, 2022, the Jackson City Council authorized the Mayor to amend consultant agreements with Dr. Vivek Shandas, Anna Marandi, Dr. Berneece Herbert, Dr. Dominika Parry, and UMMC to reflect that the consultants will be paid by 2? Mississippi; and

WHEREAS, on February 15, 2022, the Jackson City Council authorized the Mayor to execute a professional services agreement with 2C Mississippi to facilitate the "Going Green for a Cool, Healthy Jackson" project for the remainder of the grant term beginning February 1, 2022, and ending April 30, 2023, in the amount of \$475,549.00; and

WHEREAS, on May 5, 2023, RWJF notified the Deputy Director of Economic Development that the grant period has been extended to October 31, 2023; however, the amendment does not modify the scope of work or increase the Foundation's commitment; and

WHEREAS, to date, the City has received \$382,472.00 in grant funds from the Robert Wood Johnson Foundation, and the City was due to receive the remaining amount of \$93,077.00 in 2023; and

WHEREAS, the City will keep \$1,946.00 of the grant funds from the Robert Wood Johnson Foundation for indirect costs; and

WHEREAS, the City of Jackson Chief Administrative Officer recommends the Mayor execute an amendment to the professional services agreement with 2? Mississippi, 116 Summerlake Drive, Ridgeland, Mississippi, 39157, an organization founded by Dr. Dominika Parry that is purposed with building environmentally and economically sustainable communities, municipalities and businesses in Mississippi, to facilitate the project for the remainder of the grant term beginning upon execution and ending October 31, 2023, in the amount of \$91,131.00.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an amendment to the professional services agreement with 2C Mississippi, to facilitate the Robert Wood Johnson Foundation's "Going Green for a Cool, Healthy Jackson" project for the remainder of the grant term beginning upon execution of the agreement and ending October 31, 2023, in the amount of \$91,131. 00.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

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ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE PROFESSIONAL ARCHITECTURE SERVICES AGREEMENT WITH CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION FOR THE CITY OF JACKSON ARTS CENTER EMERGENCY REPAIRS PROJECT.

WHEREAS, on February 14, 2023, the City of Jackson entered into an Agreement with Canizaro Cawthon Davis, A Professional Association ("CCD") for professional architecture services to renovate the Arts Center of Mississippi as an emergency in preparation of the USA International Ballet Competition ("IBC"); and

WHEREAS, due to the success in scheduling the renovations and the short period of time it took to get them underway, the City was able to budget an additional \$100,000.00 for further renovations to the Arts Center of Mississippi; and

WHEREAS, the architect fees under the original contract provided a fee of \$75,000.00; and

WHEREAS, the original February 3, 2023 Order stated that the not to exceed amount of the Agreement was \$210,000.00; and

WHEREAS, CCD and the City agreed to an additional fee of \$7,000.00 for the \$100,000.00 in additional renovation work; and

WHEREAS, Amendment No. 1 to the Agreement with CCD requires that they perform the same services as provided for the original budget amount, which included identifying feasible renovations given the time constraint of the beginning of the IBC, working with each contractor to determine the best means and methods of accomplishing the work, and inspecting the work as it was constructed; and

WHEREAS, the Department of Public Works recommends approval of this Amendment No. 1; and

WHEREAS, the total agreement amount including Amendment No. 1 shall not exceed \$82,000.00 without prior City Council approval.

IT IS, THEREFORE, ORDERED that the February 3, 2023 ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL ARCHITECTURE AGREEMENT WITH CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION FOR CITY OF JACKSON ARTS CENTER EMERGENCY REPAIRS PROJECT, found at Minute Book 6W, Pages 615-622 is amended to state that the not to exceed amount of the Agreement is \$75,000.00.

IT IS FURTHER ORDERED that the Mayor is authorized to execute Amendment No. 1 to the professional architect services agreement with Canizaro Cawthon Davis, A Professional Association to increase the Agreement amount by \$7,000.00 for a total not to exceed amount of \$82,000.00.

Council Member Lindsay moved adoption; Vice President Lee seconded.

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

Nays – None. Absent – Grizzell and Stokes.

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ORDER RATIFYING THE ACCEPTANCE OF REPAIR SERVICES FROM METRO COMMUNICATIONS AND UTILITY FOR REPAIRS AT THE RECORDS MANAGEMENT FACILITY LOCATED AT 2525 ROBINSON ROAD FOR THE DEPARTMENT OF MUNICIPAL CLERK AND AUTHORIZING PAYMENT OF SAID SERVICES.

WHEREAS, on July 3, 2023, there was a small fire at the Records Facility, causing damage to an exterior door that contained wiring for the intercom system and access door; and

WHEREAS, the extent of the damage required a contractor to install wiring, bolts, nuts, washers, pole attachments, conduit, and an intercom; and

WHEREAS, the procurement of these necessary repair services was done with a quote and without prior approval by the City Council of the city of Jackson; and

WHEREAS, Metro Communications & Utility Contractors performed the repair work and need to be compensated in accordance with the attached quote.

IT IS, THEREFORE, ORDERED that the repair work performed by Metro Communications & Utility Contractors is hereby ratified and accepted, and the governing authorities authorize payment to Metro Communications & Utility in the amount of \$3,000.00.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

> ORDER AUTHORIZING THE PROCUREMENT AND IMPLEMENTATION OF UPDATED SQUARE9 SOFTWORKS SOFTWARE FOR THE DEPARTMENT OF MUNICIPALCLERK.

WHEREAS, the city of Jackson, Mississippi, is required to preserve, store, and maintain essential public records pertaining to the business of the municipality and is required to provide public records to those requesting said records pursuant to the Mississippi Public Records Act of 1983: and

WHEREAS, Square9 Softworks takes the paper out of work and makes it easier to get things done with digital workflows that automate many aspects of your work today. Square9 Softworks makes it easy by extracting information from scans or PDFs, storing documents in a searchable archive, and building digital twins of your current processes through graphical workflows; and

WHEREAS, this software will increase efficiency in the review, storage, collaboration, classification, revision, and accessibility of records for the city of Jackson; and

WHEREAS, the current legacy software is obsolete and has lost certain functions; and

WHEREAS, it is in the best interest of the Department of Municipal Clerk to purchase an upgraded version of said software to continue utilizing its functionality; and

Part #	Description	Licenses	Total	Unit	Subtotal
			Qty.	Price	
GSLEGACY-	Universal SKU for the addition	200.00	200.00	10.000	\$2,000.00
001	of legacy products to update				
	earlier versions of				

WHEREAS, the cost of new software to upgrade current software is as follows:

	GlobalSearch, GlobalCapture, and GlobalForms				
GSLEGACY- 001MS	Universal SKU for the addition of legacy product M&S (monthly) to update earlier versions of GlobalSearch, GlobalCapture, GlobalForms	245.09	1,225.45	0.170	\$208.33
S9SPROSRV- 002	Fixed cost remote ECM Services	2.50	2.50	1,750.00	\$4,375.00
				Total	\$6,583.33

IT IS, THEREFORE, ORDERED that the Mayor execute the Square9 Softworks quotation form and the Square9 Softworks software is approved to be utilized within the Department of Municipal Clerk at a cost not to exceed Six Thousand Five Hundred Eighty-Three Dollars and Thirty-Three Cents (\$6,583.33).

Council Member Lindsay moved adoption; Vice President Lee seconded.

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

ORDER AMENDING THE FISCAL YEAR 2023 BUDGET OF THE CITY OF JACKSON, DEPARTMENT OF HUMAN & CULTURAL SERVICES, CULTURAL DIVISION.

WHEREAS, certain unanticipated needs and allocations have arisen since the adoption of the Fiscal Year 2023 City of Jackson budget for the Department of Human & Cultural Services, Cultural Division; and

WHEREAS, the Fiscal Year 2023 City of Jackson budget should be amended to provide funding to make the final payments for the renovation of the Arts Center of Mississippi done for the purpose of hosting the International Ballet Competition; and

WHEREAS, the following accounts should be amended as follows:

From Account	To Account	Amount
047-45300-6812	430-40820-6419	\$ 7,000.00
047-45300-6812	430-40820-6812	\$ 2,973.00
Total		\$ 9,973.00

IT IS, THEREFORE, ORDERED that the Fiscal Year 2023 budget be revised for the Department of Human & Cultural Services, as follows:

From Account	To Account	Amount
047-45300-6812	430-40820-6419	\$ 7,000.00
047-45300-6812	430-40820-6812	\$ 2,973.00
Total		\$ 9,973.00

IT IS FURTHER ORDERED that this revision to the budget of the Department of Human & Cultural Services be published in accordance with Section 21-35-25 of the Mississippi Code.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

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ORDER RATIFYING INVOICES WITH SUNRISE PRODUCE JACKSON FOR PROVIDING PRODUCE TO FEED THE ANIMALS AT THE JACKSON ZOO IN THE AMOUNT OF SIX THOUSAND SIX HUNDRED AND SIXTY-TWO DOLLARS AND SIX CENTS (\$6,662.06).

WHEREAS, the Sunrise Produce Jackson provided fruits and vegetables to feed the animals at the City of Jackson – Jackson Zoo; and

WHEREAS, the Sunrise Produce Jackson provides apples, carrots, bananas, corn, grapes, romaine lettuce, and sweet potatoes for some of the animals at the Jackson Zoo; and

WHEREAS, the Sunrise Produce Jackson ensures that The Jackson Zoo has fresh produce, as a dietary supplement for the animals; and

WHEREAS, on May 01, 2023, Sunrise Produce Jackson provided a food order and Invoice # 14-765828 for (4) cases of apples, (6) cases of bananas, (2) cases of carrots, (2) cases of corn, (1) case of red seedless grapes, (3) cases of romaine lettuce, (2) cases of oranges and (3) cases of sweet potatoes with a \$6.50 fuel charge to the Jackson Zoo, totaling \$854.63; and

WHEREAS, on May 08, 2023, Sunrise Produce Jackson provided a food order and Invoice # 14-766847 for (3) cases of apples, (2) cases of bananas, (1) case of corn, (3) cases of romaine lettuce, (1) case of oranges and (3) cases of sweet potatoes with a \$6.50 fuel charge to the Jackson Zoo, totaling \$519.30; and

WHEREAS, on May 15, 2023, Sunrise Produce Jackson provided a food order and Invoice # 14-767670 for (4) cases of apples, (5) cases of bananas, (2) cases of carrots, (2) cases of corn, (1) case of red seedless grapes, (3) cases of romaine lettuce, (4) cases of oranges and (3) cases of sweet potatoes with a \$6.50 fuel charge to the Jackson Zoo, totaling \$895.67; and

WHEREAS, on May 22, 2023, Sunrise Produce Jackson provided a food order and invoice # 14-768646 for (3) cases of apples, (5) cases of bananas, (1) case of carrots, (3) cases of corn, (1) case of red seedless grapes, (3) cases of romaine lettuce, (5) cases of oranges and (3) cases of sweet potatoes with a \$6.50 fuel charge to the Jackson Zoo, totaling \$882.50; and

WHEREAS, on June 20, 2023, Sunrise Produce Jackson provided a food order and Invoice # 14-771445 for (6) cases of apples, (7) cases of bananas, (2) cases of carrots, (2) cases of corn, (5) cases of romaine lettuce, (3) cases of oranges and (3) cases of sweet potatoes with a \$6.50 fuel charge to the Jackson Zoo, totaling \$989.90; and

WHEREAS, on July 12, 2023, Sunrise Produce Jackson provided a food order and Invoice # 14-773829 for (4) cases of apples, (6) cases of bananas, (2) cases of carrots, (4) cases of corn, (1) case of red seedless grapes, (4) cases of romaine lettuce, (5) cases of oranges, and (4) cases of sweet potatoes to the Jackson Zoo, totaling \$1,095.42; and

WHEREAS, on August 12, 2023, Sunrise Produce Jackson provided a food order and Invoice # 14-776670 for (4) cases of apples, (6) cases of bananas, (2) cases of corn, (2) cases of romaine lettuce, (4) cases of oranges, and (3) cases of sweet potatoes to the Jackson Zoo, totaling \$728.89; and

WHEREAS, on August 18, 2023, Sunrise Produce Jackson provided a food order and Invoice # 14-778481 for (2) cases of carrots, (2) cases of romaine lettuce, and (2) cases of sweet potatoes with a \$6.50 fuel charge to the Jackson Zoo, totaling \$205.20; and

WHEREAS, on August 25, 2023, Sunrise Produce Jackson provided a food order and Invoice # 14-779327 (2) cases of apples, (2) cases of bananas, (1) case of carrots, (2) cases of corn, (2) cases of romaine lettuce, (2) cases of oranges, and (3) cases of sweet potatoes with a \$6.50 fuel charge to the Jackson Zoo, totaling \$490.55.

IT IS HEREBY ORDERED that a payment in the amount of Six Thousand Six Hundred and Sixteen Dollars and Fifty-Six Cents (\$6,616.56) be approved and ratified to Sunrise Produce for fruits and vegetables to feed the animals at the City of Jackson – Jackson Zoo and paid from account number 398.498.00-6214.

IT IS HEREBY ORDERED that a payment in the amount of Forty-Five Dollars and Fifty Cents (\$45.50) be approved and ratified to Sunrise Produce for fuel charges to deliver fruits and vegetables to feed the animals at the City of Jackson – Jackson Zoo and paid from account number 398.498.00-6215.

Council Member Lindsay moved adoption; Council Member Hartley seconded.

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

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ORDER RATIFYING PAYMENT IN THE AMOUNT OF SIX HUNDRED DOLLARS (\$600.00) FOR SERVICES PERFORMED BY ARTISAN PYROTECHNICS, INC., WHO PROVIDED PYROTECHNICS FOR THE JUNETEENTH KID'S FESTIVAL THAT WAS ORIGINALLY SCHEDULED FOR JUNE 16, 2023, BUT HAD TO BE RESCHEDULED TO JUNE 19, 2023, BECAUSE OF INCLEMENT WEATHER, WHICH NECESSITATED DISASSEMBLING AND REASSEMBLING THE PYROTECHNIC DISPLAY.

WHEREAS, Artisan Pyrotechnics, Inc., (Artisan Pyro) provided pyrotechnics for the City of Jackson Parks and Recreation Department for the Juneteenth Kids' Festival; and

WHEREAS, the above pyrotechnics display, along with other activities, entertainment, and live performances, was originally scheduled for June 16, 2023; and

WHEREAS, because of inclement weather, the above event had to be rescheduled to June 19, 2023; and

WHEREAS, the rescheduling of the event required Artisan Pyro to disassemble and then reassemble their pyrotechnic equipment, for which they charge a Six Hundred Dollar (\$600.00) fee; and

WHEREAS, the Parks and Recreation Department, because of the importance of Juneteenth festivities with the community, agreed to be billed for the above amount for rescheduling of the event.

IT IS HEREBY ORDERED that a payment from account number: 005.501.10-6419 in the amount of Six Hundred Dollars (\$600.00) be made to Artisan Pyro for rescheduling and providing the pyrotechnics display that was a part of the City of Jackson's Juneteenth Festival.

Council Member Hartley moved adoption; Council Member Foote seconded.

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

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ORDER AMENDING THE FISCAL YEAR 2022-2023 BUDGET FOR THE DEPARTMENT OF PARKS AND RECREATION TO TRANSFER FORTYFIVE THOUSAND DOLLARS (\$45,000.00) FROM "AUTOMOBILES + PIC" CATEGORY TO "OTHER PROFESSIONAL SERVICES" CATEGORY FOR TREE, LIMB, AND DEBRIS REMOVAL.

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

WHEREAS, it is the sincere desire of the City of Jackson Department of Parks and Recreation to provide consistent and outstanding service to our youth and citizens of the City of Jackson, as well as our visiting guests; 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 Parks and Recreation represents that the Forty-Five Thousand Dollars (\$45,000.00) currently located in the "Automobiles + Pic" Category, that it presently seeks to transfer to the "Other Professional Services" Category, is not needed or expected to be needed for the purpose(s) for which it was originally appropriated in the Fiscal Year 2022-2023 Budget; and

WHEREAS, the Forty-Five Thousand Dollars (\$45,000.00) located in the "Automobiles + Pic" Category is comprised of unspent funds for vehicle purchases; and

WHEREAS, the Department of Parks and Recreation needs this requested Budget amendment so that the Parks and Recreation Department may get trees, limbs, and debris removed from public property that was caused by storms in June and July of 2023; and

FUNDS TRANSFE	R FROM:	FUNDS TRANSFER TO:	
Automobiles + Pic	\$45,000.00	Other Professional Services Category	\$45,000.00
Category Account:		Account: 005-504.10-6419	
005-504.10-6868			
	·	Total Funds Transfer Request	\$45,000.00

WHEREAS, the funds are requested to be transferred as shown below; and

WHEREAS, this intradepartmental transfer of Forty-Five Thousand Dollars (\$45,000.00) is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, because the transfer requested in this Order, added to any previous Fiscal Year 2022-2023 Department of Parks and Recreation Budget intradepartmental transfers, does not exceed ten percent (10%) of the total budget amount appropriated to the Fiscal Year 2022-2023 Department of Parks and Recreation Budget.

IT IS, THEREFORE, ORDERED that the Fiscal Year 2022-2023 Budget for the Department of Parks and Recreation be amended to authorize a Budget transfer of Forty-Five Thousand Dollars (\$45,000.00) from the "Automobiles + Pic" Category (account number: 005-504.10-6868), to be allocated to the "Other Professional Services" Category (account number: 005-504.10-6419).

Council Member Hartley moved adoption; Council Member Lindsay seconded.

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

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Note: Council Member Grizzell joined the meeting.

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ORDER RATIFYING PAYMENTS FOR SERVICES PERFORMED BY BOUNCE-A-ROO, LLC., WHO PROVIDED SPACE JUMPS FOR ZIPPTY ZOO DAYAND JUNETEETHKIDS FESTIVALIN THE AMOUNT TOTALING EIGHT HUNDRED AND SEVENTY DOLLARS (\$870.00). **WHEREAS**, the Bounce-A-Roo, LLC provided space jumps for the City of Jackson - Parks and Recreations Department; and

WHEREAS, the Bounce-A-Roo, LLC provided two (2) space jumps at Zippty Zoo Day on May 20, 2023 at the Jackson Zoo; and

WHEREAS, the Bounce-A-Roo, LLC provided two (2) space jumps at the Juneteenth Kids Festival at the Jackson Convention Center on June 19, 2023.

IT IS HEREBY ORDEREDthat a payment in the amount of Four Hundred and Ninety Dollars (\$490.00) be approved and ratified to Bounce-A-Roo, LLC. for providing two (2) space jumps at the Zippty Zoo Day event held at the Jackson Zoo be paid from account number 390.498.00-6419.

IT IS HEREBY ORDERED that a payment in the amount of Three Hundred and Eighty Dollars (\$380.00) be approved and ratified to Bounce-A-Roo, LLC. for providing two (2) space jumps at the Juneteenth Kid Festival at the Jackson Convention be paid from account number 005.501.10-6419.

Council Member Hartley moved adoption; Council Member Lindsay seconded.

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

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ORDER AUTHORIZING THE MAYOR TO EXECUTE APURCHASE ORDER TO MODIFY SEVEN BON AIR PROPERTY DEEDS THROUGH THE DEPARTMENT OF PLANNING AND DEVELOPMENT BETWEEN THE CITY OF JACKSON AND H. FARISS CRISLER, III.

WHEREAS, on July 14, 2023, the Department of Planning and Development published a Quotation Request Form seeking a vendor to modify and record seven Bon Air property deeds; and

WHEREAS, H. Fariss Crisler, III submitted the lowest price quote to modify and record seven Bon Air property deeds; and

WHEREAS, H. Fariss Crisler, III has a principal office located at 840 E. River Place, Suite 508; and

WHEREAS, H. Fariss Crisler, III will complete the modification of deeds for the following properties:

Description of Items	Price per Project Location
109 Calhoun	\$500.00
110 Calhoun	\$500.00
113 Calhoun	\$500.00
114 Calhoun	\$500.00
115 Calhoun	\$500.00
116 Calhoun	\$500.00
117 Calhoun	\$500.00

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a purchase order with H. Fariss Crisler to modify and record seven Bon Air property deeds through Planning and Development as outlined below once the purchase order is approved:

Description of Items	Price per Project Location
109 Calhoun	\$500.00
110 Calhoun	\$500.00
113 Calhoun	\$500.00

114 Calhoun	\$500.00
115 Calhoun	\$500.00
116 Calhoun	\$500.00
117 Calhoun	\$500.00

Council Member Hartley moved adoption; Vice President Lee seconded.

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

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Note: Council Member Stokes joined the meeting.

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President Banks requested that Agenda Items No. 37, 38, and 39 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER APPROVING THE ACCEPTANCE OF **BIPARTISAN** INFRASTRUCTURE LAW ("BIL") AIRPORT INFRASTRUCTURE GRANT ("AIG") OFFER NO. 3-28-0037-064-2023; AND AUTHORIZING THE MAYOR AND CITY ATTORNEY TO EXECUTE SAID BIL-AIG PROGRAM GRANT OFFER AND AGREEMENT ON BEHALF OF THE CITY OF JACKSON MISSISSIPPI. AS OFFERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY **EVERS INTERNATIONAL AIRPORT ("AIRPORT").**

WHEREAS, Jackson Municipal Airport Authority ("JMAA") Staff submitted an application to the United States Department of Transportation, Federal Aviation Administration ("FAA"), on or about August 4, 2023 ("Application") for an BIL-AIG Program Grant under the auspices of airport development and/or noise program implementation at the Airport; and

WHEREAS, the FAA approved JMAA's Application and offered BIL-AIG Program Grant No. 3-28-0037-064-2023 to JMAA on or about September 1, 2023 (the "BIL-AIG Program Grant"); and

WHEREAS, the BIL-AIG Program Grant is in an anticipated amount not-to-exceed Four Million, Nine Hundred Eighteen Thousand, Four Hundred Fifty-Nine Dollars (\$4,918,459.00) and covers ninety percent (90%) of allowable costs incurred to: (a) Rehabilitate Taxiway A; (b) Rehabilitate Taxiway B; and (c) Rehabilitate Taxiway Lighting, all as fully described in the BIL-AIG Program Grant Application (the "Project"); and

WHEREAS, the JMAA Board of Commissioners approved and authorized its Chief Executive Officer to accept the BIL-AIG Program Grant Offer and to execute the BIL-AIG Program Grant Offer and Agreement during a duly-convened, regular Board meeting on August 28, 2023, and further authorized JMAA's Special Counsel to execute the "Certificate of Sponsor's Attorney," all as required by FAA for release of the BIL-AIG Program Grant funds; and

WHEREAS, the FAA further requires that the City of Jackson, Mississippi ("City"), as Co-sponsor with JMAA of the Airport, to execute multiple copies of the BIL-AIG Program Grant Offer and Agreement as the City has normally and customarily done as Co-sponsor with JMAA of the Airport with respect to other FAA grants to JMAA; and

WHEREAS, the Mayor and City Attorney of the City of Jackson, Mississippi must be authorized by the City Council to execute the BIL-AIG Program Grant Offer and Agreement in order for JMAA to receive the BIL-AIG Program Grant funds.

NOW IT IS THEREFORE RESOLVED by the City of Jackson, Mississippi, that the BIL-AIG Program Grant Offer and Application in an anticipated amount not-to-exceed Four

Million, Nine Hundred Eighteen Thousand, Four Hundred Fifty-Nine Dollars (\$4,918,459.00), or ninety percent (90%) of the allowable costs of the Project, whichever is less, is hereby accepted and approved.

IT IS FURTHER RESOLVED that the Mayor and City Attorney of the City of Jackson, Mississippi are hereby authorized to execute the BIL-AIG Program Grant Offer and Agreement to: (a) Rehabilitate Taxiway A; (b) Rehabilitate Taxiway B; and (c) Rehabilitate Taxiway Lighting, all as fully described in the BIL-AIG Program Grant Application (the "Project").

IT IS FURTHER RESOLVED that no funds of the City of Jackson, Mississippi are to be expended in connection herewith.

IT IS FURTHER RESOLVED that in no event shall the BIL-AIG Program Grant funds be used other than as authorized and approved by the FAA under the auspices of BIL-AIG Program Grant No. 3-28-0037-064-2023.

Vice President Lee moved adoption; Council Member Hartley seconded.

President Banks recognized **Patrick Minor, Interim Chief Financial Officer of JMAA**, who provided a brief overview of said item.

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

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

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ORDER APPROVING THE ACCEPTANCE OF AIRPORT IMPROVEMENT PROGRAM ("AIP") GRANT OFFER NO. 3-28-0037-063-2023; AND AUTHORIZING THE MAYOR AND CITY ATTORNEY TO EXECUTE SAID AI GRANT OFFER AND AGREEMENT ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI, AS OFFERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT ("AIRPORT").

WHEREAS, Jackson Municipal Airport Authority ("JMAA") Staff submitted an application to the United States Department of Transportation, Federal Aviation Administration ("FAA"), on or about August 4, 2023 ("Application") for an AIP Grant under the auspices of airport development and/or noise program implementation at the Airport; and

WHEREAS, the FAA approved JMAA's Application and offered AIP Grant No. 3-28-0037-063-2023 to JMAA on or about September 1, 2023 (the "AIP Grant"); and

WHEREAS, the AIP Grant is in an amount not-to-exceed Fourteen Million, Three Hundred Thirty-One Thousand, One Hundred Twenty-Seven Dollars (\$14,331,127.00) and covers ninety percent (90%) of allowable costs incurred to: (a) Rehabilitate Taxiway A; (b) Rehabilitate Taxiway B; and (c) Rehabilitate Taxiway Lighting, all as fully described in the AIP Grant Application (the "Project"); and

WHEREAS, the JMAA Board of Commissioners approved and authorized its Chief Executive Officer to accept the AIP Grant Offer and to execute the AIP Grant Offer and Agreement during a duly-convened, regular Board meeting on August 28, 2023, and further authorized JMAA's Special Counsel to execute the "Certificate of Sponsor's Attorney," all as required by FAA for release of the AIP Grant funds; and

WHEREAS, the FAA further requires that the City of Jackson, Mississippi ("City"), as Co-sponsor with JMAA of the Airport, to execute multiple copies of the AIP Grant Offer and Agreement as the City has normally and customarily done as Co-sponsor with JMAA of the Airport with respect to other FAA grants to JMAA; and

WHEREAS, the Mayor and City Attorney of the City of Jackson, Mississippi must be authorized by the City Council to execute the AIP Grant Offer and Agreement in order for JMAA to receive the AIP Grant funds.

NOW, IT IS THEREFORE RESOLVED by the City of Jackson, Mississippi, that the AIP Grant Offer and Application in the amount of Fourteen Million, Three Hundred Thirty-One Thousand, One Hundred Twenty-Seven Dollars (\$14,331,127.00), or ninety percent (90%) of the allowable costs of the Project, whichever is less, is hereby accepted and approved.

IT IS FURTHER RESOLVED that the Mayor and City Attorney of the City of Jackson, Mississippi are hereby authorized to execute the AIP Grant Offer and Agreement to: (a) Rehabilitate Taxiway A; (b) Rehabilitate Taxiway B; and (c) Rehabilitate Taxiway Lighting, all as fully described in the AIP Grant Application (the "Project").

IT IS FURTHER RESOLVED that no funds of the City of Jackson, Mississippi are to be expended in connection herewith.

IT IS FURTHER RESOLVED that in no event shall the AIP Grant funds be used other than as authorized and approved by the FAA under the auspices of AIP Grant No. 3-28-0037-063-2023.

Council Member Grizzell moved adoption; Council Member Hartley seconded.

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

> ORDER APPROVING THE ACCEPTANCE OF AIRPORT IMPROVEMENT PROGRAM ("AIP") GRANT OFFER NO. 3-28-0037-067-2023; AND AUTHORIZING THE MAYOR AND CITY ATTORNEY TO EXECUTE SAID AIP GRANT OFFER AND AGREEMENT ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI, AS OFFERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT ("AIRPORT").

WHEREAS, Jackson Municipal Airport Authority ("JMAA") Staff submitted an application to the United States Department of Transportation, Federal Aviation Administration ("FAA"), on or about August 4, 2023 ("Application") for an AIP Grant under the auspices of airport development and/or noise program implementation at the Airport; and

WHEREAS, the FAA approved JMAA's Application and offered AIP Grant No. 3-28-0037-067-2023 to JMAA on or about September 1, 2023 (the "AIP Grant"); and

WHEREAS, the AIP Grant is in an amount not-to-exceed Two Million, Seven Hundred Thousand Dollars (\$2,700,000.00) and covers ninety percent (90%) of allowable costs incurred to: (a) Rehabilitate Taxiway A; (b) Rehabilitate Taxiway B; and (c) Rehabilitate Taxiway Lighting, all as fully described in the AIP Grant Application (the "Project"); and

WHEREAS, the JMAA Board of Commissioners approved and authorized its Chief Executive Officer to accept the AIP Grant Offer and to execute the AIP Grant Offer and Agreement during a duly-convened, regular Board meeting on August 28, 2023, and further authorized JMAA's Special Counsel to execute the "Certificate of Sponsor's Attorney," all as required by FAA for release of the AIP Grant funds; and

WHEREAS, the FAA further requires that the City of Jackson, Mississippi ("City"), as Co-sponsor with JMAA of the Airport, to execute multiple copies of the AIP Grant Offer and Agreement as the City has normally and customarily done as Co-sponsor with JMAA of the Airport with respect to other FAA grants to JMAA; and

WHEREAS, the Mayor and City Attorney of the City of Jackson, Mississippi must be authorized by the City Council to execute the AIP Grant Offer and Agreement in order for JMAA to receive the AIP Grant funds.

NOW IT IS THEREFORE RESOLVED by the City of Jackson, Mississippi, that the AIP Grant and Application in the amount of Two Million, Seven Hundred Thousand Dollars (\$2,700,000.00), or ninety percent (90%) of the allowable costs of the Project, whichever is less, is hereby accepted and approved.

IT IS FURTHER RESOLVED that the Mayor and City Attorney of the City of Jackson, Mississippi are hereby authorized to execute the AIP Grant Offer and Agreement to: (a) Rehabilitate Taxiway A; (b) Rehabilitate Taxiway B; and (c) Rehabilitate Taxiway Lighting, all as fully described in the AIP Grant Application (the "Project").

IT IS FURTHER RESOLVED that no funds of the City of Jackson, Mississippi are to be expended in connection herewith.

IT IS FURTHER RESOLVED that in no event shall the AIP Grant funds be used other than as authorized and approved by the FAA under the auspices of AIP Grant No. 3-28-0037-067-2023.

Council Member Grizzell moved adoption; Council Member Hartley seconded.

President Banks recognized **Rosa Beckett, Chief Executive Officer of JMAA** and **Mayor Chokwe Antar Lumumba**, who provided a brief overview of said item.

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

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

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ORDER AUTHORIZING THE MAYOR TO APPROVE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR ADVANCED ENVIRONMENTAL CONSULTANTS, INC (AEC) TO CONDUCT LEAD INSPECTIONS ON BEHALF OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT (OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT) THAT ADHERE TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S PROGRAM REGULATIONS.

WHEREAS, the City of Jackson's Department of Planning and Development (Department) will be implementing several neighborhood service programs aimed to build the quality of life for residents in the City of Jackson; and

WHEREAS, on July 10, 2023, the Department published a Quotation Request Form for a lead inspector to complete a comprehensive lead inspection risk assessment (LIRA) that meets the U.S Department of Housing and Urban Development (HUD) standards based on a lead-based paint test utilizing XRF testing device, complete the lead clearance assessments, and test approved units; and

WHEREAS, on August 8, 2023, the Department received one (1) completed quotation request form; and

WHEREAS, the City intends to approve a purchase order for Advanced Environmental Consultants, Inc. (AEC) to complete LIRA and clearance assessments for HUD funded projects throughout the Department of Planning and Development; and

WHEREAS, Advanced Environmental Consultants, Inc. will complete lead inspections for two thousand five hundred dollars (\$2,500) per unit and lead clearance assessments for seven hundred fifty dollars (\$750.00) per unit; and

WHEREAS, Advanced Environmental Consultants, Inc. has a principal office address of 775 N. President Street, Jackson, Mississippi 39202; and

WHEREAS, the Department of Planning and Development through the Office of Housing and Community Development (OHCD) will use funds from HUD to pay AEC for lead inspections and lead clearance assessments.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to approve a purchase order for Advanced Environmental Consultants Inc. to provide environmental reviews for HUD funded projects throughout the Department of Planning and Development.

IT IS FURTHER ORDERED that the amount expended to Advanced Environmental Consultants, Inc. shall not exceed two thousand five hundred dollars (\$2,500.00) per unit for a lead inspection and shall not exceed seven hundred fifty dollars (\$750.00) per unit for a lead clearance assessment.

IT IS FURTHER ORDERED that the amount expended to Advanced Environmental Consultants, Inc. will be paid for from HUD funds budgeted to the Department of Planning and Development.

Council Member Hartley moved adoption; Council Member Lindsay seconded.

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

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

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

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ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AN AGREEMENT WITH CHAN BURNS ENGINEERING & SURVEYING FOR MULTIPLE ELEVATION CERTIFICATES AND RELATES SERVICES.

WHEREAS, the City of Jackson must obtain fifteen (15) elevation certificates for properties located in special flood hazard areas; and

WHEREAS, Chan Burns Engineering & Surveying proposes to conduct the required surveys and provide elevation certificates in a timely manner; and

WHEREAS, Chan Burns Engineering & Surveying will provide elevation certificates at \$175.00 each; and

WHEREAS, the Planning Department desires to accept the quote from Chan Burns Engineering & Surveying.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an agreement and related documents with Chan Burns Engineering & Surveying to provide surveying services and elevation certificates for fifteen (15) properties in the amount of \$2,625.00.

Council Member Hartley moved adoption; Council Member Lindsay seconded.

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

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ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AGREEMENT WITH METRO COMMUNICATIONS & UTILITY FOR THE INSTALLATION OF FIBER AND RELATED MATERIALS AND RELATED SERVICES FOR 915 ELLIS AVENUE.

WHEREAS, the City of Jackson must move all operations out of the MetroCenter Mall;

and

WHEREAS, said operations are to be relocated to 915 Ellis Avenue; and

WHEREAS, 915 Ellis Avenue must be prepared for use and business operations; and

WHEREAS, Metro Communications & Utility Co. submitted a quote to provide fiber and related materials and services to make 915 Ellis Avenue operational; and

WHEREAS, the Planning Department desires to accept the quote from Metro Communications & Utility.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an agreement and related documents with Metro Communications & Utility in the amount not to exceed \$20,943.00, to provide fiber and related materials and services for 915 Ellis Avenue.

Council Member Hartley moved adoption; Council Member Lindsay seconded.

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

ORDER DECLARING PARCEL NUMBER 817-270 SURPLUS PROPERTY AND AUTHORIZING DISPOSAL OF SAME TO JANET S. MADDEN TO CLEAR AND CLEAN TO ENHANCE NEIGHBORHOOD APPEARANCE.

WHEREAS, On November 20, 2022, Janet S. Madden submitted an application to the City of Jackson's Surplus Property Division requesting acquisition of parcel 817-270; and

WHEREAS, on January 23, 2023, the City of Jackson's Surplus Property Committee voted to declare the above-referenced parcel surplus property and to dispose of via the bid method, pursuant to Section 21-17-1(2)(a) of the Mississippi Code, as amended; and

WHEREAS, no City department expressed a municipal need for the property; and

WHEREAS, a request for bids was published in The Mississippi Link April 6, 2023, April 13, 2023, and April 20, 2023; and

WHEREAS, the sole bid of \$1,055.00 was submitted by Janet S. Madden; and

WHEREAS, the Surplus Property Committee recommends that the City Council declare the property surplus and authorize its disposal to Janet S. Madden, pursuant to Section 21-17-1(2)(a) of the Mississippi Code, as amended.

IT IS, THEREFORE, ORDERED that the property bearing the legal description: 200 FT W/S ZEPHER RD X 200 FT BK BEG 964.25 FT N OF HWY IN N ½ SEC 34 T6 R1W is no longer necessary or needed for municipal or related purposes and is not to be used in the operation of the municipality, that the sale of such property in another manner is not necessary or desirable for the financial welfare of the municipality, and using the property to clear and clean to enhance neighborhood appearance will promote and foster the development and improvement of the community and the civic, social, educational, cultural, moral, economic or industrial welfare, and the property is, hereby, declared to be surplus property.

IT IS FURTHER ORDERED that the Mayor shall be authorized to execute the sale contract, deed of conveyance, and other documents necessary to sell Parcel Number 817-270 to Janet S. Madden for the amount of one thousand fifty-five dollars and zero cents (\$1,055.00).

IT IS FURTHER ORDERED that consistent with the provisions of Mississippi Code Section 21-17-1(2)(a), the instrument conveying the property to Janet S. Madden shall reserve all mineral rights, together with the right of ingress and egress for the removal of same.

Vice President Lee moved adoption; Council Member Hartley seconded.

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

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

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

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ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AGREEMENT WITH ARMSTRONG TRANSFER & STORAGE CO., DBA: ARMSTRONG RELOCATION AND RELATED SERVICES TO RELOCATE JACKSON POLICE DEPARTMENT PRECINCT 2 FROM 3645 HIGHWAY80 TO 915 ELLIS AVENUE.

WHEREAS, the City of Jackson must move all operations out of the Metro Center Mall; and

WHEREAS, said operations are to be relocated to 915 Ellis Avenue; and

WHEREAS, 915 Ellis Avenue must be prepared for use and business operations; and

WHEREAS, Armstrong Transfer & Storage Co. DBA: Armstrong Relocation submitted a quote to provide relocation services materials and services to make 915 Ellis Avenue operational; and

WHEREAS, the Planning Department desires to accept the quote from Armstrong Transfer & Storage Co.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an agreement and related documents with Armstrong Transfer & Storage Co. DBA: Armstrong Relocation in the amount not to exceed \$6,442.25 to provide relocation services materials and services for 915 Ellis Avenue.

Council Member Hartley moved adoption; Council Member Lindsay seconded.

President Banks recognized Chief Joseph Wade, JPD, who provided a brief overview of said item.

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

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

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR HORNE FOR RESEARCHING AND CONTACTING BUSINESS ENTERPRISES FOR BUSINESS LICENSE RENEWALS.

WHEREAS, the City of Jackson Planning and Development/Office of Economic Development ensures that business enterprises have obtained and renewed the annual Privilege requirement; and

WHEREAS, on November 1, 2022, the Planning and Development Department/Office of Economic Development migrated from an antiquated paper application and approval process to an online digital application and approval process; and

WHEREAS, the City of Jackson Planning and Development/Office of Economic Development received one (1) quote for professional services to research and contact business enterprises without existing contact information present in the antiquated system for the purposes of renewing the annual Privilege requirement in the online system; and

WHEREAS, it is the City of Jackson's intention to award a professional services purchase order to Horne for researching and contacting business enterprises for licensing renewals; and

WHEREAS, the total amount of the purchase order is seven thousand five hundred dollars (\$7,500.00) and will be covered by the FY2022 budget.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a professional services purchase order with Horne to research and contact business enterprises for licensing renewals.

IT IS FURTHER ORDERED that the total amount expended to Horne during the term of this professional services purchase order shall not exceed seven thousand five hundred dollars (\$7,500.00).

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

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

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

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR HORNE FOR RESEARCHING AND CONTACTING BUSINESS ENTERPRISES FOR BUSINESS LICENSE RENEWALS.

WHEREAS, the City of Jackson's Department of Planning and Development through the Office of Economic Development (OED) ensures that business enterprises have obtained and renewed the annual Privilege requirement; and

WHEREAS, on November 1, 2022, the OED migrated from an antiquated paper application and approval process to an online digital application and approval process; and

WHEREAS, the OED received one (1) quote for professional services for final outreach mailings to business enterprises without existing contact information present in the antiquated system for the purposes of renewing the annual privilege requirement in the online system; and

WHEREAS, it is the City of Jackson's intention to award a professional services purchase order to Home, LLP for final outreach mailings to business enterprises for licensing renewals; and

WHEREAS, Home, LLP has a principal place of business at 661 Sunnybrook Road, STE 100 Ridgeland, MS 39157 according to information appearing on the Mississippi Secretary of State's website; and

WHEREAS, the total amount of the purchase order is seven thousand five hundred dollars (\$7,500) and will be covered by the FY2022-2023 budget.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a professional services purchase order with Home, LLP for final outreach mailings to business enterprises for licensing renewals in the online system.

IT IS FURTHER ORDERED that the total amount expended to Home, LLP during the term of this professional services purchase order shall not exceed seven thousand five hundred dollars (\$7,500.00).

Council Member Lindsay moved adoption; Council Member Hartley seconded.

President Banks recommended amending the header to read "Order authorizing the Mayor to execute a professional service purchase order request for Horne for final outreach mailings to business enterprises for business license renewals".

Vice President Lee moved; seconded by Council Member Lindsay, to amend said order to reflect the changes as stated by President Banks. The motion prevailed by the following vote:

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR HORNE FOR FINAL OUTREACH MAILINGS TO BUSINESS ENTERPRISES FOR BUSINESS LICENSE RENEWALS.

WHEREAS, the City of Jackson's Department of Planning and Development through the Office of Economic Development (OED) ensures that business enterprises have obtained and renewed the annual Privilege requirement; and

WHEREAS, on November 1, 2022, the OED migrated from an antiquated paper application and approval process to an online digital application and approval process; and

WHEREAS, the OED received one (1) quote for professional services for final outreach mailings to business enterprises without existing contact information present in the antiquated system for the purposes of renewing the annual privilege requirement in the online system; and

WHEREAS, it is the City of Jackson's intention to award a professional services purchase order to Home, LLP for final outreach mailings to business enterprises for licensing renewals; and

WHEREAS, Home, LLP has a principal place of business at 661 Sunnybrook Road, STE 100 Ridgeland, MS 39157 according to information appearing on the Mississippi Secretary of State's website; and

WHEREAS, the total amount of the purchase order is seven thousand five hundred dollars (\$7,500.00) and will be covered by the FY2022-2023 budget.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a professional services purchase order with Home, LLP for final outreach mailings to business enterprises for licensing renewals in the online system.

IT IS FURTHER ORDERED that the total amount expended to Home, LLP during the term of this professional services purchase order shall not exceed seven thousand five hundred dollars (\$7,500.00).

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

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ORDER AUTHORIZING THE MAYOR TO EXECUTE APURCHASE ORDER TO OUT SOURCE ENVIRONMENTAL REVIEW CLEARANCE FOR THE INSTALLATION OF FIBER AT 633 STATE STREET THROUGH THE DEPARTMENT OF PLANNING AND DEVELOPMENT BETWEEN THE CITY OF JACKSON AND GIBCO ENVIRONMENTAL, LLC.

WHEREAS, on July 6, 2023, the Department of Planning and Development published a Quotation Request Form seeking a vendor to perform environmental reviews per U.S. Department of Housing and Urban Development (HUD) guidelines; and

WHEREAS, GIBCO Environmental, LLC submitted the lowest price quotes to complete environmental reviews for HUD funded installation of fiber at 633 State Street; and

WHEREAS, GIBCO Environmental, LLC has a principal office located at 1651 E. 70th Street PMB 403 Shreveport, LA 71105; and

WHEREAS, GIBCO Environmental, LLC will complete each HUD environmental review as required as outlined below once the purchase order is approved:

Description of Items	Price per Project Location
Requested/Manufacturer/Services or work to	
be performed/Minor Repairs Requested	
Part 58 CENST, Fiber Installation	\$1,500.00
633 N. State St.	

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a purchase order with GIBCO Environmental, LLC to provide environmental review for 633 State Street outlined below once the purchase order is approved:

Description of Items Requested/Manufacturer/Services or work to	Price per Project Location
be performed/Minor Repairs Requested	
Part 58 CENST, Fiber Installation	\$1,500.00
633 N. State St.	

Council Member Lindsay moved adoption; Council Member Hartley seconded.

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

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

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

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ORDER AUTHORIZING PAYMENT TO THE GREATER JACKSON CHAMBER PARTNERSHIP FOR THE MEMBERSHIP DUES FOR THE CITY OF JACKSON, MS.

WHEREAS, The Greater Jackson Chamber Partnership is a non-profit organization, which was originally chartered on August 23, 1880, as the Jackson Board of Trade and Cotton Exchange. It was established by city of business and professional men in the city of Jackson to promote interests beneficial to individual businesses and the city as a whole. In 2007, the name changed to the Greater Jackson Chamber Partnership to reflect the growth of the economic development division's area which added Warren County; and

WHEREAS, the mission statement is to foster economic growth and to improve the quality of life in the Greater Jackson Area by facilitation and providing leadership to businesses, organizations, governmental entities or other interested citizens; and

WHEREAS, The Partnership boasts 1,400 members representing more than 200,000 employees in the Metro Jackson Area. Members range from the sole proprietors to the largest corporations. The Board of Directors and the Chamber staff are dedicated to enhancing the financial climate of the metropolitan business community by promoting all members with opportunities to expand their business; and

WHEREAS, a municipality may pay professional association dues for individuals if the public entity determines that the professional association dues or licensing fees are reasonable and necessary to the performance of the employee's duties and the membership must accrue to the benefit of the municipality, and any benefit to the individual must be merely incidental.

IT IS, THEREFORE, ORDERED that the governing authorities for the City of Jackson determine that GJCP professional association dues are reasonable and necessary to the performance of the City. Duties and the membership accrue to the benefit of the municipality, and any benefit to the City of Jackson is merely incidental.

IT IS FURTHER ORDERED that the City of Jackson is authorized to pay the Greater Jackson Chamber Partnership \$10,000.00 to renew membership dues for the City.

Council Member Hartley moved adoption; Council Member Lindsay seconded.

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

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ORDER AMENDING THE DATES OF AGREEMENT WITH NATIONAL LEAGUE OF CITIES' (NLC) MUNICIPALITIES REIMAGINING COMMUNITY SAFETY GRANT TO ESTABLISH AN OFFICE OF VIOLENCE PREVENTION AND TRAUMA RECOVERY.

WHEREAS, on June 21, 2022, the City Council approved an Order authorizing the Mayor to execute any and all documents and agreements necessary to accept and administer the NLC's Municipalities Reimagining Community Safety Grant; and

WHEREAS, the overarching purpose of the NLC'S Municipalities Reimagining Community Safety (MRCS) Initiative is to advance and support city efforts to rethink local systems of public safety and move toward more community driven violence prevention; and

WHEREAS, with support from the Wells Fargo Foundation, the NLC MRCS Initiative will provide pass through grants for each of six cities, tailored technical assistance, and evaluation support in order to help local leaders advance the creation or updating and implementation of a comprehensive violence/safety/violence prevention plan; and

WHEREAS, Jackson, MS was one of the six cities selected to participate in this initiative to support the work of the Mayor's Public Safety Task Force in its efforts to develop a

comprehensive public safety plan and to expand those efforts to encompass victim services and trauma recovery; and

WHEREAS, the City of Jackson was awarded \$700,000.00 over a two-year period (\$475,000.00 Year 1; \$225,000.00 Year 2) to bring together elected leaders, city staff, residents, and local organizations to pursue coordinated, equitable, community-centered safety efforts to create safer communities from June 1, 2022 to May 31, 2024; and

WHEREAS, the NLC proposed an Addendum to extend the deadline to September 31, 2024 and it is in the best interest of the City of Jackson to agree to the extension.

IT IS, THEREFORE, ORDERED that the City Council of the City of Jackson hereby approves the Addendum to extend the deadline to May 31, 2024 to the NLC grant and authorizes the Mayor's execution of any and all documents and agreements necessary to accept and administer the NLC's Municipalities Reimagining Community Safety Grant.

Council Member Lindsay moved adoption; Council Member Hartley seconded.

President Banks recognized **Council Member Foote**, who moved, seconded by **Council Member Stokes** to amend said order in the last WHEREAS, changing the date from "September 31, 2024" to "September 30, 2024". The motion prevailed by the following vote:

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

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

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

ORDER AMENDING THE DATES OF AGREEMENT WITH NATIONAL LEAGUE OF CITIES' (NLC) MUNICIPALITIES REIMAGINING COMMUNITY SAFETY GRANT TO ESTABLISH AN OFFICE OF VIOLENCE PREVENTION AND TRAUMA RECOVERY.

WHEREAS, on June 21, 2022, the City Council approved an Order authorizing the Mayor to execute any and all documents and agreements necessary to accept and administer the NLC's Municipalities Reimagining Community Safety Grant; and

WHEREAS, the overarching purpose of the NLC'S Municipalities Reimagining Community Safety (MRCS) Initiative is to advance and support city efforts to rethink local systems of public safety and move toward more community driven violence prevention; and

WHEREAS, with support from the Wells Fargo Foundation, the NLC MRCS Initiative will provide pass through grants for each of six cities, tailored technical assistance, and evaluation support in order to help local leaders advance the creation or updating and implementation of a comprehensive violence/safety/violence prevention plan; and

WHEREAS, Jackson, MS was one of the six cities selected to participate in this initiative to support the work of the Mayor's Public Safety Task Force in its efforts to develop a comprehensive public safety plan and to expand those efforts to encompass victim services and trauma recovery; and

WHEREAS, the City of Jackson was awarded \$700,000 over a two-year period (\$475,000 Year 1; \$225,000 Year 2) to bring together elected leaders, city staff, residents, and local organizations to pursue coordinated, equitable, community-centered safety efforts to create safer communities from June 1, 2022 to May 31, 2024; and

WHEREAS, the NLC proposed an Addendum to extend the deadline to September 30, 2024 and it is in the best interest of the City of Jackson to agree to the extension.

IT IS, THEREFORE, ORDERED that the City Council of the City of Jackson hereby approves the Addendum to extend the deadline to May 31, 2024 to the NLC grant and authorizes the Mayor's execution of any and all documents and agreements necessary to accept and administer the NLC's Municipalities Reimagining Community Safety Grant.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

> ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO PAY THE MISSISSIPPI BAR DUES, PROFESSIONAL ASSOCIATION DUES AND TRAVEL-RELATED EXPENSES FOR VARIOUS ORGANIZATIONS, MEC, PACER, AND COURT FILING FEES, AND ALL FEES ASSOCIATED WITH REPRESENTING THE CITYOF JACKSON AND ITS EMPLOYEES AS IT IS REASONABLE AND NECESSARY TO THE PERFORMANCE OF THE OFFICE OF THE CITYATTORNEYDUTIES.

WHEREAS, the Attorney General opined a municipality may pay professional association dues for individuals if the public entity determines that the professional association dues or licensing fees are reasonable and necessary to the performance of the employee's duties, the membership must accrue to the benefit of the municipality, and any benefit to the individual must be merely incidental; and

WHEREAS, between the Office of the City Attorney and the Prosecutor's Office, the City of Jackson employs approximately 17 attorneys licensed to practice law in Mississippi; and

WHEREAS, once admitted to the Mississippi Bar, licensed attorneys are required to pay enrollment fees to the Bar and to obtain Continuing Legal Education (CLE) credits to retain their licenses; and

WHEREAS, Section 73-3-127 of the Mississippi Code Annotated, as amended, states, "any member failing to pay any enrollment fees within sixty (60) days after the same become due shall be considered delinquent and shall be given written notice of his delinquency mailed to him by United States mail, addressed to his last known address. If the delinquent fails to pay such enrollment fees within thirty (30) days after written notice of delinquency, he shall stand suspended from membership in the Mississippi Bar"; and

WHEREAS, the City Attorney requests the authority to pay the enrollment fees set by the Mississippi Bar for all attorneys for the city of Jackson; and

WHEREAS, Rule 3(a) of the State of MS Rules and Regulations for Mandatory CLE states, "each attorney licensed to practice law in the State of Mississippi shall attend, or complete an approved substitute for attendance, a minimum or twelve (12) actual hours of approved Continuing Legal Education ("CLE") during each successive twelve (12) month period (the "CLE year") from and after August 1 of each year, of which one hour shall be in the area of legal ethics, professional responsibility, professionalism, malpractice prevention, substance abuse or mental health (the "ethics/professionalism hour")"; and

WHEREAS, each attorney newly licensed to practice law in the State of Mississippi, from and after August 1, 2015, shall, by the conclusion of the second CLE year occurring after their date of admission to The Mississippi Bar, attend or complete a new-lawyer program approved by the Commission on Continuing Legal Education, which shall be comprised of a total of twelve (12) actual hours of CLE to include six (6) hours of basic skills training and six (6) hours of ethics/professionalism. Completion of the new-lawyer program shall satisfy the requirement of subsection (a) of this Rule for such newly licensed attorney for both the CLE year of admission and the next succeeding CLE year; and

WHEREAS, according to the above-referenced rule, the attorneys for the City of Jackson, depending on their job duties and roles, are members of various professional organizations that host educational conferences, among other services and benefits, to provide CLE training; and

WHEREAS, the attorneys for the City of Jackson are usually members of at least one of the following organizations:

- 1. International Municipal Lawyers Association (Municipal Membership) Municipal Members in IMLA are cities, towns, villages, and townships represented by their chief legal officer.
- 2. National Institute of Governmental Purchasing, Inc. The Institute for Public Procurement" as the go-to-market identity for the Institute to promote our leadership role in supporting public procurement practitioners.
- 3. Mississippi Municipal Attorneys Association The Mississippi Municipal Attorneys Association was established to provide resources, educational opportunities, and a network of experienced professionals to assist local government attorneys in the highly specialized field of municipal law and in furtherance of the promotion and interests of this field. As part of this, MMAA holds two annual conferences, both of which provide attendees with continuing legal education credits.
- 4. MS Association of Governmental Purchasing and Property Agents MAGPPA serves hundreds of public purchasing professionals throughout Mississippi by promoting and maintaining high ethical values, enhancing public purchasing practices, protecting the public trust and making a positive difference by leading the way through excellence.
- 5. MS Bar Summer School and Annual Meeting A week of CLE, business meetings, luncheons, dinners, networking and community service with the MS Bar.
- 6. Mississippi Prosecutor Association The Mississippi Prosecutors Association is a nonprofit organization which provides support to prosecuting attorneys in the state. The MPA Board of Directors and committees provide leadership and guidance for training, legislative, and other criminal justice initiatives in the State of Mississippi.
- 7. Capital Area Bar Association The Capital Area Bar Association is a voluntary bar association that serves Hinds County and the metropolitan areas of Madison and Rankin Counties by providing members with opportunities to engage on current legal issues through publications, CLE and key speakers.

WHEREAS, to comply with Rule 3(a) and (b) of the State of MS Rules and Regulations for Mandatory CLE, the City Attorney requests the authority to pay the Mississippi Bar membership fees and the cost of the CLEs associated with the above-referenced professional organizations; and

WHEREAS, various seminars, conferences, workshops, and other educational programs are held from time to time that require the attorneys to travel; and

WHEREAS, there is no authority to pay travel-related expenses prior to the approval by the governing authorities; therefore, the City Attorney requests the authority to pay in an amount not to exceed \$1,500.00 per attorney, but shall not exceed the amount available in the budget, for travel expenses in connection with the attendance of any seminars, conferences, workshops, and other educational programs related to the attorney's responsibilities and related to the above-referenced professional organizations; and

WHEREAS, furthermore, the attorneys for the City of Jackson are engaged in constant litigation and are required to utilize legal research tools as well as filing documents electronically on Mississippi Electronic Commission (MEC) and Public Access to Court Electronic Records (PACER) within different courts; and WHEREAS, the City Attorney request the authority to pay necessary invoices of the court reporters, expert witnesses, process servers fees and supplies, and the fees associated with electronic filing and court filing fees set by all Mississippi state and federal courts to defend the City of Jackson properly; and

WHEREAS, this request is limited to the attorney's managed by the Office of the City Attorney.

IT IS, THEREFORE, ORDERED that the governing authorities find it necessary to authorize the City Attorney to pay The Mississippi Bar and CLEs dues for all attorneys for the city to comply with Section 73-3-127 of the Mississippi Code Annotated and Rule 3(a) of the State of MS Rules and Regulations for Mandatory CLE.

IT IS, THEREFORE, ORDERED that the governing authorities for the City of Jackson determined the above-referenced professional association dues are reasonable and necessary to the performance of the duties of the attorneys for the city of Jackson and the membership accrue to the benefit of the municipality, and any benefit to the attorneys for the city is merely incidental.

IT IS FURTHER, ORDERED that the governing authorities find it necessary and proper to authorize the City Attorney to pay professional association dues and travel-related expenses in the amount of \$1,500.00 per attorney, but shall not exceed the amount available in the budget, for travel expenses in connection with the attendance of any seminars, conferences, workshops, and other educational programs related to the attorney's responsibilities and associated with the above-referenced professional organizations.

IT IS FURTHER, ORDERED that the governing authorities find it necessary and proper to authorize the City Attorney the authority to pay necessary invoices of the court reporters, expert witnesses, process servers fees and supplies, and the fees associated with electronic filing and court filing fees set by the courts to defend the City of Jackson properly.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

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

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

ORDER ESTABLISHING AND AUTHORIZING A PETTY CASH FUND FOR THE

ORDER ESTABLISHING AND AUTHORIZING A PETTY CASH FUND FOR THE OFFICE OF THE CITY ATTORNEY.

WHEREAS, Section 7-7-60 of the Miss. Code Ann. as amended, provides "[a] petty cash fund for offices within the county, municipality or board of education may be established in accordance with regulations set forth by the State Auditor's office; and

WHEREAS, according to the "Routine Petty Cash Fund Procedures" set forth in the 2022 Municipal Audit and Accounting Guide, the municipal governing authorities may authorize a petty cash fund. The authorization must be spread upon the minutes and include: (1) Reasons for establishing the fund; (2) Purposes for which fund money may be spent; (3) The dollar amount of the fund; (4) Custodian(s); and 5) Any special provisions, such as the use of depository account(s); and

WHEREAS, the Office of the City Attorney recommends the governing authorities for the city of Jackson authorize a petty cash fund of \$250.00 to pay for the filing of deeds, certified mail postage, new keys for employees, and other necessary items for the department; and

WHEREAS, the reason for establishing the fund is to allow for the Office of the City Attorney to keep sufficient cash to cover minor, everyday business expenditures such as filing of deeds, certified mail postage, new keys for employees, and other necessary items for the department; and

WHEREAS, the Executive Legal Administrator and the Legal Administrator Coordinator for the Office of the City Attorney will be designated at the Custodian of said funds for the Office of the City Attorney; and

WHEREAS, there are no special provisions, such as the use of depository account(s) for this petty cash fund.

IT IS, THEREFORE, ORDERED that a petty cash fund of \$250.00 be established for the Office of the City Attorney to pay for the filing of deeds, certified mail postage, new keys for employees, and other necessary items for the department.

Council Member Lindsay moved adoption; Council Member Hartley seconded.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR STMS ENTERPRISES FOR PURCHASING AND INSTALLING AIR FILTERS AT JTRAN ADMINISTRATIVE AND MAINTENANCE FACILITY (JAMF) FOR FISCAL YEAR 2023.

WHEREAS, the City of Jackson Planning and Development/Transit Services Division must maintain JTRAN Administrative and Maintenance Facility (JAMF) located at 1785 Highway 80W; and

WHEREAS, November 1, 2022, Planning and Development Department /Transit Services Division received one (1) quote for professional services to purchase and install the air filters at JAMF; and

WHEREAS, it is the City of Jackson intentions to award a purchase order to STMS Enterprises to purchase and install the air filters at JAMF located at 1785 Highway 80W for Fiscal Year; and

WHEREAS, the Planning and Development Department/Transit Services will use funds from the Federal Transit Administration (FTA) at eighty percent (80%) with a local match of twenty percent (20%) from the FY2023 Transit Budget; and

WHEREAS, the total amount of the purchase order is two thousand nine hundred twentytwo dollars and ninety-nine cents (\$2,922.99), in which two thousand three hundred thirty-eight dollars and thirty-nine cents (\$2,338.39) is covered by FTA and five hundred eighty-four and sixty cents (\$584.60) will be covered by local match from the FY2023 Transit budget.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a purchase order for STMS Enterprises to purchase and install air filters at JAMF for FY2023.

IT IS FURTHER ORDERED that the total amount expended to STMS Enterprises during the term of the purchase order shall not exceed two thousand nine hundred twenty-two dollars and ninety-nine cents (\$2,922.99).

Council Member Lindsay moved adoption; Council Member Hartley seconded.

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

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RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI TAKING OFFICIAL ACTION TOWARDS THE APPROVAL OF THE CITY OF JACKSON, MISSISSIPPI, URBAN RENEWAL PLAN (CITY OF JACKSON, MISSISSIPPI PLANETARIUM PROJECT 2023); SETTING A PUBLIC HEARING ON SUCH URBAN RENEWAL PLAN (CITY OF JACKSON, MISSISSIPPI PLANETARIUM PROJECT 2023); AUTHORIZING AN URBAN RENEWAL PROJECT; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council (the "<u>Governing Body</u>") of the City of Jackson, Mississippi (the "<u>City</u>"), acting for and on behalf of the City, is authorized by Sections 43-35-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "<u>Urban</u> <u>Renewal Act</u>"), to undertake urban renewal projects, including, but not limited to, the acquisition of blighted areas within the City, the removal of existing buildings and other improvements upon such blighted areas, the installation, consecution or reconstruction of streets, utilities, parks, playgrounds and other necessary improvements of such blighted areas and the acquisition and disposition of real property in such blighted areas in order to encourage private enterprise within the City in order to improve certain blighted areas of the City, and for the promotion of the safety, health, welfare, convenience and prosperity of the City; and

WHEREAS, the Governing Body finds and determines that one or more slum or blighted areas continue to exist in the City (the "2023 Urban Renewal Area") and the rehabilitation, conservation, redevelopment or a combination thereof, of such 2023 Urban Renewal Area is necessary and in the interest of the public health, safety, morals and welfare of the residents of the City; and

WHEREAS, in compliance with Section 43-35-13 of the Urban Renewal Act, the Governing Body, acting for and on behalf of the City, desires to approve a new 2023 Urban Renewal Plan (City of Jackson, Mississippi Planetarium Project 2023), as more particularly described in EXHIBIT B hereto (the "2023 Urban Renewal Plan"), to rehabilitate, conserve, and/or redevelop the 2023 Urban Renewal Area, as more particularly described in EXHIBIT A hereto (the "Project Site") as well as repairing, improving, adorning and equipping the Arts Center of Mississippi and the Russell C. Davis Planetarium and for other authorized purposes in connection with same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities located at 201 E. Pascagoula Street, Jackson, MS 39201(the "2023 Urban Renewal Project"); and

WHEREAS, pursuant to Sections 21-33-301 et seq., Mississippi Code of 1972, as amended and supplemented from time to time (the "City Bond Act") and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended and supplemented from time to time (the "Bank Act"), the City will issue either (a) general obligation bonds of the City, in one or more taxable or tax-exempt series in a total aggregate principal amount of not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000) (the "Series 2023 Bonds"), (b) a general obligation bond of the City to be sold to the Mississippi Development Bank (the "<u>Bank</u>"), in one or more taxable or tax-exempt series, in a total aggregate principal amount of not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000) (the "Series 2023 City Bond"), and/or (c) by entering into a taxable or taxexempt loan(s) with the Bank to borrow money from the Bank in a total principal amount not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000) (the "Series 2023 Loan"). Such Series 2023 Bonds shall be issued in the form of one or more instruments. The proceeds from sale of the Series 2023 Bonds shall be used to finance the Urban Renewal Project and/or Construction Project (as defined in the Series 2023 City Bond Resolution) and contributed to the Jackson Redevelopment Authority ("JRA"), an entity established as an urban renewal agency pursuant the Urban Renewal Act, to use all or a portion of the Series 2023 Bond proceeds as a leverage loan in accordance with the financing and as authorized pursuant to the Series 2023 City Bond Resolution dated September 26, 2023 and the Series 2023 Indenture, dated the date of delivery thereof; and

WHEREAS, the Project Site, currently owned and operated by the City, will be ground leased to JRA, and JRA, acting pursuant to Sections 57-105-1 of the Mississippi Code of 1972, as amended (the "<u>MS NMTC Act</u>"), intends to establish a "Public Benefit Corporation" (as defined therein) (the "<u>PBC</u>") in order to facilitate the financing for the Construction Project and/or Urban Renewal Project utilizing federal New Markets Tax Credits Pursuant to Section 45D of the Internal Revenue Code of 1986, as amended (the "<u>Code</u>") and, if available, Mississippi Equity Investment Tax Credits of the MS NMTC Act. JRA will ground lease the Project Site to the PBC for purposes of financing the Construction Project and/or Urban Renewal Project pursuant to the MS NMTC Act. JRA, the City and the newly formed PCB will enter into a joint development agreement, wherein the PBC will pay turnkey development payments to the City to facilitate the cost of construction of the Project. Upon completion of the renovations, the PBC will lease back the Urban Renewal Project to the City for operations; and

WHEREAS, the Governing Body has been presented with the 2023 Urban Renewal Plan in order to improve the 2023 Urban Renewal Area, and promote the safety, health, welfare, convenience and prosperity of the City; and

WHEREAS, the Governing Body, acting for and on behalf of the City, desires, in accordance with the Urban Renewal Act, to hold a public hearing with respect to such 2023 Urban Renewal Plan and direct that publication of notice of such public hearing be provided in accordance with the Urban Renewal Act; and

WHEREAS, the Governing Body finds that the 2023 Urban Renewal Plan should be reviewed to determine if it is consistent with the City's general plan for development (the "<u>Comprehensive Plan</u>"); and

WHEREAS, the Governing Body, upon review of the 2023 Urban Renewal Plan by the Planning and Zoning Commission (the "<u>Planning Commission</u>") and the Governing Body's determination that it is consistent with the Comprehensive Plan and after holding a public hearing on the proposed approval of the 2023 Urban Renewal Plan and the 2023 Urban Renewal Project described therein in conformity with Section 43-35-13 of the Urban Renewal Act, will be authorized to approve the 2023 Urban Renewal Plan and proceed with the Urban Renewal Project; and

WHEREAS, the Project is in accordance with the provisions of the Constitution and the laws of the State of Mississippi (the "<u>State</u>"), is in the best interests of the citizens of the City and there are no other available funds on hand or otherwise available from regular sources to finance the Project.

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

SECTION 1. All statements, findings and determinations set forth in the above and foregoing recitations are hereby declared to be true and correct and are incorporated herein as facts.

SECTION 2. That the proposed the 2023 Urban Renewal Plan, attached hereto as EXHIBIT B and made a part hereof, is hereby acknowledged and incorporated fully herein by reference.

SECTION 3. That the real property described in EXHIBIT A hereto is hereby determined to be blighted in that the predominance of defective and inadequate street layout and faulty layout in relation to size, adequacy, accessibility, and usefulness of such property, and its economic disuse substantially impairs the sound growth of the City; such property as described in <u>Exhibit A</u> is therefore designated as an "urban renewal area" as defined in the Urban Renewal Act and appropriate for the 2023 Urban Renewal Project.

SECTION 4. That the City Clerk of the City (the "<u>City Clerk</u>") is hereby directed to immediately submit a true and correct copy of this Resolution and the proposed 2023 Urban Renewal Plan to the Planning Commission for its review and recommendations as to its conformity with the Comprehensive Plan for the development of the City as a whole, and further to direct that said Planning Commission recommendations and findings be submitted to the City Clerk for presentation to the Governing Body of the City within thirty (30) days after receipt of the 2023 Urban Renewal Plan as required by Section 43-35-13 of the Urban Renewal Act.

SECTION 5. That a public hearing (the "<u>Public Hearing</u>") shall be held with respect to the proposed 2023 Urban Renewal Plan at the regular meeting place of the Governing Body, in the City Hall of the City, located at 219 S. President Street, Jackson, Mississippi 39201, at the hour of 10:00 o'clock a.m. on October 10, 2023, or at some meeting or meetings subsequent thereto.

SECTION 6. That, in full compliance of the Urban Renewal Act, the City Clerk is hereby directed to publish, one (1) time prior to the Public Hearing date, a notice of said Public Hearing, attached heretofore as Exhibit C (the "Notice") of Public Hearing in *The Clarion Ledger* and *The Mississippi Link*, both newspapers published in and having a general circulation in the City's boundaries and the area within five miles of the City's boundaries and qualified under the provisions of Section 43-35-13 of the Urban Renewal Act.

SECTION 7. That the City Clerk of the Governing Body shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of the publication of this Resolution and the required Notice of Public Hearing and have the same before the Governing Body on the date and hour specified in Section 5 hereof.

SECTION 8. If any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 9. This Resolution shall be in effect immediately upon its passage and enactment according to law, or at the earliest date of effect under law, and shall be spread upon the minutes of the Governing Body of the City.

Council Member Lindsay moved adoption; Vice President Lee seconded.

President Banks recognized **Mike Williams, Deputy Director of Human and Cultural Services** and **Trey Harriston, of Butler Snow,** who provided a brief overview of said item.

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

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

There came on for consideration, Agenda Item No. 42:

ORDER APPOINTING CHIEF DEPUTY CLERK OF THE COUNCIL FOR THE CITY OF JACKSON, MISSISSIPPI. President Banks stated said item would be taken up later in Executive Session.

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There came on for consideration, Agenda Item No. 43:

ORDER APPOINTING CHIEF DEPUTY CLERK OF THE COUNCIL FOR THE CITY OF JACKSON, MISSISSIPPI. President Banks stated said item would be taken up later in Executive Session.

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

ORDER APPOINTING CHIEF DEPUTY CLERK OF THE COUNCIL FOR THE CITY OF JACKSON, MISSISSIPPI. President Banks stated said item would be taken up later in Executive Session.

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There came on for consideration, Agenda Item No. 45:

ORDER APPOINTING CHIEF DEPUTY CLERK OF THE COUNCIL FOR THE CITY OF JACKSON, MISSISSIPPI. President Banks stated said item would be taken up later in Executive Session.

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President Banks recognized **Council Member Lindsay** who moved, seconded by **Council Member Hartley** to add an item to the agenda on an emergency basis, **Order ratifying a contract with Delta Constructors, Inc. for sanitary sewer main line repairs at 4145 North State Street.** The motion failed by the following vote:

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

> **DISCUSSION: LANE CHAPEL CHURCH: President Banks** recognized **Council Member Stokes** who expressed concerns regarding burned structures near Lane Chapel Church being a magnet for criminal activity. President Banks recognized Rev. Lauren Ellen Powell who petitioned the City for help to clean up the area around the church located at 3304 Fontain Ave. **President Banks** recognized **Louis Wright, Chief Administrative Officer,** who stated he would contact Code Enforcement, Department of Planning and JPD to help address these issues.

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DISCUSSION: LAP BAKER- (JACKSON STATE UNIVERSITY): President Banks recognized **Council Member Stokes** who expressed concerns regarding the need to repave Jackson State Parkway and do better maintenance around the Jackson State University area. President Banks recognized **Lap Baker, Community Leader,** who expressed concerns regarding uncut grass and dilapidated houses contributing to crime around the Jackson State University and reiterated the need for a neighborhood revitalization plan for that area.

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DISCUSSION: GARBAGE RFP: President Banks recognized **Council Member Foote** who expressed concern regarding the lack of an active RFP for a garbage contract and expressed his hope that the City would issue and RFP soon in hopes of avoiding another garbage contract dispute.

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

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The following reports/announcements were provided during the meeting:

- Council Member Stokes announced that there is a need to address the issue of wearing mask and carrying guns into convenience stores in the community.
 President Banks recognized John Williams, who stated he witnessed a guy carrying an illegal gun inside of a convenience store.
- Louis Wright, Chief Administrative Officer, announced the following:
 - National Night Out will be October 24, 2023. Call (601) 960-2049 or (601) 960-2324 to register for participation.

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Note: Council Member Stokes left the meeting.

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President Banks recognized **Council Member Lindsay** who moved, seconded by **Council Member Hartley** to go into Closed Session to take up Agenda Items 42, 43, 44 and 45. The motion prevailed by the following vote:

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

President Banks announced to the public that the Council voted to go into Closed Session to discuss going into Executive Session regarding "Personnel Matters within the Office of the Clerk of Council", to discuss Agenda Items No. 42, 43, 44 and 45.

During Closed Session, **Council Member Hartley** moved, seconded by **Council Member Lindsay** to go into Executive Session to discuss personnel matters within the Office of the Clerk of Council. The motion prevailed by the following vote:

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

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

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

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

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During Executive Session, the Council took action on Agenda Item No. 42, 43, 44 and 45.

ORDER APPOINTING CHIEF DEPUTY CLERK OF THE COUNCIL FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

WHEREAS, the position of Chief Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

WHEREAS, after evaluating the candidate's qualifications and experience, the governing authorities for the City of Jackson have determined that *Jessica Whitlock* is a suitable person to serve as Chief Deputy Clerk of the Council.

IT IS HEREBY ORDERED that *Jessica Whitlock* shall be appointed to serve as Chief Deputy Clerk of the Council commencing on October 1, 2023.

IT IS HEREBY ORDERED that *Jessica Whitlock* upon commencement of service as Chief Deputy Clerk of the Council shall be a full-time employee.

IT IS HEREBY ORDERED that the compensation to be paid to *Jessica Whitlock* upon commencement of service as Chief Deputy Clerk of Council shall be \$45,753.36 excluding any applicable fringe benefits.

IT IS HEREBY ORDERED that *Jessica Whitlock's* tenure as Chief Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

IT IS HEREBY ORDERED that no contract shall be construed as resulting from the appointment of *Jessica Whitlock* as Chief Deputy Clerk of the Council.

IT IS FINALLY ORDERED that Mississippi's law concerning at will employment shall remain unchanged by the appointment of *Jessica Whitlock* as Chief Deputy Clerk of the Council.

Vice President Lee moved adoption; Council Member Hartley seconded.

President Banks recognized **Council Member Lindsay** who moved; seconded by **Council Member Grizzell**, to amend said order to change the date to "October 1, 2023" to "October 9, 2023". The motion prevailed by the following votes:

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

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

ORDER APPOINTING CHIEF DEPUTY CLERK OF THE COUNCIL FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

WHEREAS, the position of Chief Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

WHEREAS, after evaluating the candidate's qualifications and experience, the governing authorities for the City of Jackson have determined that *Jessica Whitlock* is a suitable person to serve as Chief Deputy Clerk of the Council.

IT IS HEREBY ORDERED that *Jessica Whitlock* shall be appointed to serve as Chief Deputy Clerk of the Council commencing on October 9, 2023.

IT IS HEREBY ORDERED that *Jessica Whitlock* upon commencement of service as Chief Deputy Clerk of the Council shall be a full-time employee.

IT IS HEREBY ORDERED that the compensation to be paid to *Jessica Whitlock* upon commencement of service as Chief Deputy Clerk of Council shall be \$45,753.36 excluding any applicable fringe benefits.

IT IS HEREBY ORDERED that *Jessica Whitlock's* tenure as Chief Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

IT IS HEREBY ORDERED that no contract shall be construed as resulting from the appointment of *Jessica Whitlock* as Chief Deputy Clerk of the Council.

IT IS FINALLY ORDERED that Mississippi's law concerning at will employment shall remain unchanged by the appointment of *Jessica Whitlock* as Chief Deputy Clerk of the Council.

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

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ORDER APPOINTING CHIEF DEPUTY CLERK OF THE COUNCIL FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

WHEREAS, the position of Chief Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

WHEREAS, after evaluating the candidate's qualifications and experience, the governing authorities for the City of Jackson have determined that *Michael Nickols* is a suitable person to serve as Chief Deputy Clerk of the Council.

IT IS HEREBY ORDERED that *Michael Nickols* shall be appointed to serve as Chief Deputy Clerk of the Council commencing on October 1, 2023.

IT IS HEREBY ORDERED that *Michael Nickols* upon commencement of service as Chief Deputy Clerk of the Council shall be a full-time employee.

IT IS HEREBY ORDERED that the compensation to be paid to *Michael Nickols* upon commencement of service as Chief Deputy Clerk of Council shall be \$45,753.36 excluding any applicable fringe benefits.

IT IS HEREBY ORDERED that *Michael Nickols*' tenure as Chief Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

IT IS HEREBY ORDERED that no contract shall be construed as resulting from the appointment of *Michael Nickols* as Chief Deputy Clerk of the Council.

IT IS FINALLY ORDERED that Mississippi's law concerning at will employment shall remain unchanged by the appointment of *Michael Nickols* as Chief Deputy Clerk of the Council.

Council Member Lindsay moved adoption; Council Member Hartley seconded.

President Banks recognized **Vice President Lee** who moved; seconded by **Council Member Lindsay**, to amend said order to change the date to "October 1, 2023" to "October 9, 2023". The motion prevailed by the following votes:

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

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

ORDER APPOINTING CHIEF DEPUTY CLERK OF THE COUNCIL FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

WHEREAS, the position of Chief Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

WHEREAS, after evaluating the candidate's qualifications and experience, the governing authorities for the City of Jackson have determined that *Michael Nickols* is a suitable person to serve as Chief Deputy Clerk of the Council.

IT IS HEREBY ORDERED that *Michael Nickols* shall be appointed to serve as Chief Deputy Clerk of the Council commencing on October 9, 2023.

IT IS HEREBY ORDERED that *Michael Nickols* upon commencement of service as Chief Deputy Clerk of the Council shall be a full-time employee.

IT IS HEREBY ORDERED that the compensation to be paid to *Michael Nickols* upon commencement of service as Chief Deputy Clerk of Council shall be \$45,753.36 excluding any applicable fringe benefits.

IT IS HEREBY ORDERED that *Michael Nickols*' tenure as Chief Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

IT IS HEREBY ORDERED that no contract shall be construed as resulting from the appointment of *Michael Nickols* as Chief Deputy Clerk of the Council.

IT IS FINALLY ORDERED that Mississippi's law concerning at will employment shall remain unchanged by the appointment of *Michael Nickols* as Chief Deputy Clerk of the Council.

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

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ORDER APPOINTING CHIEF DEPUTY CLERK OF THE COUNCIL FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

WHEREAS, the position of Chief Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

WHEREAS, after evaluating the candidate's qualifications and experience, the governing authorities for the City of Jackson have determined that *Felicia Joyner* is a suitable person to serve as Chief Deputy Clerk of the Council.

IT IS HEREBY ORDERED that *Felicia Joyner* shall be appointed to serve as Chief Deputy Clerk of the Council commencing on October 1, 2023.

IT IS HEREBY ORDERED that *Felicia Joyner* upon commencement of service as Chief Deputy Clerk of the Council shall be a full-time employee.

IT IS HEREBY ORDERED that the compensation to be paid to *Felicia Joyner* upon commencement of service as Chief Deputy Clerk of Council shall be \$46,842.72 excluding any applicable fringe benefits.

IT IS HEREBY ORDERED that *Felicia Joyner's* tenure as Chief Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

IT IS HEREBY ORDERED that no contract shall be construed as resulting from the appointment of *Felicia Joyner* as Chief Deputy Clerk of the Council.

IT IS FINALLY ORDERED that Mississippi's law concerning at will employment shall remain unchanged by the appointment of *Felicia Joyner* as Chief Deputy Clerk of the Council.

Council Member Lindsay moved adoption; Council Member Hartley seconded.

President Banks recognized **Council Member Lindsay** who moved; seconded by **Council Member Hartley**, to amend said order to change the date to "October 1, 2023" to "October 9, 2023". The motion prevailed by the following votes:

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

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

ORDER APPOINTING CHIEF DEPUTY CLERK OF THE COUNCIL FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

WHEREAS, the position of Chief Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

WHEREAS, after evaluating the candidate's qualifications and experience, the governing authorities for the City of Jackson have determined that *Felicia Joyner* is a suitable person to serve as Chief Deputy Clerk of the Council.

IT IS HEREBY ORDERED that *Felicia Joyner* shall be appointed to serve as Chief Deputy Clerk of the Council commencing on October 9, 2023.

IT IS HEREBY ORDERED that *Felicia Joyner* upon commencement of service as Chief Deputy Clerk of the Council shall be a full-time employee.

IT IS HEREBY ORDERED that the compensation to be paid to *Felicia Joyner* upon commencement of service as Chief Deputy Clerk of Council shall be \$46,842.72 excluding any applicable fringe benefits.

IT IS HEREBY ORDERED that *Felicia Joyner's* tenure as Chief Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

IT IS HEREBY ORDERED that no contract shall be construed as resulting from the appointment of *Felicia Joyner* as Chief Deputy Clerk of the Council.

IT IS FINALLY ORDERED that Mississippi's law concerning at will employment shall remain unchanged by the appointment of *Felicia Joyner* as Chief Deputy Clerk of the Council.

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

* * * * * * * * * * * * * *

ORDER APPOINTING CHIEF DEPUTY CLERK OF THE COUNCIL FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

WHEREAS, the position of Chief Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

WHEREAS, after evaluating the candidate's qualifications and experience, the governing authorities for the City of Jackson have determined that *Lashunda Franklin* is a suitable person to serve as Chief Deputy Clerk of the Council.

IT IS HEREBY ORDERED that *Lashunda Franklin* shall be appointed to serve as Chief Deputy Clerk of the Council commencing on October 1, 2023.

IT IS HEREBY ORDERED that *Lashunda Franklin* upon commencement of service as Chief Deputy Clerk of the Council shall be a full-time employee.

IT IS HEREBY ORDERED that the compensation to be paid to *Lashunda Franklin* upon commencement of service as Chief Deputy Clerk of Council shall be \$55,267.76 excluding any applicable fringe benefits.

IT IS HEREBY ORDERED that *Lashunda Franklin's* tenure as Chief Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

IT IS HEREBY ORDERED that no contract shall be construed as resulting from the appointment of *Lashunda Franklin* as Chief Deputy Clerk of the Council.

IT IS FINALLY ORDERED that Mississippi's law concerning at will employment shall remain unchanged by the appointment of *Lashunda Franklin* as Chief Deputy Clerk of the Council.

Council Member Lindsay moved adoption; Council Member Hartley seconded.

President Banks recognized **Council Member Grizzell** who moved; seconded by **Council Member Hartley**, to amend said order to change the date to "October 1, 2023" to "October 9, 2023". The motion prevailed by the following votes:

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

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

ORDER APPOINTING CHIEF DEPUTY CLERK OF THE COUNCIL FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

WHEREAS, the position of Chief Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

WHEREAS, after evaluating the candidate's qualifications and experience, the governing authorities for the City of Jackson have determined that *Lashunda Franklin* is a suitable person to serve as Chief Deputy Clerk of the Council.

IT IS HEREBY ORDERED that *Lashunda Franklin* shall be appointed to serve as Chief Deputy Clerk of the Council commencing on October 9, 2023.

IT IS HEREBY ORDERED that *Lashunda Franklin* upon commencement of service as Chief Deputy Clerk of the Council shall be a full-time employee.

IT IS HEREBY ORDERED that the compensation to be paid to *Lashunda Franklin* upon commencement of service as Chief Deputy Clerk of Council shall be \$55,267.76 excluding any applicable fringe benefits.

REGULAR MEETING OF THE CITY COUNCIL TUESDAY, SEPTEMBER 12, 2023 10:00 A.M.

IT IS HEREBY ORDERED that *Lashunda Franklin's* tenure as Chief Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

IT IS HEREBY ORDERED that no contract shall be construed as resulting from the appointment of *Lashunda Franklin* as Chief Deputy Clerk of the Council.

IT IS FINALLY ORDERED that Mississippi's law concerning at will employment shall remain unchanged by the appointment of *Lashunda Franklin* as Chief Deputy Clerk of the Council.

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

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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 September 18, 2023. At 12:11 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

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869

BE IT REMEMBERED that a Regular Zoning Meeting of the City Council of Jackson, Mississippi was convened in the Council Chambers in City Hall at 2:30 p.m. on September 18, 2023, being the third Monday of said month when and where the following things were had and done to wit:

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

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The meeting was called to order by **President Aaron Banks.**

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President Banks recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4218, 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 Banks requested that the Clerk read the Order:

ORDER GRANTING LEMUEL & ARCHIE TRIPP A CONDITIONAL USE PERMIT TO ALLOW FOR A COMMUNITY RECREATIONAL CENTER WITHIN A C-3 (GENERAL) COMMERCIAL DISTRICT FOR THE PROPERTY LOCATED AT 3181 J R LYNCH ST. (PARCEL #697-520-4), CASE NO. 4218.

WHEREAS, Lemuel & Archie Tripp has filed a petition for a Use Permit to allow for a community recreational center within a C-3 (General) Commercial District for the property located at 3181 J R Lynch St. (Parcel #697-520-4) in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has recommended approval of a Conditional Use Permit to allow for a community recreational center within a C-3 (General) Commercial District for the property located at 3181 J R Lynch St. (Parcel #697-520-4); and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, September 18, 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 August 3, 2023 and August 17, 2023 that a hearing had been held by the Jackson City Planning Board on August 23, 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 a Conditional Use Permit within the existing C-3 (General) Commercial District of the City of Jackson; and

WHEREAS, the Jackson City Council, after having considered the matter, is of the opinion that proposed use is compatible with the character of development in the vicinity relative to density, bulk and intensity of structures, parking, and other uses; would not be detrimental to the continued use, value, or development of properties in the vicinity and is in harmony with the Comprehensive Plan and that a Conditional Use Permit be granted to operate a community

Consent Item No. 8 9.26.2023 (S.Jordan, Banks) recreational center for the property located at 3181 J R Lynch St. (Parcel #697-520-4) within the existing C-3 (General) Commercial District of the City of Jackson.

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

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

Part of Lot 5, Jackson College Commercial Farms, more particularly described as follows:

Begin at intersection of the South right of way line of Lynch Street and the East right-of-way line of Craft Street, as both streets are now laid out and in use (February, 1967) and run thence easterly along said South right of way of Lynch Street a distance of 160.0 feet to a point; thence leaving South right of way turn right through an angle of 90 degrees 30 minutes and run southerly a distance of 124.85 feet to a point; thence turn right through an angle, of 89 degrees 30 minutes and run westerly a distance of 160.0 feet to a point on aforementioned East right-of-way of Craft Street; thence run northerly along said East right of way of Craft Street a distance of 124.85 feet to the point of beginning, Said property containing 19,976 square feet or .46 acres, more or less.

be and is hereby modified so as to approve a Conditional Use Permit to operate a community recreational center within a C-3 (General) Commercial District for the property located at 3181 J R Lynch St. (Parcel #697-520-4). The Conditions of the Use Permit shall be that it is granted on an annual basis; that it be granted to Lemuel & Archie Tripp, the owners/operators of the community recreational center, that subsequent owners or operators of a community recreational center at the location must apply for and receive a new Use Permit and that compliance with adopted property maintenance, building, fire and Zoning codes be maintained at all times. However, that before a Use Permit is issued for any structure to be erected or use thereof on the said property, the applicant must meet the requirements established through the Site Plan Review process.

Vice President Lee moved adoption; Council Member Hartley seconded.

President Banks recognized **Lenuel & Archie Tripp, Applicant**, who spoke in favor of a Use Permit to allow for community recreational center within a C-3 (General) Commercial District.

There was no opposition from the public.

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

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

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

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President Banks recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4219, 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 Banks requested that the Clerk read the Order:

ORDER GRANTING KINYA GODBOLT A SPECIAL EXCEPTION TO ALLOW FOR A CATERING SERVICE, WHERE THEY ARE A PART OF THE OWNER/OPERATOR'S RESIDENCE WITHIN A R-1 (SINGLE-FAMILY) RESIDENTIAL DISTRICT FOR THE PROPERTY LOCATED AT 34 ELAINE CT. (PARCEL #212-354, CASE NO. 4219.

WHEREAS, Kinya Godbolt has filed a petition for a Special Exception to allow for a catering service, where they are a part of the owner/operator's residence within a R-1 (Single-Family) Residential District for the property located at 34 Elaine Ct. (Parcel #212-354), in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing has recommended approval of a Special Exception to allow for a catering service, where they are a part of the owner/operator's residence within a R-1 (Single-Family) Residential District; and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Jackson City Council would be held at the City Hall at 2:30 p.m., September 18, 2023 to consider said petition based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on August 3, 2023 and August 17, 2023 that a hearing had been held by the Jackson City Planning Board on August 23, 2023, as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of a Special Exception for the above described property within an existing R-1 (Single-Family) Residential Zoning District of the City of Jackson; and

WHEREAS, it appears to the Jackson City Council that the documents are in order, and that the recommendation of the Planning Board to approve a Special Exception to allow for a catering service, where they are a part of the owner/operator's residence within a R-1 (Single-Family) Residential District does support the promotion of the public health, safety, morals, the general welfare of the community and the granting of such will not adversely affect adjacent property owners.

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

That the property located in the First Judicial District of Hinds County, Jackson, Mississippi, and being more particularly described as follows:

LOT THIRTY-FOUR (34) ROLLING PINES, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HINDS COUNTY AT JACKSON, MISSISSIPPI, IN PLAT BOOK 29 AT PAGE 30, REFERENCE TO WHICH IS HEREBY MADE.

be and is hereby granted a Special Exception to allow for a catering service, where they are a part of the owner/operator's residence within a R-1 (Single-Family) Residential District for the property located at 34 Elaine Ct. (Parcel #212-354). However, that before for any structure is erected or use thereof on the said property, the applicant must meet the requirements established through the Site Plan Review process.

Council Member Hartley moved adoption; President Banks seconded.

President Banks recognized **Kinya Godbolt, Applicant**, who spoke in favor of a **S**pecial Exception to allow for a catering service, where they are a part of the owner/operator's residence within a R-1 (Single-Family) Residential District.

There was no opposition from the public.

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

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

* * * * * * * * * * * * * * *

President Banks recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4220, 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 Banks requested that the Clerk read the Order:

ORDER GRANTING JISHNU GOSAIN A CONDITIONAL USE PERMIT TO ALLOW FOR THE OPERATION OF A LIQUOR STORE IN A NEIGHBORHOOD SHOPPING CENTER AND NOT IN COMBINATION WITH A CONVENIENCE T YPE GROCERY STORE OR SERVICE STATION WITHIN A C-3 (GENERAL) COMMERCIAL DISTRICT FOR PROPERTY LOCATED AT 4840 HIGHWAY 18 W. (PARCEL #831-100-2), CASE NO. 4220.

WHEREAS, Jishnu Gosain 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-3 (General) Commercial District for the property located at 4840 Highway 18 W. (Parcel #831-100-2) in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has recommended approval of a Use Permit to allow for a liquor store in a neighborhood shopping center and not in combination with a convenience type grocery store or service station within a C-3 (General) Commercial District for the property located at 4840 Highway 18 W. (Parcel #831-100-2); and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, September 18, 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 August 3, 2023 and August 17, 2023 that a hearing had been held by the Jackson City Planning Board on August 23, 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-3 (General) Commercial District of the City of Jackson; and

WHEREAS, the Jackson City Council, after having considered the matter, is of the opinion that the proposed use would be compatible with the character of development in the vicinity relative to density, bulk and intensity of structures, parking, and other uses and that a Use Permit be granted to allow for a liquor store in a neighborhood shopping center not in combination with a convenience type grocery store or service station within the existing C-3 (General) Commercial District of the City of Jackson; 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

873

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:

The Land referred to herein below is situated in the First Judicial District of Hinds County, Mississippi, and is described as follows:

Tax Parcel Identification Numbers: 831-100-2 and 830-81

A parcel of land containing 1.3571 acres, more or less, lying and being situated in part of Lots 1, 2, and 1 8 of Saunders Farm, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Play) Book 2 at Page 107, and also in the Northeast 14 of the Southwest 14 and in the Northwest 14 of the Southeast !4 of Section II, Township 5 North, Range 1 West, First Judicial District of Hinds County, Mississippi, and being more particularly described as follows:

Commencing at the Northwest comer of the Southeast ¹/₄ of Section 11, Township 5 North, Range 1 West, Hinds County, Mississippi, marked by a found railroad spike; thence North 90 degrees 00minutes 00 seconds East for a distance of 331.48 feet; thence South 00 degrees 00 minutes 00seconds East for a distance of 175.45 feet to a right of way monument marking the Easterly right of way of Mississippi Highway 18, as it is now laid out and exists, August 20, 1996; thence South 42 degrees.30 minutes 35 seconds West along said East right of way of Mississippi Highway 18 for a distance of 637.00 feet to a set ¹/₂ inch iron pin; thence South 36 degrees 47 minutes 57 seconds West along said East right of way of Mississippi Highway 18 for a distance of 31.35 feet to a set 1/2 inch iron pin marking the POINT OF BEGINNING of the following described parcel; thence South 47 degrees 12 minutes 03 seconds East for a distance of 66.82 feet to a set '4 inch iron. pin; thence South 68 degrees 36 minutes 01 seconds East for a distance of 64.65 feet to a set ¹/₂ inch iron pin; thence North 90 degrees 00 minutes 00 seconds East for a distance of 94.52 feet to a set 1/2 inch iron pin; thence North 42 degrees 31 minutes 43 seconds East for a distance of 231.55 feet to a found ¹/₂ inch pin marking the Southeast (being the most Southerly) comer of the Waffle House property; thence North 47 degrees 29 minutes 25 seconds West for a distance of 200.00 feet to the Southeasterly, right of way of said Highway 18; thence South 42 degrees 30 minutes 35 seconds West for a distance of 287.17 feet to a point; thence ran South 36 degrees 47 minutes 57 seconds West for a distance of 31.35 feet to the POINT OF BEGINNING.

TOGETHER WITH a non-exclusive easement ten (10) feet in width for a sanitary sewer line appurtenant to the conveyed property, as reserved in warranty deed from Brelon E. Grantham, Jr., et al, to Wal-Mart Stores, Inc., dated January 13, 1997, and recorded in Book 4724 at Page 596.

be and is hereby modified so as to approve a Conditional 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 for the property located at 4840 Highway 18 W. (Parcel #831-100-2) within a C-3 (General) Commercial District. The Use Permit shall be issued to the owner of the liquor store rather than to the owner of the land; shall 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, will be granted on an annual basis and remain in compliance with adopted property maintenance, building, fire and Zoning codes be maintained at all times. However, that before a Use Permit is issued for any structure to be erected or use thereof on the said property, the applicant must meet the requirements established through the Site Plan Review process.

Council Member Grizzell moved adoption; Council Member Hartley seconded.

President Banks recognized **Jishnu Gosain, Applicant**, who spoke in favor of a Use Permit to allow for operation of a liquor where part of a neighborhood shopping center and not in combination with a convenience type grocery store or service station within a C-3 (General) Commercial District.

There was no opposition from the public.

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

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

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President Banks recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4221, 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 Banks requested that the Clerk read the Order:

ORDER GRANTING ANDY ABRAMS FOUNDATION A CONDITIONAL USE PERMIT TO ALLOW TRANSITIONAL HOUSING FOR SEVEN (7) TO TWELVE (12) RESIDENTS WITHIN A R-4 (LIMITED MULTI-FAMILY) RESIDENTIAL DISTRICT FOR THE PROPERTY LOCATED AT 142 MAGNOLIA ST (PARCEL # 133-29), CASE NO. 4221.

WHEREAS, Andy Abrams Foundation has filed a petition for a Use Permit to allow for a boarding home with a Variance from the required number of parking spaces within a R-4 (Limited Multi-family) Residential District for the property located at 142 Magnolia St (Parcel # 133-29) in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, the Applicant submitted a Site Plan Review Application (SITE-23-41) prior to the submission of the Zoning Action Application which indicated that the proposed project would be a group home which is no longer a defined land use in the Zoning Ordinance but a function of the transitional housing land use; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has recommended approval of a Conditional Use Permit to allow for transitional housing for seven (7) to twelve (12) residents within a R-4 (Limited Multi-family) Residential District for the property located at 142 Magnolia St (Parcel # 133-29); 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, September 18, 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 August 3, 2023 and August 17, 2023 that a hearing had been held by the Jackson City Planning Board on August 23, 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 a Conditional Use Permit within the existing R-4 (Limited Multi-family) Residential District of the City of Jackson; and

WHEREAS, the Jackson City Council, after having considered the matter, is of the opinion that proposed use would not be detrimental to the continued use, value, or development of properties in the vicinity and that a Use Permit be granted to allow transitional housing for seven

(7) to twelve (12) residents for the property located at 142 Magnolia St (Parcel # 133-29) within the existing R-4 (Limited Multi-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:

Lot Three (3) less a strip eight (8) feet wide off the entire North side thereof and Lot Four (4), less sixty (60) feet off the entire South side thereof of the F. C. Robertson Subdivision of a part of Lot Fifteen (15) and Sixteen (16) of the Smythe Survey, West Jackson, as shown by plat of record in Book A at Page 345 of the records of the Chancery Clerk of the First Judicial District of Hinds County, Mississippi. Together with an undivided 1/5 interest and to a strip of land eight (8) feet in width off the entire North side of the said Lot three (3) of the said F. E. Robertson subdivision, which is the alley upon which the above-described land abuts.

LESS AND EXCEPT: being part of Lot Three (3) and Four (4), of the F. Robertson Subdivision as recorded in Plat Book A, at Page 345 of the Chancery Records of Hinds County, Mississippi and being more particularly described as follows:

Beginning at the NE corner of said Lot Three (3) and run Northwesterly along the North Boundary of said Lot (3), seventy (70) feet to the SW corner of Lot One (1); run thence Southwesterly, along the Southerly projection of the West Boundary of Lot One (1), seventy-one (71) feet more or less to the South boundary of that property conveyed to Roy G. Wilson, et ux, as recorded in Deed Book 1894 at Page 451 of the aforesaid Chancery Records; run thence Southeasterly along the South boundary of the said Wilson property seventy (70) feet to the East boundary of aforesaid Lot Four (4); run thence Northerly, along the East Boundary of said Lots Three (3) and Four (4), seventyone (71) feet more or less to the point of Beginning, less and except eight (8) feet off the North side of the above described property for an alley.

The above description is intended to describe the East seventy (70) feet of that property conveyed to Roy G. Wilson, etux as recorded in Deed Book 1894 at Page 451 of the Chancery Clerk Records of Hinds County, Mississippi

be and is hereby modified so as to approve a Conditional Use Permit to allow transitional housing for seven (7) to twelve (12) residents for the property located at 142 Magnolia St (Parcel # 133-29) within a R-4 (Limited Multi-family) Residential District. The Conditions of the Use Permit shall be that it is granted on an annual basis; that it be granted to the Andy Abrams Foundation, the owner/operator of the transitional house; that subsequent owners or operators of a transitional house at the location must apply for and receive a new Use Permit and that compliance with adopted property maintenance, building, fire and Zoning codes be maintained at all times. However, that before a Use Permit is issued for any structure to be erected or use thereof on the said properties, the applicant must meet the requirements established through the Site Plan Review process.

Council Member Hartley moved adoption; Vice President Lee seconded.

President Banks recognized **Akili Kelly**, representative for the **Applicant**, who spoke in favor of a Use Permit to allow for operation of a boarding home with a Variance from the required number of parking spaces within a R-4 (Limited Multi-Family) Residential District.

There was no opposition from the public.

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

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

* * * * * * * * * * * * * * *

President Banks recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4222, 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 Banks requested that the Clerk read the Order:

ORDINANCE GRANTING AFRICAN CHRISTIAN FELLOWSHIP USA, INC. JACKSON CHAPTER A REZONING FROM I-1 (LIGHT) INDUSTRIAL DISTRICT TO NMU-1 (NEIGHBORHOOD) MIXED USE DISTRICT, PEDESTRIAN ORIENTED AND AN ORDER GRANTING A USE PERMIT TO ALLOW FOR A COMMUNITY RECREATIONAL CENTER FOR PROPERTIES LOCATED AT 1638 & 1640 S. GALLATIN ST. (PARCELS 175-101, 175-104, 175-104-1, 175-262, 175-266, 175-290 & 175-330). CASE NO. 4222.

WHEREAS, African Christian Fellowship USA, Inc. Jackson Chapter has filed a petition to rezone the properties located at 1638 & 1640 S. Gallatin St. (Parcels 175-101, 175-104, 175-104-1, 175-262, 175-266, 175-290 & 175-330), in the City of Jackson, First Judicial District of Hinds County, Mississippi, from I-1 (Light) Industrial District to NMU-1, (Neighborhood) Mixed Use District, Pedestrian Oriented with a Use Permit to allow for the remodeling/ reconstructing of the buildings for religious and recreational activities; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has offered the recommendation to rezone the properties located at 1638 & 1640 S. Gallatin St. (Parcels 175-101, 175-104, 175-104-1, 175-262, 175-266, 175-290 & 175-330) from I-1 (Light) Industrial District to NMU-1, (Neighborhood) Mixed Use District, Pedestrian Oriented with a Conditional Use Permit to allow for a community recreational center; 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 Jackson City Hall at 2:30 p.m., Monday, September 18, 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 August 3, 2023 and August 17, 2023 that a hearing had been held by the Jackson City Planning Board on August 23, 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 has offered the recommendation to rezone the properties located at 1638 & 1640 S. Gallatin St. (Parcels 175-101, 175-104, 175-104-1, 175-262, 175-266, 175-290 & 175-330) from I-1 (Light) Industrial District to NMU-1, (Neighborhood) Mixed Use District, Pedestrian Oriented with a Conditional Use Permit to allow for a community recreational center; and

WHEREAS, the Jackson City Council after having considered the matter, is of the opinion that such changes would be in keeping with sound land use practice and to the best interest of the City and that there has been a substantial change in the land use character of the surrounding area that justifies rezoning the property and there is a public need for additional property in that area zoned in accordance with the request in said application since any previous Jackson City Council action for the properties at 1638 & 1640 S. Gallatin St. (Parcels 175-101, 175-104, 175-104-1, 175-262, 175-266, 175-290 & 175-330); and

WHEREAS, the Jackson City Council, after having considered the matter, is of the opinion that proposed use is compatible with the character of development in the vicinity relative to density, bulk and intensity of structures, parking, and other uses and would not be detrimental to the continued use, value, or development of properties in the vicinity within the existing NMU-1, (Neighborhood) Mixed Use District of the City of Jackson for the property at 1638 & 1640 S. Gallatin St. (Parcels 175-101, 175-104, 175-104-1, 175-262, 175-266, 175-290 & 175-330).

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

Tract 1: A certain lot or parcel of land lying in the Northwest Quarter of Section 7, Township 5 North, Range 1 East, Hinds County, Mississippi, and being more particularly described by metes and bounds as follows, to-wit:

Beginning at an iron pipe marking the Southwest corner of Lot 18, Jackson College Community Farms, run thence North along the West line of said Lot 18 327.8 feet to the Southern Right-of-way of U. S. Highway #80, run then South 60 degrees 30 minutes East along the Southern Right-of-way line of U. S. Highway #80 175 feet to the West line of Mississippi State property, run thence South 1 degree 45 minutes West along the West line of the aforementioned State property 248.7 feet to the North line of Lynch Street, run thence North 88 degrees West along the North line of Lynch Street 153 feet to the point of beginning.

Tract 2: Beginning at the Northeast Corner of that parcel of land now owned by the grantee as described in Hinds County Deed Record Book 976, page 294, said Corner being a point on the Southern right-of-way line of U. S. Highway #80, run thence South 60 degrees 30 feet East, parallel with and 100 feet from the center line of U. S. Highway No. 80, a distance of 233 feet, more or less, to a point 35 feet Westerly from the center line of present Lynch Street or North McRaven Road; run thence Southwesterly, parallel with and 35 feet from the center line of said street or road, 250 feet, more or less, to grantees present East property line; run thence North on said property line, 235 feet, more or less, to the point of beginning, containing 0.675 of an acre, more or less, and being situated in the Northwest quarter of section 7, Township 5 North, Range 1 East, Hinds County, Mississippi.

is hereby modified so as to approve the rezoning of the properties located at 1638 & 1640 S. Gallatin St. (Parcels 175-101, 175-104, 175-104-1, 175-262, 175-266, 175-290 & 175-330) from I-1 (Light) Industrial District to NMU-1, (Neighborhood) Mixed Use District, Pedestrian Oriented with a Conditional Use Permit to allow for a community recreational center. The Conditions of the Use Permit shall be that the Use Permit be granted on an annual basis; be granted to, African Christian Fellowship USA, Inc., Jackson Chapter, the owner(s)/operator(s) of the community recreational center; that subsequent owners or operators of a community recreational center at this location must apply for and receive a new Use Permit; and compliance with adopted property maintenance, building, fire codes & Zoning Codes be maintained at all times. However, that before for any structure is erected or use thereof on the said property, the applicant must meet the requirements established through the Site Plan Review process. The Zoning Administrator is ordered to note such change on the Official Zoning Map to the City of Jackson, Mississippi

SECTION 2. That the cost of publication of this Ordinance shall be borne by the petitioner.

SECTION 3. That this Ordinance shall be effective thirty (30) days after its passage and after publication of same by the petitioner.

Council Member Hartley moved adoption; Vice President Lee seconded.

There was no representative from the Applicant.

There was no opposition from the public.

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

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

* * * * * * * * * * * * * * *

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:

CASE NO.	NAME	LOCATION	<u>USE</u>	GRANTED
SE – 3844 Ward 1	Anthony R. Simon	621 E. Northside Dr. Jackson, MS 39206	Professional Non-Retail Office	09/16/13
3914 C-UP Ward 7	Richard & Company, LLC - C/o Richard McKey Initially Issued to the Fondren Renaissance Foundation	Patton Ave. Parcel #48-97 Jackson, MS 39206	Accessory Parking Lot	09/21/15
SE – 4097 Ward 1	Lakeita F. Rox-Love	5375 Red Fox Rd. Jackson, MS 39206	Professional (Real Estate) Office	09/21/20
SE – 4137 Ward 2	Betty Sullivan	1611 Countrywood Dr. Jackson, MS 39213	Professional (Real Estate) Office	9/20/21
4141 C-UP Ward 7	Miltoria Heath	1110 Noel St. Jackson, MS 39202	Commercial Child Care Center	9/20/21
C-UP 4179 Ward 5	Terrence Brent, Sr.	540 Raymond Rd. – Suite 2 Jackson, MS 39202	General Restaurant	9/19/22

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

President Banks moved adoption; Council Member Hartley seconded.

President Banks recognized Ester Ainsworth, Zoning Administrator and Kristie Metcalfe, Deputy City Attorney, who provided a brief overview of said item.

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

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

* * * * * * * * * * * * *

878

REGULAR ZONING MEETING OF THE CITY COUNCIL MONDAY, SEPTEMBER 18, 2023 2:30 P.M.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the next Regular Council Meeting to be held at 10:00 a.m. on Tuesday, September 26, 2023. At 3:32 p.m., the Council stood adjourned.

PREPARED BY:	APPROVED:	

CLERK OF COUNCIL

COUNCIL PRESIDENT DATE

879

MAYOR

ATTEST:

CITY CLERK

* * * * * * * * * * * * * *





ORDINANCE CLOSING AND VACATING A PORTION OF UNIMPROVED AND UNNAMED ALLEYS IN CLOVERHILL SUBDIVISION IN FAVOR OF THE ABUTTING LANDOWNER

WHEREAS, Damian Murriel, hereinafter referred to as "Petitioner", petitioned the City, of Jackson, Mississippi to close and vacate portions of platted but unimproved and unnamed alleys north of Block 11 Lots 1, 2, 3, and 4 of Clover Hill subdivision and between Block 6 Lots 21 and 22 of Clover Hill subdivision, hereinafter referred to as "Street", located in the City of Jackson, First Judicial District, Hinds County, Mississippi; and

WHEREAS, the Petitioner presented his petition pursuant to Section 110-5 of the Jackson Code of Ordinances; and

WHEREAS, the Petitioner is the owner of all property abutting the Street on both sides, and has, at his own expense, furnished the City of Jackson with a survey plat; and

WHEREAS, the Site Plan Review Committee of the City of Jackson reviewed the petition to close and vacate the Street on August 3, 2023, and approved the petition on September 12, 2023; and

WHEREAS, the City Council finds that the Street sought to be closed and vacated is no longer needed as a public thoroughfare and will not be needed as a public thoroughfare in the foreseeable future.

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

SECTION 1. The herein described portion of an unnamed alley constitutes a publicly dedicated right-of-way, with said right-of-way being described as follows:

20.00 feet alley, lying between the North line of Lots 1,2,3 and 4 of Block 11 and South line of Lots 21 and 22, of Block 6 of and that certain 10.00 feet alley, lying between East line of Lots 21 and the West line of Lot 22, of Block 6 of all in Clover Hill Subdivision, 0.117 ACRE PARCEL.

Begin at a set iron pin on the east right-of-way line of Brown Street, marking the northwest corner of Lot 1 of Block 11, and the southwest corner of a 20.00 feet alley, (not opened) in Clover Hill Subdivision, according to a map or plat thereof on file and of record in plat book 2 at page 17 in the office of the Chancery Clerk of Hinds County, at Jackson, Mississippi, reference to which is hereby made in aid of and as a part of this description, and run thence NORTH for a distance of 20.00 feet along said east right-of-way line of Brown Street to a set ½ inch rebar marking the southwest corner of Lot 21 of Block 6 of said Clover Hill Subdivision; Run thence EAST for a distance of 110.00 feet, along the south line of Lot 21 of Block 6 and the north line of said 20.00 feet alley to a set ½ inch rebar marking the southwest

Item #	9
Agenda Date:	September 26, 2023
By:	R. Lee, Lumumba

corner of a 10.00 feet alley; Run thence NORTH for a distance of 50.00 feet along the east line of said Lot 21, Block 6 and west line of said 10.00 feet alley to a set 1/2 inch rebar marking the Northeast corner of Lot 21 of Block 6 of Clover Hill Subdivision; Run thence EAST for a distance of 10.00 feet to a set 1/2 inch rebar on the east line of said 10.00 feet alley and the west line of Lot 22 of Block 6 of Clover Hill Subdivision; Run thence SOUTH for a distance of 50.00 feet along the east line of said 10.00 feet alley and the west line of Lot 22 Block 6 to a set ½ inch rebar marking the southwest corner of Lot 22 of Block 6, and the north line of said 20.00 feet alley; Run thence EAST for a distance of 110.00 feet along the south line of Lot 22 of Block 6 and the north line of said 20.00 feet alley to a set 1/2 inch rebar marking the southeast corner of Lot 22, Block 6 on the west right-of-way line of Holmes Avenue; Run thence SOUTH for a distance of 20.00 feet along said west right-of-way line of Holmes Avenue to a set 1/2 inch rebar marking the northeast corner of Lot 4 of Block 11, of Clover Hill Subdivision and the south line of said alley; Run thence WEST for a distance of 230.00 feet along the north line of Lots, 4,3,2, and 1 of Block 6 of Clover Hill Subdivision and the south line of said alley to the POINT OF BEGINNING.

The above described parcel of land described that certain 20.00 feet alley running East and West, lying between Lots, 1,2,3, and 4 of Block 11 and Lots 21 and 22, of Block 6 of and that certain 10.00 feet alley running North and South, lying between Lots 21 and 22, of Block 6 of all in Clover Hill Subdivision, according to a map or plat thereof on file and of record in plat book 2 and page 17 in the office of the Chancery Clerk of Hinds County, City of Jackson, Hinds County, Mississippi and contains 0.117 acres, more or less.

SECTION 2. Pursuant to operation of law, a certified copy of this Ordinance shall serve to convey, quitclaim, and release the City's right, title, and interest in and to said right-of-way, as herein described, to the abutting landowners of record.

SECTION 3. The conveyance of said right-of-way is subject to any dedications, limitations, restrictions, reservations, or easements of record.

SECTION 4. The Petitioners shall assume all responsibility and liability for the herein described right-of-way.

SECTION 5. The herein described right-of-way is hereby closed and vacated.

SECTION 6. The Director of the Department of Public Works is hereby authorized and directed to indicate the closing and vacation of the herein described portion of the Street on the official map of the City of Jackson.

SECTION 7. Any and all ordinances of the City of Jackson, or any parts of ordinances, in conflict herewith shall be, and the same are hereby, repealed.

SECTION 8. The cost of publication of this Ordinance shall be borne by the Petitioner.

SECTION 9. This Ordinance shall be effective thirty (30) days after passage and after publication by the Municipal Clerk.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET September 13, 2023. DATE

	POINTS	COMMENTS
1.	Brief Description	ORDINANCE CLOSING AND VACATING PORTION OF UNIMPROVED AND UNNAMED ALLEYS IN CLOVERHILL SUBDIVISION IN FAVOR OF THE ABUTTING LANDOWNERS
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
3.	Who will be affected	Abutting property owners
4.	Benefits	Close and vacate an unimproved alley in favor of the Damien Murriel, owner of Jackson Memorial Funeral Home
5.	Schedule (beginning date)	30 days after adoption and after publication
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	Unimproved alleys north of Woodrow Wilson Ave, east of Brown St, and west of Holmes Ave
7.	 Project limits if applicable Action implemented by: City Department Consultant 	City of Jackson, Department of Public Works, Engineering Division
8.	COST	None to the City
9.	Source of Funding General Fund Grant Bond Other	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

11



DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

MÉMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E. **P** Interim Director & City Engineer

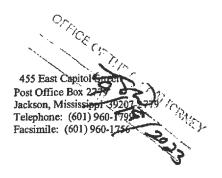
Date: September 13, 2023

Subject: Agenda Item for City Council Meeting

Attached you will find an ordinance closing and vacating unimproved alleys in the Clover Hill subdivision north of Woodrow Wilson Ave, east of Brown St, and west of Holmes Ave. The alleys were platted but never constructed. Damian Murriel of the Jackson Memorial Funeral Home owns the lots abutting alley. He is working to develop an event venue between Brown St and Holmes Ave that compliments the funeral home. The alleys must be vacated to allow for the development to proceed.

I recommend approval of this ordinance. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney



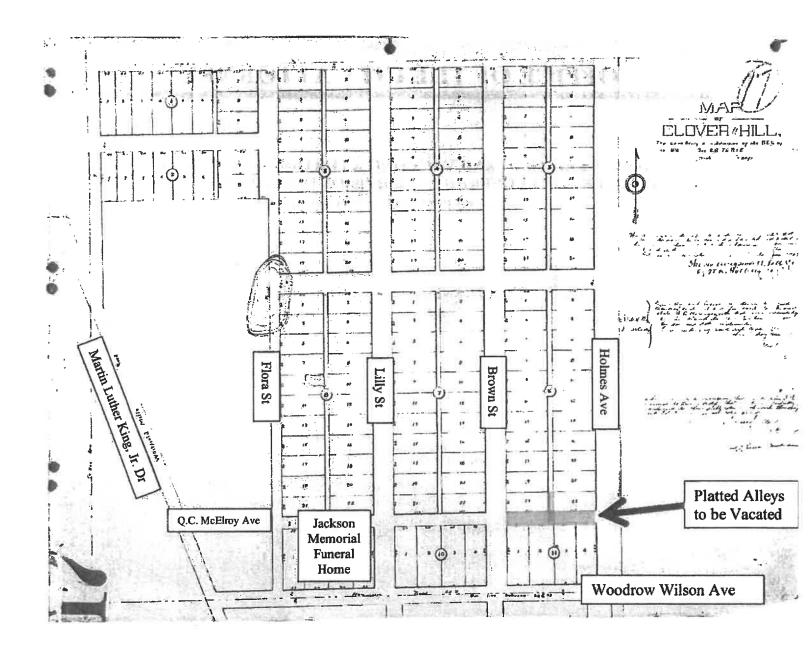
OFFICE OF THE CITY ATTORNEY

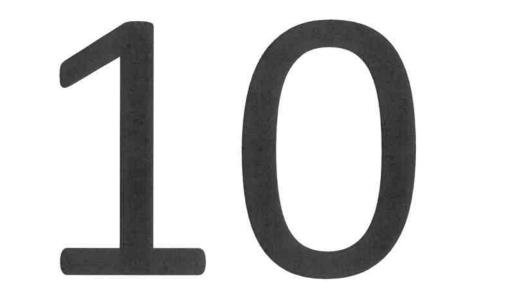
This ORDINANCE CLOSING AND VACATING A PORTION OF UNIMPROVED AND UNNAMED ALLEYS IN CLOVERHILL SUBDIVISION IN FAVOR OF THE ABUTTING LANDOWNER is legally sufficient for placement in NOVUS Agenda.

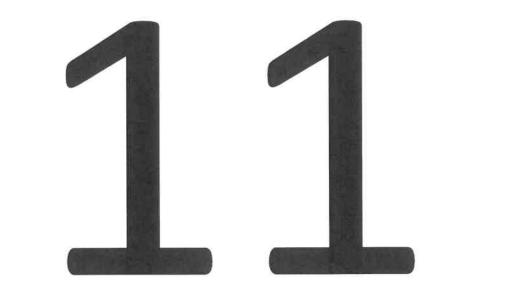
CATORIA P. MARTIN, CITY ATTORNEY

Terry Williamson, Legal Counsel

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ORDER RATIFYING AND AUTHORIZING THE PETTY CASH FUND DEPARTMENT OF ADMINISTRATION FOR THE FOR THE **REMAINING OF FISCAL YEAR 2022-2023**

A CALLER AND A CAL WHEREAS, Section 7-7-60 of the Miss. Code Ann. as amended, provides "[a] petty cash fund for offices within the county, municipality or board of education may be established in accordance with regulations set forth by the State Auditor's office"; and

WHEREAS, according to the "Routine Petty Cash Fund Procedures" in the 2022 Municipal Audit and Accounting Guide, the municipal governing authorities may authorize a petty cash fund. The authorization must be spread upon the minutes and include:

(1) Reasons for establishing the fund;

(2) Purposes for which fund money may be spent;

(3) The dollar amount of the fund:

(4) Custodian(s); and

11

(5) Any special provisions, such as the use of depository account(s).

WHEREAS, the Office of Finance recommends the governing authorities for the city of Jackson authorize a petty cash fund not to exceed \$150,000, which is the budgeted amount, to pay for travel-related expenses such as registration fees, airfare, baggage, hotel, mileage, per diem, ground travel, travel reimbursement charges, professional organizational dues, and other necessary items for all departments; and

WHEREAS, the reason for establishing the fund is to allow for the Office of Finance to keep sufficient funds in the Petty Cash account for expenses for the Mayor, City Council, and all City employees; and

WHEREAS, the Controller and Assistant Controller will be designated at the custodian of said funds for the Office of Finance; and

WHEREAS, the Petty Cash Fund has a depository account at Cadence Bank; and

WHEREAS, the State Auditor's Office petty cash funds regulations require the governing authorities to authorize the petty cash funds on an annual basis, and the custodian of the petty cash fund must be bonded and will be responsible at all times for the funds and purchases of the petty cash fund; and

WHEREAS, the Office of Finance recommends that the governing authorities for the city of Jackson ratify and authority the petty cash fund in an amount not to exceed \$150,000 for 2022-2023 fiscal year to cover the cost of travel-related expenses such as registration fees, airfare, baggage, hotel, mileage, per diem, ground travel, travel reimbursement charges, professional organizational dues, and other necessary items for all departments.

IT IS, THEREFORE, ORDERED and hereby ratified that a petty cash fund not to exceed \$150,000, which is a budgeted amount, be established for the Office of Finance to pay for

> Agenda Item # September 26.2023 Malembeka, Lumumba

travel-related expenses such as registration fees, airfare, baggage, hotel, mileage, per diem, ground travel, travel reimbursement charges, professional organizational dues, and other necessary items for all departments.

September 11, 2023 DATE

F	POINTS		COMMENTS	
Ì	1.	Brief Description/Purpose	ORDER ESTABLISHING AND AUTHORIZING A PETTY CASH FUND FOR THE OFFICE OF FINANCE	
	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	
ľ	3.	Who will be affected	City of Jackson	
	4.	Benefits	A petty cash fund may be authorized by the municipal governing authorities. The authorization must be spread upon the minutes and include: (1) Reasons for establishing the fund, (2) Purposes for which fund money may be spent (must be legal), (3) The dollar amount of the fund, (4) Custodian(s) and (5) Any special provisions, such as the use of a depository (bank) account(s). Please note, the governing authority must authorize the petty cash fund on an annual basis and the custodian of a petty cash fund must be bonded (as required by law to handle cash) and will be responsible at all times for the funds and purchases of the petty cash fund.	
ſ	5.	Schedule (beginning date)	After Council Approval	
F	6.	Location: • WARD	ALL WARDS	
		 CITYWIDE (yes or no) (area) Project limits if applicable 	CITY WIDE	
	7.	Action implemented by: • City Department	Administration Department of Finance	
ŀ	8.	COST	Not to exceed \$150,000	
	9.	Source of Funding General Fund Grant Bond Other	All funds except Bond funds	
(0.	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 A Lumumba, Mayor
From:	Sharon Thames, Deputy Director of Administration
Date:	September 11, 2023
Re:	ORDER ESTABLISHING AND AUTHORIZING A PETTY CASH FUND
	FOR THE OFFICE OF FINANCE

The Department of Administration Finance Division asking for the council approval for the Petty Cash Fund not to exceed \$150,000, which is a budgeted amount, to pay for travel related expenses such as registration, airfare, baggage, hotel, mileage, per diem, ground travel, travel reimbursement charges and other necessary items for the departments.

Should you have any questions or concerns, please contact me at 601.960.1005.

200 South President Street | P.O. Box 17 Jackson, Mississippi 39205-0017 601-960-1005 | Fax:601-960-1049

www.jacksonms.gov

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING AND AUTHORIZING THE PETTY CASH FUND FOR THE DEPARTMENT OF ADMINISTRATION FOR THE REMAINING OF FISCAL YEAR 2022-2023 is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, City Attorney Sondra Moncure, Deputy City Attorney A.M.

9 23



Martin Lumumba

ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF FIRE CHIEF FROM RANGE 38 TO 50; ASSISTANT FIRE CHIEF FROM RANGE 94 TO 43; DEPUTY FIRE CHIEF FROM RANGE 93 TO 38 AND DIVISION FIRE CHIEF FROM RANGE 92 TO 35

WHEREAS, the governing authorities for the City of Jackson adopted a compensation plan on or about September 22, 1998 which is found in Minute Book 4Y; and

WHEREAS, the Department of Human Resources conduced a *salary survey* on the classification of: Fire Chief; Assistant Fire Chief; Deputy Fire Chief and Division Fire Chief and;

WHEREAS, salary survey was conducted on the classifications and inquires sent to: Savannah, Georgia; Baton Rouge, Louisiana and Little Rock, Arkansas; and

WHEREAS, the response from the Cities surveyed concerning the median salary paid for the position of Fire Chief was within the range of \$131,428.36-\$158,741.028; Assistant Fire Chief was within the range of \$82,478.82-\$101,412.74; Deputy Fire Chief was within the range of \$76,354.19-\$90,547.78; and Division Fire Chief was within the range of \$64,894.47-83,021.43; and

WHEREAS, the Fire department classifications with the exception of the Fire Chief pay ranges begin at ranges 85 through pay range 94;

WHEREAS, pay range 94 salary is: \$62,068.80-\$74,792.28;

WHEREAS, pay range 94 is not feasible for accommodating recommended salary changes for the position of Fire Chief, Assistant Fire Chief, Deputy Fire Chief and Division Fire Chief; and

WHEREAS, the compensation plan adopted by the Jackson City Council on September 22, 1998 does have pay ranges which will accommodate the salary increases, and it is recommended that the existing pay ranges be sued to accommodate the salary increases;

WHEREAS, it is recommended that the range established for the Fire Chief be modified to range 50 with annual salary of \$105,758.99-\$128-511.92; and

WHEREAS, it is recommended that the range established for the Assistant Fire Chief be modified to range 43 with annual salary of \$75, 614.80-\$91,784.09; and

WHEREAS, it is recommended that the range established for Deputy Fire Chief be modified to range 38 with annual salary of \$73,148.44-\$88,646.24; and

WHEREAS, it is recommended that the range established for Division Fire Chief be modified to range 35 with annual salary of \$63,486.92-\$76,873.56; and

WHEREAS, the Fire Department has sufficient monies in its budget to cover the recommended pay range increases; Agenda Item #13 September 26, 2023 IT IS, THEREFORE, ORDERED that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended as follows:

- (a) the range established for the Fire Chief shall be modified to range 50 with annual salary of \$105,758.99-\$128-511.92;
- (b) the range established for Assistant Fire Chief shall be modified to range 43 with annual salary of \$75, 614.80-\$91,784.09;
- (c) the range established for **Deputy Fire Chief** shall be modified to range 38 with annual salary of \$73,148.44-\$88,646.24;
- (d) the range established for Division Fire Chief shall be modified to range 35 with annual salary of \$63,486.92-\$76,873.56; and

IT IS FURTHER ORDERED that the pay plan amendments stated shall become effective October 1, 2023.

By: T. Martin, Lumumba

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MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Toya Martin, Director Department of Human Resources

DATE: September 18, 2023

RE:

ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF FIRE CHIEF FROM RANGE 38 TO 50; ASSISTANT FIRE CHIEF FROM RANGE 94 TO 43; DEPUTY FIRE CHIEF FROM RANGE 93 TO 38 AND DIVISION FIRE CHIEF FROM RANGE 92 TO 35

The Department of Human Resources is recommending that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended as follows: Fire Chief be modified to range 50 with annual salary of \$105,758.99-\$128-511.92; Assistant Fire Chief be modified to range 43 with annual salary of \$75, 614.80-\$91,784.09; Deputy Fire Chief modified to range 38 with annual salary of \$73,148.44-\$88,646.24; Division Fire Chief be modified to range 35 with annual salary of \$63,486.92-\$76,873.56 to be effective October 1, 2023.

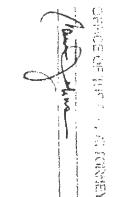
CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET _____ September 26, 2023

DATE

	POINTS	COMMENTS
1.	Brief Description/Purpose	ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF FIRE CHIEF FROM RANGE 38 TO 50; ASSISTANT FIRE CHIEF FROM RANGE 94 TO 43; DEPUTY FIRE CHIEF FROM RANGE 93 TO 38 AND DIVISION FIRE CHIEF FROM RANGE 92 TO 35
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	Fire Department
4.	Benefits	interna de la companya de la compa
5.	Schedule (beginning date)	October 1, 2023
6.	Location: § WARD § CTTYWIDE (yes or no) (area) § Project limits if applicable	Citywide
7.	Action implemented by: § City Department § Consultant	Department of Human Resources Fire Department
8.	COST	
	Source of Funding	Pay plan amendments factored into budget of the Department
	-§General Fund	General fund
9.	 § Grant § Bond § Other 	
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 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 OF JACKSON PAY PLAN TO CHANGE THE RANGE OF FIRE CHIEF FROM RANGE 38 TO 50; ASSISTANT FIRE CHIEF FROM RANGE 94 TO 43; DEPUTY FIRE CHIEF FROM RANGE 93 TO 38 AND DIVISION FIRE CHIEF FROM RANGE 92 TO 35/is legally sufficient for placement in NOVUS.

Catoria Martin, City Attorney

Au Carrie Johnson, Deputy City Attorney

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ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH STAFFERS INC. TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS

WHEREAS, the City of Jackson has a need for temporary staffing services for various City Departments; and

WHEREAS, the Department of Human Resources is responsible for securing temporary staffing services for all City Departments; and

WHEREAS, representatives from City Departments will notify the Department of Human Resources when they need temporary staffing services; and

WHEREAS, the Department of Human Resources sends a request to temporary agencies when there is a need for services;

WHEREAS, the request includes the requesting Department, classification title, duties, quote and schedule; and

WHEREAS, the Department of Human Resources selects the agency with the lowest quote; and

WHEREAS, Staffers will provide the City of Jackson on request with qualified temporary staffing services for the classification specifications; and

WHEREAS, Staffers has an office located at 1437 Old Square Road, Suite 1007, Jackson, Mississippi; and

WHEREAS, Staffers submitted a rate sheet for the temporary positions provided to the City of Jackson as follows: General Office Clerk \$13.00/hour; Data Entry Clerk \$16.20/hour Receptionist \$16.20/hour; Administrative Assistant \$17.55/hour; Accounting Clerk \$17.55/hour Legal Secretary; \$19.50/hour and Paralegal \$19.50/hour

WHEREAS, Staffers will submit time sheets documenting the time worked and invoices to the City for services performed by assigned employees on a weekly basis, and the City will remit payment within 30-45 days consistent with the statute for timely payment by governmental entities; and

WHEREAS, the term of the contract will be one (1) year from the date of execution of the agreement but may be extended for additional terms mutually agreed upon; and

WHEREAS, Staffers will recruit, screen, interview, hire, and assign its employees to perform the work under the supervision of the City of Jackson and will be responsible for paying the assigned employees' wages and provide them with the benefits Staffers offers to them; and

WHEREAS, Staffers will pay, withhold, and transmit payroll taxes, provide unemployment insurance and workers compensation benefits and handle unemployment and workers' compensation claims involving the assigned employees; and

WHEREAS, Staffers will comply with federal, state and local labor and employment laws applicable to assigned employees including the Immigration Reform and Control Act of 1986, the Internal Revenue Code, the Employee Retirement Income Security Act, the Health Insurance Portability and Accountability Act, the Family Medical Leave Act, Title VII of the Civil Rights Act of 1964, the American with Disabilities Act, the Fair Labor Standards Act, the Consolidated Omnibus Budget Reconciliation Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, and the Patient Protection and Affordable Care Act;

Agenda Item# September 26, 2028 Martin, Lumumba

WHEREAS, Staffers will comply with all provisions of the Affordable Care Act applicable to assigned employees, including the employer shared responsibility provisions related to the offer of minimum essential coverage to "full-time" employees as those terms are defined in the United States Code and related regulations and the applicable employer information reporting provisions set forth in the United States Code and related regulations; and OFFICE OF THE CONTRACT

WHEREAS, Staffers will have the right to physically inspect the work site and work processes to review and address unilaterally or in coordination with the City work performance issues of the assigned employee and to enforce Staffers' employment policies related to the assigned employees conduct at the worksite; and

WHEREAS, the City will properly supervise the assigned employee performing its work and be responsible for its business operations, products, services, and intellectual property; and

WHEREAS, the City will supervise, control, and safeguard its premises, processes, or systems and not permit assigned employees to operate any vehicle or mobile equipment or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without Staffers' express prior written approval or as strictly required by the job description provided to Staffers; and

WHEREAS, the City will not change the assigned employees job duties without Staffers' express prior written approval; and

WHEREAS, the City will exclude assigned employees from its benefit plans, policies, and practices and not make any offer or promise relating to the assigned employee's compensation and benefits; and

WHEREAS, the City and Staffers agree to hold confidential information in strict confidence and not disclose the information to third parties or use the information for any purpose other than performing the Agreement as required; and

WHEREAS, knowledge, possession or use of the City's information will not be imputed to Staffers as a result of an assigned employee having access to the information; and

WHEREAS, the terms of the agreement will be considered severable, such that if any provision or clause which conflicts with existing or future law or may not be given full effect because of the law, no other provision that can operate without the conflicting provision or clause will be affected; and

WHEREAS, neither party will be responsible for failure or delay in performance of the agreement if the delay in performance is due to labor disputes, strikes, fire, riot, war, terrorism, Acts of God or other causes beyond the control of the nonperforming party; and

WHEREAS, Staffers will provide proof of liability and workers compensation coverage upon request of the City.

IT IS, HEREBY ORDERED that the Mayor be authorized to execute a contract with Staffers for the purposes stated in this Order.

IT IS, FURTHER ORDERED that the Mayor, or his designee, be authorized to execute any and all documents necessary to implement the contract described in this Order.

IT IS, FURTHER ORDERED that payment for the services provided after the contract has been executed may be made to Staffers.

1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH STAFFERS INC. TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS
2.	Public Policy Initiative 1. Youth & Education 2. Crime Provention 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
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.	Action Implemented by: § City Department § Consultant	Department of Human Resources
8.	COST	None
	Source of Funding § General Fund § Grant § Bond § Other	Not applicable
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

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- TO: Mayor Chokwe A. Lumumba
- FROM: Toya Martin, Director Department of Human Resources
- DATE: September 18, 2023

RE:

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH STAFFERS INC. TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS

The Department of Human Resources is seeking approval for Staffers, Inc to provide staffing services.

If you have any questions or concerns, please feel free to contact me at 601-960-1327.

/tm

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET September 26, 2023 DATE

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COMMENTS

POINTS

STAFFERS STAFFING AGREEMENT

STAFFERS, with its principal office located at 1437 Old Square Road, Suite 107, Jackson, MS 39211 and City of Jackson, Jackson, MS (CLIENT) agree to the terms and conditions set forth in this STAFFERS Staffing Agreement

STAFFERS

- 1. DUTIES AND RESPONSIBILITIES STAFFERS will:
- Recruit, screen, interview, hire, and assign its employees ("Assigned Employees") to perform the type of work under CLIENT's supervision and will, as the common law employer of Assigned Employees, be responsible for the following;
- · Pay Assigned Employees' wages and provide them with the benefits that Staffers offers to them;
- Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;
- Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994;and, as set forth in subparagraph g. below, the Patient Protection and Affordable Care Act (ACA).
- Comply with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.

1.2 RIGHT TO CONTROL

In addition to STAFFERS' duties and responsibilities set forth in paragraph 1, STAFFERS, as the common law employer, has the right to physically inspect the work site and work processes; to review and address, unilaterally or in coordination with CLIENT, Assigned Employee work performance issues; and to enforce STAFFERS' employment policies relating to Assigned Employee conduct at the worksite.

CLIENT

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2. DUTIES AND RESPONSIBILITIES CLIENT will:

- Properly supervise Assigned Employees performing its work and be responsible for its business
 operations, products, services, and intellectual property;
- Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended

premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without Staffers' express prior written approval or as strictly required by the job description provided to Staffers;

- Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
- Not change Assigned Employees' job duties without Staffers' express prior written approval; and
- Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

PAYMENT TERMS, BILL RATES, AND FEES

- 3. CLIENT will pay STAFFERS for its performance at the rates set forth in Exhibit A. STAFFERS will invoice CLIENT for services provided under this Agreement on a weekly basis and CLIENT will remit payment within 30 45 days, which is consistent with the statute for timely payment by governmental entities. Invoices will be supported by the STAFFERS' time sheets documenting time worked by the Assigned Employees. CLIENT's signature submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFERS to bill CLIENT for those hours.
- 4. CLIENT agrees that overtime requires payment of 1 ½ times the payment of compensation based on federal law. When federal law requires 1 ½ times of pay for work exceeding 40 hours in a week, CLIENT will be billed at 1 ½ times of the regular bill rate.

CONFIDENTIAL INFORMATION

5. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to STAFFERS as a result of Assigned Employees' access to such information.

COOPERATION

6. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

MISCELLANEOUS

- 7. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
- 8. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
- 9. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
- 10. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.

- 11. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
- 12. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
- 13. CLIENT will not transfer or assign this Agreement without STAFFERS' written consent.
- 14. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
- 15. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.
- 16. Upon request, Staffers will provide CLIENT with proof of liability coverage and workers compensation coverage.

TERM OF AGREEMENT

17. This Agreement will be for a term of 12 MONTHS from the first date on which both parties have executed it. The Agreement may be terminated by either party upon 5 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 2 hours written notice.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

CLIENT	STAFFERSI (Cellun
Signature	Signature
	Kelly (ollum
Printed Name	Printed Name
	Business Development
Title	Title
	8/11/2023
Date	Date

Staffers 2023-2024 Rate Sheet

City of Jackson

General Office Clerk	13.00
Data Entry Clerk	16.20
Receptionist	16.20
Administrative Assistant	17.55
Accounting Clerk	17.55
Legal Secretary	19.50
Paralegal	19.50

Kelly Collum Staffers, Inc 1437 Old Square Rd., Suite 107 Jackson, MS 39211

8/11/2023



ORDER ACCEPTING THE PROPOSAL OF BERKSHIRE HATHAWAY SUBMITTED BY FISHER BROWN BOTTRELL TO PROVIDE "SPECIFIC EXCESS RISK" INSURANCE COVERAGE FOR ACTIVE AND RETIRED CITY EMPLOYEES COVERED UNDER THE CITY OF JACKSON'S MEDICAL BENEFITS PLAN FOR THE PLAN YEAR COMMENCING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024 AND AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE SAID COVERAGE

WHEREAS, Section 125-15-101 of the Mississippi Code authorizes a municipality to negotiate and secure for all or specified groups of employees and their dependents a policy or policies of insurance covering the health as well as a group contract or contracts covering hospital, and or medical and or surgical services or benefits of employees and their dependents as may desire; and

WHEREAS, the City of Jackson has a self-funded health insurance program and provides coverage at no cost to municipal employees but not the dependents of municipal employees or retirees;

WHEREAS, dependents of municipal employees and retirees do pay a premium for coverage; and

WHEREAS, the rising cost of healthcare services and pharmaceuticals pose significant risk to the City as a self-insurer; and

WHEREAS, the best interest of the City of Jackson would be served by limiting its exposure for healthcare cost; and

WHEREAS, procurement of excess risk coverage would minimize the City's exposure for payment of healthcare services and pharmaceuticals; and

WHEREAS, the Department of Human Resources received quotes from nine carriers interested in providing excess risk insurance for single and family coverage for active and retired employees participating in the City of Jackson's self-funded health insurance plan for the 2024 Plan Year; and

WHEREAS, FISHER BROWN BOTTRELL, on behalf of Berkshire Hathaway, submitted a proposal to renew with one (1) option based on single enrollment of 799 and family enrollment of 437 as follows:

Renewal: Contract Basis 12/15 Individual Specific Deductible \$ 350,000 Specific Maximum Per Contract Period Unlimited Single Premium \$28.60 Family Premium \$71.50 Annual Premium \$649,163

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Agenda Item # 15 September 26, 2023 Martin, Lumumba WHEREAS, FISHER BROWN BOTTRELL, on behalf of Voya, submitted a preliminary quote with one (1) option based on single enrollment of 799 and family enrollment of 437 as follows:

Option 1: Contract Basis 12/15 Individual Specific Deductible \$350,000 Specific Maximum per Contract Period Unlimited Single Premium \$33.01 Family Premium \$76.26 Annual Premium \$716,407

WHEREAS, FISHER BROWN BOTTRELL, on behalf of HCC, submitted a preliminary quote with one (1) option based on single enrollment of 799 and family enrollment of 437 as follows:

Option 2: Contract Basis 12/15 Individual Specific Deductible \$ 350,000 Specific Maximum Per Contract Period Unlimited Single Premium \$26.93 Family Premium \$93.99 Annual Premium \$751,088

WHEREAS, FISHER BROWN BOTTRELL, on behalf of QBE, submitted a preliminary quote with one (1) option based on single enrollment of 799 and family enrollment of 437 as follows:

Option 3: Contract Basis 12/15 Individual Specific Deductible \$ 350,000 Specific Maximum Per Contract Period Unlimited Single Premium \$30.98 Family Premium \$99.94 Annual Premium \$821,122

WHEREAS, FISHER BROWN BOTTRELL, on behalf of Sun Life submitted a preliminary quote with one (1) option based on single enrollment of 966 and family enrollment of 564 as follows:

Option 4: Contract Basis 12/15 Individual Specific Deductible \$ 350,000 Specific Maximum Per Contract Period Unlimited Single Premium \$35.51 Family Premium \$109.37 Annual Premium \$914,006 (ing the

WHEREAS, FISHER BROWN BOTTRELL, on behalf of Partner Re submitted a preliminary quote with one (1) option based on single enrollment of 799 and family enrollment of 437 as follows:

Option 5: Contract Basis 12/15 Individual Specific Deductible \$ 350,000 Specific Maximum Per Contract Period Unlimited Single Premium \$44.01 Family Premium \$101.22 Annual Premium \$952,766

WHEREAS, FISHER BROWN BOTTRELL, on behalf of **Berkley** submitted a preliminary quote with one (1) option based on single enrollment of 799 and family enrollment of 437 as follows:

Option 6: Contract Basis 12/15 Individual Specific Deductible \$ 350,000 Specific Maximum Per Contract Period Unlimited Single Premium \$36.69 Family Premium \$123.56 Annual Premium \$999,732

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WHEREAS, FISHER BROWN BOTTRELL, on behalf of Symetra submitted a preliminary quote with one (1) option based on single enrollment of 799 and family enrollment of 437 as follows:

Option 7: Contract Basis 12/15 Individual Specific Deductible \$ 350,000 Specific Maximum Per Contract Period Unlimited Single Premium \$45.69 Family Premium \$130.01 Annual Premium \$1,119,848

WHEREAS, FISHER BROWN BOTTRELL, on behalf of Swiss Re submitted a preliminary quote with one (1) option based on single enrollment of 799 and family enrollment of 437 as follows:

Option 8: Contract Basis 12/15 Individual Specific Deductible \$ 350,000 Specific Maximum Per Contract Period Unlimited Single Premium \$48.03 Family Premium \$136.73 Annual Premium \$1,177,524 WHEREAS, the proposals were received through a Request for Quotes; and

WHEREAS, Fisher Brown Bottrell Insurance, Inc, is an independent insurance agency located at 248 East Capital Street Jackson, Mississippi and is an authorized brokerage firm for Berkshire Hathaway; and

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WHEREAS, the Department of Human Resources recommends that the renewal proposal submitted on behalf of *Berkshire Hathaway* be accepted by the City of Jackson; and

WHEREAS, the best interest of the City of Jackson would be served by acceptance of renewal of the proposals submitted by *Fisher Brown Bottrell* on behalf of *Berkshire Hathaway*;

IT IS, THEREFORE, ORDERED that the *Berkshire Hathaway* renewal proposal received from Fisher Brown Bottrell Insurance for "specific excess risk" insurance for single and family coverage for active and retired city employees participating in the City's self funded health insurance plan for the period January 1, 2024- December 31, 2024 be accepted.

IT IS FURTHER ORDERED that amounts not exceeding \$28.60 for single coverage participants and \$71.50 for family coverage participants be paid. The total premiums paid for the excess risk coverage for the 2024 plan year shall not exceed \$649,163

IT IS FINALLY ORDERED that the Mayor is authorized to execute the necessary documents to effectuate said insurance subject to the documents containing only the terms set forth and accepted in this order regarding premiums and the duration of the relationship between Fisher Brown Bottrell.

APPROVED FOR AGENDA:

Director of Personnel Management EBO Officer Finance	
Budgeted: Yes No Account Number Legal CAO Mayor's Office	057-558.70-6495
	Item: Agenda Date: By: Martin, Lumumba

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 ACCEPT THE RENEWAL PROPOSAL OF BERHSHIRE HATHAWAY TENDERED BY FISHER BROWN BOTTRELL FOR ACTIVE AND RETIRED EMPLOYEES UNDER THE CITY OF JACKSON'S MEDICAL BENEFITS PLAN DURING THE PLAN YEAR COMMENCING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024 AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS TO EFFECTUATE COVERAGE has been reviewed by me and is legally sufficient for adoption by the governing authorities.

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9/20/23

Catoria Martin, City Attorney

MEMORANDUM

- TO: Mayor Chokwe A. Lumumba
- FROM: Toya Martin, Director Human Resources
- DATE: September 26,2023

ORDER ACCEPTING THE PROPOSAL OF BERKSHIRE HATHAWAY SUBMITTED BY FISHER BROWN BOTTRELL TO PROVIDE "SPECIFIC EXCESS RISK" INSURANCE COVERAGE FOR ACTIVE AND RETIRED CITY EMPLOYEES COVERED UNDER THE CITY OF JACKSON'S MEDICAL BENEFITS PLAN FOR THE PLAN YEAR COMMENCING JANUARY 1, 2024 AND ENDING DECEMBER 31, 202⁴ AND AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS T(EFFECTUATE SAID COVERAGE

The Department of Human Resources is recommending that the City accept the renewal proposal of Berkshire Hathaway submitted by Fisher Brown Bottrell.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET Septe

September 26, 2023 DATE

	POINTS	COMMENTS
1.	Brief Description/Purpose	ORDER ACCEPTING THE PROPOSAL OF BERKSHIRE HATHAWAY SUBMITTED BY FISHER BROWN BOTTRELL TO PROVIDE "SPECIFIC EXCESS RISK" INSURANCE COVERAGE FOR ACTIVE AND RETIRED CITY EMPLOYEES COVERED UNDER THE CITY OF JACKSON'S MEDICAL BENEFITS PLAN FOR THE PLAN YEAR COMMENCING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024 AND AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE SAID COVERAGE
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Change in City Government
3.	Who will be affected	All City employees enrolled in the health plan
4.	Benefits	
ي.	Schedule (beginning date)	Upon approval by the council
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Citywide
7.	Action implemented by: § City Department § Consultant	Department of Human Resources
8.	COST	
9.	Source of Funding § General Fund § Grant § Bond § Other	General Fund
٩.	EBO participation	ABE 20 % WAIVER no N/A AABE 10 % WAIVER no N/A WBE % WAIVER no N/A HBE % WAIVER no N/A NABE % WAIVER no N/A

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ORDER AUTHORIZING THE MAYOR ACCEPT AN AWARD MODIFICATION FROM THE STATE OF MISSISSIPPI, DEPARTMENT OF PUBLIC SAFETY, and DIVISION OF PUBLIC SAFETY PLANNING FOR CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDS (CESF) IN THE AMOUNT OF \$15,000 FOR THE JACKSON POLICE DEPARTMENT.

WHEREAS, Section 21-17-10 of the Mississippi Code authorizes the governing authority of any municipality to receive, expand and administer any grant, in accordance with and as may be authorized by any federal law, rule, or regulation creating, establishing or providing for any program, activity or service; and

WHEREAS, City of Jackson has been granted an award modification by the State of Mississippi, Department of Public Safety, and Division of Public Safety Planning for Coronavirus Emergency Supplemental Funds (CESF); and

WHEREAS, an Award Modification for grant 20LX2191 from the Edward Byrne Memorial Justice Assistance Grant has been awarded to the Jackson Police Department; and

WHEREAS, the City of Jackson's law enforcement agency is eligible to receive funds; and

WHEREAS, the purpose of the funding is to be provide the Jackson Police Department with additional PPE, because of the day-to-day hazards and to ensure a safe and healthy workplace for our employees;

WHEREAS, the safety of children residing within the City of Jackson constitutes a municipal affair; and

WHEREAS, the award modification has been approved by the State of Mississippi, Department of Public Safety Division of Public Safety Planning in the amount of \$15,000; and

WHEREAS, no match will be required of this award and that the best interest of the City would be served by accepting this modification; and

IT IS THEREFORE ORDERED that the Mayor shall be authorized to accept and execute award acceptance documents required for receipt of the funds without further order of the council.

APPROVED FOR AGENDA: Lumumba, Wade

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Agenda Item # 16 September 26, 2023 Wade, Lumumba

POINTS	COMMENTS
Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR ACCEPT AN AWARD MODIFICATION FROM THE STATE OF MISSISSIPPI, DEPARTMENT OF PUBLIC SAFETY, and DIVISION OF PUBLIC SAFETY PLANNING FOR CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDS (CESF) IN THE AMOUNT OF \$15,000 FOR THE JACKSON POLICE DEPARTMENT.
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 & improve the Quality of Life
Who will be affected	City of Jackson
Benefits	To improve the safety and well-being of the employees and citizens of Jackson.
Schedule (beginning date)	As per grant guidelines
Location: • WARD • CITYWIDE (yes or no) (area). • • • Project limits if applicable	ALL WARDS CITY WIDE
Action implemented by: City Department Consultant	Jackson Police Department
COST	No required match.
Source of Funding General Fund Grant Bond Other	
EBO participation	ABE % WAIVER yes no N/A AABE % WAIVER yes no N/A WBE % WAIVER yes no N/A HBE % WAIVER yes no N/A NABE % WAIVER yes no N/A

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE June 26, 2023

Office of the City Attorney 455 East Capitol Street è

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

THE ALL THE THE WILL

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO ACCEPT AN AWARD MODIFICATION FROM THE STATE OF MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY AND DIVISION OF PUBLIC SAFETY PLANNING FOR CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDS IN THE AMOUNT OF \$15,000 FOR THE JACKSON POLICE DEPARTMENT has been reviewed by me and is legally sufficient for adoption by the governing authorities.

ueria Marin City Attorney Carrie Johnson, Deputy City Attorney

(0 28 123 Date



Chief of Police Joseph Wade JACKSON POLICE DEPARTMENT Office of the Chief of Police

- To: Mayor Chokwe A. Lumumba City of Jackson
- From: Chief Joseph Wade Jackson Police Department
- Date: September 12, 2023
- Re: ACCEPT AN AWARD MODIFICATION FROM THE STATE OF MISSISSIPPI'S DEPARTMENT OF PUBLIC SAFETY AND DIVISION OF PUBLIC SAFETY PLANNING FOR \$15,000 IN CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDS (CESF) FOR THE JACKSON POLICE DEPARTMENT

I am requesting that we accept an award modification from the State of Mississippi, DEPARTMENT OF PUBLIC SAFETY, and DIVISION OF PUBLIC SAFETY PLANNING FOR CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDS (CESF-Supplies) for \$15,000 to the Jackson Police Department.

If more action or information is needed, please advise.

:sb



Assistant Chief of Police VA

Chief of Police Joseph Wade

14

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JACKSON POLICE DEPARTMENT Administrative Services Bureau

Memorandum

Joseph Wade, Chief of Police To:

Deric Hearn, Deputy Chief of Police, Administrative Services Bureau AH 9-1/ 2023 Approved Via:

From: Juan S. Gray, Grant Manager & 9 11123 Date: Thursday

Date: Thursday, September 11, 2023

Subject: ACCEPT AN AWARD MODIFICATION FROM THE STATE OF MISSISSIPPI, DEPARTMENT OF PUBLIC SAFETY and DIVISION OF PUBLIC SAFETY PLANNING FOR CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDS (CESF) FOR \$15,000 FOR THE JACKSON POLICE DEPARTMENT.

I am requesting that we accept an award modification from the State of Mississippi, DEPARTMENT OF PUBLIC SAFETY and DIVISION OF PUBLIC SAFETY PLANNING FOR CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDS (CESF-Supplies) for \$15,000 the Jackson Police Department.

Should you have any questions or concerns, please do not hesitate to contact me.



STATE OF MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY DIVISION OF PUBLIC SAFETY PLANNING

SEAN J. TINDELL COMMISSIONER

TATE REEVES GOVERNOR

May 5, 2023

Chokwe A. Lumumba, Mayor City of Jackson P.O. Box 17 Jackson, MS 39205

20LX2191 Subject: Project Number: Coronavirus Emergency Supplemental Funds (CESF) Program: Effective Date: May 5, 2023

Dear Mayor Lumumba:

We are pleased to inform you that the Division of Public Safety Planning has approved your modification request for grant # 20LX2191. The grant has been modified with an additional \$15,000.00 from the originating amount.

Please sign the original Signature Sheet and initial the Budget Summary and Cost Summary Support Sheets in blue ink and return to Public Safety Planning.

Imbeller K. Holmes Sincerely,

Office Director

152 WATFORD PARKWAY DRIVE CANTON, MISSISSIPPI 39046 TELEPHONE 601-391-4900 www.dps.ms.gov

Division of Public Safety Planning MODIFICATION SIGNATURE SHEET Office of Justice Programs 152 Watford Parkway Drive Canton, Mississippi 39046 (601) 391-4900

			the second	the second s
1.Subgrantee's Name, Address	, & Phone Number:	2. Effective Date: May	/ 5, 2023	
City of Jackson		3. Subgrant Number:	20LX2191	
P.O. Box 17 Jackson, MS 39205		4. Modification Number	: #2	
(601) 960-1084		5. Grant Identifier (Funding Sourc	e & Year): 2020-	VD-BX-0664
juang@city.jackson.r	<u>ns.us</u>	6. Beginning & Ending l	Dates: 05/05/20	23 - 12/31/2023
7. As a result of this modification Increase Miscellaneous December 31, 2023.	ion, funds obligated are ch by \$ 15,000.00 from	anged as follows: n \$ 10,000.00 to \$ 2	25,000.00. Dat	e extended through
8. The above subgrant is hereb	by modified as follows:			
Budget Category	Current Budget	Chan	ge	New Budget
budget Category	Current Duuget	Federal	State/Local	
'ersonnel				
Fringe Benefits				
Equipment				
Travel				
Commodities				
Contractual Services				
Miscellaneous	\$ 10,000.00	+ \$ 15,000.00		\$ 25,000.00
Indirect Costs				
TOTAL	\$ 10,000.00	+ \$ 15,000.00		\$ 25,000.00
9. Except as hereby mod	ified, all terms and condit	tions of the subgrant rem	ain unchanged.	
AGENCY API			GRANTEE ACCE	the second se
10. Typed Name & Title of App	proving DPSP Official:	11. Typed Name & Ti	tle of Authorized S	ubgrantee Official:
Emberly K.	Holmes	Chokw	e A. Lumumb	a, Mayor
Office Di			City of Jacks	on C
12. Signature of DPSP Official	Date: Imes 05/05/202	13: Signature of Autho	orized Subgrantee (Official: Date:

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DIVISION OF PUBLIC SAFETY PLANNING BUDGET SUMMARY SHEET

I. Applicant Agency: Lity of Jackson	city: cuy of Jac	linew					
2. Sub-grant Number	mber	3. Grant Ide	3. Grant Identification Number	4. Beginning Date		Ending Date	「「「「「」」」」
20LX2191		2020-VD-BX-0664	K-0664	05/05/2023		12/31/2023	
6. Submitted as part of (Check One):	part);	`	Funding Request: X	B. Modific	B. Modification Number: #1	C. Modification Effective Date: May 5, 2023	Effective Date: 2023
				Funding Sources			
8. For DPSP Use Only	6	9. Activity	Federal	State	Program Income	Other (Local-Private)	Total
	FY 2020 Coronavirus Supplemental Funding	FY 2020 Coronavirus Emergency Supplemental Funding	\$ 25,000.00				\$ 25,000.00
TOTAL			\$ 25,000.00				\$ 25,000.00

	MODIFICATIO Office of 152 Wath Canton,	ublic Safety Plann N SIGNATURE S Justice Programs ord Parkway Drive Mississippi 39046 1) 391-4900		And the states
1.Subgrantee's Name, Address	s, & Phone Number:	2. Effective Date: Ma	y 5, 2023	
City of Jackson		3. Subgrant Number:	20LX2191	
P.O. Box 17 Jackson, MS 39205		4. Modification Number	r: #2	
(601) 960-1084		5. Grant Identifier (Funding Sourc	e & Year): 2020-	-VD-BX-0664
juang@city.jackson.r	<u>ins.us</u>	6. Beginning & Ending	Dates: 05/05/20	23 - 12/31/2023
7. As a result of this modification increase Miscellaneous December 31, 2023.	ion, funds obligated are ch by \$ 15,000.00 from	anged as follows: n \$ 10,000.00 to \$ 2	25,000.00. Dat	te extended through
8. The above subgrant is herel	by modified as follows:			
Budget Category	Current Budget	Chan		New Budget
Dudger Category	·	Federal	State/Local	
'ersonnel				
Fringe Benefits				
Equipment				
Travel				
Commodities				
Contractual Services				
Miscellaneous	\$ 10,000.00	+ \$ 15,000.00		\$ 25,000.00
Indirect Costs				
TOTAL	\$ 10,000.00	+ \$ 15,000.00		\$ 25,000.00
9. Except as hereby mod	ified, all terms and condit	ions of the subgrant rem	ain unchanged.	
AGENCY API		N	RANTEE ACCE	
10. Typed Name & Title of App Emberly K. Office Dir	Holmes	11. Typed Name & Ti Chokw	the of Authorized Si e A. Lumumb City of Jacks	a, Mayor
12. Signature of DPSP Official;	Date: Imes 05/05/202	13: Signature of Autho	rized Subgrantee (Official: Date:

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A Drawn Marson

DIVISION OF PUBLIC SAFETY PLANNING BUDGET SUMMARY SHEET

			DIVISION OF PUI BUDGET	DIVISION OF PUBLIC SAFETY PLANNING BUDGET SUMMARY SHEET	NNING)	hum
							1
1. Applicant Ag	1. Applicant Agency: City of Jackson	ekson					
2. Sub-grant Number	mber	3. Grant Iden	3. Grant Identification Number	4. Beginning Date		Ending Date	
20LX2191		2020-VD-BX-0664	.0664	05/05/2023		12/31/2023	
6. Submitted as part of (Check One):		4	Funding Request: X	B. Modific	B. Modification Number: #1	C. Modification Effective Date: May 5, 2023	lffective Date: 2023
				Funding Sources			
8. For DPSP Use Only	9.	9. Activity	Federal	State	Program Iucome	Other (Local-Private)	Total
	FY 2020 Coronavirus Supplemental Funding	FY 2020 Coronavirus Emergency Supplemental Funding	\$ 25,000.00				\$ 25,000.00
TOTAL		2	\$ 25,000.00				\$ 25,000.00



Tri lin SEAN J. TINDELL

COMMISSIONER

STATE OF MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY DIVISION OF PUBLIC SAFETY PLANNING

TATE REEVES GOVERNOR

May 5, 2023

Chokwe A. Lumumba, Mayor City of Jackson P.O. Box 17 Jackson, MS 39205

Subject: Project Number: Program: Effective Date: 20LX2191 Coronavirus Emergency Supplemental Funds (CESF) May 5, 2023

Dear Mayor Lumumba:

We are pleased to inform you that the Division of Public Safety Planning has approved your modification request for grant # 20LX2191. The grant has been modified with an additional \$15,000.00 from the originating amount.

Please sign the original Signature Sheet and initial the Budget Summary and Cost Summary Support Sheets in blue ink and return to Public Safety Planning.

Sincerely, 1. Holmes

Emberly K. Holmes Office Director

152 WATFORD PARKWAY DRIVE · CANTON, MISSISSIPPI 39046 · TELEPHONE 601-391-4900 · www.dps.ms.gov

BUSINESS AND OFFICE KONNEXTIONS

P.O. BOX 13453 JACKSON MS 39236-3453

Phone # 601-965-5101 Fax # 601-965-5107

KONNEXTIONS@ATT.NET

Name / Address CITY OF JACKSON P.O. BOX 17 JACKSON MS 39205

Ship To

CITY OF JACKSON POLICE DEPARTMENT 327 E. PASCAGOULA STREET JACKSON MS

			Terms	Project
			Net 30	
item	Description	Qty	Cost	Total
CL030966CT	CONCENTRATED GERWICIDAL BLEACH	5	30.35	151.75
CLO35419CT	All Purpose Cleaner, Lemon Fresh, 144 oz Bottle, 3/Carton	5	42.60 15.00	213.00T 150.00T
KCC47080	Tecnol Procedure Face Mask Flying Particle, Dust Protection - Polypropylene, Polyester, Cellulose - Blue - 50 / Box	10	13.00	100.001
	KN95 MASK	1	199.00	199.00T
WK 6180	BOARD WALK TISSUE 500 2PLY- 96 ROLLS PER CASE	10	59.99	599.90
RAC74828CT	Disinfectant Spray, Crisp Linen, 1902 Aerosol, 12 Cans/Carton	5	119.00	595.00T
RAC99716CT	Lysol Disinfecting Wipes Flatpacks, 6.69 x 7.87, Lemon and Lime Blossom, 80 Wipes/Flat Pack, 6 Flat Packs/Carton	10	21.00	210.00T
BWK 6200	MULTEFOLD PAPER TOWELS, WHITE, 9 X 9 9/20, 250 TOWELS/PACK, 16 PACKS/CARTON	10	34.99	349.90
A11A1	VGuarde 3.5 mil Blue Nitrite Exam Glove X LARGE	1	89.50	89.501
BWK519	SH-Grade Can Liners, 38 x 58, 60gal, 1.2mil, Black, 10 Bags/Roll, 10 Rolls/CT	10	59.99	599.90T
G0.1962504EA	Advanced Instant Hand Sanitizer, 2L Bottle	5	29.00	145.00T
G0.1965212CT	INSTANT HAND SANITIZER, 8-02 PUMP BOTTLE, 12/CARTON	5	80.40	402.00
BWKGEAMAN	Gern Urinal Screen, Lasts 30 Days, Orange, Mango Fragrance, 12/Box	5	39.00	195.00T
CPC49860CT	Dish Detergent, Liquid, Antibacterial, Orange, 52 Oz, Bottle, 6/Carton	5	69.00	345.007
DIAB4014CT	Dial Liquid Soap 7.5 fl uz (221.8 mL) - Push Pump Dispenser - Hand -	10	54.00	540.00T
HHM29612	Antimicrobial, Anti-bacterial 12 / Carton TB Quat Disinfectant Ready-to-Use Cleaner, 32 oz Bottle, 12 Bottles and 2 Spray Triggers/Carton	2	99.00	198.007
i v Tarana and a second and a se	Sales Tax		0.00%	0.00
		т 44 тан	1	
		Total		\$4,982.95
YOUR CONTI	AVED }			
BUSINESS				~
APPRECIAT	ED	-		

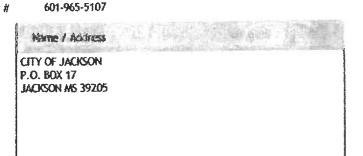
QUOTE

Date	Estimate?
3/29/2023	8580

((

BUSINESS AND OFFICE KONNEXTIONS

Phone #	601-965-5101
Fax #	601-965-5107



KONNEXTIONS@ATT.NET

Ship To

CITY OF JACKSON POLICE DEPARTMENT 327 E. PASCAGOULA STREET JACKSON MS 39205

			Terms	Project
			Net 30	
ten	Description	QBy	Cast.	Total
CL030966CT	CLOROX CONCENTRATED GERWICIDAL BLEACH	5		151.75
1035419CT	All Purpose Cleaner, Lemon Fresh, 144 oz Bottle, 3/Carton	5	42.60	213.00
(CC47089	Tecnol Procedure Face Mask Flying Particle, Dust Protection - Polypropylene, Polyester, Cellulose - Blue - 50 / Box	10	15.00	150.00
GN1KN955200PK	KN95 MASK	1	199.00	199.0
BWK 6180	BOARD WALK TISSUE 500 2PLY- 96 ROLLS PER CASE	10	59.99	599 .1
RAC74828CT	Lysol Disinfectant Spray, Crisp Linen, 19oz Aerosol, 12 Cans/Carton	5	119.00	595.
RAC99716CT	Lysol Disinfecting Wipes Flatpacks, 6.69 x 7.87, Lemon and Lime Blossom, 80 Wipes/Flat Pack, 6 Flat Packs/Carton	15	21.00	315.0
BWK519	SH-Grade Can Liners, 38 x 58, 60gal, 1.2mil, Black, 10	20	59.99	1,199.8
BWK 6200	Bags/Roll, 10 Rolls/CT MLETIFOLD PAPER TOWELS, WHITE, 9 X 9 9/20, 250	15	34.99	524.8
	TOWELS/PACK, 16 PACKS/CARTON	5	29.00	145.0
50.1962504EA	Advanced Hand Sanitizer Refreshing Gel, Clean Scent, 2 L Pump Bottle,	د.		
GOJ965212CT	INSTANT HAND SANITIZER, 8-02 PUMP BOTTLE, 12/CARTON	1	80.40	80.4
BWK2024CEA	Cut-End Wet Mop Head, Cotton, No. 24, White	24	1	311.7
CPC49860CT	Dish Detergent, Liquid, Antibacterial, Orange, 52 Oz,	2	69.00	138.0
	Bottle, 6/Carton	5	54.00	270.0
DIA84014CT	Dial Liquid Soap 7.5 ft oz (221.8 mL) - Push Pump Dispenser - Hand - Antimicrobial, Anti-bacterial - 12 / Carton	2		
www.29612	TB Quat Disinfectant Ready-to-Use Cleaner, 32 oz Bottle,	1	99.00	99.0
	12 Bottles and 2 Spray Triggers/Carton Sales Tax		0.00%	0.0

Total

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\$4,992.46

YOUR CONTINUED **BUSINESS IS** APPRECIATED.

Estimate#

8575

Date -

3/16/2023

BUSINESS AND OFFICE KONNEXTIONS

P.O. BOX 13453 JACKSON MS 39236-3453

(

Phone # 601-965-5101 Fax # 601-965-5107



KONNEXTIONS@ATT.NET

Ship To

CITY OF JACKSON POLICE DEPARTMENT 327 E. PASCAGOULA STREET JACKSON MS 39203

			Terms	Project
			Net 30	
lien	Description	OLY STATES	Cost	Total
CI 030966CT	CONCENTRATED GERWICIDAL BLEACH	5	30.35	151.75
CI 035419CT	All Purpose Cleaner, Lemon Fresh, 144 oz Bottle, 3/Carton	5	42.60	213. 0 0T
KCC47080	Tecnol Procedure Face Mask Flying Particle, Dust Protection - Polypropylene, Polyester, Cellulose - Blue - 50 / Box	5	15.00	75.00T
*N1KN955200PK	KN95 MASK	1	199.00	199.00T
	BOARD WALK TISSUE 500 2PLY- 96 ROLLS PER CASE	10	59.99	599.90
WK 6180 RAC74828CT	Disinfectant Spray, Crisp Linen, 190z Aerosol, 12 Cans/Carton	10	119.00	1,190. 00 T
RAC99716CT	Lysol Disinfecting Wipes Flatpacks, 6.69 x 7.87, Lemon and Lime Blossom, 80 Wipes/Flat Pack, 6 Flat Packs/Carton	10	21.00	210.001
A11A2	VGuarde 3.5 mil Blue Nitrile Exam Glove/LARGE	1	89.50	89.50T
A11A1	VGLando 3.5 mil Blue Nitrile Exam Glove/X LARGE	1	89.50	89.50T
BWK519	SH-Grade Can Liners, 38 x 58, 60gal, 1.2mil, Black, 10 Bags/Roll, 10 Rolls/CT	5	59.99	299.95T
GOJ962504EA	Advanced Instant Hand Sanitizer, 2L Bottle	5	29.00	145.00T
G0.965212CT	INSTANT HAND SANTTZER, 8-OZ PUMP BOTTLE, 12/CARTON	5	80.40	432.00
BWKGEMMAN	Gern Uninal Screen, Lasts 30 Days, Orange, Mango Fragrance, 12/Box	5	39.00	195.00T
CPC49860CT	Dish Detergent, Liquid, Antibacterial, Orange, 52 Oz, Bottle, 6/Carton	5	69.00	345.00T
DIA84014CT	Dial Liquid Soap 7.5 R oz (221.8 mL) - Push Pump Dispenser - Hand - Antimicrobial, Anti-bacterial - 12 / Carton	5	54.00	270.00T
MWW29612	TB Quat Disinfectant Ready-to-Use Cleaner, 32 oz Bottle, 12 Bottles and 2 Spray Triggers/Carton	1	99.00	99.00T
SJN695237	Windex Powerized Glass Cleaner Spray - 0.25 gal (32 fl oz) - 1 Each - Blue	1	69.94	69 .9 4T
	Spray - 0.25 gat (32 ft 02) - 1 Each - Due		0.00%	0.00
		1		

Total

QUOTE PREPARED

BY

\$4,643.54

YOUR CONTINUED BUSINESS IS APPRECIATED.

10

QUOTE

Date	Estimate#
3/21/2023	8578

SUBGRANT SIGNATURE SHEET DIVISION OF PUBLIC SAFETY PLANNING OFFICE OF JUSTICE PROGRAMS 1025 Northpark Drive Ridgeland, MS 39157 Phone: (601) 977-3700 Fax: (601) 977-3764

			the second se				
1 Nama Adduss & D	hono Numbor		2. Effective Date:	March 14	4, 2020		
1. Name, Address, & Pl City of Jackson	tone inumber:		3. Sub-grant Numbe	er: 20L)	X2191		
PO Box 17			4. Grant Identifier:	202 0 -V	D-BX-0664		
Jackson, MS 39205			5. Beginning & End	ling Date	es: 03/14/2020 th	ru 01/3	0/2022
<u>juang@jacksonms.</u> 601-960-1084	gov		6. Sub-grant Payme	ent Metl	hod: Cost Reiml	oursem	ent X Other:
7. The following funds are oblig	gated:						
Budget Category	Source of	Fund	S				Total
	Federal	%	State/Local	%	In-Kind	%	Program Budget
Personnel							4.0
Fringe Benefits							
Equipment							
Travel							
Commodities							
Contractual Services	0 10 000 00						
Miscellaneous	\$ 10,000.00						\$10,000.00
Indirect Costs							
TOTAL	\$10,000.00						\$10,000.00
8. The Sub-grantee agree this sub-grant as included Statement of Special Standard Assurances Certification Regard Civil Rights Complia	Conditions s ing Equal Employ		Civil Righ Certificat Certificat	its Trai ion Reg tion Reg	ant in accorda and incorporat ning Certificat garding Debar garding Lobby tion Form (if a)	tion ment ing	
AGENCY APP	ROVAL			SUBGR	ANTEE ACCE	PTAN	ICE
9. Typed Name & Title of App Emberly K.		icial:	1		we A. Lum		-grantee Official: Da
Office Dir	ector				Mayor		
11. Signature:	Date:		12. Signature:	/	0	,	Date:
Emberles K. Amm	21 09/29/21	30	Chfut	a	XI	10	15/22
			<u>, , , , , , , , , , , , , , , , , , , </u>		/		

DIVISION OF PUBLIC SAFETY PLANNING BUDGET SUMMARY SHEET

Applicant A	1. Applicant Agency: City of Jackson							11
2. Sub-grant Number	łumber	3. Grant Ident	3. Grant Identification Number	4. Beginning Date		Ending Date		
20LX2191		2020-VD-BX-0664	1664	03/14/2020		01/30/2022		
6. Submitted as part of (Check One):	is part oe):	¥	Funding Request: X	B. Modifi	B. Modification Number:	C. Modification Effective Date:	ffective Date:	
			F	Funding Sources				181
8. For DPSP Use Only	9. Activity	ity	Federal	State	Program Income	Other (Local-Private)	Total	
	FY 2020 Coronavirus Emergency Supplemental Funding	ls Emergency ng	\$10,000.00				\$10,000.00	1
			and the second se					

\$10,000.00

\$10,000.00

TOTAL

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Pricant Agency: City of Jackson A. Beginning Date. 5. Ending Date. 5. Ending Date. C1391 2020-VD-BX-0664 01.50/2021 C1391 2020-VD-BX-0664 03.14/2020 C1391 2020-VD-BX-0664 01.50/2021 C1391 2020-VD-BX-0664 03.14/2020 C1391 2020-VD-BX-0664 01.50/2021 C1391 2020-VD-BX-0664 03.14/2020 C1391 2020-VD-BX-0664 01.50/2021 C1391 10. Description of item and/or Basis for Valuation 11. Budget 9. Line Item (5) CS Purell 2 Liter Hand Samitizer (6) \$97.03 \$4.194.00 9. Line Item (5) CS Purell 2 Liter Hand Samitizer (6) \$97.03 \$4.194.00 10. Distribution (10) Boxes Large Black Nitrile Gloves (6) \$71.03 \$1.194.00 (10) Boxes Large Black Nitrile Gloves (6) \$71.03 \$7.10.00 \$11.94.00 (10) Boxes Large Black Nitrile Gloves (6) \$77.25 \$1.455.00 \$1.945.00 (10) Boxes Large Black Nitrile Gloves (6) \$77.25 \$1.945.00 \$1.945.00 (10) Boxes Large Black Nitrile Gloves (6) \$77.25 \$1.945.00 \$1.945.00 (10) Boxes Large Black Nitrile Gloves (6) \$77.25 \$1.945.00 \$1.945.00 (10) Boxes X Large Black Nitrile Gloves (6) \$77.25 \$1.945.00 \$1.945.00 (10) Boxes X Large Black Nitr		DIVISION OF PUBLIC SAFETY PLANNING COST SUMMARY SUPPORT SHEET	SAFETY PLANNING SUPPORT SHEET				
Degrent Number 3. Grant Identifier Number 4. Beginning Date 5. Ending Date (2191 2020-VD-BX-0664 03/14/2020 01/30/2021 (2191) 2020-VD-BX-0664 03/14/2020 01/30/2021 (101) 2020-VD-BX-0664 03/14/2020 01/30/2021 (11) Buiget 11. Buiget All Other 8. Category 10. Description of item and/or Basis for Valuation 51,196.00 51,196.00 9. Line Item (5) CS Purell 2 Liter Hand Sanitizer @ \$97.03 51,196.00 51,196.00 MISCELLANEOUS (5) CS Purell 2 Liter Hand Sanitizer @ \$99.50 51,196.00 51,196.00 (101) Boxes A Large Black Nitrile Gloves @ \$69.80 51,196.00 51,196.00 (101) Boxes X Large Black Nitrile Gloves @ \$77.25 \$1,721.00 (100) KN95 Masks @ \$18.45 \$1,721.00 (100) KN95 Masks @ \$18.45 \$1,721.00 (100) KN95 Masks @ \$22.95 \$1,721.00 (100) (75) Blue Face Masks @ \$22.95 \$1,721.00	I. Applicant Agency: City of Jack	ion					
tivity: FY 2020 Coronaevirus Emergency Supplemental Funding 8. Category 10. Description of item and/or Basis for Valuation 9. Line Item 5) CS Purell 2 Liter Hand Sanitizer @ \$97.03 9. Line Item (5) CS Purell 2 Liter Hand Sanitizer @ \$97.03 8. Category (5) CS Purell 2 Liter Hand Sanitizer @ \$97.03 8. Line Item (5) CS Purell 2 Liter Hand Sanitizer @ \$97.03 8. Line Item (5) CS Purell 2 Liter Hand Sanitizer @ \$97.03 8. Line Item (5) CS Lovox D/F Spray 12/190z. @ \$99.50 8. (12) CS Lysol D/F Spray 12/190z. @ \$69.81 \$995.00 9. (10) Boxes Medium Black Nitrile Gloves @ \$69.81 \$995.00 9. (10) Boxes Medium Black Nitrile Gloves @ \$69.81 \$771.00 9. (10) Boxes Large Black Nitrile Gloves @ \$77.25 \$1,721.00 9. (10) Boxes Large Black Nitrile Gloves @ \$77.25 \$1,721.00 9. (100) KN95 Masks @ \$18.43 \$1,721.00 9. (100) KN95 Masks @ \$18.22.95 \$1,721.00	2. Sub-grant Number 0LX2191	3. Grant Identifier Number 2020-VD-BX-0664	4. Beginning Da 03/14/2020	te.	5. Ending D 01/30/2021	ate	
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CESF AWARD PACKET RETURN CHECKLIST

Please check the list below against the items you are returning to ensure that all pertinent information is enclosed. Do not return Attachment E. It is intended as an example of what complaint policies and forms should look like.

- □ One Signature Sheet signed in blue ink.
- □ Budget Summary Sheet (initialed)
- □ Cost Summary Sheet (initialed)
- □ OJP JAG Statement of Special Conditions
- OJP Sub-grant Standard Assurances (Attachment A)
- □ Certification of Equal Employment Opportunity (Attachment B)
- **Federal Civil Rights Compliance Checklist (Attachment C-1)**
- □ Civil Rights Training Certification Form (Attachment C-2)
- □ Certification Regarding Debarment (Attachment F)
- **Certification Regarding Lobbying (Attachment G)**
- □ Match Certification (Attachment H)
- Document Return Checklist

All of the above award documents (signed in blue ink) are enclosed and returned by:

JUAN S. GRAY

10.02.2020

Sub-grant Contact Person

Date

110



Pursuant to subgrantee management policies, the following special conditions are mandatory and are hereby made a part of this subgrant award:

Acceptance Procedures - The Subcontract Signature Sheet constitutes the operative document obligating and reserving Federal funds for use by the subgrantee in execution of the program or project covered by the award. 'Such obligation may be terminated without further cause if the subgrantee fails to affirm its timely utilization of the grant by signing and returning the signed acceptance to the Division of Public Safety Planning (DPSP) WITHIN 21 DAYS from the date of award. No federal funds shall be disbursed to the recipient until the signed acceptance has been received.

The recipient agrees to sign and submit the following forms along with the Subcontract Signature Sheet:

- Budget and Cost Summary Sheets (each sheet initialed)
- OJP JAG Statement of Special Conditions
- Subgrant Standard Assurances (attachment A)
- Nondiscrimination and Equal Employment Opportunity (attachment B)
- Civil Rights Certification Form Check List (attachment C)
- Certificate of Exemption for Hiring Practices (attachment D)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (attachment F)
- Certification Regarding Lobbying (attachment G)
- Match Verification Requirement Form (attachment H) if applicable

The recipient also, agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

Special Cancellation Condition for Subgrantees:

- (1) <u>Commencement with 60 Days</u>. If a project is not operational within 60 days of the original starting date of the grant period, the subgrantee must report by letter to the DPSP the steps taken to initiate the project, the reasons for the delay, and the expected starting date.
- (2) <u>Operational within 90 Days</u>. If a project is not operational within 90 days of the original starting date of the grant period, the subgrantee must submit a





second statement to the DPSP explaining the implementation delay. Upon receipt of the 90-day letter, the DPSP may cancel the project and request redistribution of the funds to other project areas. The DPSP may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrant files and records must so note the extension.

Modifications to the Original Subcontract - Budget modifications request must be submitted in writing with a detailed justification and budget revision. Sub grantees are limited to three (3) per modifications per cycle. All changes or revisions to the original approved contract must be approved by an authorized DPSP Program Director, prior to the action(s) being taken. The effective date of the modification is determined by the date the request is submitted to DPSP and approved by the specified program director. The final modification must be submitted 90 days prior to the award end date. Retro-active modifications or revisions will not be granted.

Non-expendable Property Purchased with Grant Funds. Subgrantee agrees to submit a fully executed copy of an Equipment Control Sheet (attached) listing all non-expendable property purchased with grant funds. The Equipment Control Sheet should be submitted to the DPSP no later than ten (10) working days after the last item of non-expendable property is received.

Subgrantee agrees to notify the DPSP of all lost, stolen, or damaged property and shall submit within five (5) working days a detailed narrative of the incident, a copy of the police report, and any measures taken to resolve the problem. Subgrantee agrees not to loan, transfer, or liquidate property under any circumstances, unless prior approval is given by an appropriate designated OJP official. (refer to OJP Financial Guide)

Project Reporting Requirements: The recipient agrees to submit **Monthly** Project Narrative and **Monthly** reimbursement reporting worksheets with supporting documents to the DPSP, Office of Justice Programs, no later than ten (10) working days after the end of each month. The recipient agrees to provide information on the activities supported and an assessment of the effects that the grant funds have had on the project. Failure to submit in a timely manner could result in the de-obligation of the subgrantee award and/or discontinuing future funding under this program.

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories at JAG.Showcaseu.ojp.usdoj.gov or via the online form at http://www.bja.gov/contactus.aspx. JAG success stories should include the name and location





of program/project point of contact with phone number and e-mail; amount of JAG funding received and in which fiscal year; and a brief summary describing the program/project and its impact.

Prior Approval for Travel Request

Subgrantee agrees to request in writing prior approval to attend any related training or conferences within 45 days of the event. Such training should be program related. Travel request should identify those who will be in attendance, a detailed budget of the estimated cost and contain a justification for the training. When seeking reimbursement all receipts must be submitted to reflect the cost of the assigned trip such as: hotel receipts minus any incidentals outside of the room cost, meal receipts, parking receipts, transposition receipts, gas receipts, (1) baggage receipt per traveler and any other approved travel cost's associated.

<u>Use of Federal Funds</u> - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without written approval of DPSP.

<u>Separate Tracking and Reporting of grant funds and outcomes</u> - The recipient agrees to track, account for, and report on all funds from this award (including specific outcomes and benefits attributable to the project) and from all other funds, including DPSP award funds from non-federal awards awarded for the same or similar purposes or programs.

Accordingly, the accounting systems of the recipient and all subrecipients must ensure that funds awarded are not commingled with funds from any other source. The recipient further agrees that all personnel whose activities are to be charged to the award will maintain monthly timesheets and will document hours worked activities related to this award and non-related activities on the activity sheet.

<u>Audit Requirements</u> - The recipient agrees to comply with the organizational audit requirements as established by the Office of Management and Budget (OMB). One of the following will have specific information regarding your agency's audit requirements:

- a. OMB Circular A-128. Audits of State and Local Governments.
- b. OMB Circular A-133. Audits of Institutions of Higher Education and Other Non-profit Institutions.





All audit reports (initial and subsequent) shall be submitted no later than nine (9) months after the close of the Subgrantee's fiscal year.

Subgrantee Fiscal Year:	 State (July - June)
(Check One)	 Federal (October - September)
	 Calendar (January - December)

The Office of Management and Budget (OMB) Circular A-133 requires a Single Audit for state and local governments as well as for non-profit organizations when federal expenditures are at least \$500,000. Please check below if you are required to have a Single Audit.

Single Audit Required: _____Yes _____No

<u>Sub Awarding Federal Funds</u> - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organization for Reform Now (ACORN) or its subsidiaries.

Grantee Monitoring - The recipient understands that the OJP Programs will monitor all f subaward projects under each specified program in accordance with all applicable statutes, regulations, OMB circulars, and program guidelines, including the OJP Financial Guide, and the applicable special conditions of this award. The OJP Programs will review the oversight of the grantees financial and programmatic activities, files and will monitor the specific outcomes and benefits attributable to the use of grant funds by subrecipients. In addition, the recipient agrees to submit, upon request, all documentation of its policies and procedures

<u>Subawards – DUNS and CCR for Reporting</u> - The recipient agrees to submit with the award document, documentations of a valid DUNS profile and an active registration with the Central Contractor Registration (CCR) database. A printed copy of the DUNS and CCR is required for grant funding. If the CCR expires within the awarding cycle, the grantee agrees to submit an updated CCR no later than 15 days after the expiration date to the designated awarding program under the Office of Justice Programs.

<u>System for Award Management – (SAM)</u> – The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <u>https://www.sam.gov/</u>. This includes applicable requirements regarding registration with SAM, as well as maintain the currency of information in SAM.





Requirement to report potentially duplicative funding – If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the Office of Justice Programs awarding agency in writing of the potential duplication, and if so, requested by the OJP awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice to eliminate any inappropriate duplication of funding.

<u>All subawards ("subgrants") must have specific federal authorization</u> – The recipient at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that for purposes of federal grants administrative requirements. The details of the requirement for authorization of any subaward are posted on the

Employment Eligibility Verification for hiring under the award – The recipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded in whole or in part with award funds, the recipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

<u>Staff involved in the hiring process</u> - For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

Employment eligibility confirmation with E-Verify - For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient may choose to participate in, and use, E-Verify (www.e-verity.gov), provided an appropriate person authorized to act on behalf of the recipient uses E-Verify and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final





Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

<u>Rules of construction</u> – The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government – as an employee, contractor or subcontractor (at any tier), grant recipient (at any tier), agent or otherwise – in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work project, or activity (or to provide such goods or services) in the future.

Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

Determination of suitability to interact with participating minors – The Department of Justice funding announcement, or an associated federal statute – that a purpose of some or all of the activities to be carried out under the award by the recipient is to benefit a set of individuals under 18 years of age. The recipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <u>https://ojp.gov/funding/Explorer/Interact-Minors.htm</u> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

<u>Restrictions on "lobbying"</u> - Federal funds awarded by OJP may not be used by the recipient either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913.

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352.



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Imminent Breach of Personally Identifiable Information (PII) – The recipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Requirements pertaining to prohibited conduct related to trafficking in persons – The recipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients or individuals defined as employees of the recipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website at <u>https://ojp.gov/funding/Explore/ProhibitedConduct</u> - <u>Trafficking.htm</u> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award), and are incorporated by reference here.

<u>Misuse of award funds</u> - The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Texting While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving." 74 Fed. Reg. 51225 (October 1, 2009), the department encourages recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workshop safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct - The recipientmust promptly refer to the DPSP and DOJ-OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar





misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the DPSP by mail:

Mississippi Department of Public Safety Planning Office of Justice Programs 1025 Northpark Drive Ridgeland, Mississippi 39157 Contact 601-977-3700 or e-mail: <u>oig.hotline@usdoj.gov</u> Hotline: (in English/Spanish): (800) 869-4499 or Hotline fax: (202) 616-9881

Conflict with Other Standard Terms and Conditions - The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here in that specifically implement the grant requirements. Recipients are responsible for contacting their grant managers for any clarifications.

<u>Americans With Disabilities Act</u> – The recipient hereby assures and certifies compliance with Subtitle A, Title II of the Americans With Disabilities Act (ADA) 42 U.S.C.12131-12124, which removes the barriers that deny individuals with disabilities an equal opportunity to share in and contribute to the vitality of American life. In other words, full participation in, and access to, all aspects for society.

Civil Rights: EEOP - The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

Discrimination Finding - The recipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the grantee will forward a copy of the findings to the Division of Public Safety Planning: Office of Justice Programs and to the Office of Civil Rights of OJP.

Additional Requirements and Guidance - The recipient agrees to comply with any modifications or additional requirements that may be imposed during the award performance

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period or by law and future OJP (including government-wide) guidance and clarifications of OJP Programs requirements.

EQUAL TREATMENT REGULATION

Subgrantee certifies that it complies with the Equal Treatment Regulation in 28 C.F.R. parts 31, 33, 38, 90, 91, and 93, which ensures that no organization will be discriminated against in a Department of Justice funded social services program based on religion. The regulation, entitles "Participation in Justice Department Programs by Religious Organization; Providing for Equal Treatment of all Justice Department Program Participants."

EQUAL EMPLOYMENT OPPORTUNITY

Subgrantee hereby certifies that it has formulated an Equal Employment Opportunity Program plan in accordance with 28 C.F.R.42, 301, et seq., Subpart e. of the Code of Federal Regulations. The plan is on file for review or audit by officials of the Mississippi Division of Public Safety Planning or the Office of Justice Programs, U.S. Department of Justice as required by relevant laws and regulations.

Please check one: V Required Not Required

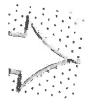
ENFORCING CIVIL RIGHTS LAWS

Subgrantee certifies that as a local government entity or non-profit organization recipient of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, is subject to the prohibitions against unlawful discrimination.

NON-SUPPLANT CERTIFICATION

The <u>City of Jackson</u> (Applicant/Agency) hereby assures that Federal funds will not be used to supplant State or local funds and that, Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Compliance with these requirements will be monitored during the annually programmatic onsite monitoring visit or during a programmatic desk audit.





By initialing and signing, your agency agrees to comply and adhere to all federal and state guidelines established governing the Mississippi Department of Public Safety, Office of Justice Grant Programs.

City of JACKSON Agency's Name

Lokue A. Lumu

Authorizer Official (Please Print

Authorized Official (Signature)

20LX 219 Subgrant Award Number

nayor Authorized Official Title



ATTACHMENT C-1

Federal Civil Rights Compliance Checklist

- 1. If the subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§42.301-.308, does the subrecipient have an EEOP on file for review?
 - □ Yes
 - □ No

If yes, on what date did the subrecipient prepare the EEOP?

- 2. Has the subrecipient submitted an EEOP Short Form to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), if required by 28 C.F.R. 42.301-.308? If the subrecipient is not required to submit an EEOP Short Form to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from the EEOP requirements?
 - □ Yes submitted an EEOP Short Form
 - □ Yes submitted a certification
 - 🗆 No

If the subrecipient prepared an EEOP Short Form, on what date did the subrecipient prepare it?

3. How does the subrecipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

Comments:

4. How does the subrecipient notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)?

Comments:

- 5. Does the agency have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient with the {State Administering Agency (DPSP)} or the OCR?
 - □ Yes
 - 🗋 No

If yes, an explanation of these policies and procedures:

- 6. If the subrecipient has 50 or more employees and receives DOJ funding of \$25,000 or more, has the subrecipient taken the following actions:
 - a. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services?
 - □ Yes
 - 🗆 No
 - b. Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G?
 - 🛛 Yes
 - 🛛 No
 - c. Notified participants, beneficiaries, employees, applicants, and others that the program does not discriminate on the basis of disability?
 - U Yes
 - □ No

Comments:

- 7. If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:
 - a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.
 - □ Yes
 - 🗆 No

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- b. Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54?
 - 🛛 Yes
 - 🗆 No
- c. Notified participants for admission and employment, employees, students, parents, and others that the agency does not discriminate on the basis of sex in its educational programs or activities?
 - 🛛 Yes
 - D No
- 8. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the agency issued by a federal or state court or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex?
 - □ Yes
 - 🛛 No

Comments:

9. What steps has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?

Comments, including an indication of whether the subrecipient has developed a written policy on providing language access services to LEP person(s):

10. Does the subrecipient conduct any training for its employees on the requirements under federal civil rights laws?



Comments:

11. If the subrecipient conducts religious activities as part of its programs or services, does the subrecipient do the following:

Revised September 2012

- a. Provide services to everyone regardless of religion or religious belief?
 - □ Yes
 - 🛛 No
- b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instructions, or proselytization, and that such activities are kept separate in time or place from federally-funded activities?
 - □ Yes
 - D No
- c. Ensure that participation in religious activities is voluntary for beneficiaries of federally-funded programs?
 - 🛛 Yes
 - 🛛 No
- 12. Was a copy of the Mississippi Office of Justice Program Civil Rights Compliance PowerPoint Presentation provided to your agency?

Yes

No

City of JACKSON Name of Agency or Organization (Please Print)

Authorized Official or Authorized Designee Signature

20LX2191_____

Office of Justice Programs Monitor's Signature

Date

11

Attachment C-2

Office of Justice Programs Division of Public Safety Planning

Civil Rights Training Certification Form

N

The, <u>City of JACKSon</u>, hereby certifies that our agency has received Civil Rights Training required by the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, and the Mississippi Division of Public Safety Planning in order to administer federal funds according to federal guidelines. Our agency further certifies that we have and/or will notify all employees, clients, customers, and program participants that discrimination is prohibited and the procedures for filing a complaint of discrimination.

(Date) (Names(s) of Individual(s))	JUAN S. GIRAY 10.2.2020
Date of Training Location of Training	Ridgeland MS. 39157
State of Mississippi County of <u>Miss[SS1 ppi, HindS</u> Signed [or attested] before me on <u>and</u> , 20	20 by Cetober
Authorized Sognatory official	
Signature of Notarial Office	Stamp CF MISS OT ABY PUS 1D # 65970
Ma Vo Putic	SANDRA GIBSON-HODGE Commission Expires
Title of office My commission expires: $Apr. 25, 20$	
	FOR OJP purposes only

This certification expires on:

ATTACHMENT A

OFFICE OF JUSTICE PROGRAMS SUBGRANT STANDARD ASSURANCES

The applicant/subgrantee assured and certified that:

11

- 1. It possesses legal authority to apply for and receive the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- 2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352). Recipient will comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Violence Against Women Act (42 U.S.C. § 3796(gg)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations Equal Treatment for Faith-Based Organizations). Additional information about civil rights obligations of grantees can be found at http://www.ojp.usdoj.gov.ocr/.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, religion, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Mississippi Department of Public Safety, Division of Public Safety Planning, Office of Justice Programs (MDPS DPSP OJP).

Recipient will complete MDPS's Standard Assurance Conditions for Subgrantees document regarding its Equal Employment Opportunity Plan (EEOP) obligations.

The recipient will determine whether it is required to formulate an EEOP in accordance with 28 CFR 42.301 et. seq. If the applicant is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the MDPS DPSP OJP indicating that it is not required to develop an EEOP. If the applicant is required to develop an EEOP, but is not required to submit the EEOP to the OCR, the applicant will submit a certification form to the OCR and the MDPS certifying that it has an EEOP on file which meets the applicable requirements. If the applicant is awarded a grant of \$500,000 or more and has fifty or more employees, it will submit a copy of its EEOP to the OCR and the MDPS. Non-profit organizations, Indian Tribes, and medical and education institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy should also be submitted to the MDPS).

Additional information regarding a grantee's EEOP requirements can be found at http://www.ojp.usdoj.cov/about/ocr/eeop_comply.htm.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English

Page 1 of 3

Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, recipient must take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at www.lep.gov.

The subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

- 3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- 4. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
- 5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local government.
- 6. It will establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- 7. It will give the grantor agency or its duly designated representative, the State Auditor's Office, the Computative General of the United State or any authorized representative and the Office of Management and Audits (OMSA), Department of Finance and administration (DFA), access to at all reasonable times, and the right to examine, monitor, audit, copy, remove, or otherwise, all records, books, papers, documents, or items of like or similar nature related to the grant.
- 8. It will establish and maintain both fiscal and program controls and funds accounting procedures acceptable to grantor agency, to assure the proper expenditure and disbursement of all funds, and for program management and execution, and that it will keep and maintain such books and records until audited by the OMSA, DFA of by an official representative of that office, by the federal grantor agency, the State Auditor, or either's duly authorized representative. Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the OMSA. These records include, but are not limited to:

Financial report covering expenditures of the grant; Internal and external audit reports and project evaluation; Approved budget and subsequent modifications; Contracts, leases, employment agreements, and purchase invoices; Indirect cost allocation plans; All invoices, billings, request for cash, and reporting worksheets; General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records; All personnel records of individuals paid with grant funds, including time sheets, wage authorization, tax withholdings forms, employment applications and other relevant data; Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property; and Bank statements and reconciliations.

Page 2 of 3

- 9. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal agency and the state grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 10. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 87 Stat. 975). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurances is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
- 11. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.C.S. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see CFR Part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.
- 12. It will insure that no memory of the governing or policymaking body of applicant/grance shall cast a vote or influence any matter which has a direct hearing on services to be provided by that member or any organization which such member directly or indirectly represents, or on any matter that would financially benefit such member or any organization such member represents.
- 13. It will comply with the provisions of the Single Audit Act of 1984 (P.L. 98-502) and if it does not meet minimum requirements as established in the Single Audit Act of 1984, it will consult with the OMSA, DFA, in regard to audit requirements.

We have read and understand all Subgrantee Standard Assurances as shown above and agree to fully comply with these conditions in the operation of the subgrant.

Name of

20LX29

10/5/2022

Chief Administrative Officer

Date

Page 3 of 3

ATTACHMENT B

STANDARD ASSURANCE CONDITIONS FOR SUBGRANTEES

CERTIFICATION OF COMPLIANCE WITH REGULATIONS NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

IN COOPERATION WITH THE FEDERAL OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS, UNITED STATES DEPARTMENT OF JUSTICE

Instructions: Complete the blank lines below by entering identifying information which is found on the Subgrant Signature Sheet. Also, read this form completely, identify and enter, under Part I, the name of the organization's designated person responsible for reporting civil rights findings; and then in Part II, mark or check only one box which indicates the appropriate certification that applies to your organization. The organization's Authorized Official must sign this form on page 3. Please return the original form to the Office of Justice Programs, Division of Public Safety Planning, 1025 Northpark Drive, Ridgeland, Mississippi 39157, within 45 days of the grant award or implementation date. You must also forward a copy of the completed form to the organization's civil rights representative whom you have identified.

Subgrant Number: 20LX 2191 Award Amount \$ 10,000
Subgrant Project Title: <u>JPD</u> COVID - 19
Organizational Name (Subgrantee or Funded Entity): City of Jackson JICKSON POLICE DEPARTMENT
Address: <u>327 EAST PASCAGOULA ST. PO Box 17</u> JACKSON MS 39205-0017
Telephone Number: 601.960.1217
Subgrantee Duration:
Beginning Date: MARCH 14, 2020 Ending Date: Juluary 30, 2024
Project Director's Name, Address and Telephone Number: JUAN S.GRAY 327 EAST PASCAGOULA ST F.O. Gox 17 JACKSON NS 39205

AUTHORIZED OFFICIAL'S CERTIFICATION

As the Authorized Official for the above identified Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

PART I. Requirements of Subgrant Recipients: All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 et. seq.; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (See also, 2000 Executive Order #13166).

I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Office of Justice Programs, Division of Public Safety Planning (DPSP), Mississippi Department of Public Safety, within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date. A copy of this Certification will be provided to this person, as identified here:

The person responsible for reporting civil rights findings of discrimination is: (Name, address and telephone number)

(rame, addess and toophone and a	City of JACKSON.
	Personnel office
	P.D. Box 17
	JACKSIN MS 39205

PART II. Equal Employment Opportunity Plan (EEOP) Certifications: Check the one box that applies to this subgrantee agency during the period of the grant duration noted above. (Check only the one appropriate certification (A, B, C1 or C2 below).

CERTIFICATION "A" [NO EEOP IS REQUIRED IF (1), (2) OR (3) APPLY] This is the Certification that most non-profits and small agencies will use. Check (1), (2) and/or (3) as they apply to your entity: (Here, more than one may apply)

- (1) is an educational, medical or non-profit institution or an Indian Tribe; and/or
 - (2) has less than 50 employees; and/or;

(3) was awarded through this grant from the Office of Justice Programs, DPSP, less than \$25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301, et. seq.

□ CERTIFICATION "B" (EEOP MUST BE ON FILE) This funded entity, as a forprofit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than \$25,000, but less than \$500,000 in federal U.S. Department of Justice funds.

> Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et.seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Office of Justice Programs, DPSP, or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations.

CERTIFICATION "C" (EEOP MUST BE SUBMITTED) This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an EEOP or an EEOP Short Form, that will include a section specifically analyzing the subgrantee (implementing) agency.

As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

Authorized Official's Signature (Subgrantee)

Typed or Printed Name

10/5/22

Person's Qreanizational Title

This original signed form must be returned to the Office of Justice Programs, Division of Public Safety Planning, Department of Public Safety, within 45 days of the grant award beginning date. You must also forward a signed copy to the person you identified under "Part 1" on page 1. The Office of Justice Programs, DPSP will forward a copy to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

	ATTACHMENT F
(U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS OFFICE OF THE COMPTROLLER
	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)
	This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).
	(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)
	(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
1	(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
\Box	Name and Title of Authorized Representative 10/5/22 Signature Date
	City of JACKSON Name of Organization
	327 EAST PASCA GOULA ST. / P.O. BOX 17 JACKSON MS 39205 Address of Organization
((Revised May 2012

ATTACHMENT G

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 or not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that;

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here <u>CL</u> and complete and submit "Disclosure of Lobbing Activities", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

P.O.BOX 17 City of JACKSON JACKSON MS 39205 Name and Address of Organization

Name of Authorized Individu Signature and Date

10 EX 2191 Subgrant Number



ORDER AUTHORIZING THE MAYOR TO ENTER INTO A FINANCING AGREEMENT WITH HUNTINGTON FINANCE TO FINANCE THE PURCHASE OF BODY WORN CAMERAS, IN CAR CAMERAS, EQUIPMENT, AND CLOUD STORAGE FROM METRIX SOLUTIONS

WHEREAS, on August 15, 2023, the governing authorities for the City of Jackson authorized the procurement of body worn cameras, in-car cameras, equipment, and cloud storage pursuant to GSA Contract # 47QTCA19D00MM; amd

WHEREAS, in the action taken on August 15, 2023, the governing authorities stated that it would reserve approving the financing of the body worn cameras, equipment, and cloud storage until such time that it received information on the terms and conditions of financing; and

WHEREAS, the cost of the items authorized to be purchased is \$1,140,951.98; and

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Payment Due Date

WHEREAS, the Jackson Police Department recommends that the procurement be financed; and

WHEREAS, pursuant to Section 31-7-13(e) of the Mississippi Code, a municipality may acquire equipment and related software by lease purchase agreement from a third-party source after having solicited and obtained two (2) written competitive bids for such financing without advertising for the bids at any time *before* the purchase thereof; and

WHEREAS, the Jackson Police Department received a quote from Huntington Finance related to the purchase of the equipment, supplies, and cloud storage containing the following terms: Four annual payments as follows:

TOTAL	\$1,226,255.00	
October 1, 2026	\$342,085.00	
October 1, 2025	\$342,085.00	
October 1, 2024	\$342,085.00	
October 1, 2023	\$200,000.00	

Amount of Payment

WHEREAS, the financing proposal from Huntington indicated that it was indexed against like-term as of the date of the proposal (3 yr 4.28 percent) if acceptance is received within thirty (30) days; and

WHEREAS, the proposal contained a fixed \$1.00 purchase at the end of the initial term;

WHEREAS, the Jackson Police Department received a second written quote from Fleetwood Finance Leasing LLC related to the purchase of the equipment, supplies, and cloud storage containing the llowing terms:

Payment Due Date

Payment Due D	ate Amount of Payment	4
October 1, 2023	\$200,000.00	ł
October 1, 2024	\$ 364,000.00	
October 1, 2025	\$364,000.00	
October 1, 2026	\$364,000.00	

WHEREAS, the financing proposal from Fleetwood included a \$1.00 buy option;

WHEREAS, the Jackson Police Department recommends that the proposal of Huntington Finance be accepted because the amount of interest to be paid will be lower; and

IT IS HEREBY ORDERED that the Mayor is authorized to execute an agreement with Huntington Finance for the lease-purchase financing of the equipment, related supplies, and cloud storage from Metrix Solutions.

IT IS HEREBY ORDERED that the terms of the lease-purchase financing shall be as follows:

\$200,000.00	
\$342,085.00	
\$342,085.00	
\$342,085.00	
\$1,226,255.00	
	\$342,085.00 \$342,085.00 \$342,085.00

IT IS HEREBY ORDERED that pursuant to Section 31-7-13(e), no lease purchase agreement shall be for an annual rate of interest which is greater than the overall maximum interest rate to maturity on general obligation indebtedness permitted under Section 75-17-101, and the term of the lease-purchase agreement shall not exceed the useful life of the equipment covered thereby as determined according to the upper limit of the asset depreciation range guidelines for the class Life Asset Depreciation Range System established by the Internal Revenue Service or comparable depreciation guidelines with respect to any equipment not covered by ADR guidelines.

IT IS HEREBY ORDERED pursuant to Section 31-7-13 (e) that the lease-purchase agreement entered into shall contain an annual allocation dependency clause substantially similar to the following: "The continuation of each equipment schedule to this agreement is contingent in whole or in part upon the appropriation of funds by the governing authorities of the City of Jackson to make the lease-purchase payments required un such equipment schedule. If the governing authorities of the City of Jackson fail to make appropriate sufficient funds to provide for the continuation of the lease-purchase payments under any such equipment schedule, then the obligations of the City to make such lease-purchase payments and the corresponding provisions of any such equipment schedule to this agreement shall terminate on the last day of the fiscal year for which the appropriations were made.

APPROVED FOR AGENDA:

WADE, LUMUMBA. By:

10	1	POINTS	COMMENTS	
	1.	Brief Description/Purpose	Order Authorizes the Mayor to execute a financing agreement with	
	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 & improve the Quality of Life	
	3.	Who will be affected	City of Jackson	
	4.	Benefits	To improve the safety and well-being of the citizens of Jackson.	
	5.	Schedule (beginning date)	Upon approval	
	6.	Location: • WARD	ALL WARDS	
		 CITYWIDE (yes or no) (area) Project limits if applicable 	CITY WIDE	
C	7.	Action implemented by: City Department Consultant	Jackson Police Department	
	8.	COST		
	9.	Source of Funding General Fund Grant Bond Other	Financing provided by Huntington Finance. Payment schedule as follows: October 1, 2023 \$200,000 October 1, 2024 \$342,085.00 October 1, 2025, \$342,085.00 October 1, 2026 \$342,085.00	
	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	

E OF THE CONTACTORNEY

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 ENTER INTO A FINANCING AGREEMENT WITH HUNTINGTON FINANCE TO FINANCE THE PURCHASE OF BODY WORN CAMERAS, IN CAR CAMERAS, EQUIPMENT AND CLOUD STORAGE is legally sufficient for placement in NOVUS Agenda

Storia Martin, City Attorney

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Office of the City Attorney 455 East Capitol Street

Carrie Johnson, Senior Deputy City Attorney

MEMORANDUM

To:	Chokwe A. Lumumba, Mayor
Via:	Deric Hearn, Deputy Chief of Police
From:	Joseph Wade, Interim Chief of Police
Date:	June 09, 2023
Subject:	Financing of BWC, supplies, and cloud storage

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The City of Jackson Police Department anticipates procuring certain BWC equipment, supplies, and cloud storage pursuant to a GSA Contract from Metrix Solutions. The total cost of the items to be purchased is \$1,140,951.98. The Jackson Police Department obtained two quotes for the financing of the procurement. The attached order contains a recommendation for the financing of the procurement by Huntington Finance

Should you have any questions or concerns, please do not hesitate to contact me.

() Huntington

HUNTINGTON TECHNOLOGY FINANCE 8609 Westwood Center Drive, Suite 110 Tysons Corner, VA 22182 (703) 627-5174 www.huntington.com

Via Email:

September 1, 2023

Mr. Chokwe A. Lumumba Mayor City of Jackson 327 E. Pascagoula Street Jackson, MS 39201

Re: Getac BWC & ICV Solution for Jackson Police Department

Dear Mr. Lumumba:

On behalf of Huntington Technology Finance, I am pleased to present you with the following proposal.

Lessor:	Huntington Technology Finance, Inc. ("HTF")
Lessee:	City of Jackson, MS ("Jackson PD")
Vendor:	Metrix Solutions, LLC ("Metrix")
<u>Equipment:</u>	-Misc Accessories & Repl. Batteries for Getac BWC BC-02 Model* -(131) Getac VR-X20 ICV* -Years 1-3 Getac Cloud*

*Please see Metrix quote no. 056150 v13, dated 6-9-22, for detailed equipment configuration and sale price information.

This equipment will be provided new and direct from the manufacturer.

Total <u>Amount Financed:</u> \$1,140,951.98

Anticipated Delivery-Date:	Estimated installation date is on or before September 30, 2023		
<u>Terms & Conditions:</u>	-Initial first payment of \$200,000.00 -Rental payments made annually, in arrears thereafter -Estimated commencement date is October 1, 2023 -Fixed \$1.00 purchase, at the end of the initial term		

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Mr. Chokwe A. Lumumba September 1, 2023 Page 2 of 3

Lease Pricing:

(37) Month Term*

Equipment	Term	OEC	Payment No.'s	Annual Rental
BWC & ICV Solution (hardware)	37 Months	\$592,162.58	1	\$200,000.00
Soft Costs	37 Months	\$548,789.40	2-4	\$342,085.00
Totals	37 Months	\$1,140,951.98	-	-

*Sum of (4) payments: \$1,226,255.00

Payment Summary:	
------------------	--

\$200,000.00
\$342,085.00
\$342,085.00
\$342,085.00

*State Sales Tax may be subject to this transaction unless the Lessee is exempt from Sales Tax (while leasing), if applicable Sales Tax would be billed with each rental payment.

*This lese transaction may also be subject to Personal Property Tax, unless the Lessee is exempt from PPT (while leasing), if applicable, each PPT amount would be re-billed to the Lessee upon HTF's receipt of the jurisdiction's PPT invoice.

*If the Lessee is exempt from either of the tax amounts described above, the Lessee will be required to provide the Lessor with the applicate tax exemption certificate(s).

*Soft Costs include but are not limited to: Services, applicable sales tax, installation, maintenance, travel, HW & SW support, shipping and any other type of cost line item that is not physical hardware.

*Soft Cost amounts and the allowable hardware/soft cost deal ratio will be subject to the Lessor's review and approval of the final OEC amounts quoted to the Lessee.

Equipment

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Schedules (Contracts):	Equipment schedules (contracts) will be issued after HTF receives supplier invoices for the particular schedule.
<u>Net Lease:</u>	Unless noted otherwise herein, this quotation is based on a net lease. Transportation, installation, insurance, maintenance, software charges and any applicable taxes are the responsibility of the Lessee.
Proposal Expiration:	This proposal expires in thirty (30) days unless extended in writing by HTF.

This proposal is subject to mutually agreeable documentation.

This quotation is subject to final approval by HTF's Executive Committee at its corporate headquarters.

The lease pricing quoted is subject to a review of the Lessee's last two years of audited financial statements and subject to final credit approval by the HTF credit department.

Mr. Chokwe A. Lumumba September 1, 2023 Page 3 of 3

All lease pricing is indexed against the like-term, SOFR as of the date of this proposal (3 Yr., 4.28%). If the signed Certificate of Delivery & Acceptance document, relating to this transaction, is not received by (30) days after this proposal date, the lease pricing will be subject to any changes in the index rate. Source: Intercontinental Exchange (http://www.theice.com/marketdata/reports/180)

Upon acceptance of this proposal, please execute the last page of this proposal. Please return the signed proposal to me via scan/email.

Huntington Technology Finance appreciates the opportunity to be of service to the Jackson Police Department. Please do not hesitate to call me if I can be of any further assistance, (703) 627-5174.

Sincerely,

high hil

Alex I. Wiederhorn Regional Vice President, SE

cc: Mr. Vincent Grizzell, City of Jackson Chief James Davis, City of Jackson Mr. Tarrien Williams, Metrix Mr. Sonny Beneke, Metrix Mr. Scott Worley, GVS Ms. Mary Grimes, HTF

ACCEPTED AND AGREED TO:

City of Jackson, MS

SY:		
IAME:	 	
ITLE:	 	

This document and its supporting materials are confidential and may be used only for the purpose of evaluating our proposal. The information may not be disclosed to a third party without the express permission of Huntington Technology Finance.



Fleetwood Lease Quotation for City of Jackson, MS FILE OF THE

Getac In-Car Video, Accessories, and Cloud Storage

Total Cost: \$1,140,951.98

48 Month Lease \$1.00 Buyout Option 4 Annual Payments

Payment Schedule 1 payment @ \$200,000.00* due at signing followed by 3 payments @ \$364,824.61* per year

*Lease payment does not include applicable taxes/doc fee (\$250.00) and is subject to credit approval. Pricing is subject to rate fluctuations.

Please see Pileum Corporation Quote for Breakout of Equipment and Services

Soft m Miller

Scott M. Miller, VP Business Development – September 11, 2023

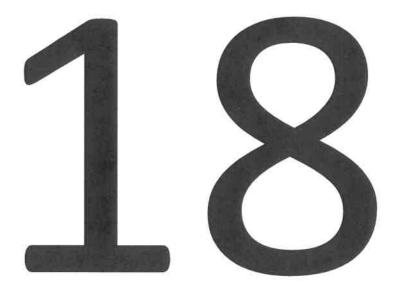
A Vendor Lease Program for

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Pileum Corporation

Fleetwood Finance Leasing LLC 184 North Avenue East, Suite 4 Cranford, NJ 07016 Contact: Scott M. Miller Phone: (732) 397-1456 smiller@fleetwoodfinance.com



ORDER AUTHORIZING THE MAYOR TO ACCEPT AND EXECUTE GRANT AGREEMENT WITH MISSISSIPP OFFICE HIGHWAY SAFETY FOR OCCUPANT PROTECTION DUI AND DISPATCHER TRAFFIC SERVICES

Whereas Section 21-17-1(10) of the Mississippi Code contains the following language: The governing authority of any municipality may perform and exercise any duty, responsibility or function, may enter into agreements and contracts, may provide and deliver any services or assistance, and may receive, expend and administer any grants, gifts, matching funds, loans or other monies, in accordance with and as may be authorized by any federal law, rule or regulation creating, establishing or providing for any program, activity or service; and

Whereas, an application for funding was submitted to the Mississippi Office Highway Safety for funding for the performance period October 1, 2023- September 30, 2024 for a program titled Occupant Protection, Police, DUI Officers and Dispatcher Traffic Services; and

Whereas, the City of Jackosn was approved to receive the sum of \$150,679.000 in funding for the program; and

Whereas, the sum of \$141,804.00 of the funding must be used for personal services -salary; and

Whereas, the remaining sum of \$8,875.00 must be used for equipment; and

Whereas, the Jackosn Police Department anticipates purchasing speed detection equipment with the \$8,875.00 in funds allocated; and

Whereas, the sum of \$129,920.00 will be used to compensate officers for regular or overtime *beyond* the normal work hours; and

Whereas, the sum of \$5,484.00 is allocated for the regular or overtime compensation of a grant manager above and beyond normal work hours; and

Whereas, the sum of \$6,4000.00 is allocated for the regular or overtime compensation of dispatchers above and beyond the normal work hours; and

Whereas, the grant agreement requires the City to conduct not less than 87 checkpoints during a quarter;

Whereas, the grant agreement requires the City to conduct not less than 100 saturation patrols during a quarter; and

Whereas, the State has the right to monitor and pre-audit any and all claims presented for reimbursement; and

Whereas a Final Closeout Report and Reimbursement Claim with required documentation must be received by the Mississippi Office of Highway Safety on or before **November 15, 2024;** and;

Whereas, equipment must be ordered within ninety days of project implementation; and

Whereas, property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, title holder, acquisition date, and cost;

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Whereas, the grant requires the City to adhere to the Buy America requirement when purchasing items using federal funds;

Whereas, the City will be required to engage in three (3) enforcement blitz periods during Christmas/New Year's, Memorial Day and Labor Day by conducting checkpoints and/or saturation patrols; and

Whereas, the City must engage in two sustained enforcement blitz periods during Super Bowl Sunday, the 4th of July, and any additional sustained enforcement periods coordinated by the Mississippi Office of Highway Safety by conducting checkpoints and/or saturation patrols during the state campaigns; and

THE CHARTORNEY

Whereas, no matching funds are required for receipt of the funding;

Whereas, a secondary signatory official is also required by the agreement;

Whereas, best interest of the City of Jackson would be served by authorizing the Mayor to accept and execute award documents and the grant agreement; and

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute the grant agreement with the Mississippi Office of Highway Safety ;

IT IS THEREFORE ORDERED that the Mayor shall be authorized to designate a secondary signatory official.

IT IS THEREFORE ORDERED that the Mayor shall be authorized to perform those acts necessary and required to comply with the terms of the grant agreement.

S. Frank	POINTS	COMMENTS				
	Brief Description/Purpose	Order Authorizing The Mayor's submission and acceptance of the FY 2024 MOHS Mississippi Office of Highway Safety Grant, administrated by the State of Mississippi Department of Public Safety, for \$150,679.00.				
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Crime Prevention				
3.	Who will be affected	City of Jackson				
4.	Benefits	To improve the safety and well-being of the citizens of Jackson.				
5.	Schedule (beginning date)	As per grant guidelines				
6.	Location: WARD	ALL WARDS				
	CITYWIDE (yes or no)(area)	CITY WIDE and Surrounding areas.				
	Project limits if applicable					
7.	Action implemented by: City Department	Jackson Police Department				
	Consultant					
8.	COST	Grant Funds with no matching funds required.				
9.	Source of Funding General Fund Grant Bond Other	State of Mississippi Department of Public Safety, MOHS				
10.	EBO participation	ABE % WAIVER yes no NIA				
		AABE % WAIVER yes no NIA				
		WBE % WAIVER yes no NIA				
		HBE % WAIVER yes no NIA				
		NABE % WAIVER yes no. NIA				

Office of the City Attorney 455 East Capitol Street

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

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OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO ACCEPT AND EXECUTE GRANT AGREEMENT WITH MISSISSIPPI OFFICE HIGHWAY SAFETY FOR OCCUPANT PROTECTION AND DISPATCHER TRAFFIC SERVICES is legally sufficient for placement in NOVUS Agenda

Catoria Martin, City Attorney

Da

Carrie Johnson, Senior Deputy City Attorney



Chief of Police Joseph Wade JACKSON POLICE DEPARTMENT Office of the Chief of Police

- To: Mayor Chokwe A. Lumumba City of Jackson
- From: Chief Joseph Wade Jackson Police Department

Date: September 12, 2023

Re: FY 2022 State of Mississippi Department of Public Safety and Mississippi Office of Highway Safety Grant and Implementation Program

The City of Jackson Police Department has received a grant award for the FY 2024 State of Mississippi Department of Public Safety and the Mississippi Office of Highway Safety Grant and Implementation Program. Funds through this award will be used to assist the City of Jackson Police Department with the Community Policing concept, overtime to increase arrests in Occupant Protection, Seatbelts, Child Restraint, DUIs, and Click It or Ticket for police officers and special events.

If more action or information is needed, please advise.

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Chief of Police Joseph Wade

JACKSON POLICE DEPARTMENT Administrative Services Bureau

REAM Vacant

Memorandum

To: Joseph Wade, Chief of Police

Deric Hearn, Deputy Chief of Police, Administrative Services Bureau DA 9- 11- 2023 Approved Via:

Cleopatra Norris, JPD Fiscal Manager 🕅 9/11/73 From: Juan S. Gray, Grant Manager 🔆 9.1.73

Date: Thursday, September 11, 2023

Subject: FY 2022 State of Mississippi Department of Public Safety and Mississippi Office of Highway Safety Grant and Implementation Program

The City of Jackson Police Department has received a grant award for the FY 2024 State of Mississippi Department of Public Safety and the Mississippi Office of Highway Safety Grant and Implementation Program.

Funds through this award will be used to assist the City of Jackson Police Department with the Community Policing concept, overtime to increase arrests inOccupant Protection, Seatbelts, Child Restraint, DUI's and Click It or Ticket for police officers and special events.

Should you have any questions or concerns, please do not hesitate to contact me.

RECEIVED

FEB 1 6 2023

HIGHWAY SAFETY

1. Applicant Name:	2	Date: 01/23/2023	HIGHWAT SAFET		
City of Jackson Jackson Police Department		3. Beginning and Ending Dates:			
		X Full Grant: (October 1, 2023 - September 30, 2024)			
Mailing Address:		Full Grant: (October 1, 2025 - September 30, 2024)			
327 East Pascagoula St. /PO Box 17 Jackson MS 39205		Mini Grant: (April 1, 2024 - September 30, 2024)			
		Other (Specify Date:)			
Telephone: 601-213-7450/601-960-07	29 -				
E-Mail: juang@city.jackson.ms.us	4.	4. Subgrant Payment Method: <u>X.</u> Cost Reimbursement Method			
·*	5	UEL # - GNNPT	MPYM8		
		. Congressional Di			
	in the second				
7. Program Title: Occupant Protection,					
8. The following funds will be propose	d for FY24 funding:	B. SOURCE OF FUNDS			
A. COST CATEGORY	T				
(1) Personal Services-Salary	Overtime	(1) Federal	\$400,000		
(2) Personal Services-Fringe (State Only)		(2) State			
(3) Contractual Services		(3) Local			
(4) Travel		(4) Other	\$ 6,600		
(5) Equipment	Laser Radars Guns Shipping	& 10	\$ 25,000		
(6) Commodities					
TOTAL		TOTAL	\$431,600		
9. The applicant agrees to operate the programs attached and incorporated into this applic	putlined in this application ation:	a in accordance with a	ll provisions as included herein. The following sections are		
Project Identification Contractual Commodities	Travel	Countermeasures	Personal Services Equipment		
All policies, terms, conditions, and provisions in comply herewith.	the application provided t	o applicants, are also i	ncorporated into this agreement, and applicant agrees to fully		
10. Approved Signature of Authorized (Mayor/Board of Supervisor President/ for Jurisdiction to Apply:		10HS USE Only:			
Signa ture 24 A. Company	Duroz.16.23				
Title: Mayor					

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The priority of the second sec		2. Da	te: 01/23/2023							
Jackson Police Department Mailing Address: 327 East Pascagoula St. /PO Box 17 Jackson MS 39205 Telephone: 601-213-7450/601-960-0729		 3. Beginning and Ending Dates: 								
								5. UE	El # - GNNPTI	MPYM8
								6. Co	ngressional Di	istrict- 2 ND
7. Program Title: Occupant Protection	,Police, DUI Office	ers & I	Dispatcher Tra	ffic Services						
8. The following funds will be propos	ed for FY24 funding	ng:								
A. COST CATEGORY		13()(E)	B. SOURCE	E OF FUNDS						
(1) Personal Services-Salary	Overtime		(1) Federal	\$400,000						
(2) Personal Services-Fringe (State Only)			(2) State							
(3) Contractual Services			(3) Local							
(4) Travel			(4) Other	\$ 6,600						
(5) Equipment	Laser Radars Gu Shipping	ins &	10	\$ 25,000						
(6) Commodities										
TOTAL			TOTAL	\$431,600						
 The applicant agrees to operate the program attached and incorporated into this appli Project Identification 	cation:		accordance with a	Il provisions as included herein. The following sections are Personal Services						
Contractual Commodities	Travel		blicants, are also in	Equipment accorporated into this agreement, and applicant agrees to fully						
comply herewith.	and approximation provide	,								
10. Approved Signature of Authorized Official (Mayor/Board of Supervisor President/Commissioner) for Jurisdiction to Apply:			IS USE Only:							
Signature Date 02.16.23 Print Name: Chokwe A. Lumuntoa Title: Mayor										

The Mississippi Office of Highway Safety is requesting the information below to determine if an applicant had prior experience with the same or similar sub-awards.

This section must be filled out completely for all project applications.

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Please answer YES or NO to the questions below.	YES	NO
Has the agency had federal or state grants similar to the MS Office of Highway Safety grant?	X	
Has the agency had at least 3 years' experience with federal grants?	x	
Has the department staff remained unchanged during the 2023 grant year (October 2022 – current)?	X	
Has the agency administration remained unchanged during the 2023 grant year? For example, is the Authorized Signatory Official, Sheriff, and/or Chief the same individual from (October 2022 – current)?	X	
Is the agency accounting system the same as the 2022 grant year (October 2021 – September 2022)?	X	
Has the agency received a federal award <u>directly</u> from a federal awarding agency (the Department of Justice, NHTSA, or another federal agency)? If yes, answer the questions below.	х	
If your agency receives, federal awards directly from a federal awarding agency, does the agency receive monitoring from that Federal awarding agency? For example, does your agency receive monitoring "directly" from the Department of Justice, NHTSA, or another federal agency? (Please note, this question is not pertaining to the sub-grantee monitoring conducted by the Mississippi Office of Highway Safety)	X	
If your agency receives direct monitoring from a Federal awarding agency, did the federal agency determine that there were no financial or compliance issues?	X	

Problem Identification: Location

This section must be filled out completely for all project applications.

City Name:	City of Jackson		
County Name:	Hinds		
Surrounding Counties:	Copiah, Rankn, Madison, and Warren		
Troop District:	C and M		
Number of Officers In Agency:	258		
Number of Officers to Work Grant:	150		
Number of Square Miles:	732		
Number of Population:	165,000		
Major Roadways in the Area:	Interstates 20,55 and 220 US Highways 49,51 and 80		

Problem Identification Summary:

Occupant Protection (402 OP) - Occupant Protection enforcement projects are strictly for seatbelt and child restraint related activities, programs, and projects.

Please provide a detailed problem identification description for the location that the grant will seek funding, such as high unbelted fatality/injury/crash areas, college/universities, factories, community events, etc. <u>Please</u> <u>limit to 350 words for the Problem Identification Summary</u>.

As Mississippi's Capital City, Jackson is the state's largest metropolitan area and the center of the financial, cultural, educational, business, and governmental activity of the entire state. Thus, it has significant and complex traffic problems. With a population in the tri-county metropolitan area of 400,000 and Jackson's population being nearly 165,000, streets and thoroughfares are highly utilized. A very large percentage of those living in the metro area, but outside of Jackson, are employed within the City and frequent it during their leisure time. Major state and interstate highway systems run through Jackson with interstates 55 and 20 intersecting within the city. In keeping the Jackson Police Department's community policing concept, funding is requested for 140 officers, 10 Officers for Traffic, 2 dispatchers, 1 grant data entry person and 3 DUI officers overtime to increase arrests in DUI's, Occupant Protection, Seatbelts, Child Restraint Enforcement, Click It or Ticket Project and all Community Events.

Problem Identification

A. Proposed Countermeasures

The City of Jackson requests assistance from the Office of Highway Safety to implement a DUI enforcement, Occupant Protection, Seatbelt, Child Restraint Enforcement, Click It or Ticket Project and all community events.

James Davis, Chief of the Jackson Police Department, is fully committed to the philosophy of community policing which brings the police and community into a closer working relationship.

In order to implement the community policing concept and maximize the Jackson Police Department's resources, two hundred (200) Sworn Officers are deployed to the police precincts in the City of Jackson. This major deployment is meant to enhance the department's community policing efforts by placing all available sworn officers on Jackson's streets and in the community. The officers were all reassigned to the Patrol Division to increase their visibility and contact with citizens.

The Jackson Police Department would like to structure its DUI Enforcement/Occupant Protection, Seatbelt, Child Restraint Enforcement, Click It or Ticket Project and community events to be compatible with the community policing efforts presently being implemented. This would mean having all police precincts give priority attention to the above enforcements and to target those areas within the respective precincts where the problems are the greatest. The funding of additional equipment and overtime hours by the Department of Public Safety would assist in achieving this objective.

Presently, the Police Department has three (3) intoxilyzers with one (1) being assigned to a DUI mobile unit. Individuals will immediately be taken to the closes intoxilyzers to be administered the DUI test.

Further, funding is being requested to pay polices overtime to increase enforcement. Wednesday through Sunday nights, between the hours of 10:00 p.m. and 3:00 a.m. we will also, assign some officers to patrol the Interstates, Highways and targeted areas in early mornings and evenings, since data analysis indicates most problems occur during these times.

The City of Jackson has had a safety belt policy and will work to increase usage of belts and child restraint devices through this program. The Jackson Police Department will work to implement the child restraint law and seat belt law to the fullest.

Now that the State of Mississippi has a statewide safety belt law, greater emphasis will be placed on enforcement.

B. Goals and Objectives

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The overall goals of the enforcement project proposed by the City of Jackson are the reduction of fatalities and injury accidents, the increase of public awareness of the severity of DUI's and the increase usage of seat belts and child restraint devices.

The Jackson Police Department has established the following measurable objectives:

- 1. To increase DUI arrest by 10% to 20% during the project year.
- 2. To increase enforcement on a comprehensive, consistent and uniform basis throughout all police precincts. This will be achieved by payment of police overtime to target problem days and hours.
- 3. To increase seat belt and child restraint device usage. Presently, the Jackson Police Department is unable to estimate usage. As part of this project, the reporting ability of the Jackson Police Department will be increased.
- 4. To increase awareness at local government employee level of the City of Jackson's seat belt usage policy and to push toward 100% usage during the project year.
- 5. To further reduce traffic fatalities as much as possible.

C. Tasks

- 1. Target areas for enforcement in locations known to have a high incident of DUI's and other activity.
- 2. Roadblocks with targeting of DUI enforcement child restraints and seat belt usage.
- 3. Targeting interstates, highways and intercity streets.
- 4. The Jackson Police Department Public Information Officer will assist in media and community awareness for this entire program.

D. Evaluation

The City of Jackson will submit quarterly progress reports within (15) days after the end of each quarter or as directed by grantee. All required reporting, DUI affidavits and all accident reports required by law will be forwarded in the prescribed time frame to the Mississippi Department of Public Safety.

The Jackson Police Department has a Data Analysis Unit which is capable of providing a large combination of data in order to measure the projects progress. The Jackson Police Department will maintain the necessary statistical information on DUI fatality crashes and written traffic tickets for comparison to the past three years. The Deputy Chief of Patrol Operations will be responsible for delivering the statistical evaluation data to Mr. Gray; Director of Grants who will ensure that Ms. Belinda Hall the data entry person for the grant will get all required data information to the Office

Highway Safety and ensure they receive it in a timely manner.

The Jackson Police Department will participate in any special Office of Highway Safety sponsored observances such as holidays, special events, surveys, and reporting.

During Saturation Checkpoints or Sobriety Checkpoints, the Department takes advantage of the opportunity to pass our safety literature to all motorists and vehicle occupants concerning the dangers of driving while under the influence. The Department also uses the Quality of Life Unit which consists of three patrol officers who provide Crime prevention information and education across the city through Community meetings and media outlets.

E. Training

Training will be given to all officers using intoxilyzers and they will be required to maintain a state certificate to operate the intoxilyzer. All command staff will be trained on the required documention need to ensure that the project is a success.

Proposed Target, Performance Measure and Strategies to be achieved during FY24:

See Grant Funding Guidelines for information on correct format and information needed under this section. Must be specific, measureable (include hard numbers from previous year), detailed outline of program activities and projected achievements during grant period.

Occupant Protection (402 OP) - The Occupant Protection program is to reduce the number of unbelted fatalities

and injuries among adults and children. Agencies must have a presence of unbelted fatalities, injuries, and citations in the area of service. The use of high visibility enforcement during national campaigns (Click It or Ticket), as well as other special events and holiday periods in an effort to increase the usage rate through the enforcement of state restraint laws.

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Please use 2020 fatality and injury crash data.

The jurisdiction/agency of <u>Jackson Police Department</u> will reduce the number of unbelted fatalities from 17 in 2020 to <u>6</u> by the end of 2024.

The jurisdiction agency of <u>Jackson Police Department</u> will reduce the number of unbelted injuries from <u>12</u> in 2020 to <u>10</u> by the end of 2024.

The jurisdiction/agency of <u>Jackson Police Department</u> will reduce the number of speed related fatalities from <u>14</u> 2020 to 1 by the end of 2024.

The jurisdiction/agency of <u>Jackson Police Department</u> will reduce the number of speed related injuries from <u>75</u> 2020 to <u>43</u> by the end of 2024.

The jurisdiction/agency of <u>Jackson Police Department</u> will reduce the number of alcohol related fatalities from <u>17</u> in 2020 to <u>10</u> by the end of 2024.

The jurisdiction/agency of Jackson Police Department will reduce the number of alcohol related injuries from <u>96</u> in 2020 to <u>94</u> by the end of 2024.

The jurisdiction/agency of <u>Jackson Police Department</u> will reduce the number of drug impaired related fatalities from *l* in 2020 to *l* by the end of 2024.

The jurisdiction/agency of <u>Jackson Police Department</u> will reduce the number of drug impaired related injuries from 11 in 2020 to <u>10</u> by the end of 2024.

Target for Enforcement Project-Occupant Progtection (402OP): Please select "reduce or maintain".

The jurisdiction/agency will (reduce or maintain) the number of unbelted fatalities from 17_{10} in 2020 to <u>6</u> by the end of 2024.

The jurisdiction/agency will (reduce or maintain) the number of unbelted injuries from <u>12</u> in 2020 to <u>10</u> by the end of 2024.

Performance Measures for Enforcement Project: Continuation Projects should use 2022 grant funded citation data, if available. If your agency has never applied for grant funds or has not applied in several years, please start your "grant funded" citations at "0". Please select "increase or maintain".

(Increase or Maintain) the number of grant funded Seatbelt citations from <u>500</u> in FY22 to <u>400</u> in FY24.

(Increase or Maintain) the number of grant funded Child Restraint citations from <u>50</u> in FY22 to 25 in FY24.

Strategies for Project:

• Conduct at least 350 checkpoints during year. (Enforcement Only)

• Conduct at least 400 saturation patrols during year. (Enforcement Only)

Performance Measures:

Issue 50 grant funded Seat Belt citations in FY24.

Issue 50 grant funded Child Restraint citations in FY24.

Increase the number of grant funded Speed citations from <u>3911</u> in FY22 to <u>4000</u> in FY24.

Increase the number of grant funded DUI Arrest from 119 in FY22 to 300 in FY24.

Increase the number of grant funded DUI Other (Drug) Arrest from 100 in FY22 to 25 in FY24.

Strategies:

Overtime Enforcement **350** Checkpoints **400** Saturations Patrols Generate Earned Media Publicize patrol activities results (after occurrence) Attend Troop LEL Network Meeting Participate in the National blitz campaigns with enhanced PT enforcement: Click It or Ticket-Memorial Day Participate in the State blitz campaigns with enhanced PT enforcement: Christmas/New Year's, Super Bowl,4th of

July, Labor Day

FY24 Proposed Program Coordination:

If grant is awarded, please identify the following persons that will be working on grant activities and will responsible for the grant. NOTE: The signatory official is the Mayor, Board of Supervisors President, Commissioner

Name of Chief/Sheriff/Partner:	Name of Project Director:
Chief James Davis	Juan S. Gray
Phone Number: 601.960.1218	Phone Number: 601.960.0729/601.213.7450
Email Address:	Email Address:
jdavis@city.jackson.ms.us	juang@city.jackson.ms.us

Name of Financial Manager:	Name of Signatory Official:		
Cleopatra Norris	Mayor Chokwe A. Lumumba		
Phone Number:	Phone Number:		
601.960.1115	601.960.1084		
Email Address:	Email Address:		
cnorris@jacksonms.gov	calumumba@jacksonms.gov		

FY24 Proposed Program Coordination: Proposed Project Staff for Grant Responsibilities:

Jubmit information for proposed project staff that will be funded with federal funds under the grant agreement. All expenses must be in accordance to current state and federal guidelines.

Unallowable Personnel Expenses for FY24: Fringe benefits (FICA & Retirement) and health insurance will not be allowable personnel expenses during FY24 for local law enforcement agencies. Fringe benefits is only allowable for state agencies.

The Special Traffic Enforcement (STEP) Officer(s) work Overtime Enforcement Only grants. On this project, the STEP officer is defined as a non-individual officer. All grant funded hours worked as a STEP Officer must be over and beyond the officer's normal work hours for his/her agency.

Personnel Title:	% of Time	Regular Rate of Pay	Overtime Rate of Pay	# of Hours	Total:
POLICE RECRUIT	100	21.63	32.45	100	
POLICE OFFICER (LEVEL1)	100	22.36	33.54	100	
POLICE OFFICE (LEVEL2)	100	23.08	34.62	100	1
POLICE CORPORAL / 3-(DUI) OFFICERS	100/100	24.52	36.06	100/200	
POLICE SERGEANT	100	25.96	38.94	100	
POLICE LIEUTENANT	100	27.40	41.10	100	
POLICE CAPTAIN	100	28.85	43.10	100	A States
DEPUTY CHIEF	100	31.74		100	
ASST. CHIEF	100	31.71		100	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1
CHIEF	100	55.41		100	
2 - CC 911 DISPATCHERS	100	16.00	32.00	200	
GRANT ASSISTANT	100	18.284	27.426	200	
TOTAL	22/2014年2月				\$400,000

The regular and overtime rate of pay noted above should be the rate of pay the officer is paid by your agency. The rate of pay should not be increased for grant purposes. If approved for funding, all pay rates requested for reimbursement will be verified with the agency check stub and/or agency payroll documentation.

(STATE AGENCY ONLY)

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Fringe Amounts: When a State enforcement agency includes overtime salary or wages, traffic safety funds can pay for the additional cost of fringe benefits (FICA and Retirement only).

Submit information for proposed fringe amounts per project staff that will be funded with federal funds under the grant agreement.

Personnel:	Fringe Item (FICA and/or Retirement):	%	Total
ARCHON CORPORATION OF THE STATE			10.012 (S.G. 1)A
and the constant of	nang angaranan ini paka Ujuman kaling naki kali kali kali Panladila malamingada Bundur kaliki muno tarapadarana		
the second	a suma superior spectra and the second statement of second statements and the second statement	manual r distant	and a submer water and the submer of the submer subme
	and the	-	0.00

FY24 Proposed Contractual Services Expenses:

Include a detailed assessment of contractual services within the program area in which you will be applying. Also include a cost estimate for all contractual needs (rental, shipping costs, etc.). All expenses must be in accordant to current state and federal guidelines.

Type of Contractual Service Expenses:	Quantity/Amount of Service/Amount per Month:	Total Costs of Expenses:
Construction and a second second second	A STATE OF A	1.03580.5197.0094-961
Total Contractual Service Expense:		0.00

FY24 Proposed Travel Expenses:

Include a detailed assessment of travel needs within the program area in which you will be applying. Also, include a cost estimate for all travel needs (airfare, hotel, hotel taxes, per diem, mileage, parking, baggage, and gratuity). All expenses must be in accordance to current state and federal guidelines.

Type of Travel:	Number of People:	Cost:	Total:
Strom Conference	3Certified DUI Officers	3@\$2200	\$6,600
		REF FRANK	
		Treasury and the	
Total Travel Expense:			\$6,600

FY24 Proposed Equipment:

Grant funding must be tied to performance, data and problem identification. Applicants that are requesting equipment only applications will **not** be funded. Please list the cost for each piece of equipment requested.

Federal guidelines require equipment purchased must be essential to the project. If any equipment is requested in the application, **please include quotes (0 to \$5,000.00 requires <u>one quote, over \$5,000.00 requires two quotes)</u> for the equipment, equipment descriptions and a thorough explanation of the use of the equipment and how it will impact the target and the agency problem identification.**

All equipment must be approved by MOHS and/or NHTSA, be included on the Conforming Product List (CPL) and must be used specifically for the purposes for which is purchased. CPL list can be found at:

Unallowable equipment for FY24: Guns, Ammunition, Uniforms, Vehicles, Body Armor and Body Cameras. Radar and lidars are unallowable under alcohol/impaired funding sources.

Type of Equipment:	# Requested:	Cost Per Item (Quote Required):	Line Total:
Laser Radar Guns	10	\$2,500	\$25,000
Contrationers of the state	a state service to the difference	ts of all \$177 to said (11)	a Balan will over production
Total Equipment Expense:			\$25,000

FY24 Proposed Commodities:

Include a detailed assessment of other grant expenses within the program area in which you are applying. Also, include a cost estimate for all additional grant expenses (mouthpieces, gloves, traffic safety cones, flashlights, reflective safety vests, etc.). All expenses must be in accordance to current state and federal guidelines.

Federal guidelines require commodities purchased must be essential to the project. If any commodities are requested in the application, please include quotes (0 to \$5,000.00 requires one quote, over \$5,000.00 requires two quotes) for the commodities, commodities descriptions and a thorough explanation of the use of the commodities and how it will impact the target and the agency problem identification.

Type of Commodity Expenses:	Quantity	Cost Per Item (Quote Required):	Total of Expense:
		A LARGER CONTRACT	
Total of Commodity Expenses:			0.00

16

Mississippi Office of Highway Safety MOHS FY24 Application Submission

The application submitted to the MOHS is a request for funds. Funding is based on funds available to the MOJ through federal and state funds. Application requests received are not guaranteed and will be subject to adjusted, as funding is available.

Each application will be reviewed by the MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. The proposed targets, performance measure and strategies are also reviewed for effectiveness and efficiency.

Applications received from continuation grant agencies will be reviewed by MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. Grants will also be funded based on the review of past grant performance of meeting targets and performance measures, expenditure of previous grant funds and information from program documentation and assessments.

The MOHS grant program is a data driven program and all applications must represent a need and the ability to help reach the State's target and performance measures to help reduce fatalities, crashes and injuries.

Submission of A-133 Financial Audit

All applicants for the FY24 MOHS Grant Application must submit a copy of the most recent A-133 financial audit from the requesting agency. If the A-133 financial audit is not included with the grant application, the application will not be considered for funding eligibility.

Incomplete Applications:

If all sections of this Application are not filled out, documentation provided and/or justifications provided, this Application will not be considered for review and/or approval. This includes missing signatures.

Agreement of Understanding and Compliance:

The Agreement of Understanding and Compliance documents will be attached within the FY24 Grant Agreement. The Applicant will be required to sign all compliance documents upon receipt of the finalized Grant Agreement between the State, MOHS and applicant. Certifications and assurances will be included in the Grant Agreement.



July 14, 2023

Chokwe A. Lumumba, Mayor City of Jackson Jackson Police Department 327 East Pascagoula Street P.O. Box 17 Jackson, MS 39205

Project Number: PT-2024-PT-21-91-Conditional Funding Source and Title: 402 Police Traffic Services FY24

Dear Mayor Lumumba:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and City of Jackson Police Department Grant Agreement for the Fiscal Year 2024. Your agency has been approved for 402 Police Traffic Services funding, in the amount of \$150,679.00, pending final review and approval by NHTSA in the FY24 Highway Safety Plan.

The enclosed agreement is not fully executed until both the agency Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.) and the MOHS Office Director, have signed and dated the agreement. Grant activities are not to be implemented and performed, until the agency receives a fully executed copy of the agreement. A copy of the executed agreement, will be provided to the agency after the required Grant Implementation meeting.

All FY24 grant activities begin October 1, 2023 and must be concluded by September 30, 2024. In addition, the FY24 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2024.

Please thoroughly read the Grant Agreement, Certifications and Assurances, Fiscal Control and Fund Accounting Procedures, as changes have been made for FY24. Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on September 1, 2023. Please make sure that you complete items 1-9 in their entirety and all documents are an original signature signed in BLUE link by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

- 1. Signature Page
- 2. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
- 3. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
- 4. Assurance of Understanding Requirement for Sub-grantees
- 5. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
- 6. Designation of Secondary Signatory Official Form (If Applicable)
- 7. MOHS Fiscal Control and Fund Accounting Procedures
- 8. Enclose a copy of your agency's Leave policy (policy should include personal, vacation, sick, holiday, and military leave)

Mississippi Office of Highway Safety 152 Watford Parkway Drive, Canton, Mississippi 39046

9. Enclose a copy of your agency's Overtime Policy and a Payroll Schedule (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2023–September 30, 2024)

Failure to return your completed grant agreement and required documents by the above date may result in the reallocation of grant funds. Please mail the original completed grant agreement and all required documents to the following address:

Mississippi Office of Highway Safety Attn: Kimberly Harris, Office Manager 152 Watford Parkway Drive Canton, Mississippi 39046

Please feel free to contact me at 601-391-4924 or lmccree@dps.ms.gov if you should have any questions concerning the completion of the grant agreement.

Leslie Travis, Division Director Occupant Protection/Police Traffic Services Mississippi Office of Highway Safety Mississippi Department of Public Safety Planning

Mississippi Office of Highway Safety 152 Watford Parkway Drive, Canton, Mississippi 39046



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Mississippi Office of Highway Safety 152 Watford Parkway Drive, Canton, Mississippi 39046

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Leslie Travis, Division Director Occupant Protection/Police Traffic Services Mississippi Office of Highway Safety Mississippi Department of Public Safety Planning

Mississippi Office of Highway Safety 152 Watford Parkway Drive, Canton, Mississippi 39046

FY24 MOHS GRANT AGREEMENT MS Office of Highway Safety 152 Watford Parkway Canton, MS 39046 Phone: (601) 391-4900

					October 1, 2023	and has writing any a p
	•	3. Subgrant Number: PT-2024-PT-21-91 Conditional				
City of Jackson			4. Grant Identifier (Funding Source & Year):			
Jackson Police Department			402 Police Traffic Services FY24			
327 East Pascagoula St./P.O.	Box 17	5. Beginnin	5. Beginning and Ending Dates:			
Jackson, MS 39205			October 1, 2023 – September 30, 2024			
		6. Subgran	t Payı	ment Method	:	
Telephone Number: (601) 213-		X_Cos	t Reir	nbursement]	Method	
E-Mail: juang@city.jackson.ms		1	NPTMPBPYM8 9. Congressional District: 2			
7. CFDA # - 20.600		NPTMPBPY	M8			
10. A:FAIN #:	11.A: Initial Federal			11.C: Addit	tional Federal Awa	rd Date:
69A37520300004020MS0	02/03/2					
69A37521300004020MS0	11/10/2020					
69A37522300004020MS0	12/15/2021					
10.B. Federal Awarding	11.B: Secondary Federal Award Date:		12. Research and Development Grant:			
Agency: NHTSA			Yes <u>X</u> No			
				Continuetio	- Crant	
				Continuation Grant: X Yes No		
to the full sector for the one shi	instadu			AICS	110	
13. The following funds are obl		D COUDE	TOT	CINING	C. MATCH	D. RATIO%
A. COST CATE		B. SOURC			C. MAICA	D. RA11076
1) Personal Services-Salary	\$141,804.00	(1) Federal	3.	150,679.00		
(2) Personal Services-Fringe	\$0.00	(2) State				
(3) Contractual Services	\$0.00	(3) Local				
(4) Travel	\$0.00	(4) Other	•	150 (70 00		
(5) Equipment	\$8,875.00	Total:		150,679.00	L GRANTS THRO	UCILIOUS
(6) Commodities	\$0.00	240 March 199 Coll 2 18 (84), 7(2)	and the second se	L FEDERA	L OKANIS IIKU	UGH MUHS
	00.00	TO AGENC' Number of		and the second second		1111111111111111111111
(7) Indirect Costs	\$0.00	Grants: 1				TOTAL
2013 State			-	402PT	00.00	TOTAL
TOTAL	\$150,679.00	TOTAL:		150,679.00	\$0.00	\$150,679.00
The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances, Designation of Secondary Official (If Applicable)						
All policies, terms, conditions, and	provisions listed in fund	ing guidelines,	grant	agreement, ar	nd agreement of unde	rstanding which
has been provided to Sub-Grantee, are also incorporated into the		this agreement, and Sub-Grantee agrees to fully comply therewith.				
14. Approved for Grantee:		15. Approved for Sub-Grantee:				
						10
Signature	Date	Signature	-		Date	
Name: Helen Porter		Name: Cho	Name: Chokwe A. Lumumba			
Title:Office Director, MS Office of Highway Safety		Title: Mayor, City of Jackson				
The: Office Director, MS Office of fighway Safety						
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FY24 Sub-Grantee Project Description (Law Enforcement):

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police department sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the PTS program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY24.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources bases on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries part-time and equipment that has been reviewed and approved by the MOHS. All information on budget can be found in the agency budget. The agency will generate at least (1) earned media campaign during the blitz campaigns.

FY24 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Jackson/Jackson Police Department

List the target(s) that the Sub-Grantee will accomplish during the FY24 grant year. Performance measures should be set to help the Sub-Grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of <u>Jackson Police Department</u> will reduce the number of unbelted fatalities from <u>18</u> in 2020 to <u>6</u> by the end of 2024.

The jurisdiction/agency of <u>Jackson Police Department</u> will reduce the number of unbelted injuries from 43 in 2020 to <u>10</u> by the end of 2024.

The jurisdiction/agency of <u>Jackson Police Department</u> will reduce the number of speed fatalities from <u>10</u> in 2020 to <u>1</u> by the end of 2024.

The jurisdiction/agency of <u>Jackson Police Department</u> will reduce the number of speed injuries from <u>176</u> in 2020 to <u>43</u> by the end of 2024.

The jurisdiction/agency of <u>Jackson Police Department</u> will reduce the number of alcohol related fatalities from <u>13</u> in 2020 to <u>10</u> by the end of 2024.

The jurisdiction/agency of Jackson Police Department will reduce the number of alcohol related injuries from <u>17</u> in 2020 to <u>16</u> by the end of 2024.

The jurisdiction/agency of <u>Jackson Police Department</u> will maintain the number of drug related fatalities from 1 in 2020 to 1 by the end of 2024.

The jurisdiction/agency of <u>Jackson Police Department</u> will reduce the number of drug related injuries from in 2020 to <u>68</u> by the end of 2024.

Performance Measures:

Issue 400 grant funded Seatbelt citations in FY24.

Issue 25 grant funded Child Restraint citations in FY24.

Issue 4000 grant funded Speed citations in FY24.

Increase the number of grant funded DUI Arrest from 31 in FY22 to 300 in FY24.

Issue 25 grant funded DUI Other (Drug) Arrest in FY24.

Strategies: Overtime Enforcement 350 Checkpoints 400 Saturation Patrols Generate Earned Media Publicize patrol activities results (after occurrence) Attend Troop LEL Network Meeting Participate in the National blitz campaigns with enhanced PT enforcement: Click It or Ticket – Memorial Day Participate in the State blitz campaigns with enhanced PT enforcement: Christmas/New Year's, Super Bowl, 4th of July, Labor Day

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FY24 MOHS TASKS BY QUARTERS

AGENCY NAME: City of Jackson/Jackson Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Conduct not less than <u>87</u> checkpoints during quarter.

Conduct not less than 100 saturation patrols during quarter.

Issue a minimum of 100 Seat Belt citations during quarter, to reach a goal of 400 for FY2024.

Issue a minimum of 6 Child Restraint citations during quarter, to reach a goal of 25 for FY2024.

Issue a minimum of 1000 Speed citations during quarter, to reach a goal of 4000 for FY2024.

Issue a minimum of 75 DUI Arrest during quarter, to reach a goal of 300 for FY2024.

Issue a minimum of 6 DUI Other (Drug) Arrest during quarter, to reach a goal of 25 for FY2024.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State Christmas/New Year's blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 1st Quarter: \$37,669.75

FY24 MOHS TASK BY QUARTERS

AGENCY NAME: City of Jackson/Jackson Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Conduct not less than 87 checkpoints during quarter.

Conduct not less than <u>100</u> saturation patrols during quarter.

Issue a minimum of 100 Seat Belt citations during quarter, to reach a goal of 400 for FY2024.

Issue a minimum of 6 Child Restraint citations during quarter, to reach a goal of 25 for FY2024.

Issue a minimum of 1000 Speed citations during quarter, to reach a goal of 4000 for FY2024.

ssue a minimum of 75 DUI Arrest during quarter, to reach a goal of 300 for FY2024.

Issue a minimum of 6 DUI Other (Drug) Arrest during quarter, to reach a goal of 25 for FY2024.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

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Participate in the State New Year's blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 2nd Quarter: \$37,669.75

FY24 MOHS TASK BY QUARTERS

AGENCY NAME: City of Jackson/Jackson Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Conduct not less than <u>88</u> checkpoints during quarter.

Conduct not less than 100 saturation patrols during quarter.

Issue a minimum of 100 Seat Belt citations during quarter, to reach a goal of 400 for FY2024.

Issue a minimum of 7 Child Restraint citations during quarter, to reach a goal of 25 for FY2024.

Issue a minimum of 1000 Speed citations during quarter, to reach a goal of 4000 for FY2024.

Issue a minimum of 75 DUI Arrest during quarter, to reach a goal of 300 for FY2024.

Issue a minimum of 7 DUI Other (Drug) Arrest during quarter, to reach a goal of 25 for FY2024.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the National Click It or Ticket Memorial Day blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 3rd Quarter: \$37,669.75

FY24MOHS TASK BY QUARTERS

AGENCY NAME: City of Jackson/Jackson Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Conduct not less than <u>88</u> checkpoints during quarter.

Conduct not less than 100 saturation patrols during quarter.

Issue a minimum of 100 Seat Belt citations during quarter, to reach a goal of 400 for FY2024.

Issue a minimum of 6 Child Restraint citations during quarter, to reach a goal of 25 for FY2024.

Issue a minimum of 1000 Speed citations during quarter, to reach a goal of 4000 for FY2024.

Issue a minimum of <u>75</u> DUI Arrest during quarter, to reach a goal of <u>300</u> for FY2024.

Issue a minimum of <u>6</u> DUI Other (Drug) Arrest during quarter, to reach a goal of <u>25</u> for FY2024.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State 4th of July and Labor Day blitz campaign with enhanced PT and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 4th Quarter: \$37,669.75

FY24 Mississippi Office of Highway Safety-Cost Summary Support Sheet

2 Cuant ID.	A Designations Optichan 1		0 1 1 00 0001
Traffic Services	4. beginning: October 1, 2023		3. Ending: September 30, 2024
6. Activity: Police Traffic Services Enforcement			
8. Description of item and/or Basis for Valuation	9. Budget		
	Federal	All:Other	Total
Officers over-time or regular time above and beyond normal work hours @ approx. 337.12 per hour X @ approx. 3500 hrs = $\$129,920.00$	\$141,804.0	0	\$141,804.00
Grant Manager over-time or regular time above and beyond normal work hours @ approx. \$27.42 per hour X @ approx. 200 hrs = \$5,484.00			
Dispatchers over-time or regular time above and beyond normal work hours @ approx. \$32.00 per hour X @ approx. 200 hrs = \$6,400.00			
Total Salaries = \$141,804.00			
Stalker Lidars XS/w charger and soft bag x 5 @ approx. \$1,775.00 each = \$8,875.00	\$8,875.0	0	\$8,875.00
Total Equipment = \$8,875.00			
	item and/or Basis for Valuation e or regular time above and beyond rs @ approx. \$37.12 per hour X @ = \$129,920.00 ver-time or regular time above and ork hours @ approx. \$27.42 per hour hrs = \$5,484.00 hrs = \$5,484.00 fr: @ approx. \$32.00 per hour X @ fill or regular time above and beyond rs @ approx. \$32.00 per hour X @ \$6,400.00 s141,804.00 \$74,00.00 or each = \$8,875.00 ft = \$8,875.00	9. Budget Federal Sur yond S1	9. Budget Federal Jur S141,804.00 vond S8,875.00

Page 8 of 29

Mississippi Office of Highway Safety

FY24 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND ALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to 2 CFR 200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, the pass-through entity, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal Award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the

right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

- E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up documentation, by the <u>10th working day</u> of the following month to receive reimbursement for projuctivities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.
- F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project <u>(Close of Business (COB) November 15th</u>). Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests <u>delayed</u>, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or oth identification number, the source of the property, who holds the title, the acquisition date, cost of the

FY24 MOHS Grant Agreement

property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.

- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Approved equipment with a purchase price of \$5,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

61

Positions covered by this project that are funded 100% or 2080 enforcement hours must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All positions require detailed activity documentation, as directed by MS Office of Highway Safety.

The Individual Officer(s) on this project is defined as an officer working enforcement at approximately 2080 bours at an approximate rate of pay per hour.

V. GENERAL PROJECT REQUIREMENTS

- A. Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
 - Out of State Travel All federal funded <u>out of state travel</u> requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel All federal funded <u>in state travel</u> requires <u>itemized receipts</u> for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel Meals can only be claimed with an overnight hotel stay.
 - Meal cost, taxes, and fees (credit card, delivery, service, etc.) are approved cost included in the allocated amount under travel in the grant agreement. Because these costs are associated with travel and needed to carry out project activities, they are considered allowable, reimbursable cost for meals. The amount allowed for individual meals should not exceed the daily maximum reimbursement rate approved in the grant agreement.
 - Fares, fees, and surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) to and from a hotel are allowable and require an itemized receipt. The amount allowed for transportation should not exceed the maximum reimbursement amount approved in the grant agreement. Fuel surcharges are only allowable on any ride sharing service if no surcharges are applied for paying with a credit card.

- B. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- C. No budget modification requests will be accepted by the MS Office of Highway Safety after July 31st. A proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective, until both parties have executed the modification.
- D. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.
- E. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.
- F. Sub-Grantee <u>must complete</u> the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the costs of the project described in the award. <u>Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.</u>
- G. Sub-Grantee <u>must maintain</u> in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
 - Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)
- H. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
 - Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
 - Agency Leave policy (personal, vacation, sick, holiday, and military); and
 - Agency Overtime Policy
 - Fiscal Control and Fund Accounting Procedures
 - Pursuit Policy (Law Enforcement Only)
 - In-Direct Cost Agreement (If Applicable)
- All training received under federal funded programs must be program related and the Sub-Grantee <u>must</u> maintain a copy of the certificate of completion and <u>must</u> be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion <u>must</u> be submitted to the MOHS for reimbursement of training expenses.

- J. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- K. Implementation of Agreement: All Sub-Grantees <u>are required</u> to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- L. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
- The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.
- Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.
 - Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are *not allowable* for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are <u>unallowable</u>:

A. Unallowable Costs for Facilities and Construction:

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and nonportable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

FY24 MOHS Grant Agreement

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- Chair
- Table

Bookcase

- Filing Cabinet
- Floor Covering
- ShelvingCoat Rack
- Office Planter
- Portable Partition
- Picture, Wall Clock
- Draperies and Hardware
- Fixed Lighting/Lamp
- Land (except for SAFETEA-LU Section 2010 and MAP-21 Section 405(f) motorcycle safety grant funds used to purchase a facility which includes the purchase of land upon which the facilities sit.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1300.13(c)).
- Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of employees of Federal civilian and Federal military agencies. Note: Training for Department of the Interior personnel who are assigned Section 402 responsibilities is covered under the 5 percent administrative allowance.
- An individual's salary while pursuing training (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for police officers attending drug recognition expert training.

D. Program Administration:

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.475 Travel. Reference 2 CFR § 200.444 and 2 CFR § 200.475.
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). Reference <u>2 CFR § 200.423.</u>
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.

E. Lobbying:

- Federal -- the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salar is supported with NHTSA funds to engage in direct contact with State or local legislative officials,

FY24 MOHS Grant Agreement

accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

Additional Items Unallowable:

- Cell phones and guns are <u>not</u> allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding \$5,000.00, must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-Grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
 - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
 - (2) Alcohol testing; and

14

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- (3) Mobile video systems.
- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
- Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- Costs are <u>not</u> allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- All training <u>must be</u> included within the grant Agreement. Only DUI (Alcohol) training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS <u>will not reimburse</u> for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is <u>not</u> allowable for Sub-Grantees.

<u>CERTIFICATIONS AND ASSURANCES</u> <u>FEDERAL CERTIFICATIONS AND ASSURANCES</u>

NONDISCRIMINATION (APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

• TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;

FY24 MOHS Grant Agreement

- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 et seq.), AND TITLE IX OF THE EDUCATI AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination O₁₄ the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LF persons have meaningful access to programs (70 FR 74087-74100).

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint-investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
 - "During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal nondiscrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal nds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES) Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

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3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

- 1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- 4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- 5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (https://www.sam.gov)
- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of

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embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, perso principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. Y may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, eac

participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov).

- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES <u>Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL)</u> <u>Coordination and High Visibility Enforcement (HVE) Participation Compliance</u> <u>(Applies only to Law Enforcement Sub-Grantees)</u>

FY24 MOHS Grant Agreement

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination and HVE Enforcement Participation must comply with the following:

- 1. Sub-Grantee with a LEL Network Coordinator Grant <u>must hold</u> a LEL Troop Network meeting promote State/County/Local networking for the national blitz campaigns, blitz reporting, and Pl&_ efforts. (LEL Coordination Sub-Grantees Only)
- 2. Sub-Grantee with a LEL Network Coordinator Grant <u>must allow</u> the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. (LEL Coordination Sub-Grantees Only)
- 3. Sub-Grantee <u>must engage</u> in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.
- 4. Sub-Grantee <u>must</u> engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
- 5. For each of the national blitz campaigns, Sub-Grantee <u>must maintain</u> relevant statistics and <u>submit</u> a mobilization form reporting the total number of checkpoints, saturation patrols, arrests and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.
- 6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each activity report.
- 7. Law Enforcement Sub-Grantees <u>will use</u> the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
 - □ Unusual incidents of alcohol/ drug related crashes/fatalities;
 - □ Alcohol/ drug impaired driving violations;
 - □ Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed);
 - D Any other documented alcohol/ drug related vehicular incidents;
 - □ Citation data related to restrained and unrestrained occupants;
 - □ Unusual incidents of unbelted crashes/fatalities
 - □ Seatbelt/Child restraint violations;
 - □ Unusual incidents of teen crashes/fatalities; and
 - □ Unusual incidents of speed crashes/fatalities.

DUI/Impaired Enforcement Compliance

(Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154) funds, and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired Enforcement must comply with the following:

FY24 MOHS Grant Agreement

- Sub-Grantee <u>agrees and commits</u> to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.
 - Individual DUI/Impaired Officer(s) shift hours <u>will include</u> 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday and Sunday.
 - Overtime hours for DUI/Impaired Enforcement <u>will include</u> 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday, and Sunday.

Proper justification may be requested by MOHS regarding <u>other dates or time periods</u> within the jurisdiction for needed enforcement outside the above shifts.

- 2. Specific DUI/Impaired activities in which the DUI/Impaired officer(s) (if applicable) and/or other officers working overtime <u>will include</u> checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
- 3. The Sub-Grantee <u>will engage</u> in national campaigns endorsed by the National Highway Traffic Safety Administration.
- 4. The Sub-Grantee <u>will engage</u> in <u>all</u> activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
- 5. The Sub-Grantee <u>will engage</u> in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
- 6. The Sub-Grantee <u>will generate</u> earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

<u>Occupant Protection/Police Traffic Services</u> <u>High Visibility Enforcement (HVE)</u> Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service Enforcement must comply with the following:

- 1. Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds <u>must participate</u> in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.
- 2. Sub-Grantee <u>will submit</u> forms containing the number of child restraint/safety belt citations, etc. and <u>submit</u> by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement may result in the delay of reimbursement payments.

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3. Sub-Grantee <u>will generate</u> earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each activity report.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends le than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal au requirements for that year, except as noted in \$200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) Sub-recipients and Contractors. An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions c Federal awards.

FY24 MOHS Grant Agreement

(h) For-profit sub recipient. Since this part does not apply to for-profit sub recipients, the pass-through entity is esponsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The .greement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.332 Requirements for pass-through entities.

Sub-Grantees <u>are required</u> to provide a copy of the jurisdiction/agency(s) most recent financial audit with the submission of the Grant Application. If the agency receives an updated audit during the grant year, the agency is required to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR: (APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law aforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant r an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state

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administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, <u>City of JACKSON</u> (Sub-Grantee Name), I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

Authorizing Official's Signature (Mayor, Board President, Commissioner, Director)

Chokwe A. Lumunda

Print Authorizing Official's Name

Date

Authorizing Official's Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) <u>must be returned</u> to the MS Office of Highway Safety, withir forty-five (45) days of receiving the attached grant award letter.

As the Authorized Official for, <u>Crime of Jackson</u> (Sub-Grantee Name), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

Authorizing Official's Signature (Mayor, Board President, Commissioner, Director)

ChokwE A. Lumumba

Print Authorizing Official's Name

FY24 MOHS Grant Agreement

Page 26 of 29

Date

MAYOR

Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

/HEREAS, the ______(Governing Body of Unit of Government)

Herein called the "SUB-GRANTEE" has thoroughly considered the problem addressed in the application (Program Source) 402 POLICE TRAFFIC SERVICES and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE _____

	(Governing Body of Unit of Government)	
IN THE JURISDICTION	MISSISSIPPI, THIS	Day of
	, 20	AS

FOLLOWS:

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- 1. That the project above is in the best interest of the Sub-Grantee and the general public.
- is authorized to accept, on behalf of the 2. (Name and Title of Representative)
- Sub-Grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding

to be made to the Sub-Grantee defraying the cost (Federal Dollar Requested) in the amount of \$ of the project described in the award.

- 3. One original or certified copy of this resolution must be included as part of the award referenced above.
- 4. That this resolution shall take effect immediately upon its adoption.

(If Applicable) DONE AND ORDERED IN OPEN MEETING BY______(Chairman of Board(Mayor)

	(Chairman of Board/Mayor)
Alderman/Councilperson	_offered the foregoing resolution and moved its
adoption, which was seconded by Alderman/Councilperson	and, was duly
adopted.	
Date:	Seal (City/County Seal is required)

Attest:	
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- Bv:
 - (Blue Ink)
- FY24 MOHS Grant Agreement

Mississippi Office of Highway Safety Designation of Secondary Signatory Official

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the (agency/department name) <u>JACKSEA</u> Police Department has authorized and approved (print designated secondary signatory official name) <u>JUAN S. GPAY</u> to sign any/all forms related to this contract.

Upon approval of this request said person will then be **<u>Responsible/Liable</u>**, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: JUAN S. GRAY (Designated Secondary Signatory Official)	Title: GRANT AdMINISTRATOR
Organization Name: JACKSON POLICE DEPART	MENT
Mailing Address: P.O.Box 17	
City: JACKSON, MS	Zip Code: 39205
Telephone Number: (601) 960.0729	Cellular Number: (60) 213.7450
Email Address: JUANG @ City. JACKSON. MS	
Signature of Designated Secondary Signatory Official:	g-Stz.
Appointed by Authorizing Official: ChokweA.	
Signature:	_ Title: MkyOR
(Authorizing Official)	

Mississippi Office of Highway Safety Fiscal Control and Fund Accounting Procedures

Il recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302 from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers, or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The rights to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.337). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- All personnel records of individuals paid with grant funds, including time sheets,
- wage authorization, tax withholdings forms, employment applications and other relevant data
- Inventory records for all property purchased with grant funds showing acquisition data, cost of
 property, identification number, bid information, and the use of the property
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.

Authorizing Official's Signature (Mayor, Board President, Commissioner, Director)	Date
ChokwEA. Lunumba	MAYOR
Print Authorizing Official's Name	Authorizing Official's Title

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ORDER AUTHORIZING THE MAYOR TO EXECUTE MASTER SERVICES AGREEMENT WITH BODE CELLMARK FORENSICS, INC. ("BODE") TO PROVIDE FORENSIC DNA TESTING RELATED TO CASES ALLEGING SEXUAL ASSAULT

Whereas, the Jackson Police Department is a law enforcement agency which on occasion receives reports of the commission of sexual assault crimes; and

Whereas, analyzing and matching DNA evidence obtained from sexual assault kits, crime scenes or other sources is essential to the prosecution of suspects alleged to have committed crimes related to sexual assault; and

Whereas, BODE CELLMARK FORENSICS Inc., whose address is 10430 Furnace Road, Ste 107, Lotron, Virginia 22079 presented a Master Services agreement to the Jackson Police Department for services related to collecting, analyzing, and reporting DNA; and

Whereas, the Jackson Police Department recommends that the City of Jackson execute a Master Services Agreement with BODE for the performance of services which include but are not limited to (1) analyzing and determining the presence or absence of DNA from samples; (2) collection of DNA samples; (3) comparison of DNA samples from suspect and assault victims; (4) reporting the results (5) submitting possible DNA matches or hits to the Combined DNA Index System (CODIS); and

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute a Master Services Agreement with Bode containing the following provisions:

CONTRACT NUMBER: JACKSONPD-2023

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is entered into this _____ day of ______. ______, <u>2023</u> (the "Effective Date"), by and between Bode Cellmark Forensics, Inc. ("Bode"), (Insert address) and <u>JACKSON POLICE DEPARTMENT</u> ("Client"), (Insert address). Bode and Client may be alternately referred to herein as "party," individually, and "parties," collectively. <u>ARTICLE I - PURPOSE:</u>

> Agenda Item # **19** September 26,2023 Wade, Lumumba

Client desires to engage Bode to render certain professional Services and Deliverables, as those terms are hereafter defined; and Bode desires to render such Services and Deliverables under the terms and conditions of this Agreement.

The term "Services" means those forensic DNA Services, and other related Services that Client may request, and Bode may agree to provide from time to time.

The term "Deliverables" means any Case Report or other material that Client may request and Bode may agree to provide from time to time.

The parties have determined that the Services required by Client will vary in scope, Deliverables, requested personnel (including subcontractors) and performance period, and that such Services may occur from time to time, at Client's request, throughout the term of this Agreement. To accommodate each request for Services, Client will issue to Bode a completed "Batch Manifest" that will identify in detail each expected service request and the associated requirements. A sample Batch Manifest is shown in <u>Exhibit A</u>, attached hereto and incorporated herein by reference.

ARTICLE II - PAYMENT AND OTHER EXPENSES:

2.1 Prices are defined in <u>Exhibit B</u> and are valid for the term of this contract. Batch Manifests submitted to Bode must reference the corresponding quotation number or contract number in order to receive the quoted price. Client agrees to pay Bode the total amount specified for the performance of the Services described in a Batch Manifest. Unless otherwise indicated, prices do not include travel nor shipping.

2.2 Bode will be paid the amount as specified in this Agreement for the Services provided. Bode will invoice Client for the Services based on the amounts recited in Exhibit B associated with the Services. The invoice will contain a reasonable and sufficient explanation or itemization of the Services rendered under an associated Batch Manifest. Client will pay Bode within thirty (30) but no later than forty-five days of the date of Bode's invoice, unless otherwise specified in the Batch Manifest.

2.3 Bode reserves the right to assess a late fee equal to one and one-half percent (1.5%) per month or, if lower, the maximum amount permitted by applicable law, on all amounts not paid when due, calculated on a daily basis beginning with the first day following the invoice due date. Any check or remittance received from or for the account of Client may be accepted and applied by Bode against any indebtedness owing by Client, without prejudice to, or the discharge of, the remainder of any such indebtedness regardless of any condition, provision, statement, legend or notation appearing on, referring to or accompanying any check or remittance.

2.4 If Client desires to change or modify the Services in any Batch Manifest, Client will so advise Bode, in writing. If such a change or modification appears to substantially

change the Services as recited in a Batch Manifest, Bode and Client will negotiate in good faith an addendum to the Batch Manifest; provided that, the terms and conditions of the addendum are mutually agreeable and expressed as a writing signed by both parties hereto.

2.5 Client will be liable for any and all fees (including any sales, customs, import or the like taxes) levied by any local, state, country or international taxing government authority as applicable to the receipt of Services or Deliverables hereunder, and Bode will be entitled to invoice for such fees as such fees occur during or following the Term, as defined in Article III herein. Client will include such taxes with the payment or provide Bode with the appropriate information or documentation to support exemption from such taxes. Client will have no other or further liability to Bode with respect to any tax, duty, levy or like imposition for which Bode may be liable as a result of the supply of the Services or Deliverables.

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2.6 Unless otherwise provided in this Agreement, Client will not be liable for any other expenses, costs or fees incurred by Bode in the performance of Services under a Batch Manifest other than those specifically identified herein or therein.

ARTICLE III - TERM:

3.1 The "Term" of this Agreement will be for a period of twelve (12) months from the Effective Date, unless earlier terminated under the termination provisions of Article VIII.

3.2 Subject to prior approval by the governing authorities by the City of Jacksonthe parties may extend, upon mutual written agreement, the Term of this Agreement for two, one-year extension periods, as mutually determined by the parties, under the same terms and conditions as recited herein, however pricing may be revised prior to the exercise of each extension period.

3.3 It is understood by the parties that a Batch Manifest or service request may be terminated independently of this Agreement, and that a termination of one or more Batch Manifests or service requests does not result in termination of this Agreement, unless this Agreement is terminated as specified in Article VIII.

ARTICLE IV - SHIPMENT AND DELIVERY:

11

4.1 Except as otherwise provided in this Agreement, Client will bear all shipping and transport expenses.

4.2 Results and report dates are estimated as accurately as possible at the time orders are placed, unless Bode has given an expressly binding commitment. Reports are

sent via email to the contact listed on the Batch Manifest. The case file will be provided upon request.

<u>ARTICLE V - BODE'S REPORTING, DELIVERABLES, AND ENGAGEMENT OF SUBCONTRACTORS:</u>

5.1 Bode will report to Client's Point of Contract, which will be identified in writing to Bode via the Batch Manifest.

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5.2 Bode will provide to Client the Deliverables based on a schedule as specified in each Batch Manifest. If Client requires any other items, material, devices, software, documents, studies, data, analysis or reports which will be considered additional Deliverables, the creation and provision of such additional Deliverables will be the subject of a Batch Manifest as specified above in Paragraph 2.4.

5.3 Client acknowledges that Bode will be entitled to engage subcontractors to perform certain Services described in a Batch Manifest, which subcontractor will be under terms and conditions commensurate with this Agreement.

ARTICLE VI - CONFIDENTIAL AND/OR PROPRIETARY INFORMATION:

6.1 All non-public, confidential, or proprietary information of the parties ("Confidential Information"), including but not limited to specifications, samples, designs, plans, drawings, documents, data, business operations, customer lists, pricing, manuals, discounts or rebates, that the disclosing party discloses to the receiving party, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and regardless of whether marked, designated, or otherwise identified as "confidential," in connection with the Agreement is confidential, solely for the use of performing the Agreement, the Deliverables, or the Services, and may not be disclosed or copied unless authorized in advance by the disclosing party in writing. Upon the disclosing party's request, the receiving party will promptly return all documents and other materials received from the disclosing party.

6.2 In the event the receiving party or anyone to whom the receiving party supplies the Confidential Information receives a request under the terms of a subpoena or order issued by, or in conjunction with litigation pending in, a court of competent jurisdiction or a governmental body, to disclose all or any part of the Confidential Information, the receiving party agrees, to the extent lawful, to (i) promptly notify the disclosing party of the existence, terms, and circumstances surrounding the request; (ii) cooperate and consult with the disclosing party on the advisability of taking legal steps to resist, narrow the scope of, or limit the disclosure of such Confidential Information; (iii) if disclosure of such Confidential Information is required, furnish only that portion of the Confidential Information that, in the opinion of its counsel, the receiving party is required to disclose; and (iv) use its best efforts to enable the disclosing party, at its own expense, to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information that the disclosing party so identifies.

6.3 This Article VI does not apply to information that is: (i) in the public domain; (ii) known to the receiving party at the time of disclosure; or (iii) rightfully obtained by the receiving party on a non-confidential basis from a third party.

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ARTICLE VII - INTELLECTUAL PROPERTY/ ACKNOWLEDGMENTS:

7.1 Intellectual Property is defined as any of Bode's Confidential Information as well as ideas, concepts, know-how, techniques, methods, processes, research, developments, software, in whatever form, documents, apparatus, devices, work products or expressions, having either patent, copyright, trade secret, maskwork or any other proprietary right, whether statutory or common law, associated therewith, which are developed, created or generated by Bode, either solely or jointly, during the Term of this Agreement and/or in the performance of Services under each Batch Manifest, and/or which arise under or relate to Bode's Confidential Information.

In the event that Intellectual Property is created, is generated, arose under, is 7.2 related to or resulted from, as described above in Paragraph 7.1, Client acknowledges that the Intellectual Property, therein or associated therewith, will be held by, vested in and owned entirely by Bode. Client will execute, without additional consideration, all documents reasonably required to confirm Bode's ownership of such Intellectual Property and to secure protection thereon for Bode. Client acknowledges that this Agreement and the Services rendered under any Batch Manifest will not be construed as a "work for hire" or, in the alternative, as applicable, the generation and/or development of a work product will not be solely for the benefit and ownership of Client. Further, all associated and underlying Intellectual Property in any and all work products will solely vest in and be for the benefit and ownership of Bode; and as a result Client hereby assigns, transfers and conveys all rights, title and interests therein from Client to Bode, and this document will be considered to confirm such assignment, transfer and conveyance. In the event Client is unavailable or uncooperative after exercising reasonable efforts to obtain Client's signature to execute such additional required documents to confirm assignment, transfer and conveyance of the foregoing Intellectual Property, Client appoints Bode as its agent for the purpose of effectuating such confirmation of ownership and transfer of right, title and interest described herein, and to execute documents on behalf of Client to confirm such assignment, transfer and conveyance.

7.3 The Deliverables as described in the Batch Manifest will be delivered to Client subject to Article XIII, and Client will not in any way or manner, either by the inclusion of

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a corporate name, logo, copyright, marking, trademark or the like, in combination or otherwise, indicate that Client is the source, creator, generator or originator of any such Confidential Information related to the Confidential Information, Deliverables or holder or owner of associated Intellectual Property.

7.4 It is understood by Bode that Client will retain all rights, title and interests in any proprietary technology, including but not limited to, existing software or applications in Client's possession prior to the Effective Date hereof, and utilized by Bode in performing the Services under any Batch Manifest. However, if any portion of the Deliverables contains any of the foregoing, Client grants to Bode a worldwide, non-exclusive, irrevocable, royalty-free, fully paid-up, transferable, sub-licensable, perpetual license to use, in any manner, reproduce, modify, improve and prepare derivative works of the foregoing, in connection with performing the Services under this Agreement so as to provide the Deliverables. This Paragraph 7.4 will survive termination of this Agreement.

7.5 The parties acknowledge that in the event the Deliverables contemplate significant and material development work, the parties will describe in more detail the obligations associated therewith under a Batch Manifest. Also, the need for applicable separate agreements, such as support and maintenance for the development once completed will be provided apart from this Agreement.

ARTICLE VIII - TERMINATION:

8.1 This Agreement may be terminated, with or without cause, by either party with ninety (90) days prior written notice to the other party. No payments will be owed by Client to Bode for Services rendered under all validly executed and in-progress Batch Manifests after the date of termination, except that Bode will be permitted to wind up any work in progress up to thirty (30) days following the date of termination.

8.2 In the event of termination of this Agreement either as provided herein or upon expiration of this Agreement: (i) all Services will terminate thirty (30) days following the date of termination; (ii) the receiving party will promptly return all copies of Confidential Information to the disclosing party; (iii) any Deliverables, in progress, whether or not complete, will be delivered, subject to the license provisions as recited under Article VII, Paragraph 7.4 and Article XIII, by Bode to Client if all amounts due and payable have been paid to Bode as provided hereunder; and (iv) Bode will submit a final invoice and receive payment as provided for under any and all Batch Manifests validly executed and in-progress in accordance with Article II.

8.3 Individual Batch Manifests may be terminated without terminating this Agreement based on the discretion of each party relative to the Services rendered under a particular Batch Manifest, subject to the obligations recited under Paragraph 8.2.

8.4 In the event a party breaches this Agreement, the aggrieved party will provide written notice of such breach (identifying the nature of the breach) to the breaching party and the breaching party will have a reasonable opportunity to cure (not to exceed ten (10) days) such breach to the non-breaching party's reasonable satisfaction. In the event the breach is not promptly cured, then either party may elect to terminate the Agreement immediately.

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ARTICLE IX - USE OF NAMES/NON-SOLICITATION:

9.1 During the Term and following the termination of this Agreement, neither party will use the name of the other party, or the name of any of its subsidiaries or affiliated entities, in any advertising, literature or other publication material or as a reference unless the party seeking to do so seeks written permission from the other party, except that Bode may list Client on its customer list in any marketing materials, and collaterals and in any advertising medium. In addition, neither party will refer to any employee of the other without written permission to do so from the other party. This Paragraph 9.1 will survive termination of this Agreement.

9.2 Neither party will, directly or indirectly, solicit for employment, or advise or recommend to any other person that they solicit for employment, any employee or consultant of the other, who was connected with this Agreement or the Services specified in any and all such Batch Manifests, during the Term of this Agreement and for a period of one (1) year after termination and/or expiration of this Agreement.

ARTICLE X - WARRANTIES/ACCEPTANCE:

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10.1 Bode represents and warrants to Client that it is an independent contractor that makes its services available to the general public, that it has its own regular place of business and that it maintains its own set of books and records, which reflect all items of income and expense of its business and trade. Bode will operate as an independent contractor and will not represent itself to be the agent, employee, partner or joint venturer of Client, nor will Client represent itself to be the agent, employee, partner or joint venturer of Bode. Neither party will obligate the other party in any manner, nor cause the other party to be liable under any contract or under any other type of commitment.

10.2 Bode represents and warrants that the Services performed in connection with each Batch Manifest issued hereunder will be of a professional quality.

10.3 Bode represents and warrants that the Deliverables developed, created and provided under the Batch Manifests will be original works, and that any third party material that is included in any such Deliverables will be provided to Client with the same rights as provided under such third party obligations, and Bode will not grant any greater rights than provided by such third party.

10.4 If applicable, and as more particularly recited in or as addressed under a Batch Manifest, Bode will provide the Deliverables, identified under each Batch Manifest, for acceptance by Client. Except where otherwise recited in a Batch Manifest, such acceptance must occur within ten (10) days following the date of delivery of the Deliverables under the relevant Batch Manifest. During such ten (10) days, if Client identifies any problems or non-conformance, Client will notify, in writing, Bode of such problem or non-conformance, and Bode will be permitted thirty (30) days to correct and remedy the problem or non-conformance. Thereafter, Bode will provide a new or corrected Deliverable and the acceptance procedure will start again as provided herein. If Client fails to provide acceptance within such ten (10) days, the Deliverable will be deemed accepted under the acceptance criteria provided herein. If Client substantially modifies, without Bode's authorization, the Deliverable prior to acceptance, then acceptance will likewise be deemed to have occurred.

ARTICLE XI - LIMITATION OF LIABILITY AND REMEDY:

11.1 Bode represents and warrants that the Services performed in connection with each Batch Manifest issued hereunder will be of a professional quality.

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ARTICLE XII - INTENTIONALLY DELETED

ARTICLE XIII - No License:

13.1 Unless otherwise set forth in this Agreement, the sale of any Deliverables or rendering of Services will not confer upon Client any license, express or implied, under any patents, trademarks, trade name or other proprietary rights owned or controlled by Bode; it being specifically understood and agreed that all such rights are reserved to Bode.

ARTICLE XIV - OTHER:

14.1 The parties will comply with all applicable laws, rules, and regulations of the State of Mississippi.

14.2 Neither party will be deemed to have breached this Agreement by reason of delay or failure in performance resulting from causes beyond the control, and without the fault or negligence, of the party. Such causes include, but may not be limited to, an act of God, an act of war, riot, epidemic, fire, flood or other disaster. This Agreement will terminate, as provided under Article VIII, if such delay or failure persists for thirty (30) consecutive days and there is no foreseeable remedy or cure available.

14.3 With regard to the subject matter recited herein, this Agreement, any exhibits, any agreements referenced herein, and any addenda or amendments added hereto, comprise the entire understanding of the parties hereto and as such supersedes any oral or written agreement. In the event of a conflict between this Agreement and any other written agreement between the parties specifically covering the same Services or Deliverables, the terms and conditions of such agreement will prevail to the extent of such conflict. A conflict between the terms set forth herein and those set forth in a written Batch Manifest will be resolved in favor of the Batch Manifest. Notwithstanding the above, this Agreement will prevail over any differing or additional terms and conditions proposed by Client, including, without limitation, those contained in any invoice.

14.4 This Agreement will not be modified or amended except by writing signed by both parties. The signatories below acknowledge that the signatories are authorized to bind each party. All requirements for notices hereunder must be in writing. The parties further acknowledge that facsimile signatures or signatures in PDF format are fully binding and constitute a legal method of executing this Agreement.

14.5 If any of the provisions of this Agreement are declared to be invalid, such provisions will be severed from this Agreement and the other provisions hereof will remain in full force and effect.

14.6 Neither party will transfer, assign or hypothecate, in whole or in part, this Agreement or any rights or obligations hereunder, provided that Bode may hire or engage one or more subcontractors to perform certain Services pursuant to Paragraph 5.3 herein. In the event of any permitted assignment or transfer of this Agreement or the obligations under this Agreement, the parties agree that such obligations will be binding upon the assigning or transferring party's executors, administrators and legal representatives, and the rights of assignor or transferor will inure to the benefit of assignee or transferee.

14.7 Client warrants that all access to and users of the Deliverables are authorized users of Client.

14.8 The Agreement may be executed in one or more counterparts, each of which will be deemed to be a duplicate original, but all of which, taken together, will be deemed to constitute a single instrument.

In connection with a U.S. Government Licensee, the Deliverable and any 14.9 associated documentation qualify as "commercial items" as that term is defined at Federal Acquisition Regulation ("FAR") 48 CFR 2.101, consisting of "commercial computer software" "and "commercial computer documentation" as such items are used in FAR 12.212, Consistent with FAR 12.212 and Department of Defense FAR (DFAR) Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated, U.S. Government Licensee will acquire the Deliverables and associated documentation with only those rights set forth in this Agreement. Further, any U.S. Government download, access and use of the Deliverables and associated documentation constitutes the U.S. Government's acknowledgement that the Deliverables and associated documentation are "commercial computer software" and "commercial computer software documentation." As applicable and so marked with respect to the Deliverables and associated documentation, the U.S. Government will acquire the Deliverables and related documentation with at least applicable Limited Rights and Restricted Rights as defined under the relevant and applicable FARs and DFARs.

14.10 This Agreement is governed by and construed and interpreted in accordance with the laws of the State of Mississippi. Any claim or dispute associated with or arising out of this Agreement will be resolved exclusively by a court of competent jurisdiction in the State of Mississippi.

14.11 NOTICES Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to BODE at:

Bode Cellmark Forensics, Inc. 10430 Furnace Road, Suite 107 Lorton, VA 22079 Attn: Contract Department

and to CLIENT at:

Jackson Police Department Address City, State, Zip code Attn: Accepted and agreed to by the duly authorized signatories below:

BODE:

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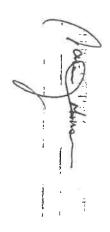
Ву:_____

its authorized agent

CLIENT:

Ву: _____

its authorized agent



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	POINTS	COMMENTS		
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BODE CELLMARK FORENSICS, INC. (BODE) TO PROVIDE CERTAIN FORENSIC DNA SERVICES AND RELATED DELIVERABLES 2. Crime Prevention 7. Quality of Life		
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life			
3.	Who will be affected	JACKSON POLICE DEPARTMENT		
4.	Benefits	Result in improving conviction rate and solving cold cases involving sexual assaults and other violent crimes		
5.	Schedule (beginning date)	UPON COUNCIL APPROVAL		
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	ALL WARDS CITY WIDE A period of 12 months from effective date		
7.	Action implemented by: • City Department	JACKSON POLICE DEPARTMENT CITY LEGAL		
8.	COST	\$0 (grant funded)		
9.	Source of Funding General Fund Grant Bond Other	Grant (SAKI)		
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 MAYOR TO EXECUTE A MASTER SERVICES AGREEMENT WITH BODE CELLMARK FORENSICS, INC. ("BODE") TO PROVIDE FORENSIC DNA TESTING RELATED TO CASES ALLEGING SEXUAL ASSAULT has been reviewed by me and is legally sufficient for adoption by the governing authorities.

Catoria Martin, City Attorney

Mina a Carrie Johnson, Deputy City Attorney

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Chief of Police Joseph Wade JACKSON POLICE DEPARTMENT Office of the Chief of Police

- To: Mayor Chokwe A. Lumumba City of Jackson
- From: Chief Joseph Wade Jackson Police Department

Date: September 20, 2023

Re: Agenda Order authorizing the City of Jackson to execute master services agreement with BODE Cellmark Forensics, Inc

Submitted for your approval is an order authorizing the City of Jackson to execute a master services agreement with BODE Cellmark Forensics, Inc. to provide forensic DNA testing related to cases alleging sexual assault. The SAKI grant awarded to the City of Jackson Police Department allows for the processing and DNA analysis of unsubmitted sexual assault kits. The processing and subsequent results from this evidence will allow for the possibility of a number of cases to move forward with prosecution.

Therefore, it is requested that we move forward to approve the agreement with Bode Forensics for the analysis and DNA technical processing for this service to be provided.

If more action or information is needed, please advise.

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Interim Chief of Police Joseph Wade

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JACKSON POLICE DEPARTMENT 9-20 Rectal in cluades office **Investigative Services Bureau**

Tyrone Buckley, Deputy Chief of Police

Memorandum

Chokewe A. Lumumba, Mayor To:

From: Joseph Wade, Chief of Police

Date: August 25, 2023 Spf. 20123

Request for Agenda Item approval for Forensic DNA services funded by SAKI Re: grant

The SAKI grant awarded to the City of Jackson Police Department allows for processing and DNA analysis of unsubmitted sexual assault kits. The processing and subsequent results from this evidence will allow for the possibility of a number of cases to move forward with prosecution. Therefore, it is requested that we move forward to approve the agreement with Bode Forensics for the analysis and DNA technical processing for this service to be provided.

Should you have any questions or concern, please do not hesitate to contact me.



RIC'AU RIHM Assistant Chief of

Chief of Police Joseph Wade JACKSON POLICE DEPARTMENT Investigative Services Bureau Tyrone Buckley, Deputy Chief of Police

Memorandum

Re:	Request for Agenda Item for the Approval DNA services funded by SAKI Grant	21.0
Date:	Friday, August 25, 2023	
From:	Marco Johnson, Captain, Investigative Services Bureau	ve
Via:	Tyrone Buckley, Deputy Chief of Police, Investigative Service Bureau	
То:	Joseph Wade, Assistant Chief of Police Tyrone Buckley, Deputy Chief of Police, Investigative Service Bureau Marco Johnson, Captain, Investigative Services Bureau (Approx)

This memorandum is pursuant upon presenting to the City Council an agreement to partner with BODE Forensics for the purpose of DNA testing for sexual assault kits. This agreement is being funded through the SAKI grant that is funded through the BJA. Currently three hundred sexual assault kits have been prepared for submission to BODE Forensics. There are approximately 1700 additional cases that will be presented during this grant period. The Jackson Police Department is the only department that has been awarded this funding and upon the approval of the agreement will help successful prosecutions and further investigations of sexual assault victims within the City of Jackson. Therefore, it is requested that this agreement be set forth to City Council agenda for approval.



Interim Chief of Police Joseph Wade JACKSON POLICE DEPARTMENT Investigative Services Bureau OFFICE OF THE CHAIN FORMEY

8/05/03

Tyrone Buckley, Deputy Chief of Police

Memorandum

To: Marco Johnson; Captain, Investigative Services Bureau

Via: Sequerna Banks; Lieutenant, Investigative Services Bureau

From: Jacquelyn Gardner; City of Jackson SAKI Coordinator

Date: August 21, 2023 Jul 8/23/23

Re: Request for Agenda Item approval for Forensic DNA services funded by SAKI Grant

This memo is to request approval of an agreement with BODE a, forensic DNA testing provider. The SAKI grant is funded by BJA and allows the City of Jackson Police Department to process unsubmitted sexual assault kits This will for the possibility of prior cases to be moved forward for prosecution. Currently 300 unsubmitted kits have been identified and prepared to be tested for DNA results. Therefore, it is requested that this item (agreement) be added to the city council agenda for consideration of approval.

Respectfully; cquelyn Gardner

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Chief of Police Joseph Wade JACKSON POLICE DEPARTMENT

Assistant Chief of Police

Investigative Services Bureau Tyrone Buckley, Deputy Chief of Police

Memorandum

To:	Tyrone Buckley, Deputy Chief of Police, Investigative Service Bureau
From:	Marco Johnson, Captain, Investigative Services Bureau
Date:	August 25, 2023
Re:	Request for Agenda Item for the Approval DNA services funded by SAKI Grant

This memorandum is pursuant upon presenting to the City Council an agreement to partner with BODE Forensics for the purpose of DNA testing for sexual assault kits. This agreement is being funded through the SAKI grant that is funded through the BJA. Currently three hundred sexual assault kits have been prepared for submission to BODE Forensics. There are approximately 1700 additional cases that will be presented during this grant period. The Jackson Police Department is the only department that has been awarded this funding and upon the approval of the agreement will help successful prosecutions and further investigations of sexual assault victims within the City of Jackson. Therefore, it is requested that this agreement be set forth to City Council agenda for approval.

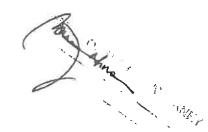


EXHIBIT A



Case Submission Form

Bode Technology 10430 Furnace Rd. Stir 407 Lorion, VA 22079 Phone: 065-253-3443 Fac: 703-646-0741 bode.service@codetech.com

Bode Technology Case Number (To be filled out by Lab):

Submitting Agency Reference/ Case Number:

Before Bode Technology can begin processing your case, this form must be filled out in its entirety. Please submit either along with the evidence or directly to Technical Services. Prior to submitting a case, please call Technical Services at 703-646-9740 x787 or toll free at 866-263-3443 x787

Submitting Agency:	Date:
Billing Information:	Method of Payment:
Name:	Purchase Order #:
Agency:	Contract #:
Address:	Credit Card: call 866-263-3443 x787 to provide
City/State/Zip:	Other:
Office Number:	
Fax Number:	
Email:	
Quote Number:	

Report Malling Address:	Evidence Return:	
Wijne the report will be mert. Note: FadEX cannot deliver to PD boxes.	All syldence and generated extracts will be returned to this address following the delivery of the case report, unless otherwise specified.	
Name:	Name:	
Agency	Agency:	
Address:	Address:	
City/State/Zip:	City/Stata/Zip:	
Office Number:	Office Number:	
ax Number: Fax Number:		
Email:	Email:	
Authorized Point of Contect:	Additional Point of Contact:	
Name:	Name:	
Agency:	Agency:	
Tite:		
Office Number:	Office Number:	
Cell Number:	Cell Number:	
Fax Number:	Fax Number:	
mail: Emeil:		

I hereby certify their the information provided on this Case Submission Form is accurate to the best of my knowledge. I understand that I will be charged for services according to the pricing that I have received.

Point of Contact Print Name

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Point of Contact Signature

Dale

Page 1



Terms and Conditions

The pricing and scope of work attached is valid until **November 30, 2023** unless entered into a contract. Terms ofpayment are Net-30 directly billed to the Client. All testing at Bode is subject to our Terms and Conditions.Standard Turnaround Time for STR analysis: TBD

DNA Analysis

ltem Name	Description	GSA Price	10 % Discount (> 16 Samples Submitted)
S11E01 STR DNA analysis – Non-Differential Evidence Sample	DNA analysis for one prescreened non-differential evidence sample.	\$1426.80 per sample	\$1,284.12 per sample
S11501 STR DNA analysis – Differential Evidence Sample	DNA analysis for one-prescreened differential evidence sample.	\$1653:90 per sample	\$1488.51 per sample
Q11D01 DNA analysis- Stop at Quant	Samples stopped at quantification step.	\$834.36 per sample	\$750.92 per sample
S11R01 DNA analysis- Reference Sample	DNA analysis (autosomal STR) for one reférence sample (blood card or buccal swab)	\$839:29 per sample	\$755.61 per sample

Testimony

Item Name	Description	Price
E11W02 Expert Witness Fee (Hourly)	Testimony charges are assessed for all time Analyst is not at work (to include travel time)	\$345.59 per hour per analyst plus-travel expenses
Expert Witness Fee (Video)	Expert witness fee per hour for testimony via video feed.	\$345.59 per hour per analyst

Additional Services

Item Name	Description	Price
E11CO2 Comparison to a Previously Generated DNA Profile – Minimum 1 hour	Comparison when a reference standard is submitted after evidence is reported, requiring an additional report.	\$345.59 per hour



Item Name	Description	Price	1-1
^Forensic Biology, STR, Y-STR, miniSTR Analysis	5 Business Days (1 week)	300% per sample	201
AForensic Biology, STR, Y-STR, miniSTR Analysis	10 Business Days (2 weeks)	150% per sample	1
^Forensic Biology, STR, Y-STR, miniSTR Analysis	20 Business Days (3 weeks)	75% per sample	÷

^Expedited Service availability must be confirmed by Bode Cellmark prior to submitting evidence. These fees are in additional to processing charges.

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Interim Chief of Police Joseph Wade JACKSON POLICE DEPARTMENT Investigative Services Bureau

Tyrone Buckley, Deputy Chief of Police

Memorandum

To: Chokewe A. Lumumba, Mayor

From: Joseph Wade, Chief of Police

Date: August 21, 2023

Re: Request for Agenda Item approval for Forensic DNA services funded by SAKI grant

The SAKI grant awarded to the City of Jackson Police Department allows for processing and DNA analysis of unsubmitted sexual assault kits. The processing and subsequent results from this evidence will allow for the possibility of a number of cases to move forward with prosecution. Therefore, it is requested that we move forward to approve the agreement with Bode Forensics for the analysis and DNA technical processing for this service to be provided.

Should you have any questions or concern, please do not hesitate to contact me.

CONTRACT NUMBER: JACKSONPD-2023

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is entered into this _____ day of _____

<u>2023</u> (the "Effective Date"), by and between Bode Cellmark Forensics, Inc. ("Bode"), (Insert address) and <u>JACKSON POLICE DEPARTMENT</u> ("Client"), (Insert address). Bode and Client may be alternately referred to herein as "party," individually, and "parties," collectively.

ARTICLE I - PURPOSE:

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Client desires to engage Bode to render certain professional Services and Deliverables, as those terms are hereafter defined; and Bode desires to render such Services and Deliverables under the terms and conditions of this Agreement.

The term "Services" means those forensic DNA Services, and other related Services that Client may request, and Bode may agree to provide from time to time.

The term "Deliverables" means any Case Report or other material that Client may request and Bode may agree to provide from time to time.

The parties have determined that the Services required by Client will vary in scope, Deliverables, requested personnel (including subcontractors) and performance period, and that such Services may occur from time to time, at Client's request, throughout the term of this Agreement. To accommodate each request for Services, Client will issue to Bode a completed "Batch Manifest" that will identify in detail each expected service request and the associated requirements. A sample Batch Manifest is shown in Exhibit A, attached hereto and incorporated herein by reference.

ARTICLE II - PAYMENT AND OTHER EXPENSES:

2.1 Prices are defined in <u>Exhibit B</u> and are valid for the term of this contract. Batch Manifests submitted to Bode must reference the corresponding quotation number or contract number in order to receive the quoted price. Client agrees to pay Bode the total amount specified for the performance of the Services described in a Batch Manifest. Unless otherwise indicated, prices do not include travel nor shipping.

2.2 Bode will be paid the amount as specified in this Agreement for the Services provided. Bode will invoice Client for the Services based on the amounts recited in Exhibit B associated with the Services. The invoice will contain a reasonable and sufficient explanation or itemization of the Services rendered under an associated Batch Manifest. Client will pay Bode within thirty (30) but no later than forty-five days of the date of Bode's invoice, unless otherwise specified in the Batch Manifest.

2.3 Bode reserves the right to assess a late fee equal to one and one-half percent (1.5%) per month or, if lower, the maximum amount permitted by applicable law, on all amounts not paid when due, calculated on a daily basis beginning with the first day following the invoice due date. Any check or remittance received from or for the account of Client may be accepted and applied by Bode against any indebtedness owing by Client, without prejudice to, or the discharge of, the remainder of any such indebtedness regardless of any condition, provision, statement, legend or notation appearing on, referring to or accompanying any check or remittance. 2.4 If Client desires to change or modify the Services in any Batch Manifest, Client will so advise Bode, in writing. If such a change or modification appears to substantially change the Services as recited in a Batch Manifest, Bode and Client will negotiate in good faith an addendum to the Batch Manifest; provided that, the terms and conditions of the addendum are mutually agreeable and expressed as a writing signed by both parties hereto.

2.5 Client will be liable for any and all fees (including any sales, customs, import or the like taxes) levied by any local, state, country or international taxing government authority as applicable to the receipt of Services or Deliverables hereunder, and Bode will be entitled to invoice for such fees as such fees occur during or following the Term, as defined in Article III herein. Client will include such taxes with the payment or provide Bode with the appropriate information or documentation to support exemption from such taxes. Client will have no other or further liability to Bode with respect to any tax, duty, levy or like imposition for which Bode may be liable as a result of the supply of the Services or Deliverables.

2.6 Unless otherwise provided in this Agreement, Client will not be liable for any other expenses, costs or fees incurred by Bode in the performance of Services under a Batch Manifest other than those specifically identified herein or therein.

ARTICLE III - TERM:

3.1 The "Term" of this Agreement will be for a period of twelve (12) months from the Effective Date, unless earlier terminated under the termination provisions of Article VIII.

3.2 Subject to prior approval by the governing authorities by the City of Jackson the parties may extend, upon mutual written agreement, the Term of this Agreement for two, one-year extension periods, as mutually determined by the parties, under the same terms and conditions as recited herein, however pricing may be revised prior to the exercise of each extension period.

3.3 It is understood by the parties that a Batch Manifest or service request may be terminated independently of this Agreement, and that a termination of one or more Batch Manifests or service requests does not result in termination of this Agreement, unless this Agreement is terminated as specified in Article VIII.

ARTICLE IV - SHIPMENT AND DELIVERY:

4.1 Except as otherwise provided in this Agreement, Client will bear all shipping and transport expenses.

4.2 Results and report dates are estimated as accurately as possible at the time orders are placed, unless Bode has given an expressly binding commitment. Reports are sent via email to the contact listed on the Batch Manifest. The case file will be provided upon request.

ARTICLE V - BODE'S REPORTING, DELIVERABLES, AND ENGAGEMENT OF SUBCONTRACTORS:

5.1 Bode will report to Client's Point of Contract, which will be identified in writing to Bode via the Batch Manifest.

5.2 Bode will provide to Client the Deliverables based on a schedule as specified in each Batch Manifest. If Client requires any other items, material, devices, software, documents, studies, data, analysis or reports which will be considered additional Deliverables, the creation and provision of such additional Deliverables will be the subject of a Batch Manifest as specified above in Paragraph 2.4.

5.3 Client acknowledges that Bode will be entitled to engage subcontractors to perform certain Services described in a Batch Manifest, which subcontractor will be under terms and conditions commensurate with this Agreement.

ARTICLE VI - CONFIDENTIAL AND/OR PROPRIETARY INFORMATION:

6.1 All non-public, confidential, or proprietary information of the parties ("Confidential Information"), including but not limited to specifications, samples, designs, plans, drawings, documents, data, business operations, customer lists, pricing, manuals, discounts or rebates, that the disclosing party discloses to the receiving party, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and regardless of whether marked, designated, or otherwise identified as "confidential," in connection with the Agreement is confidential, solely for the use of performing the Agreement, the Deliverables, or the Services, and may not be disclosed or copied unless authorized in advance by the disclosing party in writing. Upon the disclosing party's request, the receiving party will promptly return all documents and other materials received from the disclosing party.

6.2 In the event the receiving party or anyone to whom the receiving party supplies the Confidential Information receives a request under the terms of a subpoena or order issued by, or in conjunction with litigation pending in, a court of competent jurisdiction or a governmental body, to disclose all or any part of the Confidential Information, the receiving party agrees, to the extent lawful, to (i) promptly notify the disclosing party of the existence, terms, and circumstances surrounding the request; (ii) cooperate and consult with the disclosing party on the advisability of taking legal steps to resist, narrow the scope of, or limit the disclosure of such Confidential Information is required, furnish only that portion of the Confidential Information that, in the opinion of its counsel, the receiving party is required to disclose; and (iv) use its best efforts to enable the disclosing party, at its own expense, to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information that the disclosing party so identifies.

6.3 This Article VI does not apply to information that is: (i) in the public domain; (ii) known to the receiving party at the time of disclosure; or (iii) rightfully obtained by the receiving party on a nonconfidential basis from a third party.

ARTICLE VII - INTELLECTUAL PROPERTY/ACKNOWLEDGMENTS:

7.1 Intellectual Property is defined as any of Bode's Confidential Information as well as ideas, concepts, know-how, techniques, methods, processes, research, developments, software, in whatever form, documents, apparatus, devices, work products or expressions, having either patent, copyright, trade secret, maskwork or any other proprietary right, whether statutory or common law, associated therewith, which are developed, created or generated by Bode, either solely or jointly, during the Term of this Agreement and/or in the performance of Services under each Batch Manifest, and/or which arise under or relate to Bode's Confidential Information.

In the event that Intellectual Property is created, is generated, arose under, is related to or 7.2 resulted from, as described above in Paragraph 7.1, Client acknowledges that the Intellectual Property, therein or associated therewith, will be held by, vested in and owned entirely by Bode. Client will execute, without additional consideration, all documents reasonably required to confirm Bode's ownership of such Intellectual Property and to secure protection thereon for Bode. Client acknowledges that this Agreement and the Services rendered under any Batch Manifest will not be construed as a "work for hire" or, in the alternative, as applicable, the generation and/or development of a work product will not be solely for the benefit and ownership of Client. Further, all associated and underlying Intellectual Property in any and all work products will solely vest in and be for the benefit and ownership of Bode; and as a result Client hereby assigns, transfers and conveys all rights, title and interests therein from Client to Bode, and this document will be considered to confirm such assignment, transfer and conveyance. In the event Client is unavailable or uncooperative after exercising reasonable efforts to obtain Client's signature to execute such additional required documents to confirm assignment, transfer and conveyance of the foregoing Intellectual Property, Client appoints Bode as its agent for the purpose of effectuating such confirmation of ownership and transfer of right, title and interest described herein, and to execute documents on behalf of Client to confirm such assignment, transfer and conveyance.

7.3 The Deliverables as described in the Batch Manifest will be delivered to Client subject to Article XIII, and Client will not in any way or manner, either by the inclusion of a corporate name, logo, copyright, marking, trademark or the like, in combination or otherwise, indicate that Client is the source, creator, generator or originator of any such Confidential Information related to the Confidential Information, Deliverables or holder or owner of associated Intellectual Property.

7.4 It is understood by Bode that Client will retain all rights, title and interests in any proprietary technology, including but not limited to, existing software or applications in Client's possession prior to the Effective Date hereof, and utilized by Bode in performing the Services under any Batch Manifest. However, if any portion of the Deliverables contains any of the foregoing, Client grants to Bode a worldwide, non-exclusive, irrevocable, royalty-free, fully paid-up, transferable, sub-licensable, perpetual license to use, in any manner, reproduce, modify, improve and prepare derivative works of the foregoing, in connection with performing the Services under this Agreement so as to provide the Deliverables. This Paragraph 7.4 will survive termination of this Agreement.

7.5 The parties acknowledge that in the event the Deliverables contemplate significant and material development work, the parties will describe in more detail the obligations associated therewith under a Batch Manifest. Also, the need for applicable separate agreements, such as support and maintenance for the development once completed will be provided apart from this Agreement.

ARTICLE VIII - TERMINATION:

8.1 This Agreement may be terminated, with or without cause, by either party with ninety (90) days prior written notice to the other party. No payments will be owed by Client to Bode for Services rendered under all validly executed and in-progress Batch Manifests after the date of termination, except that Bode will be permitted to wind up any work in progress up to thirty (30) days following the date of termination.

8.2 In the event of termination of this Agreement either as provided herein or upon expiration of this Agreement: (i) all Services will terminate thirty (30) days following the date of termination; (ii) the receiving party will promptly return all copies of Confidential Information to the disclosing party; (iii) any

Deliverables, in progress, whether or not complete, will be delivered, subject to the license provisions as recited under Article VII, Paragraph 7.4 and Article XIII, by Bode to Client if all amounts due and payable have been paid to Bode as provided hereunder; and (iv) Bode will submit a final invoice and receive payment as provided for under any and all Batch Manifests validly executed and in-progress in accordance with Article II.

8.3 Individual Batch Manifests may be terminated without terminating this Agreement based on the discretion of each party relative to the Services rendered under a particular Batch Manifest, subject to the obligations recited under Paragraph 8.2.

8.4 In the event a party breaches this Agreement, the aggrieved party will provide written notice of such breach (identifying the nature of the breach) to the breaching party and the breaching party will have a reasonable opportunity to cure (not to exceed ten (10) days) such breach to the non-breaching party's reasonable satisfaction. In the event the breach is not promptly cured, then either party may elect to terminate the Agreement immediately.

ARTICLE IX - USE OF NAMES/NON-SOLICITATION:

9.1 During the Term and following the termination of this Agreement, neither party will use the name of the other party, or the name of any of its subsidiaries or affiliated entities, in any advertising, literature or other publication material or as a reference unless the party seeking to do so seeks written permission from the other party, except that Bode may list Client on its customer list in any marketing materials, and collaterals and in any advertising medium. In addition, neither party will refer to any employee of the other without written permission to do so from the other party. This Paragraph 9.1 will survive termination of this Agreement.

9.2 Neither party will, directly or indirectly, solicit for employment, or advise or recommend to any other person that they solicit for employment, any employee or consultant of the other, who was connected with this Agreement or the Services specified in any and all such Batch Manifests, during the Term of this Agreement and for a period of one (1) year after termination and/or expiration of this Agreement.

ARTICLE X - WARRANTIES/ACCEPTANCE:

10.1 Bode represents and warrants to Client that it is an independent contractor that makes its services available to the general public, that it has its own regular place of business and that it maintains its own set of books and records, which reflect all items of income and expense of its business and trade. Bode will operate as an independent contractor and will not represent itself to be the agent, employee, partner or joint venturer of Client, nor will Client represent itself to be the agent, employee, partner or joint venturer of Bode. Neither party will obligate the other party in any manner, nor cause the other party to be liable under any contract or under any other type of commitment.

10.2 Bode represents and warrants that the Services performed in connection with each Batch Manifest issued hereunder will be of a professional quality.

10.3 Bode represents and warrants that the Deliverables developed, created and provided under the Batch Manifests will be original works, and that any third party material that is included in any such

Deliverables will be provided to Client with the same rights as provided under such third party obligations, and Bode will not grant any greater rights than provided by such third party.

10.4 If applicable, and as more particularly recited in or as addressed under a Batch Manifest, Bode will provide the Deliverables, identified under each Batch Manifest, for acceptance by Client. Except where otherwise recited in a Batch Manifest, such acceptance must occur within ten (10) days following the date of delivery of the Deliverables under the relevant Batch Manifest. During such ten (10) days, if Client identifies any problems or non-conformance, Client will notify, in writing, Bode of such problem or non-conformance, and Bode will be permitted thirty (30) days to correct and remedy the problem or non-conformance. Thereafter, Bode will provide a new or corrected Deliverable and the acceptance procedure will start again as provided herein. If Client fails to provide acceptance within such ten (10) days, the Deliverable will be deemed accepted under the acceptance criteria provided herein. If Client substantially modifies, without Bode's authorization, the Deliverable prior to acceptance, then acceptance will likewise be deemed to have occurred.

ARTICLE XI - LIMITATION OF LIABILITY AND REMEDY:

11.1 Bode represents and warrants that the Services performed in connection with each Batch Manifest issued hereunder will be of a professional quality.

ARTICLE XII - INTENTIONALLY DELETED

ARTICLE XIII - NO LICENSE:

13.1 Unless otherwise set forth in this Agreement, the sale of any Deliverables or rendering of Services will not confer upon Client any license, express or implied, under any patents, trademarks, trade name or other proprietary rights owned or controlled by Bode; it being specifically understood and agreed that all such rights are reserved to Bode.

ARTICLE XIV - OTHER:

14.1 The parties will comply with all applicable laws, rules, and regulations of the State of Mississippi.

14.2 Neither party will be deemed to have breached this Agreement by reason of delay or failure in performance resulting from causes beyond the control, and without the fault or negligence, of the party. Such causes include, but may not be limited to, an act of God, an act of war, riot, epidemic, fire, flood or other disaster. This Agreement will terminate, as provided under Article VIII, if such delay or failure persists for thirty (30) consecutive days and there is no foreseeable remedy or cure available.

14.3 With regard to the subject matter recited herein, this Agreement, any exhibits, any agreements referenced herein, and any addenda or amendments added hereto, comprise the entire understanding of the parties hereto and as such supersedes any oral or written agreement. In the event of a conflict between this Agreement and any other written agreement between the parties specifically covering the same Services or Deliverables, the terms and conditions of such agreement will prevail to the extent of such conflict. A conflict between the terms set forth herein and those set forth in a written Batch Manifest will be resolved in favor of the Batch Manifest. Notwithstanding the above, this Agreement will prevail over any differing or additional terms and conditions proposed by Client, including, without limitation, those contained in any invoice.

14.4 This Agreement will not be modified or amended except by writing signed by both parties. The signatories below acknowledge that the signatories are authorized to bind each party. All requirements for notices hereunder must be in writing. The parties further acknowledge that facsimile signatures or signatures in PDF format are fully binding and constitute a legal method of executing this Agreement.

14.5 If any of the provisions of this Agreement are declared to be invalid, such provisions will be severed from this Agreement and the other provisions hereof will remain in full force and effect.

14.6 Neither party will transfer, assign or hypothecate, in whole or in part, this Agreement or any rights or obligations hereunder, provided that Bode may hire or engage one or more subcontractors to perform certain Services pursuant to Paragraph 5.3 herein. In the event of any permitted assignment or transfer of this Agreement or the obligations under this Agreement, the parties agree that such obligations will be binding upon the assigning or transferring party's executors, administrators and legal representatives, and the rights of assignor or transferor will inure to the benefit of assignee or transferee.

14.7 Client warrants that all access to and users of the Deliverables are authorized users of Client.

14.8 The Agreement may be executed in one or more counterparts, each of which will be deemed to be a duplicate original, but all of which, taken together, will be deemed to constitute a single instrument.

14.9 In connection with a U.S. Government Licensee, the Deliverable and any associated documentation qualify as "commercial items" as that term is defined at Federal Acquisition Regulation ("FAR") 48 CFR 2.101, consisting of "commercial computer software" "and "commercial computer documentation" as such items are used in FAR 12.212, Consistent with FAR 12.212 and Department of Defense FAR (DFAR) Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated. U.S. Government Licensee will acquire the Deliverables and associated documentation with only those rights set forth in this Agreement. Further, any U.S. Government download, access and use of the Deliverables and associated documentation are "commercial computer software" and "commercial computer software documentation." As applicable and so marked with respect to the Deliverables and associated documentation, the U.S. Government will acquire the Deliverables and related documentation, the U.S. Government will acquire the Deliverables and related documentation with at least applicable Limited Rights and Restricted Rights as defined under the relevant and applicable FARs and DFARs.

14.10 This Agreement is governed by and construed and interpreted in accordance with the laws of the State of Mississippi. Any claim or dispute associated with or arising out of this Agreement will be resolved exclusively by a court of competent jurisdiction in the State of Mississippi.

14.11 NOTICES Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to BODE at:

Bode Cellmark Forensics, Inc. 10430 Furnace Road, Suite 107 Lorton, VA 22079

Attn: Contract Department

and to CLIENT at:

Jackson Police Department Address City, State, Zip code Attn:

Accepted and agreed to by the duly authorized signatories below:

BODE:

,

By: _____

its authorized agent

CLIENT:

Ву:_____

its authorized agent

Page **8** of **10**

I.

EXHIBIT A



Case Submission Form

Bode Bachmiczy 19430 Furnacs Rd. Sia 107 Lorton, VA 22079 Phone: 865-3253-443 Fac: 703-846-8741 bode.servos@tocdetech.com www.bocketech.com

Bode Technology Case Number (To be filed out by Leb):

Submitting Agency Reference/ Case Number:

Before Bode Technology can begin processing your case, this form must be filled out in its entirety. Please submit either along with the evidence or directly to Technical Services. Prior to submitting a case, please call Technical Services at 703-646-9740 x787 or toll free at 865-263-3443 x787

Submitting Agency:

Dale: _

Billing Information:	Method of Payment:		
Name:	Purchase Order #:		
Agency	Contract #:		
Address:	Credit Card: call 866-263-3443 x787 to provide		
City/State/Zip:	Other:		
Office Number:			
Fax Number:			
Email:			
Quote Number:			

Report Mailing Address:	Evidence Return:
Where the report will be senti. Note: FedEX cannol deliver to PO boxes.	All evidence and generated extracts will be returned to the address following the delivery of the case report, unless otherwise specified.
Name:	Name:
Agancy:	Agency:
Address:	Address:
City/State/Zip:	City/State/Zip:
Office Number.	Office Number:
Fax Number:	Fax Number:
Émail:	Email:
Authorized Point of Contact:	Additional Point of Contact:
Name:	Name:
Agency:	Agency:
Tille:	វិរដទ:
Office Number:	Office Number.
Cell Number:	Cell Number:
Fax Number:	Fax Number:
Email:	Email:

I hereby certify that the information provided on this Case Submission Form is accurate to the best of my knowledge. I understand that I will be charged for services according to the pricing that I have received.

Point of Contact Print Name

Point of Contact Signature

(((

Dale

Page 1

EXHIBIT B



Jackson Police Department March 30, 2023 Quote 0721-099GSA

Terms and Conditions

The pricing and scope of work attached is valid until June 30, 2023 unless entered into a contract. Terms of payment are Net-30 directly billed to the Client. All testing at Bode is subject to our <u>Terms and Conditions</u>.

Standard Turnaround Time for STR analysis: TBD

DNA Analysis

item Name	Description	GSA Price	10 % Discount (> 16 Samples Submitted)
S11E01 STR DNA analysis – Non-Differential Evidence Sample	DNA analysis for one prescreened non-differential evidence sample.	\$1426.80 per sample	\$1,284.12 per sample
S11501 STR DNA analysis Differential Evidence Sample	DNA analysis for one prescreened differential evidence sample.	\$1653.90 per sample	\$1488.51 per sample
Q11D01 DNA analysis- Stop at Quant	Samples stopped at quantification step.	\$834.36 per sample	\$750.92 per sample
511R01 DNA analysis- Reference Sample	DNA analysis (autosomal STR) for one reference sample (blood card or bucca) swab)	\$839.29 per sample	\$755.61 per sample

Testimony

Item Name	Description	Price
E11W02 Expert Witness Fee (Hourly)	Testimony charges are assessed for all time Analyst is not at work (to include travel time)	\$345.59 per hour per analyst plus travel expenses
Expert Witness Fee (Video)	Expert witness fee per hour for testimony via video feed.	\$345.59 per hour per analyst

Additional Services

Item Name	Description	Price
E11CD2 Comparison to a Previously Generated DNA Profile – Minimum 1 hour	Comparison when a reference standard is submitted after evidence is reported, requiring an additional report.	\$345.59 per hour

Page 1 of 2

18430 ± urnace Rd. Stc. 187 Lorton, VA 22079 (866) 263-3443 www.bodetech.com



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Jackson Police Department March 30, 2023 Quote 0721-099GSA

Iush Surcharges Item Name	Description	Price
^Forensic Biology, STR, Y-STR, miniSTR Analysis	S Business Days (1 week)	300% per sample
AForensic Biology, STR, Y-STR, minISTR Analysis	10 Business Days (2 weeks)	
^Forensic Biology, STR, Y-STR, minISTR Analysis	20 Business Days (3 weeks)	75% per sample

^Expedited Service availability must be confirmed by Bode Cellmark prior to submitting evidence. These fees are in additional to processing charges.

CONTRACT NUMBER: JACKSONPD-2023

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is entered into this _____ day of ______, <u>2023</u> (the "Effective Date"), by and between Bode Cellmark Forensics, Inc. ("Bode"), (Insert address) and <u>JACKSON POLICE DEPARTMENT</u> ("Client"), (Insert address). Bode and Client may be alternately referred to herein as "party," individually, and "parties," collectively.

ARTICLE I - PURPOSE:

Client desires to engage Bode to render certain professional Services and Deliverables, as those terms are hereafter defined; and Bode desires to render such Services and Deliverables under the terms and conditions of this Agreement.

The term "Services" means those forensic DNA Services, and other related Services that Client may request, and Bode may agree to provide from time to time.

The term "Deliverables" means any Case Report or other material that Client may request and Bode may agree to provide from time to time.

The parties have determined that the Services required by Client will vary in scope, Deliverables, requested personnel (including subcontractors) and performance period, and that such Services may occur from time to time, at Client's request, throughout the term of this Agreement. To accommodate each request for Services, Client will issue to Bode a completed "Batch Manifest" that will identify in detail each expected service request and the associated requirements. A sample Batch Manifest is shown in Exhibit A, attached hereto and incorporated herein by reference.

ARTICLE II - PAYMENT AND OTHER EXPENSES:

2.1 Prices are defined in <u>Exhibit B</u> and are valid for the term of this contract. Batch Manifests submitted to Bode must reference the corresponding quotation number or contract number in order to receive the quoted price. Client agrees to pay Bode the total amount specified for the performance of the Services described in a Batch Manifest. Unless otherwise indicated, prices do not include travel nor shipping.

2.2 Bode will be paid the amount as specified in this Agreement for the Services provided. Bode will invoice Client for the Services based on the amounts recited in Exhibit B associated with the Services. The invoice will contain a reasonable and sufficient explanation or itemization of the Services rendered under an associated Batch Manifest. Client will pay Bode within thirty (30) but no later than forty-five days of the date of Bode's invoice, unless otherwise specified in the Batch Manifest.

2.3 Bode reserves the right to assess a late fee equal to one and one-half percent (1.5%) per month or, if lower, the maximum amount permitted by applicable law, on all amounts not paid when due, calculated on a daily basis beginning with the first day following the invoice due date. Any check or remittance received from or for the account of Client may be accepted and applied by Bode against any indebtedness owing by Client, without prejudice to, or the discharge of, the remainder of any such indebtedness regardless of any condition, provision, statement, legend or notation appearing on, referring to or accompanying any check or remittance.

Page 1 of 10

2.4 If Client desires to change or modify the Services in any Batch Manifest, Client will so advise Bode, in writing. If such a change or modification appears to substantially change the Services as recited in a Batch Manifest, Bode and Client will negotiate in good faith an addendum to the Batch Manifest; provided that, the terms and conditions of the addendum are mutually agreeable and expressed as a writing signed by both parties hereto.

2.5 Client will be liable for any and all fees (including any sales, customs, import or the like taxes) levied by any local, state, country or international taxing government authority as applicable to the receipt of Services or Deliverables hereunder, and Bode will be entitled to invoice for such fees as such fees occur during or following the Term, as defined in Article III herein. Client will include such taxes with the payment or provide Bode with the appropriate information or documentation to support exemption from such taxes. Client will have no other or further liability to Bode with respect to any tax, duty, levy or like imposition for which Bode may be liable as a result of the supply of the Services or Deliverables.

2.6 Unless otherwise provided in this Agreement, Client will not be liable for any other expenses, costs or fees incurred by Bode in the performance of Services under a Batch Manifest other than those specifically identified herein or therein.

ARTICLE III - TERM:

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3.1 The "Term" of this Agreement will be for a period of twelve (12) months from the Effective Date, unless earlier terminated under the termination provisions of Article VIII.

3.2 Subject to prior approval by the governing authorities by the City of Jackson the parties may extend, upon mutual written agreement, the Term of this Agreement for two, one-year extension periods, as mutually determined by the parties, under the same terms and conditions as recited herein, however pricing may be revised prior to the exercise of each extension period.

3.3 It is understood by the parties that a Batch Manifest or service request may be terminated independently of this Agreement, and that a termination of one or more Batch Manifests or service requests does not result in termination of this Agreement, unless this Agreement is terminated as specified in Article VIII.

ARTICLE IV - SHIPMENT AND DELIVERY:

4.1 Except as otherwise provided in this Agreement, Client will bear all shipping and transport expenses.

4.2 Results and report dates are estimated as accurately as possible at the time orders are placed, unless Bode has given an expressly binding commitment. Reports are sent via email to the contact listed on the Batch Manifest. The case file will be provided upon request.

ARTICLE V - BODE'S REPORTING, DELIVERABLES, AND ENGAGEMENT OF SUBCONTRACTORS:

5.1 Bode will report to Client's Point of Contract, which will be identified in writing to Bode via the Batch Manifest.

5.2 Bode will provide to Client the Deliverables based on a schedule as specified in each Batch Manifest. If Client requires any other items, material, devices, software, documents, studies, data, analysis or reports which will be considered additional Deliverables, the creation and provision of such additional Deliverables will be the subject of a Batch Manifest as specified above in Paragraph 2.4.

5.3 Client acknowledges that Bode will be entitled to engage subcontractors to perform certain Services described in a Batch Manifest, which subcontractor will be under terms and conditions commensurate with this Agreement.

ARTICLE VI - CONFIDENTIAL AND/OR PROPRIETARY INFORMATION:

6.1 All non-public, confidential, or proprietary information of the parties ("Confidential Information"), including but not limited to specifications, samples, designs, plans, drawings, documents, data, business operations, customer lists, pricing, manuals, discounts or rebates, that the disclosing party discloses to the receiving party, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and regardless of whether marked, designated, or otherwise identified as "confidential," in connection with the Agreement is confidential, solely for the use of performing the Agreement, the Deliverables, or the Services, and may not be disclosed or copied unless authorized in advance by the disclosing party in writing. Upon the disclosing party's request, the receiving party will promptly return all documents and other materials received from the disclosing party.

6.2 In the event the receiving party or anyone to whom the receiving party supplies the Confidential Information receives a request under the terms of a subpoena or order issued by, or in conjunction with litigation pending in, a court of competent jurisdiction or a governmental body, to disclose all or any part of the Confidential Information, the receiving party agrees, to the extent lawful, to (i) promptly notify the disclosing party of the existence, terms, and circumstances surrounding the request; (ii) cooperate and consult with the disclosing party on the advisability of taking legal steps to resist, narrow the scope of, or limit the disclosure of such Confidential Information is required, furnish only that portion of the Confidential Information that, in the opinion of its counsel, the receiving party is required to disclose; and (iv) use its best efforts to enable the disclosing party, at its own expense, to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information that the disclosing party so identifies.

6.3 This Article VI does not apply to information that is: (i) in the public domain; (ii) known to the receiving party at the time of disclosure; or (iii) rightfully obtained by the receiving party on a non-confidential basis from a third party.

ARTICLE VII - INTELLECTUAL PROPERTY/ ACKNOWLEDGMENTS:

7.1 Intellectual Property is defined as any of Bode's Confidential Information as well as ideas, concepts, know-how, techniques, methods, processes, research, developments, software, in whatever form, documents, apparatus, devices, work products or expressions, having either patent, copyright, trade secret, maskwork or any other proprietary right, whether statutory or common law, associated therewith, which are developed, created or generated by Bode, either solely or jointly, during the Term of this Agreement and/or in the performance of Services under each Batch Manifest, and/or which arise under or relate to Bode's Confidential Information.

7.2 In the event that Intellectual Property is created, is generated, arose under, is related to or resulted from, as described above in Paragraph 7.1, Client acknowledges that the Intellectual Property, therein or associated therewith, will be held by, vested in and owned entirely by Bode. Client will execute, without additional consideration, all documents reasonably required to confirm Bode's ownership of such Intellectual Property and to secure protection thereon for Bode. Client acknowledges that this Agreement and the Services rendered under any Batch Manifest will not be construed as a "work for hire" or, in the alternative, as applicable, the generation and/or development of a work product will not be solely for the benefit and ownership of Client. Further, all associated and underlying Intellectual Property in any and all work products will solely vest in and be for the benefit and ownership of Bode; and as a result Client hereby assigns, transfers and conveys all rights, title and interests therein from Client to Bode, and this document will be considered to confirm such assignment, transfer and conveyance. In the event Client is unavailable or uncooperative after exercising reasonable efforts to obtain Client's signature to execute such additional required documents to confirm assignment, transfer and conveyance of the foregoing Intellectual Property, Client appoints Bode as its agent for the purpose of effectuating such confirmation of ownership and transfer of right, title and interest described herein, and to execute documents on behalf of Client to confirm such assignment, transfer and conveyance,

7.3 The Deliverables as described in the Batch Manifest will be delivered to Client subject to Article XIII, and Client will not in any way or manner, either by the inclusion of a corporate name, logo, copyright, marking, trademark or the like, in combination or otherwise, indicate that Client is the source, creator, generator or originator of any such Confidential Information related to the Confidential Information, Deliverables or holder or owner of associated Intellectual Property.

7.4 It is understood by Bode that Client will retain all rights, title and interests in any proprietary technology, including but not limited to, existing software or applications in Client's possession prior to the Effective Date hereof, and utilized by Bode in performing the Services under any Batch Manifest. However, if any portion of the Deliverables contains any of the foregoing, Client grants to Bode a worldwide, non-exclusive, irrevocable, royalty-free, fully paid-up, transferable, sub-licensable, perpetual license to use, in any manner, reproduce, modify, improve and prepare derivative works of the foregoing, in connection with performing the Services under this Agreement so as to provide the Deliverables. This Paragraph 7.4 will survive termination of this Agreement.

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10.1 Bode represents and warrants to Client that it is an independent contractor that makes its services available to the general public, that it has its own regular place of business and that it maintains its own set of books and records, which reflect all items of income and expense of its business and trade. Bode will operate as an independent contractor and will not represent itself to be the agent, employee, partner or joint venturer of Client, nor will Client represent itself to be the agent, employee, partner or joint venturer of Bode. Neither party will obligate the other party in any manner, nor cause the other party to be liable under any contract or under any other type of commitment.

10.2 Bode represents and warrants that the Services performed in connection with each Batch Manifest issued hereunder will be of a professional quality.

10.3 Bode represents and warrants that the Deliverables developed, created and provided under the Batch Manifests will be original works, and that any third party material that is included in any such

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ARTICLE XI - LIMITATION OF LIABILITY AND REMEDY:

11.1 Bode represents and warrants that the Services performed in connection with each Batch Manifest issued hereunder will be of a professional quality.

ARTICLE XII - INTENTIONALLY DELETED

ARTICLE XIII - NO LICENSE:

13.1 Unless otherwise set forth in this Agreement, the sale of any Deliverables or rendering of Services will not confer upon Client any license, express or implied, under any patents, trademarks, trade name or other proprietary rights owned or controlled by Bode; it being specifically understood and agreed that all such rights are reserved to Bode.

ARTICLE XIV - OTHER:

14.1 The parties will comply with all applicable laws, rules, and regulations of the State of Mississippi.

14.2 Neither party will be deemed to have breached this Agreement by reason of delay or failure in performance resulting from causes beyond the control, and without the fault or negligence, of the party. Such causes include, but may not be limited to, an act of God, an act of war, riot, epidemic, fire, flood or other disaster. This Agreement will terminate, as provided under Article VIII, if such delay or failure persists for thirty (30) consecutive days and there is no foreseeable remedy or cure available.

14.3 With regard to the subject matter recited herein, this Agreement, any exhibits, any agreements referenced herein, and any addenda or amendments added hereto, comprise the entire understanding of the parties hereto and as such supersedes any oral or written agreement. In the event of a conflict between this Agreement and any other written agreement between the parties specifically covering the same Services or Deliverables, the terms and conditions of such agreement will prevail to the extent of such conflict. A conflict between the terms set forth herein and those set forth in a written Batch Manifest will be resolved in favor of the Batch Manifest. Notwithstanding the above, this Agreement will prevail over any differing or additional terms and conditions proposed by Client, including, without limitation, those contained in any invoice.

14.4 This Agreement will not be modified or amended except by writing signed by both parties. The signatories below acknowledge that the signatories are authorized to bind each party. All requirements for notices hereunder must be in writing. The parties further acknowledge that facsimile signatures or signatures in PDF format are fully binding and constitute a legal method of executing this Agreement.

14.5 If any of the provisions of this Agreement are declared to be invalid, such provisions will be severed from this Agreement and the other provisions hereof will remain in full force and effect.

14.6 Neither party will transfer, assign or hypothecate, in whole or in part, this Agreement or any rights or obligations hereunder, provided that Bode may hire or engage one or more subcontractors to perform certain Services pursuant to Paragraph 5.3 herein. In the event of any permitted assignment or transfer of this Agreement or the obligations under this Agreement, the parties agree that such obligations will be binding upon the assigning or transferring party's executors, administrators and legal representatives, and the rights of assignor or transferor will inure to the benefit of assignee or transferee.

14.7 Client warrants that all access to and users of the Deliverables are authorized users of Client.

14.8 The Agreement may be executed in one or more counterparts, each of which will be deemed to be a duplicate original, but all of which, taken together, will be deemed to constitute a single instrument.

14.9 In connection with a U.S. Government Licensee, the Deliverable and any associated documentation qualify as "commercial items" as that term is defined at Federal Acquisition Regulation ("FAR") 48 CFR 2.101, consisting of "commercial computer software" "and "commercial computer documentation" as such items are used in FAR 12.212, Consistent with FAR 12.212 and Department of Defense FAR (DFAR) Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated. U.S. Government Licensee will acquire the Deliverables and associated documentation with only those rights set forth in this Agreement. Further, any U.S. Government download, access and use of the Deliverables and associated documentation constitutes the U. S. Government's acknowledgement that the Deliverables and associated documentation." As applicable and so marked with respect to the Deliverables and associated documentation. "As applicable and so marked with respect to the Deliverables and associated documentation." As applicable and so marked with respect to the Deliverables and associated documentation. "It acquire the Deliverables and Restricted Rights as defined under the relevant and applicable FARs and DFARs.

14.10 This Agreement is governed by and construed and interpreted in accordance with the laws of the State of Mississippi. Any claim or dispute associated with or arising out of this Agreement will be resolved exclusively by a court of competent jurisdiction in the State of Mississippi.

14.11 NOTICES Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to BODE at:

Bode Cellmark Forensics, Inc. 10430 Furnace Road, Suite 107

Page 7 of 10

Lorton, VA 22079 Attn: Contract Department

and to CLIENT at:

Jackson Police Department Address City, State, Zip code Attn:

Accepted and agreed to by the duly authorized signatories below:

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BODE:

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a.

Ву:_____

its authorized agent

CLIENT:

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Ву:_____

its authorized agent

EXHIBIT A



Case Submission Form

-Bode Technology 10430 Furnan Rd. Bie 107 Lotton, VA 2009 Phone: 005-223-3443 Fac: 703-649-9741 bode.sevite@bodetech.com verw.bodetech.com

Bode Technology Case Number (To be filed out by Lab):

Submitting Agency Reference/ Case Number:

Before Bode Technology can begin processing your case, this form must be filled out in its entirety. Please submit either along with the evidence or directly to Technical Services. Prior to submitting a case, please call Technical Services at 703-648-9740 x787 or toll free at 866-263-3443 x787

Submitting Agency:	Dute:	
Billing Information:	Method of Payment:	
Name:	Parchase Order #:	
Agency:	Gontract #:	
Address:	Credit Card: call 868-263-3443 x787 to provide	
City/State/Zip:	C Other:	
Office Number.		
Fax Number:		
Email:		
Quote Number:		

Report Mailing Address:	Evidence Return:
Where the report will be sent. Note: FedEX cannot deliver to PO brane.	All exhibition and garaxated extracts will be returned to this address following the delivery of the cese report, unless otherwise specified.
Nama:	Name:
Agency:	Agency:
Address:	Address:
City/State/Zip:	City/State/Zip:
Office Number.	Office Number:
Fax Number:	Fax Number:
Email:	Empil:
Authorized Point of Contact	Additional Point of Contact:
Name:	Name:
Agency:	Agency:
Title:	Title:
Office Number:	Office Namber:
Cell Number:	Cell Number:
Fax Number:	Fax Number:
Email:	Email:

I hereby certify that the information provided on this Case Submission Form is accuste to the best of my knowledge. I understand that I will be charged for services according to the pricing that I have received.

Point of Contact Print Name

Point of Contect Signature

Date

Page 1

EXHIBIT B



Jackson Police Department March 30, 2023 Quote 0721-099GSA

Terms and Conditions

The pricing and scope of work attached is valid until **June 30, 2023** unless entered into a contract. Terms of payment are Net-30 directly billed to the Client. All testing at Bode is subject to our <u>Terms and Conditions</u>.

Standard Turnaround Time for STR analysis: TBD

DNA Analysis

Item Name	Description	GSA Price	10 % Discount (> 16 Samples Submitted)
511E01 STR DNA analysis – Non-Differential Evidence Sample	DNA analysis for one prescreened non-differential evidence sample.	\$1426.80 per sample	\$1,284.12 per sample
511501 STR DNA analysis — Olffsrential Evidence Sample	DNA analysis for one prescreened differential evidence sample	\$1653.90 per sample	\$1488.51 per sample
Q11001 DNA analysis- Stop at Quant	Samples stopped at quantification step.	\$834.36 per sample	\$750.92 per sample
S11R01 DNA analysis- Reference Sample	DNA analysis (autosomal STRUtor one reference sample (blood card or buccal swab)	\$839.29 per sample	\$755,61 per sample

Testimony

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Item Name	Description	Price
E11W02 Expert Witness Fee (Hourly)	Testimony charges are assessed for all time Analyst is not at work (to include travel time)	S345.59 per nour per analyst plus travel expenses
Expert Witness Fee (Video)	Expert witness fee per hour for testimony via video feed.	\$345.59 per hour per analyst

Additional Services

Rem Name	Description	Price
E11C02 Comparison to a Previously Generated DNA Profile — Minimum 1 hour	Comparison when a reference standard is submitted after evidence is reported, requiring an additional report.	\$345.59 per hour



Jackson Police Department March 30, 2023 Quote 0721-099GSA

item Name	Description	Price
AForensic Biology, STR, Y-STR, miniSTR Analysis	5 Business Days (1 week)	300% per sample
AForensic Biology, STR, Y-STR, miniSTR Analysis	10 Business Days (2 weeks)	150% per sample
AForensic Biology, STR, Y-STR, miniSTR Analysis	20 Business Days (3 weeks)	75% per sample

*Expedited Service availability must be confirmed by Bode Cellmark prior to submitting evidence. These fees are in additional to processing charges.





ORDER REVISING THE FISCAL YEAR 2023 BUDGET OF THE CITY OF JACKSON DEPARTMENT OF INFORMATION TECHNOLOGY

WHEREAS, the City of Jackson, Department of Information Technology requests a revision to its 2022-2023 budget to pay Ringcentral, LiteCloud, AT&T Services, Kronos Maintenance, and OnSolve; and

WHEREAS, the Department of Information Technology recommends that the governing authorities for the City of Jackson transfer funds in the amount of \$367,216.33 to pay said vendors; 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 IT Department seeks to transfer funds from the available fund balance. This balance comprises the unassigned portion of the budget that remains after all expenses have been accounted for. Typically, this amount is reserved for unexpected situations or emergencies that may arise during the operating year; and

FUNDS TRA	NSFER FROM: Fund Balance	FUNDS TRANSFER TO: Fund 4 Revenue Account	
001-5899	-\$367,216.33	004-5911	\$367,216.33
Fund 4 Reven	ne Account	Technology Fund	
004-5911	-\$367,216.33	004-904.00-6419	\$367,216.33

WHEREAS, this transfer of Three Hundred Sixty-Seven Thousand, Two Hundred Sixteen Dollars and Thirty-Three Cents (\$367,216.33) is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, and this transfer does not exceed ten percent (10%) of the total budget amount appropriated to the Department of Information Technology in the Fiscal Year 2022-2023 Budget; and

WHEREAS, the IT Department requests the authority to pay said vendors for services provided and received by the city of Jackson.

IT IS, THEREFORE, ORDERED that the IT Department's Fiscal Year 2022-2023 budget be revised as set forth above and is hereby authorized to pay for Ringcentral, LiteCloud,

Agenda Item # **X** September 26, 2023 Reid, Lumumba

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AT&T Services, Kronos Maintenance, and OnSolve for services provided to and received by the city of Jackson.

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Office of the City Attorney



OFFICE OF THE CITY ATTORNEY

This ORDER REVISING THE FISCAL YEAR 2023 BUDGET OF THE CITY OF JACKSON DEPARTMENT OF INFORMATION TECHNOLOGY is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, City Attorney Sondra Moncure, Deputy City Attorney 4.4.



MEMORANDUM

Date: September 14, 2023

To: Mayor Chokwe Antar Lumumba

From: Dr. Muriel Reid, Director of Information Technology

Subject: Agenda Item for Council Meeting

Attached you will find an agenda item requesting revisions to FY2023 budget for the Department of Information Technology. This will move \$367,216.33 from the fund balance to the technology fund to cover a budget shortfall to pay for the technology services and maintenance.

(REID, LUMUMBA)

ITEM #: _____ DATE: _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

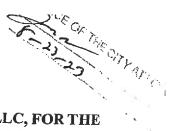
DATE

	POINTS	COMMENTS	
1.	Brief Description/Purpose	ORDER AMENDING THE FISCAL YEAR 2023 BUDGET OF THE CITY OF JACKSON DEPARTMENT OF INFORMATION TECHNOLOGY	
2.	Purpose	Requesting Revise the FY2023 budget for the Department of Information Technology	
3.	Who will be affected	Citywide	
4.	Benefits	Adjust the budget of Information Technology	
5.	Schedule (beginning date)	Upon Council Approval	
6.	 Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable 	Citywide	
7.	Action implemented by: City Department Consultant	Department of Information Technology	
8.	COST	Move \$367,216.33 from Fund 1 to Fund 4	
9.	Source of Funding General Fund Grant Bond Other	Move \$367,216.33 from Fund 1 to Fund 4	
10.	EBO participation	ABE%WAIVERyesnoN/AXAABE%WAIVERyesnoN/AXWBE%WAIVERyesnoN/AXHBE%WAIVERyesnoN/AXNABE%WAIVERyesnoN/AX	

Revised 2-04

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ORDER RATIFYING PAYMENT TO PEOPLE'S PLACE ENTERPRISE, LLC, FOR THE REMOVAL AND HAULING-AWAY OF DEBRIS OF THREE (3) FALLEN TREES FROM THE PETE BROWN GOLF COURSE THAT OCCURRED AFTER DAMAGING STORMS IN JULY 2023 (HARRIS, LUMUMBA)

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes municipalities to adopt orders concerning municipal affairs, finances, and property which is not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statue or law of the State of Mississippi; and

WHEREAS, the authority granted to governing authorities of municipalities pursuant to Section 21-17-5 of the Mississippi Code is complete without reference to any specific authority granted in any other statue or law of the State of Mississippi; and

WHEREAS, People's Place Enterprise, LLC, (People's Place Enterprise) has been registered with the Mississippi Secretary of State since September 25, 2017, and is currently in good standing; and

WHEREAS, People's Place Enterprise has a Certificate of Liability Insurance on file and has done work for the City of Jackson Parks and Recreation Department in the past; and

WHEREAS, damaging storms that occurred in July 2023 caused three (3) trees to collapse at the Pete Brown Golf Facility; and

WHEREAS, People's Place Enterprise provided a quote to remove the three (3) fallen trees and to haul-off the tree debris from the Pete Brown Golf Facility for Four Thousand Nine Hundred Dollars (\$4,900.00); and

WHEREAS, People's Place Enterprise has removed the three (3) fallen trees and has hauled away the tree debris from the Pete Brown Golf Facility; and

WHEREAS, the City of Jackson Parks and Recreation received and submitted invoice #112 for payment; thus

IT IS THEREFORE ORDERED that a payment in the amount of Four Thousand Nine Hundred Dollars (\$4,900.00) be made to People's Place Enterprise for removing three (3) fallen trees

Agenda Item # λ September 26, 2023 Hutton, Lumumba

1 Page

- The Propher Place Entreprise Formers Karllighton A. A.

and hauling off the debris from the Pete Brown Golf Facility and that said tree removal work, which has already been completed, be ratified.

ITEM. NO:
 DATE:

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:	Chokwe Antar Lumumba, Mayor	
	Office of the Mayor	
FROM:	Ison B. Harris, Jr., Director	
	Department of Parks & Recreation	
DATE:	August 23, 2023	
SUBJECT:	People's Place Enterprise	

Order ratifying payment to the People's Place Enterprise for the removal and hauling away of debris of three 93) fallen trees from the Pete Brown Golf Course that occurred after damaging storms in July 2023.

The Department believes accepting the quote and executing this agreement is in the best interest of the City and Department, and recommends this Order is approved.

IBHjr/sa

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CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: August 23, 202.

	POINTS	COMMENTS	
1.	Brief Description	Order ratifying payment to the People's Place Enterprise for the removal and hauling away of debris of three 93) fallen trees from the Pete Brown Golf Course that occurred after damaging storms in July 2023.	
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Youth & Education Neighborhood Enhancement Quality of Life	
3.	Who will be affected	City of Jackson.	
4.	Benefits	Allows the department to meet the demands and goals of the City of Jackson.	
5.	Schedule (beginning date)	Upon Council Approval	
6.	Location: WARD CITYWIDE (<u>yes</u> or no).(area) Project limits if applicable	Citywide	
7.	Action implemented by: City Department	Department of Parks & Recreation	
8.	ÇOST	4900.00	
9.	Source of Funding General Fund Grant Bond Other	FROM: Other Professional Services	
10.	EBO participation	ABE % WAIVER yes no $$ N/A $$ AABE % WAIVER yes no $$ N/A $$	
		WBE%WAIVERyesno $$ N/A $$ HBE%WAIVERyesno $$ N/A $$ NABE%WAIVERyesno $$ N/A $$	

INVOICE

People's Place Enterprises, LLC

4619 Nordell Drive Jackson, Ms 39206 601-497-3348

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BILL TO City of Jackson Purchasing Division P.O. Box 17Jackson, Ms 39205-0017 601-960-1025 vendorapp@city.jackson.ms.us	INVOICE # Invoice date	112 07/06/2023
DESCRIPTION		AMOUNT
Estimate/Contract		4,900.00

Pete Brown Golf Facility (3) fallen trees on golf course will be cut up and removed. All debris will be hauled away from the property.

TOTAL

\$4,900.00 USD

Thank you payment will due when job is completed.

TERMS & CONDITIONS



This is not an official certificate of good standing.

Name History		
Name		Name Type
People's Place Enterprise,LLC		Legal
Business Information		
Business Type:	Limited Liability Company	
Business ID:	1128694	
Status:	Good Standing	
Effective Date:	09/25/2017	
State of Incorporation:	Mississippi	
Principal Office Address:	4619 nordell drive Jackson, MS 39206	
Registered Agent		
Name		The design
Rodderick demon Stutts 4619 nordell drive jackson, MS 39206		
Officers & Directors		
Name	Title	
Rodderick demon stutts Jr 4619 nordell drive jackson, MS 39206	Manager	
Tenisha nicole stutts 4619 nordell drive jackson, MS 39206	Vice President	

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING PAYMENT TO PEOPLE'S PLACE ENTERPRISE, LLC, FOR THE REMOVAL AND HAULING-AWAY OF DEBRIS OF THREE (3) FALLEN TREES FROM THE PETE BROWN GOLF COURSE THAT OCCURRED AFTER DAMAGING STORMS IN JULY 2023 (HARRIS, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, City Attorney Justin Powell, Deputy City Attorney JP 812323

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ORDER REQUESTING APPROVAL TO PURCHASE A SMITHCO 7580 – ULTRA GREENS ROLLER THAT WAS LEASED FROM LADD'S FOR 48 MONTHS THROUGH PNC EQUIPMENT FOR THE MAINTENANCE OF THE GREENS AT THE PETE BROWN GOLF FACILITY IN THE AMOUNT OF SEVEN THOUSAND DOLLARS (\$7,000.00) (HARRIS, LUMUMBA)

WHEREAS, the City of Jackson Parks and Recreation Department leased a Smithco 7580 – Ultra Greens Roller from Ladd's for 48 months through PNC Equipment; and

WHEREAS, the 48-month lease for the Smithco 7580 – Ultra Greens Roller expired on March 19, 2023; and

WHEREAS, the City of Jackson Parks and Recreation Department used said greens roller during its lease term to maintain the greens at the Pete Brown Golf Facility; and

WHEREAS, the greens roller is still operable and in good condition; and

WHEREAS, the City of Jackson Parks and Recreation Department would like to purchase this greens roller for maintenance of golf course greens; and

WHEREAS, Ladd's provided the City of Jackson Parks and Recreation Department with an invoice to purchase the equipment for Seven Thousand Dollars (\$7,000.00) which is a fair and reasonable price for this equipment; and

WHEREAS, the City of Jackson Parks and Recreation Department is requesting permission to purchase the Smithco 7580 – Ultra Greens Roller; thus

IT IS HEREBY ORDERED, that the Mayor is approved to execute any documents needed to purchase the used Smithco 7580 – Ultra Greens Roller from Ladd's in the amount of Seven Thousand Dollars (\$7,000.00) from account number 005.504.30-6876.

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BY: HARRIS, LUMUMBA

ITEM NO:	22
DATE:	September 26,2023



6881 Appling Farms Parkway Memphis, TN 38133 Phone: (901) 324-8801 Fax: (901) 324-6814 Email: sales@bobladd.com

"Up your life with Ladd's" www.ladds.net Vemphis,TN Bator Rouge,LA Knoxville,TN Latte Rock, AR, Jackson, MS

INVOICE

Invoice: 01-313741 Date: 7/20/2023 PO: 23001622 Custld: CITY OF JACK2

Cust Email: Phone: Salesperson: User:

mvoltz@city.jackson.ms.us (601) 960-1905 n: SHuckabee KLander

Ship To: CITY OF JACKSON MS

Bill To: CITY OF JACKSON MS EMAIL ALL INVOICES TO: mvoltz@city.jackson.ms.us JACKSON, MS 39205

					1		
			Qty	Tax	Price	Discount	Net Price
item	Туре		1.0000		\$7,000.00		\$7,000.00
22898 / City of Jackson	UN	Smithco 7580	1,000		•••		
		S/N: T7752					
		UTE - Tournament Ultra Greens Roller Used				Total:	\$7,000.00
Totals				Sub To	stal		\$7,000.00
							\$0.00
			Total Tax: Invoice Total:				\$7,000.00
				Invers			
Forms of Paymen	t					Amount	
Туре	Desc	ription			\$7	,000.00	
Net30	Custo	omer Id: CITY OF JACK2			41		
	Payn	nent Terms: Net 30					
				Tot	al Forms of Pa		\$7,000.0
					Balance D	ue On This Inv	oice: \$7,000.0
						11	<u>2</u>].
							₹,

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A finance charge of 1.5% per month will be charged on all accounts not paid within invoice terms. Invoices paid on open account via credit card will be subject to a 3% convenience fee.

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Thank you for your business.

Lease Agreement

Dated as of <u>October 26, 2018</u> Lease Number 98982425-1

Lessor:	PNC Equipment Finance, LLC	
	995 Dalton Avenue	
anna a sugara a sa	Cincinnati, OH 45203	and a star provide the star star star star star star star star
-		FEDERAL TAX ID
Lessee:	LESSEE FULL LEGAL NAME	646000503
City	of Jackson (MS) Parks and Recreation	
) Woodrow Wilson Dr.	
Jack	son, MS 39213	1 The controllar
Equipment	See attached Certificate of Acceptance for Equipment	it Description
Description		
Rent	Lease Term is for 48 months, with Rent payments due in arre	ars 🖾 monthly; 🗌 quarterly; 🔤 semi-annually; 🗋 annually;
each in the an	nount of \$730.82 plus applicable tax beginning	
Payment Scl	hedule	and a total total and an the amounts and an the

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

- 1. LEASE. Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT. Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are the Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT. Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. Rent Payments under this Lease do not include the accrual of an interest portion. If Lessee's Rent payments are due in Advance, the first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee aigns this Lease. Lesser authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.

NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.

- 4. UNCONDITIONAL OBLIGATION. LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.
- 5. DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer and will contact the manufacturer for a description of warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
- TITLE AND SECURITY INTEREST. Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment, except as set forth in section 15.
- 7. USE, MAINTENANCE AND REPAIR. Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor personable access to the Equipment Location so that Lessor can check the Equipment's existence condition and money maintenance

Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for ar manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in go repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.

- TAXES. Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
- 9. INDEMNITY. Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
- 10. IDENTIFICATION. Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides Lessee.
- 11. LOSS OR DAMAGE. Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied Lessee's obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lesser's obligations under Section 14 of this Lease.
- 12. INSURANCE. Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all Lessee's obligations under this Lesse. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agree to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor neceives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
- 13. DEFAULT. Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
- 14. RÉMEDIES. Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the Lease Term, discounted at the higher of 3% or the lowest rate allowed by law, plus the Fair Market Value of the Equipment (collectively, the "Net Book Value"). Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor does not breach the peace sthat Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, any claims against Lessor will retain all of Lessor's rights against Lessor does so the regulate the Net Book Value by the amounts Lessor notice. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor will retain all of Lessor's rights against Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lesser is default.
- 15. LESSEE'S OPTION AT END OF LEASE. Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Rental Schedule on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Initial Term at a price equal to the Fair Market Value thereof, plus applicable taxes. "Fair Market Value" shall be equal to the value which would be obtained in an arms-length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal of the Equipment from its location of current use shall not be a deduction from such value. If Lessee and Lessor cannot agree on the Fair Market Value thereof, such value shall be determined by appraisal at the sole expense of Lessee. Appraisal shall be a procedure whereby two recognized independent appraisers, one chosen by Lessee and one by Lessor, shall mutually egree upon the amount in question. If the appraisers are unable to agree upon the amount in question, a third recognized independent appraisers' evaluation shall be binding and conclusive on Lessee and Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor 90 days' prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessor shall near options of the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent.
- 16. RETURN OF EQUIPMENT. If (a) default occurs, (b) a non-appropriation of funds occurs in accordance with Section 3, or (c) Lessee does not purchase the Equipment pursuant to Section 15, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
- 17. LESSEE'S REPRESENTATIONS AND WARRANTIES. Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which Lessee is located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements,

Lessee's governing body, and hold the offices indicated below their signature, each of which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease of the Equipment; and (k) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.

- LESSEE'S PROMISES. In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves Lessee's principal office or it changes names or its legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
- 19. ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT. Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.
- 20. ASSIGNMENT BY LESSOR. This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.
- 21. COLLECTION EXPENSES, OVERDUE PAYMENT. Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five percent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.
- 22. AGREED LEASE RATE FACTOR. Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that it has chosen to lease the Equipment from Lessor for the Lesse Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.
- 23. MISCELLANEOUS. This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. TIME IS OF THE ESSENCE IN THIS LEASE. If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. TO THE EXTENT THAT THIS LEASE IS FOUND TO NOT BE A TRUE LEASE, THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. Lesses authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquires as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
- 24. NOTICES. All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lesse, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
- 25. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE. Lessee represents and warrants to Lessor, as of the date of this Lease, the date of any renewal, extension or modification of this Lease, and at all times until the Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; or (ii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Anthority; (b) the proceeds of the Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States.

As used herein: "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries and direct and indirect owners; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance program maintained by any compliance subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

- 26. USA PATRIOT ACT NOTICE. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
- 27. WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL. To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies confared upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee's rights to: (a) cancel or repudiete this Lesse; (b) reject or revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise

4

RESOLUTION AND CERTIFICATE OF INCUMBENCY

Lease Number 98982425-1

Lessee: City of Jackson (MS) Parks and Recreation

Amount: \$38.282.29 - Financed Cost

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("the State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect therato; and

WHEREAS, pursuant to applicable taw, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

(each an "Authorized Representative") acting on behalf of the Lessee, ÓR is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Lesses on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lesse and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

NATURES AND TITLES	OF AUTHORIZ	ED REPRESE	NTATIVE	8: AUTHORIZED LEASE	SIGNORS ONLY	-
Cush	A.) Finnind	6	March	_ 4	ATRI
Name	6 march	Tel	Title	11	Signature	pro f
Name			Title		Signature	
	on this		20 .			

ADOPTED AND APPROVED on this

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Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the officers set forth opposite their respective names. The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: City of Jackson (MS) Parks and Recreation

funt. When and			[SEAL]	
Signature	of Secretary/Clerk of Lessee	14		
Print Official Date:	City and	Name: Title:		

CERTIFICATE OF ACCEPTANCE

Lesse Number 98982425-1

Quantity Description

- 1 Jacobsen Greesking IV Plus Riding Greensmower
- 1 Smithco 7576 Tournament Ultra Lite Greens Roller
- together with all attachments, tooling, accessories, appurtenances and additions thereto.

Lessee, through its authorized representative, hereby certifies to Lessor that:

- 1. The Equipment has been delivered to the location where it will be used, which is the Equipment Location given in the Lease Agreement ("Lease");
- 2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) functioning, and (d) in good working order;
- 3. Lessee accepts the Equipment for all purposes under the Lease as of ______, 20___ (the "Acceptance Date"), which is the date on which the Equipment was delivered and installed;
- 4. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes; and
- 5. Lessee is not in default under the Lease, no Non-Appropriation of Funds (as described in the Lease) has occurred, and all of Lessee's statements and promises set forth in the Lease are true and correct.

Lessor is hereby authorized to insert serial numbers on the Lease.

THIS CERTIFICATE OF ACCEPTANCE IS SIGNED THIS _____DAY OF ______20___

City of Jackson (MS) Parks and Recreation ("Lessee") whorizes MO Print D Title Date

3200 Woodrow Wilson Dr. Jackson, MS 39213

/A

intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY / INDEMNITY, MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT, WHICH CAUSED IT. Lessor will not be liable for speperformance of this Lesse or for any losses, damages, delay or failure to deliver Equipment.

28. IMPORTANT INFORMATION ABOUT PHONE CALLS. By providing telephone number(s) to Lessor, now or al any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

City of Jackson (MS) Parks and Recreation ("Lessee") í.s 3200 Woodrow Wilson Dr.

Jackson, MS 39213

PNC	Equi	pment	Finance	LLC
("Les	sor")			

X	
Authorized Signature	
Print Name	
Title:	

995 Dalton Ave. Cincinnati, OH 45203

OPINION OF COUNSEL

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of Mississippi.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of 14 ssye By: Print Terris Name N K F a Law firm: Killy JACKSON. (SISTIRF)

ORDER AMENDING PREVIOUS ORDER AUTHORIZING THE MAYOR TO APPROVE A LEASE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, AND PNC EQUIPMENT FINANCE, LLC FOR THE RENTAL OF ONE (1) NEW, JACOBSEN GREENSKING IV PLUS RIDING GREENSMOWER AND ONE (1) NEW, SMITHCO 7576 TOURNAMENT ULTRA LITE GREENS ROLLER.

WHEREAS, on November 6, 2018, the governing authorities for the City of Jackson approved an Order, which authorized the Mayor to execute a lease agreement between the City of Jackson and Ladd's Turf Golf and Utility Company for a forty eight (48) month rental of one (1) new Jacobsen Greensking IV Plus Riding Greensmower and one (1) new Smithco 7576 Tournament Ultra Lite Greens Roller at a cost of \$907.00 per month and a one-time document signing fee of \$250.00

WHEREAS, the order approved by the Jackson City Council on November 6, 2018 contained errors regarding the identity of the vendor agreeing to lease the equipment, and the cost terms;

WHEREAS, the lessor of the equipment is PNC Equipment Finance, LLC, and the rental cost terms are as follows: (1) monthly rental of \$730.82 and (2) \$250.00 document fee;

WHEREAS, PNC Equipment Finance, LLC tendered to the City an invoice dated October 26, 2018 indicating that the sum of \$1,039.29 is due thirty (30) days after acceptance; and

WHEREAS, the aforementioned invoice of PNC Equipment Finance, LLC included the sum of \$58.47 in sales tax, which may not be charged to the City because of its exempt status; and

WHEREAS, the sum of \$980.82 becomes payable to PNC Equipment Finance, LLC, following delivery and acceptance of the equipment; and

1

WHEREAS the lease agreement tendered by PNC Equipment Finance, LLC, provides that rent may be increased by PNC Equipment Finance, LLC by a sum not exceeding 15% because of changes in the equipment configuration; and

WHEREAS, the equipment is needed for daily operation and maintenance of the greens at the Sonny Guy Park Municipal Golf Course and the Buddy Butts Park Multiplex; and

IT IS HEREBY ORDERED that the prior Order of the Jackson City Council approved on November 6, 2018 be amended as follows:

(1) The Mayor shall be authorized to execute a lease with PNC Equipment Finance, LLC for the rental of a Jacobsen Greensking IIV Plus Riding GreensMower and a Smithco 7576 Tournament Ultra Lite Greens Roller for a period of forty-eight (48) months.

(2) The sum of \$980.82 may be paid to PNC Equipment Finance, LLC upon delivery, receipt, and inspection of the equipment identified in this order for the first month of rental and the \$250.00 document fee.

(3) The sum of \$730.82 may be paid to PNC Equipment Finance, LLC as monthly rental for the equipment during the lease term.

IT IS FINALLY ORDERED that a copy of said Lease Agreement be filed for record in the Office of City Clerk.

Council Member Stokes moved adoption; Council Member Banks seconded.

Yeas- Banks, Foote, Priester, Stamps, Stokes and Tillman. Nays- None. Absent- Lindsay.

STATEMENT OF VOTES

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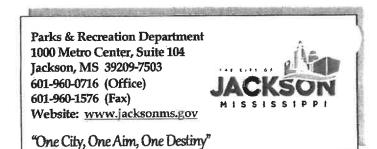
The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on February 19, 2019. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: August 29, 2023

	POINTS	COMMENTS
1.	Brief Description/Purpose	Order requesting approval to purchase a Smithco 7580- Ultra Greens Roller that was leased from Ladd's for 48- months through PNC equipment for the maintenance of the Greens at the Pete Brown Golf Facility in the amount (\$7,000.00)
2.	Public Policy Initiative1. Youth & Education2. Crime Prevention3. Changes in City Government4. Neighborhood Enhancement5. Economic Development6. Infrastructure and Transportation7. Quality of Life	 5. Economic Development 7. Quality of Life
3.	Who will be affected	Parks and Recreation Department
4.	Benefits	To ensure a positive working relationship is maintained to continue providing programs to the Citizens of Jackson, Mississippi.
5.	Schedule (beginning date)	Upon City Council approval.
6.	Location: • WARD	Citywide
	• CITYWIDE (yes or no) (area)	No
7.	 Project limits if applicable Action implemented by: City Department 	The Parks and Recreation Department – Pete Brown Golf Facility
8.	Consultant COST	Seven Thousand Dollars (\$7,000.00) To Ladd's
9.	Source of Funding General Fund Grant Bond Cothere	Account ло: 005.504.30-6876
10.	Other EBO participation	ABE%WAIVERYesNoN/AXAABE%WAIVERYesNoN/AXWBE%WAIVERYesNoN/AXHBE%WAIVERYesNoN/AXNABE%WAIVERYesNoN/AX

C



Memo

- TO: Mayor Lumumba
- **FROM:** Ison B. Harris, Jr., Director Department of Parks and Recreation
- **DATE:** August 29, 2023
- RE: Smithco 7580 Ultra Greens Roller Purchase

Order requesting approval to purchase a Smithco 7580- Ultra Greens Roller that was leased from Ladd's for 48- months through PNC equipment for the maintenance of the Greens at the Pete Brown Golf Facility in the amount (\$7,000.00)

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.

IBHjr/sa

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 it Cit and Char

OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING APPROVAL TO PURCHASE A SMITHCO 7580 – ULTRA GREENS ROLLER THAT WAS LEASED FROM. LADD'S FOR 48 MONTHS THROUGH PNC EQUIPMENT FOR THE MAINTENANCE OF THE GREENS AT THE PETE BROWN GOLF FACILITY IN THE AMOUNT OF SEVEN THOUSAND DOLLARS (\$7,000.00) (HARRIS, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.

23

Catoria Martin, City Attorney Justin Powell, Deputy City Attorney JP 9-6/23



ORDER AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH JONES REFRIGERATION, INC., FOR THREE THOUSAND FOUR HUNDRED TWENTY-FIVE DOLLARS AND FORTY-FOUR CENTS (\$3,425.44); KOMPLETE CONTRACTING SOLUTIONS, LLC, FOR FOUR THOUSAND NINE HUNDRED NINETY-NINE DOLLARS AND NINETY-FIVE CENTS (\$4,999.95); AND CAMP SERVICE & PARTS, INC., FOR FOUR HUNDRED EIGHTY DOLLARS AND FIFTY-TWO CENTS (\$480.52) TO REPAIR THE FOLLOWING ITEMS THAT WERE DAMAGED FROM A PARTIAL ROOF AND BACKWALL COLLAPSE THAT OCCURRED IN THE COMPRESSOR ROOM AT THE JACKSON ZOO: REPAIR OF A WALK-IN COOLER; DEMOLITION AND HAULING-OFF OF DEBRIS; AND CLEANING CONDENSER COILS (HARRIS, LUMUMBA)

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes municipalities to adopt orders concerning municipal affairs, finances, and property which is not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statue or law of the State of Mississippi; and

WHEREAS, the authority granted to governing authorities of municipalities pursuant to Section 21-17-5 of the Mississippi Code is complete without reference to any specific authority granted in any other statue or law of the State of Mississippi; and

WHEREAS, the City of Jackson Parks and Recreation Department would like to make repairs to the walk-in coolers, roof, and backwall that was severely damaged on August 02, 2023, when the roof collapsed; and

WHEREAS, the City of Jackson Parks and Recreation Department would like for the Mayor to execute an agreement with Jones Refrigeration, INC., (Jones Refrigeration) to make repairs to the walk-in cooler; and

WHEREAS, the City of Jackson Parks and Recreation Department would like the Mayor to execute an agreement with Komplete Contracting Solutions, LLC, (Komplete Contracting Solutions) to demo and haul-off materials from the collapsed roof and backwall of the compressor, as well as make necessary repairs; and

Agenda Item # 3 September 26,2023

WHEREAS, the City of Jackson Parks and Recreation Department would like the Mayor to execute an agreement with Camp Service & Parks, INC., (Camp Service & Parts) to clean condenser coils; and

WHEREAS, Jones Refrigeration, is registered with the Mississippi Secretary of State since December 31, 1998, and is currently in good standing; and

WHEREAS, Komplete Contracting Solutions is registered with the Mississippi Secretary of State since May 06, 2021, and is currently in good standing; and

WHEREAS, Camp Service & Parts is registered with the Mississippi Secretary of State since July 27, 1990, and is currently in good standing; and

WHEREAS, Jones Refrigeration will replace the compressor, compressor replacement material supplies, and freon on the walk-in cooler. The materials and labor will not exceed Three Thousand Four Hundred Twenty-Five Dollars and Forty-Four Cents (\$3,425.44); and

WHEREAS, Komplete Contracting Solutions will demo, haul-off roofing and backwall material, as well as make starting repairs to the compressor room at the Jackson Zoo. The demo, haul-off, staring repairs, and labor will not exceed Four Thousand Nine Hundred Ninety-Nine Dollars and Ninety-Five Cents (\$4,999.95); and

WHEREAS, Camp Service & Parts will clean condenser coils in the compressor room/walkin cooler. The materials and labor will not exceed Four Hundred Eighty Dollars and Fifty-Two Cents (\$480.52); thus

IT IS THEREFORE ORDERED that the Mayor be authorized to execute an Agreement, and any other documents necessary to affect the terms of said Agreement, with Jones Refrigeration for refrigeration repairs to the walk-in cooler located in the compressor room at the Jackson Zoo, with the total cost not to exceed Three Thousand Four Hundred Twenty-Five Dollars and Forty-Four Cents (\$3,425.44). Payment is to be made from account number 390-498.00-6317; and **IT IS FURTHER ORDERED** that the Mayor be authorized to execute an Agreement, and any other documents necessary to affect the terms of said Agreement, with Komplete Contracting Solutions for demo, haul-off of roofing and backwall materials, as well as to make starting repairs to the compressor room at the Jackson Zoo, with the total cost not to exceed Four Thousand Nine Hundred Ninety-Nine Dollars and Ninety-Five Cents (\$4,999.95). Payment to be made from account number 390-498.00-6461; and

IT IS FURTHER ORDERED that the Mayor be authorized to execute an Agreement, and any other documents necessary to affect the terms of said Agreement, with Camp Service & Parts for the cleaning of condenser coils located in the compressor room/walk-in cooler at the Jackson Zoo, with the total cost not to exceed Four Hundred Eighty Dollars and Fifty-Two Cents (\$480.52). Payment to be made from account number 390-498.00-6317.

ITEM. NO:	
DATE:	

4.(

Parks & Recreation Department 1000 Metro Center, Suite 104 Jackson, MS 39209-7503 601-960-0716 (Office) 601-960-1576 (Fax) Website: <u>www.jacksonms.gov</u>



"One City, One Aim, One Destiny"

Memo

TO:	Chokwe Antar Lumumba, Mayor
	Office of the Mayor
FROM:	Ison B. Harris, Jr., Director
	Department of Parks & Recreation
DATE:	August 21, 2023
SUBJECT:	COMPRESSOR ROOM (ZOO)

Order authorizing the Mayor to execute agreements with Jones Refrigeration, INC., Komplete Contracting Solutions, LLC, and Camp Service & Parts, Inc., to make various repairs to the roof, backwall, and walk-in cooler located in the compressor room at the Jackson Zoo. This damage occurred after a partial roof and backwall collapse.

The Department believes that accepting the quotes and executing the agreements are in the best interests of the City and Department and recommends that this Order be approved.

IBHjr/sa

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

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DATE: August 21, 2023

	POINTS	COMMENTS
1.	Brief Description	Order authorizing the Mayor to execute Agreements with Jones Refrigeration, Inc., for Three Thousand Four Hundred Twenty-Five Dollars And Forty-Four Cents (\$3,425.44); Komplete Contracting Solutions, LLC, for Four Thousand Nine Hundred Ninety-Nine Dollars and Ninety-Five Cents (\$4,999.95); and Camp Service & Parts, Inc., for Four Hundred Eighty Dollars And Fifty- Two Cents (\$480.52) to repair the following items that were damaged from a partial roof and backwall collapse that occurred in the compressor room at the Jackson Zoo: repair of a walk-in cooler; demolition and hauling- off of debris; and cleaning condenser coils (Harris, Lumumba)
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Neighborhood Enhancement Quality of Life
3.	Who will be affected	City of Jackson.
4.	Benefits	Allows the department to meet the demands and goals of the City of Jackson.
5.	Schedule (beginning date)	Upon Council Approval
6.	Location: WARD CITYWIDE (<u>yes</u> or no) (area) Project limits if applicable	Citywide
7.	Action implemented by: City Department	Department of Parks & Recreation
8.	COST	Jones Refrigeration - \$3,425.44 Komplete Contracting Solution - \$4,999.95 Camp Service & Parts - \$480.52
9.	Source of Funding General Fund Grant Bond Other	FROM: Other Repairs and Maintenance 390-498.00-6317
10.	EBO participation	ABE % WAIVER yes no √ N/A √

AABE WBE HBE NABE	%	WAIVER yes WAIVER yes WAIVER yes WAIVER yes	no $\frac{\sqrt{1}}{\sqrt{1}}$ no $\frac{\sqrt{1}}{\sqrt{1}}$ no $\frac{\sqrt{1}}{\sqrt{1}}$	N/A √ N/A √ N/A √ N/A √	
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Jones Refrigeration, Inc. P.O. Box 5945 Brandon, MS 39047 US 601-829-1384 Jonesrefrigerationinc@gmail.com



ADDRESS Jackson Zoo

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SHIP TO Jackson Zoo 2918 W Capital St. Jackson, MS 39209 Estimate 1204

DATE 08/09/2023

Option 1	
Replace compressor on walk-in cooler.	
Compressor Compressor 1 1,343.44	1, <u>343.44</u> T
Compressor Replacement Compressor 1 600.00 Material Supplies Replacement Material Supplies	600.00T
Freon Freon 8 75.00	600.00T
Labor 1 882.00	882.00T
SUBTOTAL	3,425.44
ТАХ	0.00
TOTAL \$3.	,425.44

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Accepted By

Accepted Date

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C	3
SECRETARY	Michael
OF STATE	Watson

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This is not an official certificate of good standing.

Name History		
	Na	Name Type
JONES REFRIGERATION, INC.	Le	Legal
Rusiness Information		
Business Type:	Profit Corporation	
Business ID:	665219	
Status:	Good Standing	
Effective Date:	12/31/1998	
State of Incorporation:	Mississippi	
Principal Office Address:	111 Longhorn Dr. Brandon, MS 39042	
Registered Agent		
Name		
RALPH JONES 108 PEACH TREE LN, PO BOX 5945 BRANDON, MS 39047		
Officers & Directors		
Name	Title	
Ralph Jones 108 Peach Tree Ln, Po Box 5945 Brandon, MS 39047	Incorporator	
Ralph T Jones 111 Longhorn Dr	Director, President	

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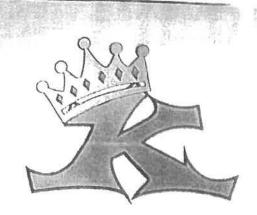
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	es Refrigeration, In	P.O. Box 5945	NS 39047 CA PLAK Signature required	29-1384			until: 30	In.SA	Price	\$1,343.44	\$600.00	\$75.00	\$882.00		
JACKSON, MS REQUEST FOR QUOTE FORM	Vendor Name: Jones Refrigeration, Inc.	Address: P.O. Bo	39209	Phone No.: 601-829-1384	Fux No.:	Date: 9/23	Quote Valid for or until: 30		Description of Items requested/Manufacturer/Services or work to be preformed/Minor Repairs Requested	SSOT	Compressor replacement material supplies				
			et, Jackson, J				bages			Compressor	Compre	Freon	Labor		Total
	Jackson Zoo	David L. Wetzel	2918 West Capitol Street, Jackson, MS	601-960-0655		2023	of 1		Quantity Requested/Units Measur./Sq.Ft./or Sq. Yds.	 					
				- 1		9 August 2023				 -	-	00	-		
	Division:	Requestor:	Address:	Phone No:	Fax No.:	Date:	1		Item No.	1	2	3	4		

CITY OF JACKSON

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Komplete Contracting Solutions 11.0 601-291-7633 PO Box 2379 Brandon, MS - 39043

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Prepared For City Of Jackson Zoo 2918 W Capitol St Jackson, MS 39209

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Estimate Date 08/03/2023

Estimate Number 1279

Description	Data	01	
	Rate	Qty	Line Total
Demo and haul off of roof and backwall in compressor room	\$4,999.95	1	\$4,999.95

Sublotal	4,999.95
Tax	0.00
Estimate Total (USD)	\$4,999.95

Terms

Payment of 1/2 is due upfront and remainder is due upon completion. Or full payment is due within 5 days of completion.

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Sylvester Houston113 Proctor DriveBrandon, MS 39042	Name Title	Officers & Directors	113 Proctor Drive Brandon, MS 39042	Name Colorator Houston	Registered Agent	Principal Office Address: Brandon, MS 39042	State of Incorporation: Mississippi	Effective Date: 05/06/2021	Status: Good Standing	Business ID: 1280541	Business Type: Limited Liability Company	Business Information	Komplete Construction, LLC	Komplete Contracting Solutions, LLC	Name History	This is not an official certificate of good standing.	SECRETARY OF STATE	Michael Watson	

	Camp Servio	e & Par	rts, Inc.	
	A	Box 352		
	Jackson,	MS 39	207	
6	01-353-9700		1-354-294	40
QUO	TE:		. 1	
To: Jac	Kson Zoo	Date:{	3/11/23	
2918 V	J Capitol st	Contact:_	Angela	
Jacks	on, m5 39209	Dept:	0	
Phone:	(001-940-4049	Fax:		
Oty	Pt. Number & D	escription	Unit Price	Total
4 168	KyoyA hrs Labor & Trou Truck charge Emergency processing		44.38	17.56
	WE DO NOT QUOTE F Price Good For 30 Da	ays Only	Sub. Total Sales Tax 7%	480.5
	Note: There is a 5% Cred	lit Cara ree	iTotal	
Approv	ed by:	E)ate:	
Emerge	ed by:	Ikin Fre	ezer down	A ,

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Robert Lynn Hupperich 328 Oakdale St	Irene C Howard 121 North State St, P O Drawer 1532 Jackson, MS 39215	Officers & Directors Name	Name Hupperich, Charles E 328 Oakdale St 39201;P O Box 3523 Jackson, MS 39207	Registered Agent	Principal Office Address:	State of Incorporation:	Effective Date:	Business in: Status:	Business Type:	Business Information	Name CAMP SERVICE & PARTS, INC.	Name History		
Assistant Secretary, President, Secretary, Treasurer, Vice President, Chairman, Chief Executive Officer		Title			Jackson, MS 39201	Mississippi 220 Octobring 200 Octobring	07/27/1990	Good Standing	Profit Corporation 573850		Legal	Name Tune	This is not an official certificate of good standing.	Michael Wutson SECRETARY OF STATE

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Jackson, MS 39201

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	arts Inc.			utred			days	Total Price	\$18.00	\$177.52	\$225.00	\$40.00	\$20.00	\$480.52
	Vendor Name: Camp Service & Parts Inc.	. Box 3523	City-Zip Jackson, MS 39207	Quoted By: Acc. (MANANA required Phone No.: 601-353-9700	354-2940	023	Quote Valid for or until: 30	Unit Price	\$18.00	\$44.38	\$90.00	\$40.00	\$20.00	Total
CITY OF JACKSON JACKSON, MS REQUEST FOR QUOTE FORM	Vendor Name	Address: P.O. Box 3523	39209		Fax No.: 601-354-2940	Date: 8/11/2023	pages Quote Valid	Description of Items requested/Manufacturer/Services or work to be preformed/Minor Repairs Requested	Condesor Coil Cleaner	R404 A Freon	Labor & Travel	Truck Charge	Emergency Processing	
	Division: Jackson Zoo	Remector: Angela White	Address: 2918 West Capitol Street Jackson, MS	Bhama Mar. 601-960-0655		/2023	0f 1	Quantity Requested/Units Measur./Sa.Ft./or Sa. Yds.		4lbs	2.5 hours	-	-	They are not at
	Division: J	Remetar	Address: 2	Dhand No.	Env No .	Date: 8/11/2023	Page No. 1	Item No.						

2025/5072

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 AGREEMENTS WITH JONES REFRIGERATION, INC., FOR THREE THOUSAND FOUR HUNDRED TWENTY-FIVE DOLLARS AND FORTY-FOUR CENTS (\$3,425.44); COMPLETE CONTRACTING SOLUTIONS, LLC, FOR FOUR THOUSAND NICE HUNDRED NINETY-NINE DOLLARS AND NINETY-FIVE CENTS (\$4,999.95); AND CAMP SERVICE & PARTS, INC., FOR FOUR HUNDRED EIGHTY DOLLARS AND FIFTY-TWO CENTS (\$480.52) TO REPAIR THE FOLLOWING ITEMS THAT WERE DAMAGED FROM A PARTIAL ROOF AND BACKWALL COLLAPSE THAT OCCURRED IN THE COMPRESSOR ROOM AT THE JACKSON ZOO; REPAIR OF A WALK-IN COOLER; DEMOLITION AND HAULING-OFF OF DEBRIS; AND CLEANING CONDENSER COILS (HARRIS, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, City Attorney Justin Powell, Deputy City Attorney <u>JP</u> 8-23/23



ORDER AMENDING PREVIOUSLY APPROVED ORDER TO CORRECT INCORRECT 'ACCOUNT NUMBERS THAT WERE USED IN THE PREVIOUS ORDER, SAND ORIGINAL ORDER WAS APPROVED AT THE AUGUST 29, 2023, CITY COUNCIL MEETING (HUTTON, LUMUMBA)

WHEREAS, this Order will amend an Order that was previously approved by the City Council on August 29, 2023; and

WHEREAS, the previously approved Order contained incorrect account numbers; and

WHEREAS, the previously approved Order was titled "ORDER AMENDING THE FISCAL YEAR 2022-2023 BUDGET FOR THE DEPARTMENT OF PARKS AND RECREATION TO TRANSFER TWENTY THOUSAND DOLLARS (\$20,000.00) LOCATED IN THE "RECREATIONAL SUPPLIES" CATEGORY AND NINE THOUSAND DOLLARS (\$9,000.00) LOCATED IN THE "NON-CAPITALIZED EQUIPMENT" CATEGORY TO THE "OTHER PROFESSIONAL SERVICES" CATEGORY TO COVER FENCE REPAIR/ REPLACEMENT AND DISC GOLF PARK INSTALL AT LIVINGSTON PARK"; and

WHEREAS, the previous Order was approved unanimously with Councilmembers Banks, Foote, Grizzell, Hartley, Lee, Lindsay, and Stokes voting yea; and

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WHEREAS, the incorrect account numbers in the previous Order all began with 404 but should have begun with 401 as shown below; and

WHEREAS, all other information in the previously approved Order is correct and will not be amended; and

WHEREAS, the previously approved Order will be attached to this Order; and

WHEREAS, shown below is a table showing the correct account numbers along with the money that is to be transferred;

Category	Account No.	Decrease	Increase	Total
Recreational Supplies	401-501.30-6221	\$20,000.00		
Non-Capitalized Equipment	401-501.30-6240	\$9,000.00		
Other Professional Services	401-501.30-6419		\$29,000.00	\$29,000.00

Agenda Item # A T September 26, 2023 Hutton, Lumumba

Parks & Rec/Order Amending Previously Approved Order Page 1 of 2

IT IS THEREFORE ORDERED, that the Order described above that was approved by the City Council at its August 29, 2023, meeting is hereby amended to reflect the correct account numbers as shown in the table above; and

IT IS FURTHER ORDERED, that all aspects of the previously approved Order are still in effect and authorized other than the account numbers which have been amended pursuant to this current Order as shown above.

(HUTTON, LUMUBA)

ITEM NO.:	
DATE:	

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: September 8, 2023

	POINTS	COMMENTS
1.	Brief Description	Order amending the account number to the authorized budget revision to amend the 2022/2023 Fiscal Year Budget for the City of Jackson Department of Parks and Recreation, to transfer Twenty Thousan Dollars (\$20,000.00) located in the "Recreational Supplies" Category and Nine Thousand Dollars (\$9,000.00) located in the "Non-Capitalized Equipment" Category, totaling Twenty-Nine Thousand Dollar (\$29,000.00) to the Other Professional Services to cover repair replacement and Disc Golf Park install at Livingston Park.
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Youth & Education Neighborhood Enhancement Quality of Life
3.	Who will be affected	Youth, citizens, and guests in the city of Jackson.
4.	Benefits	Allows the department to meet the demands and goals of the City of Jackson.
	Schedule (beginning date)	Upon Council Approval
6.	Location: WARD CITYWIDE (<u>yes</u> or no) (area)	Citywide
7.	Project limits if applicable Action implemented by: City Department Consultant	Department of Parks & Recreation
8.	COST	(\$29,000.00) Twenty-Nine Thousand Dollars
9.	Source of Funding General Fund Grant Bond Other	 FROM: Recreational Supplies Category 401-501.30-6221 Non-Capitalized Equipment 401-501.30-6240 TO: Other Professional Services 401-501.30-6419
10.	EBO participation	ABE%WAIVERyesno $$ N/A $$ AABE%WAIVERyesno $$ N/A $$ WBE%WAIVERyesno $$ N/A $$ HBE%WAIVERyesno $$ N/A $$ NABE%WAIVERyesno $$ N/A $$

Parks & Recreation Department 1000 Metro Center, Suite 104 Jackson, MS 39209-7503 601-960-0716 (Office) 601-960-1576 (Fax) Website: <u>www.jacksonms.gov</u>



"One City, One Aim, One Destiny"

Memo

SUBJECT:	BUDGET AMENDMENT (LIVINGSTON PARK)
DATE:	September 08, 2023
FROM:	Department of Parks & Recreation
	Office of the Mayor
TO:	Chokwe Antar Lumumba, Mayor

Order amending the authorized budget revision to amend the 2022/2023 Fiscal Year Budget for the City of Jackson, Department of Parks and Recreation, to transfer Twenty Thousand Dollars (\$20,000.00) located in the "Recreational Supplies" Category and Nine Thousand Dollars (\$9,000.00) located in the "Non-Capitalized Equipment" Category, totaling Twenty-Nine Thousand Dollars (\$29,000.00) to the Other Professional Services to cover repair/ replacement and Disc Golf Park install at Livingston Park.

The Department believes accepting the Order and executing this agreement is in the best interest of the City and Department, and recommends this Order is approved.

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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

Mr.

OFFICE OF THE CITY ATTORNEY

This ORDER AMENDING PREVIOUSLY APPROVED ORDER TO CORRECT INCORRECT ACCOUNT NUMBERS THAT WERE USED IN THE PREVIOUS ORDER. SAID ORIGINAL ORDER WAS APPROVED AT THE AUGUST 29, 2023 CITY COUNCIL MEETING is legally sufficient for placement in NOVUS Agenda.

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Catoria Martin, City Attorney Justin Powell, Deputy City Attorney JP 1/20/23



ORDER REQUESTING RATIFICATION AND PAYMENT FOR REPAIR SERVICES PERFORMED BY UNITED PLUMBING & HEATING COMPANY TO A DAMAGED WATER MAIN LOCATED AT THE PETE BROWN GOLF FACILITY IN THE AMOUNT OF THREE THOUSAND SIX HUNDRED FIFTY-NINE DOLLARS AND SEVENTY-FIVE CENTS (\$3,659.75) (HUTTON, LUMUMBA)

WHEREAS, United Plumbing and Heating Company provided repair services to a damaged water main and leak at the Pete Brown Golf Facility on August 28, 2023; and

WHEREAS, United Plumbing and Heating Company is a Mississippi for-profit corporation created on October 19, 1973, and is currently in good standing with the State of Mississippi; and

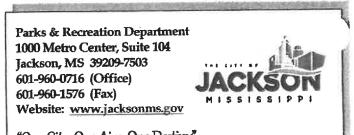
WHEREAS, United Plumbing and Heating Company's repairs to the damaged water main and leak totals Three Thousand Six Hundred Fifty-Nine Dollars and Seventy-Five Cents (\$3,659.75); thus

IT IS THEREFORE ORDERED, that the above-described repair work be ratified and that a payment in the amount of Three Thousand Six Hundred Fifty-Nine Dollars and Seventy-Five Cents (\$3,659.75) be approved and made to United Plumbing and Heating Company from account no. 404-501.33-6419.

BY: HUTTON, LUMUMBA

ITEM NO:	25
DATE:	September 26,2023

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"One City, One Aim, One Destiny"

Memo

To:Mayor Chokwe LumumbaFrom:Stephen Hutton, Interim Director
Department of Parks & RecreationDate:September 18, 2023Re:Payment Ratification - United Plumbing and Heating Company

Order ratifying a payment for plumbing repairs provided by United Plumbing and Heating Company, Inc. to a damaged water main at the Pete Brown Golf Facility, in the amount \$3,659.75.

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.

SH/sa

United Plumbing & Heating Co., Inc

1929 Midway Street Jackson, MS 39204 US +1 6013734717 unitedplumbmct@aol.com

INVOICE

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BILL TO City of Jackson P.O. Box 17 Finan Division/Accts. Pay Jackson, MS, 3920	yable	-SHIP TO City of Jackson Sunny Guy Golf Cou 3200 West Woodrow Avenue Jackson, MS, 39209	DU	INVOICE # 1013445-1 DATE 08/28/2023 DUE DATE 09/27/2023 TERMS Net 30			
SALES REP Chuck & Tyler							
Ondon o Tylor							
DATE	ACTIVITY	DES	CRIPTION	QTY	RATE	AMOUNT	
08/24/2023	Custom		ch Hymax plings	2	625.00	1,250.00T	
08/24/2023	Custom	6 in pipe	ch pressure	15	2.25	33.75T	
08/28/2023	-Service Call	Mai	nt	22	108.00	2,376.00T	
a. 11	24 17 18		81 • I S	* - *			
Sunny Guy Golf Course	e		SUBTOTAL			3,659.75	
3200 West Woodrow V			TAX (0)			0.00	
Jackson, MS, 39209			TOTAL			3,659.75	
Dug up 6 inch water ma Inch Delta iron pipe wit turn the water on tester	h 6 inch schedule 40	ouse replaced 15 feet of 6. high pressure water main	BALANCE DU	E		\$3,659.75	

United plumbing is not responsible for any landscaping or grass replacement

DUE UPON COMPLETION

Complaints must be made within 30 days. Any amount unpaid after 180 days, will result in a 5% interest fee added monthly. If no payment is made within 180 days, we have the authority to remove our property without being held responsible for damages in the removal of said materials and/or turned over for collections.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: <u>09/18/2023</u>

	POINTS	COMMENTS
1.	Brief Description/Purpose	Order ratifying a payment for plumbing repairs provided by United Plumbing and Heating Company, Inc. to a damaged water line at the Pete Brown Golf Facility, in the amount \$3,659.75.
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	5. Economic Development 7. Quality of Life
3.	Who will be affected	Parks and Recreation Department
4.	Benefits	Provided repair services to a damaged water line on August 28, 2023
5.	Schedule (beginning date)	Upon City Council approval.
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	Citywide No
7.	Action implemented by: City Department	The Parks and Recreation Department
8.	COST	Three-Thousand Six Hundred Fifty-Nine Dollars and Seventy-Five Cents (\$3,659.75)
9.	Source of Funding General Fund Grant Bond Other	Account No. 404-501.33-6419
10.	EBO participation	ABE%WAIVERYesNoN/AXAABE%WAIVERYesNoN/AXWBE%WAIVERYesNoN/AXHBE%WAIVERYesNoN/AXNABE%WAIVERYesNoN/AX

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Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING RATIFICATION AND PAYMENT FOR REPAIR SERVICES PERFORMED BY UNITED PLUMBING AND HEATING COMPANY TO A DAMAGED WATER MAIN LOCATED AT THE PETE BROWN GOLF FACILITY IN THE AMOUNT OF THREE THOUSAND SIX HUNDRED FIFTY—NINE DOLLARS AND SEVENTY-FIVE CENTS (\$3,659.75) (HUTTON, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, City Attorney Justin Powell, Deputy City Attorney JP 8/20/23

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ORDER RATIFYING SERVICES PERFORMED AND PAYMENT TO SPORTS FLOORS, INC., FOR PROVIDING FLOOR MAINTENANCE TO GYM FLOORS LOCATED AT KURT'S GYMNASIUM AND WESTSIDE GYMNASIUM IN THE AMOUNT OF THREE THOUSAND SEVEN HUNDRED NINETY-SIX DOLLARS AND FORTY-EIGHT CENTS (\$3,796.48)

WHEREAS, Sports Floors, Inc., (Sports Floors) provided floor maintenance to gymnasium floors located at Kurt's Gymnasium and Westside Gymnasium, both of which are city-owned facilities; and

WHEREAS, the gymnasium floor maintenance described above was performed in December 2022; and

WHEREAS, Sports Floors charged Three Thousand Seven Hundred Ninety-Six Dollars and Forty-Eight Cents (\$3,796.48) for the maintenance of both gymnasium floors; thus

IT IS HEREBY ORDERED, that the above-described gymnasium floor maintenance be ratified and that payment in the amount of Three Thousand Seven Hundred Ninety-Six Dollars and Forty-Eight Cents (\$3,796.48) be made to Sports Floors from account number 005.501.26-6419.

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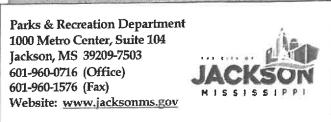
BY: HUTTON, LUMUMBA

ITEM NO:	26
DATE:	September 26, 2023

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: September 14, 2023

	POINTS	COMMENTS
1.	Brief Description/Purpose	Order ratifying payments for services performed by Sports Floors Inc., who provided floor maintenance to the gym floors at Kurt's Gymnasium and Westside Gymnasium in the amount of Three Thousand Seven Hundred Ninety-Six and Forty-Eight Cents (\$3,796.48)
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 7. Quality of Life
3.	Who will be affected	Parks and Recreation Department
4.	Benefits	To ensure a positive working relationship is maintained to continue providing programs to the Citizens of Jackson, Mississippi.
5.	Schedule (beginning date)	Upon City Council approval.
6.	Location: • WARD • CITYWIDE (yes or no)	Citywide No
	(area)Project limits if applicable	
7.	Action implemented by: City Department	The Parks and Recreation Department
8.	COST	Three Thousand Seven Hundred Ninety-Six and Forty-Eight Cents (\$3,796.48) To Sports Floors, Inc.
9.	Source of Funding • General Fund • Grant • Bond • Other	Other Professional Services : 005-501.26-6419
10.	EBO participation	ABE % WAIVER Yes No N/A X AABE % WAIVER Yes No N/A X WBE % 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



"One City, One Aim, One Destiny"

Memo

то:	Mayor Lumumba
FROM:	Stephen Hutton, Interim Director Department of Parks and Recreation
DATE:	September 14, 2023
RE:	Payment Ratification (Sports Floors)

Order ratifying payments for services performed by Sports Floors Inc., who provided floor maintenance to the gym floors at Kurt's Gymnasium and Westside Gymnasium in the amount of Three Thousand Seven Hundred Ninety-Six and Forty-Eight Cents (\$3,796.48)

The Department of Parks and Recreation & the Jackson Zoo recommends that this Order be submitted for the Council's consideration.

Thank you.

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SH/sva

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Sports Floors Inc.

6651 Reese Rd. MEMPHIS, TN 38133 US 901-452-9492 heather@sportsfloorsinc.com www.sportsfloorsinc.com



INVOICE

BILE TO City of Jackson Charles Melvin 1000 Metro Cer Jackson, MS 39	nter Ste 104		INVOICE DATE TERMS DUE DATE	1034 12/01/2022 Due Upon R 12/01/2022	eceipt	
DATE	SCHVITY	DESCENTION	QUY	RATE	ANOL.	NY
	65-1 - S&R 1	City of Jackson, MS Annual Gym Floor Maintenance - Kurt's Gym & Westside Gym - S&Rx1 Oil Year 2 of 3	1	3,796.48	3,796	.48
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		SUBTOTAL			3,796	.48
		TAX			0	.00
		TOTAL			3,796	.48
		BALANCE DUE		-	\$3,7	8

SPORTS FLOORS INC. w D

MARCH 11, 2021

MS CERTIFICATE OF RESPONSIBILITY #: 11744

TO: **CHARLES MELVIN**

BUILDING; KURT'S & WESTSIDE GYM LOCATION: JACKSON, MS

where a set of the set

WE PROPOSE TO FURNISH MATERIALS AND LABOR FOR THE ABOVE MENTIONED BUILDING AS FOLLOWS:

OPTION 1 - ONE YEAR PRICE

SCREEN & RECOAT - KURT'S & WESTSIDE GYMNASIUM (APPROX. 12,270 SQ. FT.)

- SCREEN THE GYM FLOOR
- TACK THE FLOOR CLEAN

APPLY ONE (1) COAT OF MFMA APPROVED OIL-BASED FINISH .

OPTION 1 PRICE: \$4,251.08 ___ (PLACE A CHECK MARK IN THIS FIELD TO SELECT)

OPTION 2 · THREE YEAR PRICE

SCREEN & RECOAT - KURT'S & WESTSIDE GYMNASIUM (APPROX. 12,270 SQ. FT.)

- SCREEN THE GYM FLOOR .
- * TACK THE FLOOR CLEAN
- APPLY ONE (1) COAT OF MFMA APPROVED OIL-BASED FINISH .

\$3,796.48 EACH YEAR FOR THREE YEARS Y (PLACE A CHECK MARK IN THIS FIELD TO SELECT) **OPTION 2 PRICE:**

UNDER NO CIRCUMSTANCES SHOULD TAPE BEUSED ON A WOOD FLOORIN

ILLANS & LONEYTHINS (Revised 1/2025)

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	of UK1 5 FLOURS, INC.
Accepted:	• Paulette S. <u>Heney</u>
The	Tuie President
Gate:	Date: 03/22/2021

501.80-4317

www.sportsfloorsinc.com

901-452-9492 Office% 901-452-9250 Fax 8800-881-6440 Toll Free

SPORTS ELOODS INV

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Office of the City Attorney

C. B. C.

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

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING SERVICES PERFORMED AND PAYMENT TO SPORTS FLOORS, INC., FOR PROVIDING FLOOR MAINTENANCE TO GYM FLOORS LOCATED AT KURT'S GYMNASIUM AND WESTSIDE GYMNASIUM IN THE AMOUNT OF THREE THOUSAND SEVEN HUNDRED NINETY-SIX DOLLARS AND FORTY-EIGHT CENTS (\$3,796.48) is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, City Attorney Justin Powell, Deputy City Attorney <u>JP 9/20/2</u>3



ORDER RATIFYING PAYMENTS FOR SERVICES PERFORMED BY DURHAM SCHOOL SERVICES, WHO PROVIDED SUMMER ENRICHMENT TRANSPORTATION SERVICES IN THE AMOUNT OF THREE THOUSAND AND FORTY DOLLARS (\$3,040.00) (HARRIS, LUMUMBA)

WHEREAS, Durham School Services provided transportation services for the City of Jackson Parks and Recreation Department Programming Division for the students who participated in the 2023 Summer Enrichment Program at the Grove Park Community Center; and

WHEREAS, said transportation services totaled Three Thousand and Forty Dollars (\$3,040.00); and

WHEREAS, the City of Jackson Parks and Recreation Department Programming Division used Durham School Services transportation services on June 16, June 23, June 30, July 07, July 14, and July 21, 2023; thus

IT IS HEREBY ORDERED, that a payment in the amount of Three Thousand and Forty Dollars (\$3,040.00) be made to Durham School Services for providing the above listed services for the Department of Parks and Recreation.

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BY: HARRIS, LUMUMBA

ITEM NO:	21
DATE:	September 26,2023

		Invoice	Invoice #:	306	60045287
SCHOOL SERVICES			Date:		06/05/23
			Customer #:		49219
S O Parks and Recreation				REMIT	ro;
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				\$	3,040.00

10# 232 Jules

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City of Jackson

Quotation Request Form-Department of Parks and Recreation-Programming Division

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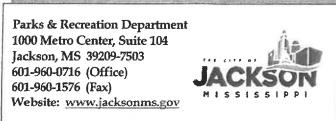
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CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: August 28, 2023

	POINTS	COMMENTS
1.	Brief Description/Purpose	Order ratifying payments for services performed by Durham School Services, who provided transportation services for the 2023 Summer Enrichment Program in the amount of Three Thousand and Forty Dollars (\$3,040.00)
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 7. Quality of Life
3.	Who will be affected	Parks and Recreation Department
4.	Benefits	To ensure a positive working relationship is maintained to continue providing programs to the Citizens of Jackson, Mississippi.
5.	Schedule (beginning date)	Upon City Council approval.
6.	Location: • WARD • CITYWIDE (yes or no) (area)	Citywide No
7.	 Project limits if applicable Action implemented by: City Department 	The Parks and Recreation Department
	Consultant	
8.	COST	Three Thousand and Forty Dollars (\$3,040.00) To Durham School Services
9.	Source of Funding General Fund Grant Bond Other	Other Professional Services : 005-501.25-6419
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 NABE % WAIVER Yes No N/A X



"One City, One Aim, One Destiny"

Memo

- TO: Mayor Lumumba
- **FROM:** Ison B. Harris, Jr., Director Department of Parks and Recreation
- **DATE:** August 28, 2023
- **RE:** Payment Ratification (Durham School Services)

Order ratifying payments for services performed by Durham School Services, who provided transportation services for the 2023 Summer Enrichment Program in the amount of Three Thousand and Forty Dollars (\$3,040.00).

The Department of Parks and Recreation & the Jackson Zoo recommends that this Order be submitted for the Council's consideration.

Thank you.

IBHjr/sa

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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

in Willing

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING PAYMENTS FOR SERVICES PERFORMED BY DURHAM SCHOOL SERVICES, WHO PROVIDED SUMMER ENRICHMENT TRANSPORTATION SERVICES IN THE AMOUNT OF THREE THOUSAND AND FORTY DOLLARS (\$3,040.00) (HARRIS, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, City Attorney Justin Powell, Deputy City Attorney JP 9-16/23

Date

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ORDER RATIFYING REPAIR WORK AND PAYMENT FOR TRACTOR REPAIRS PROVIDED BY AGUP EQUIPMENT COMPANY (DOING BUSINESS AS AGUP EQUIPMENT) TO A TRACTOR FOR THE PETE BROWN GOLF FACILITY IN THE AMOUNT OF TWO THOUSAND ONE HUNDRED EIGHT DOLLARS AND EIGHTY-FIVE CENTS (\$2,108.85) (HUTTON, LUMUMBA)

WHEREAS, AGUP Equipment Company (doing business as AGUP Equipment) provided repair services on a tractor located at the Pete Brown Golf Facility; and

WHEREAS, AGUP Equipment is a Mississippi for-profit corporation created August 26, 1968, that is currently in good standing with the State of Mississippi; and

WHEREAS, AGUP Equipment provided repair services to the tractor for the Pete Brown Golf Facility on June 15 and June 16, 2023; and

WHEREAS, AGUP Equipment repaired the tractor including battery and cabling with wiring, harnesses, etc., totaling Two Thousand One Hundred Eight Dollars and Eighty-Five Cents (\$2,108.85); thus

IT IS THEREFORE ORDERED, that the above-described repair work is ratified and that a payment in the amount of Two Thousand One Hundred Eight Dollars and Eighty-Five Cents (\$2,108.85) be made to AGUP Equipment from account no. 005-504.30.6317.

28
September 26, 2023

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 09/18/2023

	POINTS	COMMENTS			
1.	Brief Description/Purpose	Order ratifying a payment for tractor repairs provided by Mississippi Ag Company to a tractor for the Pete Brown Golf Facility, in the amount \$2,108.85.			
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	5. Economic Development 7. Quality of Life			
3.	Who will be affected	Parks and Recreation Department			
4.	Benefits	Provided services to the tractor on June 15, 2023 and June 16, 2023.			
5.	Schedule (beginning date)	Upon City Council approval.			
6.	Location: • WARD • CITYWIDE (yes or no) (area)	Citywide No			
7.	 Project limits if applicable Action implemented by: City Department Consultant 	The Parks and Recreation Department			
8.	COST	Two-Thousand One Hundred Eight Dollars and Eighty-Five Cents (\$2,108.85)			
9.	Source of Funding • General Fund • Grant • Bond • Other	Account No. 005-504.30.6317 - \$2,108.85			
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 NABE % WAIVER Yes No N/A X			



"One City, One Aim, One Destiny"

Memo

To:	Mayor Chokwe Lumumba
From:	Stephen Hutton, Interim Director Department of Parks & Recreation
Date:	September 18, 2023
Re:	Payment Ratification – MS AG Company

Order ratifying a payment for tractor repairs provided by Mississippi Ag Company to a tractor for the Pete Brown Golf Facility, in the amount \$2,108.85.

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.

SH/sa

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JOHN DEERE	EQUIPMENT

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Received By:

Thank You for Your Business!

Terms: Payment Due Upon Receipt of Statement. All accounts not paid in full by the due date are subject to a FINANCE CHARGE up to the Lessor of 18% Per Annum or the maximum amount allowed by state law. Minimum finance charge is \$0.50.

Returns: All Parts Returns must be returned within 30 days from invoice date in New, Saleable condition, the unopened original packaging. RETURNABLE Parts are subject to a minimum 15% Restocking fee. A load parts, paints, chemicals, and special ordered items are Non-Returnable.

Disclaimer of Warranties: Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warrantly of merchantability of fitness for a particular purpose, and the seller neither assumes nor authorized any other person to assume for it any fiability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by taw. Title to all items remains with AGUP Equipment Company until Purchase Price, Interest, and any other charges are fully paid



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CONTINUED ON PAGE 03

ived By:

Thank You for Your Business!

Terms: Payment Due Upon Receipt of Statement. All accounts not paid in full by the due date are subject to a FINANCE CHARGE up to the Lessor of 16% Per Annum or the maximum amount allowed by state law. Minimum finance charge is \$0.50.

Returns: All Parts Returns must be returned within 30 days from invoice date in New, Saleable condition, and in the unopened original packaging. RETURNABLE Parts are subject to a minimum 15% Restocking fee. All electrical parts, paints, chemicals, and special ordered items are Non-Returnable.

Disclaimer of Warranties: Any warranties on the product sold hereby are these made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability of fitness for a particular purpose, and the seller neither assumes nor authorized any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law. Title to all items remains with AGUP Equipment Company until Purchase Price, interest, and any other charges are fully paid.

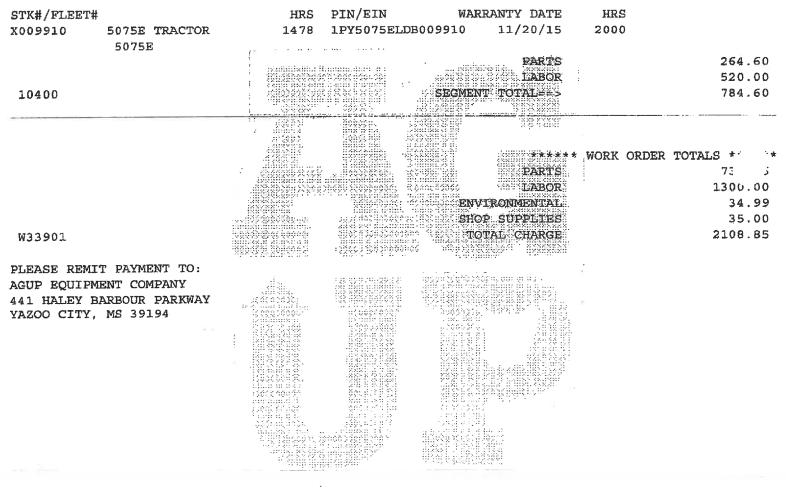


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www.AgUp.com

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Thank You for Your Business!

Terms: Payment Due Upon Receipt of Statement. All accounts not paid in full by the due date are subject to a FINANCE CHARGE up to the Lessor of 19% Per Annum or the maximum amount allowed by state law. Minimum finance charge is \$0.50. Returns: All Parts Returns must be returned within 30 days from invoice date in New, Saleable condition, a unopened original packaging. RETURNABLE Parts are subject to a minimum 15% Restocking fee. A^y all parts, paints, chemicals, and special ordered items are Non-Returnable.

Disclaimer of Warranties: Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability of fitness for a particular purpose, and the seller neither assumes nor authorized any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law. Title to all items remains with AGUP Equipment Company until Purchase Price, Interest, and any other charges are fully paid



City of Jackson, MS 200 South Presidents Street Jackson, MS 39201

Bill To

Ship To SONNY GUY GOLF COURSE 3200 WOODROW WILSON JACKSON, MS 39213

Purchase Order

Fiscal Year	2023	Page 1 of 1
1.200	Purchase	Order
Purchase Orde	r Number	23001606
Purchase Order Date		07/13/2023
Department	PARKS AI	D RECREATIONAL SERV

City reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms here of including the warranties of the seller.

Vendor
MISSISSIPPI AG COMPANY
MISSISSIPPI AG COMPANY
P.O. BOX 689
CANTON, MS 39046

VENDOR	PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUN	IBER	BUYER NAME	DE	LIVERY REFERENCE
601 - 859-4	136 <u>SCO</u>	TMYERS@AGUP.COM	70105	4575		Monica Oliver		
NOTES	- Station	AND A CARE	State of the second		61.32	Con aller		
REPAIR (BOLF COURSE TRAC	TOR						
ITEM #	DESCRIPTION				QUANTITY	NOM	UNIT PRICE	EXTENDED PRICE
1	WIRING HARNE				1.0000	EA	\$52.6700	\$52.57
2	BATTERY CABLE				1.0000	EA	\$72.1600	\$72.16
3	ROD				2.0000	EA	\$21,2300	\$42.46
1	FLANGE NUT				2,0000	EA	\$0.6200	\$1.24
6	NUT				2.0000	EA	\$1.4600	\$2.92
B	CLAMP				1.0000	EA	\$23,4900	\$23.49
7	FILTER ELE				1,0000	EA	\$25.4100	\$25.41
3	WET CHARGED BA	т			1.0000	EA	\$206.0000	\$206.00
9	FREIGHT				1,0000	EA	\$40.0000	\$40.00
10	LABOR				1.0000	EA	\$780.0000	\$780.00
11	MISCELLANEOUS				1.0000	EA	\$46.8000	\$46.80
2	FUEL FILTER				1.0000	EA	\$201,1300	\$201.13
13	ADAPTER				1.0000	EA	\$12.9600	\$12.86
4	ELBOW FITTIN				1,0000	EA	\$50.5100	\$50.51
5	LABOR				1.0000	EA	\$520.0000	\$520.00
6	MISCELLANEOUS				1.0000	EA	\$31,2000	\$31.20

Note: Upon delivery of goods or services and receipt of your invoice, your claim for payment will be entered upon the claim document and payment allowed at the next regular meeting of the city council, as prescribed by state law.

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Purchasing Manager





This is not an official certificate of good standing.

Name History	-
Name	Name Type
AGUP Equipment Company	Legal
Mississippi AG Company	Previous Legal
PEASTER TRACTOR, INC.	Previous Legal
Business Information	
Business Type:	Profit Corporation
Business ID:	111980
Status:	Good Standing
Effective Date:	08/26/1968
State of Incorporation:	Mississippi
Principal Office Address:	441 Haley Barbour Parkway Yazoo City, MS 39194
Registered Agent	
Name	
Pugh, George Leyden, Jr. 441 Haley Barbour Pkwy Yazoo City, MS 39194	
Officers & Directors	
Name	Title
George Leyden Pugh, Jr 441 N Industrial Pkwy Yazoo City, MS 39194	Director, President
Robert Pugh	
PO Box 40	Director, Vice President
Portland, AR 71663	
Gus-Pugh	
PO Box 40 Portland, AR 71663	Director, Secretary, Treasurer

Office of the City Attorney

455 East Capitol Street

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

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING REPAIR WORK AND PAYMENT FOR TRACTOR REPAIRS PROVIDED BY AGUP EQUIPMENT COMPANY (DOING BUSINESS AS AGUP EQUIPMENT) TO A TRACTOR FOR THE PETE BROWN GOLF FACILITY IN THE AMOUNT OF TWO THOUSAND ONE HUNDRED EIGHT DOLLARS AND EIGHTY-FIVE CENTS (\$2,108.85) (HUTTON, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.

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Catoria Martin, City Attorney Justin Powell, Deputy City Attorney JP 9-29-23



RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION ADOPTED ON AUGUST 22, 2023, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT PROTEST DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; AND AUTHORIZING THE ISSUANCE OF SAID BONDS AND/OR BOND AND/OR LOAN.

WHEREAS, the Mayor and City Council of the Jackson of Jackson, Mississippi (the "<u>Governing Body</u>"), acting for and on behalf of the City of Jackson, Mississippi (the "<u>City</u>"), hereby finds, determines, adjudicates and declares as follows:

Heretofore, on August 22, 2023, the Governing Body adopted a resolution entitled 1. **"RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY** COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, TO ISSUE EITHER GENERAL OBLIGATION BONDS OF THE CITY IN ONE OR MORE TAXABLE OR TAX-EXEMPT SERIES, AND/OR ISSUE A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK IN ONE OR MORE TAXABLE OR TAX-EXEMPT SERIES, AND/OR ENTER INTO A TAXABLE AND/OR A TAX-EXEMPT LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED NINE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$9,500,000) TO RAISE MONEY FOR THE PURPOSE OF (A) REPAIRING, IMPROVING, ADORNING AND EQUIPPING THE ARTS CENTER OF MISSISSIPPI AND THE RUSSELL C. DAVIS PLANETARIUM AND FOR OTHER AUTHORIZED PURPOSES IN CONNECTION WITH SAME INCLUDING CONSTRUCTING, IMPROVING AND PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS AND PUBLIC PARKING FACILITIES (COLLECTIVELY, THE "CONSTRUCTION PROJECT"), ALL PURUSANT TO SECTIONS 21-33-301 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 31-25-1 ET SEQ., **MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO** TIME; (B) PROVIDING FOR THE PAYMENT IN FULL OR IN PART OF THE OUTSTANDING \$7,500,000 (ORIGINAL PRINCIPAL AMOUNT) CITY OF JACKSON. **MISSISSIPPI TAX-EXEMPT GENERAL OBLIGATION PLANETARIUM BOND,** SERIES 2022, DATED DECEMBER 22, 2022 AND THE CORRESPONDING \$7,500,000 **MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2022** (JACKSON, MISSISSIPPI TAX-EXEMPT GENERAL OBLIGATION PLANETARIUM BOND PROJECT) DATED DECEMBER 22, 2022; (C) PURSUING AN ADDITIONAL SUBSIDY AND/OR FINANCING FOR THE CONSTRUCTION PROJECT BY PARTICPATING AND UTILIZING FEDERAL NEW MARKET TAX CREDITS PURUSANT TO SECTION 45D OF THE INTERNAL REVENUE CODE OF 1986. AND/OR SECTION 57-105-1 ET SEQ., MISSISSIPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME (THE "NMTC FINANCING"); (D) AUTHORIZING THE USE OF A PUBLIC ENTITY, INCLUDING BUT NOT LIMITED TO, THE JACKSON REDEVELOPMENT AUTHORITY IN CONNECTION WITH THE NMTC FINANCING; (E) ENTERING INTO OR APPROVING VARIOUS LEASES, LOANS AND OTHER FINANCING ARRANGEMENTS WITH THE PUBLIC ENTITY FOR THE NMTC TRANSACTION, (F) PROVIDING FOR CAPITALIZED INTEREST,

> Agenda Item # 29 September 26, 2023 Scott, Lumumba

IF NECESSARY, AND (G) PAYING THE COSTS OF BORROWING ASSOCIATED WITH THE ISSUANCE OF BONDS, THE LOAN AND/OR THE NMTC FINANCING, DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES." (the "Intent Resolution") wherein the Governing Body indicated its intent to (a) issue general obligation bonds of the City, in one or more series, in a total aggregate principal amount not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000), (b) issue a general obligation bond of the City, in one or more series, to be sold to the Mississippi Development Bank (the "Bank") in a total aggregate principal amount not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000), and/or (c) enter into a loan with the Bank to borrow money from the Bank in a total principal amount not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000), as the date and hour for any protest to be made and filed against the issuance of such general obligation bonds, general obligation bond and/or loan as described in the Intent Resolution.

2. As required by law and as directed by the Intent Resolution, said Intent Resolution was published once a week for at least three (3) consecutive weeks in *The Mississippi Link* and/or *The Clarion Ledger*, newspapers published in the City, and having a general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days before September 26, 2023, and the last publication to be not more than seven (7) days prior to such date, as evidenced by the publisher's affidavit heretofore presented and attached hereto as **EXHIBIT A**.

3. On or prior to 10:00 o'clock a.m. on September 26, 2023, no written protest against the issuance of such general obligation bonds, general obligation bond and/or loan as described in the Intent Resolution, had been filed or presented by qualified electors of the City with the City Clerk of the City (the "<u>City Clerk</u>") in her office located in City Hall.

4. The Governing Body did meet at its usual meeting place in City Hall at 10:00 o'clock a.m. on September 26, 2023, and the Governing Body does hereby find, determine and adjudicate that no protest against the issuance of the general obligation bonds, general obligation bond and/or loan as described in the Intent Resolution had been duly filed with the City Clerk on or before 10:00 o'clock a.m. on September 26, 2023 as required by the Intent Resolution.

5. The Governing Body is now authorized and empowered by the provisions of Sections 21-33-301 et seq., Mississippi Code of 1972, as amended (the "City Bond Act") and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended (the "Bank Act" and together with the City Bond Act, the "Act") and other applicable laws of the State of Mississippi, to issue such general obligation bonds, general obligation bond and/or loan as described in the Intent Resolution, all in a total aggregate principal amount of not to exceed \$9,500,000 without any election on the question of the issuance thereof at any time within a period of two (2) years after September 26, 2023.

6. The amount of the general obligation bonds, general obligation bond and/or loan so proposed to be issued, when added to the outstanding indebtedness of the City, will not exceed any constitutional or statutory limitation of indebtedness.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY AS FOLLOWS:

SECTION 1. That the Mayor and City Council of the City of Jackson, Mississippi (the "Governing Body"), acting for and on behalf of the City of Jackson, Mississippi (the "City"), is authorized by the City Bond Act to issue its \$9,500,000 Taxable General Obligation Bond, Series 2023 (the "Series 2023 City Bond") for sale to the Bank for the issuance of its \$9,500,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2023 (Jackson, Mississippi General Obligation Planetarium Improvement Bond Project) (the "Series 2023 Bonds") for the purposes set forth in the City Bond Act and Bank Act, including, but not limited to raise money for the purpose of funding a portion of the (a) repairing, improving, adorning and equipping of the Arts Center of Mississippi and the Russell C. Davis Planetarium and for other authorized purposes in connection with same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities and for other authorized purposes under the Act (the "Construction Project"), (b) providing funds to Jackson Redevelopment Authority, an Urban Renewal Agency created under the Urban Renewal Act ("JRA") in connection with the NMTC Financing (defined below) for the Construction Project, (c) providing for the payment in full of the Series 2022 Bonds (as defined in the Series 2023 City Bond Resolution), (d) pursuing additional subsidy for the Construction Project by participating and utilizing federal New Markets Tax Credits pursuant to Section 45D of the Internal Revenue Code of 1986, as amended and/or Mississippi Equity Investment Tax Credits pursuant to Sections 57-105-1, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "MS NMTC Act") (collectively, the "NMTC Financing") to finance the Construction Project, (e) authorizing the use of a Public Entity (the "Public Entity"), including but not limited to the Jackson Redevelopment Authority to be utilized as defined specifically pursuant to § 57-105-1 (7)(b)(iii) of the MS NMTC Act as well as a "Public Benefit Corporation" as defined specifically pursuant to § 57-105-1 (7)(b)(ii) of the MS NMTC Act ("Public Benefit Corporation"); (f) entering into or approving various leases, loans, development agreements and other financing arrangements with the Public Entity, Public Benefit Corporation or other NMTC Financing participants for the purpose of utilizing NMTC Financing as may be approved by further action of the Governing Body; (g) providing for capitalized interest, if necessary, for the Series 2023 City Bond, and (h) paying the costs of borrowing associated with the issuance of the Series 2023 Bonds, the Series 2023 City Bond and the NMTC Financing (collectively, (a) through (h), the "Project").

SECTION 2. The Series 2023 Bonds or the Series 2023 City Bond may be issued in one or more series and, if issued, will be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate, or amount upon all the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the Series 2023 Bonds or the Series 2023 City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Series 2023 Bonds or the Series 2023 City Bond Resolution adopted by the Governing Body in connection with the issuance of the Series 2023 Bonds or the Series 2023 City Bond. The Loan will be payable from available revenues of the City and will

110

not constitute an indebtedness of the City within the meaning of any constitutional or statutory restrictions, limitations, or provisions, and the taxing power of the City will not be pledged to the payment of the Loan.

SECTION 3. The Series 2023 Bonds and/or the Series 2023 City Bond and/or Loan shall be issued and offered for sale in accordance with the further orders and directions of this Governing Body.

[Remainder Intentionally Left Blank]

Council Member _____ made the motion and Council Member _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Yeas:

Nays:

Abstained:

Absent:

The President of the Council then declared the resolution passes and adopted this the 26th day of September 2023.

APPROVED BY:

/s/ PRESIDENT OF THE CITY COUNCIL

/s/ MAYOR

ATTEST:

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/s/ CITY CLERK

(SEAL)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET _____ September 21, 2023 _____.

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DATE

	DOINT	COMMENTS
POINTS		RESOLUTION FINDING AND DETERMINING
1.	Brief Description	RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION ADOPTED ON AUGUST 22, 2023, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT PROTEST DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; AND AUTHORIZING THE ISSUANCE OF SAID BONDS AND/OR BOND AND/OR LOAN
2.	Public Policy Initiative1. Youth & Education2. Crime Prevention3. Changes in City Government4. Neighborhood Enhancement5. Economic Development6. Infrastructure and Transportation7. Quality of Life	1, 4, 5, 7
3.	Who will be affected	Students and learners statewide, tourists and visitors of the Planetarium, surrounding communities.
4.	Benefits	This resolution is for The Mayor and City Council of Jackson, Mississippi, to confirm that the Planetarium project General Obligation Bond Intent Resolution passed on August 22, 2023 was properly made public as the law demands, and that no significant objections to the August resolution were received from eligible voters, therefore authorizing the issuing of the discussed bonds and/or loan.
5.	Schedule (beginning date)	September 26, 2023
6.	Location: • WARD	-Ward 7-
	 CITYWIDE (yes or no) (area) 	Yes
	 Project limits if applicable 	

Department of Human & Cultural Services



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

MEMORANDUM

To:	Mayor Chokwe Antar Lumumba
From:	Dr. Pamela Scott Department of Human and Cultural Services
Date:	September 21, 2023

Subject: No Protest Resolution

On August 22, 2023, an Intent Resolution was passed pursuant to the 2023 Planetarium Project General Obligation Bond. Attached you will find a resolution for The Mayor and City Council of Jackson, Mississippi, to confirm that the earlier one was properly made public as the law demands, and that no significant objections to the August resolution were received from eligible voters, therefore authorizing the issuing of the discussed bonds and/or loan.

Please free to contact Mike Williams with any questions or clarifications you may have.

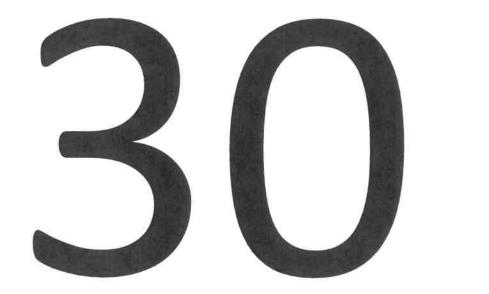
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION ADOPTED ON AUGUST 22, 2023 WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT PROTEST DESCRIBED IN SAID RESOLUTION HAS BEEN FILLED BY THE QUALIFIED ELECTORS; AND AUTHORIZING THE ISSUANCE OF SAID BONDS AND/OR BOND AND/OR LOAN is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, City Attorney Sondra Moncure, Deputy City Attorney ____



OFFICE OF THE CIT ATTORNEY **RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF** JACKSON, MISSISSIPPI (I) AUTHORIZING AND DIRECTING THE **ISSUANCE OF A TAXABLE GENERAL OBLIGATION BOND, SERIES** 2023 (THE "SERIES 2023 CITY BOND") OF THE CITY OF JACKSON, **MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED NINE** MILLION FIVE HUNDRED DOLLARS (\$9,500,000) TO RAISE MONEY FOR THE PURPOSE OF (I)(A) FUNDING A PORTION OF REPAIRING, IMPROVING, ADORNING AND EQUIPPING OF THE ARTS CENTER OF **MISSISSIPPI AND THE RUSSELL C. DAVIS PLANETARIUM AND FOR** OTHER AUTHORIZED PURPOSES IN CONNECTION WITH SAME INCLUDING CONSTRUCTING, IMPROVING AND PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS AND PUBLIC PARKING FACILITIES (COLLECTIVELY, THE "CONSTRUCTION PROJECT"), ALL PURSUANT TO SECTIONS 21-33-301 ET SEO., **MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED** FROM TIME TO TIME AND SECTIONS 31-25-1 ET SEO., MISSISSIPPI **CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO** TIME: (B) PROVIDING FUNDS TO THE JACKSON REDEVELOPMENT AUTHORITY, AN URBAN RENEWAL AGENCY CREATED UNDER THE URBAN RENEWAL ACT ("JRA") IN CONNECTION WIH THE NMTC FINANCING (DEFINED BELOW) FOR THE CONSTRUCTION PROJECT; (C) PROVIDING FOR THE PAYMENT IN FULL OR IN PART OF THE OUTSTANDING \$7,500,000 (ORIGINAL PRINCIPAL AMOUNT) **TAX-EXEMPT** CITY OF JACKSON, MISSISSIPPI GENERAL OBLIGATION PLANETARIUM BOND, SERIES 2022. DATED DECEMBER 22. 2022 AND THE CORRESPONDING \$7,500,000 **MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS,** SERIES 2022 (JACKSON, MISSISSIPPI TAX-EXEMPT GENERAL **OBLIGATION PLANETARIUM BOND PROJECT) DATED DECEMBER** 22. 2022; (D) PURSUING AN ADDITIONAL SUBSIDY AND/OR PROJECT BY FINANCING FOR THE CONSTRUCTION PARTICIPATING AND UTILIZING FEDERAL AND MISSISSIPPI NEW MARKETS TAX CREDITS PURSUANT TO SECTION 45D OF THE **INTERNAL REVENUE CODE OF 1986 AND SECTION 57-105-1 ET SEQ. MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED** FROM TIME TO TIME (THE "NMTC FINANCING"); (E) AUTHORIZING THE USE OF A PUBLIC ENTITY, INCLUDING BUT NOT LIMITED TO, THE JRA AS WELL AS ANY PUBLIC BENEFIT CORPORATION CREATED THERERBY PURSUANT TO MISSISSIPPI LAW IN **CONNECTION WITH THE NMTC FINANCING; (F) ENTERING INTO** OR APPROVING VARIOUS LEASES, LOANS, DEVELOPMENT AGREEMENTS AND OTHER FINANCING ARRANGEMENTS WITH THE PUBLIC ENTITY, THE PUBLIC BENEFIT CORPORATION AND OTHER PARTICIPANTS FOR THE NMTC TRANSACTION; (G) **PROVIDING FOR CAPITALIZED INTEREST, IF NECESSARY; AND (H)** PAYING THE COSTS OF BORROWING ASSOCIATED WITH THE

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107

Agenda Item # 30 September 26, 2023 Scott, Lumumba

ISSUANCE OF THE SERIES 2023 CITY BOND AND THE NMTC FINANCING: (II) DIRECTING THE SALE AND AWARD OF THE SERIES 2023 CITY BOND; (III) APPROVING THE FORM OF AND EXECUTION OF THE SERIES 2023 CITY BOND PURCHASE AGREEMENT AND SERIES 2023 MISSISSIPPI DEVELOPMENT BANK BOND PURCHASE AGREEMENT, INCLUDING THE EXECUTION OF A TERM SHEET PURSUANT TO CERTAIN PARAMETERS AUTHORIZED BY THE **GOVERNING BODY HEREIN FOR THE SALE OF THE \$9,500,000** MISSISSIPPI DEVELOPMENT BANK TAXABLE SPECIAL **OBLIGATION BONDS, SERIES 2023 (JACKSON, MISSISSIPPI** GENERAL OBLIGATION PLANETARIUM IMPROVEMENT BOND PROJECT) (THE "SERIES 2023 BONDS"); AND APPROVING THE FORM **OF THE SERIES 2023 INDENTURE OF TRUST FOR THE SERIES 2023** BONDS.

WHEREAS, the Mayor and City Council of the City of Jackson, Mississippi (the "<u>Governing Body</u>"), acting for and on behalf of said City of Jackson, Mississippi (the "<u>City</u>"), hereby find, determine, adjudicate and declare as follows:

1. (a) In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"Act" shall mean together the Series 2023 City Bond Act and the Bank Act.

"<u>Additional Bonds</u>" shall mean bonds, if any, issued in one or more series on a parity with the Series 2023 City Bond pursuant to Section 21 hereof.

"<u>Agent</u>" shall mean any Paying Agent or Transfer Agent, whether serving in either or both capacities, and herein designated by the Governing Body.

"<u>Authorized Officer</u>" shall mean Mayor, the Clerk, and any other officer designated from time to time as an Authorized Officer by resolution of the City, and when used with reference to any act or document also means any other Person authorized by resolution of the City to perform such act or sign such document.

"Bank" shall mean the Mississippi Development Bank.

"Bank Act" shall mean Sections 31-25-1 et seq. of the Mississippi Code of 1972, as amended.

"Bond Counsel" shall mean Butler Snow LLP, Ridgeland, Mississippi.

"City" shall mean the City of Jackson, Mississippi.

"City Bond Act" shall mean Sections 21-33-301 et seq., Mississippi Code of 1972, as amended.

"Clerk" shall mean the Clerk of the City.

"Code" shall mean Section 45D of the Internal Revenue Code of 1986, as amended.

"<u>Construction Project</u>" shall mean repairing, improving, adorning and equipping of the Arts Center of Mississippi and the Russell C. Davis Planetarium and for other authorized purposes in connection with same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities and for other authorized purposes under the Act.

"Governing Body" shall mean the Mayor and City Council of the City.

"Interest Payment Date" shall be as described in Section 2.03 of the Series 2023 Indenture as the interest payment dates of the Series 2023 Bonds.

"<u>JRA</u>" shall mean the Jackson Redevelopment Authority, an Urban Renewal Agency created under the Urban Renewal Act and a Public Entity as defined pursuant to § 57-105-1 (7)(b)(iii) of the MS NMTC Act.

"Lender" shall mean Cadence Bank, Jackson, Mississippi.

"Mayor" shall mean the Mayor of the City of Jackson, Mississippi.

"<u>Mississippi Development Bank Series 2023 Bond Purchase Agreement</u>" shall mean that certain Series 2023 Mississippi Development Bank Bond Purchase Agreement, dated the date of delivery by and between the City, the Lender and the Bank in connection with the issuance and sale of the Series 2023 Bank Bond.

"Municipal Advisor" shall mean PFM Financial Advisors LLC, Memphis, Tennessee.

"MS NMTC Act" shall mean Sections 57-105-1, Mississippi Code of 1972, as amended.

"<u>MS NMTCs</u>" shall mean Mississippi Equity Investment Tax Credits pursuant to Sections 57-105-1, Mississippi Code of 1972.

"<u>NMTCs</u>" shall mean New Markets Tax Credits pursuant to Section 45D of the Internal Revenue Code of 1986.

"<u>NMTC Financing</u>" shall mean NMTCs pursuant to Section 45D of the Internal Revenue Code together with the MS NMTCs pursuant to Sections 57-105-1, Mississippi Code of 1972.

"<u>Paying Agent</u>" shall mean any bank, trust company or other institution hereafter designated by the Mayor for the payment of the principal of and interest on the Series 2023 City Bond. The Paying Agent shall initially be the Series 2023 Trustee.

"Payments" shall have the meaning given it in Section 12(b) hereof.

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"<u>Person</u>" shall mean an individual, partnership, corporation, trust or unincorporated organization, limited liability company and a government or agency or political subdivision thereof.

"<u>Project</u>" shall mean providing funds for (i) the Construction Project, including funding capitalized interest, if applicable; (ii) participating and utilizing NMTCs and/or MS NMTCs to finance the Construction Project; (iii) authorizing the use of a Public Entity, including but not limited to the JRA, and a Public Benefit Corporation to be utilized as defined specifically pursuant to the MS NMTC Act; (iv) entering into or approving various leases, loans and other financing arrangements with the Public Entity, a Public Benefit Corporation and other NMTC Financing participants for the purpose of utilizing NMTC Financing as may be approved by further action of the Governing Body and (v) paying the costs of issuance for the Series 2023 City Bond and the Series 2023 Bonds.

"<u>Public Benefit Corporation</u>" shall mean any "Public Benefit Corporation," as defined specifically pursuant to § 57-105-1(7)(b)(ii) of the MS NMTC Act, as created by the JRA or the Public Entity.

"<u>Public Entity</u>" shall mean a Public Entity, as defined specifically pursuant to § 57-105-1 (7)(b)(iii) of the MS NMTC Act, which includes, without limitation, the JRA.

"<u>Record Date Registered Owner</u>" shall mean the Registered Owner as of the Record Date.

"Record Date" shall have the meaning given to it in Section 1.01 of the Series 2023 Indenture.

"<u>Registered Owner</u>" shall mean the Person whose name shall appear in the registration records of the City maintained by the Transfer Agent and shall initially be the Lender.

"Series 2022 Bonds" shall mean the \$7,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2022 (Jackson, Mississippi General Obligation Planetarium Improvement Bond Project) dated December 22, 2022 authorized by the Series 2022 Indenture.

"Series 2022 City Bond" shall mean the tax-exempt \$7,500,000 General Obligation Bond, Series 2022, of the City dated December 22, 2022 authorized pursuant to the Series 2022 City Bond Resolution.

"Series 2022 City Bond Resolution" shall mean the Series 2022 City Bond Resolution dated November 8, 2022, in connection with the issuance of the Series 2022 City Bond.

"<u>Series 2022 Indenture</u>" shall mean that certain Indenture of Trust dated December 22, 2022, by and between the Lender and the Series 2022 Trustee, pursuant to which the Series 2022 Bonds were issued.

"Series 2022 Trustee" shall mean The Peoples Bank, Biloxi, Mississippi the Series 2023 Trustee.

"Series 2023 Bonds" shall mean the not to exceed \$9,500,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2023 (Jackson, Mississippi General Obligation Planetarium Improvement Bond Project). "Series 2023 Bond Fund" shall mean the City of Jackson, Mississippi Taxable General Obligation Bond, Series 2023, 2023 Bond Fund provided for in Section 12 hereof.

"Series 2023 City Bond" shall mean the not to exceed \$9,500,000 Taxable General Obligation Bond, Series 2023, of the City authorized and directed to be issued in this resolution.

"Series 2023 City Bond Purchase Agreement" shall mean that certain Series 2023 City Bond Purchase Agreement, dated the date of delivery by and between the City and the Bank in connection with the issuance and sale of the Series 2023 City Bond.

"Series 2023 City Bond Resolution" shall mean this Series 2023 City Bond Resolution dated September 26, 2023, in connection with the issuance of the Series 2023 City Bond.

"Series 2023 City Documents" shall mean collectively, the Series 2023 City Bond Purchase Agreement, the Mississippi Development Bank Series 2023 Bond Purchase Agreement and the Series 2023 Indenture.

"Series 2023 Construction Fund" shall mean the City of Jackson, Mississippi Taxable General Obligation Bond, Series 2023, 2023 Construction Fund provided for in Section 13 hereof.

"<u>Series 2023 Indenture</u>" shall mean that certain Indenture of Trust, to be dated the date of delivery thereof, by and between the Lender and the Series 2023 Trustee, pursuant to which the Series 2023 Bonds are issued the Series 2023 Indenture

"<u>Series 2023 Trustee</u>" shall mean a bank or other financial institution hereafter designated by the Mayor upon sale of the Series 2023 Bonds, which financial institution will have corporate trust powers and be qualified to act as Trustee under the Series 2023 Indenture.

"State" shall mean the State of Mississippi.

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"Term Sheet" shall mean that certain Term Sheet to be attached as an exhibit to the Series 2023 Mississippi Development Bank Bond Purchase Agreement.

"Transfer Agent" shall mean any bank, trust company or other institution hereafter designated by the Mayor for the registration of the owner of the Series 2023 City Bond and for the performance of such other duties as may be herein or hereafter specified by the Governing Body. The Transfer Agent shall initially be the Series 2023 Trustee.

"<u>Urban Renewal Act</u>" shall mean Sections 43-35-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time with said Urban Renewal Act being required to approve the 2023 Urban Renewal Plan to facilitate the NMTC Financing as defined herein.

"<u>Urban Renewal Area</u>" shall mean certain real property determined by the Governing Body, pursuant to a certain resolution to be dated October 10, 2023, to be blighted including, but not limited to, the Project Sites. "2023 Urban Renewal Plan" shall mean the Urban Renewal Plan (City of Jackson, Mississippi Planetarium Project 2023) approved by the Governing Body as provided and pursuant to the Urban Renewal Act.

"2023 Urban Renewal Project" shall mean the Construction Project or as defined in the 2023 Urban Renewal Plan.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. On August 22, 2023, the Governing Body adopted a resolution entitled the following: "RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY **COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, TO ISSUE EITHER GENERAL** OBLIGATION BONDS OF THE CITY IN ONE OR MORE TAXABLE OR TAX-EXEMPT SERIES, AND/OR ISSUE A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK IN ONE OR MORE TAXABLE OR TAX-EXEMPT SERIES, AND/OR ENTER INTO A TAXABLE AND/OR A TAX-EXEMPT LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED NINE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$9,500,000) TO RAISE MONEY FOR THE PURPOSE OF (A) REPAIRING, IMPROVING, ADORNING AND EQUIPPING THE ARTS CENTER OF MISSISSIPPI AND THE RUSSELL C. DAVIS PLANETARIUM AND FOR OTHER AUTHORIZED PURPOSES IN CONNECTION WITH SAME INCLUDING CONSTRUCTING, IMPROVING AND PAVING STREETS. SIDEWALKS. DRIVEWAYS, PARKWAYS, WALKWAYS AND PUBLIC PARKING FACILITIES (COLLECTIVELY, THE "CONSTRUCTION PROJECT"), ALL PURSUANT TO SECTIONS 21-33-301 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME; (B) PROVIDING FOR THE PAYMENT IN FULL OR IN PART OF THE **OUTSTANDING \$7,500,000 (ORIGINAL PRINCIPAL AMOUNT) CITY OF JACKSON, MISSISSIPPI TAX-EXEMPT GENERAL OBLIGATION PLANETARIUM BOND,** SERIES 2022, DATED DECEMBER 22, 2022 AND THE CORRESPONDING \$7,500,000 **MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2022** (JACKSON, MISSISSIPPI TAX-EXEMPT GENERAL OBLIGATION PLANETARIUM BOND PROJECT) DATED DECEMBER 22, 2022; (C) PURSUING AN ADDITIONAL SUBSIDY AND/OR FINANCING FOR THE CONSTRUCTION PROJECT BY PARTICIPATING AND UTILIZING FEDERAL NEW MARKET TAX CREDITS PURSUANT TO SECTION 45D OF THE INTERNAL REVENUE CODE OF 1986. AND/OR SECTION 57-105-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME (THE "NMTC FINANCING"); (D) AUTHORIZING THE USE OF A PUBLIC ENTITY, INCLUDING BUT NOT LIMITED **TO, THE JACKSON REDEVELOPMENT AUTHORITY IN CONNECTION WITH THE** NMTC FINANCING; (E) ENTERING INTO OR APPROVING VARIOUS LEASES. LOANS AND OTHER FINANCING ARRANGEMENTS WITH THE PUBLIC ENTITY

FOR THE NMTC TRANSACTION, (F) PROVIDING FOR CAPITALIZED INTEREST, IF NECESSARY, AND (G) PAYING THE COSTS OF BORROWING ASSOCIATED WITH THE ISSUANCE OF BONDS, THE LOAN AND/OR THE NMTC FINANCING, DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES" (the "Intent Resolution") wherein the Governing Body indicated its intent to (a) issue general obligation bonds of the City, in one or more series, in a total aggregate principal amount not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000), (b) issue a general obligation bond of the City, in one or more series, to be sold to the Bank in a total aggregate principal amount not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000), and/or (c) enter into a loan with the Bank to borrow money from the Bank in a total principal amount not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000), and/or (c) enter into a loan with the Bank to borrow money from the Bank in a total principal amount not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000), and/or (c) enter into a loan with the Bank to borrow money from the Bank in a total principal amount not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000), and/or (c) enter into a loan with the Bank to borrow money from the Bank in a total principal amount not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000), and fixed 10:00 o'clock a.m. on September 26, 2023, as the date and hour for any protest to be made and filed against the issuance of such general obligation bonds, general obligation bond and/or loan as described in the Intent Resolution.

3. As required by law and as directed by the aforesaid Intent Resolution, said Intent Resolution was published once a week for at least three (3) consecutive weeks in *The Mississippi Link* and/or *The Clarion Ledger*, newspapers published in and having a general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days prior to September 26, 2023, and the last publication having been made not more than seven (7) days prior to such date as evidenced by the publisher's affidavit heretofore presented and filed with the City Clerk.

4. On or prior to 10:00 o'clock a.m. on September 26, 2023, no written protest against the issuance of such general obligation bonds, general obligation bond and/or loan as described in the Intent Resolution, had been filed or presented by qualified electors of the City with the City Clerk in her office located in City Hall.

5. The Governing Body did meet at its usual meeting place in City Hall at 10:00 o'clock a.m. on September 26, 2023, and the Governing Body did adopt a resolution finding and determining that no protest against the issuance of the general obligation bonds, general obligation bond and/or loan as described in the Intent Resolution had been duly filed with the City Clerk on or before 10:00 o'clock a.m. on September 26, 2023 as required by the Intent Resolution.

6. The Governing Body is now authorized and empowered by the provisions of the Series 2023 City Bond the Act and other applicable laws of the State, to issue its Series 2023 City Bond in one or more series, and sell same to the Bank for the purpose of providing funds for Project without any election on the question of the issuance thereof.

7. The assessed value of taxable property within the City, according to the last completed assessment for taxation, is \$1,286,103,862; the City has outstanding bonded indebtedness subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, as amended, in the amount of \$99,270,000, and outstanding bonded and floating indebtedness subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, as amended (which amount includes the sum set forth above subject to the 15% debt limit), in the amount of \$99,270,000; the issuance of the Series 2023 City Bond, when added to the outstanding bonded indebtedness of the City, will not result in bonded

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indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the City, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City.

8. The Governing Body is now desirous of proceeding with the issuance of the Series 2023 City Bond pursuant to this Series 2023 City Bond Resolution and the purchase thereof by the Bank with the proceeds of the Series 2023 Bonds and authorizing the direct placement of the Series 2023 Bonds with the Lender pursuant to a formal request for a term sheet (the "<u>Term Sheet</u>") distributed by the Municipal Advisor on behalf of the City on September 18, 2023 and said Governing Body hereby authorizes the Mayor, in consultation with the Municipal Advisor, to execute the Term Sheet upon receipt from the Lender and approval by the Bank pursuant to the parameters contained in Section 26 hereof.

9. The Governing Body hereby receives, examines and considers the following forms of documents concerning the issuance, sale and purchase of the Series 2023 City Bond by the Bank and the issuance and placement of the Series 2023 Bonds by the Bank: (i) the form of the Series 2023 City Bond Purchase Agreement, which provides for the sale of the Series 2023 City Bond to the Bank; (ii) the form of the Series 2023 Indenture the Series 2023 Trustee pursuant to the Series 2023 Bonds will be issued and by which they will be secured; and (iii) the form of the Mississippi Development Bank Series 2023 Bond Purchase Agreement, which provides for the placement of the Series 2023 Bonds to the Lender.

10. The Governing Body is authorized under the Bank Act and the Series 2022 Indenture to provide for the payment in full of the Series 2022 Bonds from any amounts remaining in the any of the funds and accounts held by the Series 2022 Trustee pursuant to the Series 2022 Indenture, any accounts held by the City in connection with the issuance of the Series 2022 Bonds and from proceeds of the Series 2023 Bonds.

11. The Governing Body does now find, determine and adjudicate that each of the Series 2023 City Documents referred to above, which Series 2023 City Documents are now before the Governing Body, is in appropriate form for the purposes identified.

12. The City will make payments on the Series 2023 City Bond in amounts sufficient to pay the principal of, premium, if any, and interest on the Series 2023 Bonds, as and when the same shall become due and payable.

13. The Governing Body finds and determines that upon the approval of its Urban Renewal Plan (City of Jackson, Mississippi Planetarium Project 2023) (the "2023 Urban Renewal Plan") that the Mayor or an Authorized Officer of the City, is authorized to enter into or approve various leases, loans, development agreements and other financing arrangements with JRA, as a Public Entity and a Public Benefit Corporation pursuant to the MS NMTC Act in connection with pursuing an additional subsidy for the Construction Project by participating and utilizing NMTCs

pursuant to the Code, and/or MS NMTCs pursuant to the MS NMTC Act to provide additional financing for the Construction Project.

14. The Governing Body does now find, determine and adjudicate that all conditions, acts and things required by the Act, the Urban Renewal Act, the MS NMTC Act and the Constitution and laws of the State to have existed, to have happened and to have been performed precedent to and in connection with the adoption of this Series 2023 City Bond Resolution, the sale and issuance of the Series 2023 City Bond to the Bank, the issuance and placement of the Series 2023 Bonds, the execution by the City of the Mississippi Development Bank Series 2023 Bond Purchase Agreement, the Term Sheet and the Series 2023 City Bond Purchase Agreement have happened and have been performed in regular and due time, form and manner as required by law.

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

SECTION 1. All of the matters and things recited in the premises sections of this resolution are found and determined to be true and accurate.

SECTION 2. This resolution is adopted pursuant to the Act, the Urban Renewal Act, the MS NMTC Act and the Constitution and laws of the State.

SECTION 3. In consideration of the purchase and acceptance of the Series 2023 City Bond by those who shall hold the same from time to time, this Series 2023 City Bond Resolution shall constitute a contract between the City and the Registered Owner from time to time of the Series 2023 City Bond. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City for the benefit of the Registered Owner shall be for the equal benefit, protection and security of the Registered Owner of the Series 2023 City Bond, all of which, regardless of the time or times of its authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

SECTION 4. The Series 2023 City Bond is hereby authorized and ordered to be prepared and issued in the principal amount of not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000) to raise money for the Project as authorized by the Act.

SECTION 5. (a) Payments of interest on the Series 2023 City Bond shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America.

(f) The Series 2023 City Bond shall be registered as to both principal and interest; shall be dated the date of delivery thereof, shall be issued in a single denomination equal to the principal amount thereof; shall be numbered one; shall bear interest from the date thereof at the rate or rates borne by the Series 2023 Bonds (as provided in the Series 2023 Indenture), payable on an Interest Payment Date; and shall mature and become due and payable in the same manner and at the same dates and times as provided for the Series 2023 Bonds in the Series 2023 Indenture.

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(g) The Series 2023 City Bond is subject to redemption prior to maturity thereof at the times, to the extent, in the manner and in the amounts that the Series 2023 Bonds are subject to optional and mandatory redemption as provided in Section 4.01 of the Series 2023 Indenture.

SECTION 6. (a) When the Series 2023 City Bond shall have been validated and executed as herein provided, they shall be registered as an obligation of the City in the office of the City Clerk in a record maintained for that purpose, and the City Clerk shall cause to be imprinted upon the Series 2023 City Bond, over her manual or facsimile signature and manual or facsimile seal, her certificate in substantially the form set out in Section 8.

(b) The Series 2023 City Bond shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk, with the seal of the City imprinted or affixed thereto; provided, however all signatures and seals appearing on the Series 2023 City Bond, other than the signature of an authorized officer of the Transfer Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the City whose signature or a facsimile of whose signature shall appear on the Series 2023 City Bond shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(c) The Series 2023 City Bond shall be delivered to the Bank upon payment of the purchase price therefor in accordance with the terms and conditions of the Series 2023 Indenture and the Series 2023 City Bond Purchase Agreement, together with a complete certified transcript of the proceedings done in the matter of the authorization, issuance, sale and validation of the Series 2023 City Bond, and the final, unqualified approving opinion of Bond Counsel, which opinion shall be delivered with the Series 2023 City Bond.

(d) Prior to or simultaneously with the delivery of the Series 2023 City Bond by the Transfer Agent, the City shall file with the Transfer Agent:

(ii) a copy, certified by the City Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation of the Series 2023 City Bond; and

(iii) an authorization to the Transfer Agent, signed by the Mayor, to authenticate and deliver the Series 2023 City Bond to the Bank.

(e) At delivery, the Transfer Agent shall authenticate the Series 2023 City Bond and deliver it to the Bank thereof upon payment of the purchase price of the Series 2023 City Bond to the City.

SECTION 7. (a) The City hereby appoints the Series 2023 Trustee designated under the Series 2023 Indenture as the Paying Agent, Series 2023 Trustee and Transfer Agent for the Series 2023 City Bond. The City specifically reserves the right to hereafter designate and/or approve a separate Paying Agent, Transfer Agent and/or Series 2023 Trustee in its discretion, subject, however to the terms and conditions of the Series 2023 Indenture, as hereinafter provided.

(b) So long as the Series 2023 City Bond shall remain outstanding, the City shall maintain with the Transfer Agent records for the registration and transfer of the Series 2023 City Bond. The Transfer Agent is hereby appointed registrar for the Series 2023 City Bond, in which capacity the Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, the Series 2023 City Bond if entitled to registration or transfer.

(c) The City shall pay or reimburse the Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the City and the Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Agent, shall be made by the City on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(d) (ii) An Agent may at any time resign and be discharged of the duties and obligations of the function of the Series 2023 Trustee, Paying Agent and Transfer Agent pursuant to the terms and conditions stated in Section 11.05 and 11.06 of the Series 2023 Indenture.

(iii) In the event of the resignation or removal of the Agent, a successor Agent shall be selected as provided in Section 11.07 of the Series 2023 Indenture.

(iv) In the event of a change of Agents, the predecessor Agent shall cease to be custodian of any funds held pursuant to this Series 2023 Bond Resolution in connection with its role as such Agent, and the successor Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Agent shall be fully paid. Every predecessor Agent shall deliver to its successor Agent all records of account, registration records, list of Registered Owner and all other records, documents and instruments relating to its duties as such Agent.

(v) The provisions of Section 11.08 of the Series 2023 Indenture shall govern the acceptance of any appointment of a successor Agent.

(vi) Should any transfer, assignment or instrument in writing be required by any successor Agent from the City to more fully and certainly vest in such successor Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the City.

(vii) The City will provide any successor Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the Series 2023 City Bond.

(viii) All duties and obligations imposed hereby on an Agent or successor Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this Series 2023 Bond Resolution.

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SECTION 8. The Series 2023 City Bond shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Series 2023 Bond Resolution:

BOND FORM

THIS CITY BOND HAS BEEN ASSIGNED TO _____, ____, AS TRUSTEE UNDER AN INDENTURE OF TRUST, DATED _____, 2023, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE SERIES 2023 TRUSTEE (THE "SERIES 2023 INDENTURE"). THIS CITY BOND IS REGISTERED IN THE NAME OF THE SERIES 2023 TRUSTEE AND IS NON-TRANSFERRABLE EXCEPT AS PERMITTED IN THE SERIES 2023 INDENTURE.

UNITED STATES OF AMERICA STATE OF MISSISSIPPI HINDS COUNTY CITY OF JACKSON TAXABLE GENERAL OBLIGATION BOND SERIES 2023

NO. 1		\$		
Rate of Interest	Maturity	Dated Date	CUSIP	
%		, 2023	NA	
Registered Owner: _	Trustee")	as Trus	as Trustee (the " <u>Series 202</u>	

Principal Amount:

DOLLARS

The City of Jackson, State of Mississippi (the "<u>City</u>"), a body politic existing under the Constitution and laws of the State of Mississippi (the "State"), acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this Series 2023 City Bond, at the principal office of _____, ____, or its successor, as paying agent (the "<u>Paying Agent</u>") for the Taxable General Obligation Bond, Series 2023, of the City (the "<u>Series 2023 City Bond</u>"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Series 2023 City Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by _____, ____, or its successor, as transfer agent for the Series 2023 City Bond (the "<u>Transfer Agent</u>") at the times and periods as provided in the Series 2023 Indenture (herein defined).

The City further promises to pay interest on such principal amount from the date of this Series 2023 City Bond until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date (as defined in the Series 2023 Bond Resolution (defined below)).

Payments of principal of and interest on this Series 2023 City Bond shall be made by check or draft mailed on the Interest Payment Date (as defined in the Series 2023 Bond Resolution) to such Registered Owner's address as it appears on such registration records. This Series 2023 City Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "<u>City Bond Act</u>") and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "<u>Bank Act</u>" and together with the City Bond Act, the "<u>Act</u>"), and by the further authority of proceedings duly had by the Mayor and City Council of the City (the "<u>Governing Body</u>"), including a resolution adopted September 26, 2023 (the "<u>Series 2023 City Bond Resolution</u>").

This Series 2023 City Bond is issued in the aggregate authorized principal amount of not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000) to raise money for the purpose of funding a portion of the (a) repairing, improving, adorning and equipping of the Arts Center of Mississippi and the Russell C. Davis Planetarium and for other authorized purposes in connection with same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities and for other authorized purposes under the Act (the "Construction Project"), (b) providing funds to Jackson Redevelopment Authority, an Urban Renewal Agency created under the Urban Renewal Act ("JRA") in connection with the NMTC Financing (defined below) for the Construction Project, (c) providing for the payment in full of the Series 2022 Bonds (as defined in the Series 2023 City Bond Resolution), (d) pursuing additional subsidy for the Construction Project by participating and utilizing federal New Markets Tax Credits pursuant to Section 45D of the Internal Revenue Code of 1986, as amended and/or Mississippi Equity Investment Tax Credits pursuant to Sections 57-105-1, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "MS NMTC Act") (collectively, the "NMTC Financing") to finance the Construction Project, (e) authorizing the use of a Public Entity (the "Public Entity"), including but not limited to the JRA to be utilized as defined specifically pursuant to § 57-105-1 (7)(b)(iii) of the MS NMTC Act as well as a "Public Benefit Corporation" as defined specifically pursuant to § 57-105-1 (7)(b)(ii) of the MS NMTC Act ("Public Benefit Corporation"); (f) entering into or approving various leases, loans, development agreements and other financing arrangements with the Public Entity, Public Benefit Corporation or other NMTC Financing participants for the purpose of utilizing NMTC Financing as may be approved by further action of the Governing Body; (g) providing for capitalized interest, if necessary, for the Series 2023 City Bond, and (h) paying the costs of borrowing associated with the issuance of the Series 2023 Bonds, the Series 2023 City Bond and the NMTC Financing (collectively, (a) through (h), the "Project").

The City will duly and punctually pay the principal of, premium, if any, and interest on the Series 2023 City Bond at the dates and the places and in the manner mentioned in the Series 2023 City Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon the Series 2023 City Bond, the City agrees to make payments upon the Series 2023 City Bond, the City agrees to make payments upon the Series 2023 City Bond, the City agrees to make payments upon the Series 2023 City Bond, and be liable therefor at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on the not to exceed \$9,500,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2023 (Jackson, Mississippi General Obligation Planetarium Improvement Bond Project) (the "Series 2023 Bonds"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank (the "Bank") and the Series 2023 Trustee, dated _______, 2023 (the "Series 2023 Indenture") when due whether upon a scheduled interest payment date, at maturity or by mandatory redemption or optional redemption.

Reference is hereby made to the Series 2023 City Bond Resolution and to all amendments and supplements thereto for the provisions, among others, with respect to the nature and extent of the security for the Bondholder, the rights, duties and obligations of the City and the Bondholder and the terms upon which the Series 2023 City Bond is or may be issued and secured.

The City and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

The Series 2023 City Bond is and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the Series 2023 City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Series 2023 City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Series 2023 City Bond Resolution. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the Series 2023 City Bond as the same falls due.

This Series 2023 City Bond is the only evidence of indebtedness issued and outstanding under the Series 2023 City Bond Resolution. This Series 2023 City Bond has been purchased by the Bank and has been assigned to the Series 2023 Trustee under the Series 2023 Indenture; this Series 2023 City Bond is registered in the name of the Series 2023 Trustee and is non-transferrable except as provided in the Series 2023 Indenture.

The City and the Series 2023 Trustee may deem and treat the person in whose name this Series 2023 City Bond is registered as the absolute owner hereof, whether this Series 2023 City Bond shall be overdue or not, for the purpose of receiving payment of the principal of, redemption premium, if any, and interest on this Series 2023 City Bond and for all other purposes. All such payments so made to the registered owner shall be valid and effectual to satisfy and discharge the liability upon this Series 2023 City Bond to the extent of the sum or sums or paid, and neither the City nor the Series 2023 Trustee shall be affected by any notice to the contrary.

This Series 2023 City Bond shall only be redeemed under the Series 2023 City Bond Resolution to the extent and in the manner required to redeem the Series 2023 Bonds pursuant to the provisions of the Series 2023 Indenture.

Modifications or alterations of the Series 2023 Bond Resolution may be made only to the extent and under the circumstances permitted by the Series 2023 Indenture.

This Series 2023 City Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Series 2023 City Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Series 2023 City Bond, in order to make the same legal and binding general obligation of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Series 2023 City Bond, both principal and interest, the full faith and credit of the City are hereby irrevocably pledged.

IN WITNESS WHEREOF, the City has caused this Series 2023 City Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the City Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, on this the _____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY:

Mayor

COUNTERSIGNED:

City Clerk (SEAL)

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Series 2023 City Bond is the Series 2023 City Bond described in the within mentioned Series 2023 City Bond Resolution and is the Taxable General Obligation Bond, Series 2023, of the City of Jackson, Mississippi.

as Transfer Agent

BY:

Authorized Signatory

Date of Registration and Authentication: _____, 2023

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI COUNTY OF HINDS CITY OF JACKSON

I, the undersigned City Clerk of the City of Jackson, Mississippi, do hereby certify that the within City Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Hinds County, Mississippi, rendered on the _____ day of ______, 2023.

City Clerk

(SEAL)

[END OF CITY BOND FORM]

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SECTION 9. In case the Series 2023 City Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new Series 2023 City Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Series 2023 City Bond, or in lieu of and in substitution for such Series 2023 City Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a Series 2023 City Bond stolen, destroyed or lost, his filing with the City or Transfer Agent evidence satisfactory to them that the Series 2023 City Bond was stolen, destroyed or lost, and of its ownership thereof, and furnishing the City or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

SECTION 10. For the purpose of effectuating and providing for the payment of the principal of and interest on the Series 2023 City Bond as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of, premium, if any, and the interest on the Series 2023 City Bond and any additional obligations of the City under the Series 2023 Indenture: provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the 2023 Bond Fund of the Series 2023 City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Series 2023 City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Series 2023 City Bond Resolution. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of, premium, if any, and interest on the Series 2023 City Bond and any additional obligations of the City as aforesaid as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owner of the Series 2023 City Bond in any subsequent year to have adequate taxes levied and collected to meet all of the aforesaid obligations of the Series 2023 City Bond.

SECTION 11. Only if the Series 2023 City Bond shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall the Series 2023 City Bond be entitled to the rights, benefits and security of this Series 2023 City Bond Resolution. The Series 2023 City Bond shall not be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Series 2023 City Bond Resolution. The Transfer Agent's certificate of registration and authentication on the Series 2023 City Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent, but it shall not be necessary that the same officer sign said certificate on the Series 2023 City Bond that may be issued hereunder at any one time.

SECTION 12. Ownership of the Series 2023 City Bond shall be in the name of the Bank or its assignee. The Person in whose name the Series 2023 City Bond shall be registered in the records of the City maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on the Series 2023 City Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Series 2023 City Bond to the extent of the sum or sums so paid.

SECTION 13. The Series 2023 City Bond shall be transferable only as provided in the Series 2023 Indenture. Upon the transfer of the Series 2023 City Bond, the City, acting through its Transfer Agent, shall issue in the name of the transferee a new City Bond of the same aggregate principal amount and maturity and rate of interest as the surrendered City Bond.

SECTION 14. (a) The City hereby establishes the 2023 Bond Fund which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the Series 2023 City Bond, and the payment of Agents' fees in connection therewith. There shall be deposited into the 2023 Bond Fund as and when received:

(ii) The avails of any of the ad valorem taxes levied and collected pursuant to Section 10 hereof;

and

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(iii) Any income received from investment of monies in the 2023 Bond Fund;

(iv) Any other funds available to the City which may be lawfully used for payment of the principal of, premium, if any, and interest on the Series 2023 City Bond or for other obligations of the City which may be due under the Series 2023 Indenture, and which the Governing Body, in its discretion, may direct to be deposited into the 2023 Bond Fund.

(b) As long as any principal of, premium, if any, and interest on the Series 2023 City Bond or the Series 2023 Bonds remain outstanding and/or other obligations of the City remain outstanding under the Series 2023 Indenture, the City Clerk is hereby irrevocably authorized and directed to withdraw from the 2023 Bond Fund sufficient monies to pay (i) the principal of, premium, if any, and interest coming due on the Series 2023 Bonds, and (ii) any additional payments necessary and required as obligations of the City under the Series 2023 Indenture, and to transfer same to the account of the Series 2023 Trustee in time to reach the Series 2023 Trustee at least five (5) days prior to the date on which said interest or principal and interest or premium, if any, on the Series 2023 Bonds shall become due (collectively, the "**Payments**"). The Series 2023 Trustee shall deposit all Payments received in the General Account of the General Fund of the Series 2023 Indenture, or such other fund or account in the Series 2023 Indenture as so directed in the Series 2023 Indenture.

SECTION 15. (a) The City hereby establishes the 2023 Construction Fund which shall be maintained with a qualified depository. The principal proceeds received upon the sale of the Series 2023 City Bond shall be deposited in the 2023 Construction Fund. Any income received

from investment of monies in the 2023 Construction Fund shall be deposited in the 2023 Construction Fund and shall be used for the provision of funds to JRA in order to use as necessary in the NMTC Financing and/or may be used directly for the cost of the Construction Project and, if necessary, shall be deposited in the 2023 Bond Fund for the payment of debt service on the Series 2023 City Bond. From the 2023 Construction Fund there shall be held and disbursed moneys for provisions of funds to JRA to use in the NMTC Financing, the acquisition and construction of the Construction Project, as authorized by the Act, the Urban Renewal Act and the MS NMTC Act. Any amounts which remain in the 2023 Construction Fund and used as permitted under State law.

(b) Funds on deposit in the 2023 Construction Fund may be invested in Investment Securities, as defined in the Series 2023 Indenture, to the extent they are authorized by the Bank Act and applicable provisions of State law.

SECTION 16. (a) Payment of principal on the Series 2023 City Bond shall be made at the principal office of the Paying Agent; provided, however, the final payment of principal shall be made upon the presentation and surrender of the Series 2023 City Bond at the principal office of the Paying Agent, to the Record Date Registered Owner thereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date.

(b) Payment of each installment of interest on the Series 2023 City Bond shall be made to the Record Date Registered Owner thereof whose name shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of such Series 2023 City Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Principal of and interest on the Series 2023 City Bond shall be paid by check or draft mailed on an Interest Payment Date to the Registered Owner at the addresses appearing in the registration records of the Transfer Agent. Any such address may be changed by written notice from the Registered Owner to the Transfer Agent by certified mail, return receipt requested, or such other method and at the times as may be subsequently prescribed by the Transfer Agent.

SECTION 17. The Series 2023 City Bond shall be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the City Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the Series 2023 City Bond and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings.

SECTION 18. The City hereby approves and acknowledges the Series 2023 Indenture and the terms and provisions thereof in the form attached as **EXHIBIT** A to this Series 2023 City Bond Resolution with such completions, changes, insertions and modifications as shall be approved by the Mayor, Clerk, or any other Authorized Officer and recognizes that many items governing the terms and conditions of the Series 2023 City Bond are based upon terms, limitations and conditions provided in the Series 2023 Indenture. **SECTION 19.** The Series 2023 City Bond Purchase Agreement submitted to the Governing Body in the form as provided in **EXHIBIT B** hereto, and shall be, and the same hereby is, approved in substantially said form. The Mayor and the Clerk are hereby authorized and directed to execute and deliver the Series 2023 City Bond Purchase Agreement with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 20. The Mississippi Development Bank Series 2023 Bond Purchase Agreement submitted to the Governing Body in the form as provided in **EXHIBIT C** hereto, which will include the Term Sheet, and shall be, and the same hereby is, approved in substantially said form. The Mayor is hereby authorized and directed to execute the Mississippi Development Bank Series 2023 Bond Purchase Agreement and the Term Sheet for and on behalf of the City, subject to the following conditions : (1) compliance of the City with the provisions of Act regarding the issuance of its Series 2023 City Bond; (2) the aggregate principal amount of the Series 2023 Bonds shall not to exceed \$9,500,000; (3) approval by the City of the sale of the Series 2023 City Bond to the Bank evidenced by the City's execution of the Series 2023 City Bond Purchase Agreement; (4) maturity schedule for Series 2023 Bonds of not to exceed 21 years; (5) the interest rates to be borne by the Series 2023 Bonds pursuant to a Term Sheet to be delivered by the Lender in an amount not to exceed eleven percent (11%); and (6) terms and provisions of the Series 2023 Bonds in compliance with the Act.

The Governing Body hereby approves the form of and execution of the Series 2023 City Bond Purchase Agreement and Mississippi Development Bank Series 2023 Bond Purchase Agreement and hereby authorizes the Mayor and the Clerk to execute same on behalf of said Governing Body. All provisions of the Series 2023 City Bond Purchase Agreement and Mississippi Development Bank Series 2023 Bond Purchase Agreement, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be part of this Series 2023 City Bond Resolution fully and to the same extent as if separately set out verbatim herein, which said Series 2023 City Bond Purchase Agreement and Mississippi Development Bank Series 2023 Bond Purchase Agreement shall be in substantially the form as provided hereto, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 21. The Governing Body authorizes the Mayor or any Authorized Officer of the City that upon the approval of the 2023 Urban Renewal Plan to enter into or approve various leases, loans, development agreements and other financing arrangements with the JRA, a Public Entity or Public Benefit Corporation, as defined specifically pursuant to the MS NMTC Act in connection with the NMTC Financing and pursuant to the Code and/or the MS NMTC Act to provide additional funding for the Construction Project.

SECTION 22. The Series 2023 City Bond shall be sold to the Bank based on the terms and conditions of the Series 2023 City Bond Purchase Agreement and the Mississippi Development Bank Series 2023 Bond Purchase Agreement, which incorporates the terms and conditions of the Lender's Term Sheet.

SECTION 23. The Series 2023 Bonds are being sold to Cadence Bank without a view for distributing said Series 2023 Bonds. The Lender shall be required to execute a certification at

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closing to the effect that the Series 2023 Bonds are being purchased for the account of the Lender without the intent to distribute.

SECTION 24. The City may issue Additional Bonds in one or more series pursuant to a supplement to this Series 2023 Bond Resolution to provide funds for approved projects of the City so long as: (a) no default has occurred and is continuing under this Series 2023 Bond Resolution or the Series 2023 Indenture. Such series of Additional Bonds shall be appropriately designated, shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate then permitted by law, shall be numbered, shall have such paying agents and shall have such maturities and redemption provisions, all as may be provided in the supplement to this Series 2023 City Bond Resolution or separate resolution authorizing the issuance of such series of Additional Bonds. Refunding bonds may be issued under and secured by a supplement to this Series 2023 City Bond and Additional Bonds, upon compliance with the provisions above. It is intended that this Section 24 allow for the provision of Additional Bonds and refunding bonds commensurate with the ability of the Bank to issue additional Series 2023 Bonds and refunding Series 2023 Bonds as provided in Article II of the Series 2023 Indenture.

SECTION 25. (a) The Bank and the City, without the consent of the owners of any of the Series 2023 Bonds outstanding under the Series 2023 Indenture, may enter into supplements to this Series 2023 City Bond Resolution which shall not be inconsistent with the terms and provisions hereof for any of the purposes heretofore specifically authorized in this Series 2023 City Bond Resolution or the Series 2023 Indenture, and in addition thereto for the following purposes:

Indenture:

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(i) To cure any ambiguity or formal defect or omission in the Series 2023

(ii) To grant to or confer upon the Series 2023 Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Series 2023 Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of the Outstanding Series 2023 City Bond and does not require unanimous consent of the Bondholders pursuant to the Series 2023 Indenture;

(iii) To subject to the Series 2023 Indenture additional Revenues, properties or collateral;

(iv) To modify, amend or supplement the Series 2023 Indenture or any indenture supplemental thereto in such manner as to permit the qualification thereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Series 2023 Bonds for sale under the securities
 laws of the United States of America or of any of the states of the United States of America, and, if they so determine, to add to the Series 2023 Indenture or any indenture supplemental thereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;

(v) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee under the Series 2023 Indenture or the succession of a new registrar and/or paying agent; and

(vi) In connection with issuance of refunding bonds.

(b) The provisions of this Series 2023 City Bond Resolution may be amended in any particular with the written consent of the Bank and the owners of not less than a majority of the aggregate principal amount of Series 2023 Bonds then outstanding; provided, however, that no such amendment may be adopted which decreases the percentage of owners of Series 2023 Bonds required to approve any amendment, or which permits a change in the date of payment of the principal of or interest on any Series 2023 Bonds or of any redemption price thereof or the rate of interest thereon.

If at any time the Bank and the City shall request the Series 2023 Trustee to consent (c)to a proposed amendment for any of the purposes of this Section 22, the Series 2023 Trustee shall. upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such proposed amendment to be given in the manner required by the Series 2023 Indenture. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal corporate trust office of the Series 2023 Trustee for inspection by all holders of Series 2023 Bonds. If, within 60 days or such longer period as shall be prescribed by the Bank following such notice, the owners of not less than a majority in aggregate principal amount of the Series 2023 Bonds outstanding at the time of the execution of any such proposed amendment shall have consented to and approved the execution thereof as herein provided, no owner of any Bank Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Series 2023 Trustee, the City or the Bank from executing or approving the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such proposed amendment as in this Section permitted and provided, this Series 2023 Bond Resolution shall be and be deemed to be modified and amended in accordance therewith.

(d) Copies of any such supplement or amendment shall be filed with the Series 2023 Trustee and delivered to the Bank and the City before such supplement or amendment may become effective.

SECTION 26. The Mayor is hereby given the authority to designate the Series 2023 Trustee under the Series 2023 Indenture providing for the issuance of the Series 2023 Bonds, such designation and approval to be evidenced by the execution of closing documents and certificates by the Executive Director of the Bank, acting for and on behalf of the Bank, and the Mayor of the City, acting for and on behalf of the City.

SECTION 27. The Mayor and/or the Clerk are hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the payment by the Series 2023 Trustee for the Series 2023 Bonds on the closing date of the Series 2023 Bonds the costs of issuance of said Series 2023 Bank and cost of issuance for the Series 2023 City Bond of

the City; provided, however, total costs of issuance for said Series 2023 Bonds and the Series 2023 City Bond shall not exceed five (5%) percent of the par amount of the Series 2023 Bonds.

SECTION 28. Upon receiving the recommendation of the Municipal Advisor, the Mayor and Clerk are hereby authorized and directed to make all final determinations necessary to prepare the Series 2023 Indenture, the sale of the Series 2023 Bonds, including the date of sale, the dated date of the Series 2023 Bonds, the final principal amount of the Series 2023 Bonds, the maturity schedule relating to the Series 2023 Bonds, the redemption terms of the Series 2023 Bonds, to facilitate and provide for the payment in full of the outstanding Series 2022 Construction Fund, the Series 2022 City Bond from any amounts remaining in the Series 2022 Construction Fund, the Series 2023 Bonds and any other terms thereof; provided, however, that all such determinations shall be made subject to approval by the Bank for the sale of the Series 2023 Bonds and authorization of the Mayor to execute the Mississippi Development Bank Series 2023 Bonds Purchase Agreement, including the Term Sheet, acting for and on behalf of the City.

SECTION 29. Prior to their delivery, the Series 2023 City Bond shall be validated pursuant to Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended, by the Chancery Court of Hinds County, Mississippi.

SECTION 30. The Mayor and Clerk be, and they are hereby authorized and directed for and on behalf of the Governing Body, to take any and all such action as may be required by the City to carry out and to give effect to the aforesaid documents authorized pursuant to this resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this resolution in order to evidence said authority, including of the final Term Sheet in connection with the Series 2023 Bonds.

SECTION 31. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Series 2023 City Bond Resolution shall become effective upon the adoption hereof.

[Remainder Intentionally Left Blank]

Council Member _____ made the motion and Council Member _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Yeas:

Nays:

Abstained:

Absent:

The President of the Council then declared the resolution passes and adopted this the 26th day of September 2023.

APPROVED BY:

PRESIDENT OF THE CITY COUNCIL

MAYOR

ATTEST:

CITY CLERK

(SEAL)

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EXHIBIT A

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FORM OF THE SERIES 2023 INDENTURE

EXHIBIT B

FORM OF THE SERIES 2023 CITY BOND PURCHASE AGREEMENT

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EXHIBIT C

FORM OF THE

MISSISSIPPI DEVELOPMENT BANK SERIES 2023 BOND PURCHASE AGREEMENT

81887011.v5

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 OSFICE C

OFFICE OF THE CITY ATTORNEY

This RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI DIRECTING THE ISSUANCE OF A TAXABLE GENERAL OBLIGATION DIRECTING THE ISSUANCE OF A TAXABLE GENERAL OBLIGATION THE PRINCIPAL AMOUNT OF NOT TO EXCEED NINE MILLION FIVE HUNDRED DOLLARS. (\$9,500,000) TO RAISE MONEY FOR THE PURPOSE OF (I)(A) FUNDING A PORTION OF REPAIRING, IMPROVING, ADORNING AND EQUIPPING OF THE ARTS CENTER OF MISSISSIPPI AND THE RUSSELL C. DAVIS PLANETARIUM AND FOR OTHER AUTHORIZED PURPOSES IN CONNECTION WITH SAME INCLUDING CONSTRUCTING, IMPROVING AND PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS AND PUBLIC PARKING FACILITIES (COLLECTIVELY, THE "CONSTRUCTION PROJECT"), ALL PURSUANT TO SECTIONS 21-33-301 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME: (B) PROVIDING FUNDS TO THE JACKSON REDEVELOPMENT AUTHORITY, AN URBAN RENEWAL AGENCY CREATED UNDER THE URBAN RENEWAL ACT ("JRA") IN CONNECTION WIH THE NMTC FINANCING (DEFINED BELOW) FOR THE CONSTRUCTION PROJECT; (C) PROVIDING FOR THE PAYMENT IN FULL OR IN PART OF THE OUTSTANDING \$7,500,000 (ORIGINAL PRINCIPAL AMOUNT) CITY OF JACKSON, MISSISSIPPI TAX-EXEMPT GENERAL OBLIGATION PLANETARIUM BOND, SERIES 2022, DATED DECEMBER 22, 2022 AND THE CORRESPONDING \$7,500,000 MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2022 (JACKSON, MISSISSIPPI TAX-EXEMPT GENERAL OBLIGATION PLANETARIUM BOND PROJECT) DATED DECEMBER 22, 2022; (D) PURSUING AN ADDITIONAL SUBSIDY AND/OR FINANCING FOR THE CONSTRUCTION PROJECT BY PARTICIPATING AND UTILIZING FEDERAL AND MISSISSIPPI NEW MARKETS TAX CREDITS PURSUANT TO SECTION 45D OF THE INTERNAL REVENUE CODE OF 1986 AND SECTION 57-105-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME (THE "NMTC FINANCING"); (E) AUTHORIZING THE USE OF A PUBLIC ENTITY, INCLUDING BUT NOT LIMITED TO, THE JRA AS WELL AS ANY PUBLIC BENEFIT CORPORATION CREATED THERERBY PURSUANT TO MISSISSIPPI LAW IN CONNECTION WITH THE NMTC FINANCING; (F) ENTERING INTO OR APPROVING VARIOUS LEASES, LOANS, DEVELOPMENT AGREEMENTS AND OTHER FINANCING ARRANGEMENTS WITH THE PUBLIC ENTITY, THE PUBLIC BENEFIT CORPORATION AND OTHER PARTICIPANTS FOR THE NMTC TRANSACTION; (G) PROVIDING FOR CAPITALIZED INTEREST, IF NECESSARY; AND (H) PAYING THE COSTS OF BORROWING ASSOCIATED WITH THE ISSUANCE OF THE SERIES 2023 CITY BOND AND THE NMTC FINANCING; (II) DIRECTING THE SALE AND AWARD OF THE SERIES 2023 CITY BOND; (III) APPROVING THE FORM OF AND EXECUTION OF THE SERIES 2023 CITY BOND PURCHASE AGREEMENT AND SERIES 2023 MISSISSIPPI DEVELOPMENT BANK BOND PURCHASE AGREEMENT, INCLUDING THE EXECUTION OF A TERM SHEET PURSUANT TO CERTAIN PARAMETERS AUTHORIZED BY THE GOVERNING BODY HEREIN FOR THE SALE OF THE \$9,500,000 MISSISSIPPI DEVELOPMENT BANK TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2023 (JACKSON, MISSISSIPPI GENERAL OBLIGATION PLANETARIUM IMPROVEMENT BOND PROJECT) (THE "SERIES 2023 BONDS"); AND APPROVING THE FORM OF THE SERIES 2023 INDENTURE OF TRUST FOR THE SERIES 2023 BONDS is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, City Attorney

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET _____ September 21, 2023 _____.

	2.011127	DATE
	POINTS	COMMENTS
1.	Brief Description	RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION ADOPTED ON AUGUST 22, 2023, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT PROTEST DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; AND AUTHORIZING THE ISSUANCE OF SAID BONDS AND/OR BOND AND/OR LOAN
2.	Public Policy Initiative1. Youth & Education2. Crime Prevention3. Changes in City Government4. Neighborhood Enhancement5. Economic Development6. Infrastructure and Transportation7. Quality of Life	1, 4, 5, 7
3.	Who will be affected	Students and learners statewide, tourists and visitors of the Planetarium, surrounding communities.
4.	Benefits	This is a resolution for The Mayor and City Council of Jackson, Mississippi, to officially issue a bond for up to \$9.5 million in 2023. The money from this bond will be used to partly fund repairs and upgrades for the Arts Center of Mississippi and the Russell C. Davis Planetarium, for related projects like improving streets, sidewalks, and parking areas, to provide funds to the Jackson Redevelopment Authority, connected with a special financing arrangement for the construction project, to pay off or partially cover the debt from a bond issued in 2022, which was for \$7.5 million, to pursue extra financial support for the construction project using both Federal and Mississippi tax credits, to authorize
		the involvement of public entities, including the Jackson Redevelopment Authority and possibly other public benefit corporations, in the special financing arrangement, to enter into various agreements related to this financing arrangement, to possibly cover upfront interest costs, and to pay costs linked with issuing the 2023 bond and the special financing.

6	5.	Schedule (beginning date)	September 26, 2023
v	6.	Location: • WARD • CITYWIDE (yes or no) (area)	Ward 7 Yes
		 Project limits if applicable 	
	7.	Action implemented by: City Department Consultant	Department of Human and Cultural Services
	8.	COST	N/A
	9.	Source of Funding General Fund Grant Bond Other	N/A
	10.	EBO participation	ABE% WAIVER yes no N/A
((AABE% WAIVER yes no N/A
			WBE% WAIVER yes no N/A
			HBE % WAIVER yes no N/A
			NABE% WAIVER yes no N/A

Department of Human & Cultural Services



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

MEMORANDUM

To:Mayor Chokwe Antar LumumbaFrom:Dr. Pamela Scott Department of Human and Cultural ServicesDate:September 21, 2023

Subject: General Obligation Bond

Attached you will find a resolution for The Mayor and City Council of Jackson, Mississippi, to officially issue a bond for up to \$9.5 million in 2023. The money from this bond will be used for various purposes:

- To partly fund repairs and upgrades for the Arts Center of Mississippi and the Russell C. Davis Planetarium. This also includes related projects like improving streets, sidewalks, and parking areas.
- To provide funds to the Jackson Redevelopment Authority, connected with a special financing arrangement for the construction project.
- To pay off or partially cover the debt from a bond issued in 2022, which was for \$7.5 million.
- To pursue extra financial support for the construction project using both Federal and Mississippi tax credits.
- To authorize the involvement of public entities, including the Jackson Redevelopment Authority and possibly other public benefit corporations, in the special financing arrangement.
- To enter into various agreements related to this financing arrangement.
- To possibly cover upfront interest costs.
- To pay costs linked with issuing the 2023 bond and the special financing.

Additionally, the resolution outlines the steps for selling this bond approving the related paperwork and agreements for the sale of the bond.

Please free to contact Mike Williams with any questions or clarifications you may have.

INDENTURE OF TRUST

BY AND BETWEEN

MISSISSIPPI DEVELOPMENT BANK

AND

THE _____, AS SERIES 2023 TRUSTEE

W.

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DATED AS OF _____, 2023

RE:

MISSISSIPPI DEVELOPMENT BANK TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2023 (CITY OF JACKSON, MISSISSIPPI GENERAL OBLIGATION PLANETARIUM IMPROVEMENT BOND PROJECT)

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TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS AND RULES OF INTERPRETATION

SECTION 1.01	Definitions	2
SECTION 1.02	Rules of Interpretation	9

ARTICLE II

AUTHORIZATION AND ISSUANCE OF SERIES 2023 BONDS

SECTION 2.01 Authorization and Issuance of Series 2023 Bonds	10
SECTION 2.02 Purpose and Disposition of Series 2023 Bonds.	10
SECTION 2.03 General Description of the Series 2023 Bonds	11
SECTION 2.04 Provisions for Issuance of Series 2023 Bonds	
SECTION 2.05 Reserved.	12
SECTION 2.06 Form of Series 2023 Bonds	13
SECTION 2.07 Reserved	20

ARTICLE III

GENERAL TERMS AND PROVISIONS OF SERIES 2023 BONDS

SECTION 3.01	Medium, Form and Place of Payment	23
SECTION 3.02	Legends	23
SECTION 3.03	Execution	23
SECTION 3.04	Authentication	23
SECTION 3.05	Mutilated, Lost, Stolen or Destroyed Series 2023 Bonds	24
SECTION 3.06	Registration, Transfer and Exchange of Series 2023 Bonds; Persons	
	Treated as Owners	24
SECTION 3.07	Destruction of Series 2023 Bonds	25
SECTION 3.08	Nonpresentment of Series 2023 Bonds	25
SECTION 3.09	Other Obligations Payable from Revenues	25
	Temporary Series 2023 Bonds	
SECTION 3.11	Limitations on Obligations of Bank	26
	Immunity of Officers and Directors	
	÷	

ARTICLE-IV

REDEMPTION OF SERIES 2023 BONDS PRIOR TO MATURITY

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ARTICLE V

F

6

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GENERAL COVENANTS

SECTION 5.01 Payment of Principal and Interest	
SECTION 5.02 Performance of Covenants; Bank	
SECTION 5.03 Instruments of Further Assurance	29
SECTION 5.04 [RESERVED].	29
SECTION 5.05 Covenants Concerning Program.	
SECTION 5.06 Possession and Inspection of Series 2023 City Bond	29
SECTION 5.07 Accounts and Reports	
SECTION 5.08 Bank Covenants with Respect to Series 2023 City Bond.	30
SECTION 5.09 [RESERVED]	30
SECTION 5.10 Monitoring Investments	30
SECTION 5.11 Positive Cash Flow Certificates.	30
SECTION 5.12 [RESERVED]	31
SECTION 5.13 [RESERVED]	31
SECTION 5.14 Covenants Concerning Preservation of Tax Exemption	31

ARTICLE VI

REVENUES AND FUNDS

SECTION 6.01	Source of Payment of Series 2023 Bonds	32
SECTION 6.02	Creation of Funds	32
SECTION 6.03	Deposit of Net Proceeds of Series 2023 Bonds.	32
	Deposit of Revenues and Other Receipts	
SECTION 6.05	Operation of General Account	32
SECTION 6.06	Operation of the Redemption Account	33
SECTION 6.07	Operation of the Purchase Account	33
SECTION 6.08	Operation of the Capitalized Interest Account	31
SECTION 6.09	[RESERVED]	34
	Operation of Bond Issuance Expense Account	
SECTION 6.11	Operation of the Rebate Fund.	34
SECTION 6.12	Moneys to be Held in Trust	35
SECTION 6.13	Amounts Remaining in Funds or Accounts	35
	Certain Verifications	

ARTICLE VII

PURCHASE OF CITY BOND

	5
SECTION 7.02 Purchases	5
SECTION 7.03 Retention and Inspection of Documents	
SECTION 7.04 Report	

ARTICLE VIII

INVESTMENT OF MONEYS

SECTION 8.01	General Provisions.	.37
	Arbitrage Restrictions; Series 2023 Bonds to Remain Tax Exempt	
SECTION 8.03	Valuation of Investments.	.37

ARTICLE IX

DISCHARGE OF INDENTURE

ARTICLE X

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

SECTION 10.01 Defaults; Events of Default	40
SECTION 10.02 Remedies: Rights of Bondholders	41
SECTION 10.03 Rights of Bondholders to Direct Proceedings	42
SECTION 10.04 Appointment of Receivers	
SECTION 10.05 Application of Moneys	
SECTION 10.06 Remedies Vested in the Series 2023 Trustee	44
SECTION 10.07 Rights and Remedies of Bondholders	
SECTION 10.08 Termination of Proceedings	
SECTION 10.09 Waivers of Events of Default.	
SECTION 10.10 Notice of Defaults under Section 10.01(d) or (e); Opportunity	
of the Bank to Cure Such Defaults	45

ARTICLE XI

TRUSTEE

SECTION 11.01	Acceptance of the Trusts	46
	Fees, Charges and Expenses of the Series 2023 Trustee	
SECTION 11.03	Intervention by the Series 2023 Trustee	48
SECTION 11.04	Successor Series 2023 Trustee	48
SECTION 11.05	Resignation by the Series 2023 Trustee	49
SECTION 11.06	Removal of the Series 2023 Trustee	49
SECTION 11.07	Appointment of Successor Trustee by the Bondholders;	
	Temporary Trustee	49
SECTION 11.08	Concerning Any Successor Trustee	50
SECTION 11.09	Indemnification	
SECTION 11.10	Successor Trustee as Trustee of Funds, Paying Agent and Registrar	51

ARTICLE XII

SUPPLEMENTAL INDENTURES

ARTICLE XIV

[RESERVED]

ARTICLE XV

MISCELLANEOUS

Consents, etc., of Bondholders	53
Limitation of Rights	53
Severability	53
•	
Series 2023 Trustee as Paying Agent and Registrar	54
Counterparts	54
Receipt of Money or Revenues by Series 2023 Trustee	54
	Consents, etc., of Bondholders Limitation of Rights Severability Notices Series 2023 Trustee as Paying Agent and Registrar Payments Due on Saturdays, Sundays and Holidays Counterparts Receipt of Money or Revenues by Series 2023 Trustee Applicable Provisions of Law

EXHIBIT A - FORM OF SERIES 2023 CITY BOND

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INDENTURE OF TRUST

This INDENTURE OF TRUST is dated as of ______, 2023, by and between the MISSISSIPPI DEVELOPMENT BANK, a public body corporate and politic, of the State of Mississippi (the "State") exercising essential public functions (the "Bank"), organized under the provisions of Mississippi Code of 1972, Sections 31-25-1 *et seq.* (as from time to time amended, the "Bank Act") and ______, a state banking corporation duly organized and existing under the laws of the State of Mississippi and duly authorized to accept and execute trusts of the character herein with a corporate trust office in Biloxi, Mississippi, as Trustee (the "2023 Trustee").

WITNESSETH:

WHEREAS, the Bank is authorized and empowered by the provisions of the Act to issue bonds for the purpose of buying Securities of Local Governmental Units (all as defined in the Bank Act); and

WHEREAS, the execution and delivery of this Indenture of Trust (this "Indenture") has been in all respects duly and validly authorized by a resolution duly passed and approved by the Board of the Bank.

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

GRANTING CLAUSES

The Bank, in consideration of the premises and the acceptance by the Series 2023 Trustee of the trusts hereby created and of the purchase and acceptance of the Series 2023 Bonds (as hereinafter defined) by the owners thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Series 2023 Bonds according to their tenor and effect and to secure the performance and observance by the Bank of all covenants expressed or implied herein and in the Series 2023 Bonds, does hereby grant, transfer, bargain, sell, convey, mortgage, assign and pledge, and grant a security interest in the rights, interests, properties, monies and other assets described in the following Granting Clauses to the Series 2023 Trustee and its successors in trust and assigns forever (collectively, the "Trust Estate"), for the securing of the performance of the obligations of the Bank hereinafter set forth, such grant, transfer, bargaining, sale, conveyance, mortgage, assignment, pledge and security interest, as described in the following Granting Clauses.

GRANTING CLAUSE FIRST

All cash and securities now or hereafter held in the Funds (as hereinafter defined) and Accounts (as hereinafter defined) created or established under this Indenture (other than the Rebate Fund) and the investment earnings thereon (other than the Rebate Fund) and all proceeds thereof (except to the extent in the Rebate Fund or any amounts which are transferred from such Funds and Accounts from time to time in accordance with this Indenture).

GRANTING CLAUSE SECOND

The Series 2023 City Bond (as hereinafter defined) acquired and held by the Series 2023 Trustee pursuant to this Indenture, all the payments thereunder, including Additional Payments as defined herein, due under the Series 2023 City Bond Resolution, all the earnings thereon and all proceeds thereof.

GRANTING CLAUSE THIRD

All funds, accounts and moneys hereinafter pledged to the Series 2023 Trustee as security by the Bank to the extent of that pledge.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Series 2023 Trustee and its respective successors in trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Series 2023 Bonds issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Series 2023 Bonds over any of the other Series 2023 Bonds except as otherwise expressly provided herein;

PROVIDED HOWEVER, that if the Bank shall pay or cause to be paid, or there shall otherwise be paid or made provision for payment of, the principal of and interest on the Series 2023 Bonds due or to become due thereon, at the times and in the manner mentioned in the Series 2023 Bonds, and shall pay or cause to be paid or there shall otherwise be paid or made provision for payment to the Series 2023 Trustee of all sums of money due or to become due according to the provisions hereof and shall otherwise comply with Article IX hereof, then this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture to be and remain in full force and effect.

THIS INDENTURE OF TRUST FURTHER WITNESSETH, and it is expressly declared, that all Series 2023 Bonds issued and secured hereunder are to be issued, authenticated and delivered, and all said property, rights and interests, including, without limitation, the amounts hereby assigned and pledged, are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the Bank has agreed and covenanted, and does hereby agree and covenant, with the Series 2023 Trustee and with the respective owners, from time to time, of the Series 2023 Bonds, or any part thereof, as follows (subject, however, to the provisions of Sections 3.11 and 3.12 hereof):

ARTICLE I

DEFINITIONS AND RULES OF INTERPRETATION

SECTION 1.01 Definitions. The following words and phrases shall have the following meanings unless the context otherwise requires:

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"Accounts" means the accounts created pursuant to Article VI hereof.

"Act" means together the Bank Act and the City Bond Act.

"Additional Payments" means such Additional Payments as required by this Indenture, which include, each and all of the following, to be paid by the City under the Series 2023 City Bond Resolution:

(a) all Costs of Issuance to the extent not paid from the proceeds of the Series 2023 Bonds;

(b) to or upon the order of the Series 2023 Trustee, upon demand, all fees of the Series 2023 Trustee for services rendered under the Indenture and all fees and charges of the paying agent, registrars, legal counsel, accountants, engineers, public agencies and others incurred in the performance on request of the Series 2023 Trustee of services required under the Indenture for which the Series 2023 Trustee and such other persons are entitled to payment or reimbursement; <u>provided</u> that after payment in full thereof the City may, without creating a default hereunder, contest in good faith the necessity or reasonableness of any such services, fees or expenses other than the Series 2023 Trustee's fees for ordinary services as set forth in the Indenture, paying agency fees and any fees or charges of public agencies;

(c) to the Issuer and the Series 2023 Trustee, the Administrative Expenses, and all other reasonable expenses incurred by the Issuer and the Series 2023 Trustee in relation to the Construction Project under the Series 2023 City Bond Resolution which are not otherwise required to be paid by the City under the terms of the Series 2023 City Bond Resolution and all indemnity payments required to be made under Section 11.09 hereof; and

(d)any and all out-of-pocket costs and expenses (including, without limitation, the reasonable fees and expenses of any counsel, accountants, appraisers or other professionals) incurred by the Series 2023 Trustee or the Issuer at any time, in connection with (i) the preparation, negotiation and execution of this Indenture, the Series 2023 City Bond, the Series 2023 City Bond Resolution and all other Bond Documents, any amendment of or modification of this Indenture, the Series 2023 City Bond, the Series 2023 City Bond Resolution or the other Bond Documents (including in connection with any sale, transfer, or attempted sale or transfer of any interest herein to a participant or assignee); (ii) any litigation, contest, dispute, suit, proceeding or action, whether instituted by the Issuer, the Series 2023 Trustee, the City or any other person in any way relating to the Construction Project, the Series 2023 City Bond, the Series 2023 City Bond Resolution, the other Bond Documents, or the City's affairs; (iii) any attempt to enforce any rights of the Series 2023 Trustee or the Issuer against the City or any other person which may be obligated to the Series 2023 Trustee and/or Issuer by virtue of the Series 2023 City Bond, the City Bond Resolution, the other Bond Documents or any other Construction Project related document; (iv) any action to protect, collect, sell, liquidate or otherwise dispose of the Construction Project; and (v) performing any of the obligations relating to or payment of any obligations of the City hereunder in accordance with the terms hereof or any other Bond Document.

"Authorized Officer" means the President, Vice President, or Executive Director or Secretary of the Bank or such other person or persons who are duly authorized to act on behalf of the Bank.

"Bank" means the Mississippi Development Bank, a body corporate and politic exercising essential public functions, or any successor to its functions organized under the Bank Act.

"Bank Act" means the provisions of Mississippi Code of 1972, Sections 31-25-1 et seq., as amended from time to time.

"Bankruptcy Code" means the 11 U.S.C. Sections 101 et seq., as amended or supplemented from time to time.

"Bond Counsel" means Butler Snow LLP or an attorney or firm of attorneys approved by the City and the Bank that is nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government bonds from gross income under federal tax law, including particularly compliance with Section 148(f) of the Code.

"Bond Issuance Expense Account" means the account by that name created by Section 6.02 hereof.

"Bond Register" means the registration records of the Bank kept by the Series 2023 Trustee to evidence the registration and transfer of the Series 2023 Bonds.

"Bondholder" or "holder of Bonds" or "owner of Bonds" or any similar term means the Registered Owner of any Bond.

"Bonds" means the Series 2023 Bonds, Series 2023 Bank Bonds and any Refunding Bonds.

"Business Day" means any day, other than a Saturday or Sunday, on which the Series 2023 Trustee or the City Hall of the City is not closed and on which the payment system of the Federal Reserve System, is operational.

"Capitalized Interest Account" means the account by that name created by Section 6.02 hereof.

"City" shall mean the City of Jackson, Mississippi, a "local governmental unit" under the Bank Act.

"City Bond Act" means the provisions of Mississippi Code of 1972, Sections 21-33-301 et seq., as amended from time to time.

"City Bond Interest Payment" means that portion of a City Bond Payment which represents the interest due or to become due on City Bond held by the Series 2023 Trustee pursuant to this Indenture.

"City Bond Payment" means the amounts paid or required to be paid, from time to time, for principal, premium, if any, and interest on the Series 2023 City Bond held by the Series 2023 Trustee pursuant to this Indenture.

"City Bond Principal Payment" means that portion of a City Bond Payment which represents the principal due or to become due on the Series 2023 City Bond held by the Series 2023 Trustee pursuant to this Indenture.

"Code" means the Internal Revenue Code of 1986 in effect on the date of issuance of the Series 2023 Bonds, and the applicable regulations or rulings promulgated or proposed thereunder, and any successor thereto.

"Construction Project" shall mean repairing, improving, adorning and equipping the Arts Center of Mississippi and the Russell C. Davis Planetarium and for other authorized purposes in connection with same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities and for other authorized purposes under the Act.

"Costs of Issuance" shall mean items of expense payable or reimbursable by or indirectly by the Bank and related to the authorization, sale, validation and issuance of the Series 2023 Bonds and the purchase and validation of the Series 2023 City Bond, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Series 2023 Trustee, legal fees and charges, professional consultants' fees, financial advisor fees and expenses, costs of credit ratings, fees and charges for execution, transportation and safekeeping of Series 2023 Bonds, credit enhancements or liquidity facility fees, and other costs, charges and fees in connection with the foregoing.

"Counsel" means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state and approved by the Bank and the Series 2023 Trustee.

"Default" means an event or condition the occurrence of which, with the lapse of time or the giving of notice or both, would become an Event of Default hereunder.

"Event of Default" means any occurrence or event specified in Section 10.01 hereof.

"Fees and Charges" means fees and charges established by the Bank from time to time pursuant to the Act which are payable by the City.

"Fiscal Year" means the Bank's fiscal year being the twelve month period from July 1_ through the following June 30 or such other as may be established by the Bank.

"Funds" means the funds created pursuant to Article VI hereof (other than the Rebate Fund).

"General Account" means the account by that name created by Section 6.02 hereof.

"General Fund" means the fund by that name created by Section 6.02 hereof.

"Governmental Obligations" means to the extent permitted by State law (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to: Department of Housing and Urban Development, Export-Import Bank, Farmers Home Administration (or successor thereto), Federal Financing Bank, Federal Housing Administration, Maritime Administration, Small Business Administration, which obligations include but are not limited to certificates or receipts representing direct ownership of future interest or principal payments on obligations described in clause (a) or in this clause (b) and which are held by a custodian in safekeeping on behalf of the holders of such receipts; and (c) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of, premium, if any, and interest on which (i) is fully and unconditionally guaranteed or insured by the United States of America, or (ii) is provided for by an irrevocable deposit of the securities described in clause (i) to the extent such investments are permitted by law.

"Indenture" means this Indenture of Trust, and all supplements and amendments hereto entered into pursuant to Article XII hereof.

"Interest Payment Date" means any date on which interest is payable on the Series 2023 Bonds, and for the Series 2023 Bonds, June 1 and December 1, commencing June 1, _____.

"Investment Securities" means any and all securities, instruments and the like in which the Bank is authorized from time to time to invest its funds under State law, including but not limited to Governmental Obligations.

"Local Governmental Unit" means (i) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State of Mississippi, (ii) the State of Mississippi or any agency thereof, (iii) the institutions of higher learning of the State of Mississippi, (iv) any education building corporation established for institutions of higher learning, or (v) any other governmental unit created under state law, such as the City, through programs of purchasing the bonds, notes or evidences of indebtedness of such local governmental units under agreements between such local governmental units and the Bank.

"Notice Address" means, with respect to the City, the City's address given in connection with the sale of the Series 2023 City Bond to the Bank, and, with respect to the Bank, the Series 2023 Trustee and the Original Lender:

<u>Bank</u>:

1

Mississippi Development Bank 735 Riverside Drive, Suite 300 Jackson, MS 39202 Attention: Executive Director

Series 2023 Trustee:

Bank

, MS 39530

Attention: Corporate Trust Department

Original Lender:

Cadence Bank 525 East Capitol Street Jackson, MS 39201 Attention: Public Sector Finance

"Opinion of Bond Counsel" means an opinion by a nationally recognized firm experienced in matters relating to the tax exemption for interest payable on obligations of states and their instrumentalities and political subdivisions under federal law, and which is acceptable to the Bank and the Series 2023 Trustee.

"Opinion of Counsel" means a written opinion of Counsel addressed to the Series 2023 Trustee, for the benefit of the owners of the Series 2023, who may (except as otherwise expressly provided in this Indenture) be Counsel to the Bank or Counsel to the owners of the Series 2023 Bonds and who is acceptable to the Series 2023 Trustee.

"Original Lender" means Cadence Bank, Jackson, Mississippi.

"Outstanding" or "Bonds Outstanding" means all Series 2023 Bonds which have been authenticated and delivered by the Series 2023 Trustee under this Indenture, including Series 2023 Bonds held by the Bank, except:

(a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Bonds deemed paid under Article IX hereof; and

(c) Bonds in lieu of which other Bonds have been authenticated under Section 3.05, 3.06 or 3.10 hereof.

"Paying Agent" means ______ Bank, a state banking corporation, or any successor thereto, acting as the Paying Agent under the Series 2023 City Bond Resolution.

"Positive Cash Flow Certificate" means a certificate prepared in accordance with Section 5.11 hereof by the Bank to the effect that immediately after the occurrence or non-occurrence of a specific action or omission, as appropriate, Revenues expected to be received, together with other moneys expected to be held in the Funds and Accounts under this Indenture (other than the Rebate Fund) and available therefor in accordance with Section 5.11 (b) hereof, will at least be sufficient on each Interest Payment Date to provide payment of the principal and interest of the Outstanding Bonds due on such date and the payment of Program Expenses, if any.

"Principal Office" means, as it relates to the Series 2023 Trustee, the address for the Series 2023 Trustee set forth under the definition of Notice Address above.

"Principal Payment Date" means the maturity date or the mandatory sinking fund redemption date of any Bond. "Program" means the program for purchasing the Series 2023 City Bond by the Bank pursuant to the Bank Act.

"Program Expenses" means all of the fees and expenses of the Series 2023 Trustee relating to the Series 2023 Bonds or Series 2023 City Bond, any expenses for preparing Positive Cash Flow Certificates under Section 5.11 and costs of determining the amount rebatable, if any, to the United States of America under Section 6.11 hereof, all to the extent properly allocable to the Program and approved in writing by the Bank.

"Purchase Account" means the account by that name created by Section 6.02 hereof.

"Rebate Fund" means the fund by that name created by Section 6.02 hereof.

"Record Date" means, with respect to any Interest Payment Date, the fifteenth day of the calendar month next preceding such Interest Payment Date.

"Redemption Account" means the account by that name created by Section 6.02 hereof.

"Redemption Price" means, with respect to any Bond, the principal amount thereof, plus the applicable premium, if any, payable upon redemption prior to maturity.

"Refunding Bonds" means Series 2023 Bonds issued pursuant to Sections 2.04 and 2.05 hereof and any Supplemental Indenture.

"Registered Owner" means the person or persons in whose name any Bond shall be registered on the Bond Register.

"Related Documents" shall mean this Indenture and the City Bond Resolution.

"Revenues" means the Funds and Accounts and all income, revenues and profits of the Funds and Accounts referred to in the granting clauses hereof including, without limitation, all City Bond Payments and any Additional Payments paid to the Series 2023 Trustee under the City Bond Resolution.

"Secretary" means the Secretary or the Assistant Secretary of the Bank.

"Series 2023 City Bond" means the \$9,500,000 Taxable General Obligation Bond, Series 2023 (Planetarium Improvement Project), of the City.

"Series 2023 Bonds" or "Series 2023 Bank Bonds" means \$9,500,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2023 (City of Jackson, Mississippi General Obligation Planetarium Improvement Bond Project) as defined by.

"Series 2023 City Bond Purchase Agreement" means that certain City Bond Purchase Agreement, dated ______, 2023, by and between the City and the Bank in connection with the issuance and sale of the Series 2023 City Bond.

"Series 2023 City Bond Resolution" means that certain Bond Resolution adopted by the City on September 26, 2023, in connection with the issuance of the Series 2023 City Bond.

"Series 2023 Trustee" means the state banking corporation or national banking association with corporate trust powers qualified to act as Trustee under this Indenture which may be designated (originally or as a successor) as Trustee for the owners of the Bonds issued and secured under the terms of this Indenture, and which shall initially be The Peoples Bank, Biloxi, Mississippi.

"State" means the State of Mississippi.

"Supplemental Indenture" means an indenture supplemental to or amendatory of this Indenture, executed by the Bank and the Series 2023 Trustee in accordance with Article XII hereof.

"Trust Estate" means the property, rights, and amounts pledged and assigned to the Trustee pursuant to the granting clauses hereof.

SECTION 1.02 Rules of Interpretation. For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) "This Indenture" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder," and "herewith" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article or elsewhere in this Indenture have the meanings assigned to them in this Article or elsewhere in this Indenture, as the case may be, and include the plural as well as the singular.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles.

(e) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(f) The headings or captions used in this Indenture are for convenience of reference only and shall not define or limit or describe any of the provisions hereof or the scope or intent thereof.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF BONDS

SECTION 2.01 Authorization and Issuance of Series 2023 Bonds. Series 2023 Bonds of the Bank to be known and designated as "Mississippi Development Bank Taxable Special Obligation Bonds, Series 2023 (Jackson, Mississippi General Obligation Planetarium Improvement Bond Project)," are hereby authorized to be issued. The aggregate principal amount of Series 2023 Bonds that may be issued, authenticated and Outstanding hereunder is Nine Million Five Hundred Thousand Dollars (\$9,500,000.00).

There is hereby created by this Indenture, in the manner and to the extent provided herein, a continuing pledge and lien to secure the full and final payment of the principal or Redemption Price of and interest on all of the Series 2023 Bonds issued pursuant to this Indenture. The Series 2023 Bonds shall be payable solely from the Revenues. The State shall not be liable on the Series 2023 Bonds and the Series 2023 Bonds shall not be a debt, liability, pledge of the faith or loan of the credit or moral obligation of the State. The Series 2023 Bonds shall contain on the face thereof a statement to the effect that the Bank is obligated to pay the principal of the Series 2023 Bonds, the interest and the redemption premium, if any, thereon only from the Revenues and that the State is not obligated to pay such principal, interest or redemption premium, if any, and that neither the faith and credit nor the taxing power of the State is pledged to the payment of the Series 2023 Bonds. In the Act, the State has pledged to and agreed with the holders of any Series 2023 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2023 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2023 Bonds, are fully met and discharged. All Series 2023 Bonds shall mature on or before December 1, ____.

SECTION 2.02 Purpose and Disposition of Series 2023 Bonds.

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The purpose for issuing the Series 2023 Bonds is to fund the Purchase Account, in order to provide funds for the purchase of the Series 2023 City Bond to (a) provide funds for the Construction Project, (b) provide funds to Jackson Redevelopment Authority, an Urban Renewal Agency created under the Urban Renewal Act ("JRA") in connection with the NMTC Financing (defined below) for the Construction Project, (c) provide for the payment in full of the Series 2022 Bonds (as defined in the Series 2023 City Bond Resolution), (d) pursue additional subsidy for the Construction Project by participating and utilizing federal New Markets Tax Credits pursuant to Section 45D of the Internal Revenue Code of 1986, as amended and/or Mississippi Equity Investment Tax Credits pursuant to Sections 57-105-1, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "MS NMTC Act") (collectively, the "NMTC Financing") to finance the Construction Project, (e) authorize the use of a Public Entity (the "Public Entity"), including but not limited to the JRA to be utilized as defined specifically pursuant to § 57-105-1 (7)(b)(iii) of the MS NMTC Act as well as a "Public Benefit Corporation" as defined specifically pursuant to § 57-105-1 (7)(b)(ii) of the MS NMTC Act ("Public Benefit Corporation"); (f) entering into or approving various leases, loans, development agreements and other financing arrangements with the Public Entity, Public Benefit Corporation or other NMTC

Financing participants for the purpose of utilizing NMTC Financing as may be approved by further action of the Governing Body; (g) providing for capitalized interest for the Capitalized Interest Account of the General Fund to pay capitalized interest, if necessary, for the Series 2023 City Bond, and (h) paying the costs of borrowing associated with the issuance of the Series 2023 Bonds by funding the Bond Issuance Expense Account, the Series 2023 City Bond and the NMTC Financing (collectively, (a) through (h), the "**Project**").

Upon the delivery of the Series 2023 Bonds and receipt of the net proceeds therefor, the Bank shall deliver to the Series 2023 Trustee proceeds of the Series 2023 Bonds in the amount of \$9,500,000.00 for deposit (i) into the General Fund, Bond Issuance Expense Account, the sum of \$______ to pay Costs of Issuance; (ii) into the General Fund, Capitalized Interest Account, the sum of \$______ to pay interest on the Series 2023 Bonds during the construction period for the Project; and (iii) into the General Fund, Purchase Account, \$______ of the net proceeds to be distributed to the City as provided in the Series 2023 City Bond Purchase Agreement.

SECTION 2.03 General Description of the Series 2023 Bonds. The Series 2023 Bonds shall be issuable as fully registered bonds in the denomination of \$5,000 or any integral multiple thereof. The Series 2023 Bonds shall be numbered from one (1) upward, as applicable.

Each Series 2023 Bond shall carry an original date of ______, 2023 and shall carry the date on which it is authenticated. If a Series 2023 Bond is authenticated on or prior to June 1, 2023, it shall bear interest from ______, 2023. Each Series 2023 Bond authenticated after June 1, ______ shall bear interest from the most recent Interest Payment Date to which interest has been paid as of the date of authentication of such Series 2023 Bond unless such Series 2023 Bond is authenticated after a Record Date and on or before the next succeeding Interest Payment Date, in which event the Series 2023 Bond will bear interest from such next succeeding Interest Payment Date.

Interest on the Series 2023 Bonds shall be payable on June 1 and December 1 of each year, commencing June 1, _____, until the Series 2023 Bonds are paid with the first principal payment commencing on December 1, _____ until December 1, _____. Interest will be calculated using a three hundred sixty (360) day year based on twelve (12) thirty (30) day months.

The Series 2023 Bonds shall mature on December 1 in the years and in the principal amounts, and shall bear interest at the rates per annum, all as set forth below:

YEAR OF	PRINCIPAL	INTEREST	
MATURITY	AMOUNT	RATE	

SECTION 2.04 Provisions for Issuance of Bonds. The Bonds shall be executed by Authorized Officers of the Bank for issuance under this Indenture and delivered to the Series 2023 Trustee and thereupon shall be authenticated by the Series 2023 Trustee and by it delivered to the Bank or to the purchasers/lenders thereof, as specified in a written order of the Bank, but only upon the receipt by the Series 2023 Trustee of:

(a) An Opinion of Counsel dated as of the date of delivery thereof to the effect that (i) this Indenture and the performance by the Bank of its obligations hereunder, have been duly authorized, and this Indenture has been duly executed and delivered by the Bank and constitutes the legal, valid and binding agreement of the Bank, enforceable in accordance with its terms; (ii) the Series 2023 Bonds have been duly authorized, sold, executed and delivered by the Bank, and are valid and binding obligations of the Bank enforceable in accordance with their terms; (iii) all resolutions and actions of the Bank relating to the documents in question and all related proceedings comply with all rules and regulations of the Bank and all approvals or other actions required to be obtained or taken by the Bank under the Act have been obtained or taken as required;

(b) A written order as to the delivery of such Series 2023 Bonds, signed by an Authorized Officer;

(c) A copy of the resolution adopted and approved by the Bank, authorizing the execution and delivery of this Indenture and the issuance and sale of such Series 2023, certified by an Authorized Officer;

(d) [Reserved];

(f

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(e) An Opinion of Bond Counsel dated as of the date of delivery thereof;

(f) A certificate of an Authorized Officer that the issuance of such Series 2023 Bonds will not violate any limitations in the Act or any other laws of the State as to the amount of Series 2023 Bonds that may be Outstanding from time to time;

(g) A certificate of an Authorized Officer that the Act has not been repealed or amended in a manner that would adversely affect the rights of owners of such Series 2023 Bonds; and

(h) Such further documents, moneys and securities as are required by the provisions of this Section 2.04 or Article VII.

SECTION 2.05 RESERVED.

12

SECTION 2.06 Form of Bonds. The Bonds and the Trustee's certificate of authentication to be endorsed on the Series 2023 Bonds are all to be in substantially the following form, with necessary and appropriate variations, omissions and insertions as are permitted or required by this Indenture:

[The remainder of this page left intentionally blank.]

[FORM OF SERIES 2023 BOND]

[FRONT OF BOND]

UNITED STATES OF AMERICA STATE OF MISSISSIPPI MISSISSIPPI DEVELOPMENT BANK TAXABLE SPECIAL OBLIGATION BOND, SERIES 2023 (JACKSON, MISSISSIPPI GENERAL OBLIGATION BOND PLANETARIUM IMPROVEMENT PROJECT)

NO. 1

\$9,500,000

Interest Rate	Maturity Date	Original Date	Date of <u>Authentication</u>	<u>CUSIP</u>
%	December 1,	, 2023	, 2023	None

Registered Owner:

Principal Amount: NINE MILLION FIVE HUNDRED THOUSAND AND NO/100TH DOLLARS

Mississippi Development Bank, a body corporate and politic, exercising essential public functions ("Bank"), organized under the laws of the State of Mississippi, for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, the principal amount stated above in lawful money of the United States of America but solely from the sources referred to herein and not otherwise, on the Maturity Date specified above, unless this Series 2023 Bond, as hereinafter defined, shall be redeemable and shall previously have been called for redemption and payment of the redemption price made or provided for, and to pay interest on such principal amount in like money, but solely from said sources, from the interest payment date to which interest has been paid as of the date of authentication of this Series 2023 Bond (unless this Series 2023 Bond is authenticated on or before June 1, 2023, then from or unless this Series 2023 Bond is authenticated after June 1, 2023 and on or before the next succeeding interest payment date, then from such interest payment date or unless payment of the interest on this Series 2023 Bond is in default, then from such date when interest has been paid in full) at the Interest Rate per annum stated above, payable on each June 1 and December 1, commencing June 1, _____ with the first principal payment commencing on December 1, ____, until payment of such principal amount shall have been made upon redemption or at maturity. The principal of this Series 2023 Bond is payable at the principal corporate trust office of

_____, Mississippi, as trustee (the "<u>Series 2023 Trustee</u>"), or at the principal corporate trust office of any successor trustee appointed under the Indenture hereinafter mentioned; and payments of interest hereon will be made to the Registered Owner hereof (whose name appears on the registration records kept by the Series 2023 Trustee at the close of business on the fifteenth day of the month prior to such Interest Payment Date) by check mailed on the Interest Payment Date by the Series 2023 Trustee to such Registered Owner at his address as it appears on the registration records of the Bank kept by the Series 2023 Trustee or at such other address as is furnished to the Series 2023 Trustee in writing by such Registered Owner or at the written election of the

Registered Owner of \$1,000,000 or more in aggregate principal amount of Series 2023 Bonds delivered to the Series 2023 Trustee at least one Business Day prior to the Record Date (as defined in the Indenture) for which such election will be effective by wire transfer to the Registered Owner or by deposit into the account of the Registered Owner if such account is maintained by the Series 2023 Trustee.

This Series 2023 Bond and the other Series 2023 Bonds, and the interest payable hereon and thereon, are payable solely by the Bank from the Revenues (as defined herein) and other funds of the Bank pledged therefor under the Indenture, which Revenues and funds include the payments on the Series 2023 City Bond (as hereinafter defined) purchased by the Bank. The Bank has no taxing power. This Series 2023 Bond and the other Series 2023 Bonds, both as to principal and interest, constitutes neither a debt, liability or loan of the credit of the State of Mississippi ("State") or any political subdivision thereof under the constitution or statutes of the State nor a pledge of the faith and credit, the taxing power or moral obligation of the State or any political subdivision thereof; provided, however, that the Series 2023 City Bond is a general obligation of the City. The issuance of the Series 2023 Bonds under the provisions of the Act, as hereinafter defined, does not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Series 2023 Bonds do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution or the statutes of the State and do not now and shall never constitute a charge against the credit of the State or any political subdivision thereof or a charge against the taxing power of the State or any political subdivision thereof. Neither the State nor any agent, attorney, member or employee of the State or of the Bank shall in any event be liable for the payment of the principal of, premium, if any, or interest on the Series 2023 Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any agent, employee, attorney or member of the State or of the Bank, or any charge upon their general credit or upon the taxing power of the State. In the Act, the State has pledged and agreed with the holders of any Series 2023 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2023 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2023 Bonds, are fully met and discharged.

This Series 2023 Bond is one of an authorized issue of bonds of the Bank known as Mississippi Development Bank Special Obligation Bonds, Series 2023 (Jackson, Mississippi General Obligation Bond Planetarium Improvement Project) ("Series 2023 Bonds") issued under and secured by an Indenture of Trust dated as of ______, 2023 ("Series 2023 Indenture"), duly executed and delivered by the Bank to _______Bank, as Series 2023 Trustee. The Series 2023 Bonds are limited in aggregate principal amount to Nine Million Five Hundred Thousand Dollars (\$9,500,000). The Series 2023 Bonds are issued pursuant to Sections 31-25-1 et seq., Mississippi Code of 1972, as amended ("Bank Act") and Sections 21-33-301 et seq., Mississippi Code of 1972, as amended (the "City Bond Act" and together with the Bank Act, the "Act"), to provide funds to purchase the Series 2023 City Bond Resolution, adopted by the Mayor and City Council of the

City on September 26, 2023 (the "Series 2023 City Bond Resolution") to provide funds for the purpose of funding a portion of the (a) repairing, improving, adorning and equipping of the Arts Center of Mississippi and the Russell C. Davis Planetarium and for other authorized purposes in connection with same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities and for other authorized purposes under the Act (the "Construction Project"), (b) providing funds to Jackson Redevelopment Authority, an Urban Renewal Agency created under the Urban Renewal Act ("JRA") in connection with the NMTC Financing (defined below) for the Construction Project, (c) providing for the payment in full of the Series 2022 Bonds (as defined in the Series 2023 City Bond Resolution), (d) pursuing additional subsidy for the Construction Project by participating and utilizing federal New Markets Tax Credits pursuant to Section 45D of the Internal Revenue Code of 1986, as amended and/or Mississippi Equity Investment Tax Credits pursuant to Sections 57-105-1, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "MS NMTC Act") (collectively, the "NMTC Financing") to finance the Construction Project, (e) authorizing the use of a Public Entity (the "Public Entity"), including but not limited to the JRA to be utilized as defined specifically pursuant to § 57-105-1 (7)(b)(iii) of the MS NMTC Act as well as a "Public Benefit Corporation" as defined specifically pursuant to § 57-105-1 (7)(b)(ii) of the MS NMTC Act ("Public Benefit Corporation"); (f) entering into or approving various leases, loans, development agreements and other financing arrangements with the Public Entity, Public Benefit Corporation or other NMTC Financing participants for the purpose of utilizing NMTC Financing as may be approved by further action of the Governing Body; (g) providing for capitalized interest, if necessary, for the Series 2023 City Bond, and (h) paying the costs of borrowing associated with the issuance of the Series 2023 Bonds, the Series 2023 City Bond and the NMTC Financing (collectively, (a) through (h), the "Project").

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Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Indenture.

The Series 2023 City Bond Resolution, a certified copy of which is on file in the principal corporate trust office of the Series 2023 Trustee, provides that the City is unconditionally obligated to make payments secured by the full, faith and credit of the City in an aggregate amount sufficient, with any other funds available therefor, for the payment in full of the principal of, premium, if any, and interest on all Bonds issued and Outstanding under the Indenture, to the date of payment thereof, and certain costs, expenses and charges of the Bank and the Series 2023 Trustee.

In the Series 2023 City Bond Resolution, the City covenants to levy a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of premium, if any, and the interest on the City Bond and any additional obligations of the City under the City Bond Resolution; provided, however, that such tax levy for any year shall be abated pro-tanto to the extent the City on or prior to December 1 of that year has transferred money to the bond fund established for the Series 2023 City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Series 2023 City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the City Bond Resolution. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be

sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are irrevocably pledged in the City Bond Resolution for the payment of the principal of, premium, if any, and interest on the Series 2023 City Bond and any additional obligations of the City as aforesaid as the same shall respectively mature and accrue.

The Series 2023 Bonds are all equally and ratably secured by and entitled to the protection of the Indenture on a parity one with another (collectively, the " Series 2023 Bonds"). To secure payment of principal of and interest on all Series 2023 Bonds and performance of all other covenants of the Bank under the Indenture, the Bank, pursuant to the Indenture, has assigned and pledged to the Series 2023 Trustee, and has granted to the Series 2023 Trustee a security interest in, the Trust Estate (as defined in the Indenture), including all rights, title and interest of the Bank in and to all moneys and securities from time to time received and held by the Series 2023 Trustee under the Indenture and all income from the deposit, investment and reinvestment thereof except any moneys and securities held in the Rebate Fund established under the Indenture (all such money and funds and accounts referred to in the granting clauses of the Indenture are defined in the Indenture and are herein referred to as the "Revenues"). Reference is hereby made to the Indenture for a description of the rights, duties and obligations of the Bank, the Series 2023 Trustee and the owners of the Series 2023 Bonds, the terms and conditions upon which the Series 2023 Bonds are issued and the terms and conditions upon which the Series 2023 Bonds will be paid at or prior to maturity or will be deemed to be paid upon the making of provision for payment therefor. Copies of the Indenture are on file at the principal corporate trust office of the Series 2023 Trustee.

THE SERIES 2023 BONDS ARE LIMITED AND SPECIAL OBLIGATIONS OF THE BANK AND DO NOT CONSTITUTE OR CREATE AN OBLIGATION, GENERAL OR SPECIAL, DEBT, LIABILITY OR MORAL OBLIGATION OF THE STATE OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISIONS WHATSOEVER AND NEITHER THE FAITH OR CREDIT NOR THE TAXING POWER OF THE STATE, THE BANK OR OF ANY OTHER POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR THE INTEREST ON THE SERIES 2023 BONDS; PROVIDED, HOWEVER, THAT THE CITY BOND CONSTITUTES A PLEDGE OF THE FULL FAITH, CREDIT AND TAXING POWER OF THE CITY. THE SERIES 2023 BONDS ARE NOT A GENERAL OBLIGATION OF THE BANK BUT ARE A LIMITED AND SPECIAL REVENUE OBLIGATION OF THE BANK PAYABLE SOLELY FROM THE TRUST ESTATE, INCLUDING, WITHOUT LIMITATION, THE AVAILS OF THE FULL FAITH, CREDIT AND TAXING POWER OF THE CITY DERIVED OR TO BE DERIVED FROM PAYMENTS MADE BY THE CITY IN RESPECT OF THE CITY BOND PURSUANT TO THE CITY BOND **RESOLUTION AND FROM ANY MONEYS RECEIVED BY THE TRUSTEE UNDER** THE INDENTURE. THE BANK HAS NO TAXING POWER.

This Series 2023 Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner and subject to the limitations prescribed in the Indenture and upon surrender and cancellation of this Series 2023 Bond. This Series 2023 Bond may be transferred without cost to the Registered Owner except for any tax or governmental charge required to be paid with respect to the transfer. Upon such transfer a new Series 2023 Bond or Series 2023 Bonds of the same

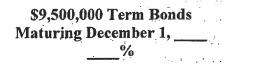
maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Bank and the Trustee may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and the interest due hereon and for all other purposes and neither the Bank nor the Trustee shall be affected by any notice to the contrary.

The Series 2023 Bonds are issuable as fully registered bonds in denominations of \$5,000 and any integral multiple thereof. Subject to the limitations and upon payment of any taxes or governmental charges, Series 2023 Bonds may be exchanged for a like aggregate principal amount of Series 2023 Bonds of the same maturity of authorized denominations.

Optional Redemption. The Series 2023 Bonds (or any portions thereof in integral multiples of \$5,000 each) maturing on or after December 1, ______ are subject to redemption in whole or in part, in principal amounts and maturities selected by the Bank on any date on or after December 1, ______, at par, plus accrued interest to the date of redemption. In the event any of the Series 2023 Bonds are called for optional redemption as aforesaid, notice thereof identifying the bonds to be redeemed will be given by mailing a copy of the redemption notice (which may be a conditional notice of redemption) by registered or certified mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of the Series 2023 Bonds to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing, or any defect therein with respect to any bond, shall not affect the validity of any proceedings for the redemption of other Series 2023 Bonds.

Mandatory Sinking Fund Redemption. The Series 2023 Bonds maturing December 1, in the principal amount of \$9,500,000 are subject to mandatory sinking fund redemption, in part, by lot, on December 1, in each of the years set forth below, at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:



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Year

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Principal Amount

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* Final Maturity

The Registered Owner of this Series 2023 Bond shall have no right to enforce the provisions of the Indenture or to institute an action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2023 Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture, or of any supplements thereto, may be made to the extent permitted by, and in accordance with, the Indenture.

The Bank hereby certifies, recites and declares that all acts, conditions and things required by the constitution and statutes of the State, the Indenture, and resolutions of the Bank to exist, happen and be performed prior to the issuance of this Series 2023 Bond do exist, have happened and have been performed in due time, form and manner as required by the Act; that the issuance of the Series 2023 Bonds, together with all other obligations of the Bank, does not exceed or violate any constitutional or statutory limitation applicable to the Bank; and that the revenues pledged to the payment of the principal of, premium, if any, and interest on the Series 2023 Bonds, as the same become due, are designed to be sufficient in amount for that purpose.

This Series 2023 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Series 2023 Trustee.

THIS SERIES 2023 BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY BE SOLD OR OTHERWISE TRANSFERRED ONLY TO ONE OR MORE ENTITIES EACH OF WHICH REPRESENTS IT IS AN INSTITUTIONAL "ACCREDITED INVESTOR," AS DEFINED IN RULE 501 UNDER THE SECURITIES ACT, OR A "QUALIFIED INSTITUTIONAL BUYER," AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT, OR ANY SUCCESSOR PROVISIONS THERETO, IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE SECURITIES LAWS.

IN WITNESS WHEREOF, the Mississippi Development Bank has caused this Series 2023 Bond to be executed in its name and on its behalf by the manual or facsimile signature of its

Executive Director and a manual or facsimile seal of its official seal to be hereunto impressed or imprinted hereon by any means and attested by the manual signature of its Secretary.

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	Executive Director	
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FORM OF CERTIFICATE OF AUTHENTICATION

CERTIFICATE OF AUTHENTICATION

This Series 2023 Bond is one of the Series 2023 Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

THE PEOPLES BANK BILOXI, MISSISSIPPI as Trustee

By: ___

Authorized Signatory

Date of Authentication: _____, 2023

[FORM OF VALIDATION CERTIFICATE]

VALIDATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF HINDS

The undersigned Secretary of the Mississippi Development Bank does hereby certify that the within Series 2023 Bond has been validated and confirmed by Decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, rendered on the _____ day of _____ 2023.

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Secretary

(SEAL)

[FORM OF ASSIGNMENT]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE)

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF ASSIGNEE)

the within Series 2023 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints ______, Attorney, to transfer the within Series 2023 Bond on the records kept for registration thereof, with full power of substitution in the premises.

Dated:

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Series 2023 Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member of a nationally recognized Medallion Signature Guaranty Program acceptable to the Trustee.

BY:

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Authorized Officer

[END OF SERIES 2023 BOND FORM]

22

ARTICLE III

GENERAL TERMS AND PROVISIONS OF BONDS

SECTION 3.01 Medium, Form and Place of Payment. The Series 2023 Bonds shall be payable, with respect to interest, principal and Redemption Price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be payable by check mailed on the Interest Payment Date to the Registered Owners as of the Record Date. The Bank may provide for the payment of interest on Bonds to holders of \$1,000,000 or more by wire transfer or by such other method as is acceptable to the Trustee and the Bondholder upon written election of such Bondholder at least one Business Day prior to the applicable Record Date. Principal shall be payable at the Principal Office of the Trustee upon presentation of the Bonds to be paid.

SECTION 3.02 Legends. The Series 2023 Bonds may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Indenture as may be necessary or desirable to comply with custom, as determined by the Bank prior to the delivery thereof.

SECTION 3.03 Execution. The Series 2023 Bonds shall be executed on behalf of the Bank with the manual or facsimile signature of its Executive Director, Secretary, President or Vice President and shall have impressed or imprinted thereon, by facsimile or otherwise, the official seal of the Bank, which seal shall be attested by the manual or facsimile signature of the Executive Director or Secretary of the Bank. In case any officer of the Bank whose signature or whose facsimile signature shall appear on the Series 2023 Bonds shall cease to be such officer before the delivery of such Bonds, such signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in officer until delivery. Any Bond may be executed and attested on behalf of the Bank by such officer as at the time of the execution of such Bonds shall be duly authorized or hold the proper office of the Bank although at the date borne by the Bonds or at the date of delivery of the Bonds such officer may not have been so authorized or have held such office.

SECTION 3.04 Authentication. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond substantially in the following form shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture:

CERTIFICATE OF AUTHENTICATION

This Series 2023 Bond is one of the Series 2023 Bonds [is the single bond certificate representing the Series 2023 Bonds] issued and delivered pursuant to the provisions of the within mentioned Indenture.

BANK MISSISSIPPI as Trustee

By:

Authorized Signatory

The Series 2023 Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized representative or signatory of the Trustee, but it shall not be necessary that the same representative or signatory sign the certificate of authentication on all of the Bonds. The signature of the authorized representative or signatory of the Trustee shall be manual.

SECTION 3.05 Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond is mutilated, lost, stolen or destroyed, the Bank shall execute and the Series 2023 Trustee shall authenticate a new Bond or Bonds of the same maturity and denomination, as that mutilated, lost, stolen or destroyed Bond; provided that in the case of any mutilated Bond, such Bond shall first be surrendered to the Series 2023 Trustee, and in the case of any lost, stolen or destroyed Bond. there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Series 2023 Trustee, together with indemnity satisfactory to it. In the event any such Bond shall have matured or been called for redemption, instead of issuing and authenticating a duplicate Bond, the Series 2023 Trustee may pay the same without surrender thereof, provided, however, that in the case of a lost, stolen or destroyed Bond, there shall be first furnished to the Series 2023 Trustee evidence of such loss, theft or destruction satisfactory to the Series 2023 Trustee together with indemnity satisfactory to it. The Series 2023 Trustee may charge the owner of such Bond its reasonable fees and expenses in connection with replacing any Bond mutilated, lost, stolen or destroyed. Any Bond issued pursuant to this Section 3.05 shall be deemed part of the original series of the Bonds in respect of which it was issued and a contractual obligation of the Bank replacing the obligation evidenced by such mutilated, lost, stolen or destroyed Bond.

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SECTION 3.06 Registration, Transfer and Exchange of Bonds; Persons Treated as Owners. The Bank shall cause records for the registration and for the transfer of the Bonds to be kept by the Series 2023 Trustee at its Principal Office, and the Series 2023 Trustee is hereby constituted and appointed the bond registrar of the Bank. At reasonable times and under reasonable regulations established by the Series 2023 Trustee, said records may be inspected by the Bank or by Beneficial Owners (or a designated representative thereof) of five percent (5%) or more in aggregate principal amount of the Bonds then Outstanding.

Upon surrender for transfer of any Bond at the Principal Office of the Series 2023 Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Series 2023 Trustee and duly executed by the Registered Owner or his attorney duly authorized in writing, the Bank shall execute and the Series 2023 Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same maturity for a like aggregate principal amount. The Bonds may be transferred or exchanged without cost to the Bondholders except for any tax or governmental charge required to be paid with respect to the transfer or exchange. The execution by the Bank of any Bond of any denomination shall constitute full and due authorization of such denomination and the Series 2023 Trustee shall thereby be authorized to authenticate and deliver such Bond.

The Series 2023 Trustee shall not be required (a) to register, transfer or exchange any Series 2023 Bond during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds, or (b) to register, transfer or exchange any Series 2023 Bonds selected, called or being called for redemption in whole or in part after mailing notice of such call has been made.

The person in whose name a registered Series 2023 Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest thereon, shall be made only to or upon the order of the Registered Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

All Series 2023 Bonds delivered upon any transfer or exchange shall be valid obligations of the Bank, evidencing the same debt as the Bonds surrendered, shall be secured by this Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Series 2023 Bond surrendered.

SECTION 3.07 Destruction of Bonds. Whenever any Outstanding Bond shall be delivered to the Series 2023 Trustee for cancellation pursuant to this Indenture or upon payment of the principal amount or interest represented thereby or for replacement pursuant to Section 3.05 hereof, such Bond shall be canceled and destroyed by the Series 2023 Trustee and a counterpart of a certificate of destruction evidencing such destruction shall be furnished by the Series 2023 Trustee to the Bank.

SECTION 3.08 Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof comes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay such Series 2023 Bond shall have been made available to the Trustee for the benefit of the Registered Owner thereof, all liability of the Bank to the Registered Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds for four (4) years, for the benefit of the Registered Owner of such Series 2023 Bond, without liability for interest thereon to such Registered Owner, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Series 2023 Bond.

Any money so deposited with and held by the Series 2023 Trustee not so applied to the payment of Series 2023 Bonds within four (4) years after the date on which the same shall become due shall be repaid by the Series 2023 Trustee to the Bank and thereafter the Bondholders shall be entitled to look only to the Bank for payment, and then only to the extent of the amount so repaid, and the Bank shall not be liable for any interest thereon to the Bondholders and shall not be regarded as a trustee of such money.

SECTION 3.09 Other Obligations Payable from Revenues. The Bank shall grant no liens or encumbrances on or security interests in the Trust Estate (other than those created by

this Indenture), and, except for the Bonds, shall issue no bonds or other evidences of indebtedness payable from the Trust Estate.

SECTION 3.10 Temporary Bonds. Until the definitive Bonds are ready for delivery, the Bank may execute, in the same manner as is provided in Section 3.03 hereof, and, upon the request of the Bank, the Trustee shall authenticate and deliver, one or more temporary Bonds, which shall be fully registered. Such temporary Bonds shall be subject to the same provisions, limitations and conditions as the definitive Bonds and shall be substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in the denomination of \$5,000 or any integral multiples thereof authorized by the Bank, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Bank at its own expense shall prepare and execute and, upon the surrender of such temporary Bonds shall deliver in exchange therefor definitive Bonds, of the same aggregate principal amount and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Indenture.

If the Bank shall authorize the issuance of temporary Bonds in more than one denomination, the owner of any temporary Bond or Bonds may, at his option, surrender the same to the Trustee in exchange for another temporary Bond or Bonds of like aggregate principal amount and maturity of any other authorized denomination or denominations, and thereupon the Bank shall execute and the Trustee, in exchange for the temporary Bond or Bonds so surrendered and upon payment of the taxes and charges provided for in Section 3.06 hereof, shall authenticate and deliver a temporary Bond or Bonds of like aggregate principal amount and maturity in such other authorized denominations as shall be requested by such owner. All temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith canceled by the Trustee.

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Limitations on Obligations of Bank. The Series 2023 Bonds, SECTION 3.11 together with interest thereon, shall be limited obligations of the Bank and payable solely from the Revenues and shall be a valid claim of the respective owners thereof only against the Funds and Accounts, other than the Rebate Fund and any Accounts created thereunder, established hereunder and the Series 2023 City Bond acquired by the Trustee, all of which are hereby assigned and pledged hereunder for the equal and ratable payment of the Bonds and shall be used for no other purpose than the payment of the Series 2023 Bonds, except as may be otherwise expressly authorized in this Indenture. The Bonds do not constitute a debt or liability or moral obligation of the State or of any political subdivision thereof under the constitution of the State or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, but shall be payable solely from the Revenues and funds pledged therefor in accordance with this Indenture including, without limitation, the avails of the full faith and credit of the City derived or to be derived from payments made in respect of the Series 2023 City Bond pursuant to the City Bond Resolution. The issuance of the Bonds under the provisions of the Act does not directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Series 2023 Bonds and the interest payable thereon do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution of the State or the statutes of the State and do not now and shall never constitute a charge against the credit or taxing power of the State or any political subdivision thereof; provided, however, that the Series 2023 City Bond

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is a general obligation of the City. Neither the State nor any agent, attorney, member or employee of the State or of the Bank, shall in any event be liable for the payment of the principal of, and premium, if any, or interest on the Bonds or damages, if any, for the nonperformance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any of the State's or the Bank's agents, members, attorneys, and employees or any charge upon the general credit of the State or a charge against the taxing power of the State or any political subdivision thereof (except the City). In the Act, the State has pledged and agreed with the holders of any Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2023 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Bonds are fully met and discharged.

SECTION 3.12 Immunity of Officers and Directors. No recourse shall be had for the payment of the Series 2023 Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, member, director, agent or employee of the Bank or any officer, member, director, trustee, agent or employee of any successor entities thereto, as such, either directly or through the Bank or any successor entities, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, directors, trustees, agents, or employees as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Bonds.

ARTICLE IV

REDEMPTION OF BONDS PRIOR TO MATURITY

SECTION 4.01 Redemption.

(a) The Series 2023 Bonds maturing on or after December 1, 2030 are subject to optional redemption on any date on or after December 1, _____. In the event any of the Series 2023 Bonds are called for optional redemption as aforesaid, notice thereof identifying the bonds to be redeemed will be given by mailing a copy of the redemption notice (which may be a conditional notice of redemption) by registered or certified mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of the Series 2023 Bonds to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing, or any defect therein with respect to any bond, shall not affect the validity of any proceedings for the redemption of other Series 2023 Bonds.

(b) If the City directs the Bank to redeem the Series 2023 Bonds pursuant to Section 3 of the City Bond Resolution, the Bank agrees to accept redemption and redeem the Series 2023 Bonds. The Series 2023 Bonds (or any portions thereof in integral multiples of \$5,000 each) which mature on or after December 1, _____ are subject to optional redemption prior to their stated date of maturity in whole or in part, in principal amounts and maturities as selected by the Bank on any date on or after December 1, ______ at par, plus accrued interest to the date of redemption thereof.

Under the Indenture, selection of Series 2023 Bonds to be redeemed within a maturity will be made by lot by the Trustee.

(c) The Series 2023 Bonds are subject to mandatory sinking fund redemption as follows:

The Series 2023 Bonds maturing December 1, _____ in the principal amount of \$9,500,000.00 are subject to mandatory sinking fund redemption, in part, by lot, on December 1, in each of the years set forth below, at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

\$9,500,000 Term Bonds Maturing December 1, _____%

Year

Principal Amount

* Final Maturity

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ARTICLE V

GENERAL COVENANTS

SECTION 5.01 Payment of Principal and Interest. The Bank covenants and agrees that it will promptly pay the principal of and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Series 2023 Bonds according to the true intent and meaning thereof, provided that the principal and interest are payable by the Bank solely from Revenues and any other funds or assets of the Bank hereinafter pledged to the Trustee as security by the Bank to the extent of that pledge.

SECTION 5.02 Performance of Covenants; Bank. The Bank covenants and agrees that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any, and every Bond executed, authenticated and

delivered hereunder and in all of its proceedings pertaining thereto. The Bank covenants and agrees that it is duly authorized under the constitution and laws of the State, including particularly the Act, to issue the Series 2023 Bonds authorized hereby and to execute this Indenture and to pledge the Revenues and all other property hereby pledged in the manner and to the extent herein set forth; that all action on its part for the issuance of the Series 2023 Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Series 2023 Bonds in the hands of the owners thereof are and will be valid and enforceable limited obligations of the Bank according to the terms thereof and hereof.

SECTION 5.03 Instruments of Further Assurance. The Bank covenants and agrees that the Series 2023 Trustee may defend its rights to the payment of the Revenues for the benefit of the owners of the Bonds against the claims and demands of all persons whomsoever. The Bank covenants and agrees that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Series 2023 Trustee may reasonably require for the better assuring, transferring, pledging, assigning and confirming unto the Series 2023 Trustee all and singular the rights assigned hereby and the amounts and other property pledged hereby to the payment of the principal of and interest on the Series 2023 Bonds.

SECTION 5.04 [RESERVED].

SECTION 5.05 Covenants Concerning Program.

(1) In order to provide for the payment of the principal, premium, if any, and interest on the Series 2023 Bonds and Program Expenses, the Bank shall from time to time, with all practical dispatch and in a sound and economical manner consistent in all respects with the Act, the provisions of this Indenture and sound banking practices and principles, to the extent necessary to provide for the payment of the Series 2023 Bonds (i) do all such acts and things as shall be necessary to receive and collect Revenues (including enforcement of the prompt collection of all arrears on the Series 2023 City Bond), and (ii) diligently enforce, and take all steps, actions and proceedings reasonably necessary in the judgment of the Bank to protect its rights with respect to or to maintain any insurance on the Series 2023 City Bond and to enforce all terms, covenants and conditions of the City Bond including the collection, custody and prompt application of all payments and deposits required by the terms of the Series 2023 City Bond for the purposes for which they were made.

(2) Whenever necessary in order to provide for the payment of debt service on the Bonds, the Bank shall commence appropriate remedies with respect to the Series 2023 City Bond which is in default.

SECTION 5.06 Possession and Inspection of City Bond. The Series 2023 Trustee covenants and agrees to retain or cause its agent to retain possession of the Series 2023 City Bond and a copy of the transcript or documents related thereto and release them only in accordance with the provisions of this Indenture. The Bank and the Series 2023 Trustee covenant and agree that all records and documents in their possession relating to the Series 2023 City Bond shall at all times be open to inspection by such accountants or other agencies or persons as the Bank or the Series 2023 Trustee may from time to time designate. **SECTION 5.07** Accounts and Reports. The Bank covenants and agrees to keep proper records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Program, the Series 2023 City Bond and the Funds and Accounts established by this Indenture. Such records, and all other records and papers of the Bank, and such Funds and Accounts shall at all reasonable times be subject to the inspection of the Series 2023 Trustee and the Beneficial Owners of an aggregate of not less than five percent (5%) in principal amount of the Series 2023 Bonds then Outstanding or their representatives duly authorized in writing.

The Series 2023 Trustee covenants and agrees, if requested, to provide to the Bank prior to the twentieth day of the month following the end of each six-month period, commencing with the period ending December 1, 2023, a statement of the amount on deposit in each Fund and Account as of the first day of that month and of the total deposits to and withdrawals from each Fund and Account during the preceding six-month period.

The reports, statements and other documents required to be furnished to or by the Series 2023 Trustee pursuant to any provision of this Indenture shall be provided to the Beneficial Owners of an aggregate of not less than five percent (5%) in principal amount of the Bonds then Outstanding who file or have filed a written request therefor with the Trustee with any such costs of such documents to be paid by the Bondholder.

SECTION 5.08 Bank Covenants with Respect to Series 2023 City Bond.

(1) The Bank covenants and agrees that it will not permit or agree to any material change in the Series 2023 City Bond unless the Bank supplies the Trustee with a Positive Cash Flow Certificate which gives effect to such action.

(2) [Reserved]

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(3) The Bank covenants and agrees that it will enforce or authorize the enforcement of all remedies available to owners or holders of the Series 2023 City Bond, unless the Bank provides the Series 2023 Trustee with a Positive Cash Flow Certificate which gives effect to the Bank's failure to enforce or to authorize the enforcement of such remedies; provided, however, that decisions as to the enforcement of remedies shall be within the sole discretion of the Trustee.

(4) The Bank covenants and agrees that it will not sell or dispose of the Series 2023 City Bond.

SECTION 5.09 [RESERVED]

SECTION 5.10 Monitoring Investments. The Bank covenants and agrees to regularly review the investments held by the Series 2023 Trustee in the Funds and Accounts for the purpose of assuring that the Revenues derived from such investments are sufficient to provide, with other anticipated Revenues, the debt service on Outstanding Bonds.

SECTION 5.11 Positive Cash Flow Certificates.

(1) At any time that the provisions of this Indenture shall require that a Positive Cash Flow Certificate be prepared concerning anticipated Revenues and payments on the Series 2023 Bonds, such certificate shall be prepared by a nationally recognized firm of independent accountants acceptable to the Trustee in accordance with this Section 5.11. Such certificate shall set forth:

(a) 1 the Revenues expected to be received on the Series 2023 City Bond financed or expected to be financed with proceeds of Outstanding Bonds;

(b) all other Revenues, including the interest to be earned and other income to be derived from the investment of the Funds and Accounts (other than the Rebate Fund) and the rate or yields used in estimating such amounts;

(c) all moneys expected to be in the Funds and Accounts (other than the Rebate Fund;

(d) [Reserved];

(e) the principal and interest due on all Series 2023 Bonds expected to be Outstanding during such Fiscal Year; and

(f) the amount, if any, of Program Expenses expected to be paid from the Revenues.

(2) In making any Positive Cash Flow Certificate, the accountant or firm of accountants may contemplate the payment or redemption of Series 2023 Bonds for the payment or redemption of which amounts have been set aside in the Redemption Account. The issuance of Series 2023 Bonds, the making of transfers from one Fund to another and the deposit of amounts in any Fund from any other source may only be contemplated in a Positive Cash Flow Certificate to the extent that such issuance, deposit or transfer has occurred prior to or will occur substantially simultaneously with the delivery of such Positive Cash Flow Certificate. The accountant or firm of accountants shall also supply supporting schedules appropriate to show the sources and applications of funds used, identifying particular amounts to be transferred between Funds. amounts to be applied to the redemption or payment of Series 2023 Bonds and amounts to be used to provide for Costs of Issuance for the Bonds and capitalized interest for the Series 2023 Bonds. The amount of the existing Series 2023 City Bond, existing Investment Securities and existing cash shall be the amounts as of the last day of the month preceding the month in which the Positive Cash Flow Certificate is delivered but shall be adjusted to give effect to scheduled payments of principal and interest on the Series 2023 City Bond, actual payments or proceeds with respect to Investment Securities and actual expenditures of cash expected by the Bank through the end of the then current month.

SECTION 5.12 [RESERVED]

SECTION 5.13 [RESERVED]

SECTION 5.14 Covenants Concerning Preservation of Tax Exemption. The Bank hereby covenants and agrees to take all qualifying actions and to not fail to take any qualifying actions which are necessary in order to protect and preserve the exclusion from gross income for federal income tax purposes of the interest on the Series 2023 Bonds. For this purpose, the Bank shall approve and deliver to the Trustee a memorandum of compliance concerning the provisions of the Code necessary to protect and preserve such exclusion. Such memorandum of compliance may only be amended from time to time upon the receipt by the Trustee of an opinion of Bond Counsel to the effect that compliance by the Bank with the memorandum of compliance will not adversely affect the exclusion of interest on the Series 2023 Bonds from gross income of the holders thereof for federal income tax purposes.

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ARTICLE VI

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REVENUES AND FUNDS

SECTION 6.01 Source of Payment of Bonds. The Bonds and all payments by the Bank hereunder are limited obligations of the Bank payable solely out of the Trust Estate as authorized by the constitution and statutes of the State, including particularly the Act and this Indenture, as provided herein.

SECTION 6.02 Creation of Funds. There are hereby created by the Bank and ordered established the following funds to be held by the Series 2023. Trustee: (a) the General Fund; and (b) the Rebate Fund. There is hereby created and established in the General Fund a "General Account," "Bond Issuance Expense Account," "Capitalized Interest Account," "Redemption Account," and "Purchase Account." Upon the written request of the Bank, the Trustee shall establish and maintain hereunder such additional Funds, Accounts or subaccounts as the Bank may specify from time to time to the extent that in the judgment of the Trustee the establishment of such Fund or Account is not to the material prejudice of the Trustee or the Bondholders.

SECTION 6.03 Deposit of Net Proceeds of Bonds.

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(1) The Trustee shall deposit the proceeds from the sale of the Series 2023 Bonds in the manner provided in Section 2.02 hereof.

(2) The Trustee shall deposit the proceeds of any Refunding Bonds in the manner provided in the Supplemental Indenture authorizing the issuance thereof.

SECTION 6.04 Deposit of Revenues and Other Receipts. Upon receipt of any Revenues or other receipts (except the proceeds of the Bonds and moneys received upon sale or redemption prior to maturity of the City Bond), the Trustee shall deposit such amounts into the General Account of the General Fund or such other applicable Fund or Account.

SECTION 6.05 Operation of General Account. The Trustee shall deposit in the General Account of the General Fund all amounts required to be deposited therein pursuant to the provisions of this Article VI and Section 2.02. The Trustee shall invest funds in the General Account in accordance with Article VIII hereof and shall make the following payments from the General Account on the specified dates and, if there are not sufficient funds to make all the payments required, with the following order of priority:

(a) On or before four (4) Business Days next preceding each Interest Payment Date, to the Trustee such amount (including Investment Securities held by Trustee maturing or callable on or before the applicable Interest Payment Date) as shall be necessary to pay the principal and interest coming due on the Series 2023 Bonds on such Interest Payment Date;

(b) At such times as shall be necessary, to pay Program Expenses;

(c) On or before thirty (30) days after each anniversary of the issuance of the Series 2023 Bonds, the amounts, if any, to be transferred to the Rebate Fund; and

(d) After making such payments in paragraphs (a) through (c) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of Series 2023 City Bond Payments in the succeeding twelve (12) months and shall transfer all monies in the General Account which, together with such expected receipts for the succeeding 12 months are in excess of the amounts needed to pay principal and interest on the Series 2023 Bonds within the immediately succeeding twelve month period, to the City at the request of the City with the prior written approval of the Bank.

SECTION 6.06 Operation of the Redemption Account. The Trustee shall deposit in the Redemption Account all moneys received upon the sale or redemption prior to maturity of the Series 2023 City Bond and all other moneys required to be deposited therein pursuant to the provisions of Article IV and Article VI hereof, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Redemption Account as follows: moneys in the Redemption Account shall be used to redeem Series 2023 Bonds. Such redemption shall be made pursuant to a redemption under the provisions of Article IV hereof. The Trustee shall pay the interest accrued on the Series 2023 Bonds so redeemed to the date of redemption from the General Account and the Redemption Price from the Redemption Account.

SECTION 6.07 Operation of the Purchase Account. The Trustee shall deposit in the Purchase Account all moneys required to be deposited therein pursuant to the provisions of Section 2.02 and Article VI hereof, shall invest such funds pursuant to Article VIII hereof, and shall disburse the funds held in the Purchase Account to purchase the Series 2023 City Bond in accordance with the procedures established by the Bank as set forth in Article VII hereof upon the submission of requisitions of the Bank signed by an Authorized Officer stating that all requirements with respect to such financing set forth in this Indenture have been or will be complied with. Any amounts remaining in the Purchase Account for the redemption of the Series 2023 City Bond shall be transferred to the Redemption Account for the redemption of the Series 2023 Bonds.

SECTION 6.08 Operation of the Capitalized Interest Account. The Trustee shall deposit in the Capitalized Interest Account of the General Fund all amounts required to be deposited therein pursuant to the provisions of this Article VI and Section 2.02. On or before three (3) business days next preceding each Interest Payment Date, for the period from the date of closing through June 1, _____, the Trustee shall transfer from the Capitalized Interest Account for deposit in the General Account such amount less any other amount on deposit in the General Account for the payment of interest, as shall be necessary to pay the interest coming due on the

Series 2023 Bonds on such Interest Payment Date to the extent there are available funds. The amounts on deposit in the Capitalized Interest Account, will be transferred by the Trustee to the General Account as follows: \$______ for the June 1, ______ Interest Payment Date, \$______ for the December 1, ______ Interest Payment Date, and \$______ for the June 1, ______ Interest Payment. Any amounts remaining in the Capitalized Interest Account on June 2, ______, shall be transferred to the General Account for the next payment of interest coming due on the Series 2023 Bonds.

SECTION 6.09 [RESERVED]

SECTION 6.10 Operation of Bond Issuance Expense Account. The Trustee shall deposit in the Bond Issuance Expense Account the moneys required to be deposited therein pursuant to Section 2.02 of this Indenture, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Bond Issuance Expense Account as follows:

(a) Upon receipt of acceptable invoices and the written authorization of an Authorized Representative of the City and the Executive Director of the Bank, to pay the Costs of Issuance of the Series 2023 Bonds or to reimburse the Bank for amounts previously advanced for such costs; and

(b) On the date which is thirty (30) days after the date of issuance of the Series 2023 Bonds, any funds remaining in the Bond Issuance Expense Account shall be transferred to the General Account of the General Fund.

SECTION 6.11 Operation of the Rebate Fund.

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(1) The Series 2023 Trustee is authorized to establish and maintain, so long as any Series 2023 Bonds are outstanding and are subject to a requirement that arbitrage profits be rebated to the United States of America, a separate fund to be known as the "Rebate Fund." The Trustee shall make information regarding the Series 2023 Bonds and investments hereunder available to the Bank and shall make deposits and disbursements from the Rebate Fund in accordance with the memorandum of compliance received from the Bank pursuant to Sections 5.14 and 8.02 hereof, shall invest the Rebate Fund as directed by the Bank pursuant to said memorandum of compliance and shall deposit income from such investments immediately upon receipt thereof in the Rebate Fund. Anything in this Indenture to the contrary notwithstanding, the provision of this Section may be superseded or amended by a new memorandum of compliance delivered by the Bank and accompanied by an opinion of Bond Counsel addressed to the Series 2023 Trustee to the effect that the use of the new memorandum of compliance will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2023 Bonds.

(2) If a deposit to the Rebate Fund is required as a result of the computations made by the Bank pursuant to such memorandum of compliance, the Trustee shall upon receipt of direction from the Bank accept such payment for the benefit of the Bank and make transfers of moneys from the General Account to the Rebate Fund to comply with such direction. If amounts in excess of that required to be rebated to the United States of America accumulate in the Rebate Fund, the Trustee shall upon direction from the Bank transfer such amount to the General Account of the General Fund. Records of the determinations required by this Section and the investment

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instructions must be retained by the Trustee until six (6) years after the Series 2023 Bonds are no longer Outstanding.

(3) Not later than sixty (60) days after December 1, ______ and every five (5) years thereafter, the Trustee shall, upon written request of the Bank, pay to the United States of America ninety percent (90%) of the amount required to be on deposit in the Rebate Fund as of such payment date provided that direction from the Bank for transfer of such amount has been previously received by the Trustee pursuant to the provisions of Section 6.11(2), and further provided that funds were available in the General Account of the General Fund to make such transfers as directed and one hundred percent (100%) of the amount on deposit in the Rebate Fund as of such payment date. Not later than sixty (60) days after the final retirement of the Series 2023 Bonds, the Trustee shall, upon written request of the Bank pay to the United States of America one hundred percent (100%) of the balance remaining in the Rebate Fund. Each payment required to be paid to the United States of America pursuant to this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201. Each payment shall be accompanied by a copy of the Bank summarizing the determination of the amount to be paid to the United States of America.

SECTION 6.12 Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account established under any provision of this Indenture shall be held by the Series 2023 Trustee in trust and applied in accordance with the provisions of this Indenture, except for moneys held pursuant to the Rebate Fund and any Accounts created thereunder and except for moneys deposited with or paid to the Series 2023 Trustee for the redemption of Bonds, notice of the redemption of which has been duly given. Such money shall, while held by the Series 2023 Trustee, constitute part of the Trust Estate and be subject to the security interest created hereby and shall not be subject to any lien or attachment by any creditor of the Bank.

SECTION 6.13 Amounts Remaining in Funds or Accounts. Any amounts remaining in any Fund or Account after full payment of the Bonds and the fees, charges (including any required rebate to the United States of America) and expenses of the Trustee and all other amounts due and owing hereunder shall be distributed to the City, except for any moneys owing to the Bank which shall be paid to such party and except as provided in Section 3.08 hereof.

SECTION 6.14 Reserved.

- ARTICLE VII

PURCHASE OF SERIES 2023 CITY BOND

SECTION 7.01 Terms and Conditions of Purchase. The Series 2023 City Bond purchased by the Bank shall be purchased on the terms and conditions of, and upon submission of the documents required by this Article VII.

SECTION 7.02 Purchases. The Series 2023 Trustee shall pay the purchase price of the Series 2023 City Bond upon receipt by the Series 2023 Trustee of:

(a) a written requisition of the Bank signed by an Authorized Officer stating to whom payment is to be made and the amount to be paid;

(b) a certificate signed by an officer of the Bank, attached to the requisition and certifying that the City, pursuant to Series 2023 City Bond Purchase Agreement, has sold or will sell the Series 2023 City Bond to the Bank and is obligated to make Series 2023 City Bond Payments and to pay all fees and charges required to be paid to the Bank under the Series 2023 City Bond Resolution, and that to the knowledge of such officer, such City is not in default under the payment terms or other material terms or provisions of any other obligations of that City;

(c) a certified transcript of proceedings authorizing the issuance, execution and delivery of the City Bond, which transcript shall contain the certifications required by the Act and such other certifications and representations which are reasonable and appropriate as determined by the Bank or Series 2023 Trustee;

(d) an Opinion of Bond Counsel in form satisfactory to the Bank stating that the City Bond constitutes valid and binding obligation enforceable in accordance with its terms, subject to such enforcement limitations customarily contained in such opinions;

(e) the Series 2023 City Bond, registered as to both principal and interest to the Bank and delivered in accordance with the Act;

(f) an opinion of counsel for the City in form satisfactory to the Bank stating that such City is a Local Governmental Unit within the meaning of the Bank Act;

(g) a signed Series 2023 City Bond Purchase Agreement from the City; and

Upon receipt of such requisition, transcript, Opinion of Bond Counsel, Series 2023 City Bond and signed documents, the Series 2023 Trustee shall pay such amount directly to the entity entitled thereto as named in such requisition.

SECTION 7.03 Retention and Inspection of Documents. All requisitions, certificates, transcripts, Opinions of Bond Counsel and the Series 2023 City Bond received by the Series 2023 Trustee, as required in this Article as conditions of payment may be relied upon by and shall be retained in the possession of the Series 2023 Trustee, subject at all times during normal business hours to the inspection of the Bank and, after written request received by the Trustee at least five (5) Business Days prior to the date of inspection, by any Beneficial Owner of at least five percent (5%) in principal amount of Outstanding Bonds.

SECTION 7.04 Report. The Bank may require a report to be made by an officer or employee of the Series 2023 Trustee on behalf of the Series 2023 Trustee within sixty (60) days after the delivery of the Bonds covering all receipts and all disbursements made pursuant to the provisions of this Article VII in respect of the net proceeds of the Bonds deposited in the Purchase Account. Said report shall be supplemented at least once every sixty (60) days by the Trustee until all of the net proceeds of the Bonds deposited in the Purchase Account shall have been expended. Each such report shall be mailed by the Series 2023 Trustee to the Bank.

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ARTICLE VIII

INVESTMENT OF MONEYS

SECTION 8.01 General Provisions.

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(1) Any moneys held as part of any Fund or Account created under or pursuant to Article VI hereof and the Rebate Fund shall be invested or reinvested by the Series 2023 Trustee as continuously as reasonably possible in such Investment Securities as may be directed in writing by the Bank. All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited and, except as provided in Article VI, all income and profits on such investments, other than from moneys on deposit in the Rebate Fund or any Account created thereunder, shall be deposited as received in the General Account. The Series 2023 Trustee may make any and all such investments through its bond department or through the bond department of any financial institution which is an affiliate of the Series 2023 Trustee and may trade with itself or any of its affiliates in doing so. Moneys in separate Funds and Accounts may not be commingled for the purpose of investment or deposit. The Series 2023 Trustee and the Bank agree that all investments, and all instructions of the Bank to the Series 2023 Trustee with respect thereto shall be made in accordance with prudent investment standards reasonably expected to produce the greatest investment yields while seeking to preserve principal without causing any of the Series 2023 Bonds to be arbitrage bonds as defined in Section 148 of the Code. Any investment losses shall be charged to the Fund or Account in which moneys used to purchase such investment had been deposited. For so long as the Series 2023 Trustee is in compliance with the provisions of this Section 8.01, the Trustee shall not be liable for any investment losses. Moneys in any Fund or Account shall be invested in Investment Securities with a maturity date, or a redemption date which shall coincide as nearly as practicable with times at which moneys in such Funds or Accounts will be required for the purposes thereof. The Series 2023 Trustee shall sell and reduce to cash a sufficient amount of such investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held in any Fund or Account, except for the Rebate Fund and any Accounts created thereunder, will be added to the General Account.

(2) The Bank (a) certifies to the owners of the Series 2023 Bonds from time to time Outstanding that moneys on deposit in any Fund or Account in connection with the Series 2023 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2023 Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Series 2023 Bonds to lose the exclusion from gross income for federal income tax purposes and (b) covenants with the owners of the Series 2023 Bonds from time to time Outstanding that, so long as any of the Series 2023 Bonds remain Outstanding, moneys on deposit in any Fund or Account established in connection with the Series 2023 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2023 Bonds or from any other source, will not be used in any manner which will cause the interest on the Series 2023 Bonds to become subject to federal income taxation.

SECTION 8.02 Reserved.

Valuation of Investments. For the purpose of determining the SECTION 8.03 amount in any Fund or Account, all Investment Securities credited to such Fund or Account shall be valued at the lesser of (a) the average of the bid and asked prices most recently published prior to the date of determination for those Investment Securities, the bid and asked prices of which are published on a regular basis in The Wall Street Journal, or, if not there, in The New York Times; or (b) the average bid price as of the date of determination by any two nationally recognized government securities dealers selected by the Trustee for those Investment Securities the bid and asked prices of which are not published on a regular basis as set forth in subsection (a) above; or (c) par value (plus, prior to the first payment of interest following purchase, the amount of any accrued interest paid as part of the purchase price) for Investment Securities which are certificates of deposit and bankers acceptances; or (d) for all other Investment Securities the lesser of cost or market value (exclusive of accrued interest paid as part of the purchase price after the first payment of interest following purchase); provided, however, that any repurchase agreements shall be valued, respectively, at the unpaid repurchase price or principal balance collectible pursuant thereto.

ARTICLE IX

DISCHARGE OF INDENTURE

Except as provided in this Article IX, if payment or provision for payment is made, to the Series 2023 Trustee, of the principal of and interest due and to become due on the Series 2023 Bonds at the times and in the manner stipulated therein, and there is paid or caused to be paid to the Series 2023 Trustee all sums of money due and to become due according to the provisions hereof, and all other amounts due hereunder have been paid in full, then these presents and the Trust Estate and rights hereby granted shall cease, terminate and be void, whereupon the Series 2023 Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Bank such instruments in writing as shall be requisite to cancel and discharge the lien hereof, and all rights assigned or pledged to the Trustee hereby or otherwise subject to the lien of this Indenture, except moneys or securities held by the Trustee for the payment of the principal of and interest on the Bonds.

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Any Bond shall be deemed to be paid within the meaning of this Indenture when (a) payment of the principal of such Bond and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture or otherwise), either (i) shall have been made or caused to have been made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and exclusively for such payment, (A) moneys sufficient to make such payment or (B) Governmental Obligations maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payment, or (C) a combination of such moneys and Governmental Obligations, and (b) all necessary and proper fees and expenses of the Trustee pertaining to the Bonds, including the amount, if any, required to be rebated to the United States of America, with respect to which such deposit is made shall have been paid or deposited with the Trustee.

Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until the Bank shall have given the Series 2023 Trustee, in form satisfactory to the Series 2023 Trustee, irrevocable instructions:

(a) stating the date when the principal of each such Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted by this Indenture);

(b) to call for redemption pursuant to this Indenture any Bonds to be redeemed prior to maturity pursuant to (a) hereof; and

(c) to mail, as soon as practicable, in the manner prescribed by Article IV hereof, a notice to the owners of such Bonds that the deposit required by (b) of the preceding paragraph has been made with the Series 2023 Trustee and that said Bonds are deemed to have been paid in accordance with this Article and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of or redemption price, if applicable, on said Bonds as specified in subparagraph (a) of this paragraph; provided, however, such notice can be given in advance of such deposit if such funds represent sufficient funds in the form of cash for the payment of principal of, premium, if any, and interest on the Bonds to be paid prior to their due date by reason of maturity or upon redemption within ninety (90) days of the delivery date of the Bonds.

Any moneys so deposited with the Series 2023 Trustee as provided in this Article may at the direction of the Bank also be invested and reinvested in Governmental Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Series 2023 Trustee pursuant to this Article which is not required for the payment of the Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be deposited in the General Account, as and when and collected for use and application as are other moneys deposited in the General Account.

With respect to the Series 2023 Bonds, no such deposit under this Article shall be made or accepted hereunder and no use made of any such deposit unless the Series 2023 Trustee shall have received an Opinion of Bond Counsel to the effect that such deposit and use would not cause any of the Series 2023 Bonds to be treated as arbitrage bonds within the meaning of Section 148 of the Code. Moreover, no such deposit shall be deemed a payment of Bonds unless the Trustee shall have received a verification from an accountant or firm of accountants appointed by the Bank and acceptable to the Series 2023 Trustee verifying the sufficiency of the deposit to pay the principal of, premium, if any, and interest on the Bonds to the due date, whether such due date be by reason of maturity or upon redemption. Provided, however, such verification from an accountant or firm of accountants appointed by the Issuer and acceptable to the Series 2023 Trustee, will not be required if the deposit made with the Series 2023 Trustee represents sufficient funds in the form of cash for the payment of principal of, premium, if any, and interest on the Bonds to be paid prior to their due date by reason of maturity or upon redemption within ninety (90) days of the delivery date of the Series 2023 Bonds. If requested by the Series 2023 Trustee, the Issuer will provide proof in a form acceptable to the Trustee of the sufficiency of the cash funds deposited as stated in the preceding sentence.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Article, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Series 2023 Bonds (including interest thereon but excluding any amounts set aside for rebate to the United States of America) shall be applied to and used solely for the payment of the particular Series 2023 Bonds (including interest thereon) with respect to which such moneys or obligations have been so set aside in trust.

Upon the deposit with the Series 2023 Trustee, in trust, at or before maturity, of money or Governmental Obligations in the necessary amount to pay or redeem all Outstanding Bonds as aforesaid (whether upon or prior to their maturity or the redemption date of such Bonds), provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such Bonds), provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as hereinabove provided, or provisions satisfactory to the Series 2023 Trustee shall have been made for the giving of such notice, and compliance with the other payment requirements hereof, this Indenture may be discharged in accordance with the provisions hereof but the limited liability of the Bank in respect of such Bonds shall continue provided that the owners thereof shall thereafter be entitled to payment only out of the moneys or Governmental Obligations deposited with the Trustee as aforesaid.

ARTICLE X

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

SECTION 10.01 Defaults; Events of Default. If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Default in the due and punctual payment of any interest on any Bond; or

(b) Default in the due and punctual payment of the principal or redemption premium of any Bond whether at the stated maturity thereof or on any date fixed for redemption; or

(c) Failure of the Bank to remit to the Series 2023 Trustee within the time limits prescribed herein any moneys which are required by this Indenture to be so remitted; or

21

(d) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Bank contained in this Indenture or in the Bonds and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or

(e) Any warranty, representation or other statement by or on behalf of the Bank contained in this Indenture or in any instrument furnished in compliance with or in reference to this Indenture is false or misleading, when made, in any material respect, and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or

(f) A petition is filed against the Bank under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any

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jurisdiction whether now or hereafter in effect and is not dismissed within sixty (60) days after such filing; or

(g) The Bank files a petition in voluntary bankruptcy or seeking relief under any provisions of any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(h) The Bank is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors, or a liquidator or trustee of the Bank or any of its property is appointed by court order or takes possession of such property and such order remains in effect or such possession continues for more than 60 days; or

(i) Default in the due and punctual payment of any interest or principal on the Series 2023 City Bond; or

(j) [Reserved]; or

(k) The Bank for any reason shall be rendered incapable of fulfilling its obligations under this Indenture; or

(l) There is an event of default under the City Bond Resolution.

SECTION 10.02 Remedies: Rights of Bondholders. Upon the occurrence of an Event of Default, the Trustee shall notify the owners of all Bonds then Outstanding of such Event of Default by registered or certified mail, and will have the following rights and remedies:

(a) The Trustee may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the Bonds then Outstanding, including enforcement of any rights of the Bank or the Trustee under the City Bond.

(b) The Trustee may by action or suit in equity require the Bank to account as if it were the trustee of an express trust for the holders of the Bonds and may take such action with respect to the Series 2023 City Bond as the Trustee deems necessary or appropriate and in the best interest of the Bondholders, subject to the terms of the Series 2023 City Bond.

(c) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Series 2023 Trustee and of the Bondholders under this Indenture, the Trustee will be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer. (d). The Trustee may declare the principal of and accrued interest on all Bonds to be due and payable immediately in accordance with this Indenture and the Act, by notice to the Bank and the Attorney General of the State and as otherwise required by the Act.

Upon the occurrence of an Event of Default, (a) if requested so to do by the holders of twenty-five percent (25%) or more in aggregate principal amount of all Bonds then Outstanding and if indemnified as provided in Section 11.01(k) hereof, or (b) if indemnified as provided in Section 11.01(k) hereof, the Series 2023 Trustee shall be obligated to exercise such one or more of the rights, remedies and powers conferred by this Section as the Trustee, being advised by Counsel, shall deem most expedient in the interests of the Bondholders.

No right or remedy by the terms of this Indenture conferred upon or reserved to the Series 2023 Trustee (or to the Bondholders) is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to Series 2023 Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

No delay or omission to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

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SECTION 10.03 Rights of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, subject to Section 15.01 herein, the Beneficial Owners of a majority in aggregate principal amount of Series 2023 Bonds then Outstanding shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Series 2023 Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law, including the Act, and of this Indenture.

SECTION 10.04 Appointment of Receivers. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Series 2023 Trustee and of the Bondholders under this Indenture, the Series 2023 Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings with such powers as the court making such appointment shall confer.

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SECTION 10.05 Application of Moneys. All moneys received by the Series 2023 Trustee pursuant to any right or remedy given or action taken under the provisions of this Article (including moneys received by virtue of action taken under provisions of the City Bond) shall,

42

after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Series 2023 Trustee and any other moneys owed to the Series 2023 Trustee hereunder, be deposited in the General Account and all moneys in such Accounts shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST - To the payment to the persons entitled thereto of all installments of interest then due on the Series 2023 Bonds, including interest on any past due principal of any Series 2023 Bond at the rate borne by such Series 2023 Bond, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to such payment ratably, according to the amounts due on such installments, to the persons entitled thereto, without any discrimination or privilege;

SECOND - To the payment to the persons entitled thereto of the unpaid principal of any of the Series 2023 Bonds which shall have become due either at maturity or pursuant to a call for redemption (other than Bonds called for redemption for the payment of which other moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of Series 2023 Bonds due on any particular date, together with such interest, then to such payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege;

THIRD - To be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the Series 2023 Bonds which may then become due either at maturity or upon call for redemption prior to maturity and, if the amount available shall not be sufficient to pay in full the principal of and interest on Series 2023 Bonds due on any particular date, such payment shall be made ratably according to the amount of principal and interest due on such date to the persons entitled thereto without any discrimination or privilege.

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(b) If the principal of all the Series 2023 Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Series 2023 Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Series 2023 Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional

moneys becoming available for such application in the future. Whenever the Series 2023 Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless the Series 2023 Trustee shall deem another date more suitable) upon which such application is to be... made and upon such date interest on the amounts of principal to be paid on such dates shall cease : to accrue. The Series 2023 Trustee shall give such notice as it may deem appropriate of the deposition of with it of any such moneys and of the fixing of any such date and shall not be required to make 421.2 36 1 payment of principal to the owner of any Bond until such Bond shall be presented to the Series. •1. 4 g 2023 Trustee for appropriate endorsement or for cancellation if fully paid. _____ San La

Whenever all principal of and interest on all Series 2023 Bonds have been paid under the provisions of this Section and all expenses and charges of the Series 2023 Trustee have been paid and all other amounts due hereunder have been paid in full, any balance remaining in the General Account shall be paid as provided in Article VI hereof.

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Repairing a first state of the Remedies Vested in the Trustee. All rights of action (including **SECTION 10.06** the right to file proof of claims) under this Indenture or under any of the Series 2023 Bonds may be enforced by the Series 2023 Trustee without the possession of any of the Series 2023 Bonds or the production thereof in any trial or other proceeding related thereto and any such suit or proceeding instituted by the Series 2023 Trustee shall be brought in its name as Series 2023 Trustee without the necessity of joining as plaintiffs or defendants any owners of the Series 2023 Bonds. and any recovery of judgment shall be for the equal and ratable benefit of the owners of all the **Outstanding Bonds.**

SECTION 10.07 Rights and Remedies of Bondholders. No owner of any Series 2023 Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (a) a Default has occurred, (b) such Default shall have become an Event of Default and the Beneficial Owners of not less than twenty-five percent, (25%) in aggregate principal amount of Bonds then Outstanding shall have made written request to the Series 2023 Trustee and shall have offered it reasonable opportunity either to proceed to exercise the remedies hereinbefore granted or to institute such action, suit or proceeding in its own name, (c) such Beneficial Owners of Bonds have offered to the Series 2023 Trustee indemnity as provided in Section 11.01(k) hereof, and (d) the Trustee has refused, or for sixty (60) days after receipt of such request and offer of indemnification has failed to exercise the remedies hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such request and offer of indemnity are hereby declared in every case at the option of Series 2023 Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his, her or their action or to enforce any right hereunder except in the manner herein and and provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Bonds then Outstanding. However, nothing contained in this Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the limited obligation of the Bank to pay the principal of, premium, if any, and interest on each of the Series 2023 Bonds issued hereunder to the respective.

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owners thereof at the time and place, from the source and in the manner expressed in the Series 2023 Bonds.

SECTION 10.08 Termination of Proceedings. In case the Series 2023 Trustee or any owner of any Series 2023 Bonds shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and with regard to the property herein subject to this Indenture, and all rights, remedies and powers of the Trustee and the owners of Bonds shall continue as if no such proceedings had been taken.

SECTION 10.09 Waivers of Events of Default. The Series 2023 Trustee may, at its discretion waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the Beneficial Owners of (a) more than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of all the Series 2023 Bonds then Outstanding in respect of which an Event of Default in the payment of principal or interest exists, or (b) more than fifty percent (50%) in aggregate principal amount of all Series 2023 Bonds then Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (x) any Event of Default in the payment of the principal of any Outstanding Bond at the date of maturity specified therein or (y) any Event of Default in the payment when due of the interest on any Outstanding Bond unless prior to such waiver all of the interest or all payments of principal when due, as the case may be, with interest on overdue principal at the rate borne by such Bond, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for or (z) any Event of Default for nonpayment of Program Expenses; and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Bank, the Series 2023 Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or recession shall extend to any subsequent or other Event of Default, or impair any rights consequent thereon.

SECTION 10.10 Notice of Defaults under Section 10.01(d) or (e); Opportunity of the Bank to Cure Such Defaults. Anything herein to the contrary notwithstanding, no Default under Section 10.01(d) or (e) hereof shall constitute an Event of Default until actual notice of such Default by registered or certified mail shall be given to the Bank by the Series 2023 Trustee and the Bank shall have had sixty (60) days after receipt of such notice to correct the Default or cause the Default to be corrected, and shall not have corrected the Default or caused the Default to be corrected within the applicable period; provided, however, if the Default be such that it is correctable but cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Bank within the applicable period and diligently pursued until the Default is corrected. If a Default is cured under this Section 10.10, then it will not constitute an Event of Default.

With regard to any alleged Default concerning which notice is given to the Bank under the provisions of this Section, the Bank hereby grants to the Trustee full authority for the account of the Bank to perform any covenant or obligation the failure of performance which is alleged in said notice to constitute an Event of Default, in the name and stead of the Bank with full power to do

any and all things and acts to the same extent that the Bank could do and perform any such things and acts and with power of substitution.

ARTICLE XI

TRUSTEE

SECTION 11.01 Acceptance of the Trusts. The Series 2023 Trustee hereby accepts the trusts and duties imposed upon it by this Indenture, and agrees to perform said trusts and duties with the same degree of care and skill in their exercise, as a prudent corporate trustee would exercise or use under the circumstances in the conduct of his own affairs, but only upon and subject to the following express terms and conditions:

(a) The Series 2023 Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived) the Series 2023 Trustee shall exercise the rights and powers vested in it by this Indenture in accordance with the standard specified above.

(b) The Series 2023 Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same if appointed in accordance with the standard specified above, and shall be entitled to advice of Counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Series 2023 Trustee may act upon the opinion or advice of any attorney or firm of attorneys (who may be the attorney or firm of attorneys for the Bank or the Series 2023 Trustee), if selected in accordance with the standard set forth above. The Series 2023 Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(c) The Series 2023 Trustee shall not be responsible for any recital herein or in the Bonds, other than the Certificate of Authentication required by Section 3.04 hereof, or for the validity of the execution by the Bank of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby.

(d) The Series 2023 Trustee shall not be accountable for the use of any Series 2023 Bonds authenticated or delivered hereunder. The Trustee may become the owner of Series 2023 Bonds secured hereby with the same rights which it would have if not the Series 2023 Trustee and Series 2023 Bonds owned by the Trustee shall be deemed Outstanding unless canceled pursuant to the provisions hereof.

(e) The Series 2023 Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document

reasonably believed to be genuine and correct and to have been signed or sent by the proper person or persons. The Series 2023 Trustee shall not withhold unreasonably its consent, approval or action to any reasonable request of the Bank. Any action taken by the Series 2023 Trustee pursuant to this Indenture upon the request of the Bank or consent of any person who at the time of making such request or giving such consent is the owner of any Series 2023 Bond, shall be conclusive and binding upon all future owners of the same Series 2023 Bond and upon Series 2023 Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Series 2023 Trustee shall be entitled in good faith to rely upon a certificate signed by an Authorized Officer as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Series 2023 Trustee has become aware shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient but may in its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Series 2023 Trustee may accept a certificate of an Authorized Officer of the Bank under its seal to the effect that a resolution in the form therein set forth has been adopted by the Bank as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(g) The permissive right of the Series 2023 Trustee to do things enumerated in this Indenture shall not be construed as a duty and it shall not be answerable for other than its gross negligence or willful default.

(h) At any and all reasonable times the Series 2023 Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect any and all of the books, papers and records of the Bank pertaining to the Revenues and receipts pledged to the payment of the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(i) The Series 2023 Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(j) Notwithstanding anything elsewhere in this Indenture contained, the Series 2023 Trustee shall have the right, but shall not be required, to demand; in respect of the authentication of any Bonds, the withdrawal of any cash, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, deemed desirable by the Series 2023 Trustee for the purpose of establishing the right of the Bank to the authentication of any Bonds, the withdrawal of any other action by the Series 2023 Trustee.

(k) Before taking any action referred to in Section 10.02, 10.03 or 10.07 hereof, the Series 2023 Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful default, by reason of any action so taken.

(1) All moneys received by the Series 2023 Trustee shall, until used, applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law and this Indenture. The Series 2023 Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(m) The Series 2023 Trustee for all purposes of this Indenture shall be deemed to be aware of any Event of Default in the payment of principal of or interest on any of the Bonds and any event of default in the payment of principal of and interest on the Series 2023 City Bond.

(n) The Series 2023 Trustee shall have no obligation to file financing statements or continuation statements.

(o) The Series 2023 Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Indenture and final payment of the Bonds.

SECTION 11.02 Fees, Charges and Expenses of the Trustee. The Series 2023 Trustee shall be entitled to prompt payment and reimbursement upon demand for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Series 2023 Trustee in connection with such services. The Series 2023 Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as paying agent and registrar for the Series 2023 Bonds but only as herein provided. Upon any Event of Default, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of or interest on any Series 2023 Bond upon the Trust Estate for the foregoing fees, charges and expenses incurred by it, respectively.

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SECTION 11.03 Intervention by the Trustee. In any judicial proceeding to which the Bank is a party and which in the opinion of the Series 2023 Trustee and its Counsel has a substantial bearing on the interests of the owners of the Series 2023 Bonds, the Trustee may intervene on behalf of the Bondholders, and shall do so if requested in writing by the Beneficial Owners of at least twenty-five percent (25%) of the aggregate principal amount of Series 2023 Bonds then Outstanding upon receiving indemnification satisfactory to the Series 2023 Trustee.

SECTION 11.04 Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party ("Reorganization"), ipso facto shall be and become successor Trustee hereunder, if

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legally qualified to serve as such, and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided that within thirty (30) days of the effective date of such Reorganization, the Bank may object to such corporation or association becoming successor Series 2023 Trustee by filing written notice of such objection with the successor Series 2023 Trustee and by mailing such notice to each Bondholder whereupon a successor or temporary Series 2023 Trustee shall be appointed in accordance with Section 11.07 hereof.

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SECTION 11.05 Resignation by the Trustee. The Series 2023 Trustee and any successor Series 2023 Trustee may at any time resign from the trusts hereby by giving thirty (30) days' written notice by registered or certified mail to the Bank and the owner of each Series 2023 Bond as shown by the list of Bondholders required by this Indenture to be kept at the office of the Series 2023 Trustee, and such resignation shall only take effect upon the appointment of a successor Trustee in accordance with Section 11.07 and acceptance of such appointment by the successor Trustee.

SECTION 11.06 Removal of the Trustee. The Series 2023 Trustee may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Series 2023 Trustee and to the Bank and signed by the Beneficial Owners of a majority in aggregate principal amount of all Series 2023 Bonds then Outstanding or their attorneys-in-fact duly. Notice of the removal of the Trustee shall be given in the same manner as provided in Section 11.05 hereof with respect to the resignation of the Series 2023 Trustee. So long as no Event of Default or an event which, with the passage of time would become an Event of Default, shall have occurred and be continuing, the Series 2023 Trustee may be removed at any time for cause by resolution or other official written action taken by the Bank with such written action to be filed with the Series 2023 Trustee.

24.5 SECTION 11.07 Appointment of Successor Trustee by the Bondholders: Temporary Trustee. In case the Series 2023 Trustee shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of all Bonds then Outstanding by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact duly authorized, a copy of which shall be delivered personally or sent by registered mail to the Bank. Nevertheless, in case of such vacancy, the Bank by resolution may appoint a temporary Trustee to fill such vacancy. Within ninety (90) days of such appointment, the Bondholders may appoint a successor Trustee; any such successor Trustee so appointed by the Bank shall become the successor Trustee if no appointment is made by the Bondholders within such period, but in the event an appointment is made by the Bondholders, the temporary Trustee shall immediately and without further act be superseded by any Trustee so appointed by such Bondholders. Notice of the appointment of a successor Trustee shall be given in the same manner as provided by Section 11.05 hereof with respect to the resignation of a Trustee. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing in and incorporated under the laws of the State, duly authorized to exercise trust powers and subject to examination by federal or State

authority, having a reported capital and surplus of not less than \$75,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

SECTION 11.08 Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also to the Bank an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the Bank, after the payment of all fees, charges and expenses which may be due and owing to such predecessor pursuant to the provisions of Section 11.02 hereof, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and shall deliver all securities, moneys and other property or documents held by it as Trustee hereunder to its or his successor hereunder. Should any instrument in writing from the Bank be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Bank. The resignation of any Series 2023 Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed or recorded by the successor Trustee in each recording office where this Indenture shall have been filed or recorded, if any.

SECTION 11.09 Indemnification. The Bank, will, to the fullest extent permitted by law, protect, indemnify and save the Trustee and its respective officers, board members, attorneys, agents, and employees, harmless from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Trustee), taxes, causes of action, suits, claims, demands and judgments of any nature arising from:

(a) violation of any agreement, provision or condition of this Indenture, the Series 2023 City Bond, the Bonds or the City Bond Resolution except a violation by the Trustee;

(b) any untrue statement or alleged untrue statement of a material fact contained in any offering material relating to the sale or remarketing of the Bonds (as from time to time amended or supplemented) or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or failure to properly register or otherwise qualify the sale of the Series 2023 Bonds or failure to comply with any licensing or other law or regulation which would affect the manner whereby or to whom the Series 2023 Bonds could be sold.

Promptly after receipt by the Series 2023 Trustee of notice of the commencement of any action with respect to which indemnity may be sought against the Bank under this Section, the Series 2023 Trustee will notify the Bank in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the Bank shall assume the defense of such action (including the employment of Counsel or such other person as the case may be, and the payment of expenses). Insofar as such action shall relate to any alleged liability with respect to which indemnity may be

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sought against the Bank, the Series 2023 Trustee shall have the right to employ separate Counsel in any such action and to participate in the defense thereof, but the fees and expenses of such Counsel shall not be at the expense of the Bank unless the employment of such Counsel has been specifically authorized by the Bank, which approval shall not be unreasonably withheld. The Bank shall not be liable to indemnify any person for any settlement of any such action effected without its consent.

The provisions of this Section 11.09 shall survive the payment and discharge of the City Bond and the Bonds.

SECTION 11.10 Successor Trustee as Trustee of Funds, Paying Agent and Registrar. In the event of a change in the office of Series 2023 Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee of the funds provided hereunder and registrar and paying agent for principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee, registrar and paying agent.

ARTICLE XII

SUPPLEMENTAL INDENTURES ...

SECTION 12.01 Supplemental Indentures not Requiring Consent of Bondholders. The Bank and the Series 2023 Trustee may, without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture;

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of Outstanding Bonds and does not require unanimous consent of the Bondholders pursuant to Section 12.02 hereof;

(c): To subject to this Indenture additional Revenues, properties or collateral;

(d) To modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if so determined, to add to_this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;

(e) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee hereunder or the succession of a new registrar and/or paying agent; and

(f) In connection with issuance of Refunding Bonds.

Supplemental Indentures Requiring Consent of Bondholders. **SECTION 12.02** Exclusive of Supplemental Indentures provided for by Section 12.01 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Series 2023 Bonds then Outstanding which are affected (exclusive of Bonds held by the Bank) shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Bank and the Series 2023 Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Series 2023 Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit, or be construed as permitting, without the consent of the owners of all then Outstanding Bonds, (a) an extension of the maturity of the principal of or the interest or redemption date on any Bond issued hereunder, or (b) a reduction in the principal amount of any Bond or change in the rate of interest or redemption premium, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture, or (e) the creation of any lien securing any Bonds other than a lien ratably securing all of the Bonds at any time Outstanding hereunder, or (f) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee without the written consent of the Trustee.

If at any time the Bank shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes set forth in this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be mailed by registered or certified mail to each owner of a Bond at the address shown on the registration records maintained by the Series 2023 Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the Principal Office of the Series 2023 Trustee for inspection by all Bondholders. If, within sixty (60) days, or such longer period as shall be prescribed by the Bank. following the mailing of such notice, the owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture (exclusive of Bonds held by the Bank) shall have consented to and approved the execution of such Supplemental Indenture as provided in Section 15.01 hereof, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Bank from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

ARTICLE XIII

[RESERVED]

ARTICLE XIV

[RESERVED]

ARTICLE XV

MISCELLANEOUS

SECTION 15.01 Consents, Etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number or concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by an agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Series 2023 Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it or them under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved (i) by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or (ii) by an affidavit of any witness to such execution.

(b) The fact of ownership of Series 2023 Bonds and the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register of the Bank maintained by the Trustee pursuant to Section 3.06 hereof.

SECTION 15.02 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Series 2023 Bonds is intended or shall be construed to give to any person or company other than the parties hereto, and the owners of the Bonds, any legal or suitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the owners of the Bonds as herein provided.

SECTION 15.03 Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 15.04 Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the appropriate Notice Address. A duplicate copy of each notice required to be given hereunder by the Trustee or the Bank to the City or the

Original Lender shall also be given to the other. The Bank or the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 15.05 Trustee as Paying Agent and Registrar. The Trustee is hereby designated and agrees to act as paying agent and registrar for and in respect to the Bonds.

SECTION 15.06 Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Series 2023 Bonds shall be in the city of payment a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal may be made on the next Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption.

SECTION 15.07 Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 15.08 Receipt of Money or Revenues by Trustee. The Trustee is an authorized agent of the Bank for purposes of receiving money and Revenues on behalf of the Bank in accordance with provisions of this Indenture.

It is not the intent of this Section 15.08, or any other Section of this Indenture, to create a power of attorney relationship between the Bank and the Trustee.

SECTION 15.09 Applicable Provisions of Law. This Indenture shall be governed by and construed in accordance with the laws of the State.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Bank has caused this Indenture to be executed on its behalf by its Executive Director and the seal of the Bank to be hereunto affixed and duly attested by its Secretary and the Series 2023 Trustee, to evidence its acceptance of the trusts created hereunder, has caused this Indenture to be executed in its name by its duly authorized officers and its corporate seal to be hereunto affixed and duly attested, all as of the day and year first above written.

(SEAL)

MISSISSIPPI DEVELOPMENT BANK

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By:___

Name: Larry W. Mobley Title: Executive Director

ATTEST:

Name: Debbie McCollum Title: Board Secretary

[Signature Page to the Indenture of Trust, by and between, the Mississippi Development Bank and ______Bank, as Trustee, dated _____, 2023.]

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STATE OF MISSISSIPPI

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COUNTY OF HINDS

On the ______ day of _____, 2023, before me, a Notary Public in and for said County, personally appeared Larry W. Mobley and Debbie McCollum to me personally known, who, being by me first duly sworn, did say that they are the Executive Director and Secretary, respectively, of the Mississippi Development Bank, the Bank named in and which executed the foregoing Indenture, that the seal affixed to said instrument is the seal of the Bank, and that said instrument was signed, sealed, executed and delivered on behalf of said Bank by authority of its Board of Directors.

Notary Public

My Commission Expires:

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(SEAL)

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The foregoing Indenture of Trust is hereby acknowledged and accepted by _____ Bank on this the ____ day of _____ 2023.

BANK MISSISSIPPI as Trustee

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By:	
Name:	
Title:	

[Signature Page to the Indenture of Trust, by and between, the Mississippi Development Bank and ______ Bank, as Trustee, dated _____, 2023.]

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STATE OF MISSISSIPPI

COUNTY OF

On the ______ day of ______, 2023, before me, a Notary Public in and for said County, personally appeared _______ to me personally known, who, being by me first duly sworn, did say that she is the Corporate Trust Officer, the Series 2023 Trustee named in and which executed the foregoing Indenture, that the seal affixed to said instrument is the seal of the Trustee, and that said instrument was signed, sealed, executed and delivered on behalf of said Trustee by authority of its Board of Directors.

Notary Public

My Commission Expires:

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(SEAL)

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EXHIBIT A

FORM OF SERIES 2023 CITY BOND

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[BOND FORM]

THIS CITY BOND HAS BEEN ASSIGNED TO _____, ___, ___, AS TRUSTEE UNDER AN INDENTURE OF TRUST, DATED _____, 2023, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE SERIES 2023 TRUSTEE (THE "SERIES 2023 INDENTURE"). THIS CITY BOND IS REGISTERED IN THE NAME OF THE SERIES 2023 TRUSTEE AND IS NON-TRANSFERRABLE EXCEPT AS PERMITTED IN THE SERIES 2023 INDENTURE.

UNITED STATES OF AMERICA STATE OF MISSISSIPPI HINDS COUNTY CITY OF JACKSON TAXABLE GENERAL OBLIGATION BOND SERIES 2023

NO. 1		\$		
	Rate of Interest	Maturity	Dated Date	CUSIP
	%		, 2023	NA
Registered Owner: <u>Trustee</u> ")		_, as Trus	tee (the " <u>Series 2023</u>	

Principal Amount:

13 - 1

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times and periods as provided in the Series 2023 Indenture (herein defined).

The City further promises to pay interest on such principal amount from the date of this Series 2023 City Bond until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date (as defined in the Series 2023 Bond Resolution (defined below)).

Payments of principal of and interest on this Series 2023 City Bond shall be made by check or draft mailed on the Interest Payment Date (as defined in the Series 2023 Bond Resolution) to such Registered Owner's address as it appears on such registration records. This Series 2023 City Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "<u>City Bond Act</u>") and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "<u>Bank Act</u>" and together with the City Bond Act, the "<u>Act</u>"), and by the further authority of proceedings duly had by the Mayor and City Council of the City (the "<u>Governing Body</u>"), including a resolution adopted September 26, 2023 (the "<u>Series 2023 City Bond</u> <u>Resolution</u>").

This Series 2023 City Bond is issued in the aggregate authorized principal amount of not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000) to raise money for the purpose of funding a portion of the (a) repairing, improving, adorning and equipping of the Arts Center of Mississippi and the Russell C. Davis Planetarium and for other authorized purposes in connection with same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities and for other authorized purposes under the Act (the "Construction Project"), (b) providing funds to Jackson Redevelopment Authority, an Urban Renewal Agency created under the Urban Renewal Act ("JRA") in connection with the NMTC Financing (defined below) for the Construction Project, (c) providing for the payment in full of the Series 2022 Bonds (as defined in the Series 2023 City Bond Resolution), (d) pursuing additional subsidy for the Construction Project by participating and utilizing federal New Markets Tax Credits pursuant to Section 45D of the Internal Revenue Code of 1986, as amended and/or Mississippi Equity Investment Tax Credits pursuant to Sections 57-105-1, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "MS NMTC Act") (collectively, the "NMTC Financing") to finance the Construction Project, (e) authorizing the use of a Public Entity (the "Public Entity"), including but not limited to the JRA to be utilized as defined specifically pursuant to § 57-105-1 (7)(b)(iii) of the MS NMTC Act as well as a "Public Benefit Corporation" as defined specifically pursuant to § 57-105-1 (7)(b)(ii) of the MS NMTC Act ("Public Benefit Corporation"); (f) entering into or approving various leases, loans, development agreements and other financing arrangements with the Public Entity, Public Benefit Corporation or other NMTC Financing participants for the purpose of utilizing NMTC Financing as may be approved by further action of the Governing Body; (g) providing for capitalized interest, if necessary, for the Series 2023 City Bond, and (h) paying the costs of borrowing associated with the issuance of the Series 2023 Bonds, the Series 2023 City Bond and the NMTC Financing (collectively, (a) through (h), the "Project").

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The City will duly and punctually pay the principal of, premium, if any, and interest on the Series 2023 City Bond at the dates and the places and in the manner mentioned in the Series 2023 City Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon the Series 2023 City Bond, the City agrees to make payments upon the Series 2023 City Bond and be liable therefor at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on the not to exceed \$9,500,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2023 (Jackson, Mississippi General Obligation Planetarium Improvement Bond Project) (the "Series 2023 Bank Bonds"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank (the "Bank") and the Series 2023 Trustee, dated ______, 2023 (the "Series 2023 Indenture") when due whether upon a scheduled interest payment date, at maturity or by mandatory redemption or optional redemption.

Reference is hereby made to the Series 2023 City Bond Resolution and to all amendments and supplements thereto for the provisions, among others, with respect to the nature and extent of the security for the Bondholder, the rights, duties and obligations of the City and the Bondholder and the terms upon which the Series 2023 City Bond is or may be issued and secured.

The City and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

The Series 2023 City Bond is and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the Series 2023 City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Series 2023 City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Series 2023 City Bond Resolution. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the Series 2023 City Bond as the same falls due.

This Series 2023 City Bond is the only evidence of indebtedness issued and outstanding under the Series 2023 City Bond Resolution. This Series 2023 City Bond has been purchased by the Bank and has been assigned to the Series 2023 Trustee under the Series 2023 Indenture; this Series 2023 City Bond is registered in the name of the Series 2023 Trustee and is non-transferrable except as provided in the Series 2023 Indenture.

The City and the Series 2023 Trustee may deem and treat the person in whose name this Series 2023 City Bond is registered as the absolute owner hereof, whether this Series 2023 City Bond shall be overdue or not, for the purpose of receiving payment of the principal of, redemption premium, if any, and interest on this Series 2023 City Bond and for all other purposes. All such payments so made to the registered owner shall be valid and effectual to satisfy and discharge the liability upon this Series 2023 City Bond to the extent of the sum or sums or paid, and neither the City nor the Series 2023 Trustee shall be affected by any notice to the contrary.

This Series 2023 City Bond shall only be redeemed under the Series 2023 City Bond Resolution to the extent and in the manner required to redeem the Series 2023 Bank Bonds pursuant to the provisions of the Series 2023 Indenture.

Modifications or alterations of the Series 2023 Bond Resolution may be made only to the extent and under the circumstances permitted by the Series 2023 Indenture.

This Series 2023 City Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Series 2023 City Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Series 2023 City Bond, in order to make the same legal and binding general obligation of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Series 2023 City Bond, both principal and interest, the full faith and credit of the City are hereby irrevocably pledged.

IN WITNESS WHEREOF, the City has caused this Series 2023 City Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the City Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, on this the _____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY:

Mayor

COUNTERSIGNED:

City Clerk (SEAL)

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CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Series 2023 City Bond is the Series 2023 City Bond described in the within mentioned Series 2023 City Bond Resolution and is the Taxable General Obligation Bond, Series 2023, of the City of Jackson, Mississippi.

as Transfer Agent

BY: ______Authorized Signatory

Date of Registration and Authentication: _____, 2023

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI **COUNTY OF HINDS CITY OF JACKSON**

I, the undersigned City Clerk of the City of Jackson, Mississippi, do hereby certify that the within City Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Hinds County, Mississippi, rendered on the _____ day of ______, 2023.

(SEAL)

City Clerk

[END OF CITY BOND FORM]

81892026.v3

CITY BOND PURCHASE AGREEMENT

THIS CITY BOND PURCHASE AGREEMENT (this "<u>Agreement</u>") is dated the _______ day of ______, 2023, by and between the MISSISSIPPI DEVELOPMENT BANK, a public body corporate and politic (the "<u>Bank</u>" or "<u>Issuer</u>"), created pursuant to the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (hereinafter referred to as the "<u>Bank Act</u>"), having its principal place of business in the City of Jackson, Mississippi, and the CITY OF JACKSON, MISSISSIPPI (the "<u>City</u>"), a local governmental unit under the Act.

WITNESSETH:

WHEREAS, pursuant to the Bank Act, the Bank is authorized to purchase securities (as defined in the Bank Act) issued by local governmental units (as defined in the Bank Act); and

WHEREAS, the City has duly authorized the issuance of its general obligation bond designated the City of Jackson, Mississippi Taxable General Obligation Bond, Series 2023 (Planetarium Improvement Project) in the form of one fully registered bond, in the principal amount of not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000.00) (the "Series 2023 City Bond") as authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "City Bond Act" and together with the Bank Act, the "Act") and the Bank Act; and

WHEREAS, the Series 2023 City Bond is expected to be purchased by the Bank in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Bank has adopted a resolution approving an Indenture of Trust (the "Indenture"), dated ______, 2023, by and between the Bank and ______ Bank, _____, Mississippi, a state banking corporation authorizing the issuance of its \$9,500,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2023 (City of Jackson, Mississippi Taxable General Obligation Planetarium Improvement Bond Project) (the "Series 2023 Bonds"), the proceeds of which will be used to purchase the Series 2023 City Bond.

NOW, THEREFORE, the Bank and the City agree:

1. Subject to the terms and conditions of this Agreement, the Bank hereby agrees to purchase the Series 2023 City Bond and the City hereby agrees to sell to the Bank the Series 2023 City Bond at the price of \$9,500,000.00 less \$______ for deposit to the Costs of Issuance Account, and less \$______ for deposit to the Capitalized Interest Account (as defined in the Series 2023 Indenture) and less \$______ for deposit to the Series 2022 Redemption Account (as defined in the Series 2023 Indenture) for the payment in full of the Series 2022 Bonds; which equals the balance of \$______ to be deposited on behalf of the City into the 2023 Construction Fund, as defined in and pursuant to that certain Bond Resolution (the "Series 2023 City Bond are set forth in the Series 2023 City Bond Resolution and incorporated herein by reference.

2. The City will take all action required by law to enable it to issue and sell the Series 2023 City Bond to be purchased by the Bank, and the City's obligation to issue and sell the Series 2023 City Bond and the Bank's obligation to purchase the Series 2023 City Bond are expressly contingent upon the City's taking all steps and receiving all approvals required by the laws of the State of Mississippi to issue the Series 2023 City Bond.

3. At such time as the Bank shall reasonably request and in any event prior to the delivery to the Bank of the Series 2023 City Bond, which Series 2023 City Bond shall be in the form set forth in the Series 2023 City Bond Resolution and registered in the name of The Peoples Bank, Biloxi, Mississippi, as the assignee of the Bank, the City shall furnish to the Bank a transcript of proceedings and an opinion of bond counsel satisfactory to the Bank which shall set forth, among other things, the unqualified approval of the validity and authorized issuance of the Series 2023 City Bond. The City shall bear the cost of obtaining such bond counsel's opinion.

4. The City and the Bank agree that the Series 2023 City Bond and the payments to be made thereon may be pledged or assigned by the Bank only under and to the extent provided in the Series 2023 Indenture.

5. The City agrees to furnish to the Bank as long as the Series 2023 City Bond remains outstanding annual financial reports, audit reports and such other financial information as is reasonably requested by the Bank.

6. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of the Agreement and this Agreement shall be construed and in force as if such invalid or unenforceable provision had not been contained herein.

7. If the Bank does not deliver said Series 2023 Bonds and receive payment therefor on or before ______, 2023, the City may rescind this Agreement by giving written notice of such rescission to the Executive Director of the Bank. The Bank is obligated to purchase the Series 2023 City Bond solely from proceeds of the Series 2023 Bonds.

8. This Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. The Bank and the City each agree that it will execute any and all documents or other instruments and take such other actions as may be necessary to give effect to the terms of this Agreement.

9. No waiver by either the Bank or the City of any term or condition of this Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase or other provision of this Agreement.

10. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Bank and the City relating to the subject matter hereof and constitutes the entire agreement between the Bank and the City in respect hereof.

IN WITNESS WHEREOF, we have set our hands unto this Series 2023 City Bond Purchase Agreement as of the day first above written.

(SEAL)

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MISSISSIPPI DEVELOPMENT BANK

By:_____ Name: Larry W. Mobley Title: Executive Director

ATTEST:

Name: Debbie McCollum Title: Board Secretary

[Signature Page to Series 2023 City Bond Purchase Agreement, dated ______, 2023, by and between Mississippi Development Bank and the City of Jackson, Mississippi.]

The foregoing Series 2023 City Bond Purchase Agreement is hereby acknowledged and accepted by the City of Jackson, Mississippi on this the _____ day of _____ 2023.

(SEAL)

CITY OF JACKSON, MISSISSIPPI

By: _____ Name: Chokwe Antar Lumumba Title: Mayor

ATTEST:

Name: Angela Harris Title: City Clerk

[Signature Page to Series 2023 City Bond Purchase Agreement, dated ______, 2023, by and between Mississippi Development Bank and the City of Jackson, Mississippi.]

82556150.v1

MISSISSIPPI DEVELOPMENT BANK BOND PURCHASE AGREEMENT

Among

THE CITY OF JACKSON, MISSISSIPPI,

MISSISSIPPI DEVELOPMENT BANK,

and

CADENCE BANK JACKSON, MISSISSIPPI

DATED AS OF ______, 2023

16

\$9,500,000 MISSISSIPPI DEVELOPMENT BANK TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2023 (CITY OF JACKSON, MISSISSIPPI GENERAL OBLIGATION PLANETARIUM IMPROVEMENT BOND PROJECT)

BOND PURCHASE AGREEMENT

Mississippi Development Bank Jackson, Mississippi

City of Jackson Jackson, Mississippi

Ladies and Gentlemen:

You have informed the undersigned the City of Jackson, Mississippi (the "<u>City</u>") and Mississippi Development Bank (the "<u>Issuer</u>") of your desire to purchase for the Issuer the aggregate of \$9,500,000.00 principal amount of the Issuer's Taxable Special Obligation Bonds, Series 2023 (Jackson, Mississippi General Obligation Bond Project).

Now, therefore, the undersigned hereby agrees with you and you agree with the undersigned as follows:

1. **Definitions.** For purposes of this Agreement the following terms have the meanings specified:

"Act" means together the Bank Act and the City Bond Act.

"Affiliate" means any Person controlling, controlled by or under common control with the City.

"Agreement" means this Series 2023 Bond Purchase Agreement, as from time to time amended, supplemented or modified.

"Ancillary Agreements" means the MDB Resolution, the Series 2023 Indenture, the Series 2023 City Bond Resolution, the Series 2023 City Bond and all other agreements executed and delivered in connection therewith or otherwise in connection with the issuance and sale of the Bonds, each as from time to time amended, supplemented or modified.

"Bank Act" means Sections 31-25-1 *et seq.*, of the Mississippi Code of 1972, as amended, and supplemented from time to time.

"Bonds" or "Series 2023 Bonds" means the \$9,500,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2023 (City of Jackson, Mississippi General Obligation Planetarium Improvement Bond Project).

"Bondholder" means the record owner of any Bond.

"Business Day" means any day other than Saturday or Sunday on which the Issuer and the Series 2023 Trustee are each not required or authorized by law to be closed and on which the New York Stock Exchange is not closed.

"City" means City of Jackson, Mississippi, and its successors.

"City Bond Act" means Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended, and supplemented from time to time.

"Series 2023 City Bond Resolution" means the resolution of the Mayor and City Council of the City adopted on September 26, 2023 authorizing the issuance of the City Bond.

"Closing" means the closing held on the Closing Date as defined herein.

"Closing Date" means the date of issuance and delivery of the Bonds.

"Default" or "Event of Default" shall have the meanings given such terms in the Series 2023 Indenture.

"Depository" means any securities depository that is a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended, operating and maintaining, with its participants or otherwise, a system to record ownership of beneficial interests in Bonds, and to effect transfers of Bonds, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Governmental Body" means any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

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"Issuer" means Mississippi Development Bank or Bank, a Mississippi public corporation and its successors and assigns.

"Lender" means Cadence Bank, Jackson, as the original purchaser of the Bonds.

"MDB Resolution" means the resolution of the Issuer dated October 11, 2023, under which the Issuer authorized the issuance of the Bonds.

"Person" means an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including without limitation a government or political subdivision thereof or a Governmental Body.

"Project" means the Project as defined in the Series 2023 City Bond Resolution.

"Series 2023 City Bond" means the \$9,500,000 City of Jackson, Mississippi Taxable General Obligation Bond, Series 2023 (Planetarium Improvement Project), to be dated the date of delivery thereof. "Series 2023 Indenture" means the Series 2023 Indenture of Trust, to be dated ______, 2023, by and between the Issuer and the Series 2023 Trustee, as from time to time amended, supplemented or modified.

"Series 2023 Trustee" means ______ Bank, _____, Mississippi, a state banking corporation, as trustee under the Series 2023 Indenture, and its successors and assigns.

"Subsidiary" means, with respect to any Person, any corporation or other entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at the time directly or indirectly owned by such Person or one or more Subsidiaries, or by such person and one or more Subsidiaries.

2. Sale and Placement of Bonds. (A) Sale of Bonds. Subject to the terms and conditions contained in this Agreement, the Issuer hereby agrees to sell to you, and you hereby agree to purchase the aggregate principal amount of the Bonds at a purchase price of \$9,500,000.00, which represents the par amount of the Bonds of \$9,500,000.00. The Bonds shall initially be issued in denominations of \$100,000 each and increments of \$1,000 thereafter, or integral multiples thereof up to the amount of a single maturity and shall be registered in the name of Cadence Bank, Jackson, Mississippi, as the Lender for the Bonds. The Bonds shall mature on December 1 in the years and in the principal amounts, and shall bear interest at the rates per annum, all as set forth below:

YEAR OF	PRINCIPAL	
MATURITY	AMOUNT	

INTEREST <u>RATE</u>

* Final Maturity

Optional Redemption. The Bonds (or any portions thereof in Authorized Denominations) maturing on or after December 1, _____ are subject to redemption in whole or in part, in

principal amounts and maturities selected by the Bank on any date on or after December 1, _____, at par, plus accrued interest to the date of redemption. In the event any of the Bonds are called for optional redemption as aforesaid, notice thereof identifying the bonds to be redeemed will be given by mailing a copy of the redemption notice (which may be a conditional notice of redemption) by registered or certified mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of the Bonds to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing, or any defect therein with respect to any bond, shall not affect the validity of any proceedings for the redemption of other Bonds.

Mandatory Sinking Fund Redemption. The Bonds maturing December 1, ______in the principal amount of \$9,500,000 are subject to mandatory sinking fund redemption, in part, by lot, on December 1, in each of the years set forth below, at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

\$9,500,000 Term Bonds Maturing _____%

Year

Principal Amount

* Final Maturity

(B) Closing. The sale of the Bonds shall take place on the Closing Date at the offices of Butler Snow LLP, Ridgeland, Mississippi, or such other location which is agreed upon by the parties. You shall make payment of the purchase price for the Bonds on the Closing Date to the Issuer or as directed by the Issuer in immediately available funds, wire transfer or by credit advice of transfer to such account as the Issuer may have designated to you in writing at least two Business Days prior to such Closing Date. (C) **Right to Rescind.** You shall have the right to rescind or terminate this Agreement at any time on or prior to the Closing Date if an Event of Default or a Default shall have occurred and be continuing, or the sale and purchase of the Bonds as provided herein shall, in your reasonable judgment, become impossible or impractical because, since the date hereof:

(i) Any outbreak of major hostilities or any other national or international calamity or crises shall have occurred;

(ii) A general banking moratorium shall have been declared by Federal or New York State authorities;

(iii) Trading on the New York Stock Exchange shall have been suspended, or minimum or maximum prices for trading shall have been fixed or maximum ranges for prices shall have been required on the New York Stock Exchange by such Exchange or by the Securities and Exchange Commission or any other Governmental Body; or

(iv) Any action shall have been taken by the Securities and Exchange Commission preventing the effectiveness of the registration statement filed with the Securities and Exchange Commission under the Securities Act of 1933 with respect to one or more of the Funds or the Securities and Exchange Commission shall have issued a stop order suspending the effectiveness of such registration statement.

3. **Representation and Warranties of the City.** The City represents and warrants that on and as of the date hereof and on and as of the Closing Date:

- (A) Organization and Power. The City is a political subdivision of the State, and has all power and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted or proposed to be conducted and to enter into and perform this Agreement and any Ancillary Agreement to which it is or is to be a party.
- (B) Authorization of Agreements, etc. This Agreement and the Ancillary Agreements to which the City is or is to be a party have been duly authorized by all necessary action on the part of the City. This Agreement has been duly executed and delivered by the City and constitutes, and the Ancillary Agreements to which the City is or is to be a party, when duly executed and delivered, will constitute valid and binding agreements of the City.
- (C) No Material Adverse Change. Since September 30, 2021, the date of the City's last audited financial statements, there has been no material adverse change in the business, financial, condition, results or operations of the City.
- (D) Litigation. Except as disclosed in documents publicly available regarding the City, there is no action, suit, proceeding, inquiry or investigation pending or, to the knowledge of

the City, threatened, against or affecting the City or any Affiliate thereof in any court or before any arbitrator or before or by any Governmental Body reasonably likely to result in an adverse decision which would materially adversely affect the business, financial position or results of operations of the City, or which in any manner raises any question affecting the validity or enforceability of this Agreement or any of the Ancillary Agreements to which the City is or is to be a party, nor to the knowledge of the City is there any basis therefor.

- (E) Noncontravention. To the knowledge of the City, the execution, delivery and performance by the City of this Agreement and the Ancillary Agreements to which it is or is to be a party do not and will not contravene, or constitute a default under any material provision of applicable law or regulation of the City or of any material agreement, judgment, injunction, order, decree or other instrument binding upon the City or any Affiliate thereof, or result in the creation of any material lien other than liens contemplated by the Ancillary Agreements or other encumbrance on any asset of the City or any Affiliate.
- (F) Governmental Consents. All authorizations, consents and approvals of, and all filings and registrations with, any Governmental Body required in connection with the execution and delivery by the City of, or in connection with the performance by the City of its obligations under this Agreement, the Ancillary Agreements to which the City is or is to be a party and the Bonds have been obtained or made and are in full force and effect.
- (G) Brokers, etc. Other than you, no Person has, or as a result of the transactions contemplated hereby and by the Ancillary Agreements will have, any right, interest or valid claim against or on the City or any purchaser for any commission, fee or other compensation as a broker or finder or in any similar capacity, which fee is the obligation solely of the City and will be paid on or before the Closing Date.

4. **Representations and Warranties of the Issuer.** The Issuer represents and warrants that, on and of the date hereof and on and as of the Closing Date:

(A) Authority. The Issuer is a validly existing public body, corporate and politic, organized and existing under the laws of the State. The Issuer is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and the Ancillary Agreements to which the Issuer is or is to be a party. The execution, delivery and performance of this Agreement, the Ancillary Agreements to which the Issuer is or is to be a party, and the Bonds are within the authority of the Issuer, have been duly authorized by all proceedings of the Issuer, and such execution, delivery and performance do not and will not contravene, or constitute a default under, any provision of applicable law or regulation or of the charter documents or bylaws of the Issuer, or any judgment, order, decree, agreement or instrument binding on it or result in the creation of any lien or other encumbrance on any asset of the Issuer other than the lien on the Trust Estate (as defined in the Series 2023 Indenture) in favor of the Series 2023 Trustee for the benefit of the Bondholders. This Agreement constitutes, and the Ancillary Agreements to which the Issuer is or is to be a party, when duly executed and delivered, will constitute, valid and binding commitments of the Issuer, and the Bonds, when duly executed and delivered by the Issuer in accordance with this Agreement and the Series 2023 Indenture, will constitute limited, valid and binding obligations of the Issuer.

- (B) Use of Proceeds. The Proceeds from the sale of the Bonds hereunder will be used to finance the Project as provided in the Series 2023 Indenture and the Series 2023 City Bond Resolution including the payment of the costs of issuance of the Bonds and the Series 2023 City Bond.
- (C) Litigation. There is no action, suit or proceeding, inquiry or investigation, at law or in equity, by or before any court, arbitrator or Governmental Body pending or, to the knowledge of the Issuer, threatened against the Issuer in any way calling into question the creation, organization or existence of the Issuer, the title of any of its officers to their respective offices, the pledge or lien securing the Bonds, the collection of any amounts pledged to the payment of the Bonds or the validity of, or the power of the Issuer to enter into, the transactions contemplated hereby and by the Ancillary Agreements, or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or could affect the enforceability of the Bonds or any other agreement or instrument to which the Issuer is or is to be a party and that is to be used in connection with, or is contemplated by, this Agreement or the Ancillary Agreements, nor to the knowledge of the Issuer is there any basis therefor.
- (D) Governmental Authorization. All authorization, consents and approvals of, and filings and registration with, any Governmental Body required in connection with the election and delivery by the Issuer of, or in connection with the performance by the Issuer of obligations under, this Agreement, the Ancillary Agreements to which the Issuer is or is to be a party, and the Bonds have been obtained or made and are in full force and effect.

5. **Conditions of Closing.** Your obligation to purchase the Bonds under this Agreement shall be subject to the satisfaction of the following conditions:

- (A) **Opinion of Counsel to the City.** You shall have received a favorable opinion dated the Closing Date from counsel to the City, satisfactory to you and your counsel.
- (B) Opinion of Counsels. You and the City shall have received favorable opinions dated the Closing Date from Butler Snow LLP, Ridgeland, Mississippi, bond counsel, Balch and Bingham, LLP, as Issuer's counsel and City Attorney, as City counsel, satisfactory to you Representations and Warranties. The representations and warranties of each of the City and the Issuer contained herein shall be true and correct on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date.

- (C) **Performance: No Default.** Each of the City and the Issuer shall have performed and complied with all agreements and conditions herein required to be performed or complied with by it prior to or on the Closing Date, and at the time of the Closing no event of default or defaults shall have occurred and be continuing with respect to the Bonds.
- (D) Compliance Certificate. The City and the Issuer shall have delivered to you on the Closing Date a certificate, dated the Closing Date, certifying that the conditions relating to the Issuer and the City specified in subparagraphs (C) and (D) of this paragraph 5 have been fulfilled.
- (E) Ancillary Agreements. All of the Ancillary Agreements shall have been duly executed and delivered by and shall constitute valid and binding agreements of, the parties hereto.

All proceedings to be taken in connection with the transactions contemplated by this Agreement and the Ancillary Agreements, and all documents, opinions and certificates incident to such transactions shall be satisfactory in form and substance to you and to your special counsel.

- (F) The Bonds. The Series 2023 Trustee shall have provided to the person(s) you direct as purchaser the duly authenticated Bonds in compliance with the provisions of Paragraph 2(A) hereof.
- (G) Notice. You shall have received five (5) Business Days' written notice from the City or the Issuer of the proposed Closing Date.

6. Agreements of the City. The City agrees that it will deliver to the Lender, the Series 2023 Trustee and the Issuer:

(i) Copies of annual audited financial statements of the City and such other financial information as is reasonably requested by the Issuer or the Lender; however, failure to provide said financial information shall not constitute a default or an event of default on the Bonds; and

(ii) Promptly upon becoming aware of the existence of any condition or event which constitutes a default or an event of default on the Bonds, a certificate of an officer of the City to such effect setting forth the details thereof and the actions to be taken with respect thereto.

7. **Payment of Certain Expenses.** The City is responsible for all other expenses and fees due in connection with the placement, validation, delivery and issuance of the Series 2023 Bank Bonds which are to be paid from the proceeds of the Series 2023 Bank Bonds, as directed by the Issuer and the City, and pursuant to the Indenture.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

9. <u>Counterparts.</u> This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute but one and the same instrument.

10. <u>Binding Effect.</u> This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns, except that no party hereto may assign any of its rights or obligations hereunder without the consent of the other party.

11. Arm's-Length Transaction. The Issuer and the Cityacknowledge and agree that (i) the purchase and sale of the Series 2023 Bank Bonds pursuant to this Agreement is an arm's length commercial transaction among the Issuer, the City, and the Lender; (ii) in connection with such transaction, the Lender is acting solely as a principal and not as an agent or a fiduciary of the Issuer or the City; (iii) the Lender has not assumed a fiduciary responsibility in favor of the Issuer or the City with respect to the offering of the Series 2023 Bank Bonds or the process leading thereto, nor has it assumed any other obligation to the Issuer except the obligations expressly set forth in this Agreement, (iv) the Lender has financial and other interests that differ from those of the Issuer and the City; and (v) the Issuer has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Series 2023 Bank Bonds.

[Remainder of Page Intentionally Left Blank; Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

(SEAL)

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CITY OF JACKSON, MISSISSIPPI

By: _____ Name: Chokwe Antar Lumumba Title: Mayor

ATTEST:

Name: Angela Harris Title: City Clerk (Signature Page to the Bank Bond Purchase Agreement, among and between, the City of Jackson, Mississippi, the Mississippi Development Bank and Cadence Bank, as Lender, dated

___ 2023.]

The foregoing Bank Bond Purchase Agreement is hereby acknowledged and accepted by the Mississippi Development Bank on this the _____ day of ______ 2023.

(SEAL)

MISSISSIPPI DEVELOPMENT BANK

By:_____

Name: Larry W. Mobley Title: Executive Director

ATTEST:

Name: Debbie McCollum Title: Board Secretary

The foregoing Bank Bond Purchase Agreement is hereby acknowledged and accepted by the Cadence Bank, as Purchase of the Bonds on this the ____ day of November 2023.

> **CADENCE BANK** JACKSON, MISSISSIPPI as Lender

By:_____ Name: Michael Booker Title: President, Jackson Mississippi Market

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EXHIBIT A

LENDER TERM SHEET

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81891793.v1



ORDER ACCEPTING THE BID OF FOUNTAIN CONSTRUCTION CO., INC. FOR CONSTRUCTION OF THE JACKSON PLANETAREUM RENOVATIONS PROJECT

WHEREAS, the Jackson Planetarium Renovations Project, advertised for bids on Jule 10, 2023 and June 22, 2023; and

WHEREAS, two (2) bids were received in response to the City's advertisement for bids and were opened on July 18, 2023 and

WHEREAS, the bid of Fountain Construction Co., Inc. in the amount of \$16,271,786.00 was the lowest bid received and met the specifications, but exceeded the amount allocated for the construction of this project; and

WHEREAS, pursuant to Section 31-7-13 (d) (iv) of the Mississippi Code of 1972, as amended, the architect for this project, CDFL, was able to negotiate a reduction in the bid amount through value engineering of the project to \$15,864,082.00; and

WHEREAS, the architect recommends the value engineering revisions to the specifications to the project as shown in the letter attached to this Order and made a part of the minutes of the meeting; and

WHEREAS, the Human & Cultural Services and Department of Public Works recommends that the governing authorities accept the bid of Fountain Construction Co., Inc. at the negotiated amount of \$15,864,082.00, which was achieved through value engineering of the project specifications, as the lowest and best bid and authorize the Mayor to execute a contract with said bidder.

IT IS, THEREFORE, ORDERED that the bid of Fountain Construction Co., Inc. for the construction of the Jackson Planetarium Renovations in the total amount of \$15,864,082.00 is accepted as the lowest and best bid in accordance with the City's Advertisement for Bidders, said bid, and the specifications on file with the City Clerk.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a contract with Fountain Construction Co., Inc. for said City project in a total amount of \$15,864,082.00, consistent with the specifications for the construction of the Jackson Planetarium Renovation, including those changes negotiated and recommended by CDFL through value engineering of the project.

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Agenda Item # 3 September 26, 2023 R.LEE, LUMUMBA FOUNTAIN CONSTRUCTION COMPANY, INC. ELECTRICAL - MECHANICAL SHEETMETAL - EQUIP. SETTING GENERAL CONSTRUCTION

Office of Engineering 5655 Highway 18 South P.O. Box 10506 Jackson, MS 39289-0506

Operations & Warehouse 5655 Highway 18 South Jackson, MS 39209

Ph. (601) 373-4162 FAX (601) 373-4300

August 22, 2023

Attn: Mr. Chris Myers CDFL 3221 Old Canton Rd Suite 200 Jackson MS 39216

Re: Jackson Planetarium project contract amount/bid reduction

Mr. Myers:

This letter is to confirm that the attached Value Engineering Options list modifying our July 18, 2023 bid amount as described therein is acceptable to Fountain Construction Company, Inc. The total adjusted contract amount will be \$15,864,082.00.

We understand that this amount will be further modified by waiver of permit fee requirements by the City of Jackson but that there will be inspection fees. We agree to further adjustment of our bid amount by permit fee waiver/inspection fees once the inspection fee amount is available from the City of Jackson.

Sincerely,

Brad Fountain

Brad Fountain President Fountain Construction Company

August 18, 2023	
Jackson Planetarium - Value Engineeri	ing Options
Fountain Construction	

C

tem	Description		Savings
1	Fiber Cement Panels		
	Delete embossed pattern	\$ \$	(9,110.00
	Change panel thickness to 8 mm from 12 mm	\$	(55,050.00
2	Delete Window Film matching panel pattern at SF-C	\$	(6,200.00
3	EIFS Soffit 1st Floor RCP over Lamar (delete Swisspearl system)	\$	(187,688.00
4	Delete weather barrier at 2nd floor soffits	\$	(24,000.00
5	Delete insulated Metal Wall Panels substrate, use 2" rigid on 2 clips	\$	(111,460.00
	Delete insulated metal panel behind single skin panels - redundant $\ _{a}$		
6	Change perforated metal panel design		10.040.00
	1" perforated, with border/.120 thickness in lieu of 3/16" thick metal	\$	(9,048.0)
	Elevator Options	_	
7	Change polished stainless handrails to brushed stainless	\$ \$	(972.0
8	Change polished stainless ceiling to brushed stainless	\$	{4,176.0
	TOTAL COST SAVINGS	\$	(407,704.0
	Base Bid	\$	16,045,000.00
	Base Bid less Cost Savings	\$	15,637,296.0
	Alternate 1 - Boiler Replacement	\$	226,786.0
	TOTAL PROJECT COST (ADJUSTED)	\$	15,864,082.00



City of Jackson Department of Public Works

Council Agenda Item Memorandum

То:	Chokwe A. Lumumba
From:	Robert Lee, P.E., Interim Director, Department of Public Works
Date:	September 21, 2023

Agenda Item:	Contract Construction Jackson Planetarium Renovations
City Project #:	
Council Meeting:	Regular Council Meeting, September 26, 2023
Contractor:	Fountain Construction Co., Inc.
EBO Compliance Details:	

Design/Construction Administration

- ABE: 0% Waiver
- AABE: 0% Waiver
- HBE: 0% Waiver
- NABE: 0% Waiver
- FBE: 0% Waiver

Purpose:	Construction of Jackson Planetarium Renovations
Cost:	\$16,271,786.00
Project/Contract Type:	Construction
Funding Source:	Bonds and New Market Tax Credits
Schedule/Time:	550 Days
DPW Manager:	Robert Lee, PE / Lloyd Keller, Jr. AIA

Background:

Attached, you will find an item for the City Council Agenda for contracting construction of the Jackson Planetarium Renovations.

Construct Documents were prepared by CDFL Architects + Engineers PA.

The City of Jackson twice solicited bids for construction of Jackson Planetarium Renovations for bids received July 18, 2023.



City of Jackson Department of Public Works

It is the recommendation of this office to accept the low bid of Fountain Construction Co., Inc. and execute a contract for construction.

Total not to exceed \$15,864,082.00

Talking Points:

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The project was initiated in 2021 when the water damaged interiors were demolished due roof leaks from the 2013 hail storm. Also, the present building and the existing areas were found to be deficient in many aspects.

The goal is to create a space that will rival offerings across the nation. The Department of Human & Cultural Services approached Falcon Treehouse, LLC, to bring the vision to life.

The Architectural consultant, CDFL, provided a design that reimaged the planetarium and envisioned a strong new atrium and entrance serving both the Arts Center and Planetarium. The facility will be worth traveling from far and wide to see, and a venue that will elevate our citizens of Jackson and Mississippi's exposure to STEM principals and career paths.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

9/20/23 DATE

POINTS		COMMENTS	
l.	Brief Description/Purpose	ORDER ACCEPTING THE BID OF FOUNTAIN CONSTRUCTION CO., INC. FOR CONSTRUCTION PROJECT JACKSON PLANETARIUM RENOVATIONS. (WARD 7)	
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	 Youth & Education Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life 	
3.	Who will be affected	All users of the Jackson Planetarium Building, community served and out of town visitors.	
1.	Benefits	Renovation of an outdated and unfit existing facility	
5.	Schedule (beginning date)	Upon approval by the City, execution of agreement and Notice to Proceed	
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	7 Yes	
7.	Action implemented by: City Department Consultant	Human & Cultural Services and managed by Department of Public Works, Engineering Division	
8.	COST	A total requested bid amount not to exceed authorization of \$15,864,082.00	
9.	Source of Funding General Fund Grant Bond Other	Bonds and New Market Tax Credits	
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



OFFICE OF THE CITY ATTORNEY

This ORDER ACCEPTING THE BID OF FOUNTAIN CONSTRUCTION CO., INC. FOR CONSTRUCTION OF THE JACKSON PLANETARIUM RENOVATIONS PROJECT is legally sufficient for placement in NOVUS Agenda.

CATORIA P. MARTIN, CITY ATTORNEY Terry Williamson, Legal Counsel

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CERTIFIED BID TABULATION FORM

Project # 20.152	Bid Date: July 18, 2023	Time: 3:30 PM
Project Title: Jackson Planetarium Renovation		
Owner: City of Jackson		
Professional: Cooke Douglass Farr Lemons Arc	hitects + Engineers PA	
Contractors	Base Bid	Alternates
Fountain Construction Co., Inc.	\$_16,045,000.00 CR Expires: 10/08/2023	1. \$226,786.00 (+)
Certificate of Responsibility: 01484-MC	Days:_550	
5% Bid Security: <u>Travelers Casualty and Surety</u> Company of America	EBO Waiver Requested	
Addenda Received: (#1 X) (#2 X)		
Thrash Commercial Contractors, Inc.	\$_18,657,000.00 CR Expires: 04/12/2024	1. \$233,000.00 (+)
Certificate of Responsibility: 10117-MC	Days: 550	
5% Bid Security: Arch Insurance Company	EBO Waiver Requested	
Addenda Received: (#1 X) (#2 X)		

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I certify that this is a correct tabulation of all bids received for this Project on the date stated above. (Having checked the Contractor's name and certificate number with the Contractor's Board at <u>www.msboc.us</u>).

(Authorized Signature)

July 18, 2023

(Date)



ORDER ACCEPTING THE BID OF DICKERSON & BOWEN, INC. FOR CONSTRUCTION OF STREET RESURFACING PROJECT PHASE AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WOR SAID COMPANY

WHEREAS, the City of Jackson solicited sealed, competitive bids for the construction of the Street Resurfacing Project Phase 1A; and

WHEREAS, three bids were submitted to the City Clerk on September 12, 2023; and

WHEREAS, the bid of Dickerson and Bowen, Inc., in the amount of \$5,090,582.66 was the lowest bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Dickerson and Bowen, Inc., in the amount of \$5,090,582.66, for the Street Resurfacing Project Phase 1A to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Dickerson and Bowen, Inc. for the construction of the Street Resurfacing Project Phase 1A in the amount of \$5,090,582.66, is accepted as the lowest and best bid.

IT IS FURTHER ORDERED that the Mayor is authorized to execute and the Municipal Clerk is authorized to attest a contract with Dickerson and Bowen, Inc. on the usual contract form used by the City with the usual General Conditions and Supplemental Conditions for the construction of the Street Resurfacing Project Phase 1A.

Item 32

Agenda September 26, 2023

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

DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	Order authorizing the Mayor to execute a construction contract with Dickersaon and Bowen for the Street Resurfacing Project Phase 1A	
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 Enhancement6 Infrastructure and Transportation7 Quality of Life	
3.	Who will be affected	Motorists on selected streets	
4.	Benefits	Street resurfacing	
5.	Schedule (beginning date)	Upon concurrence of MDOT	
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	Streets on the Attachment	
7.	Action implemented by: City Department Consultant	City of Jackson, Department of Public Works, Engineering Division	
8.	COST	\$5,090,582.66	
9.	Source of Funding General Fund Grant Bond Other	173 45190 6824	
10.	EBO participation	ABE% WAIVER yes no N/A	
		AABE%WAIVERyes noN/A	
		WBE% WAIVER yes no N/A	
		HBE% WAIVER yes no N/A	
		NABE% WAIVER yes no N/A	

Revised 2-04



MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E. Interim Director & City Engineer

Date: September 15, 2023

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with Dickerson & Bowen for the Street Resurfacing Project Phase 1A funded by the 1% Sales Tax. The full list of streets is on the next page.

The City advertised for bids and received three bids with the lowest bid received was from Dickerson & Bowen in the amount of \$5,090,582.66. It is the recommendation of Public Works that the bid be accepted. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

NCE O 455 East Capife Post Office Box Jackson, Mississippi 390) Telephone: (601) 960-179 Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER ACCEPTING THE BID OF DICKERSON & BOWEN, INC. FOR CONSTRUCTION OF STREET RESURFACING PROJECT PHASE 1A AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY is legally sufficient for placement in NOVUS Agenda.

CATORIA P. MARTIN, CITY ATTORNEY Terry Williamson, Legal Counsel



LENGTH STREET **BEGIN AND END** ROAD NUMBER (L.F.) RIDGEWAY STREET TO WALTER DUTCH WELCH DRIVE 2,356 MAIN STREET 1 RIDGEWAY STREET TO WALTER OUTCH WELCH DRIVE 2,350 PARKWAY STREET 2 PARKWAY STREET TO MAIN STREET 599 AVENUE G 3 PARKWAY STREET TO DEAD END 1,407 AVENUE H / JAMES O GLASS DRIVE 4 MEDGAR EVERS BLVD TO BAINBRIDGE DRIVE 1,859 HOLMES AVENUE 5 640 BAINBRIDGE DRIVE TO ALBERMARLE ROAD ASHDOWN STREET б BAINBRIDGE DRIVE TO ALBERMARLE ROAD 548 AURORA STREET 7 1,188 BAINBRIDGE DRIVE HOLMES AVEUNE TO DEAD END 8 LARKSPUR STREET TO OAKLAND AVENUE 1,550 ALBERMARLE ROAD 9 3,097 EMINENCE ROW BAILEY AVENUE TO DEAD END 10 2,466 EMINENCE ROW TO DEAD END LAWSON STREET 11 COTTAGE STREET EMINENCE ROW TO COLUER AVENUE 625 12 RIDGEWAY STREET TO MAYES STREET 1,319 MARION DUNBAR STREET 13 LIVINGSTON ROAD TO DEAD END 3,214 RIDGEWAY STREET 14 1,789 RIDGEWAY STREET TO MAYES STREET JAMES HILL STREET 15 RANDALL STREET TO LAVERNET ROAD 3,595 MOBILE AVENUE 16 STATE STREET TO DEAD END 2,280 TAYLOR STREET IOXECREAVE TO DOWNINGST OWITTED 37 WEST STREET TO STATE STREET 1,475 LORENZ BOULEVARD 18 2,548 STATE STREET TO STATE STREET COUNCIL CIRCLE 19 1.725 COUNCIL CIRCLE TO COUNCIL CIRCLE REDWINGAVENUE 20 COUNCEL CIRCLE TO DEAD END 1,295 EAGLE AVENUE 21 OLD CANTON ROAD TO WOODLAND CIRCLE 2,679 GLENWAY DRIVE 22 WOODLAND CIRCLE TO WOOD DALE DRIVE 1,614 RIDGE DRIVE 23 GLENWAY DRIVE TO GLENWAY DRIVE 1,440 WOODLAND CIRCLE 24 GLENWAY DRIVE TO WOODLAND CIRCLE 1,107 WOODLAND DRIVE 25 POPLAR BOULEVARD TO WOODROW WILSON AVENUE 4,030 PEACHTREE STREET 26 MYRTLE STREET LAUREL STREET TO RIVERSIDE DRIVE 1,627 27 STATE STREET TO MONROL STREET 2,340 BELLEVUE PLACE 28 MOODY STREET MADISON STREET TO GREYMONT STREET 1,596 29 WHITWORTH STREET BELLEVUE PLACE TO MANSHIP STREET 1,980 30 **QUINN STREET** MOODY STREET TO POPLAR BOULEVARD 2.050 31 **PROJECT TOTALS** 57,388

List of streets to be resurfaced as part of this contract:

200 South President Street / P.O. Box 17 / Jackson, Mississippi 39205-0017 / www.jacksonms.gov

;



ORDER AUTHORIZING THE MAYOR TO EXECUTE LETTER AGREEMENT #1 TO THE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH EJES, INC. FOR THE MEADOWBROOK ROAD PROJECT, FEDERAL AID PROJECT NUMBER STP-7263-00(001) LPA/108076-701000

WHEREAS, on the City of Jackson entered into a contract with EJES, Inc. to provide construction engineering and inspection services for the Meadowbrook Road Project; and

WHEREAS, EJES desires to change the project engineer to complete the construction phase and project closeout phase of their work; and

WHEREAS, the proposed letter agreement would approve of the change without adding additional time or cost to the contract with EJES.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute letter agreement #1 to the construction engineering and inspection services contract with EJES, Inc. for the Meadowbrook Road Project, Federal Aid Project Number STP-7263-00(001) LPA/108076-701000.

Item #		33	

Agenda Date: September 26, 2023

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET September 15, 2023.

		DATE COMMENTS		
	POINTS			
1.	Brief Description/Purpose	Order authorizing the Mayor to execute letter agreement #1 to the CE&I agreement with EJES for the Meadowbrook Rd 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	4. Neighborhood Enhancement6 Infrastructure and Transportation7 Quality of Life		
3.	Who will be affected	Motorists, residents and businesses along the street		
4.	Benefits	Change the project engineer assigned to the project		
5.	Schedule (beginning date)	Upon concurrence of MDOT		
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	Meadowbrook Rd (West St to I-55) (Ward 3, 7)		
7.	Action implemented by: City Department Consultant	City of Jackson, Department of Public Works, Engineering Division		
8.	COST	No additional cost to the City		
9.	Source of Funding • General Fund • Grant • Bond • Other	N/A		
10.	EBO participation	ABE% WAIVER yes no N/A		
		AABE% WAIVER yes no N/A		
		WBE% WAIVER yes no N/A		
		HBE % WAIVER yes no N/A NABE % WAIVER yes no N/A		



MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E. Interim Director & City Engineer

Date: September 15, 2023

Subject: Agenda Item for City Council Meeting

Attached you will find an agenda item to authorize the Mayor to execute letter agreement #1 to the construction engineering and inspection services contract with EJES, Inc. for the Meadowbrook Rd Project. The proposal would change the engineer assigned to the project from Greg Korb, P.E., who has left the company, to Tanita Gilber, P.E. The proposal would not cost in additional funds or require any additional contract time.

It is the recommendation of this office that this item be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

455 East Capitol Stree 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 LETTER AGREEMENT #1 TO THE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH EJES, INC. FOR THE MEADOWBROOK ROAD PROJECT, FEDERAL AID PROJECT NUMBER STP-7263-00(001) LPA/108076-701000 is legally sufficient for placement in NOVUS Agenda.

CATORIA P. MARTIN, CITY ATTORNEY Terry Williamson, Legal Counsel



ORDER AUTHORIZING THE MAYOR TO EXECUTE LETTER AGREEMENT #1 TO THE CONSTRUCTION ENGINEERING ONE INSPECTION SERVICES CONTRACT WITH EJES, INC. FOR THE STATE STREET REHABILITATION PROJECT (SHEPPARD ROAD TO BRIARWOOD DRIVE), FEDERAL AID PROJECT NUMBER STP-6928-00(015) LPA/108077-701000

WHEREAS, on the City of Jackson entered into a contract with EJES, Inc. to provide construction engineering and inspection services for the State Street Rehabilitation Project; and

WHEREAS, EJES desires to change the project engineer to complete the project closeout phase of their work; and

WHEREAS, the proposed letter agreement would approve of the change without adding additional time or cost to the contract with EJES.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute letter agreement #1 to the construction engineering and inspection services contract with EJES, Inc. for the State Street Rehabilitation Project, Federal Aid Project Number STP-6928-00(015) LPA/108077-701000.

Item #	37		
Agenda Date:	September 26, 2023		

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CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET September 15, 2023.

	POINTS	COMMENTS
1.	Brief Description/Purpose	Order authorizing the Mayor to execute letter agreement #1 to the CE&I agreement with EJES for the State Street Rehab 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	 4. Neighborhood Enhancement 6 Infrastructure and Transportation 7 Quality of Life
3.	Who will be affected	Motorists, residents and businesses along the street
4.	Benefits	Change the project engineer assigned to the project
5.	Schedule (beginning date)	Upon concurrence of MDOT
6.	Location: • WARD • CITYWIDE (yes or no) (area)	State Street (Sheppard Rd to Briarwood Dr (Ward 2, 3)
	Project limits if applicable	
7.	Action implemented by: City Department	City of Jackson, Department of Public Works, Engineering Division
	Consultant	
8.	COST	No additional cost to the City
9.	Source of Funding • General Fund • Grant • Bond • Other	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

14

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E. Interim Director & City Engineer

Date: September 15, 2023

Subject: Agenda Item for City Council Meeting

Attached you will find an agenda item to authorize the Mayor to execute letter agreement #1 to the construction engineering and inspection services contract with EJES, Inc. for the State Street Rehabilitation Project. The proposal would change the engineer assigned to the project from Greg Korb, P.E., who has left the company, to Tanita Gilber, P.E. The proposal would not cost in additional funds or require any additional contract time.

It is the recommendation of this office that this item be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

FICE OF 455 East Capitol Street /~ Post Office Box 27 Jackson, Mississip Telephone: (601) 96 Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE LETTER AGREEMENT #1 TO THE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH EJES, INC. FOR THE STATE STREET REHABILITATION PROJECT (SHEPPARD ROAD TO BRIARWOOD DRIVE), FEDERAL AID PROJECT NUMBER STP-6928-00(015) LPA/108077-701000 is legally sufficient for placement in NOVUS Agenda.

TORIA P. MARTIN, CITY ATTORNEY

Terry Williamson, Legal Counsel



ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 TO THE CONSTRUCTION ENGINEERING INSPECTION SERVICES CONTRACT WITH MYRIAD ENGINEERING SOLUTIONS, LLC FOR THE FAST ACT SIDEWALK PROJECT FEDERAL AID PROJECT NUMBER STP-0250-00(054) LPA/108164-701000

WHEREAS, the City of Jackson entered into a construction engineering and inspection services contract with Myriad Engineering Solutions, LLC for work on the FAST Act Sidewalk Project in an amount not to exceed \$119,668.98; and

WHEREAS, the construction contractor has exceeded the contract time specified in the contract and has had liquidated damages withheld from their invoices; and

WHEREAS, Myriad Engineering Solutions, LLC has provided a cost estimate of \$112,887.12 to provide additional construction engineering and inspection services due to the construction contractor exceeding the contract time; and

WHEREAS, the total contract amount with the additional construction engineering and inspection services would be \$232,556.10; and

WHEREAS, the Engineering Division of the Department of Public Works recommends that the governing authorities authorize Supplement Agreement #1 to the construction engineering and inspection services contract with Myriad Engineering Solutions, LLC in an amount of \$112,887.12.

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IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Supplemental Agreement #1 to the construction engineering and inspection services contract with Myriad Engineering Solutions, LLC for the FAST Act Sidewalk Project, for an amount not to exceed \$112,887.12.

IT IS FURTHER ORDERED that the total amount of the contract shall not exceed \$232,556.10 without further authorization of the City Council.

Item#:

Agenda: September 26, 2023

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 2023

September 15,

		DATE	
	POINTS	COMMENTS	
1.	Brief Description	Order authorizing the Mayor to execute a construction engineering and inspection services contract with Myriad for the FAST Act Sidewalk 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	4, 6, 7	
3.	Who will be affected	Pedestrians along multiple streets in Jackson	
4.	Benefits	Additional CE&I services for a federal aid sidewalk project	
5.	Schedule (beginning date)	After City Council approval.	
б.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	 County Line Rd (Ridgewood Rd to Ollie's) (Ward 1) Gallatin St at South St (Ward 7) Lamar St (Fortification St to Fairbanks St) (Ward 7) Marshall St/Webster St (Loop off of State St) (Ward 7) Old Canton Rd (Ridgewood Rd to Canton Heights Dr) (Ward 1) President St (Tombigbee St to Mississippi St) (Ward 7) 	
7.	Action implemented by: City Department Consultant	Public Works Department, Engineering Division	
8.	COST	Original Contract: \$119,668.98 Proposed SA#1: \$112,887.12 New Contract Total: \$232,556.10	
9.	Source of Funding General Fund Grant Bond	420 45190 6823 (80% Federal funds up to the balance of the MPO grant. Amount of federal funds available will depend on the final amount of the liquidated damages held at the end of the construction contract)	
10.	Other EBO participation	372-45190 6823 (20% City match plus anything beyond available Federal funds.) 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

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То:	Mayor Chokwe Antar Lumumba
From:	Robert Lee, P.E., Interim Director & City Engineer
Date:	September 15, 2023
Subject:	Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute supplemental agreement #1 to the construction engineering and inspection services contract with Myriad Engineering Solutions, LLC for the FAST Act Sidewalk Project.

The construction contractor on this project, PaveCon, has exceeded the contract time causing the CE&I consultant, Myriad, to incur additional cost to perform their contracted services on this project. As specified in the MDOT Standard Specifications which governs federal aid projects, the City is withholding liquidated damages from each invoice submitted for payment. The funds withheld, both federal and local, can be used to pay for the proposed Myriad supplemental agreement. Funds to match the remaining federal funds plus additional funds exceeding the available federal funds would come from Modernization Tax funds.

If you have any questions or comments, please do not hesitate to call me at (601) 960-1651 or 2091.

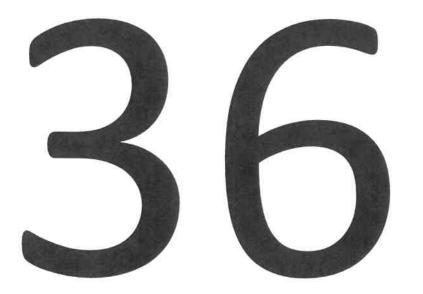
Office of the City Attorney

OFFICE OF UT ATTONVEY 455 East Capi Post Office Box 2 Jackson, Mississippi Telephone: (601) 960-175 Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 TO THE CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT WITH MYRIAD ENGINEERING SOLUTIONS, LLC FOR THE FAST ACT SIDEWALK PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(054) LPA/108164-701000 is legally sufficient for placement in NOVUS Agenda.

CATORIA P. MARTIN, CITY ATTORNEY Terry Williamson, Legal Counset



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ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH STANTEC CONSULTING SERVICES, INC., FOR THE LITTLE J RAIL TRAN PROJECT, FEDERAL AID PROJECT DHP-8276-00(003)LPA/104587

WHEREAS, the City of Jackson has federal earmark funds for the Lynch Street corridor and desires to improve a parallel, abandoned rail line into a shared use path from West Highland Drive to Valley Street for the use of the residents of West Jackson and as part of an overall plan to construct a shared use path along the old rail line from Buddy Butts Park to Jackson State University with further connections to Downtown Jackson; and

WHEREAS, the City of Jackson selected Stantec Consulting Services, Inc. to perform necessary preliminary engineering services for the project; and

WHEREAS, Stantec Consulting Services, Inc. has provided a cost estimate of \$248,445.00 to provide preliminary engineering services for the project, which is 80% reimburseable; and

WHEREAS, the scope of work will be to provide preliminary engineering services for a shared use path from West Highland Drive to Valley Street using, to the extent possible, an abandoned rail line; and

WHEREAS, the terms and conditions of the contract will be the standard Mississippi Department of Transportation "MDOT") Local Public Agency engineering contract form.

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IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a preliminary engineering services contract with Stantec Consulting Services, Inc., on the standard MDOT LPA engineering contract form, for the Little J Rail Trail Project, Federal Aid Project DHP-8276-00(003)LPA/104587 in an amount not to exceed \$248,445.00.

36 Item#:

Agenda September 26, 2023

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

	POINTS	COMMENTS	
1.	Brief Description	Order authorizing the Mayor to execute a preliminary engineering services contract with Stantec Consulting Services for the Little J Rail Trail 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	4, 6, 7	
3.	Who will be affected	Future pedestrians and bicyclists in West Jackson	
4.	Benefits	Provide engineering services for a federal aid rail trail project	
5.	Schedule (beginning date)	After City Council approval.	
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Little J Rail Trail from JSU to West Highland Dr (Ward 5)	
7.	Action implemented by: • City Department • Consultant	Public Works Department, Engineering Division	
8.	COST	Not to exceed \$248,445.00	
9.	Source of Funding • General Fund • Grant • Bond • Other	Federal Transportation Earmark (80% Federal Funds) 420 45190 6824 Modernization Tax (Fund 372) (20% Match) 372 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	



MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E. Interim Director & City Engineer

Date: September 15, 2023

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a preliminary engineering services contract with Stantec Consulting Services, Inc. for the Little J Rail Trail Project.

The City of Jackson has a federal transportation earmark of \$1,721,790.68 for general improvements along the Lynch Street corridor. The City owns a section of the old Little J rail line that formerly ran from Jackson to Natchez before being abandoned in the 1970s and 1980s. Similar to the Museum Trail in Belhaven, the City desires to construct a rail trail in West Jackson from JSU to the existing trail section that starts at West Highland Dr. The City's long term goal is to extend the trail westward to Buddy Butts Park to provide a recreational facility similar to the Museum Trail in Belhaven that will eventually connect West Jackson, Downtown, and the Museum Trail.

The City selected Stantec Consulting Services for the necessary preliminary engineering work. The amount of the preliminary engineering services contract will not exceed \$248,445.00. 80% of the preliminary engineering costs will be federally funded.

If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

455 East Capitol Post Office Box 27 Jackson, Mississipp Telephone: (601) 96 Facsimile: (601) 960-1766

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH STANTEC CONSULTING SERVICES, INC., FOR THE LITTLE J RAIL TRAIL PROJECT, FEDERAL AID PROJECT DHP-8276-00(003)LPA/104587 is legally sufficient for placement in NOVUS Agenda.

CATORIA P. MARTIN, CITY ATTORNEY Terry Williamson, Legal Counsel



ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH NEEL-SCHAFFER, INC. FOR THE STREET RESURFACING PROJECT PHASE 1A

WHEREAS, the City of Jackson selected Neel-Schaffer, Inc., to perform necessary construction engineering and inspection services for the Street Resurfacing Project Phase 1A; and

WHEREAS, Neel-Schaffer, Inc., has provided a cost estimate of \$424,000.00 to provide construction engineering and inspection services for the project; and

WHEREAS, Neel-Schaffer, Inc. will provide construction engineering and inspection services as follows:

1 CONSTRUCTION PHASE

General Administration of Construction Contract.

- 1.1 The ENGINEER shall consult with and advise OWNER and act as OWNER'S representative; shall issue all instructions of OWNER to Contractor; and shall act as initial interpreter of the Contract Documents and judge of the acceptability of the work thereunder.
- 1.2 Visits to Site and Observation of Construction.
- The ENGINEER shall make visits to the site at intervals appropriate to the various 1.2.1 stages of construction as he deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, the ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and shall keep OWNER informed of the progress of the work. The purpose of the ENGINEER'S visits to the site will be to enable him to carry out the duties and responsibilities assigned to and undertaken by him during the Construction Phase, and, in addition, through his experience as a qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, the ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work; nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and Accordingly, the ENGINEER can neither guarantee the performing the work. performance of the construction contract by Contractor nor assume responsibility for

3 Item:

Agenda: September 26, 2023

Contractor's failure to furnish and perform his work in accordance with the Contract Documents.

- 1.2.2 Defective Work. During such site v1s1ts and on the basis of such observations, the ENGINEER may recommend to the OWNER disapproval or rejection of Contractor's work if the ENGINEER believes that such work will not produce a completed Project which conforms generally with the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 1.2.3 Clarifications and Interpretations; Change Orders. The ENGINEER shall issue neces- sary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. In connection therewith, if appropriate, the ENGINEER shall recommend Change Orders to OWNER and shall prepare Change Orders as required.
- 1.2.4 Shop Drawings. The ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- 1.2.5 Substitutes. The ENGINEER shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- 1.2.6 Inspections and Tests. The ENGINEER shall have authority, as OWNER'S representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 1.2.7 Applications for Payment. Based on the ENGINEER'S on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules:
- 1.2.7.1 The ENGINEER shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER'S knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents. In the case of unit price work, the ENGINEER's recommendations of payment will include final determinations of quantities and classification of such work (subject to any subsequent adjustments allowed by the Contract Documents).

1.2.7.2 By recommending any payment, the ENGINEER shall not thereby be deemed to have represented that on-site observations made by the ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed

inspections of the work beyond the responsibilities specifically assigned to the **ENGINEER** in this Agreement and the Contract Documents. The **ENGINEER'S** review of Contractor's work for the purposes of recommending payments will not impose on the **ENGINEER** responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on the **ENGINEER** to make any examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to **OWNER** free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between **OWNER** and Contractor that might affect the amount that should be paid.

- 1.2.8 Contractor's Completion Documents. The ENGINEER shall receive, review and transmit to OWNER with written comments maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of the Contract Documents); and shall transmit them to OWNER with written comments.
- 1.2.9 Substantial Completion. Following notice from Contractor that Contractor considers the entire work ready for its intended use, the ENGINEER and OWNER, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If, after considering any objections of OWNER, the ENGINEER considers the work substantially complete, the ENGINEER shall deliver a certificate of substantial completion to OWNER and Contractor.
- 1.2.10 Final Notice of Acceptability of the Work. The ENGINEER shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that the ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the ENGINEER shall also provide a notice that the work is acceptable to the best of the ENGINEER's knowledge, information and belief and based on the extent of the services performed and furnished by the ENGINEER under this Agreement.
- 1.2.11 Limitation of Responsibilities. The ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization at the site or otherwise furnishing or performing any of the work. The ENGINEER shall not be responsible for Contractor's failure to perfo1m or furnish the work in accordance with the Contract Documents.
- 1.2.12 Progress Meetings and Reports. During construction, the ENGINEER will schedule and conduct progress meetings, as needed, with the OWNER, Contractor and appropriate subcontractors, if any, to discuss progress, scheduling problems, conflicts and observations of all parties involved. The ENGINEER shall also prepare minutes of the meeting.
- 1.2.13 Duration of Construction Phase. The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by the ENGINEER of final payment and submission of record documents to OWNER.

1.2.14 Project Closeout. Project closeout shall consist of consist of submission of copies of daily field notes, review of final closeout pay request, test repolts, release of maintenance and bonds. The ENGINEER will NOT provide as-built drawings.

2 **RESIDENT PROJECT REPRESENTATIVE**

- 2.1 The ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist the ENGINEER in observing progress and quality of the work of the Contractor.
- 2.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, the ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of the Contractor; but, the furnishing of such services will not make the ENGINEER responsible for or give him control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the Contract Documents.
- 2.3 The duties and responsibilities of the RPR are limited to those of the ENGINEER in his agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:
- 2.3.1 General Duties: RPR is the ENGINEER'S agent at the site and will act as directed by and under the supervision of the ENGINEER and will confer with the ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with the ENGINEER and Contractor keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of the ENGINEER.
- 2.3.2 Specific Duties and Responsibilities of RPR
- 2.3.2.1 Schedules. Review the progress schedule and schedule of Shop Drawing submittals prepared by Contractor and consult with the ENGINEER concerning acceptability.
- 2.3.2.2 Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings.
- 2.3.2.3 Liaison: Serve as the ENGINEER'S liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER'S liaison with Contractor when Contractor's operations affect OWNER'S on-site operations.
- 2.3.2.4 Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the work.
- 2.3.2.5 Shop Drawings and Samples: Record date of receipt of Shop Drawings and samples.
- 2.3.2.5.1 Receive samples which are furnished at the site by Contractor, and notify the **ENGINEER** of availability of samples for examination.

- 2.3.2.5.2 Advise the **ENGINEER** and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by the **ENGINEER**.
- 2.3.2.6 Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site observations of the work in progress to assist the ENGINEER in determining if the work is in general proceeding in accordance with the Contract Documents.
- 2.3.2.6.1 Report to the ENGINEER whenever RPR believes that any work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 2.3.2.6.2 Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to the ENGINEER appropriate details relative to the test procedures and startups.
- 2.3.2.6.3 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report these results to the **ENGINEER**.
- 2.3.2.7 Interpretation of Contract Documents. Report to the ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the ENGINEER.
- 2.3.2.8 Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to the ENGINEER. Transmit to Contractor in writing decisions as issued by the ENGINEER.
- 2.3.2.9 Records: Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all addenda, Change Orders, additional Drawings issued subsequent to the execution of the contract, the ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.
- 2.3.2.9.1 Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the job site, weather conditions, data relative to questions of Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the ENGINEER.
- 2.3.2.9.2 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- 2.3.2.9.3 Reports: Furnish the ENGINEER periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.

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- 2.3.2.10 Consult with the ENGINEER in advance of scheduled major tests, inspections or start of important phases of the work.
- 2.3.2.11 Draft and recommend to the ENGINEER proposed Change Orders, obtaining backup material from Contractor.
- 2.3.2.12 Report immediately to the ENGINEER and OWNER the occurrence of any accident.
- 2.3.2.13 Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for submission and forward with recommendations to the **ENGINEER**, noting particularly the relationship of the payment requested to the work completed and materials and equipment delivered at the site but not incorporated in the work.
- 2.3.2.14 Certificates, Maintenance and Operation Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the ENGINEER for review and forwarding to OWNER prior to final payment for the work.
- 2.3.2.15 Completion: Before the ENGINEER certifies substantial completion, submit to Contractor a list of observed items requiring completion or correction.
- 2.3.2.16 Observe whether Contractor has performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
- 2.3.2.17 Conduct a final inspection in the company of the ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.
- 2.3.2.18 Observe whether all items on final list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance.
- 2.4 Limitations of Authority of the Resident Project Representative: Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by the ENGINEER.
- 2.4.1 Shall not exceed limitations of the ENGINEER'S authority as set forth in the Contract Documents and this Agreement.
- 2.4.2 Shall not undertake any of the responsibilities of Contractor, subcontractors, suppliers or Contractor's superintendent.
- 2.4.3 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- 2.4.4 Shall not advise on, issue directions regarding to, or assume control over safety precautions and programs in connection with the work.
- 2.4.5 Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
- 2.4.6 Shall not authorize **OWNER** to occupy the Project in whole or in part.

2.4.7 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the ENGINEER.

3 SAMPLING AND TESTING

3.1 The ENGINEER shall furnish Sampling and Testing services. These services will be accomplished through the use of a Subconsultant. The testing of the work will be reviewed by the ENGINEER only to determine generally that the work complies with the requirements of the Contract Documents; and

WHEREAS, the term of the contract shall coincide with the Construction Contractor's time for performance as specified in the construction contract documents plus an additional 30 day to prepare and process completion documents and record drawings; and

WHEREAS, the Agreement provides for additional services upon approval of the governing authorities in accordance with the hourly rate schedule to be attached to the Agreement as Exhibit G; and

WHEREAS, the terms and conditions have been reviewed and revised to conform to the requirements of Mississippi law.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a construction engineering and inspection services contract with Neel-Schaffer, Inc., for the Street Resurfacing Project Phase 1A, for an amount not to exceed \$424,000.00 consist with the scope of work set forth herein and terms and conditions consistent with Mississippi law.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 15, 2023

	POINTS	COMMENTS		
1.	Brief Description	Order authorizing the Mayor to execute a CE&I contract with Neel- Schaffer for the Street Resurfacing Project Phase 1A		
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, 6, 7		
3.	Who will be affected	Residents and pedestrians along the streets below.		
4.	Benefits	Provide construction engineering and inspection services for a sales tax funded repaving project		
5.	Schedule (beginning date)	After City Council approval.		
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	Streets on the attached list.		
7.	Action implemented by: • City Department • Consultant	Public Works Department, Engineering Division		
8.	COST	Not to exceed \$424,000.00		
9.	Source of Funding General Fund Grant Bond Other	173 45190 6823		
10.	EBO participation	ABE % WAIVER yes no N/A AABE % WAIVER yes no N/A WBE % WAIVER yes no N/A HBE % WAIVER yes no N/A NABE % WAIVER yes no N/A		



DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

MEMORANDUM

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To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E. Interim Director & City Engineer

Date: September 15, 2023

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a CE&I contract with Neel-Schaffer for the Street Resurfacing Project Phase 1A funded by the 1% Sales Tax. The full list of streets is on the next page.

The City advertised for bids and received three bids with the lowest bid received was from Dickerson & Bowen in the amount of \$5,090,582.66. Neel-Schaffer, Inc., provided a proposed CE&I contract cost of not to exceed \$424,000.00 to provide project oversight and inspection. It is the recommendation of Public Works that the bid be accepted. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

455 East 17.2778 FORMEY Post Office Box 2 Jackson, Mississippi Telephone: (601) 960-179 Facsimile: (601) 960-17

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH NEEL-SCHAFFER, INC. FOR THE STREET RESURFACING PROJECT PHASE 1A is legally sufficient for placement in NOVUS Agenda.

CATORIA P. MARTIN, CITY ATTORNEY Terry Williamson, Legal Counsel



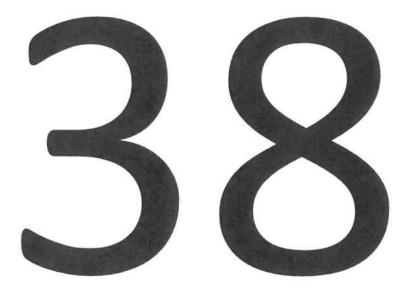
DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

STREET NUMBER	ROAD	BEGIN AND END	LENGTH (L.F.)
1	MAIN STREET	RIDGEWAY STREET TO WALTER DUTCH WELCH DRIVE	2,356
2	PARKWAYSTREET	RIDGEWAY STREET TO WALTER DUTCH WELCH DRIVE	2,350
3	AVENUE G	PARKWAY STREET TO MAIN STREET	599
4	AVENUE H/JAMES O GLASS DRIVE	PARKWAY STREET TO DEAD END	1,407
5	HOLMES AVENUE	MEDGAR EVERS BLVD TO BAINBRIDGE DRIVE	1,859
5	ASHDOWN STREET	BAINBRIDGE DRIVE TO ALBERMARLE ROAD	640
7	AURORA STREET	BAINBRIDGE DRIVE TO ALBERMARLE ROAD	548
	BAINBRIDGE DRIVE	HOLMES AVEUNE TO DEAD END	1,188
8	ALBERMARLE ROAD	LARKSPUR STREET TO DAKLAND AVENUE	1,550
9 10	EMINENCE ROW	BAILEY AVENUE TO DEAD END	3,097
10	LAWSON STREET	EMINENCE ROW TO DEAD END	2,466
11	COTTAGE STREET	EMINENCE ROW TO COLUER AVENUE	625
12	MARION DUNBAR STREET	RIDGEWAY STREET TO MAYES STREET	1,319
13	RIDGEWAY STREET	LIVINGSTON ROAD TO DEAD END	3,234
24	JAMES HILL STREET	RIDGEWAY STREET TO MAYES STREET	1,289
15	MOBILEAVENUE	RANDALL STREET TO LAVERNET ROAD	3,595
16	TAYLOR STREET	STATE STREET TO DEAD END	2,280
17	LORENZ BOULEVARD	WEST STREET TO STATE STREET	1,475
18		STATE STREET TO STATE STREET	2,548
19	COUNCILOROLE	COUNCIL GRCLE TO COUNCIL CIRCLE	1,225
20	REDWINGAVENUE		
21	EAGLE AVENUE	COUNCIL CIRCLE TO DEAD END	1,295
22	GLENWAY DRIVE	OLD CANTON ROAD TO WOODLAND CIRCLE	2,679
23	RIDGE DRIVE	WOODLAND CIRCLE TO WOOD DALE DRIVE	3,614
24	WOODLAND CIRCLE	GLENWAY DRIVE TO GLENWAY DRIVE	1,440
25	WOODLAND DRIVE	GLENWAY DRIVE TO WOODLAND CIRCLE	1,107
26	PEACHTREE STREET	POPLAR BOULEVARD TO WOODROW WILSON AVENIE	4,030
27	MYRTLE STREET	LAUREL STREET TO RIVERSIDE DRIVE	1,627
28	BELLEVUE PLACE	STATE STREET TO MONROE STREET	2,340
29	MOO DY STREET	MADISON STREET TO GREYMONT STREET	1,596
30	WHITWORTH STREET	BELLEVUE PLACE TO MANSHIP STREET	1,980
31	QUINN STREET	MOODY STREET TO POPLAR BOULEVARD	2,050
		PROJECT TOTALS	57,388

11

List of streets to be resurfaced as part of this contract:

200 South President Street / P.O. Box 17 / Jackson, Mississippi 39205-0017 / www.jacksonms.gov



ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH KEEP JACKSON BEAUTIFUL, INC. TO PROVIDE FUNDING ATHE AMOUNT OF \$40,000, TO DEVELOP AND PROMOTE LITTER PREVENTION PROVIDES AND ACTIVITIES IN THE CITY OF JACKSON FOR CALENDAR YEAR 2023

WHEREAS, in 1984, Keep Jackson Beautiful, Inc., the local sponsor for the Keep America Beautiful System, partnered with the City of Jackson to develop and promote litter prevention programs and activities; and

WHEREAS, Senate Bill 2980, as passed the Senate, an act to reenact and amend Chapter 966, Local and Private Laws of 1999, as last amended by Chapter 904, Local and Private Laws of 2016, to authorize the governing authorities of the City of Jackson, Mississippi, to continue to pay Keep Jackson Beautiful, Inc., for its services in regard to a litter prevention program through calendar year 2026; and

WHEREAS, the staff recommends that the City of Jackson enter into an agreement with Keep Jackson Beautiful, Inc., to develop and promote the litter prevention and beautification program for calendar year 2023.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an agreement and related documents with Keep Jackson Beautiful, Inc., to develop and promote litter prevention programs and activities in the City of Jackson, Mississippi for calendar year 2023

IT IS FURTHER ORDERED that payments in the amounts of \$40,000.00 be made to Keep Jackson Beautiful, Inc., for said services.

Agenda Item # 37 September 26, 2023 BY: R. LEE, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 19, 2023

	POINTS	COMMENTS				
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH KEEP JACKSON BEAUTIFUL, INC. TO PROVIDE FUNDING IN THE AMOUNT OF \$40,000, TO DEVELOP AND PROMOTE LITTER PREVENTION PROGRAMS AND ACTIVITIES IN THE CITY OF JACKSON FOR CALENDAR YEAR 2023				
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life					
3.	Who will be affected	City of Jackson residents				
4.	Benefits	The beautification of areas within the City through the volunteer efforts of agencies, organizations, clubs and schools organized by Keep Jacksor Beautiful.				
5.	Schedule (beginning date)					
6.	Location: WARD CITYWIDE (yes or no)(area) Project limits if applicable	Citywide				
7.	Action implemented by: City Department Consultant	The Solid Waste Division				
8.	COST	\$40,000.00				
	Source of Funding					
	General Fund	Solid Waste Enterprise Fund/ 009.455.10.6712				
	Grant Bond					
9.	Other	ABE% WAIVER yes no N/A				
		AABE % WAIVER yes no N/A				
9.	Other					



City of Jackson Department of Public Works

To: Mayor Chokwe A. Lumumba

From: Robert Lee, Interim Public Works Director

Council Agenda Item Briefing Memo

Agenda Item:ORDER AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT AND RELATED DOCUMENTS WITH KEEP
JACKSON BEAUTIFUL, INC. TO PROVIDE FUNDING IN THE
AMOUNT OF \$40,000, TO DEVELOP AND PROMOTE LITTER
PREVENTION PROGRAMS AND ACTIVITIES IN THE CITY OF
JACKSON FOR CALENDAR YEAR 2023

Item #:	
Council Meeting:	Regular Council Meeting, September 26, 2023
Consultant/Contractor:	N/A
EBO:	N/A
Purpose:	To provide removal, disposal, or recycling of waste tires from the
-	City of Jackson Rubbish Facility in Byram, MS.
Cost:	\$40,000.00
Project/Contract Type:	N/A
Funding Source:	Solid Waste Enterprise Fund
Schedule/Time:	September 26, 2023
DPW Manager:	Lakesha Weathers

Background: With respect to the agreement with Keep Jackson Beautiful, Inc., to promote litter prevention and beautification programs for the City of Jackson for the calendar year 2023. This organization manages Adopt-A-Spot programs whose volunteers include neighborhood associations, civic groups, school clubs, and the City Council.

Estimated Fees:	\$40,000.00
EBO Compliance Details:	N/A

Talking Points:

- Responsible for the City's participation in the Great American Clean-up.
- Local school children have benefited from Keep Jackson Beautiful through their commitment to the community, especially through the teacher's workshops and special projects.

Office of the City Attorney

Post Office Jackson, Missi Telephone: (601) Facsimile: (601) 9

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH KEEP JACKSON BEAUTIFUL, INC. TO PROVIDE FUNDING IN THE AMOUNT OF \$40,000, TO DEVELOP AND PROMOTE LITTER PREVENTION PROGRAMS AND ACTIVITIES IN THE CITY OF JACKSON FOR CALENDAR YEAR 2023 is legally sufficient for placement in NOVUS Agenda.

CATORIA P. MARTIN, CITY ATTORNEY Terry Williamson, Legal Counsel



OFFICE OF NUMBER OFFICE SUBMISSION RESOLUTION AUTHORIZING THE APPLICATION MISSISSIPPI DEPARTMENT TO THE **FEDERAL** TRANSPORTATION TRANSPORTATION FOR A ALTERNATIVES GRANT FOR THE MEDGAR AND MYRLIE EVERS HOME NATIONAL MONUMENT SIDEWALK PROJECT AND **COMMITTING MATCHING FUNDS FOR THE PROJECT IF AWARDED FEDERAL FUNDS**

WHEREAS, the Mississippi Department of Transportation has made Federal Transportation Alternatives (TA) Program funds available for non-motorized transportation improvements throughout the state of Mississippi; and

WHEREAS, the John D. Dingell, Jr. Conservation, Management, and Recreation Act of 2019 authorized the Medgar and Myrlie Evers Home National Monument, and the National Monument was proclaimed on December 10, 2020 by the Secretary of the Interior; and

WHEREAS, the City of Jackson and the National Park Service desire to construct a sidewalk along Ridgeway Street, Missouri Street, and Margaret Walker Alexander Drive to connect the Medgar and Myrlie Evers Home, Myrlie's Garden, and Medgar Evers Boulevard; and

WHEREAS, the City of Jackson hereby requests \$406,603.00 in Federal TA funding from the Mississippi Department of Transportation and agrees to provide matching funds in the amount of \$ 101,651.00 in a timely manner.

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. The City of Jackson acknowledges that if said project is selected for funding through the MDOT selection process, said project is subject to all applicable Federal and State laws and regulations regarding TA funding, as well as subject to the rules and procedures established by MDOT regarding approved TA projects.

SECTION 2. The Mayor is authorized to submit a transportation alternatives grant application to the Mississippi Department of Transportation for the Medgar and Myrlie Evers Home National Monument sidewalk project.

SECTION 3. If said project is selected for funding, that the Mayor is authorized to execute a Memorandum of Understanding and related documents and submit the same to the Mississippi Department of Transportation.

SECTION 4. If said project is selected for funding, that the Director of the Department of Public Works and the City Engineer are hereby designated as LPA Officials authorized to sign non-contractual documents and submit the same to the Mississippi Department of Transportation.

Item:	39
Date:	September 26, 2023
By:	R. Lee, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 15, 2023 DATE

POINTS		COMMENTS				
1.	Brief Description/Purpose	Application to MDOT for a TA project for the Medgar and Myrlie Evers Home National Monument Sidewalk Project and committing matching funds				
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 on Margaret Walker Alexander Drive, visitors to the Medgar and Myrlie Evers Home National Monument				
4.	Benefits	Application for a sidewalk project at the Medgar and Myrlie Evers Home National Monument				
5.	Schedule (beginning date)	Submittal deadline is October 4th				
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	Ridgeway St, Missouri St, Margaret Walker Alexander Dr, Medgar and Myrlie Evers Home National Monument (Ward 3)				
7.	Action implemented by: • City Department • Consultant	Public Works Department Engineering Division in conjunction with the National Park Service				
8.	COST	No cost to the City to apply.				
9.	Source of Funding • General Fund • Grant • Bond • Other	If awarded federal funds, the City will set aside match funds in Modernization Tax Fund (Fund 372)				
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 HBE % WAIVER yes no N/A NABE % WAIVER yes no N/A				



DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

MEMORANDUM

To:	Mayor Chokwe Antar Lumumba
From:	Robert Lee, P.E. Interim Director & City Engineer
Date:	September 15, 2023
Subject:	Agenda Item for City Council Meeting

Attached you will find an item for the agenda that authorizes submission of applications to the MDOT for a Transportation Alternatives funds for the Medgar and Myrlie Evers Home National Monument sidewalk project. The resolution also commits matching funding as required by MDOT and federal regulations.

The Transportation Alternatives program is a Congressional set-aside in each transportation act to support non-motorized transportation projects such as shared use paths. The Mississippi Department of Transportation issued a call for projects with an electronic submission deadline of October 4, 2023.

The National Park Service acquired the Evers Home on Margaret Walker Alexander Drive along with three lots on Missouri Street from Tougaloo College in late 2020 which allowed for the National Monument to be proclaimed by the Secretary of the Interior soon thereafter. The National Park Service constructed Myrlie's Garden and a small parking lot on the Missouri Street parcels in the first half of 2023. The Department of Public Works has been working with Keena Graham, Superintendent of the Medgar and Myrlie Evers Home National Monument on potential pedestrian improvements to the Medgar Evers Home to Myrlie's Garden. The result is a proposal to provide a pedestrian connection from Medgar Evers Home to Myrlie's Garden to Medgar Evers Boulevard at Ridgeway Street in advance of the RAISE Grant project that is in design. The result is a proposal to construct a sidewalk from the Evers Home to Myrlie's Garden on Missouri Street to the intersection of Medgar Evers Boulevard at Ridgeway Street.

The City in conjunction with the National Park Service desires to apply for Transportation Alternatives (TA) grant funds from the Mississippi Department of Transportation for this project. This is a separate funding pot from MPO TA funds that are put out for a call approximately every two years. The City will set aside Modernization Tax funds as a match. However, Public Works will work with the National Park Service on other match sources from private sector non-profits that are set up specifically to aid the National Park Service with fundraising and charitable contributions to potentially cover the match requirement.

If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

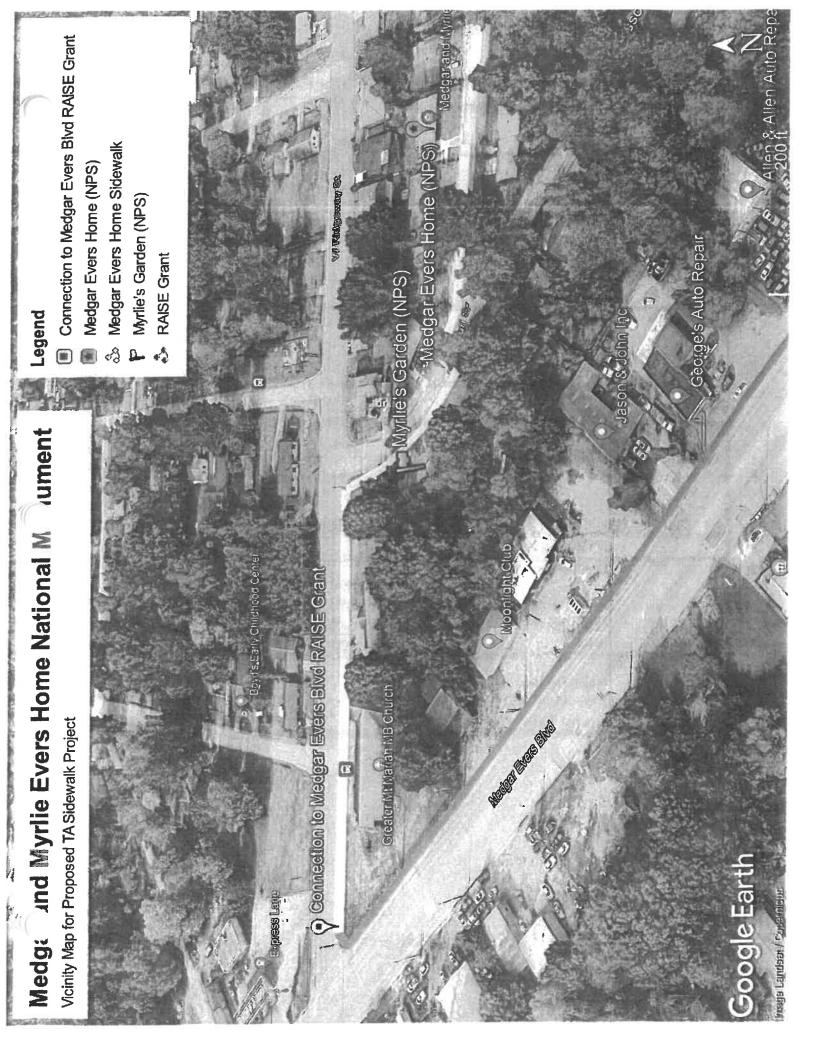
Office of the City Attorney

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 AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION FOR A FEDERAL TRANSPORTATION ALTERNATIVES GRANT FOR THE MEDGAR AND MYRLIE EVERS HOME NATIONAL MONUMENT SIDEWALK PROJECT AND COMMITTING MATCHING FUNDS FOR THE PROJECT IF AWARDED FEDERAL FUNDS is legally sufficient for placement in NOVUS Agenda.

Catoria Martín, *City Attorney* **Terry Williamson,** *Deputy City Attorney*



Myrlie & Medgar Evers Home National Monument Sidewalk Project

Medgar Evers Blvd @ Ridgeway St to Medgar Evers Home

		Est Qty	Unit		Est Unit Price		Total
Sidewalk	Driveway Demo	3	D SY	\$	40.00	\$	1,200.00
	Sidewalk New	70	D SY	\$	90.00	\$	63,000.00
	Driveway New	10	O SY	\$	125.00	\$	12,500.00
	Asphalt Demo	20	O SY	\$	30.00	\$	6,000.00
	Borrow (Dirt In)	55	O CY	\$	40.00	\$	22,000.00
	Excess (Dirt Out)	70	D CY	\$	40.00	\$	28,000.00
	Ramp New	10	O SY	\$	90.00	\$	9,000.00
	Detectable Warnings New	2	5 SF	\$	40.00	\$	1,000.00
Curb & Gutter	Saw Cut	60	O LF	\$	35.00	\$	21,000.00
	C&G New	50	O LF	\$	50.00	\$	25,000.00
	C&G Demo	50	0 LF	\$	25.00	\$	12,500.00
	Sod	100	D SY	\$	15.00	\$	15,000.00
Signage	Square Posts 2lb/ft	20	O LF	\$	35.00	\$	7,000.0
• •	Signs	10	O SF	\$	35.00	\$	3,500.00
Thermo Striping	Legend SF	6	O SF	\$	20.00	\$	1,200.00
	Legend LF	10	O LF	\$	4.00	\$	400.00
					Pay Item Total	\$	228,300.0
					Mobilzation	\$	75,000.0
					Maint. Of Traffic	\$	50,000.0
			Erc	osion	Control Allowance	_	15,000.00
	Estimated Cost					\$	368,300.00
	Contingency/Inflation (20%	ontingency/Inflation (20% of Est. Cost)				\$	73,660.00
			ieral (80%) City	y (20%+PE)		
	Construction Total	\$	353,568.00)\$	88,392.00	\$	441,960.00
	CE&I (15% of Con)	\$	53,035.00)\$	13,259.00	\$	66,294.0
And the strength of the streng	Total	\$ 40	5,603.00	\$	101,651.00	\$	508,254.00
	Prelim Eng (Non Fed)						
	(15% of Con+CE&I Total)			\$	76,238.00	\$	76,238.0
	Grand Total			\$	177,889.00	\$	584,492.00





ORDER RATIFYING AN AGREEMENT WITH BOBBY CLOUD TO PROVIDE APPRAISALS RELATED TO THE SEWER MAIN COLLATED AT LAUREL STREET AND ST. ANN STREET, AND EMERGENCE REPAIR CONTRACT

WHEREAS, a sanitary sewer main line that runs through multiple backyards and under garages on Laurel Street and Saint Ann Street was found to have failed causing at least one and possibly two rear yard garages to suffer structural damage that will require demolition of the structure; and

WHEREAS, the damage to the two rear yard garages caused by the collapsed sewer line requires the City to provide the owners of those structures with just compensation for the damage to their property and also requires the acquiring of an easement for the sewer main; and

WHEREAS, because of the 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, Public Works asked Mr. Cloud to initially provide appraisals for three parcels; and

WHEREAS, Mr. Cloud agreed to provide the appraisals at a flat rate of \$1,000.00 for each appraisal; and

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WHEREAS, the completion of a survey of the existing sewer main to locate the proposed permanent easement revealed that the sewer line and its proposed easement cross another parcel of property; and

WHEREAS, the Department of Public Works request that Mr. Cloud provide an appraisal for the portion of the easement on this fourth parcel of property, which Mr. Cloud agreed to perform at the same rate of compensation, \$1,000.00; and

WHEREAS, the completion of the appraisals and the presentation of just compensation offers to the property owners is necessary before proceeding with the emergency repair of the sewer main; and

WHEREAS, an agreement was signed with Mr. Cloud to perform four (4) appraisals at a cost of \$1,000.00 each, a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, Mr. Cloud has completed the work and submitted two invoices totaling \$4,000.00, copies of which are attached to this Order and made a part of these minues.

Item 🖄	40
Agenda	September 26, 2023
By:	R. Lee, Lumumba

IT IS, THEREFORE, ORDERED that the agreement with Bobby Cloud for appraisals for an amount of \$4,000 total related to the sewer main collapse at Laurel Street and Saint Ann Street, and emergency repair contract is hereby ratified.

IT IS FURTHER ORDERED that payment to Bobby Cloud in the amount of \$4,000.00 consistent with the attached invoices for appraisals is authorized.

DECLARATION INVOKING THE EMERGENCY PROCUREMENT PROCEDURE

I. REQUEST

The following sewer collection system repairs are too complex or require equipment that the Sewer Maintenance Division does not have:

Flag Chapel/Queen Mary Point Repair; Congress/Pascagoula Point Repair; State St Gas Station Pipe Burst; Hwy 80/University - 2 Point Repairs: Line and Manhole; Catalina Point Repair; Laurel/St Ann - Sewer Reroute to avoid building collapses; Pine Lane/Jamaica; Dogwood Point Repair, Line; and Old Canton / St Andrews Point Repair

Repairing these sewer collection system failures constitutes an emergency because the sanitary sewer overflows and sewer collection system line failures to be addressed by the repairs will eliminate serious hazards to human health and the environment. In the case of the repair at the State Street Gas Station, a potential catastrophic event could result in an explosion or the discharge of petroleum products in the environment.

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 to repair these sewer collection system failures, 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. 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

1-3121

II. REVIEWED AND APPROVED

Forri Martin

City Attorney

Fidelis Malembeka Chief Financial Officer

Wright Louis

Chief Administrative Officer

/ 2023

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III. DECLARATION OF EMERGENCY

I hereby determine that the sewer collection system failures listed herein constitute 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 repair the sewer collection system failures listed herein are authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved, effective February 3, 2023.

RM

CHOKWE A. LUMUMBA Mayor

9/13/2023

Warren Hood Administration Building 200 South President Street Jackson, Mississippi 39201 Telephone 601.960.1652 Robert Lee, City Engineer Email riee@jacksonms.gov



MEMORANDUM

TO: Louis Wright, Chief Administrative Officer

FROM: Robert Lee, City Engineer

RE: Emergency Sewer Collection Line Repairs

DATE: February 3, 2023

The following sewer collection system repairs are too complex or require equipment that the Sewer Maintenance Division does not have:

Flag Chapel/Queen Mary Point Repair; Congress/Pascagoula Point Repair; State St Gas Station Pipe Burst; Hwy 80/University - 2 Point Repairs: Line and Manhole; Catalina Point Repair; Laurel/St Ann - Sewer Reroute to avoid building collapses; Pine Lane/Jamaica; Dogwood Point Repair, Line; and Old Canton / St Andrews Point Repair

Repairing these sewer collection system failures constitutes an emergency because the sanitary sewer overflows and sewer collection system line failures to be addressed by the repairs will eliminate serious hazards to human health and the environment. In the case of the repair at the State Street Gas Station, a potential catastrophic event could result in an explosion or the discharge of petroleum products in the environment.

Please let me know if you have any questions.

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Bobby L. Cloud, SRPA Real Estate Appraiser Post Office Box 12421 Jackson, Mississippi 39236-2421 Telephone: 601-956-1720 e-mail: blcloud622@aol.com

July 21, 2023

By First Class Mail and Email City of Jackson Department of Public Works Post Office Box 2779 Jackson, Mississippi 39207

Attention: Terry S. Williamson, Legal Counsel twilliamson@jacksonms.gov

Dear Mr. Williamson:

Pursuant to your request, I herein am presenting a fee for making appraisals on utility easements across the following properties:

(1) Parcel 15-151 (Nicholas Gartman)

(2) Parcel 15-151-1 (Twin Sisters Trust)

(3) Parcel 15-152 (Bernard Booth)

(4) Parcel 15-153 (Miller Bryant)

Appraisal Fee: \$4,000

This fee is based upon information provide to me concerning the circumstances of the appraisal, including, but not limited to, the following:

- 1) The easement to be acquired is for an existing sewer line that has collapsed, for which there appears to be no recorded easement;
- 2) The easement to be acquired will be fifteen feet in width, with the center line of the easement running parallel to the center line of the existing or replaced sewer line as shown in a survey that will be provided to me by the City; and
- 3) Garage structures on Parcels 15-151-1 and 15-152 will be demolished due to damage caused by the collapse and the danger posed to contractors due the proximity of the garage structures to the required point repair;

July 21, 2023 Terry Williamson Page 2

- 4) Any structures other than the two garage structures on Parcels 15-151-1 and 15-152 and fences on any of the four parcels will be allowable encroachments on the City's easement; and
- 5) The City may provide a copy of the Appraiser Report to the owners of the subject parcels, but will only do so after consulting with me about the manner in which it should be presented to them, due in part to the limited market data available for the appraisals.

This fee may change on a per parcel amount should the number of appraisals increase or decrease.

Bobby I. Cland

Bobby L. Cloud, SRPA State Certified General Real Estate Appraiser (GA-207)

Agreed and accepted. We consent to the appraisals on the terms set forth above.

CITY OF JACKSON (pm

Name: Chokwe A. Lumumba

Title: Mayor

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Dated: July 24 , 2023

Bobby L. Cloud, SRPA Real Estate Appraiser Post Office Box 12421 Jackson, Mississippi 39236 Telephone: 601-956-1720

August 6, 2023

City of Jackson Department of Public Works 200 South President Street Jackson, Mississippi 392001

Re: City of Jackson Project no. 8952.000 Grant Street Relocation (West County Line Road)

Attention: Robert Lee/ Terry Williamson

INVOICE FOR: The appraisals of the following tracts:

- (1) Tax Parcel 15-151-1 Twin Sisters Trust, 1509 St, Ann St.: \$1,000
- (2) Tax Parcel 15-152 Bernard Booth, IV, 1606 Laurel St.: 1,000
- Total: \$2,000

Billy I. Claud

Bobby L. Cloud, SRPA State Certified General Real Real Appraiser (GA-207)

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August 17, 2023

City of Jackson Department of Public Works 200 South President Street Jackson, Mississippi 39201

Re: City of Jackson Belhaven Historic District

Attention: Robert Lee/ Terry Williamson

INVOICE FOR: The appraisals of the following tracts:

- (1) Tax Parcel 15-150-1 Levi King, 1512 Lyncrest Avenue.: \$1,000
- (2) Tax Parcel 15-151, Nicholas Gartman, 1506 Lyncrest Avenue: <u>1,000</u> Total: \$2,000

Bobby I. Claud

Bobby L. Cloud, SRPA State Certified General Real Real Appraiser (GA-207)

Copies of Two appraisals of each of the above reports received by:

usline

Name of City Official



DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E. City Engineer

Date: September 19, 2023

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda ratifying an agreement with Mr. Bobby Cloud to perform appraisals related to the sanitary sewer main line replacement at Laurel Street and St Ann Street. At this location, the City's main sewer line runs through yards and under one garage and close to a second. It has been discovered that the line has failed causing structural issues to one garage that will have to be demolished. Mr. Cloud who holds the SPRA designation from the Appraisal Institute, which is the internal professional organization of real estate appraisers. This designation lends gravitas to his valuation opinion.

Mr. Cloud initially agreed to perform three appraisals for the City related to this sewer main at a cost of \$1,000 per appraisal. After the City obtained a survey, the Department determined that a fourth appraisal was necessary because the location of the sewer line and the desired easement width. Mr. Cloud agreed to provide the fourth appraisal at the same \$1,000 per appraisal cost, resulting in total invoices for \$4,000.00.

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) 960-1651.

September 19, 2023 DATE

-	POINTS	COMMENTS				
1.	Brief Description/Purpose	ORDER RATIFYING AN AGREEMENT WITH BOBBY CLOUD TO PROVIDE APPRAISALS RELATED TO THE SEWER MAIN COLLAPSE AT LAUREL STREET AND ST. ANN STREET, AND EMERGENCY REPAIR CONTRACT				
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 at Laurel St and St Ann St.				
4.	Benefits	Allows for the replacement of a failed sewer main line, demolition of one or two damaged garages, to move forward.				
5.	Schedule (beginning date)	Ratification upon Council approval				
6.	Location: • WARD • CITYWIDE (yes or no) (area)	Laurel St and St Ann St (Ward 7)				
	Project limits if applicable					
7.	Action implemented by: City Department Consultant	City of Jackson, Department of Public Works, Engineering Division				
8.	COST	\$4,000				
9.	Source of Funding General Fund Grant Bond Other	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

Office of the City Attorney

455 East Capit Post Office Bo Jackson, Mississip Telephone: (601) 960 AT TORNEY

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING AN AGREEMENT WITH BOBBY CLOUD TO PROVIDE APPRAISALS RELATED TO THE SEWER MAIN COLLAPSE AT LAUREL STREET AND ST. ANN STREET, AND EMERGENCY REPAIR CONTRACT is legally sufficient for placement in NOVUS Agenda.

CATORIA P. MARTIN, CITY ATTORNEY Terry Williamson, Legal Counsel

9/20 23



ORDER RATIFYING A CONTRACT WITH DELTA CONSTRUCTORS

WHEREAS, a sanitary sewer main line that runs beneath a business at 4145 North State Street was found to have deteriorated causing sewage to back up in the line; and

WHEREAS, because of the location and nature of the failure, the City determined that a contractor would be needed to pipeburst a new line under a commercial building; 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, Public Works asked two contractors experienced in this type of work to submit sealed bids, with Delta Constructors being the lower of the two bids; and

WHEREAS, a contract was executed with Delta Constructors, Inc., for an amount not to exceed \$183,010.00, a copy of which is attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the contract with Delta Constructors, Inc. for an amount not to exceed \$183,010.00 for sanitary sewer main line repair work at 4145 North State Street is ratified.

ITEM <u>4</u>1

AGENDA September 26,2023

BY: R. LEE, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

<u>August 14, 2023</u> DATE

POINTS		COMMENTS		
1.	Brief Description/Purpose	Order ratifying contract with Delta for sanitary sewer repair work at 4145 North State Street		
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	Business at 4145 North State Street and residents in the neighborhood southwest of this business.		
4.	Benefits	Replacement of a failed sewer main line under 4145 North State Street		
5.	Schedule (beginning date)	Ratification upon Council approval		
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	4145 North State Street (Ward 7)		
7.	Action implemented by: City Department Consultant	City of Jackson, Department of Public Works, Engineering Division		
8.	COST	\$183,010.00		
9.	Source of Funding General Fund Grant Bond Other	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%WAIVERyesno N/A		

Revised 2-04



DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

MEMORANDUM

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To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E. City Engineer

Date: August 14, 2023

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda ratifying a contract with Delta Constructors, Inc. for sanitary sewer main line replacement at 4145 North State Street. At this location, the City's main sewer line runs under a commercial business. It has been discovered that the line has deteriorated to the point that it must be replaced through a method known as pipebursting, where a new sewer pipe is pulled through the ground to replace the deteriorated sewer line. In order to remedy a situation of raw sewage flowing into back yards that is endangering the health and safety of residents, the City invoked the emergency procurement process pursuant to Section 31-7-13 (k) of state law. The City requested sealed bids from two contractors with a past history of successfully completing this type of work. The lower of the two bids was from Delta Constructors, Inc., in an amount not to exceed \$183,010.00.

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) 960-1651.

Office of the City Attorney

O,e ICE OF 455 East Capitol Street // Post Office Box 2779 Jackson, Mississippi 7920 2010 4: TORNET Telephone: (601) 960-1759 Facsimile: (601) 960-1759

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING A CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR SANITARY SEWER MAIN LINE REPAIRS AT 4145 NORTH STATE STREET is legally sufficient for placement in NOVUS Agenda.

CATORIA P. MARTIN, CITY ATTORNEY Terry Williamson, Legal Counsel

<u>9/6/23</u> DATE

DECLARATION INVOKING THE EMERGENCY PROCUREMENT PROCEDURE

I. REQUEST

The following sewer collection system repairs are too complex or require equipment that the Sewer Maintenance Division does not have:

Flag Chapel/Queen Mary Point Repair; Congress/Pascagoula Point Repair; State St Gas Station Pipe Burst; Hwy 80/University - 2 Point Repairs: Line and Manhole; Catalina Point Repair; Laurel/St Ann - Sewer Reroute to avoid building collapses; Pine Lane/Jamaica; Dogwood Point Repair, Line; and Old Canton / St Andrews Point Repair

Repairing these sewer collection system failures constitutes an emergency because the sanitary sewer overflows and sewer collection system line failures to be addressed by the repairs will eliminate serious hazards to human health and the environment. In the case of the repair at the State Street Gas Station, a potential catastrophic event could result in an explosion or the discharge of petroleum products in the environment.

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 to repair these sewer collection system failures, 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. 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

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2-13/23

II. REVIEWED AND APPROVED

ri Martin

City Attorney

idelis Malembeka

Chief Financial Officer

Louis Wright Chief Administrative Officer

2/3/2023 DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the sewer collection system failures listed herein constitute 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 repair the sewer collection system failures listed herein are authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved, effective February 3, 2023.

en

CHOKWE A. LUMUMBA Mayor

9/13/2023

JACKSON MISSISSIPPI Department of Public Works

Warren Hood Administration Building 200 South President Street Jackson, Mississippi 39201 Telephone 601.960.1652 Robert Lee, City Engineer Email riee@jacksonms.gov

MEMORANDUM

TO:	Louis Wright	Chief Administrative Off	ice
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FROM: Robert Lee, City Engineer

RE: Emergency Sewer Collection Line Repairs

DATE: February 3, 2023

The following sewer collection system repairs are too complex or require equipment that the Sewer Maintenance Division does not have:

Flag Chapel/Queen Mary Point Repair; Congress/Pascagoula Point Repair; State St Gas Station Pipe Burst; Hwy 80/University - 2 Point Repairs: Line and Manhole; Catalina Point Repair; Laurel/St Ann - Sewer Reroute to avoid building collapses; Pine Lane/Jamaica; Dogwood Point Repair, Line; and Old Canton / St Andrews Point Repair

Repairing these sewer collection system failures constitutes an emergency because the sanitary sewer overflows and sewer collection system line failures to be addressed by the repairs will eliminate serious hazards to human health and the environment. In the case of the repair at the State Street Gas Station, a potential catastrophic event could result in an explosion or the discharge of petroleum products in the environment.

Please let me know if you have any questions.

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CONTRACT

This Contract, made this the <u>22</u> day of <u>May</u>, 2923 by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, hereinafter called "OWNER" and Delta constructors, Inc. located in Flowood, MS, hereinafter called the "CONTRACTOR".

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

- THE CONTRACTOR will commence and complete the construction of Emergency Sewer Repairs at 4145 North State Street 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 <u>Director of the Department of Public Works</u> until such time as the work described in the Bid Form for this project is complete.
- 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 Proposal Form, 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 <u>One Hundred Eighty-three Thousand and Ten</u> Dollars (\$183,010.00),

in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, the CONTRACTOR assuming all risks of every kind and description in the performance of this Contract.

02/24/2020

- 5. The CONTRACTOR agrees and binds himself (itself) to indemnify and save harmless and to defend any claims or suits against OWNER, its employees and its agents by reason of any claims for damages arising from the performance of this Contract as a result of negligence on the part of the CONTRACTOR, or from any suit or claim brought against 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 One Hundred Eighty-Three Thousand Ten Dollars. (<u>183.010.00</u>).
- 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 One Hundred Eighty-Three Thousand ten Dollars. (\$ 183,010.00).
- 10. Upon execution of the Performance and Payment Bonds and before commencing work contained in the Contract Documents, the CONTRACTOR shall be required to make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interest thereon, when and as the same as may lawfully be due this state, or any county, municipality, board, department, commission or political subdivision thereof, by reason of and directly connected with the performance of this Agreement. In the event of default of the prompt payment of all such taxes, licenses, assessments, contributions, damages, penalties and interest thereon as may be due by the CONTRACTOR, a direct proceeding on the bonds may be brought in any court of competent jurisdiction by the proper officer or agency having lawful authority to do so to enforce such payment, the right to do so is cumulative and in addition to other remedies as may be provided by law.
- 11. The CONTRACTOR agrees to allow the OWNER, or any of their duly authorized representatives, access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical clause in any and all subcontracts.
- 12. That the Contract may be annulled by the OWNER for reason set forth in Section 8.08 of the Standard Specifications, amended by the Emergency Contract Supplements and Amendments.
- 02/24/2020

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- 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 any materials of a better quality can be acquired at a reasonable cost.
- 16. CONTRACTOR shall employ only workmen and laborers who have actually resided in the State of Mississippi for two (2) years preceding employment. In the case that laborers or workmen cannot be found that meet such qualifications; the CONTRACTOR shall notify the OWNER in writing. Unless the OWNER supplies the CONTRACTOR with satisfactory workmen or laborers needed, the CONTRACTOR will be authorized to employ workmen or laborers not meeting these qualifications.
- 17. The CONTRACTOR agrees to guaranty 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)

IN WITNESS THEREOF, 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

BY Charles CM

ATTEST Municipal Clerk



Delta constructors, Inc, CONTRACTOR

BY: Joe H Campbell. President

Coline ATTEST

(Seal)

1

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CORPORATE CERTIFICATE

I, Andrew L Coleman certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Contract; that Joe H Campbell, 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.

andrew L Colema 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 ex	ecuted the above instrum	ent, who being by me first duly sworn, did depose and say
that he is a gen	neral partner in the firm o	f
	; that said firm consist of	himself and
		cuted the foregoing instrument on behalf of said firm for
	irposes stated herein.	

Hars a loss to characteristic

Notary Public in the County of _____

Notary Seal

State of

My Commission Expires: ----



Document A312[™] – 2010

Conforms with The American Institute of Architects AIA Document 312

Keene, New Hampshire 03431

Malling Address for Notices

Liberty Mutual Surety Claims

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company

SURETY:

62 Maple Avenue

P.O. Box 34526

Seattle, WA 98124

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Delta Constructors, Inc PO Box 9545 Jackson, MS 39286

OWNER:

(Name, legal status and address)

City of Jackson, Mississippi 219 South President Street Jackson, MS 39201

TION CONTRACT CONSTRU Date: ngin 2 Amount: \$183.010.0

Description:

'rme and location)

Emergency Sewer Repairs 4145 North State Street, Jackson, MS

BOND Date: May 23,202 (Not earlier than Jonstruction Contract Date)

Amount: \$183,010.00

Modifications to this Bond:

None

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal) Delta Constructors Inc.

Signature:

Name Joe H. Campbell, President and Title:

See Section 16

SURETY (Corporate Seal) Company: The Ohio Casualty Insurance Company

Signature:

Name and Title: William D. Horne III, Attorney-in-Fact and Mississippi Resident Agent

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

ENT or BROKER:

{ ||

OWNER'S REPRESENTATIVE:

Arthur J. Gallagher Risk Management Services, Inc.

(Architect, Engineer or other party:)

Page 1 of 4

This document has important legal consequences. Consultation with an attomey is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- 1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, t secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be formed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions
 ...forming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

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§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY Company:

(Corporate Seal)

Signature: Name and Title: Address Signature: Name and Title: Address

.



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. Horne, III; William D. Horne, Jr.

all of the city of Ridgeland state of each individually if there be more than one named, its true and lawful attorney-in-fact to make, MS 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 .

INSUR

West American Insurance Company 199 VDIAT Bv: *

David M. Carey, Assistant Secretary

Liberty Mutual Insurance Company

The Ohlo Casualty Insurance Company

State of PENNSYLVANIA SS County of MONTGOMERY

(POA) verification inquiries, HOSUR@Ilbertymutual.com On this 30th day of _, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual insurance April 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 purposed 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 Prussla, Pennsylvania, on the day and year first above written.

INSI

PACT

INSUR

Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public **Monigomery County** My commission expires March 26, 2025 Commission number 1128044 nber. Pennavivenia Association of Notaries

resa Pastella, Notary Public

Power This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohlo 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,

nd/or Power of Attorney 610-832-8240 or email 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 and/ President may prescribe, shall appoint such attorneys in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seel, acknowledge and deliver as surety bond an ase call (any and all undertakings, bonds, recognizances and other surety obligations. Such attomeys-in-fact, subject to the limitations set forth in their respective powers of attomey, 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 For bon please 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 chalrman or the president, and subject to such limitations as the chairman or the president may prescribe. shall appoint such attomeys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely 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 blnd 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 attomers-infact as may be necessary to act on bahalf 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 Ohlo 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.

TIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of {(





By:

Renee C. Llewellyn, Assistant Secretary



Document A312[™] – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR: (Name, legal status and address)

Delta Constructors, Inc PO Box 9545 Jackson, MS 39286

SURETY:

(Name, legal status and principal place of business) The Ohio Casualty Insurance Company 62 Maple Avenue Keene, New Hampshire 03431

Mailing Address for Notices

Liberty Mutual Surety Claims P.O. Box 34526 Seattle, WA 98124 This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Jackson, Mississippi 219 South President Street Jackson, MS 39201

CONSTRUCTION CONTRACT Date: May 22, 2022

Amount: \$183,010.0

Description: (Name and location)

Emergency Sewer Repairs 4145 North State Street, Jackson, MS

BOND May 23,2023 Date:

(Not earlier than Construction Contract Date)

Amount: \$183,010.00

Modifications to this Bond:

CONTRACTOR AS PRINCIPAL

Company: Delta Constructors Inc.

Signature:

Name

(Corporate Seal)

None

SURETY Company: (Corporate Seal) The Ohio Casualty Insurance Company

See Section 18

Signature: Name

and Title: William D. Home III, Attorney-In-Fact & Mississippi Resident Agent

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Arthur J. Gallagher Risk Management Services, Inc.

and Title: Joe H. Campbell, President

Page 1 of 4

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, Jemands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation furnish a written notice of non-payment under Section 5.1.1.

S / When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

\$ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

\$ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

5 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

\$ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

5 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanics's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

 $_{3}$ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

11

: (Corporate Seal)

SURETY Company:

(Corporate Seal)

Signature: Name and Title: Address

(1)

Signature: Name and Title: Address



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, JII; William D. Home, Jr.

each individually if there be more then one named, its true and lawful attorney-in-fact to make, all of the city of Ridgeland state of MS execute, seal, acknowledge and deliver, for and on its behalf as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surely 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 2021 . thereto this 30th day of April

NOT VAIIO currency INSUR



Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

By;

David M. Carey, Assistant Secretary

State of PENNSYLVANIA County of MONTGOMERY

HOSUR@libertymutual.com 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance On this 30th day of April Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being autionized 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 Se rese Pastella, Notary Public Montoomery County mission expires March 28, 2025 Commission number 1126044 ber, Peonevivenia Association of Notacies

By: Jeresa hatella

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.

and/or Power of Atton... 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 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 attaches and other surely obligations. Such attorneys in-fact, subject to the limitations set forth in their respective powers of attorney, 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 activity of the President and attested to by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the President and attested to by the President activity at the President attested to any representative or attorney-in-fact under the President attested to a provisions of this article may be revoked at any time by the Board, the Chairman, the President activity at the President attested to a provision of the angle of the section of the president attested to a provision of the angle of the president at any time by the Board, the Chairman, the President attested to any representative or attemption of the president attested to a provision of the president attested to a provision of the president at any time by the Board. For bon please (

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 attomeys-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 thareto 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 attomeys-infact 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 atomey 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 Ohlo Casuality 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 22nd day of May





Bv:

Renee C. Llewellyn, Assistant Secretary

ACORD	

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CCOLI _____ DATE (MM/DD/YYYY)

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CERTIFICATE HOLDER	CANCELLATION
City of Jackson P. O. Box 17 Jackson, MS 39202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	Nam -

ACORD 25 (2016/03)

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ORDER RATIFYING A CONTRACT WITH UTILITY CONSTRUCTORS, INC. FOR SANITARY SEWER MAIN LINE REPAIRS AT LAURED STREET AND SAINT ANN STREET

WHEREAS, a sanitary sewer main line that runs through multiple backyards and under garages on Laurel Street and Saint Ann Street was found to have failed causing at least one and possibly two rear yard garages to suffer structural damage that will require demolition of the structure; 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, Public Works asked two contractors experienced in this type of work to submit sealed bids, with Utility Constructors, Inc. being the lower of the two bids; and

WHEREAS, a contract was executed with Utility Constructors, Inc., for an amount not to exceed \$343,075.00, a copy of which is attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the contract Utility Constructors, Inc. for an amount not to exceed \$343,075.00 for sanitary sewer main line repair work at Laurel Street and Saint Ann Street is hereby ratified.

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Item	*	42	
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Agenda September 26, 2023

By: R. Lee, Lumumba



DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E. City Engineer

Date: September 17, 2023

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda ratifying a contract with Utility Constructors, Inc. for sanitary sewer main line replacement at Laurel Street and St Ann Street. At this location, the City's main sewer line runs through yards and under one garage and close to a second. It has been discovered that the line has failed causing structural issues to one garage that will have to be demolished. As part of this project, the City sewer main will be cleaned out and repaired at the failure point, then lined from the manhole on Lyncrest Ave to the manhole on St Ann to extend the life span of the sewer line where it runs through yards.

In order to remedy a situation where a garage is in danger of collapsing, the City invoked the emergency procurement process pursuant to Section 31-7-13 (k) of state law. The City requested sealed bids from two contractors with a past history of successfully completing this type of work. The lower of the two bids was from Utility Constructors, Inc., in an amount not to exceed \$343,075.00.

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) 960-1651.

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CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 17, 2023 DATE

POINTS		COMMENTS		
1. Brief Description/Purpose 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		Order ratifying contract with UCI for sanitary sewer repair work at Laurel St and St Ann St		
		 6. Infrastructure and Transportation 7. Quality of Life 		
3.	Who will be affected	Residents at Laurel St and St Ann St.		
4.	Benefits	Replacement of a failed sewer main line, demolition of one or two damaged garages.		
5.	Schedule (beginning date)	Ratification upon Council approval		
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	Laurel St and St Ann St (Ward 7)		
7.	Action implemented by: City Department Consultant	City of Jackson, Department of Public Works, Engineering Division		
8.	COST	\$343,075.00		
9.	Source of Funding General Fund Grant Bond Other	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

Office of the City Attorney

Post Office Box 2 Jackson, Mississippi 392 Telephone: (601) 960-179 Facsimile: (601) 960-7

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING A CONTRACT WITH UTILITY CONSTRUCTORS, INC. FOR SANITARY SEWER MAIN LINE REPAIRS AT LAUREL STREET AND SAINT ANN STREET is legally sufficient for placement in NOVUS Agenda.

CAFORIA P. MARTIN, CITY ATTORNEY Terry Williamson, Legal Counsel

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DECLARATION INVOKING THE EMERGENCY PROCUREMENT PROCEDURE

I. REQUEST

The following sewer collection system repairs are too complex or require equipment that the Sewer Maintenance Division does not have:

Flag Chapel/Queen Mary Point Repair; Congress/Pascagoula Point Repair; State St Gas Station Pipe Burst; Hwy 80/University - 2 Point Repairs: Line and Manhole; Catalina Point Repair; Laurel/St Ann - Sewer Reroute to avoid building collapses; Pine Lane/Jamaica; Dogwood Point Repair, Line; and Old Canton / St Andrews Point Repair

Repairing these sewer collection system failures constitutes an emergency because the sanitary sewer overflows and sewer collection system line failures to be addressed by the repairs will eliminate serious hazards to human health and the environment. In the case of the repair at the State Street Gas Station, a potential catastrophic event could result in an explosion or the discharge of petroleum products in the environment.

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 to repair these sewer collection system failures, 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. 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 helow.

Robert Lee. P.E.

City Engineer

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REVIEWED AND APPROVED II.

firi Martin

City Attorney

idelis Malembeka **Chief Financial Officer**

Louis Wright

Chief Administrative Officer

2/3/2023 date

2/13/2023 UATE 2/13/2023

DECLARATION OF EMERGENCY III.

I hereby determine that the sewer collection system failures listed herein constitute 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 repair the sewer collection system failures listed herein are authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved, effective February 3, 2023.

ren

CHOKWE A. LUMUMB Mayor

2 /3,2023

Warren Hood Administration Building 200 South President Street Jackson, Mississippi 39201 Telaphone 601.960.1652 Robert Lee, City Engineer Email rice@jacksonms.gov



MEMORANDUM

TO: Louis Wright, Chief Administrative Officer

FROM: Robert Lee, City Engineer

RE: Emergency Sewer Collection Line Repairs

DATE: February 3, 2023

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The following sewer collection system repairs are too complex or require equipment that the Sewer Maintenance Division does not have:

Flag Chapel/Queen Mary Point Repair; Congress/Pascagoula Point Repair; State St Gas Station Pipe Burst; Hwy 80/University - 2 Point Repairs: Line and Manhole; Catalina Point Repair; Laurel/St Ann - Sewer Reroute to avoid building collapses; Pine Lane/Jamaica; Dogwood Point Repair, Line; and Old Canton / St Andrews Point Repair

Repairing these sewer collection system failures constitutes an emergency because the sanitary sewer overflows and sewer collection system line failures to be addressed by the repairs will eliminate serious hazards to human health and the environment. In the case of the repair at the State Street Gas Station, a potential catastrophic event could result in an explosion or the discharge of petroleum products in the environment.

Please let me know if you have any questions.

CONTRACT

This Contract, made this the <u>//</u> day of <u>Source</u>, 2023, by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, hereinafter called "OWNER" and <u>Utility</u> <u>Constructors, Inc.</u> located in <u>Jackson, MS</u>, hereinafter called the "CONTRACTOR".

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

- THE CONTRACTOR will commence and complete the construction of Emergency Sewer Repairs at <u>St. Ann and Laurel Street Emergency Sewer Repair</u> 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 <u>Director of the Department of Public Works</u> until such time as the work described in the Bid Form for this project is complete.
- 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 Proposal Form, 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

Three hundred fifty two thousand dollars & 00/100 Dollars (\$352,000.00),

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

02/24/2020

- 5. The CONTRACTOR agrees and binds himself (itself) to indemnify and save harmless and to defend any claims or suits against OWNER, its employees and its agents by reason of any claims for damages arising from the performance of this Contract as a result of negligence on the part of the CONTRACTOR, or from any suit or claim brought against 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

Three hundred fifty two thousand dollars & 00/100 (5 352,000.00).

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

Three hundred fifty two thousand dollars & 00/100 (\$ 352,000.00).

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

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- 12. That the Contract may be annulled by the OWNER for reason set forth in Section 8.08 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 any materials of a better quality can be acquired at a reasonable cost.
- 16. CONTRACTOR shall employ only workmen and laborers who have actually resided in the State of Mississippi for two (2) years preceding employment. In the case that laborers or workmen cannot be found that meet such qualifications; the CONTRACTOR shall notify the OWNER in writing. Unless the OWNER supplies the CONTRACTOR with satisfactory workmen or laborers needed, the CONTRACTOR will be authorized to employ workmen or laborers not meeting these qualifications.
- 17. The CONTRACTOR agrees to guaranty 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)

IN WITNESS THEREOF, 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.

Utility Constructors, Inc. CITY OF JACKSON, MISSISSIPPI CONTRACTOR 13 Lem BY BY: Terry N/Lovellice ATTEST 1. 6 ATTEST

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(Seal)

CORPORATE CERTIFICATE

I, Jackie H. King ______ certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Contract; that <u>Terry N. Lovelace</u>, who signed said Contract on behalf of the CONTRACTOR was then <u>President</u> 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.

Secretary -

Corporate Seal

PARTNERSHIP CERTIFICATE

STATE OF
COUNTY OF _______

the uses and purposes stated herein.

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 consist of himself and ______; and that he executed the foregoing instrument on behalf of said firm for

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Notary Public in the County of

Notary Seal

State of _____

My Commission Expires:

02/24/2020

PERFORMANCE BOND STATE OF MISSISSIPPI COUNTY OF HINDS

Bond No. 4459662

Emergency Sewer Repairs at St Ann and Laurel St Emergency Sewer Repair

KNOW ALL MEN BY THESE PRESENTS: that

Utility Constructors, Inc.

(Name of CONTRACTOR)

P.O. Box 13627 / Jackson, MS 39236

(Address of CONTRACTOR)

a <u>Corporation</u>, hereinafter called Principal, and (Corporation, Partnership, or Individual)

SureTec Insurance Company

(Name of Surety)

2103 City West Blvd, Suite 1300, Houston, TX 77042 (Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

CITY OF JACKSON

219 South President Street, P.O. Box 17, Jackson, Mississippi 39205

hereinafter called OWNER, in the penal sum of <u>Three hundred fifty-two thousand dollars</u> <u>& 00/100</u> Dollars (<u>\$ 352,000,00</u>) in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the <u>Principal</u> entered into a certain contract with the OWNER, dated the <u>//h</u> day of <u> $\Delta_{u} \neq u$ </u>, 2023, a copy of which is hereto attached and made a part hereof for the construction of:

Emergency Sewer Repairs at:

St. Ann and Laurel St Emergency Sewer Repair.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one (1) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall

02/24/2020

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reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER, and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the 124 day of 36 d

ATTEST:

(Principal) Secretary (SEAL)

Witness as to Principal P.O. Box 13627 Address Jackson, MS 39236

ATTEST:

See Power Attached
(Surety) Secretary

(SEAL)

Witness as to Surety 1076 Highland Colony Pkwy, Suite 300 Address Ridgeland, MS 39157

SureTec Insurance Company

Surety BY:

Attorney-in-Fact John E. Marchetti 1076 Highland Colony Pkwy, Ste 300 Address Ridgeland, MS 39157

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

The Riders Attached Hereto are Incorporated in this Bond and Modify Coverage under this Bond: SureTec Rider

Force Majeure Rider

02/24/2020



THIS RIDER MODIFIES COVERAGE TERMS IN THE BOND TO WHICH IT IS ATTACHED

To obtain information, make a complaint or assert a claim, or if you have a dispute concerning your premium, you should call the Surety's toll free telephone number for information at: (866) 732-0099. You may also write to the Surety at:

SureTec Insurance Company 9737 Great Hills Trail, Suite 320 Austin, Tx 78759 512-732-0099

Terrorism Risk Exclusions

Notwithstanding anything to the contrary in the Construction Contract and Bond, the Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, acts of terrorism, riot, civil insurrection, acts of war or armed hostilities or other national or international calamity, directly or indirectly frustrating performance of, or directly or indirectly causing any loss or damage under, the Construction Contract for which this Bond was issued.

Warranty Time Limitation

Notwithstanding anything to the contrary in the Bond or bonded contract, in no event shall Surety have any obligation for any loss occurring or claim made by Obligee more than twenty-five (25) months after the date on which Principal has substantially completed the work under such contract.

Exclusion of Liability for Mold & Environmental Hazards

Notwithstanding anything to the contrary in the Construction Contract and Bond, the Bond to which this Rider is attached does not provide coverage for, and the Surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

Important Notice Regarding Calculation of Premium

Adjustments to the contract price entitle the Surety to adjust premium charged. Adjustments in premium charged reflect the adjustment in risk to Surety, not a change in the bond amount. Notwithstanding anything to the contrary in the Construction Contract and Bond, adjustments to the contract price or the premium charged hall not change the bond amount.

HC

SureTec Insurance Company THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

FORCE MAJEURE RIDER

The obligations of the Surety and Principal under the Bond or Bonds to which this Rider is annexed are subject to the following limitations and conditions, to wit: that, it is is a condition precedent to their liability hereunder that the contractual obligation (the contract or subcontract, as the case may be, being referred to in this Rider as the "Contract") between the Principal and the Obligee underlying this Bond includes (or shall be considered amended to include) a Force Majeure exclusion holding that the Principal and its Sureties shall not be held liable under this Bond or under the Contract for any impacts, delays, defaults, or damages related to Principal's work arising from, or related to epidemics, pandemics, medical emergencies, supply line interruptions, or natural disasters impacting the work required by the Contract, regardless of where such events occur, acts of God, terrorism, war, acts of government or administrative suspension, limitation, or shut-down, or the direct or indirect consequences or aftermath of any of the foregoing, and the Contract further provides that the Principal shall be entitled to an extension of the Contract Time and an equitable adjustment of the Contract Price, as a result of any of the exclusions heretofore cited. In the event the provisions for force majeure, time extensions, or equitable adjustment for time and money are more favorable to Principal in the Contract, than in this Rider, the more favorable shall apply.

PAYMENT BOND STATE OF MISSISSIPPI COUNTY OF HINDS

Bond No. 4459662

Emergency Sewer Repairs at St Ann and Laurel St Emergency Sewer Repair

KNOW ALL MEN BY THESE PRESENTS: that

Utility Constructors, Inc.

(Name of CONTRACTOR)

P.O. Box 13627 / Jackson, MS 39236

(Address of CONTRACTOR)

a <u>Corporation</u>, hereinafter called Principal, and (Corporation, Partnership, or Individual)

> SureTec Insurance Company (Name of Surety)

2103 City West Blvd. Suite 1300, Houston, TX 77042 (Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

CITY OF JACKSON

219 South President Street, P.O. Box 17, Jackson, Mississippi

hereinafter called OWNER, in the penal sum of <u>Three hundred fifty-two thousand dollars</u> <u>& 00/100</u> Dollars (<u>\$ 352,000.00</u>) in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____//4/2 day of ______, 2023, a copy of which is hereto attached and made a part hereof for the construction of:

Emergency Sewer Repairs at:

St. Ann and Laurel St Emergency Sewer Repair.

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, SUBCONTRACTORS and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor,

02/24/2020

performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER, and the CONTRAC-TOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the ______ day of $\underline{September_1}$, 2023.

ATTEST:	Utility Constructors, Inc CONTRACTOR
(Principal) Secretary (SEAL)	BY:(s) P O Box 13627, Jackson, MS 39236 Address
Witness as to Principal	
P.O. Box 13627	
Address	
Jackson, MS 39236	
ATTEST:	
See Power attached	SureTec Insurance Company
(Surety) Secretary	Surety
(SEAL)	BY: AME MA
Witness as to Surety	Attomey in Fact John E. Marchetti
1076 Highland Colony Pkwy. Suite 300	1076 Highland Colony Pkwy, Ste 300
Address	Address
Ridgeland, MS 39157	Ridgeland, MS 39157

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

The Riders Attached Hereto are Incorporated in this Bond and Modify Coverage under this Bond: SureTec Rider Force Majeure Rider

02/24/2020



THIS RIDER MODIFIES COVERAGE TERMS IN THE BOND TO WHICH IT IS ATTACHED

To obtain information, make a complaint or assert a claim, or if you have a dispute concerning your premium, you should call the Surety's toll free telephone number for information at: (866) 732-0099. You may also write to the Surety at:

SureTec Insurance Company 9737 Great Hills Trail, Suite 320 Austin, Tx 78759 512-732-0099

Terrorism Risk Exclusions

Notwithstanding anything to the contrary in the Construction Contract and Bond, the Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, acts of terrorism, riot, civil insurrection, acts of war or armed hostilities or other national or international calamity, directly or indirectly frustrating performance of, or directly or indirectly causing any loss or damage under, the Construction Contract for which this Bond was issued.

Warranty Time Limitation

Notwithstanding anything to the contrary in the Bond or bonded contract, in no event shall Surety have any obligation for any loss occurring or claim made by Obligee more than twenty-five (25) months after the date on which Principal has substantially completed the work under such contract.

Exclusion of Liability for Mold & Environmental Hazards

Notwithstanding anything to the contrary in the Construction Contract and Bond, the Bond to which this Rider is attached does not provide coverage for, and the Surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

Important Notice Regarding Calculation of Premium

Adjustments to the contract price entitle the Surety to adjust premium charged. Adjustments in premium charged reflect the adjustment in risk to Surety, not a change in the bond amount. Notwithstanding anything to the contrary in the Construction Contract and Bond, adjustments to the contract price or the premium charged hall not change the bond amount.

11

SureTec Insurance Company THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

FORCE MAJEURE RIDER

The obligations of the Surety and Principal under the Bond or Bonds to which this Rider is annexed are subject to the following limitations and conditions, to wit: that, it is is a condition precedent to their liability hereunder that the contractual obligation (the contract or subcontract, as the case may be, being referred to in this Rider as the "Contract") between the Principal and the Obligee underlying this Bond includes (or shall be considered amended to include) a Force Majeure exclusion holding that the Principal and its Sureties shall not be held liable under this Bond or under the Contract for any impacts, delays, defaults, or damages related to Principal's work arising from, or related to epidemics, pandemics, medical emergencies, supply line interruptions, or natural disasters impacting the work required by the Contract, regardless of where such events occur, acts of God, terrorism, war, acts of government or administrative suspension, limitation, or shut-down, or the direct or indirect consequences or aftermath of any of the foregoing, and the Contract further provides that the Principal shall be entitled to an extension of the Contract Time and an equitable adjustment of the Contract Price, as a result of any of the exclusions heretofore cited. In the event the provisions for force majeure, time extensions, or equitable adjustment for time and money are more favorable to Principal in the Contract, than in this Rider, the more favorable shall apply.

POA #: 2410013

SureTec Insurance Company LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Shenfil A. Kelley, David Ray Robertson, Jessica Windham, John E. Marchetti, John G. Raines, Kelli Burnum, Rita G. Clark, Tammy Vernon, Ranee Martin, William D. Home III, William D. Home Jr.

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Twenty Five Million and 00/100 Dollars (\$25,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec. Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20⁴ of April. 1999.)

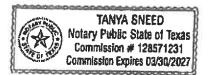
In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal." to be hereto affixed this 16th day of March , A.D. 2023

State of Texas County of Harris

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On this 16th day of March , A.D. 2023 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



SURETEC INSURANCE COMPANY

Tanya Sneed, Notary Public My commission expires March 30, 2027

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 121

1. Brent Bear, Assistant Secretary

Any Instrument issued in excess of the penalty stated above is totally void and without any validity. For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm GST.

GENERAL INSTRUCTIONS FOR BONDS

- 1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the City of Jackson, Mississippi.
- 2. The name, including full Christian name and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.
- 3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.
- 4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
- 5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
- 6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary secretary, under the corporate seal, to be true copies.
- 7. The date of the Bonds must not be prior to the date of the Contract in connection with which it is given.
- 8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (circular 570 amended) and be authorized to transact business in the State where the project is located.

02/24/2020

EMERGENCY CONTRACT SUPPLEMENTS AND AMENDMENTS

The following supplements and amendments to the General Provisions set forth in the Standard Specifications for Construction of Streets, Pavements, Sewers and Water Distribution System dated November 12, 1963 (as amended) shall be applicable to the work and the requirements of the Contract of which these form a part:

1. <u>THE COUNCIL</u>: Article 1.05 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

"1.05 THE COUNCIL: The Mayor and Council of the City of Jackson."

2. <u>ENGINEER</u>: Article 1.07 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

"1.07 ENGINEER: The Director of the Department of Public Works of the City of Jackson, or his authorized representative."

- 3. <u>THE PROPOSAL</u>: Article 1.13 of the Standard Specifications shall be deleted in its entirety.
- 4. **PROPOSAL GUARANTY**: Article 1.14 of the Standard Specification shall be deleted in its entirety.
- 5. **PLANS**: Article 1.15 of the Standard Specifications shall be deleted in its entirety.
- WORKING DRAWINGS: Article 1.16 of the Standard Specifications shall be deleted in its entirely.
- 7. <u>CONTRACT</u>: Article 1.19 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

"1.19 CONTRACT: The written agreement between the CONTRACTOR and the OWNER governing the performance of the work and the furnishing of labor, materials, tools, equipment and incidentals necessary for the construction of the work. The Contract Documents shall include the CONTRACTOR's Bid, Standard Specifications, Supplements and Amendments to the General Provisions, any Special Provisions, Performance Bond, and Notice to Proceed. It shall also include any and all Supplemental Agreements and Change Orders required to complete the construction of the work in a substantial and acceptable manner."

8. <u>CONTRACT TIME</u>: Article 1.25 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

"1.25 CONTRACT TIME: The number of calendar days shown in the Contractor's bid, representing the time allowed and agreed upon by both parties for the completion of all items of work contemplated in the Contract."

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9. <u>CALENDAR DAYS</u>: Article 1.26 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

"1.26 CALENDAR DAYS: A calendar day is defined as any day shown on the calendar beginning and ending at midnight."

10. <u>CONSULTING ENGINEER</u>: Article 1.29 shall be added to the Standard Specifications as follows;

"1.29 CONSULTING ENGINEER: When the OWNER employs a consulting engineer, he shall be identified in the Notice to Proceed."

11. PROPOSAL REQUIREMENTS AND CONDITIONS:

Section 2 of the Standard Specification shall be deleted in its entirety.

- 12. <u>CONSIDERATION OF BIDS</u>: Article 3.01 of the Standard Specifications shall be deleted in its entirety.
- 13. <u>AWARD OF CONTRACT</u>: Article 3.02 of the Standard Specifications shall be deleted in its entirety.
- 14. **<u>RETURN OF PROPOSAL GUARANTIES</u>**: Article 3.03 of the Standard Specification shall be deleted in its entirety.
- 15. **REQUIREMENTS OF CONTRACT BONDS**: Article 3.04 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

"3.04 REQUIREMENTS OF CONTRACT BONDS: In order to insure the faithful performance of each and every condition, stipulation, and requirement of the contract, for the prompt payment to all persons supplying labor and materials in prosecution of the work and to indemnify and save the OWNER harmless from any and all damages, either directly or indirectly, arising out of any failure to perform the same, the successful bidder to whom the contract is awarded shall, within 48 hours from the time of the issuance of the notice to proceed, furnish and deliver a Payment Bond and a Performance Bond each in an amount not less than the full amount of the contract. These bonds may be made by any surety company that is authorized to do business in the State of Mississippi and listed on the United States Treasury Department's list of acceptable sureties, or such bonds may be guaranteed by a personal surety as provided herein. The personal surety shall deposit with the State Treasurer cash or certificates of deposit in an amount not less than the amount of the contract, and the State Treasurer shall hold that amount in trust and on deposit for the benefit of the OWNER. Except for personal sureties, no surety or surety company shall be allowed to guarantee or write bonds for the benefit of the public body that is a party to a contract providing for the construction or public work unless that surety is listed on the United States Treasury Department's list of acceptable sureties. Such bonds shall be on the forms approved by the OWNER and must be signed or countersigned by a Mississippi Resident Agent who has filed with the OWNER such papers necessary to show himself qualified for the execution of such instruments.

When specifically required by the Contract Documents, the CONTRACTOR shall furnish and deliver to the OWNER any additional bonds that may be required such as a Maintenance Bond or other special bond which may be specified to protect the OWNER on particularly hazardous projects.

Contractors shall comply with the insurance requirements set forth in Paragraph 17 of these Supplements and Amendments to the General Provisions.

Any person supplying labor or materials for the prosecution of the work described in the Contract Documents shall, upon request to the OWNER, be furnished with a certified copy of the contract and bonds."

16. EXECUTION OF CONTRACT:

Article 3.05 of the Standard Specifications shall be deleted in its entirety and the following substituted therefore:

The person, firm, or corporation, to whom or to which the contract has been awarded, shall sign all necessary documents required by said contract with City of Jackson and return them to the Engineer within 48 hours after the bidder has received a Notice to Proceed. The Contract and Contract Bonds shall be executed only on the forms prepared and furnished by the OWNER.

17. <u>APPROVAL OF CONTRACT</u>: Article 3.06 of the Standard Specifications shall be deleted in its entirety and the following substituted therefore:

The work being performed under this contract is being performed pursuant to the City of Jackson's emergency purchasing procedure. Written authorization by the Mayor is sufficient to authorize work under this contract.

18. SCOPE OF WORK:

Section 4 of the Standard Specification is deleted in its entirety.

19. CONTROL OF WORK:

Article 5 of the Standard Specifications shall be amended as follows:

- (a) Delete Subsection 5.02 in its entirety.
- (b) Delete Subsection 5.03 in its entirety.
- (c) Delete Subsection 5.04 from the City of Jackson Standard Specifications and substitute therefore the following: Coordination of Specifications and Special Provisions: The Standard Specifications, Special Provisions and all supplemental documents are essential parts of the Contract, and a requirement occurring in one is just as binding as though occurring in all. They are intended to be complementary and to described and provide for the complete Work. Special provisions shall govern over standard specifications and supplements and amendments to the standard specifications.

The CONTRACTOR shall not take advantage of any apparent error or omission in the specifications. In the event the CONTRACTOR discovers any apparent error or discrepancy, it shall immediately notify the Engineer in writing requesting his interpretation and the Engineer will make such corrections and decisions in writing as may be deemed necessary to carry out the intent of the Work Order.

(c) Cooperation of CONTRACTOR: Add to Subsection 5.05 the following:

"The CONTRACTOR shall, upon the recommendation of the Engineer and the concurrence of the OWNER, replace any CONTRACTOR's representative deemed incapable of meeting the requirements of Paragraph 2 of this subsection. Such replacement will be conducted without delay, additional compensation or a contract time extension. Failure to conduct such replacement shall cause payments to the CONTRACTOR to be withheld until replacement is made."

20. CONSTRUCTION STAKES:

Article 5.07 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

"5.07 CONSTRUCTION STAKES: The Engineer will establish bench marks and horizontal control points in close proximity to the work. From these control points, the CONTRACTOR shall lay out the work by establishing all lines and grades necessary to control the work and shall be responsible for the precise location of all facilities. All survey, layout and measurement work from the Engineer's control points shall be the sole responsibility of the CONTRACTOR. This shall include (but not be limited to) setting grade stakes, offset stakes, easement limits, batter boards, centerline, structure layout, bench-mark elevation transfer and any other work necessary to establish lines and grades.

The Engineer may make checks as the work progresses to verify lines and grades established by the CONTRACTOR to determine the conformance of the completed work as it progresses with the requirements of the Contract Documents. Such checking by the Engineer shall not relieve the CONTRACTOR of his responsibility to perform all work in connection with the Contract Documents and the lines and grades given herein, if any.

The CONTRACTOR shall inform the Engineer a reasonable time in advance so that control points can be furnished and measurements for record and payment made with a minimum inconvenience to the Engineer and minimum delay to the CONTRACTOR."

21. LAWS TO BE OBSERVED

Article 7.01 of the Standard Specifications shall be amended to include the following paragraph;

"The CONTRACTOR shall conform to all applicable federal, state, and local laws and the rules and regulations of all authorities having jurisdiction over the construction of the project. No statement or requirement in these specifications shall be construed to abrogate any applicable federal, state, or local law. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein by reference and the Contract shall read and enforce as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application of either party the Contract shall forth wise be physically amended to make such insertion or correction."

22. INSURANCE REQUIREMENTS:

Article 7.03 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

"7.03 INSURANCE REQUIREMENTS: Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the CONTRACTOR under the terms of the Contract. The CONTRACTOR shall procure and maintain, at his own expense, any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the work.

The CONTRACTOR shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the City of Jackson.

If a part of this Contract is sublet, the CONTRACTOR shall require each subcontractor to carry insurance of the same kinds and in like amounts as carried by the prime CONTRACTOR.

The certificate of insurance must be proved on the current ACORD Certificate of Liability Insurance Form 25, Certificate of Liability Insurance. Certificates of insurance shall state that thirty (30) days written notice will be given to the OWNER before the policy is canceled or changed. No CONTRACTOR or subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the OWNER. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies. Failure to file certificates shall not relieve the CONTRACTOR's responsibility to obtain such coverage as required. In addition to the insurance certificates, CONTRACTOR shall provide the OWNER with copies of the policies of insurance required upon request from the OWNER.

The CONTRACTOR shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance:

(a) Workmen's Compensation and Employer's Liability Insurance.

This Insurance shall protect the CONTRACTOR against all claims under applicable State Workmen's Compensation Laws. The CONTRACTOR shall also be protected and shall cause each subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workmen's Compensation law. The liability limits shall not be

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less than the required statutory limits for Workmen's Compensation and Employer's Liability in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person. This policy shall include an "all states" endorsement.

(b) <u>CONTRACTOR's Comprehensive Public Liability and Property Damage</u> Insurance, covering all operations in connection with the performance of this <u>Contract in amounts not less than the following</u>:

Bodily injury liability in the amount of ONE MILLION DOLLARS (\$1,000,000.00) for each person and ONE MILLION DOLLARS (\$1,000,000.00) for each accident and property damage liability in the amount of ONE MILLION DOLLARS (\$1,000,000.00) for all damages arising out of injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the prime and the subcontractors shall contain an endorsement to include the coverage of the following hazards:

- (1) Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the CONTRACTOR's operations.
- (2) The collapse of and structural injury to any building, structure or property on or adjacent to the OWNER'S premises caused by the CONTRACTOR's operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- (3) Contractual Liability Coverage for the "Hold Harmless" segments of the Contract Documents.
- (c) CONTRACTOR's Contingent or Protective Liability and Property Damage:

In case part of this Contract is sublet, the CONTRACTOR shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his subcontractors in the execution of work included in the Contract. In no case shall the amount of such protection be less than the limits of ONE MILLION DOLLARS (\$1,000,000) for Public Liability Insurance and ONE MILLION DOLLARS (\$1,000,000) for Property Damage Insurance. The coverage in each case shall be acceptable to the OWNER.

(d) Automotive Public Liability and Property Damage:

The CONTRACTOR shall maintain automobile public liability insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) for injury to one

person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) for one accident to protect him from any and all claims arising from the use of the following:

- (1) CONTRACTOR's own automobiles and trucks.
- (2) Hired automobiles and trucks.
- (3) Automobiles and trucks owned by subcontractors.

The above is to cover use of automobiles and trucks on and off the site of the project.

(e) Owner's Protective Liability Policy:

The CONTRACTOR shall maintain Owner's Protective Liability Insurance with the City of Jackson as named insured and the Consulting Engineer, and their servants, agents and employees; and Mississippi Power and Light Company and Mississippi Valley Gas (when work is performed on, across or beneath their rightof-way) as additional insureds in amounts not less than the following:

- (1) Bodily injury in the amount of ONE MILLION DOLLARS (\$1,000,000.00) for each person and ONE MILLION DOLLARS (\$1,000,000.00) for each accident and property damage liability in the amount of ONE MILLION DOLLARS (\$1,000,000.00) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000.00) for all damages arising out of destruction of property damages arising out of injury to or destruction of property during the policy period.
- (f) Builder's Risk Insurance (Fire and Extended Coverage):

Until the Project is completed and is accepted by the Owner, the CONTRACTOR is required to maintain Builder's Risk Insurance (fire and extended coverage) adequate to fully cover the insurable portion of the project for the benefit of the Owner, the prime CONTRACTOR, and subcontractors as their interest may appear.

- (g) Railroad Protective and Liability Policy:
 - (1) When work is to be performed on, across or beneath railroad right-of-way, the CONTRACTOR shall protect, indemnify and save harmless the RAILROAD COMPANY, or any other railroad company on whose rightof-way work is to be performed, from and against any and all damage, loss, claims, judgments or expenses which the Railroad may suffer or be subjected to by the performance of the work, including but without limitation to injury to or death of any person whomsoever and destruction of or damage to any property whatsoever. This indemnity shall prevail regardless of negligence on the part of the Railroad and regardless of any breach or alleged breach of any statutory or other legal duty imposed by law

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on the Railroad, it being the intention of the parties hereto that the CONTRACTOR shall be solely responsible for all such injury, death, loss or damage which would not have occurred if the work had not been initiated.

The CONTRACTOR shall protect, indemnify and save harmless the Railroad from and against any and all damage, loss, claims judgments and expenses which the Railroad may suffer or be subjected to by reason of or in any way arising out of personal injury to or death of any employee or agent of the CONTRACTOR or destruction of or damage to any property of the CONTRACTOR occurring while traveling or being transported to or from the work site. This indemnity shall prevail regardless of negligence on the part of the Railroad, and regardless of any breach or alleged breach of any statutory or other legal duty imposed by law on the Railroad, it being the intention of the parties hereto that the CONTRACTOR shall be solely responsible for all such injury, death, destruction or damage which would not have occurred if the work had not been initiated.

(2) The CONTRACTOR shall provide broad form contractual insurance covering the INDEMNITY CLAUSE set forth hereinabove.

The CONTRACTOR shall also provide Standard Railroad Protective Insurance to fully protect the Railroad from any loss, liability, claims or expenses whatsoever directly or indirectly resulting from or arising out of or incident to work required of the OWNER under this Contract and performed by the CONTRACTORs and subcontractors working for the OWNER, irrespective of negligence of such CONTRACTORs and subcontractors, the Railroad, the OWNER, or officers, agents or employees thereof. Said policy shall provide protection to the Railroad for injury to or death of any person whomsoever, including but not limited to employees of the Railroad, and for damage to any property whatsoever including but not limited to property owned by or in the custody of the Railroad.

The CONTRACTOR shall either (1) require each of his subcontractors to procure and to maintain during the life of his Subcontract, subcontractors' Insurance of the type and coverage and in the same amounts as specified above, or (2) insure the activities of his subcontractors in his own policy.

The policies of insurance required shall be satisfactory to the Railroad and endorsed for not less than thirty (30) days written notice prior to changes, cancellation or expiration.

If a Railroad Protective and Liability Policy is required for this Project, the amounts and limits of coverage shall be stated in an addendum or addenda and such addenda will be furnished to all prospective Bidders. All insurance policies shall remain in effect on portions of the work which have been completed and which may or may not be occupied or utilized by the OWNER prior to the completion and acceptance of the work included in the Contract.

23. PUBLIC SAFETY: BARRICADES, SIGNS AND LIGHTS:

Article 7.09 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor;

"7.09 PUBLIC SAFETY: BARRICADES, SIGNS AND LIGHTS: Prior to any work, the CONTRACTOR shall have available barricades, signs and lights in sufficient quantity to properly mark each street or any part thereof that is under construction in a manner in which the general public will readily know that the street is under construction and caution is necessary. These barricades, signs and lights shall be located to serve as warning, directive and instructive signs. Within the limits of the Plans and Specifications, the decision of the Engineer shall be final as to the type, number and location of all barricades, signs and lights.

In all cases, the type, number and location of all barricades, signs and lights shall conform to the standards set forth in the "Manual on Uniform Traffic Control Devices for Streets and Highways" as adopted by the City Council.

At all points along the work, where the nature of the construction operations in progress and the equipment and machinery in use are of such a character as to endanger passing traffic, the CONTRACTOR shall, regardless of the time of day, provide such barricades, signs and lights. Watchmen will be stationed where necessary to insure against accidents and avoid damage or injury to passing traffic.

The CONTRACTOR shall, for twenty-four (24) hours per day during the total time of the Contract (Sundays and holidays included), maintain an emergency telephone number and have available at this telephone a man to take emergency calls. This man shall have the authority to direct men and materials to the point of emergency for necessary corrective measures.

Immediately upon the receipt of the construction work order and prior to the beginning of the work, the CONTRACTOR shall notify the Engineer in writing of the aforementioned emergency telephone number giving the names of the men assigned the respective shifts.

Barricades and signs shall meet the construction requirements set forth in the "Manual on Uniform Traffic Control Devices for Streets and Highways". Lights shall also comply with requirements outlined in the "Manual on Uniform Traffic Control Devices for Streets and Highways".

All barricades, signs and lights shall be maintained in first-class condition. Barricades and signs shall be repaired, cleaned or repainted as the case necessitates to maintain a neat, presentable and secure barricade. Lights shall be repaired, cleaned, adjusted and refilled or batteries recharged to insure a minimum of twenty-four (24) hours continuous burning. The CONTRACTOR shall, at any time that he is so directed by the Engineer, repair,

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remove or replace any sign, barricade or light if, in the opinion of the Engineer, the said sign, barricade or light is not performing its function as set forth in these Contract Documents.

24. **PROTECTION AND RESTORATION OF PROPERTY:**

Article 7.10 of the Standard Specifications shall be amended to include the following paragraphs:

"The CONTRACTOR will be required to protect adjacent property from dust caused by his operations to the maximum extent possible. Watering equipment shall be available on the project site at all times and shall be used as needed to control the formation of dust. The equipment and operators therefor shall be available at all times including nights, weekends, and holidays.

The CONTRACTOR shall furnish all necessary equipment and labor for cleaning of streets (mud, dust, pavement, etc.), removal of debris, cleaning of ditches, etc. to protect the traveling public, adjacent property owners and existing structures. Equipment and operators shall be available at all times including nights, weekends and holidays.

The CONTRACTOR shall be accountable for any damages resulting from his operations. He shall be fully responsible for the protection of all persons including members of the public, employees of the Owner, and employees of other CONTRACTORs or subcontractors, and all public and private property including structures, sewers and utilities, above and below ground.

The CONTRACTOR shall furnish and maintain all necessary safety equipment, such as barriers, signs, warning lights, and guards, to provide adequate protection of persons and property.

The CONTRACTOR shall give reasonable notice to the Owners of public or private property and utilities when such property and utilities are liable to injury or damage through the performance of the work, and shall make all necessary arrangements with such owners relative to the removal and replacement or protection of such property or utilities."

25. <u>CONTRACTOR'S RESPONSIBILITY FOR PROTECTION OF UTILITY</u> <u>PROPERTIES AND SERVICE</u>:

Article 7.14 of the Standard Specifications shall be amended to include the following paragraphs:

"Existing underground and/or overhead utilities such as water mains, gas mains, sewers, telephone lines, power-lines, and other structures in the vicinity of the work to be done hereunder are indicated on the drawings only to the extent such information has been made available to or discovered by the Engineer in preparing the drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed. The CONTRACTOR shall be solely responsible for locating all existing underground installations, in advance of excavating or trenching, by contacting the Owners thereof and prospecting. The CONTRACTOR shall use his own information and shall not rely upon any information shown on the drawings concerning existing underground installations.

Any delay, additional work, or extra cost to the CONTRACTOR caused by existing underground installations shall not constitute a claim for extra work, additional payment, or damages.

The sanitary sewers and water mains are property of the City of Jackson, Mississippi. An effort has been made to show all existing underground utilities on the Contract Drawings and the CONTRACTOR shall use maximum care to avoid damage to any facility which is to remain in service in its existing location. Any facility damaged through negligence on the part of the CONTRACTOR shall be restored at his expense. All sanitary sewers and water mains within the work area shall be maintained in service by the CONTRACTOR. Any work required to maintain said service shall be done at the CONTRACTOR's expense.

All power lines are the property of Entergy. All construction work in the vicinity of the overhead distribution lines shall be conducted in such a manner that a clearance of not less than eight (8) feet from said lines shall be maintained at all times. In the event the CONTRACTOR finds it impossible to maintain the above required clearance, it shall be his responsibility to notify Entergy sufficiently in advance so that corrective measures can be taken without undue delay in the work. Any guarding and/or temporary relocation of overhead distribution lines will be done by Entergy at the CONTRACTOR's expense.

All underground telephone facilities are the property of BellSouth. If underground ducts must be removed or relocated for the construction of this Project, they will be so removed by BellSouth at no expense to the CONTRACTOR. The CONTRACTOR will, however, coordinate his work and needs with the telephone company to assure a minimum amount of conflicts and delays. Should telephone facilities be found during construction which are not shown on the Contract Drawings or facilities which have not been located prior to construction and are obstructions, the CONTRACTOR shall notify the Engineer and receive instructions before proceeding with his work at the point of conflict.

Underground gas lines which are the property of ATMOS Energy, formerly known as Mississippi Valley Gas Company, will be treated in the same manner as outlined above for telephone utilities. Gas lines, which must be relocated, will be relocated by Mississippi Valley Gas Company at no expense to the CONTRACTOR.

The CONTRACTOR will coordinate his work and needs with all utility companies including telephone, natural gas, cable television, and any private utilities, to assure a minimum amount of conflicts and delays. Should telephone facilities be found during construction which have not been located prior to construction and are obstructions, the CONTRACTOR shall notify the Engineer and receive instructions before proceeding with his work at the point of conflict."

26. **<u>GUARANTEE PERIOD</u>**:

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The Standard Specifications shall be amended to include the following Article:

"7.18 GUARANTEE PERIOD: The CONTRACTOR shall warrant all materials and equipment furnished and all work performed for a period of one (1) year from the date of final acceptance of the work in writing by the OWNER, unless a longer time period is specified for specific materials and/or workmanship in the Technical Specifications.

Within the guarantee period and upon notification of the CONTRACTOR by the Owner, the CONTRACTOR shall promptly make all needed adjustments, repairs or replacements arising out of defects which, in the judgment of the Engineer or the Owner, become necessary during such period.

The cost of all materials, parts, labor, transportation, supervision, special tools, and supplies required for replacement of parts, repair of parts, or correction of abnormalities shall be paid by the CONTRACTOR, or by his surety under the terms of the Performance Bond.

The CONTRACTOR also extends the terms of this guarantee to cover repaired parts and all replacement parts furnished under the guarantee provisions for a period of one year from the date of their installation.

If within ten (10) days after the Owner gives the CONTRACTOR notice of a defect, failure, or abnormality of the work, the CONTRACTOR neglects to make, or undertake with due diligence to make, the necessary repairs or adjustments, the Owner is hereby authorized to make the repairs or adjustments himself or order the work to be done by a third party, the cost of the work to be paid by the CONTRACTOR.

In the event of an emergency where, in the judgment of the Owner, delay would cause serious loss or damage, repairs or adjustments may be made by the Owner, or a third party chosen by the Owner, without giving notice to the CONTRACTOR, and the cost of the work shall be paid by the CONTRACTOR, or by his surety under the terms of the Performance Bond."

27. SUBLETTING OR ASSIGNING CONTRACTS:

Article 8.01 of the Standard Specifications is hereby amended as follows:

In Subsection 8.01 "Subletting or Assigning Contracts" of the City of Jackson Standard Specifications, change Seventy-Five Percent (75%) to Fifty Percent (50%). (See Paragraph 1 and Paragraph 2.)

28. PROSECUTION OF THE WORK

Article 8.02 of the Standard Specifications shall be deleted in its entirety and substituted with the following paragraphs:

"If at any time the CONTRACTOR's plant or equipment or his methods of executing the work appear to the Engineer to be inadequate to insure the required safety, quality, or rate of progress of the work, the Engineer may order the CONTRACTOR to increase or improve his facilities or methods and the CONTRACTOR shall promptly comply with such orders; but neither compliance with such orders nor failure of the Engineer to issue such orders shall relieve the CONTRACTOR from his obligation to secure the degree of safety, the quality of work, and the rate of progress required by this Contract. The CONTRACTOR alone shall be responsible for the safety, adequacy, and efficiency of his plant, equipment and methods. The CONTRACTOR shall be entirely responsible for the preparation and implementation of all safety programs.

Any method of work suggested by the Owner or Engineer, but not specified, shall be used at the risk and responsibility of the CONTRACTOR; and the Engineer and Owner will assume no responsibility therefor.

Approval by the Owner or Engineer of any plan or method of work proposed by the CONTRACTOR shall not relieve the CONTRACTOR of any responsibility therefor, and such approval shall not be considered as an assumption of any risk or liability by the Owner or Engineer, or any officer, agent, or employee thereof. The CONTRACTOR shall have no claim on account of the failure or inefficiency of any plan or method so approved."

29. DETERMINATION OF EXTENSION OF CONTRACT TIME:

Article 8.06 of the Standard Specification is deleted in its entirety.

30. FAILURE TO COMPLETE THE WORK ON TIME:

Article 8.07 of the Standard Specification is deleted in its entirety.

28. TERMINATION OF CONTRACT

Article 8.08 of the Standard Specifications shall be amended as follows:

Subsection (1) is amended to state: "(1) Substantial Evidence that the progress being made by the Contractor is consistent with the expectation that the time is of the essence in completion of the work and the work shall be completed as expeditiously as possible on the circumstances.

The fourth paragraph of subsection (5) is amended to state: "After termination, the City may then order the surety to arrange for the prosecution of the work. In the event the surety does not proceed with the prosecution of the work within a period of ten (10) days from the date on which the contract was terminated, the Director may proceed with assigning the completion of the work to another Term Bid Contractor." The remainder of subsection (5) remains as stated in the Standard Specifications.

31. FULFILLMENT OF CONTRACT:

Article 8.09 of the Standard Specifications shall be deleted and the following substituted therefor:

"8.09 FULFILLMENT OF CONTRACT: The contract shall be considered complete when all work has been satisfactorily completed, the final inspection made, the work accepted by the OWNER, the final estimate paid, and the warranty period has expired. The CONTRACTOR will then be released from further obligation except as set forth in the contract bonds, or as provided by law.

32. COMPENSATION FOR ALTERED QUANTITIES:

Article 9.03 of the Standard Specification is deleted in its entirety.

33. COMPENSATION FOR EXTRA AND FORCE ACCOUNT WORK:

Article 9.04 of the Standard Specification is deleted in its entirety.

34. PAYMENT FOR OMITTED ITEMS:

Article 9.05 of the Standard Specification is deleted in its entirety.

35. MONTHLY ESTIMATES AND PARTIAL PAYMENTS:

Article 9.06 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor:

The OWNER anticipates that this work will be completed within 30 days. Under such circumstances, the OWNER will make process a single Final Payment Request under the terms of paragraph 36 below.

In the event that the work is anticipated to extend beyond 30 days, the OWNER will make partial payments under the following terms:

MONTHLY ESTIMATES AND PARTIAL PAYMENTS: The CONTRACTOR's partial payment period shall end the 15th of each month. The CONTRACTOR shall submit acceptable Partial Payment Requests to the Engineer by the 20th of each month provided that the amount due on completed work is at least FIVE HUNDRED DOLLARS (\$500.00). The Engineer shall forward the Partial Payment Request with his recommendation to the OWNER within five (5) working days after receipt from the CONTRACTOR.

The Owner will pay to the CONTRACTOR in the manner and at such times and amounts as set forth in the Contract Documents. The Owner shall be entitled to retain five percent (5%) of the amount of each payment until satisfactory completion and acceptance by the Owner of all work covered by the Contract Documents and any amendments to the Contract Documents. If the total amount of this contract is Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater, or the CONTRACTOR subcontracts any of the contract, regardless of amount, Owner shall be entitled to retain five percent (5%) of the amount of each payment until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the engineer's opinion, at which time the Owner will pay fifty percent (50%) of the retainage held to date to the CONTRACTOR for distribution to the appropriate subcontractors and suppliers. Thereafter, the Owner shall be entitled to retain two and onehalf percent $(2\frac{1}{2}\%)$ of the amount of each payment until satisfactory completion and acceptance by the Owner of all work covered by the Contract Documents and any amendments to the Contract Documents. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the City Council, the Engineer may be authorized to include in any monthly estimate advances covering approximately ninety-five percent (95%) of the value of unused materials delivered and stored on the site of the work.

The Owner will pay the CONTRACTOR within forty-five (45) calendar days of receipt of invoices by the OWNER indicating interim payments or monies due to the CONTRACTOR, provided part of the amount due is not disputed by the OWNER. If an amount is disputed, the OWNER will pay the undisputed portion of the invoice. If monies are not paid within sixty (45) calendar days, then they shall bear interest from the due date until paid at the rate of one percent (1%) per month until fully paid. The Owner shall be entitled to retain five percent (5%) of the amount of each pay estimate until completion and acceptance of all work covered by the Contract Documents and Drawings.

Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. This sum will not be included in a subsequent estimate until the defects have been remedied to the Engineer's satisfaction.

The OWNER reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the OWNER, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the CONTRACTOR or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

The CONTRACTOR may, with the written consent of his or its surety, from time to time, withdraw the whole or any portion of the amount retained from payments due the CONTRACTOR pursuant to the terms of the contract by depositing with the Treasurer of the City of Jackson the following security, or any combination thereof in an amount equal to or in excess of the amount so withdrawn, said securities to be accepted at the time of deposit at market value but not in excess of par value, to wit:

- (1) U.S. Treasury Bonds, U.S. Treasury Notes, U.S. Treasury Certificates of Indebtedness, or U.S. Treasury Bills, or
- (2) Bonds or notes of the State of Mississippi, or
- (3) Bonds of any political subdivision of the State of Mississippi, or
- (4) Certificates of Deposit issued by commercial banks located in the State of Mississippi, provided that such certificate is negotiable or is accompanied by a power of attorney executed by the owner of the certificate in favor of the Treasurer of the City of Jackson, or
- (5) Certificates of deposit issued by savings and loan associations located in the State of Mississippi, the accounts of which are insured by the Federal Savings and Loan Insurance Corporation, or whose accounts are insured by a company approved by the State Board of Savings and Loan Associations, provided that such certificate is made payable with accrued interest on demand and is accompanied by a power of

44

attorney executed by the owner of the certificate in favor of the Treasurer of the City of Jackson, and provided that any such certificate from any of the savings and loan associations referred to in this subparagraph shall not be for an amount in excess of the maximum dollar amount of coverage of the Federal Savings and Loan Insurance Corporation.

In the event the CONTRACTOR defaults in the performance of the Contract or any portion thereof, the securities deposited by him in lieu of retainage and all interest, coupons, and income accruing on the securities after the default, may be sold by the OWNER, and the proceeds of the sale applied as if they represented the retainage provided for under the contract.

36. FINAL ESTIMATE AND PAYMENT:

Article 9.08 of the Standard Specifications and Amendments appended thereto shall be deleted in its entirety and the following substituted therefor:

"9.08 FINAL ESTIMATE AND PAYMENT: After final inspection and acceptance of the work, the Engineer will prepare a final estimate of the work done under the Contract and compute the value thereof including all extra work performed under authorized agreements. Quantities of pay items shown on all prior monthly estimates shall be subject to correction in the final estimate. From the amount of the final estimate there shall be deducted all partial payments previously made to the CONTRACTOR including advances on materials, liquidated damages for overrun in Contract time, if any, and all other charges legally chargeable to the CONTRACTOR under the terms of the Contract.

The balance due shall be paid to the CONTRACTOR within forty-five (45) days after acceptance of the work; provided however, that prior to delivery to the CONTRACTOR of the final payment, the CONTRACTOR shall first furnish the OWNER a properly notarized affidavit certifying that all claims, liens or other outstanding obligations incurred by him and his Subcontractors in the performance of the work have been paid and settled.

The CONTRACTOR shall also provide the Engineer, prior to final payment, a set of marked up construction drawings showing changes incorporated during construction, actual field conditions encountered, change orders, conflicts, and the true location of all utilities discovered during construction.

The OWNER may also withhold final payment to the CONTRACTOR unless the CONTRACTOR'S surety agrees in writing to the release of the retainage and final settlement.

Final payment by the OWNER shall terminate the Contract and relieve the CONTRACTOR of any further obligation to the OWNER in connection with the work covered by the Contract except for correction of deficiencies, if any, which occur within the one-year warranty period, unless a longer time period is specified for specific materials and/or workmanship in the Technical Specifications; provided however, that final payment or nothing herein shall release the CONTRACTOR or his surety from responsibility for any claims arising out of faulty or defective work or occasioned by fraud, whether

concealed or unconcealed, wrongful act, overcharge or failure to discharge the obligations assumed under the terms and conditions of the Performance Bond or as required by statutory law.

Payment of the final estimate by the OWNER and the acceptance by the CONTRACTOR of the remaining monies due him in full settlement shall operate as a waiver of all claims by the CONTRACTOR against the OWNER, its officials, employees and agents and thereby releases the OWNER from any further obligations under the Contract."

37 PAYMENT OF INTEREST ON DELINQUENT ACCOUNTS:

If the CONTRACTOR has a delinquent balance owed to any subcontractor(s)or supplier(s), then the CONTRACTOR shall, upon any payment to the CONTRACTOR by the OWNER, pay each subcontractor and supplier in proportion to the percentage of work completed by the subcontractor or supplier. If the CONTRACTOR receives less than the full payment due under the Contract, the CONTRACTOR shall be obligated to disburse a pro rata share of the funds received, with the CONTRACTOR, subcontractor(s) and material supplier(s) each receiving a prorated portion based on the amount due on the payment. If the CONTRACTOR fails to make any payment to the subcontractor(s) or material supplier(s) within fifteen (15) days after the receipt of payment from the OWNER under the Contract without cause, the CONTRACTOR shall pay to the subcontractor(s) and material supplier(s), in addition to the payment due to them, a penalty in the amount of one-half of one percent (1/2%) per day of the delinquency, calculated from the expiration of the fifteen (15) day period until fully paid. The total penalty shall not exceed fifteen percent (15%) of the outstanding balance due.

38. **<u>RIGHTS-OF-WAY</u>**:

The necessary rights-of-way for the project will be provided by the Owner. The CONTRACTOR shall confine his construction operations to the easements shown on the Contract Drawings and shall use due care in placing construction tools, equipment, excavated materials and pipeline materials and supplies, so as to cause the least possible damage to property and interference with traffic.

Temporary construction easements across private property are as indicated on the Contract Drawings. The boundaries of the construction easements across all property shall be established by the CONTRACTOR and marked with stakes and these stakes shall be protected and maintained by the CONTRACTOR until completion and cleanup. The CONTRACTOR will limit his construction operations to the temporary easement areas.

If it is necessary or desirable that the CONTRACTOR use land outside of the temporary construction easements, the CONTRACTOR shall obtain consent from and shall execute a written agreement with, the Owner and tenant of the land.

39. <u>POWER</u>:

02/24/2020

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The CONTRACTOR shall provide all temporary electric power and light. He shall make all necessary applications, obtain and pay for required permits for the temporary service and pay all fees and charges for the electrical energy used.

40. EQUALS:

Whenever in these Contract Documents a particular brand, make of material, device, or equipment is specified, followed by the words "or equal", such brand, make of material, device or equipment should be regarded merely as establishing a standard of quality. If two or more brands, makes of material, devices or equipment are shown or specified, each should be regarded as the equal of the other. Any other brand, make of material, device or equipment which, in the opinion of the Engineer, is the recognized equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, may be accepted by the Engineer as a substitute and must be approved in writing by the Engineer before being used and all materials and workman-ship shall in every respect be in accordance with what, in the opinion of the Engineer, is the best modern practice.

41. CLAIMS FOR LABOR AND MATERIALS:

The CONTRACTOR shall indemnify and save harmless the Owner and Engineer from all claims for labor and materials furnished under this Contract. When requested by the Owner, the CONTRACTOR shall submit satisfactory evidence that all persons, firms or corporations who have done work or furnished materials under this Contract, for which the Owner may become liable under the laws of the state, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount will be retained from money due the CONTRACTOR, which in addition to any other sums that may be retained will be sufficient, in the opinion of the Owner, to meet all claims of the persons, firms and corporation as aforesaid. Such sum shall be retained until the liabilities as aforementioned are fully discharged or satisfactorily secured.

42. ACTIONS ON PERFORMANCE AND PAYMENT BONDS

Every person who has furnished labor or material used in the prosecution of the work provided for in this Contract in respect of which a payment bond is furnished and who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of the labor was performed by him or the last of the materials furnished by him and for which a claim is made, provided the work or materials provided were approved, where required, by the OWNER, its architect, engineers, or where such approval is being withheld due to unreasonable acts of the CONTRACTOR, shall have the right to sue on the Payment Bond for the amount, or the balance that is due and payable, but unpaid at the time of the institution of such suit, and to prosecute the suit to a final execution judgment.

Any person having a direct contractual relationship with a subcontractor but no contractual relationship express or implied with the CONTRACTOR shall have a right of action upon the Payment Bond upon giving written notice to CONTRACTOR within ninety (90) days from the date on which the person(s) did or performed the last of the labor or furnished or supplied the last of the material for which the claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the material was furnished or supplied or for whom the labor was done or performed. The notice to CONTRACTOR shall be given in writing by the claimant to the CONTRACTOR or surety at any place where the surety or CONTRACTOR maintains an office or conducts business. The notice may be personally delivered by the claimant, or it may be mailed by certified mail, return receipt requested, postage prepaid, to the CONTRACTOR or surety. No such action may be maintained by any person not having a direct contractual relationship with the CONTRACTOR-principal, unless the notice requirements have been met.

When a suit is instituted on a payment bond, it shall be commenced within one (1) year after the day on which the last of the labor was performed or material was supplied by the person bringing the action.

When a suit is initiated on a performance bond, it shall be commenced within one (1) year after the OWNER shall have made final payment on this Agreement; provided, however, if the contract is abandoned by the CONTRACTOR as bond principal or terminated by the OWNER, suit shall be commenced within one (1) year after the earlier of the abandonment by the CONTRACTOR or termination by the OWNER.

43. INCLUSION OF SUBCONTRACTORS:

The CONTRACTOR shall include all applicable provisions of these specifications in all subcontracts for work to be performed under this Contract.

44. DAILY REPORTS:

(1)

A daily report shall be filled out by the CONTRACTOR. This report shall include the date, number of men on the job, material delivered (if any), equipment on the job site (used or stored) and activities of the job that day. A report form will be supplied by the Engineer. This report shall be given to the Utility Manager or Engineer no later than the shutdown of work the following day.

All Records pertaining to the construction of this project shall be maintained during the course of the Work and preserved for a period of three (3) years by the CONTRACTOR after final payment by the OWNER to the CONTRACTOR.

45. ALLOWANCES

- (1) It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- (2) Cash Allowances

- (a) CONTRACTOR agrees that:
 - i. the cash allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - ii. CONTRACTOR's cost for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
 - iii. Cash allowances stipulated to be paid, if any, to any third party for damages or reimbursement, shall not be cause for the CONTRACTOR to demand additional payment under the contract.
- (3) Contingency Allowance
 - (a) CONTRACTOR agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- (4) Prior to final payment an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

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St Ann and Laurel St Emergency Sewer Repair

I certify this to be a true and accurate tabulation of bids received by the Engineering Division at 3:00 pm, July 10, 2023

Robert Lee, P.E. Director of Public Works and City Engineer City of Jackson

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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P.0. Box 17 AUTHORIZED REPRESENTATIVE			TATIVE	AUTHORIZED REPRESE		7	P .0. Box 17
Jackson MS 39205			•	MAARKI			
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ORDER RATIFYING PROCUREMENT OF REPAIRS, PARTS, AND SERVICES FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS FOR THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, Department of Public Works had need of certain repairs, parts, and services for the operation and maintenance of the Water Maintenance Division and Water/Sewer Utilities Division; and

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

WHEREAS, the repairs, parts, and services set forth in certain invoices attached to this Order and made part of the minutes were provided to the Department of Public Works, and said work have been rendered and parts provided.

IT IS, THEREFORE, ORDERED that the procurement of the repairs, parts, and services set forth in the invoices attached to the Order is ratified.

IT IS FURTHER ORDERED that payment to the following vendors in the amounts set forth be made, consistent with the attached invoices for the repairs and services performed and the parts provided:

Vendor	Invoice No.	Invoice Date	Amount
Allied Universal Corporation	12812892	9/28/2022	\$ 20,380.00
Basset Claims Adjusting Group Inc	2566001694	1/19/2023	\$45,178.65
Control Systems, Inc.	61917	11/22/2022	\$ 5,712.42
Environment Masters	118142581	4/7/2022	\$ 516.00
Environment Masters	121777652	5/5/2022	\$ 144.00
Environment Masters	126057882	6/13/2022	\$ 1,958.93
Environment Masters	127145204	6/27/2022	\$ 20,115.42
Environment Masters	130078326	7/20/2022	\$ 228.98
Environment Masters	130187154	7/25/2022	\$ 897.11
Environment Masters	135619726	9/21/2022	\$ 161.57
Environment Masters	136752399	10/7/2022	\$ 23,027.82
Fisher Fire Extinguisher Service, Inc.	81623	10/12/2022	\$ 250.00
Fleet Response	46412	4/18/2023	\$ 34,834.88
Gulf States Engineering Company, Inc.	112430	5/22/2023	\$11,240.26
Gray-Daniels Auto Family	362570	11/2/2022	\$ 821.69
Gray-Daniels Auto Family	519222	11/18/2022	\$ 315.00
Herrin Gear Chevrolet	699042	10/25/2022	\$ 383.83
Hydraulic Service & Supply, LLC.	131245	11/18/2022	\$ 14,175.22
Mac Haik Ford	213893	11/3/2022	\$ 558.50

Item #

Date: September 26, 2023

By: R. Lee, Lumumba

		Total	\$347,159.44
United States Geological Survey	91102133	9/13/2023	\$ 19,092.50
United States Geological Survey	91084918	7/12/2023	\$ 19,092.50
United States Geological Survey	91062026	4/12/2023	\$ 19,092.50
United States Geological Survey	91047596	2/10/2023	\$ 19,092.50
United States Geological Survey	91010870	9/8/2022	\$ 18,625.00
United States Geological Survey	90995769	7/15/2022	\$ 18,625.00
United Rentals	212278382-001	10/28/2022	\$ 1,012.54
Stuart C. Irby Company	21001068	7/30/2021	\$ 4,278.34
Standard Crane & Hoist LLC	9-92169	7/31/2022	\$ 318.00
Standard Crane & Hoist LLC	9-92147	6/30/2022	\$ 462.50
Standard Crane & Hoist LLC	9-92099	5/30/2022	\$ 3,220.24
Scott Equipment	X16534	11/22/2022	\$ 3,003.24
Scott Equipment	P45950	11/16/2022	\$ 130.56
River City Equipment Rental & Sales, Inc.	100081A-9	10/18/2022	\$ 2,200.00
Rankin Rental	109100081-0001	11/22/2022	\$ 3,786.84
On The Way	2154	11/17/2022	\$ 165.00
On The Way	2155	11/17/2022	\$ 230.00
Nuttal Gear, LLC	92606461	8/17/2023	\$ 19,984.45
Novelty Machine Works	94865	10/26/2022	\$ 13,117.10
Mel Luna Saw Company	93806	10/10/2022	\$ 89.85
Mel Luna Saw Company	93807	10/10/2022	\$ 91.93
Mel Luna Saw Company	93792	10/10/2022	\$ 71.90
Mel Luna Saw Company	93893	10/10/2022	\$ 180.00
Mel Luna Saw Company	93805	10/10/2022	\$ 217.75
Mac Haik Ford	3099055	11/22/2022	\$ 78.95

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET September 19, 2023 DATE

P	OINTS	COMMENTS				
1.	Brief Description/Purpose	ORDER RATIFYING PROCUREMENT OF SERVICES FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS FOR THE DEPARTMENT OF PUBLIC WORKS				
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure & Transportation				
3.	Who will be affected	Department of Public Works				
4.	Benefits	Authorize payment for services rendered				
5.	Schedule (beginning date)	Upon Council Approval				
6.	Location: • WARD	City Wide				
	 CITYWIDE (yes or no) (area) Project limits if applicable 					
7.	Action implemented by: • City Department • Consultant	Department of Public Works				
8.	COST	\$ 347,159.44				
9.	Source of Funding • Fund • Grant • Bond • Other	Various Accounts in Fund 376 (Siemens 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 HBE % WAIVER yes no N/A NABE % WAIVER yes no N/A				



DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E. City Engineer & Interim Director

Date: September 19, 2023

Subject: Agenda Item for City Council Meeting

Attached, you will find an agenda item authorizing payment to various vendors for services provided. The services were provided for the Water Maintenance Division including both water treatment plants and for the Water/Sewer Utilities Division. All services rendered under the invoices were completed and needs to be paid. Should the Council approve this item to ratify procurement, these invoices will be placed on the next claims docket for payment.

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

Office of the City Attorney



OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING PROCUREMENT OF REPAIRS, PARTS, AND SERVICES FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS FOR THE DEPARTMENT OF PUBLIC WORKS is legally sufficient for placement in NOVUS Agenda.

CATORIA R MARTIN, CITY ATTORNEY

Terry Williamson, Legal Counsel

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	INV	OICE
ALIES IN VELIC CONTRACTOR 1954 Colobrations 30 Yours 10/5/2022	Invoice Date 10/5/2022 Invoice No. 12812892 Order Date 9/28/2022 Ship Date 9/28/2022 Customer Id 212120000 002 Salesperson Page 1	348
BILL TO:		
CITY OF JACKSON PO BOX 17 ah谜@clty.jackson.ms.us JACKSON, MS 39205	SHIP TO: O.B CURTIS WTP 100 O.B CURTIS DR RIDGELAND, MS 39157	

PAGE 1

F.O.B. POINT	CUSTOMER ORDER # NEED	SHIP VIA		TERMS NET 30 DAYS		DELIVERY TICKET	
SITE 10 ALLIED UNIVERSAL (MISSISSIPPI)					ORDERED BY:		
PART NUMBER	QTY ORDERED	UNITS	QTY SHIPPED	QTY BO	PRICE	DISC %	EXT. PRICE
2540 CHLORINE GAS/2000# TC	10.00ŭ DN	TON	10.000	0.000	2,038.0000	0.00	20,380.00
91467 FUEL SURCHARGE	1.000	EAC∽	1.000	0.000	0.0000	0.00	0.00

Delivered

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AU246726/T1642	AU35019331/T1748	AU35015413/T233
AU4098395/T286	AU4001247/T35009	AU4098517/T35027
AU4041290/T35167	AU4069834/T363	АU4066651/Т4977
AU4056973/T5041		

			Sales Total	(0,386 h)
	REMIT TO:	Allied Universal Corp 3901 NW 115 AVE MIAMI, FL 33178	Tax Total	0.00
3016517	ſ	PH: (800) 437-8715 FAX: (305) 885-4671 EIN: 59-0776285	TOTAL	20,380.00
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3901 i Miami	d Universal NW 115 Aver I, Florida 331 888-2623	nue	tion			ATION	ery Ticket Numl	ber: 0301651
nip To:	0.8 CURT 100 D.8 C	is wtp Wrtis Dr	57		DT	Shipped From: Ship Date: Bill To: PO Number: Ordered By:	ELLISVILLE, MS 9/29/2022 CITY OF JACKSON NEED	A.
rms:	NET 30 D	ND, MS 391 Ays	57		3016517	Ship Via: Order Date:	TSU 9/28/2022	µ
Cust		ı, ı şaşı şaşı	MANNE	C	ode	Ordei	an a	
Code	Qty Order	Total Wt	Qty Ship	НМ		Product D	escription	
540 201 1467	10.00 	20,000.00		RQ	CHLORINE GAS/2000# UN1017, CHLORINE, 2. POLLUTANT, CYL/2000 EMPTY TON CL2-DEPC RESIDUE: LAST CONT/ HAZARD ZONE B, MAR FUEL SURCHARGE	3 (8, 5.1), POISON-INH LB JSIT UNED*** UN1017, CHL	ORINE, 2.3 (8, 5.1), POI	
al HM ik Rea	l Weighl dings:	20,000.00		i	*** 24 HR HA	ZARDOUS MATERIAL CHEMTREC (ACCT.#	INCIDENT EMERGENC CCN978) 1-800-424-930	Y NUMBER *** D
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PO Box 17

Scottdale, PA 15683

Phone: (828) 674-3645 Pax: (828) 398-4272

Emelli jayson@bassatclaims.com

Carrier: Flast Response + 595 Boston Nills Road, Hudson , OH 44236

Date: Reference #: Estimated By: Name:	1/19/2023 025660001694 Mark Yeager United Rentals, Inc.	Year; Make: Model: Unit #:	2022 PREMIER 6612T-RP-TD2,9 11395779	
Summary	Amount	Rate	Disc	Total
Body Labor	42.7	\$154.00	0.00%	\$6,575.80
Paint Labor	0.0	\$154.00	0.00%	\$0.00
Mechanical	0.0	\$154.00	0.00%	\$0.00
Frame	0.0	\$154.00	0.00%	\$0.00
Misc. Labor	0.0	\$154.00	0.00%	\$0.00
Parts	\$35,305.64		0.00%	\$35,305.64
Misc.				\$341.60
Sub-total				\$42,223.04
Sales Tax				2,955.61
5tan \$47	te (Labor, Parts, Materials) 2,223.04 @ 7.0000%: \$2,955.51			
Total Betterment				\$45,178.65
Deductible				\$0.00
Grand Total				\$0.00
				\$45,178.65
Repair Facility:		Appraised By:	Mark Yeager	
Address:		License #1:	there reages	1
		License #2:		1
Phone: ()-		Phone:	863-837-7152	1
Email:		Email:	myeager9792@gmail.com	1
Agreed With:				
Ucense 1: Scense 2:				
Hoense 2: Fed Tax ID:				
CU IGA JD.				

Registration #:

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PO Box 17

Scottdale, PA 15683

Phone: (828) 674-3645 Fax: (838) 398-4372

Email: jayzon@bassetcleins.com

Carrier: Pleat Response = 695 Boston MEs Road, Hudson , OH 44336

Date:	1/19/2023	Year:	2022
Reference #:	025660001694	Make:	PREMIER
Estimated By:	Mark Yeager	Model:	6612T-RP-TD2.9
Name:	United Rentals, Inc.	Unit #:	11395779
Address:	2110 HWY 495	VIN:	255407
City/State/Zip:	FLORENCE, MS 39073	Style:	Trailer Mounted Pump
Phone:	601-932 -4916	Plate/State:	NA - MS
Inspected Date:	1/18/2023	WMI:	FIN:
Claimant:		Odometer:	NA
Date of Loss:	10/24/2022	Color:	Green
Claim Contact:	Meghann Preseren	Date Of Loss:	10/24/2022
Contact Title:	Claims Adjuster	Inspected At:	UNITED RENTALS - FLORENCE
Contact Phone:	(216) 525-3870 x167	Claim Number:	46412
Contact Email:	mpraseren@fleetresponse.com	File Number:	46412

Total Loss

-	Öpi	eration	Description	Part #	Туре	Labor	Paint		Parts		Misc
			6612T-RP-TD2.9								
^	•	Replace	Deutz Diesel 2.9L Engine		New	18.00		18	\$23,120.10	\$23,120.10)
^		Replace	Core		Sublet			1 e	\$4,950.00	\$4,950.00	 }
~		Replace	Inlet Unit		New	6.00		² 1 0	\$2,537.90	\$2,537.90	
		Replace	Murphy Panel		New	4.00		10	\$1,399.98	\$1,399.98	
Ā		Replace	Lifting Bale		New	4.00		10	\$1,273.55	\$1,273.55	
~		Replace	Exhaust Tube		New	1.00		10	\$92.34	\$92.34	
•		Replace	Exhaust Clip		New	0.50	******	1 0	\$76.65	\$76.65	
~		Replace	Vac Gauge		New	0.50		10	\$56.41	\$56.41	
~		Replace	Fender (Right)		New	1.60		1.0	\$105.21	\$106.21	
~		Replace	Exhaust Tube		Nor	1.58	••••	10	\$394.40	\$394.40	
~		Replace	Flapper		New	0.20	· · · · · · · · · · · · · · · · · · ·	10	\$28.60	\$28.50	
*	•	Replace	Gacket Kit		New		**	10	\$36.20	\$36.20	
		Replace	Upper Frame Unit		New	5.00		2-0	\$1,233.30	\$1,233.30	
			Calculated Value				*			• • • • • • • • • • • • • • • • • • • •	
-184			Shop Supplies		and the second s						3345

Estimate Notes:

PO Box 17

Scottdale, PA 15683

Phone: (\$28) 674-3545 Fax: (828) 398-4272

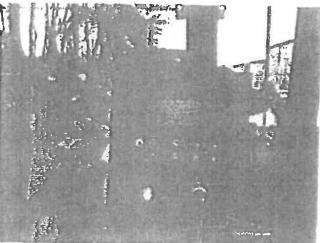
Emali: jayson@bessetciakms.com

Carrier: Flast Response - 695 Soston Hills Road, Hudson , OH 44236

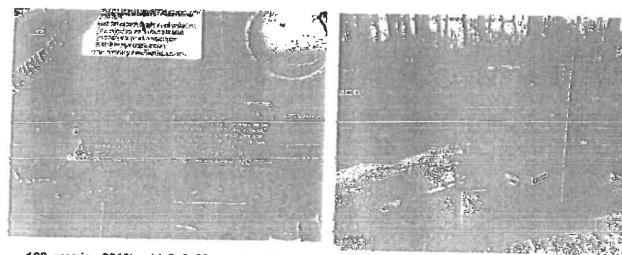
Date:	1/19/2023	Year:	2022	
Reference #:	025660001694	Make:	PREMIER	
Estimated By:	Mark Yeager	Model:	6612T-RP-TD2.9	
Name:	United Rentals, Inc.	Unit #:	11395779	



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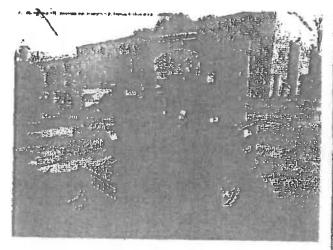
Scottdale, PA 15683

Phone: (828) 674-3645 Fax: (826) 398-4272

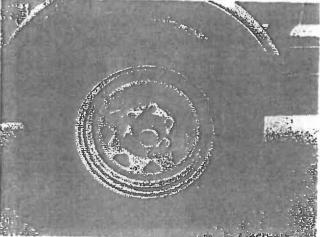
Email: jayson@bassetclaims.com

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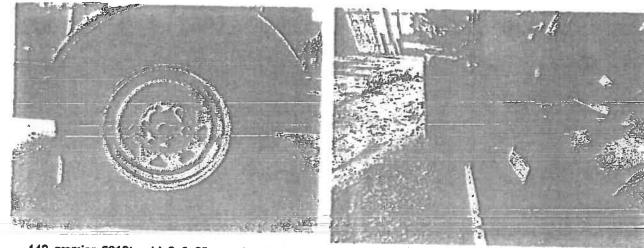
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	Reference #:	025660001694	Make:	PREMIER
	Estimated By:	88		6612T-RP-TD2.9
¢	Name:	Halbed Barbala Bar	Unit #:	11395779



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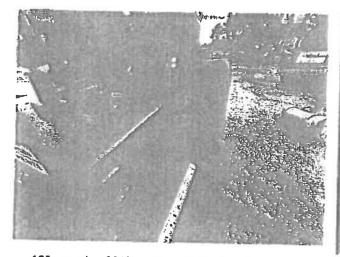
Scottdale, PA 15683

Phone: (828) 574-3648 Fax: (828) 398-4272

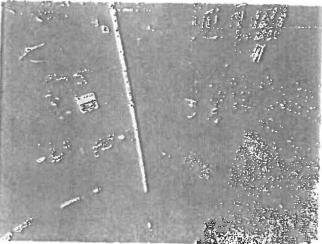
Email: jayson@bassatclaims.com

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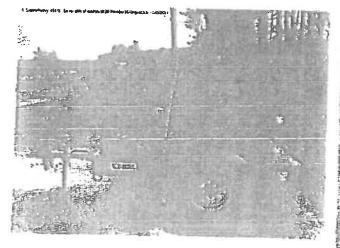
Date:	1/19/2023	Year:	2022	
Reference #;	025560001694	Make:	PREMIER	
Estimated By:	Mark Yeager	Model:	6612T-RP-TD2.9	
Name:	United Aentals, Inc.	Unit #:	11395779	
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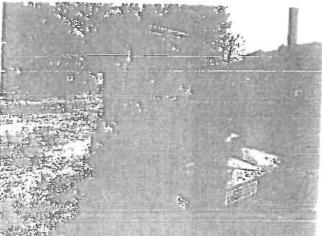
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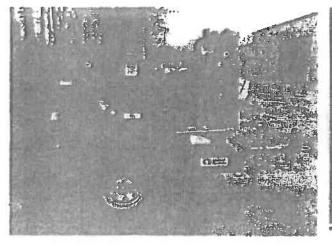
Scottdale, PA 15683

Phone: (828) 674-3645 Fax: (828) 398-4272

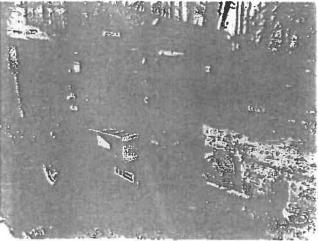
Email: Jayson@bassetclaims.com

Carrier: Fleat Response - 595 Boston Mills Road, Hudson , OH 44235

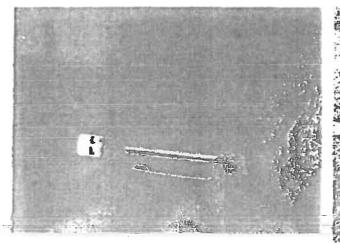
Date:	1/19/2023	Year:	2022
Reference #:	025660001694	Make:	PREMIER
Estimated By:	Mark Yesger	Model:	6612T-RP-TD2.9
Name:	United Rentals, Inc.	Unit #:	11395779

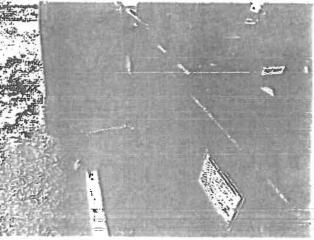


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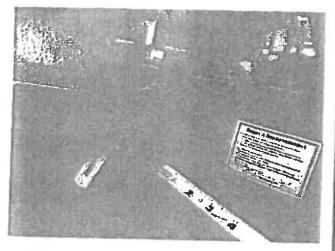
Scottdale, PA 15683

Phone: (828) 674-3645 Fax: (828) 398-4272

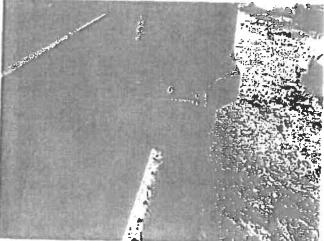
Email: jayson@bassetcfalms.com

Carrier: Fleet Response - 695 Boston Nills Road, Hudson , OH 44236

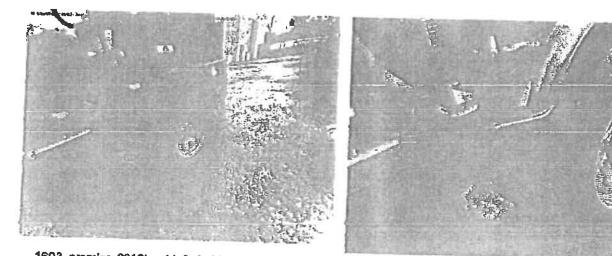
Date:	1/19/2023	Year:	2022	
Reference #:	025660001694	Make:	PREMIER	
Estimated By:	Mark Yeager			
Name:	United Rentals, Inc.	Model:	6612T-RP-TD2.9	
	Onited Rentels, Inc.	Unit #:	11395779	



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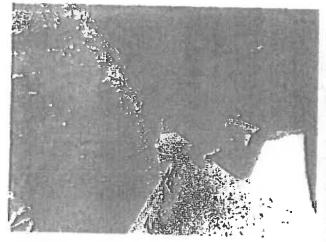
Scottdale, PA 15683

Phone: (828) 674-3645 Fax: (828) 398-4273

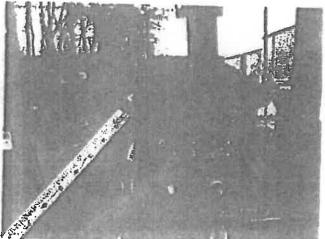
Email: jayson@bassatclaims.com

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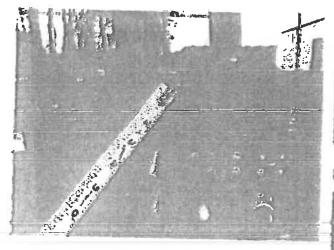
Date: 1/19/2023 Year: 2022	
Reference #: 025650001 co4	
PREMIER	
Model: 6612T-RP-TO	2.9
Name: United Rentals, Inc. Unit #: 11395779	



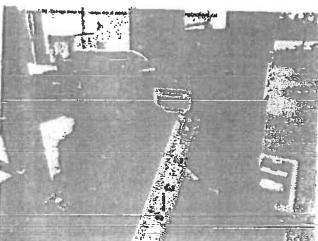
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Page 8 of 18

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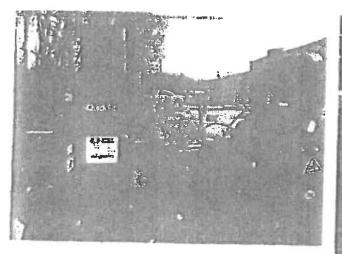
Scottdale, PA 15683

Phone: (828) 674-3645 Fax: (828) 398-4272

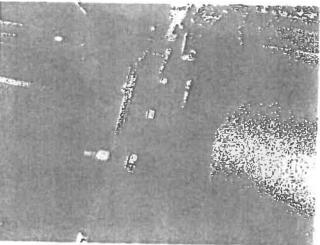
Email: jayson@bassetclafms.com

Carrier: Flast Response - 695 Boston Hills Road, Hudson , OH 44236

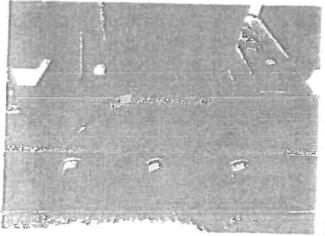
Date:	1/19/2023	Year:	2022	
Reference #:	025660001694	Make:	PREMIER	
Estimated By:	Mark Yeager	Model:	6612T-RP-TD2.9	
Name:	United Rentals, Inc.	Unit #:	11395779	



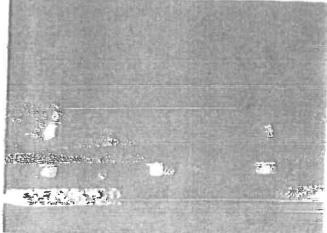
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PO Box 17

Scottdale, PA 15683

Phone: (828) 674-3645 Fax: (828) 398-4372

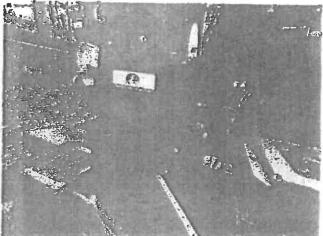
Emeil: jayson@bassetciaims.com

Carrier: Fleet Response - 695 Boston Mills Road, Hudson , OH 44236

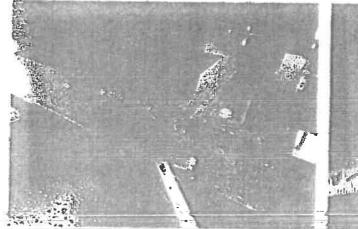
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Reference #:	025660001694	Make:	PREMIER
Estimated By:	Mark Yeager	Model:	6612T-RP-TD2.9
Name:	United Rentals, Inc.	Unit #:	11395779

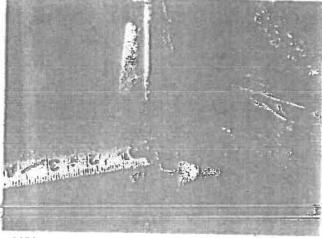


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PO Box 17

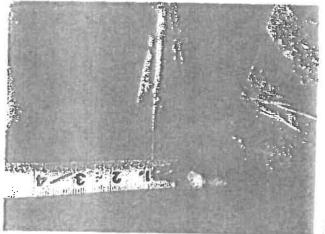
Scottdale, PA 15683

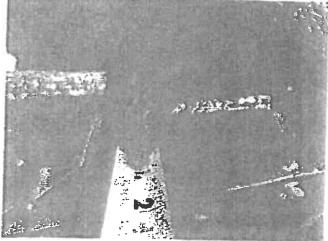
Phone: (828) 674-3645 Fax: (828) 398-4272

Email: jayson@bessetclaims.com

Carrier: Fleet Response - 695 Boston Hills Road, Hudson , OH 44236

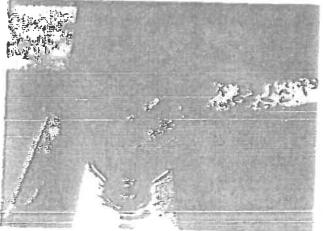
Date:	1/19/2023	Үеа г:	2022	
Reference #:	025660001694	Make:	PREMIER	
Estimated By:	Mark Yeager	Model:	6612T-RP-TD2.9	
Name:	United Rentals, Inc.	Unit #:	11395779	



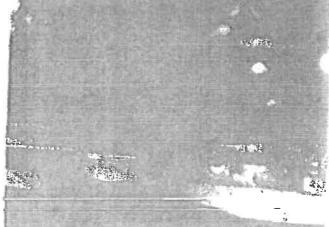


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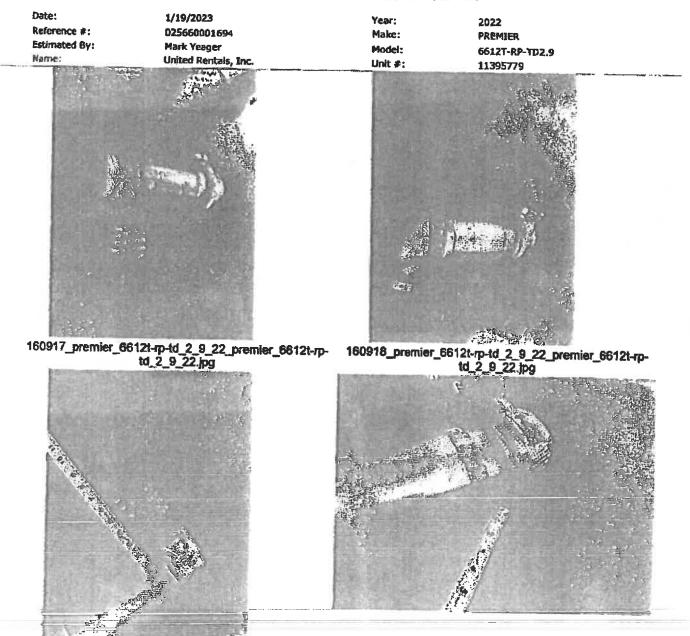
PO Box 17

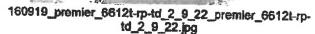
Scottdale, PA 15683

Phone: (828) 674-3645 Fax: (828) 398-4272

Email: jayson@bassetclaims.com

Carrier: Flast Response - 695 Soston Hills Road, Hudson , OH 44236





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Page 12 of 18

PO Box 17

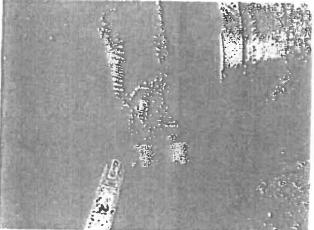
Scottdale, PA 15683

Phone: (828) 674-3645 Fax: (828) 398-4272

Email: jayson@bassetclaims.com

Carrier: Fleet Response - 695 Boston Nills Road, Hudson , OH 44236

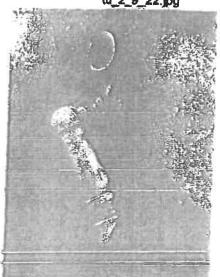
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Reference #:	025660001694	Make:	PREMIER
Estimated By:	Mark Yeager	Model:	6612T-RP-TD2.9
Name:	United Rentals, Inc.	Unit ∉:	11395779



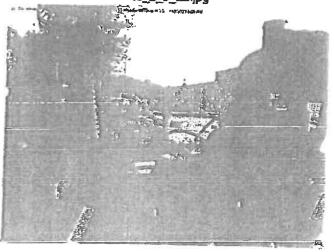
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PO Box 17

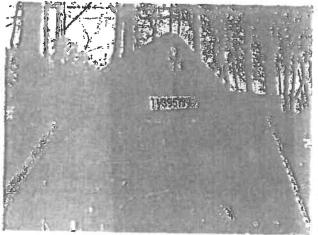
Scottdale, PA 15683

Phone: (828) 674-3645 Fax: (828) 398-4272

Email: jayson@bassatcleims.com

Carrier: Fleet Response + 695 Boston Mills Road, Hudson , OH 44236

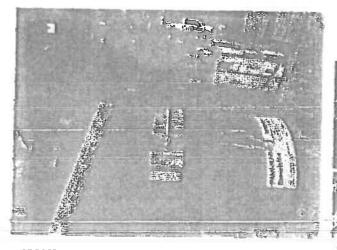
Date:	1/19/2023	Year:	2022
Reference #:	025660001694	Make:	PREMIER
Estimated By:	Mark Yeager	Model:	6612T-RP-TD2.9
Name:	United Rentals, Inc.	Unit #:	11395779

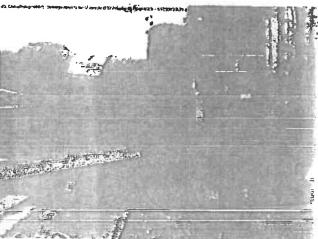


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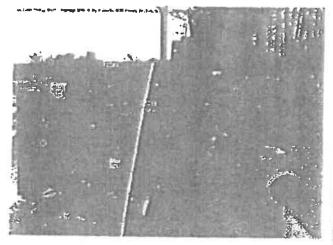
PO Box 17 Scottdale, PA 15683

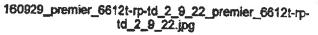
Phone: (828) 674-3645 Fax: (828) 398-4272

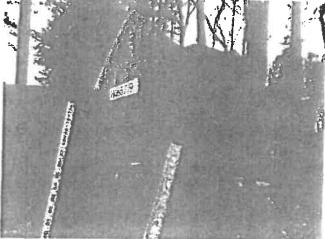
Email: jayson@bessetcialans.com

Cervier: Fleet Response - 695 Boston Mills Road, Hudson , OH 44236

Date:	1/19/2023	Year:	2022	
Reference #:	025660001694	Make:	PREMIER	
Estimated By:	Mark Yeager	Model:	6612T-RP-TD2.9	
Name:	United Rentals, Inc.	Unit #:	11395779	







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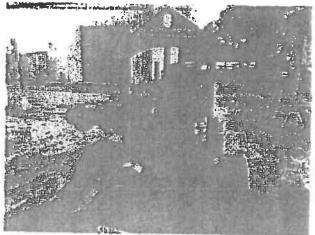
Scottdale, PA 15683

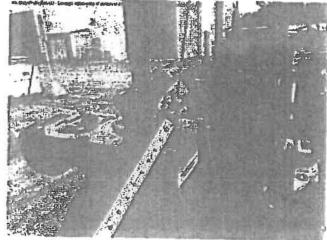
Phone: (828) 674-3645 Fex: (828) 398-4272

Email: jayson@bassatclaims.com

Carrien Fleet Response - 695 Boston Nills Road, Hudson , OH 44236

Date:	1/19/2023	Year:	2022
Reference #:	025660001694	Make:	PREMIER
Estimated By:	Mark Yeager	Model:	
Name:	United Rentals, Inc.		6612T-RP-TD2.9
	vince vendis, inc.	Unit #:	11395779

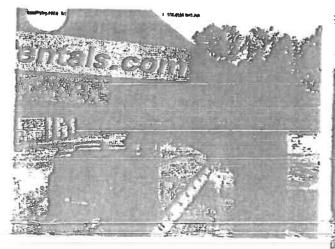




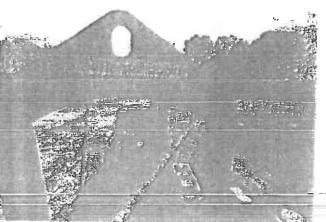
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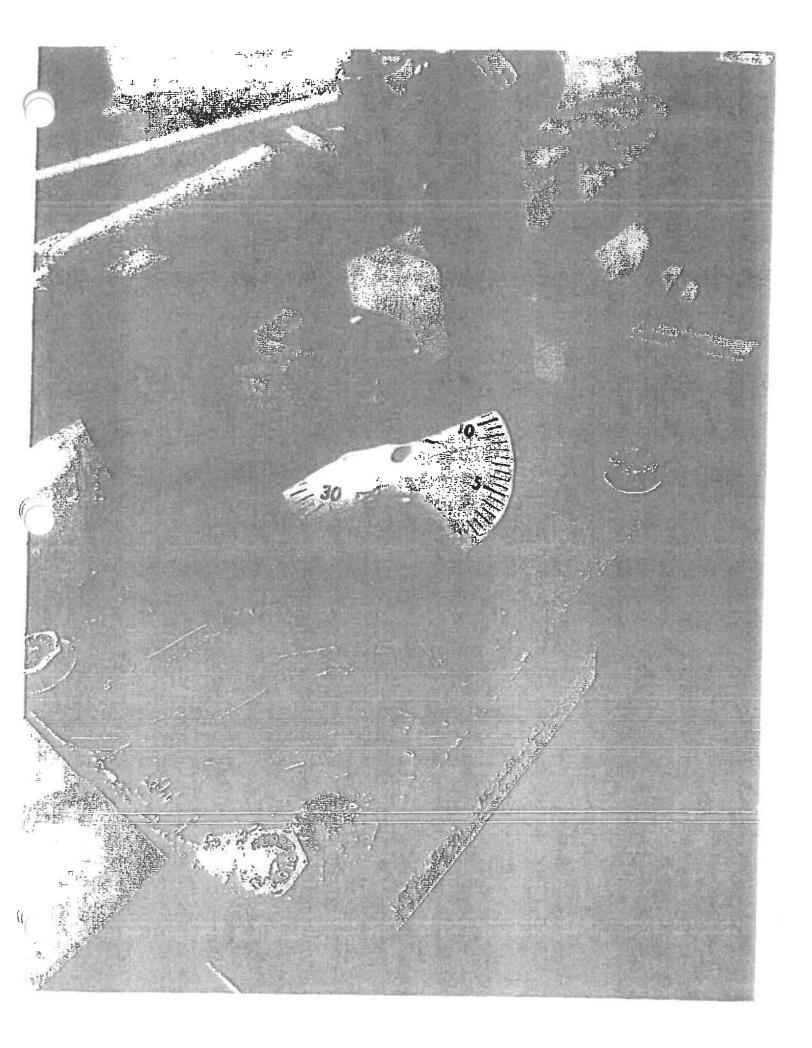


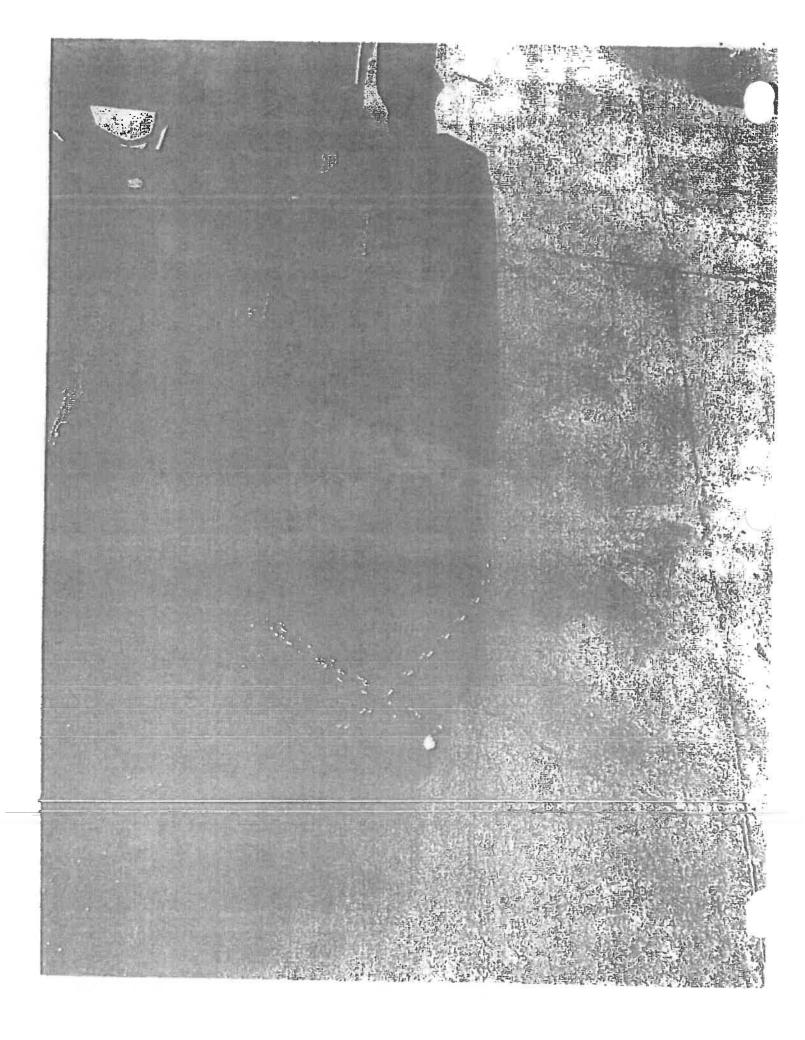
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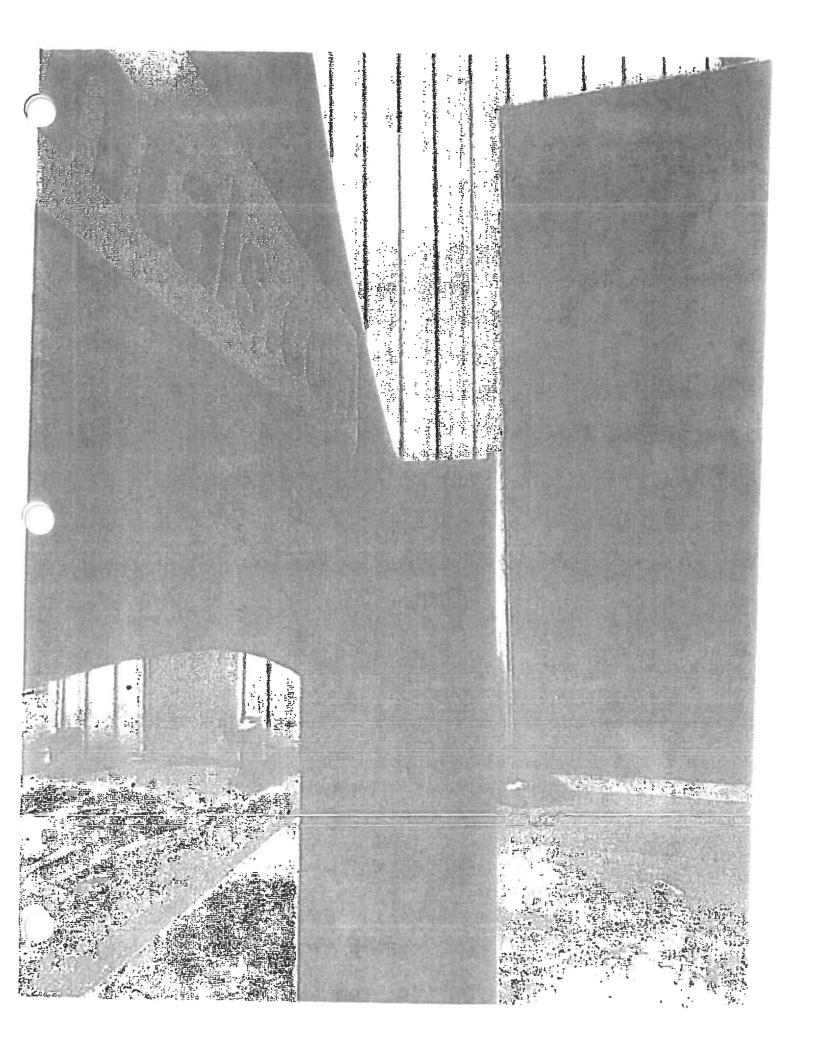


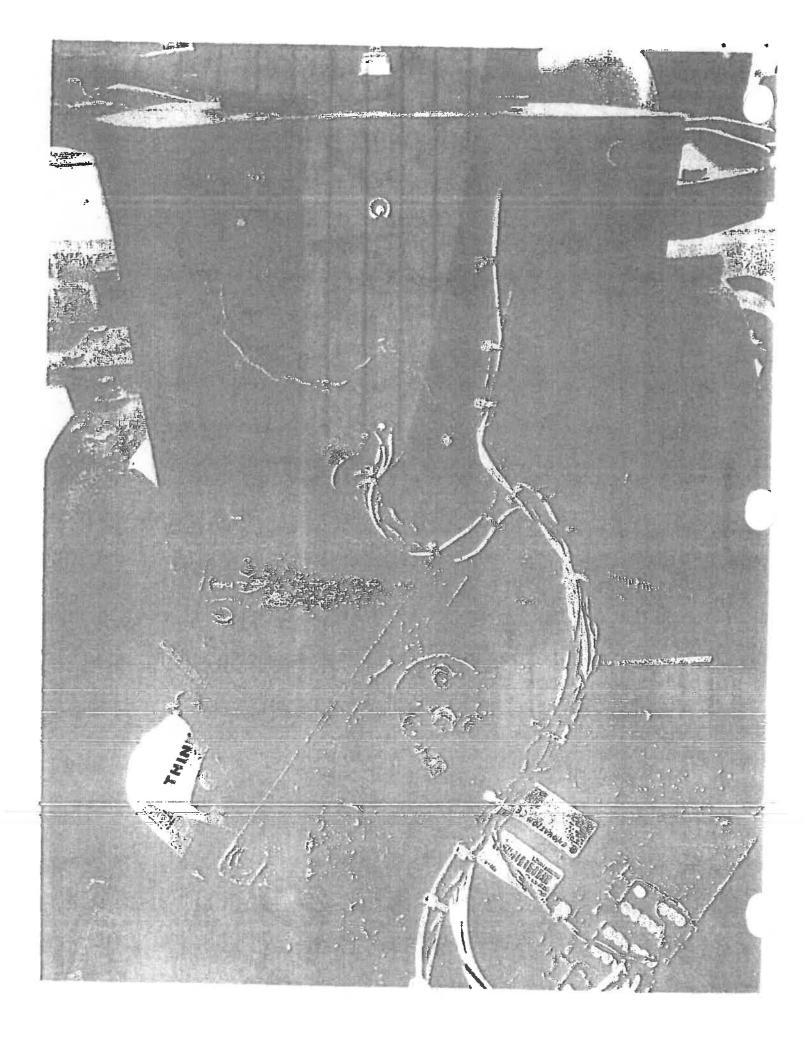
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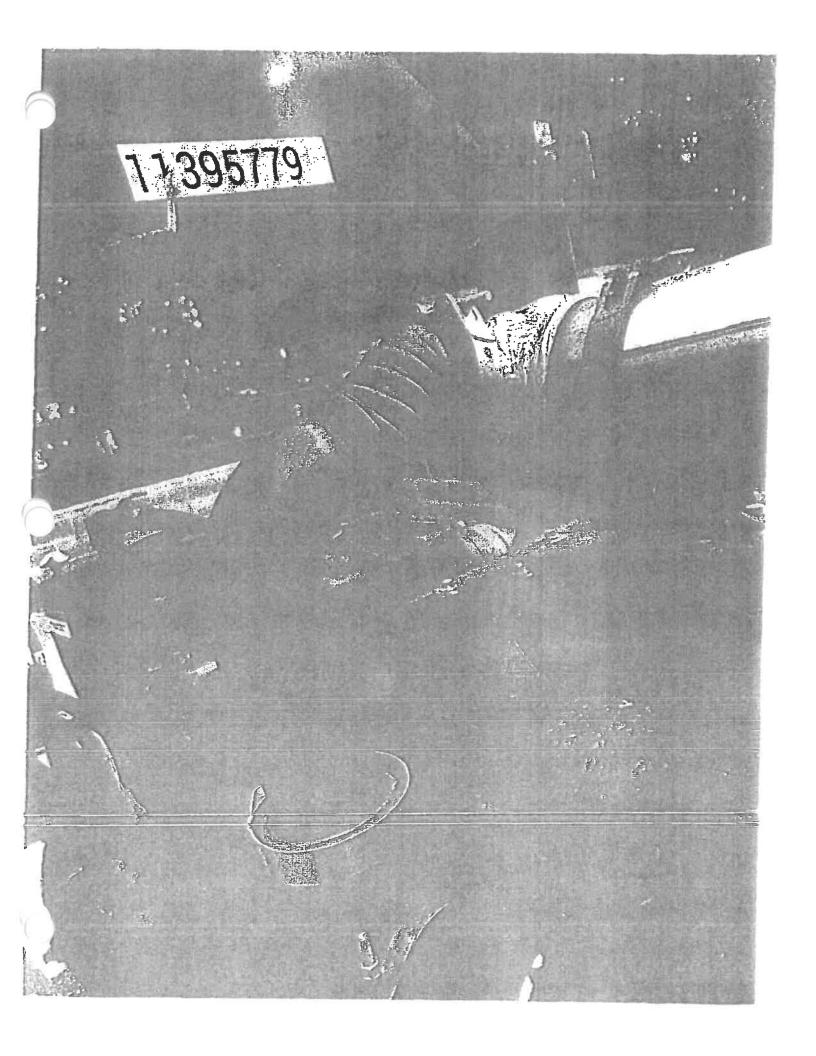
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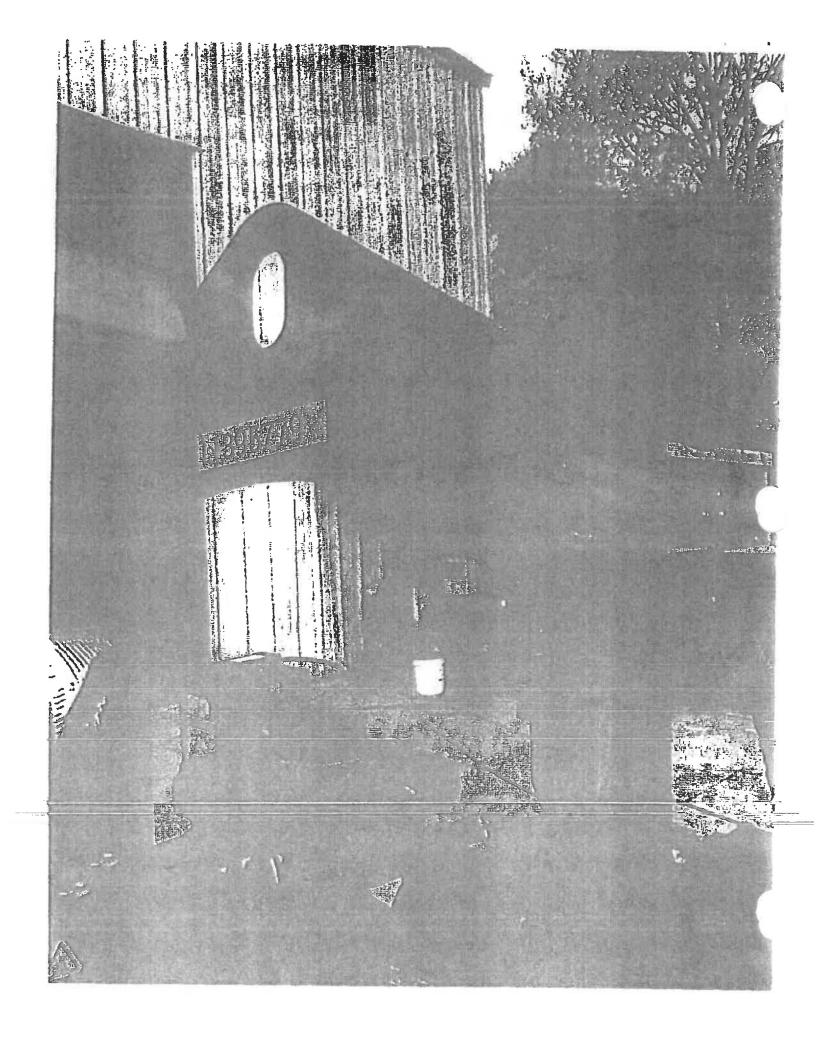


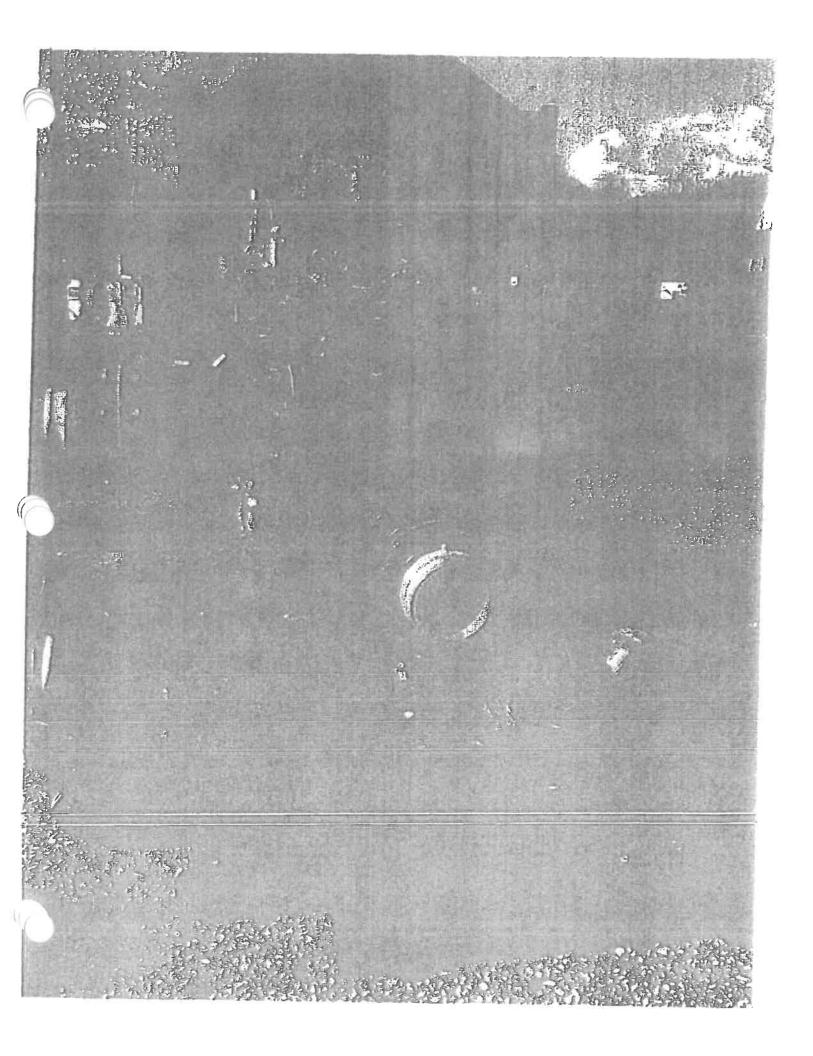


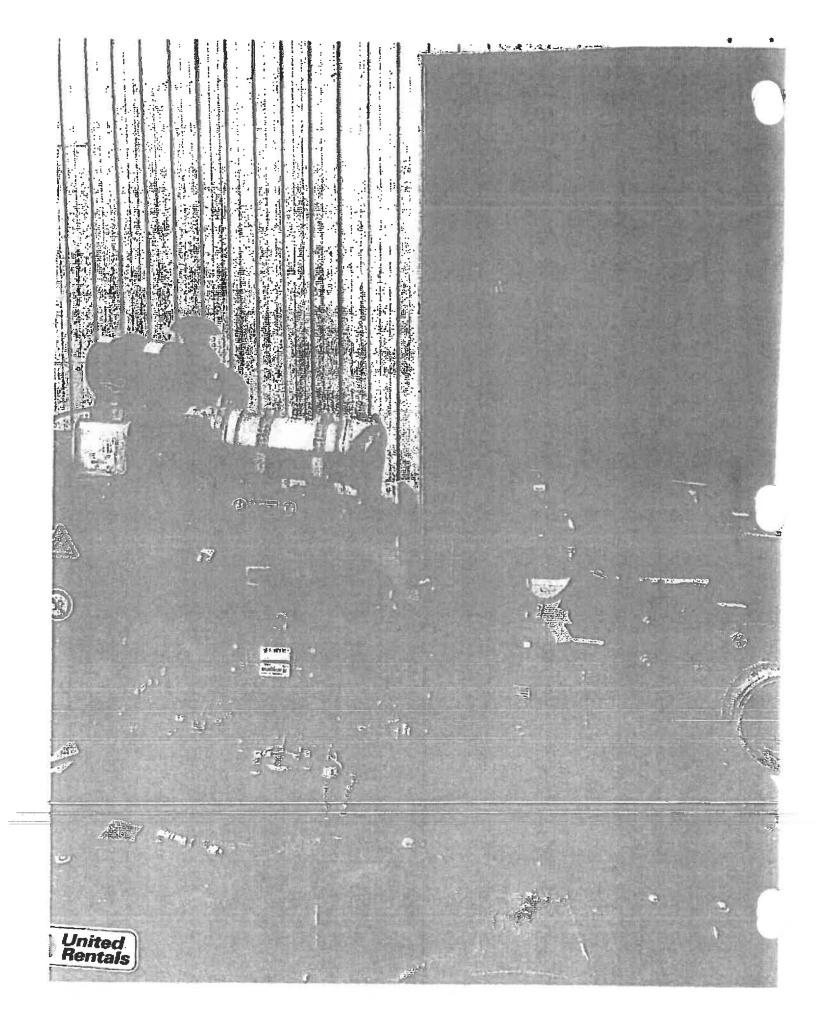


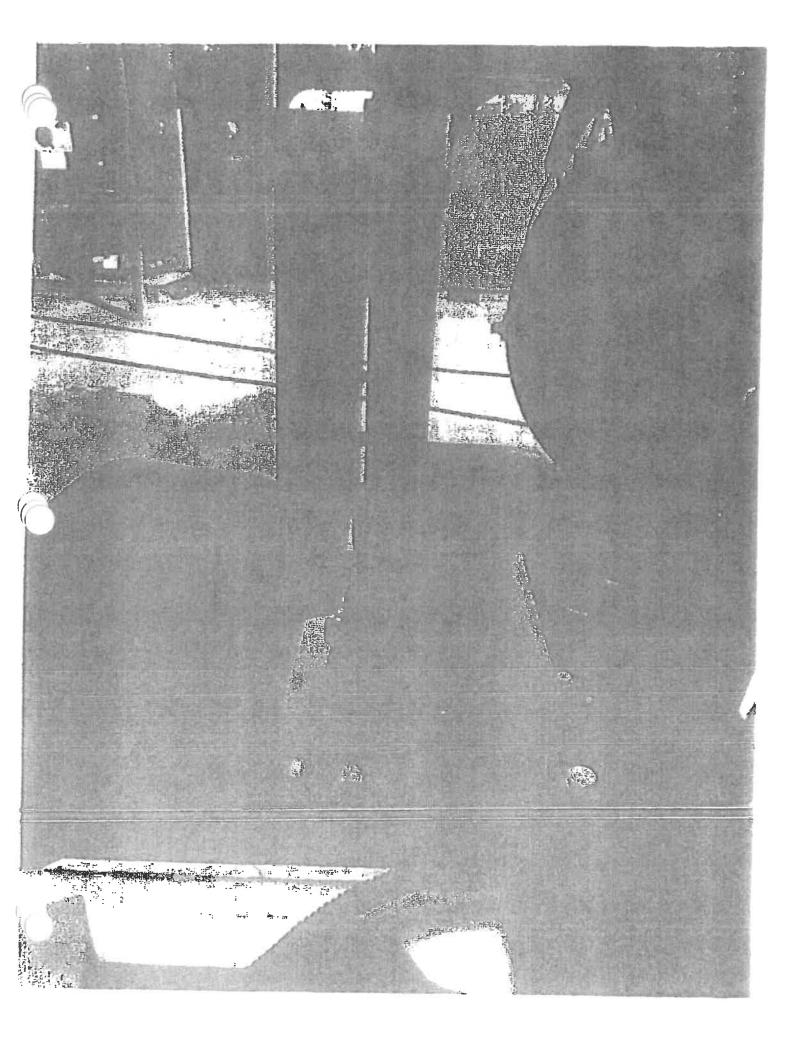


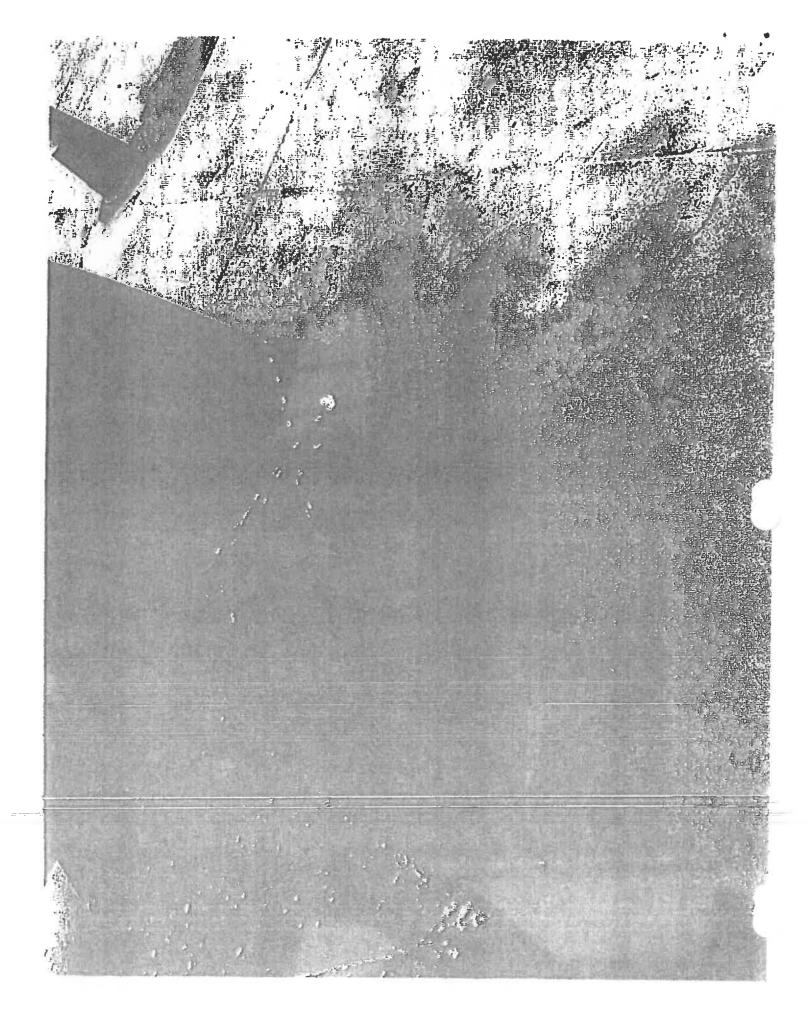


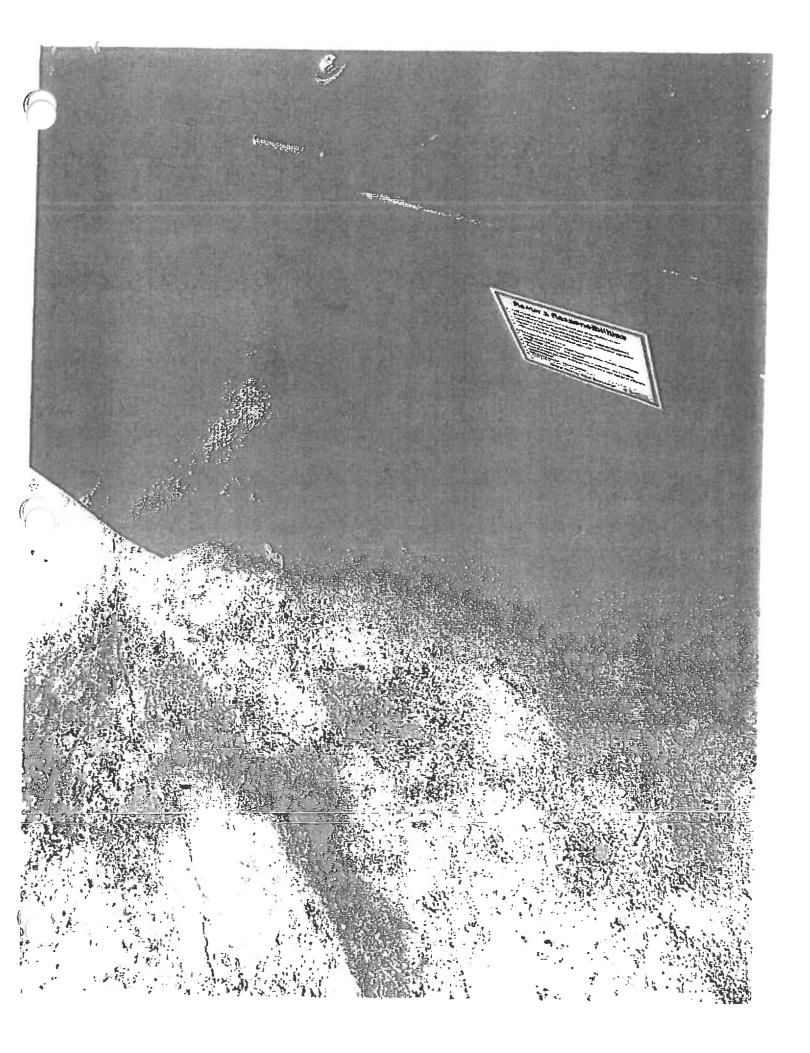


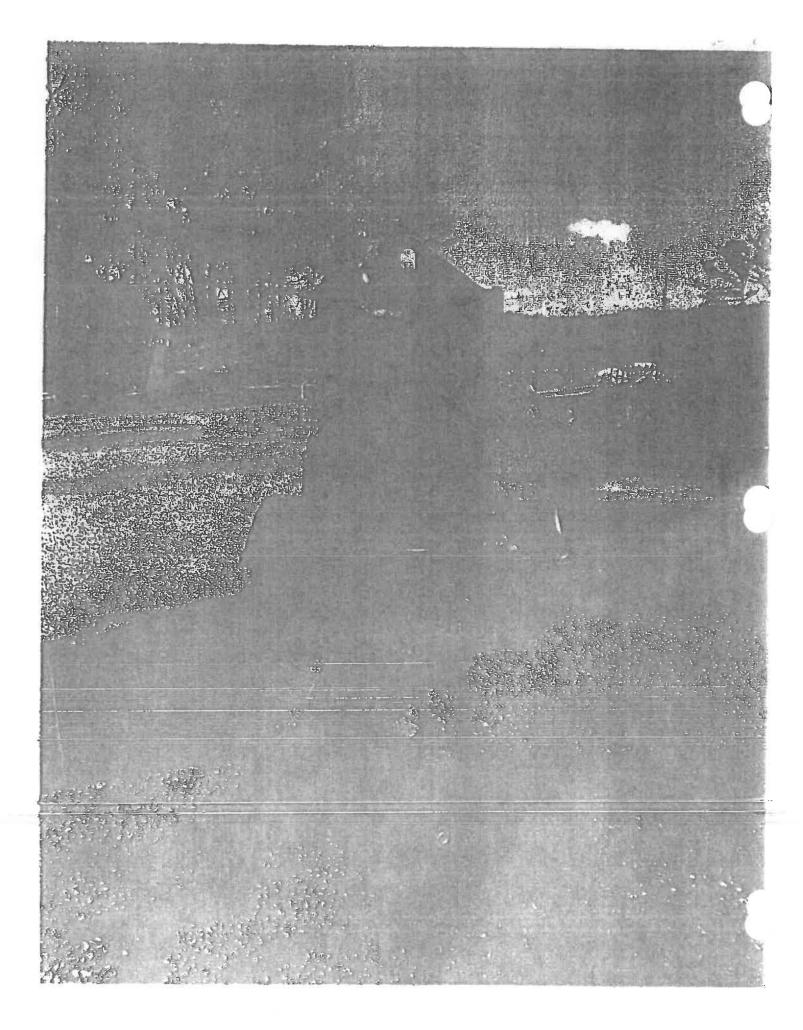


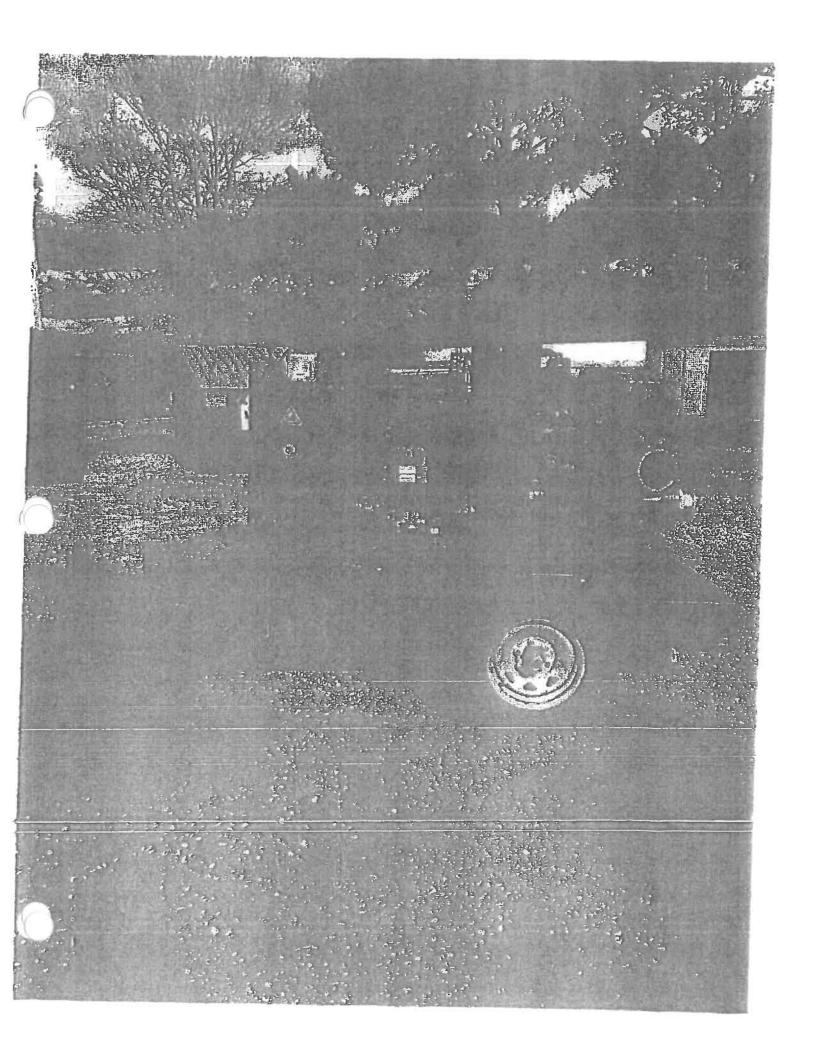


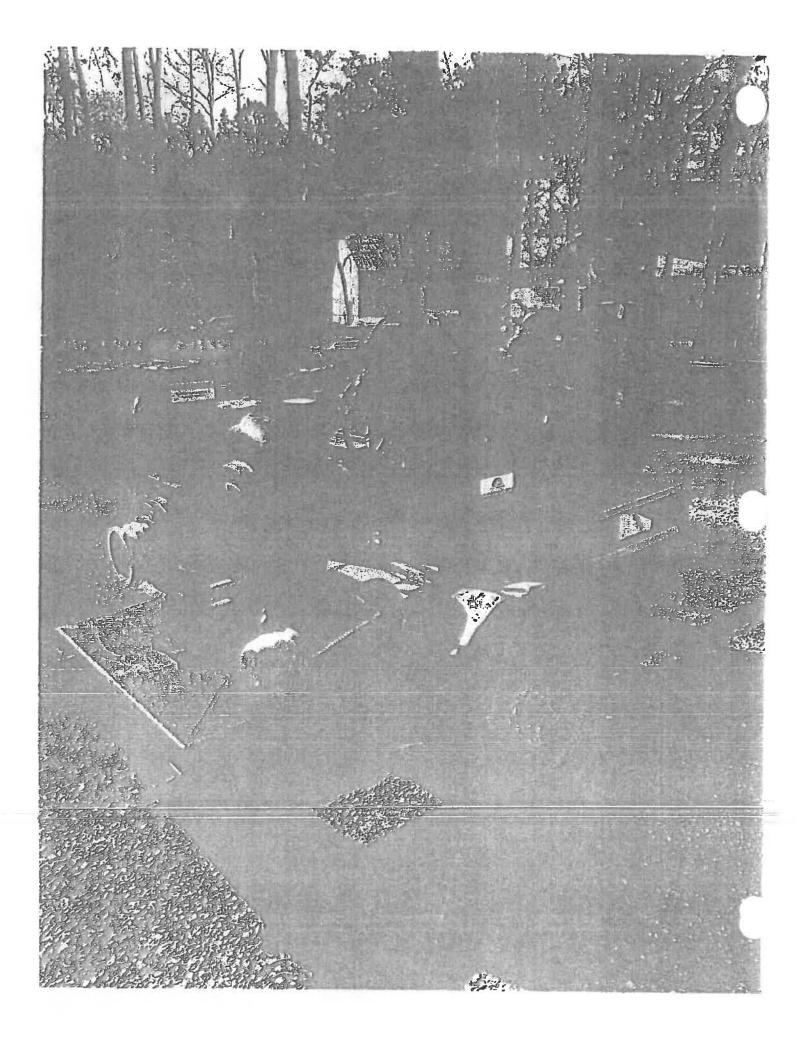












Control Systems, Inc.

P.O.BOX 4852 lackson, MS 39296

Phone: 601-355-8594 601-355-8774 Fax:

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NVO 122

Invoice Number: 61917 Invoice Date: Nov 22, 2022 Page: 1

Bill Te CITY OF JACKSON/OB CURTIS ***EMAIL*** 2302 LAUREL ST

JACKSON, MS 39202

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CITY OF JACKSON/OB CURTIS ***EMAIL*** 2302 LAUREL ST JACKSON, MS 39202

CITYOFJACKSON/OF	3		Net 30 [Days
	Shipping Min	hod .	Sing Date	in the base
	Alrborne		11/22/22	12/22/22
3.00	Description 1756-PA72 CONTROL LOGICS	Unit	Prese States	um Job ID
3.00	SUPPLY	AC POWER 1	,904.14 5,	712.42 58343
	MARK: O.B. CURTIS WATER TI PLANT JACKSON, MS	REATMENT		

	I	
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Sales Tax		
Freight		
Total Invoice Amount		5,712.42
Payment/Credit Applied		
TOTAL		3,711,47.
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BILL TO City Of Jackson 3 PO Box 17 Jackson, MS 39205 USA

> INVOICE 118142581

INVOICE DATE Apr 07, 2022

JOB ADDRESS OB Curtis 100 O B Curtiss Drive Ridgeland, MS 39157 USA Completed Date: 4/7/2022 Payment Term: Due Upon Receipt Due Date: 4/7/2022

TOTAL DUE

BALANCE DUE

DESCRIPTION OF WORK

FOUND GROUNDED BLOWER MOTOR ON AHU #2. MUST REPLACE MOTOR, MOTOR SHEEVE, BLOWER CONTACTOR, AND BP 62 BELT. WILL CONTACT CUSTOMER TOMORROW WITH AVAILABILITY AND REPAIR QUOTE. CONDENSER UNIT #1 HAS NO POWER GOING TO UNIT. WAS NOT ABLE TO FIND CORRECT BREAKER AT PRESENT TIME. FILLED OUT FOLLOW UP FORM. 4/6/22, WAS NOT ABLE TO LOCATE POWER TO UNIT#1 CONDENSER. CUSTOMER WILL ELECTRICIAN TO FIND POWER SOURCE.

TA 5 K	DESCRIPTION	QT Υ	PRICE	TOTAL
SC-LABORSTD- 060	STANDARD Labor Per Hour: Standard Labor Per Hour 8:00 AM to 5:00 PM Monday through Friday	4.00	\$124.00	\$496.00
SC-TRIPSTD	STANDARD Trip Fee: Standard Trip Fee 8:00 AM to 5:00 PM Monday through Friday	1.00	\$20.00	\$20.00
		POTENTIAL SAVINGS SUB-TOTAL	\$56.7	8-\$ 187.0 2 \$516.00
				20.00

Thank you for choosing Environment Masters! CUSTOMER AUTHORIZATION

I authorize Greg J to perform work in the amount of \$516.00 and upon completion will be responsible for payment.

\$516.00

\$516.00

Sign here

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Date 4/6/2022

CUSTOMER ACKNOWLEDGEMENT

I acknowledge Greg J has completed the work previously authorized in the amount of \$516.00 and I accept these charges.

Sign here

Date 4/6/2022

-



BILL TO City Of Jackson 3 PO Box 17 Jackson, MS 39205 USA

> INVOICE 121777652

INVOICE DATE May 05, 2022

JOB ADDRESS OB Curtis 100 O B Curtiss Drive Ridgeland, MS 39157 USA Completed Date: 5/5/2022 Payment Term: Due Upon Receipt Due Date: 5/5/2022

DESCRIPTION OF WORK

Call for admin office thermostat not working. Upon arrival found thermostat to have battery acid on terminals causing the thermostat to not work properly. Cleaned thermostat terminals and thermostat began working properly. Also checked lab unit for condensate leak and found drain trap stopped up. Clear drain and both unit now operating properly at this time.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
SC-LABORSTD- 060	STANDARD Labor Per Hour: Standard Labor Per Hour 8:00 AM to 5:00 PM Monday through Friday	1.00	\$124.00	\$124.00
SC-TRIPSTD	STANDARD Trip Fee: Standard Trip Fee 8:00 AM to 5:00 PM Monday through Friday	1.00	\$20.00	\$20.00

	- POTENTIAL SAVENEE SUB-TOTAL TAX D%	\$18.00 \$51.02 \$144.00 \$0.00
	TOTALDUE	\$144.00
Thank you for choosing Environment Masters!	BALANCE DUE	\$144.00

CUSTOMER AUTHORIZATION

l authorize Josh McGee to perform work in the amount of \$144.00 and upon completion will be responsible for payment.

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Sign here

CUSTOMER ACKNOWLEDGEMENT

I acknowledge Josh McGee has completed the work previously authorized in the amount of \$144.00 and I accept these charges.

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Sign here FF

Date 5/5/2022

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> date 2022

BILL TO City Of Jackson 3 PO Box 17 Jackson, MS 39205 USA

INVOICE	INVOICE
126057882	Jun 13.

JOB ADDRESS OB Curtis 100 O B Curtiss Drive Ridgeland, MS 39157 USA Completed Date: 6/14/2022 Payment Term: Due Upon Receipt Due Date: 6/13/2022

DESCRIPTION OF WORK

Found unit # CU-D-1 not cooling due to both compressors being shorted to ground causing breaker to trip, unit is 17 years old with R22, recommended replacement. Found unit # CU-D-2 not cooling due to a bad condenser fan motor and burnt contactor for compressor 1. Picked up new motor, blade, capacitor, and contactor, pulled old motor out and noticed new motor and blade hub are slotted for a key but no key was sent with motor or blade. Returned the next day with key to finish installing motor.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
SC-LABORSTD- 060	STANDARD Labor Per Hour: Standard Labor Per Hour 8:00 AM to 5:00 PM Monday through Friday	5.75	\$126.00	\$724.50
SC-TRIPSTD	STANDARD Trip Fee:	1.00	\$25.00	\$25.00
	Standard Trip Fee 8:00 AM to 5:00 PM Monday through Friday			

Materials

WAILTIN	שדרוואוכזע	ירדראַראַטאַ	YOUR PRICE	YOUR
POPART	Motor and Blade	1.00	\$1,110.85	\$1,110.85
EMIHVAC0254	H340A / 61445	1.00	\$73.85	\$73.85
EMIHVAC0261	25X440	1.00	\$24.73	\$24.73

POTENTIAL SAVINGS	\$80.93-\$273.79
SUB-TOTAL	\$1,958.93
TAX 0%	\$0.00
TOTAL DUE	\$1,958.93
BALANCE DUE	\$1,958.93
Thank you for choosing Environment Masters! CUSTOMER AUTHORIZATION	

I authorize Adam K to perform work in the amount of \$1,958.93 and upon completion will be responsible for payment.

	\frown	
Sign here		Date 6/13/2022

CUSTOMER ACKNOWLEDGEMENT

I acknowledge Adam K has completed the work previously authorized in the amount of \$1,958.93 and I accept these charges.

Sign here

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Date 6/13/2022



BILL TO City Of Jackson 3 PO Box 17 Jackson, MS 39205 USA

INVOICE	INVOICE DATE
127145204	Jun 27, 2022

JOB ADDRESS OB Curtis 100 O B Curtiss Drive Ridgeland, MS 39157 USA Completed Date: 6/27/2022 Payment Term: Due Upon Receipt Due Date: 6/27/2022

DESCRIPTION OF WORK

REPLACE COMPLETE SYSTEM UNIT #1 IN THE PUMP DRIVE ROOM

TASK	DESCRIPTION	QTY	PRICE	TOTAL
EST0222- CHVACCREW	Commercial INST/REPL HVAC Crew: Commercial INST/REPL HVAC Crew - Quoted Work	1.00	\$19,435.19	\$19,435.19
RCVRD-R22	Recovered R22: Recovered R22 - NO COST	12.40	\$0.00	\$0.00
Package Unit - CR	12.5T R410A DUAL CIRCUIT 60HZ	1.00	\$0.00	\$0.00
Trane TTA150	44DABE001 20051786ya			
Air Handies - - ER	LTAMBLAL CR MINA 6017	199	\$110 0	\$0.00

Trane | TWE18043BAAP006 | 20051786ya

 \$0.00	POTENTIAL SAVINGS
\$19,435.19	SUB-TOTAL
\$680.23	MPC-GC 3.5%
\$20,115.42	TOTAL DUE
\$20,115.42	BALANCE DUE

Page 1 of 2

Thank you for choosing Environment Masters! CUSTOMER AUTHORIZATION

I authorize John P to perform work in the amount of \$20,115.42 and upon completion will be responsible for payment.

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Sign here

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Date 6/27/2022

CUSTOMER ACKNOWLEDGEMENT

I acknowledge John P has completed the work previously authorized in the amount of \$20,115.42 and I accept these charges.

ph Pm

Date 6/27/2022



BILL TO City Of Jackson 3 PO Box 17 Jackson, MS 39205 USA

> INVOICE 130078326

INVOICE DATE

JOB ADDRESS OB Curtis 100 O B Curtiss Drive Ridgeland, MS 39157 USA Completed Date: 7/20/2022 Payment Term: Due Upon Receipt Due Date: 7/20/2022

DESCRIPTION OF WORK

Call for chemical building unit not cooling. Upon arrival found unit to have bad thermostat. Jumped thermostat out and test ran unit. Circuit 1 which has been low of refrigerant for a year, began chattering the contactor. Unwired control wire from circuit 1 contactor to allow circuit 2 only operation. Quoted to replace thermostat with a matching thermostat. Customer approved, thermostat ordered.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
SC-LABORSTD- 060	STANDARD Labor Per Hour: Standard Labor Per Hour 8:00 AM to 5:00 PM Monday through Friday	1.50	\$126.00	\$189.00
SC-TRIPSTD	STANDARD Trip Fee: Standard Trip Fee 8:00 AM to 5:00 PM Monday through Friday	1.00	\$25.00	\$25.00

	POTENTIAL SAVINGS	\$24.81-\$75.12
	SUB-TOTAL	\$214.00
	MS SALES TAX 7%	\$14.98
	TOTALDUE	<u>\$228,98</u>
	BALANCE DUE	\$228.98
Thank you for choosing Environment Masters!		

CUSTOMER AUTHORIZATION

I authorize Josh McGee to perform work in the amount of \$228.98 and upon completion will be responsible for payment.

Her Sign here Date 7/20/2022

CUSTOMER ACKNOWLEDGEMENT

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I acknowledge Josh McGee has completed the work previously authorized in the amount of \$228.98 and I accept these charges.

Sign here Vial April

Date 7/20/2022

maging and when income ser-



BILL TO City Of Jackson 3 PO Box 17 Jackson, MS 39205 USA

> INVOICE 130187154

INVOICE DATE Jul 25, 2022

JOB ADDRESS OB Curtis 100 O B Curtiss Drive Ridgeland, MS 39157 USA Completed Date: 7/25/2022 Payment Term: Due Upon Receipt Due Date: 7/25/2022

DESCRIPTION OF WORK

Replace thermostat on chemical building unit and checked operations unit is only running in one stage due to one circuit being low of refrigerant and has been quoted and not approved unit has a 17 degree split with 1 circuit running it was 108 degrees before getting unit running system is cooling properly at this time

TASK	DESCRIPTION	QTY	PRICE	TOTAL
HSC- HVACTECH	Commercial SVC HVAC Tech: Commercial SVC HVAC Tech - Replace thermostat on chemical building unit	1.00	\$838.42	\$838.42
	PO	TENTIAL SAVINGS SUB-TOTAL		\$0.00 \$838.42
		MS SALES TAX 7%		\$58.69
		TOTAL DUF		\$897.11
		BALANCE DUE		\$897.11
	choosing Environment Masters! LITHOPEATION			
I authorize Bri	ian C to perform work in the amount of \$897.11 and upon completi	on will be responsib	le for payme	nt.
Sign here	Date 7/25/2022			
€-\$6-187-887-884 -\$.500 - #\$\$\$\$\$\$0.49 \$\$\$\$	(h, h, h, e, jame) (m, h) (m, h) (h, m) (h) (h) (h) (h) (h) (h) (h) (h) (h) (h	, na na paran aran kan na , dadar muu kara (, , , , , , , , , , , , , , , , , ,	aller det i valer firlik ann, en tyr ar '	un in franklike frank

CUSTOMER ACKNOWLEDGEMENT

Invoice #130187154

I acknowledge Brian C has completed the work previously authorized in the amount of \$897.11 and I accept these charges.

Sign here

Date 7/25/2022

K



BILL TO City Of Jackson 3 PO Box 17 Jackson, MS 39205 USA

> INVOICE 135619726

INVOICE DATE Sep 21, 2022

JOB ADDRESS OB Curtis 100 O B Curtiss Drive Ridgeland, MS 39157 USA Completed Date: 9/21/2022 Payment Term: Due Upon Receipt Due Date: 9/21/2022

DESCRIPTION OF WORK

Found unit (Serial# 5455YLTAD) not cooling properly due to compressor being locked up, compressor only draws locked rotor amps then cuts out on overload. System is 18 years old and R22, recommended to replace system, will have office quote equipment replacement.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
SC-LABORSTD- 060	STANDARD Labor Per Hour: Standard Labor Per Hour 8:00 AM to 5:00 PM Monday through Friday	1.00	\$126.00	\$126.00
SC-TRIPSTD	STANDARD Trip Fee: Standard Trip Fee 8:00 AM to 5:00 PM Monday through Friday	1.00	\$25.00	\$25.00

	SUB-TOTAL MS SALES TAX 7%	\$18.20\$51.75 \$151.00 \$10.57
	TOTAL DUE	\$161.57
	BALANCE DUE	\$161.57
Thank you for choosing Environment Masters!		

CUSTOMER AUTHORIZATION

I authorize Adam K to perform work in the amount of \$161.57 and upon completion will be responsible for payment.

Sign here			ate 9/21/2022	an fer fefore den scher an Starf of a first and a scher and a scher first and a scher for the den scher for the
CUSTOMER ACKNC	WLEDGEMENT			
I acknowledge Adar	n K has completed	I the work previous	ly authorized in the a	mount of \$161.57 and I accept these charges

Sign here

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Date 9/21/2022



BILL TO City Of Jackson 3 PO Box 17 Jackson, MS 39205 USA

> INVOICE 136752399

INVOICE DATE Oct 07, 2022

JOB ADDRESS OB Curtis 100 O B Curtiss Drive Ridgeland, MS 39157 USA Completed Date: 10/10/2022 Payment Term: Due Upon Receipt Due Date: 10/7/2022

DESCRIPTION OF WORK

System Replacement

10/10/22 with permission from Richard with Maintenance, took unit for upstairs office on pump room off of unused control system, ran new wires to thermostat, indoor unit, and outdoor unit. Replaced indoor temperature sensor with thermostat. Started system and checked operations.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
EST0222- CHVACCREW	Commercial INST/REPL HVAC Crew: Commercial INST/REPL HVAC Crew - Quoted Work	1.00	\$22,249.10	\$22,249.10
CHVACCREW	Commercial INST/REPL HVAC CIEW - Quoted WORK			
Condensing Unit - CR	Commercial Condensing Unit - 10T R410A DUAL COMP SNGL CIRCU	1.00	\$0.00	\$0.00
Trane TTA1204	H4CAAE00K 22202144YA			
Air Handler - CR	Commercial Air Handler - 197 ArthSNGL CR R410-6647	1.06	<u>\$8.08</u>	5063
Trane TWE120	43AAAPD06 22282331BA			

POTENTIAL SAVINGS	\$0.00
SUB-TOTAL	\$22,249.10
MPC-GC 3.5%	\$778.72
TOTAL DUE	\$23,027.82
BALANCE DUE	\$23,027.82

Thank you for choosing Environment Masters! CUSTOMER AUTHORIZATION

I authorize John P to perform work in the amount of \$23,806.54 and upon completion will be responsible for payment.

Sign here	Date 10/7/2022	Miningsynapse and Servi V Miningsynapse
CUSTOMER ACKNOWLEDGEMENT		
l acknowledge John P has completed the charges.	work previously authorized in the amount of \$23,027.82 and I accept t	hese
/		

Sign here

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Date 10/7/2022

Fisher Fire Extinguisher Service, Inc

P.O. Box 3364 Jackson, MS 39207 PH 601-354-5551/ FX 352-9133

PAST DUE INVOICE

Date	Invoice #	S.O. No.
10/12/2022	81623	

Bill To

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CITY OF JACKSON FIN. & MGT ACCTOUNTS PAYABLE P.O. BOX 17 JACKSON, MS 39205-0017

Ship To		
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	P.O. NUMBER	Terms	Rep	Account #	Ship	Via	VENDOR#
ſ	77220820	30 DAYS		F098	10/12/2022		
ſ	Quantity	Item Code		Description		Price Each	Amount
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-					Custo	omer Total Bala	ance \$250.00



mail a

On Behalf of United Rentals, Inc.

Fleet Response 695 Boston Mills Road Hudson, Ohio 44236

Date: 04/18/23

OB Curtis Water Treatment Plant 100 Ob Curtis Dr Ridgeland, MS 39157	RE:	Rental Equipment Damage Claim #: 46412 Rental Contract #: 212278382 Date of Loss: 10/24/22 Region: 920 Branch: 62K

						Tracking: Involce: 46	5412
Qty	E	quipm	ent			1	
	Unit #	Year	Make			Price	Amount
1 1	11395779		and the second s	Model	Serial #		
	11383179	2022	PREMIER	6612T-RP-TD2.9	255407	\$34,834.88	\$24.004.00
					Total:	1 += 1,001.00	\$34,834.88
					i vidi;	1	\$34,834.88

Fleet Response is handling a claim on behalf of United Rentals, Inc. involving their rental equipment while it was in your care, custody and control. Please remit payment to Fleet Response ASO United Rentals, Inc. at the address in the upper left hand corner of this invoice or submit this bill to your insurance company for payment.

Please contact me at 1-800-459-2550 ext 120 if you have any questions concerning this request. I appreciate your assistance in this regard.

Sincerely, Staten Brown STEVEN BROWN@FLEETRESPONSE.COM Fleet Response Heavy Equipment Recovery Specialist

17961 PAINTERS ROW COVINGTON, LA 70435 hone: 985-893-3631

INVOICE

Number	112430
Date	05/22/2023
Pane	1

Bill-to: 5365 CITY OF JACK FINANCE DIVI POST OFFICE JACKSON, MS	SION/A/C BOX BOX			Ship-to: CITY OF J H FEW 2302 LAU JACKSO	F JACKSO WELL TEA	TMEN REET	VT PLAN	T				
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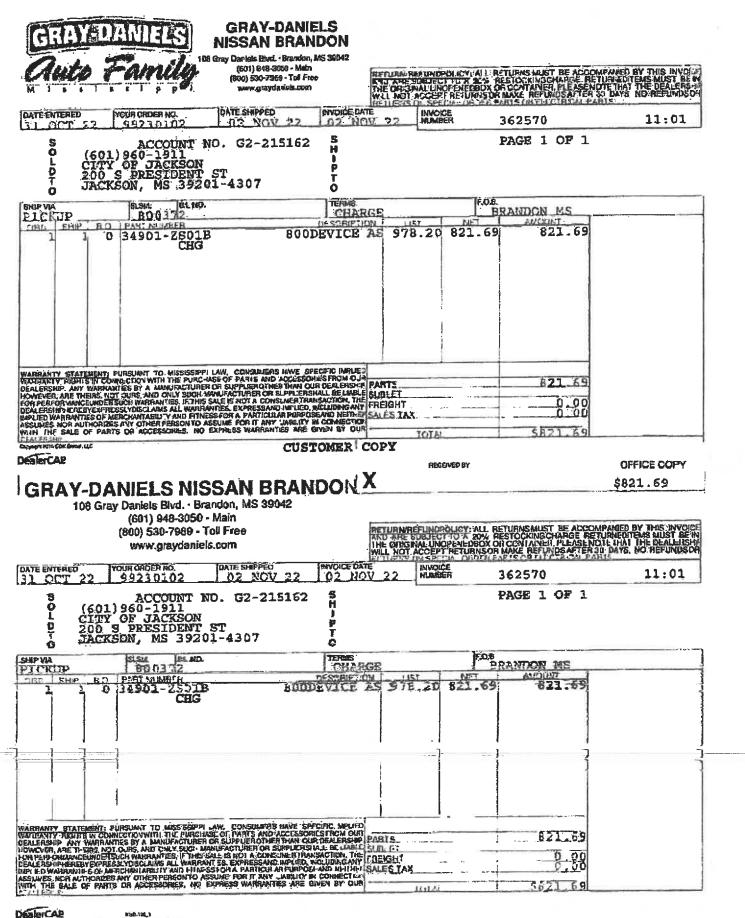
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Co., Inc.

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Engineered Products for Process and Power



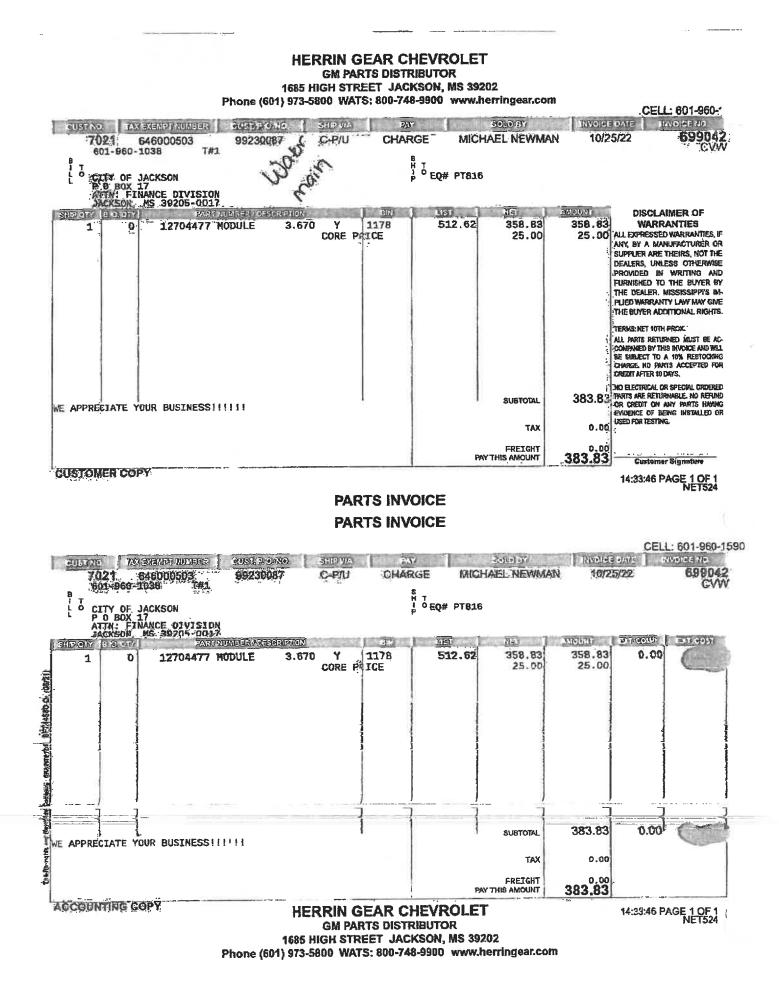
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CUSTOMER #)N NT 51 1201- .590	4307 CONT:601-	960-1911 720-6842		519222 INVOICE PAGE 1 RVICE ADVISOR	6050 (601) 206-5	HAY-DA ULO F -DANIELS (1-55 North Jackson, 884 - Mein (800) 725 (601) 206-5899 www.graydanieta DOUG ESKE	, MS 39211 -6160 - Toll Fr Fax .com			
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Harris L	and an article	4	TOTAL CONTRACT	1000	T.Y SHC

VARRANTY STATEMENT: PURSUANT TO SESSION TILKY, CONCERTING A STATEMENT AND AND AND	TI-DOM TOOM	TITLE
	LANSCH ADDICTORY	280.095
ALERSHIP MOWEVER, ARE THERES, NOT OURS, AND ONLY SUCH MANUFACTURENUR SUPPLEMENTALL DE LINBLE R PERFORMANCEUNDERSUCH WARRANTIES. NO EXPRESSWARRANTIES ARE GIVEN BY OUR DEALERSHIP. THIS R PERFORMANCEUNDERSUCH WARRANTIES. NO EXPRESSWARRANTIES ARE GIVEN BY OUR DEALERSHIP. THIS	PARTS AMOUNT	to . to
PAIRS NOT PERFORMEDN CONNECTIONWITH A CONSUMER TRANSACTION THE DEAL THE OF MERCHANTABLUTY	GAS, OIL, LUBE	0.00
CLAINS ALL WARRANTIES, EXPRESSAND INFOLD, INCLUDING AND AUTHORIZES ANY OTHER PERSON TO D FITNESS FOR A PARTICULAR PURPOSE, AND NETHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO SUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR.	SUBLET AMOUNT	0.00
SUME FOR IT ANY LIABID IT IN CONNECTION WITH THE GALE OF FAILS of the talk cost of their and parts and to exceed	MISC. CHARGES *	35.00
IOP SUPPLY COSTS: We have added a charge equal to 8.5% of the total cost of labor and parts, not to exceed 100, to the Mepair Order for shop supplies used in connection with this repair.	TOTAL CHARGES	315.00
inning below, you acknowledge that you were notified of and authorized the Dealership to perform the	LESS INSURANCE	0.00
'yning below, you acknowledge that you were notified of and authorized the Dealership to perform the strepartie itemized in hits involce and that you received (or had the opcortunity to inspect) any replaced parts as ad by you. The volidate is being returned to you in exchange for your payment of the Amount Due.	SALES TAX	0.00
CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE	PLEASE PAY. THIS AMOUNT	315.00

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.



	*****	*
PPLY, LLC. 5 HWY. 49 S. RICHLAND, MS. 39218	* * INVOICE * *********	*
KTCHINERO, TOTA	Document Number: 131245	
	Document Date: 11/18/22	
Sold CITY OF JACKSON To: ATTN: FINANCE DEPT. P O BOX 17 JACKSON, MS 39205	Page: 1 Ship CITY OF JACKSON Tø: ATTN: FINANCE DEPT. P O BOX 17 JACKSON, MS 39205	
Ship Via.: CPU Ship Date: 11/18/22 Due Date.: 12/18/22 Terms: NET 30	Cust I.D: Q3835 P.O. Number: 23000133 P.O. Date: 11/18/22 Job/Order No.: 43544 Salesperson: RICHARD	
tem I.D./Desc. Ordered	Shipped Unit Price Net	
'EL MOTORS 1.00 RTS, LABOR & MATERIALS TO REM AVEL MOTORS OFF A KUBOTA KX1 EXCAVATOR DUE TO LEAKS & FAILU MOTORS WERE DISASSEMBLED. BOTH ERE DEEMED NOT ECONOMICALLY REP. OTH TO BE REPLACED WITH AFTERMA	1.00 EACH 13925.2200 139 MOVE 2 161-3S JRE.BOTH MOTORS PAIRABLE. ARKET	25.22 E
NBOUND FREIGHT		50.00 E

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Subtoral:	14175.22
Tax:	0.00
Payments:	0.00
Total:	14175.22

CUSTOMER #: 10245 UNIT# PT762 CITY OF JACKSON 723809 927 PO BOX 17 JACKSON, MS 39206 HOME:601-813-5586 CONT:601- BUS: 601-960-1590 CHLL:601-			813-5586	D	A 213893 *INVOICE* JPLICATE 2 PAGE 1 WICE ADVISOR:	Servic www.	5 N Jackson, b Direct: (601) machaikfordjac ELL TREY	956-7011 kson.com		
COLOR	YEAR	MAKE/MODEL			VIN	LICENSE	MILEAGE	IN / OUT	TAG	
Blue	12	FORD F350 PI	CKUP.	1FD81	43C67CEC31967	PT762	200874/	200874	T3910	
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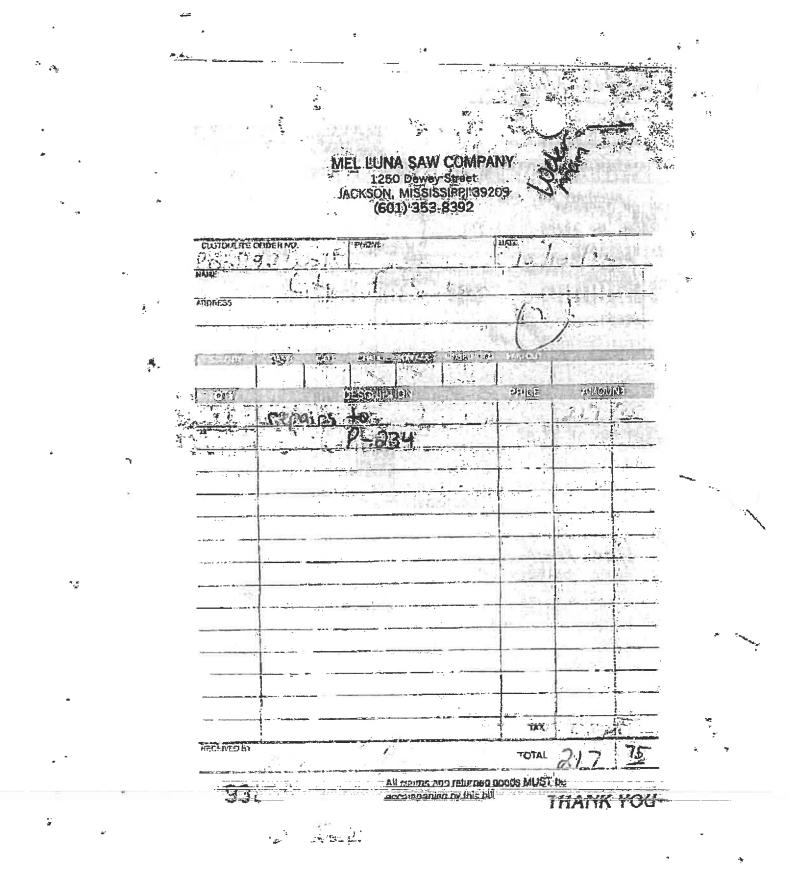
I would like to thank you for servicing your vehicle with us today. Should you have any comments or concerns, please feel free to call me on my direct line at 601-640-0325. I look forward to speaking to you. Have a great day!

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CLAIM ARE AVAILABLE. FOR (1) YEAR FROM THE DATE OF PAYMENT		MISC. CHARGES	50.00
NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.		TOTAL CHARGES	558.50
		LESS INSURANCE	0.00
r		SALES TAX	0.00
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	558.50

CUSTOMER COPY

Mac Haik_		
6130155 N. Jackson, MS 39211 Parts Direct: (601) 955-7008 www.machaikjacksonford.com	THE SELLER HEREBY EXPRESS MAPLED, MICLUDING ALL MPLE THE PARTICULAR PUREOSE AN OTHER PERSONTO ASSUME FO THESE MARKS	LY DISCLAIMS AN WARRANTIES, EITHER EXPRESS OR D WARRANTIES OF MERCHANTABILITY OR FITNESS FOR D THE SELLERMEITHER ASSUMES NOR AUTHORIZES ANT IR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF
DATE SHIPPED	INVOICE DATE 1.2 1/1/12 2 INVOICE NUMBER	3099055 09:44
S ACCOUNT NO. COJ O CITY OF JACKSON L PO BOX 17 D JACKSON, MS 39206 O 16011960-1593	S H I P T O <u>W.⊹COMP</u> : <u>FO=W</u> IYERMS	PAGE 1 OF 1
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44		Cores must be refurned in original Box to receive credit
		Purchases paid by check, musi waii 10 business days Jor refund
THANK YOU FROM ALL OF US AT MAC HAIK FORD	EARTS	Relumed parts must be new, complete, and in original package.
<u></u>	SUBLET	Parts that have been Installed, or tested, are not eligible for return
Customer Signature CUST	OMER COPY	<u>578 95</u>
Mac Haik_		\$78 95
6130 55 N. Jackson, MS 39211 Parls Direct: (601) 956-7008 09:44 www.machaikjacksonford.com	OTHER PERSON TO ASSUME FOR	Y DISCLAMS ALL WARRANTIES, EMMER EXPRESS OF WARRANTIES OF MERCHANTABILITY DR FITNESS FOR THE SELERNEITHER ASSUMES NOR AUTHORIZES ANY IT ANY LIABILITY IN CONNECTION WITH THE SALE OF
DATE ENTERED YOUR ORDER NO. DATE SHIPPED 6 NICY 2 5-3011- CVDV	INVOICE DATE INVOICE	3099055 09:44
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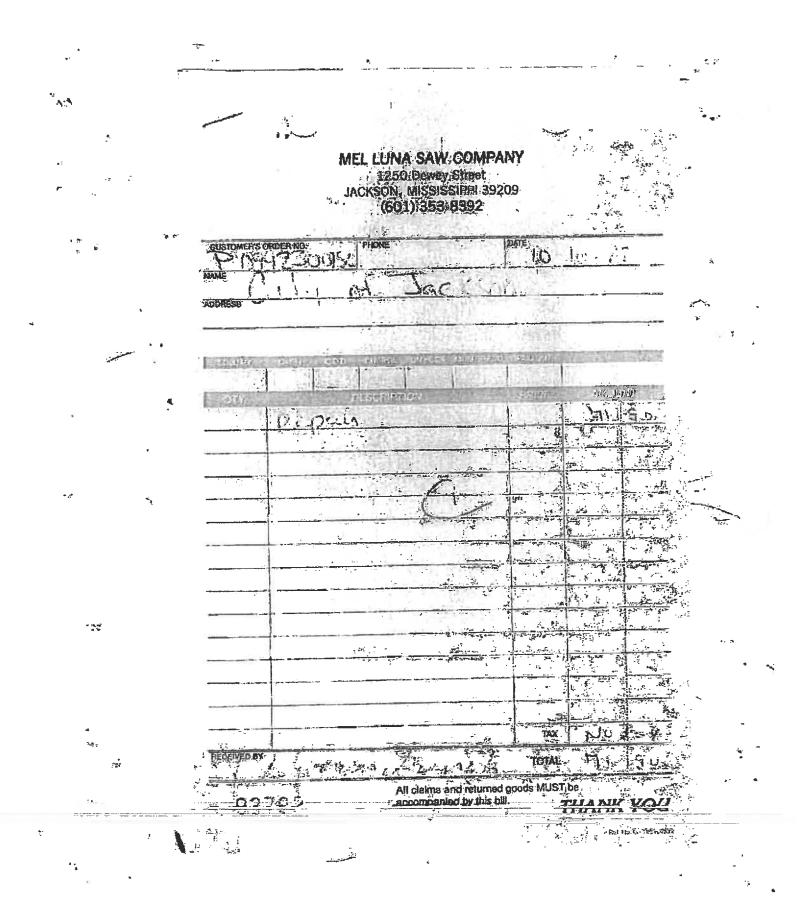


ąî. MEL LUNA SAW COMPANY 1250 Dewey Street JACKSON; MISSISSIPPI 39209 (601) 353-8392 DUTE . 101 22 THE 1 ADG-ESS . 流 (__]) ||-24 MERCHANN E 2. . 610 ropairs to: 14 RLM DISC نے۔ The second UQ. 8D TOTAL 22 RECEIPTE BY 2 12734 sticlaims and returned goods MUST be managed by this Dill. THANK YOU 5.5 τ

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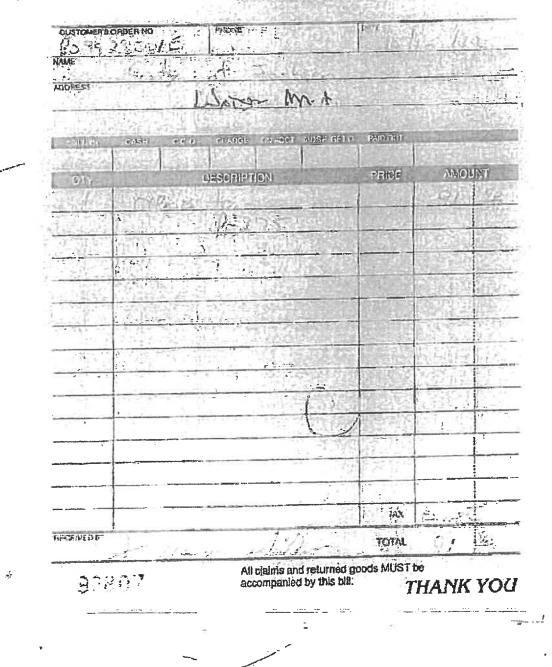
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MEL LUNA SAW COMPANY 1250 Dewey Street JACKSON, MISSISSIPPI 39209 (601) 353-8392



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i Ni 4. MEL LUNA SAW COMPANY 1250 Dewey Street JACKSON, MISSISSIPPI 39209 , (601) 353-8392 а, DISE ENI DREER NO. PHONE Intra ter 6 not San & Syan ADOMESS 1.1 Trangella - ATUTA AMORET PR.CE" ONY. 3 1 12% 5 1 ٦ç 14 1 TAX ě. REDENCO.B 27 TOTAL 89 34 All claims and returned goods MUST be Bertha THAT IN TOO RL/ 110. 8 . 105004352 5 44

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Novelty Machine Works Inc P.O. BOX 8194 Jackson, MS 39284-0194 J\$A

Voice: 601-948-2075 60-948-0019 Fax:

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INVOICE

Invoice Number: 94865 Oct 26, 2022 Invoice Date: Page: 1 Duplicate

CITY OF JACKSON BOX 17 Jackson, MS 39205 USA	CIT	Y OF JACKSON X 17 kson, MS 39205 A	
CITY	the second s	Net 30	Days
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,	Sales Tex		13,117.10
Check/Credit Memo No:	Total Invoice Amount Payment/Credit Applied	anna faile failte an stat a stat faile an stat a	

fr Regal Rexnord

Original Invoice

Nuttall Gear 2221 Niagara Falls Blvd Niagara Falls NY 14304-5710 800-724-6710

Remit To: JP Morgan Chase 24989 Network Place Chicago, IL 60673-1249

Page 1 of 1

BIII-TO Party CITY OF JACKSON ATTN: FINANCE DIVISION/ ACCT PAYABLE PO Box 17 JACKSON MS 39205-0017 USA

Sold-To Party CITY OF JACKSON ATTN: FINANCE DIVISION/ ACCT PAYABLE 219 S PRESIDENT ST JACKSON MS 39201-4312 **ÜSA**

Ship-To Party JH FEWELL 2302 LAUREL STREET JACKSON MS 39202 USA

Delivery#: 82407717 Tag Number#:

Notes

Invoice **Payment Information** 92606461 Invoice No. Invoice Date 08/17/2023 Order No. 2510610 Order Date 04/13/2023 PO No. 23000515 PO Date. 04/13/2023 Customer 18544 Currency USD Invoice Amount 19.984.45 Tracking No. XPO 848-709116 Ship Via Best Ltl Choice Delivery EXW, ORIGIN PPD/BILL Net Weight 1.000 LB **Gross Weight** 1.000 LB Terms Net 30 days Payment Due Date 09/16/2023 Ship from Country US

Invoice Item	e Details Material Description Brand Old Material No Customer Material No	Quantity Ordered	Quantity Shipped	Price Unit	Net Amount
000010	20005916	1.0 EA	1.0 EA	19,726.000	19,726.00
	E70-100 07D71219				
	1360-Delroyd Worm Gear 10D73896	Harmonized Tariff code			
	9.30 HP, 1.0 SF, 50 RATIO, 3 XX XX	5 RPM, ASSY B3			
	Notes				
	Tax				0.00
	Freight and Packaging Charge	85			258.45
	Invoice Amount				19,984.45 USD

Please visit https://www.regairexnord.com/terms-and-conditions-of-sale for Terms, Conditions and Warranties. We have filled your order as we understand it. If incorrect, please advise us at once. Incur no expense unless we authorize It.

449 Gardner Street, South Beloit, IL,61080 Telephone:(815) 389-6600 Invoice Questions Email: altra.invoiceinquiry@regairexnord.com

Altra Industrial Motion • The Power of Experience

Boston Gear • Warner Electric • TB Wood's • Formsprag Clutch • Stieber Clutch • Marland Clutch • Wichitz Clutch Industrial Clutch • Ameridrives Couplings • Nuttell Gear • Delroyd Worm Gear • Kilian Manufacturing • Inertia Dynamics Matrix International • Twiffex Limited • Bibby Transmissions • Huco Dynatork • Warner Linear • Ameridrives Power Transmission



City of Jackson, MS 200 South Presidents Street Jackson, MS 39201

emaitel 12/14

Ship To JH FEWELL

2302 LAUREL STREET JACKSON, MS 39202

Purchase Order

Fiscal Year	2023	Page 1 of 1
	20047610	974(B)
Purchase Orde	r Number	23000515
Purchase Orde	r Date	12/09/2022
Department	FEWELL WI	R PLNT, WELLS & TANKS
Required By		12/06/2022

City reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms have of including the warranties of the seller.

Vendor NUTTALL GEAR LLC NUTTALL GEAR LLC 24989 NETWORK PLACE CHICAGO, IL 60673

ITEM#	0)#5(6);8(2)[2][6]])			•10/ANEW	epty stoly	10/01/02/02	EXTENDED Schoe
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Note: Upon delivery of goods or services and receipt of your invoice, your claim for payment will be entered upon the claim document and payment allowed at the next regular meeting of the city council, as prescribed by state law.

NI. Purch sing Manager

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Page 2 of 2 12/05/2022 11:23:33

Sales Quotation

				Document Number Document Date	203920 12/05/	
item	Material Description Old Material Number Customer Material No		UOM	Pric	e/EA	Delivery Time
10	20005916 E70-100 07D71219 10D73896	1	EA	19,726.	000	*13 WKS ARO
	9.30 HP, 1.0 SF, 50 RA XX XX	TIO, 35 RPM, ASS	SY B3	. `		
		,				
hic Sales	Quatation is anyemed by and a	where to the	Seller terms an	d conditions of sale located at	www.allram	nijan com/tande wh

This Sales Quotation is governed by and expressly subject to the Seller terms and conditions of sale, located at www.altramotion.com/tandc, which terms and conditions are incorporated herein by reference. By placing an order based on this Sales Quotation, the Purchaser acknowledges that it has read and understood and agrees to be bound by such terms and conditions.

	Delroyd Worm Gear	Delroyd / Nuttall Gear 2221 Niagara Falls Bou NY 14302	ulevard, Niagara Falls Page 1 c 12/05/2022 11:2
	Worm Gear	716-298-4100	Sales Quotati
To: CITY ATTN 219 S	e 716-298-4100 FAX 716-298-4101 101 http://www.delroyd.com/ OF JACKSON 1: FINANCE DIVISION/ ACCT PAYAE S PRESIDENT ST SON MS 39201-4312	Information Quotation Number Quotation Date Validity Start Date Validity End Date Currency Incoterms Payment Terms Quoted By Quoted By Email Plant Contact	20392023 08/04/2022 08/04/2022 12/31/2022 USD EXW ORIGIN / COLLECT Net 30 days Paul Doricko paul.doricko@nuttallgear.com PAUL DORICKO
Custo	omer Number: 18544 omer Contact: JAMES PERRY hone: 601-960-1005	Field Contact Field Contact Field Contact Phone	JOSH RAYMOND 1200-GEN2S 501-304-0306
	PF JACKSON		
Accourt	zcount Info: it No: it Name:		
	1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.		
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Custo - All pr cost of aises and Br until th underl - Pleas - Minin - Prepa deliver - Colle minimu - Stoc - Allow Nutta Prices Refer Recer	Immer Reference20005916 / Uinces quoted are subject to change, withif raw materials and/or components indils prices or imposes a surcharge onuyer agrees to accept such price increateue termination of the Contract. Such priceis prices.se verify accuracy of all contents beforenum billing of \$100 per order.aid Shipments: Items are quoted EXWy charge (\$50 minimum) added to thect Shipments: Items are quoted EXWum) added to the invoice.k items are subject to prior sales andv 2 - 3 days for standard stock shipmentII Gear is not responsible for miss-quotes do not include any special inspectionence our quotation number on your of	thout notice, at any time prio creases due to unanticipated Seller, Seller reserves the rig ase or surcharge until the te ices and surcharges may be e ordering, as these items a shipping point (Niagara Fall invoice. shipping point (Niagara Fall availability ant purchase orders to ship. ted parts if Shop Order or S is and or certifications. der. e significantly increased their	or to Buyer's Acceptance. In the event that (i) I circumstances or otherwise and/or (ii) a ven ght to increase prices and/or surcharge Buyer im of such price increase or surcharge ends a adjusted by the Seller to reflect a change in are non-cancellable and non-returnable its, NY) with freight prepaid and a handling & s, NY) with a handling & delivery charge (\$50 perial # is not supplied
Custo - All pro- cost of aises and Br until th underly - Pleas - Minin - Prepa deliver - Colle minimu - Stoc - Allow Nutta Prices Refer Recei	mer Reference 20005916 / U rices quoted are subject to change, wi f raw materials and/or components ind ils prices or imposes a surcharge on uyer agrees to accept such price incre- ie termination of the Contract. Such pri- ying costs. se verify accuracy of all contents befor- hum billing of \$100 per order. aid Shipments: Items are quoted EXW y charge (\$50 minimum) added to the ct Shipments: Items are quoted EXW um) added to the invoice. k items are subject to prior sales and v 2 - 3 days for standard stock shipment Il Gear is not responsible for miss-quot s do not include any special inspectior ence our quotation number on your of nilly many Nuttal/Delroyd vendors haw	thout notice, at any time prio creases due to unanticipated Seller, Seller reserves the rig ase or surcharge until the te ices and surcharges may be e ordering, as these items a shipping point (Niagara Fall invoice. shipping point (Niagara Fall availability ant purchase orders to ship. ted parts if Shop Order or S is and or certifications. der. e significantly increased their	or to Buyer's Acceptance. In the event that (i) I circumstances or otherwise and/or (ii) a ven- ght to increase prices and/or surcharge Buyer im of such price increase or surcharge ends a adjusted by the Seller to reflect a change in are non-cancellable and non-returnable its, NY) with freight prepaid and a handling & s, NY) with a handling & delivery charge (\$50 perial # is not supplied

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		IP NUMBER 15-1548	DATE 08/17/2023	ORIGIN XBO	DESTINATION LJS	OUR REVENUE	ADV	ANCE	EYOND		ROU' NT NT1
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HM	PCS	DESCRIPTION	OF ARTICLES ANI	REMARKS				WEIGHT (LBS.)	RAT	E	CHARGE
	1	CSD CONSTR/	2510610, 82407717	ERY TO	TAL			414 414			PPD
RECE	VED ECES AL		WRAP INTACT?	DELIVERED	PIECES	TIME :	DRIVER SI	GNATURE		DATE	
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UBJE	CT TO	TERMS AND C	ONDITIONS HEREI	N. AND TARIFF CM	WY 199 IN EFFE	CT ON DATE OF SHIF	PMENT	and the second se			



Water main

INVOICE

On The Way Service 340 Mallory Dr Byram, MS 39272 United States

6019661630

BILL TO City Of Jackson 400063 Randy marshallb@jacksonms.gov			November 17, 2022 November 17, 2022
		Price	Amoun
Service Call Dis/mt	.	\$200.00	\$200.00
Valve Stem	2	\$15.00	\$30:00
		Total:	\$230.00
		Amount Due (USD) :	\$230.00

Notes / Terms Randy TK 737

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INVOICE

On The Way Service 340 Mallory Dr Byram, MS 39272 United States

6019661630

BILL TO City Of Jackson 400063 Randy marshallb@jacksonms.gov			November 17, 2022 November 17, 2022
liems	Quantity	Price	Amount
Service Call Repaired tire	1	\$165.00	\$165.00
		Total:	\$165.00
	An	ount Due (USD) :	\$165.00

Notes / Terms Randy F12

https://accounting.waveapps.com/invoices/11696919/export/1630381393878019654/46766F4744504C7763545674695A4A3543516E6881694E32714... 1/1



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RANKIN 1167 FLOWOOD DR FLOWOOD, MS 38232 Phone: 801-932-8618 Return Service Requested

Page:

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Remit To: RANKIN PO BOX 749486 ATLANTA, GA 30374-9486

Contact ar@renterg.com to remit electronically

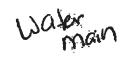
4 WEEK BILL

CI F. JA <u>60</u> Job S CI F. JA	mer: 115931 ITY OF JACKSON .0. BOX 17 ACKSON, MS 39205 01-960-1038 ite: TY OF JACKSON 0. BOX 17 ACKSON, MS 39205	Invoice # 109100081-0001 Invoice date 11/22/22 Date ont 10/28/22 11:49 AM Billed thru. 11/25/22 Job Loc SAME Job No Job Ref # P.O. # Ordered By JASON Terms Net 30 Days Sales Rep: STEVEN RANKIN Written by
Qty	Equipment #	Min Day Week 4 Week Amount
1		4.00 394.00 1330.00 2890.00 2890.00 0 GYD DUMP Ser #: 1FDNF7AN2NDF06402
	ITEMS: Item number Uni ENV EA ENVIRONMENTAL FEE	Price 100.000 100.00
		Sub-total: 2990.00 Damage waiver: 549.10 Tax: 247.74

CUSTOMER IS RESPONSIBLE FOR REPLIELING, DAMAGES OR REPARK CUSTONER IS RESPONSIBLE FOR F THE EQUIPMENT DOES NOT WORK PROPERTY, EDDFY THE DIRCE AT DICE TIRE DAMAGE & REPAIR 1. THES IS A CONTRACT. The words regist, buyer, you and yours reasons the person who signs this contract (or are obligated under its terms). We can and dester refer to the business named at right. and distilling and 2.20 No. Distance and the property in the barry second and does may any taking any spike of a ath and down 1.1. the enderstand matrix scales a characterized in the line product and understand the instructions ingenting the use and contained of the material anginesis. Renier further admovindges that he has read and fully understands the Wibits equipment rents) contract and agrees to be bound by all the terms, constitues and provisions insect. Renier does being the reasons score copy of this agreement at the lime of execution thereof.

DATE DELIVERED BY NAME PRINTED DATE CUSTOMER SIGNATURE Terms: Payment Due Net 30 - Delinquency charges, at the maximum monthly rate allowed by law, will apply 30 days from the date of involce. **RRK**

River City Equipment Rental & Sales, Inc. P.O. Box 746937 Atlanta, GA 30374-6937 www.rankinrental.com



 Continued
 Invoice #

 Tue 10/18/2022
 100081A-9

Bill to:		Customer# 33384				
CITY OF JACKSON			Job Descr: cancel			
P.O. B JACKS	OX 17 SON, MS 39205		Date Out: Fri 9/30/2022			
				Terms	Aging Date	
				On Account	Tue 10/18/2022	
Qty	ltern	Description	Date	Amoun	t Rate	
1	TRKBXDMP#10	Ford F750, 6 Yard Box Dump Truck 1Day \$394.00 1Week \$1,330.00 4Wks \$2,890.00	Fri 10/28/	2022 2,200.0	0 2,200.00	

Please pay from this invoice.

Misc Charges:		MS State Sales Tax:
\$0.00	\$0.00	\$0.00

120+ Days aged

 Total Amount :
 \$2,200.00
 Total Paid:
 \$0.00
 Total Due:
 \$2,200.00

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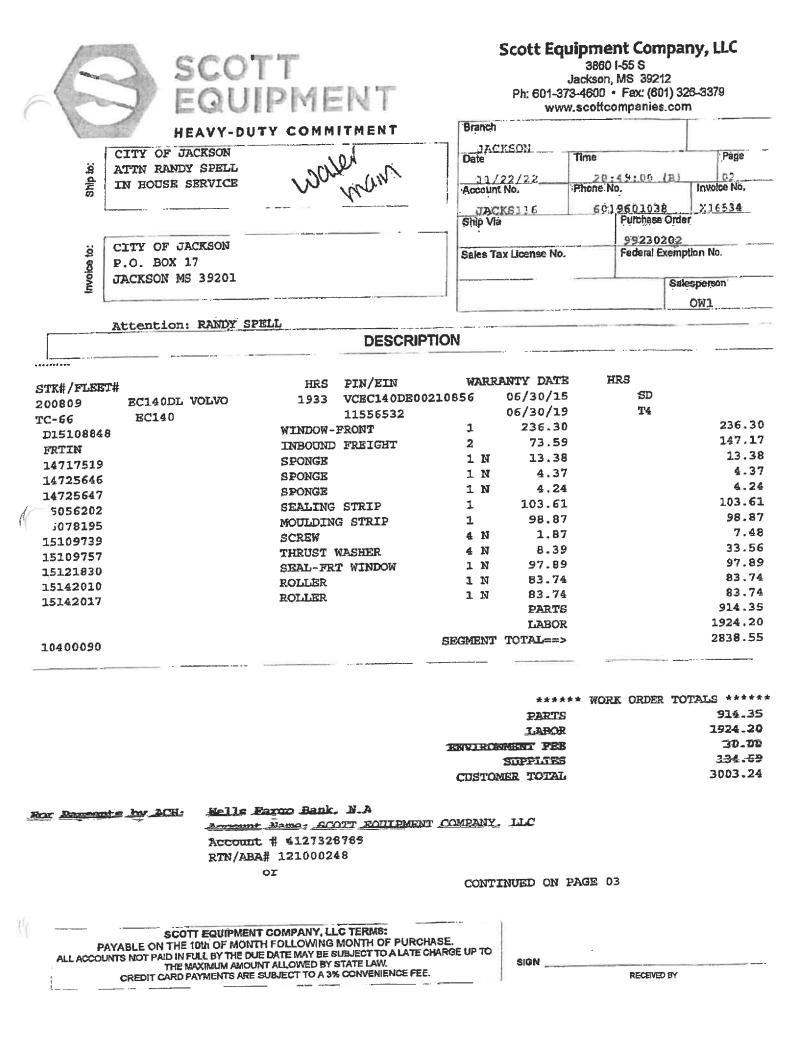
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'LL ACCOUNTS NOT	SCOTT EQUIPMENT CO BLE ON 10th OF MONTH FOL AID IN FULL BY THE DUE DA THE MAXIMUM AMOUNT A CARD PAYMENTS ARE SUB.	LOWING MONTH OF F TE MAY BE SUBJECT	PURCHASI TO A LAT AW.	E CHARGE	UP TO	CITY OF YACKSON	-; (人—	_	

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL. SPECIAL ORDERED PARTS RETURNED WITHIN 15 DAYS AND IN NEW CONDITION WILL BE ACCEPTED AND A 15% HANDLING CHARGE WILL BE ASSESSED. HOWEVER, PARTS NON-RETURNABLE TO THE FACTORY ARE NON-RETURNABLE TO US AND WILL NOT BE ACCEPTED FOR REFUND. ALL ELECTRICAL PARTS ARE NON-RETURNABLE,

RECEIVED BY

SIGN

SCOTT EQUIPMENT HEAVY-DUTY COMMITMENT	Scott Equipment Company, LLC 3860 I-55 S Jackson, MS 39212 Ph: 601-373-4600 • Fax: (601) 326-3379 www.scottcompanies.com Branch Jackson Jackson, MS 39212 Ph: 601-373-4600 • Fax: (601) 326-3379 www.scottcompanies.com Branch Jackson Jackson Branch Jackson Jackson Page Jackson Www.scottcompanies.com Branch Jackson Jackson <tr< th=""></tr<>
E CITY OF JACKSON P.O. BOX 17 JACKSON MS 39201	Sales Tax License No. Federal Exemption No. Salesperson
Attention: RANDY SPELA.	OW1
DESCRIPTIC	ON .
STK#/FLEET# HRS PIN/EIN 200809 EC140DL VOLVO 1933 VCEC140DE0021 TC-66 BC140 11556532 CALL SCOTT EQUIPMENT CO. FOR ALL YOUR PARTS SALES AND SERVICE NEEDS. AFTER HOURS CALL 601-373-4600 SEGMENT# 1 C D7701 NA 11/08/22 11/08/22 11/ REPAIR WINDSHEILD CORRECTION: 11/10/22 AJ INSPECTED DAMAGES TO THE WINDSHIELD AND FOUND THAT I NEEDS NEW LOCKS TO HOLD WINDSHIELD DOWN. ORDERED PAR 11/16/22 D7701 REMOVED TRAVEL LEVERS AND HANDRAIL TO BE ABLE TO GET WINDSHIELD MAS SLIDING OUT OF THE FRAME AND HAD MULT CRACKS. REMOVED THE GLASS FROM THE FRAME. DISASSEMBLE FRAME FOR WINDSHIELD TO NOUNT INTO. INSTALLED NEW WINDSHIELD AND SEAL INTO FRAME. SECURED THE WINDOW A MOUNTED NEW BOTTOM ROLLERS ONTO FRAME. MADE SURE THE TENSION CABLES WERE BACK ON TRACK AND SPRING PULLING HELPS ASSIST WITH LIFTING OF WINDSHIELD. INSTALLED F AND WINDSHIELD. ATTATED CABLES AND ROULLER ASSEMBLIES. TESTED DOOR FUNCTION. LEVERS AND HAI AND WINDSHIELD. STTATED CABLES AND RULLER ASSEMBLIES. TESTED DOOR FUNCTION. LEVERS AND HAI AND WINDSHIELD. INSTALLED LOWER GLASS AND NEW SEAL AROUND WINDW FRAME. BRINSTALLED FOOT	06/30/19 T4 30/22 T TS. MAIN SEMBLY. TPLE ED THE ED THE MHICH FRONT NDRAIL:
BE REPAIRED, REPLACE IT. LOCK OVER HEAD IS TORE UP AN TO BE FIXED. SCOTT EQUIPMENT COMPANY, LLC TERMS:	CONTINUED ON PAGE 02
PAYABLE ON THE 10th OF MONTH FOLLOWING MONTH OF PURCHAS ALL ACCOUNTS NOT PAID IN FULL BY THE DUE DATE MAY BE SUBJECT TO A LATE CHA THE MAXIMUM AMOUNT ALLOWED BY STATE LAW. CREDIT CARD PAYMENTS ARE SUBJECT TO A 3% CONVENIENCE FEE.	SEC UP TO SIGN



(internet in the second	SC	OTT UIPMI	ENT	Ph: 60	3860 Jackson)1-373-4600	nt Compa I-55 S MS 39212 Fax: (601) 3 ompanies.com	26-3379
	HEAVY	-DUTY COM	MITMENT	Branch			
Ship to:	CITY OF JACKSO ATIN RANDY SPE IN HOUSE SERVI	LL		Account No. Bate Account No. Backs116	Phone	: 45 : 00 (6) No. 19601038	Page 113 16755 No.
ğ	CITY OF JACKSO	N		Sales Tax Licens	Mo	99230302 Federal Exem	
(involce to:	P.O. BOX 17 JACKSON MS 392		ya afaliki				lespereon. OW1
4/ · · · · · · · · · · · · · · · · · · ·	Attention: RAN	Dr BPEILL	DESCRIPT	ON		and the property of the second second second	
1000000		<u>.</u>					
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For Payme	-	cott Equipmen O BOX 208377 allas, TX 753					

SCOTT EQUIPMENT COMPANY, LLC TERMS: PAYABLE ON THE 10th OF MONTH FOLLOWING MONTH OF PURCHASE. ALL ACCOUNTS NOT PAID IN FULL BY THE DUE DATE MAY BE SUBJECT TO A LATE CHARGE UP TO THE MAXIMUM AMOUNT ALLOWED BY STATE LAW. CREDIT CARD PAYMENTS ARE SUBJECT TO A 3% CONVENIENCE FEE.

SIGN _____

RECEIVED BY

Standard Crane & Hoist LLC 14694 Anline Highway Destrehan, LA 70047

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Voice (985) 725-1989 Fax: (985) 725-1957

CHI TA

CITY OF JACKSON, MS FINANCE DIV / ACCTS PAYABLE P 0 BOX 17 JACKSON, MS 39205-0017

	Gustomer 1D	Customer PO	Payment Terms	
-	CITJAC	23000513	Net 30 Days	
	Sales Rep ID	Shipping Method	Ship Date	TOUR Date
	ZACBUT	Company Truck	4/7/22	8/29/22

Quantity	liem	Description	Unit Price	Amount
1.00		SERVICE CALL- troubleshoot o/h crane for possible stuck bridge brake, axis had come out of truck wheel due to backed out ph. Reinstalled pin & new snap ring.	2,115.00	2,115.0
1.00		RENTAL 60' BOOM LIFT FOR ACCESS	1,092.74	1,092.74
1.00		EXPENSES	12.50	12.50
		Subtotal		3,220.24
		Sales Tax	1	Ţ
		Total Invoice Amount		3,220.24
eck/Credit Memo No		Payment/Credit Applied		
		TOTAL		3 220 24

Thank you for your attention to any past due involces.

INVOICE

Invoice Number: 9-92099 May 30, 2022 Invoice Date: ef. Page: Duplicate

310 to:

CITY OF JACKSON, MS 100 OB CURTIS DR

RICHLAND, MS 39157

Standard Crane & Hoist LLC 14694 Anine Highway Destrehan, LA 70047

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INVOICE

Invoice Number:	8-92147
Invoice Date:	Jun 30, 2022
Page:	1
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Marrie Contra

Voice: (985) 725-1989 Fax: (985) 725-1957

DITY OF JACKSON, MS JNANGE DIV / ACCTS PAYABLE	CITY OF JACKSON, MS FINANCE DIV LACCTS PAYABLE
0 BOX 17	P O BOX 17
ACKSON, MS 39205-0017	JACKSON MS 39205-0017
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CINED DIRECTO	Customer PV	Feyine	HIT PRICES
CITJAC	23000513	Net	30 Days
Sales Rep ID	Shipping Mathod	Ship Date	Due Date
RONBET	Company Truck	6/15/22	7/30/22

Quantity	Item Description	Unit Price	Amount
.1,00	SERVICE CALL - TROUBLESHOOT CONTROL FUSES ON TRANSFORMER REPLACED BAD FUSES		450,00
:1.D0	EXPENSES	12.50	12.50
	Bulitotal		462.50
	Total Invoice Amount		462.50
eck/Credit Memo No:	Payment/Credit Applied		-102.40
ieńsziszti lätatite táó	TOTAL		462.50

Thank you for your attention to any past due involces.

Saula	1441	Saussen Studen	
Standard	Crana	R HAICT	
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14694 Alrine Highway Destrehan, LA 70047

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INVO	ICE
Involce Number:	9-92169
Invoice Date:	Jul 31, 2022
Page:	4
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Voice: (985) 725-1989 Fax: (985) 725-1957

BUTA	Sha ta
CITY OF JACKSON, MS FINANCE DIV / ACCTS PAYABLE P-O BOX 17 JACKSON, MS 39205-0017	CITY OF JACKSON, MS OB CURTIS 322442 COUNTY LINE RD RIDGELAND, MS 39137

CITJAC	23000513	Net 30 Da	let 30 Days	
Sales Rep ID	Shipping Method	Oblo Date	Due Date	
RONBET	Company Truck	7/6/22	8/30/22	
-	Description	Unit Price	Amount	
1.00	SERVICE CALL TO INSTALL	300.00	300.0	
	REPLACEMENT CONTACTOR			
1.00	EXPENSES	18.00	18.0	
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	Subtold		318.00	
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Thank you for your attention to any past due invoices.

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Invoice



STUART C IRBY BR12 JACKSON MS 815 IRBY DRIVE JACKSON MS 39201 601-969-1811 Fax 601-960-7373

INVOICE DATE ORDI		ER NUMBER	8	
07/30/21	\$012530566.0			
REMIT TO: STUART C IRBY C		PAGE NO.		
POST OFFICE BOX ATLANTA GA 3038		1	1	

BILL TO: CITY OF JACKSON MS PURCH ACCTS PAYABLE/FINANCE/MG PO BOX 17 JACKSON, MS 39205-0017 SHIP TO: CITY OF JACKSON OB CURTIS WATER PLANT 100 OB CURTIS DRIVE RIDGELAND, MS 39157-1115

		ORDERED BY	: MOUSETTA SPA	NN
CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB/RELEASE NUMBER	OUTSIDE SA	LESPERSON
176701	21001068	8200020169 9/2015	John C San	
INSIDE SALESPERSON	SHIP VIA	TERMS CODE	SHIP DATE	ORDER DATE
and a second sec			0.0 /00 /00	07/10/01
XBANY	MONDAY OT	NET.NEXT.EOM	07/30/21 Prc/U0M	07/13/21 Ext Amt
NE	DESCRIPTION	ORDER OTY SHIP OTY 20 2		4832.6
RADWELL **Specia	NC-120A-6A (PLC CENTER INT) CONTACTOR al Order Product**		241.030EA	4002.0
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et Due Date		REVO BY	i Sales Tax	
		PATRICK	Payments	-564
PRODUCT AND SERVICES	08/31/2021 5 ARE SUBJECT TO, AND GOVERNED EXCLUSIVELY BY, (PROPARTED MEREIN AND AVAILABLE AT YWW.Irby.com/t NG TERMS ARE REJECTED, VOID AND OF NO FORCE OR 1	OUR TERMS AND DURING TOOMS	Amount Due	4278.

C United Rentals FLUID SOLUTIONS BRUNTH 62K 2110 HHT 49S FLORENCE 39073 601-932-4916				CE	N
OB CURTIS WATER PLANT 100 OB CURTIS DR RIDGELAND MS 39157-1115		Customer # Invoice Dat Rental Out Rental In UR Job Loc UR Job # Customer Jo	<pre>>> 10/28/2 >> 10/24/2 >> 10/24/2 >> 10/27/2 >>> 10/27/2 >>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>></pre>	7 22 22 01:37 22 08:34	DM
Office: 601-960-2730 Cel		P.O. # Ordered By Reserved By Salesperson	: JAMES W : JOSEPH	HARPER MACK MILNER	
CITY OF JACKSON OB CURTI PO BOX 17 JACKSON MS 39205-0017	IS WTP	Invoice Amount: \$1,012.54			
0017		Payment options:	Due Upon Receipt Contact our oracle office UNITED RENTALS (PD BOX 100711 ATLANTA GA 30384	704-816-4945 NORTH AMER	
RENTAL ITEMS: Oty Equipment Description		AND STORE STERNING & STREET	Hand Start Fasting Station of	CON MERCENSION	AND COMPANY AND
1 11395779 PUMP 6" VAC ASSIST - Make: PERMITE Madel	6612T-RP-TD2.9	Day 239.00		eek	Amount 704.00
ALES/MISCELLANEOUS ITEMS:			Rental Subtor	tal:	704.00
1 DELIVERY CHARGE		Price	Unit of Measu	ire Ext	ended Ant.
1 PICKUP CHARGE		154.270	EACH		154.27
		154.270	EACH		154.27
		Sal	es/Misc Subtot	al:	308.54
mments/notes:		Ag:	reement Subtot		1,012.54
CONTACT: RICHARD HARPER CELLA: 769-798-6890			Tot	al:	1,012.54
ARE YOU OR YOUR EMPLOYEES IN NEED OF O CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITED	PERATOR CERTIFICATION TRAINING?				
SOURCEMELL BASED CONTRACT 062320 URI	ALAIALS.CUM/TRAINING				
ective January 1, 2021 and where permitted h For accounts. This surcharge is not greater in some jurisdictions. NGS: This invoice is subject to the town	by law, United Rentals may impose a than our morchast document	Surcharge of 1.81	for gradit and	4	

Payable To: U.S. Geological Survey svin D. Jones Phone: (225) 298-5481 ext. United States Geological Survey P.O. Box 6200-27 Portland, OR 97228-6200 = JACKSON X 17 DN MS 39205	Additional email GS-/ 703-648-7 Checks mi U.S. Geok	Bill #: Customer: Date: Due Date: forms of paymer A-HQ_RMS@US 683 for additiona	07/15/2 09/13/2 ht may be SGS.GOV I informat	2022 2022 accepted. Pleas
P.O. Box 6200-27 Portland, OR 97228-6200 F JACKSON X 17 DN MS 39205	email GS-/ 703-648-70 Checks mi U.S. Geok	A-HQ_RMS@US 683 for additiona ust be made pay	SGS.GOV I informat	or call
X 17 DN MS 39205	email GS-/ 703-648-70 Checks mi U.S. Geok	A-HQ_RMS@US 683 for additiona ust be made pay	SGS.GOV I informat	or call
.gov go to https://www.pay.gov.	U.S. Geolo			
	Amount of	bgical Survey. Plu bill number on al Payment: \$	ease deta I remittan	
Description	Otv	Unit Price		Amount
ocoupton		Cost		, priodite
arterly billing for the collection of continuous ge and discharge data for one site; high-flow ge and discharge data for seven sites; ttinuous stage at two sites; and annual peak ge and discharge for three sites during the iod of October 1, 2021 through September 30, 22. iod of Performance: il 1, 2022 through June 30, 2022 billing inquires, please email: w-Img_agreements@usgs.gov	1	18,625.00	1	18,625.00
		Amount Due t	is Ba:	18,525,10
zánar				
5 499				:
	ge and discharge data for seven sites; tinuous stage at two sites; and annual peak ge and discharge for three sites during the od of October 1, 2021 through September 30, 2. iod of Performance: il 1, 2022 through June 30, 2022 billing inquires, please email: w-Img_agreements@usgs.gov	arterly billing for the collection of continuous ge and discharge data for one site; high-flow ge and discharge data for seven sites; tinuous stage at two sites; and annual peak ge and discharge for three sites during the od of October 1, 2021 through September 30, 2. Nod of Performance: If 1, 2022 through June 30, 2022 billing inquires, please email: w-Img_agreements@usgs.gov	Amount Due 1 arterly billing for the collection of continuous ge and discharge data for one site; high-flow ge and discharge data for seven sites; tinuous stage at two sites; and annual peak ge and discharge for three sites during the od of October 1, 2021 through September 30, 2. 1 18,625.00 idd of Performance: if 1, 2022 through June 30, 2022 billing inquires, please email: w-Img_agreements@usgs.gov 1 18,625.00	Cost Per arterly billing for the collection of continuous 1 18,625.00 1 ge and discharge data for one site; high-flow 1 18,625.00 1 ge and discharge data for seven sites; 1 18,625.00 1 ge and discharge data for seven sites; 1 18,625.00 1 ge and discharge data for seven sites; 1 18,625.00 1 ge and discharge for three sites during the 0 1 18,625.00 1 ge and discharge for three sites during the 0 1 18,625.00 1 ge and discharge for three sites during the 1 18,625.00 1 1 ge and discharge for three sites during the 1

DI-1040	DI-1040 UNITED STATES DEPARTMENT OF THE INTERIOR DOWN PAYMENT (BILL) REQUEST			
Make Remitta Billing Contac	nce Payable To: U.S. Geological Survey t: Desvin D. Jones Phone: (225) 298-548	1 ext. 3114	Bill #: Customer: Date: Due Date:	90995769 6000001499 07/15/2022 09/13/2022
Remit Paymer	nt To: United States Geological Survey P.O. Box 5200-27 Portland, OR 97228-5200			
P.C	TY OF JACKSON D. BOX 17 CKSON MS 39205	email GS-A	orms of payment -HQ_RMS@USG 83 for additional i	
To pay through	Pay.gov go to https://www.pay.gov.	U.S. Geolog or include bi	il number on all r	se detach the top portion emittances.
•		Amount of P	Payment: \$	
Date	Description	Qty	Unit Price	Amount
			Cost	Per
			Amount Due this	Bil: 18.625.00
Accounting Cla Sales Order, 11 Sales Office: G Customer: 600 Accounting #: 1 TIN: *****0503	06245 3EM1 0001499			
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DI-1040	UNITED STATES DEPARTMENT O	F THE INTE	RIOR		Page:1
	DOWN PAYMENT (BILL) R	EQUEST			2
	ce Payable To: U.S. Geological Survey Desvin D. Jones Phone: (225) 298-5481 ext	t. 311 4	Bill #: Customer: Date: Due Date:	09/08/2	1499 022
Remit Payment	To: United States Geological Survey P.O. Box 6200-27 Portland, OR 97228-6200				
P.O.	Y OF JACKSON . BOX 17 KSON MS 39205	email GS-/	forms of paymer A-HQ_RMS@US 683 for additiona	SGS.GOV	
To pay through	Pay.gov go to https://www.pay.gov.	U.S. Geolo or include l	ust be made pay ogical Survey. Pl bill number on a Payment: \$	ease deta Il remittan	
Date	Description	Qty	Unit Price		Amount
Date	Description	City	Cost	Per	Amount
09/08/2022	Quarterly billing for the collection of continuous stage and discharge data for one site; high-flow stage and discharge data for seven sites; continuous stage at two sites; and annual peak stage and discharge for three sites during the period of October 1, 2021 through September 30, 2022. Period of Performance: July 1, 2022 through September 30, 2022 For billing inquires, please email: gs-w-Img_agreements@usgs.gov 22MLJFAMSDA089	1	18,625.00	1	18,625.00
			Amount Due1	his Bill:	18,625.00
*					
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Accounting #: 3	11282928				

	DI-1040	UNITED STATES DEPARTMENT O DOWN PAYMENT (BILL) R		ERIOR		Page:1
F	Make Remitta Billing Contact	nce Payable To: U.S. Geological Survey :: MY-CHAE' MAY Phone: 225-772-1964		Bill #: Customer Date; Due Date:	02/10/	01499 2023
	Remit Paymer	nt To: United States Geological Survey P.O. Box 6200-27 Portland, OR 97228-6200				
	P.C	TY OF JACKSON). BOX 17 CKSON MS 39205	email GS	l forms of payme -A-HQ_RMS@U 7683 for additiona	SGS.GOV	
	To pay through	n Pay.gov go to https://www.pay.gov.	U.S. Geol or include	nust be made pay logical Survey. Pl bill number on a	ease deta Il remittan	ces.
			Amount o	f Payment: \$,	
	Date	Description	Qty	Unit Price		Amount
	Date	Description	Cary	Cost	Per	Anodin
6	02/10/2023	Quarterly billing for the collection of continuous stage and discharge data for one site; high-flow stage and discharge data for seven sites; continuous stage at two sites; and annual peak stage and discharge for three sites during the period of October 1, 2022 through September 30, 2023. For billing inquires, please email: gs-w-Img_agreements@usgs.gov 23MLJFAMSDA089		19,092.50	1	19,092.50
ĺ				Annual Dug di	- Dille	10.000 50
1				Amount Due t	ne Biir 1	19,092.50
	Accounting Cli Sales Order: 1 Sales Office: 0 Customer: 600 Accounting #: TIN: *****0503	12125 SEMI 10001499 1131 9 77 9				[
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DI-1040		UNITED STATES DEPARTMENT (DOWN PAYMENT (BILL)		R	Page:1
		yable To: U.S. Geological Survey CHAE' MAY Phone: 225-772-1964		Bill #: Customer: Date: Due Date:	91062026 6000001499 04/12/2023 06/11/2023
Remit Pa	yment To:	United States Geological Survey P.O. Box 6200-27 Portland, OR 97228-6200			
Payer:	P.O. BOX	JACKSON 17 NMS 39205		Q_RMS@US	t may be accepted. Please GS.GOV or call information.
To pay through Pay.gov go to https://www.pay.gov.			Checks must i U.S. Geologica or include bill i Amount of Pay	al Survey. Ple number on all	ase detach the top portion remittances.

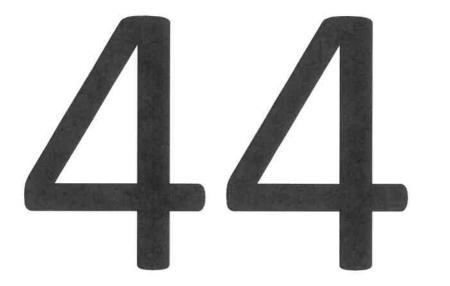
Date Description Qty Unit Price Amount Cost Per 04/12/2023 Quarterly billing for the collection of continuous 1 19,092.50 1 19,092.50 stage and discharge data for one site; high-flow stage and discharge data for seven sites; continuous stage at two sites; and annual peak stage and discharge for three sites during the period of October 1, 2022 through September 30, 2023. For billing inquires, please email: gs-w-lmg_agreements@usgs.gov 23MLJFAMSDA089 Amount Due this Bilt. 19,092.50 Accounting Classification: Sales Order: 112125 Sales Office: GEMI Customer: 6000001499 Accounting # 11334085

TIN: ****0503

	UN	IITED STATES DEPARTMENT DOWN PAYMENT (BILL)				Page:1
		I.S. Geological Survey Phone: 225-772-1964		Bill #: Custome Date: Due Date	07/12)01499 /2023
Remit Paym	P.O. Box (ates Geological Survey 6200-27 OR 97228-6200				
P	CITY OF JACKSON 2.0. BOX 17 ACKSON MS 39205	5	email GS-	l forms of payme A-HQ_RMS@U 7683 for addition	SGS.GO	/ or call
To pay throu	gh Pay.gov go to http	os://www.pay.gov.	U.S. Geol or include	ust be made pay ogical Survey. P bill number on a	lease deti Il remittar	ices.
			Amount of	Payment: \$		
Date	1	Description	Qty	Unit Price	9	Amount
				Cost	Per	
07/12/2023	stage and discha stage and discha continuous stage stage and discha	nents@usgs.gov	1	19,092.50	1	19,092.5
				Amount Due ti	his Bill-	19,092.50
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DI-1040	UNITED STATES DEPARTMENT OF DOWN PAYMENT (BILL) RE				Page:1
	nce Payable To: U.S. Geological Survey : MY-CHAE' MAY Phone: 225-772-1964		Bill #: Customer Date: Due Date:	09/13/	01499 2023
Remit Paymer	P.O. Box 6200-27	EIVE	ED		
	Portland, OR 97228-6200 SEP	19 2023	3		
P.C		email GS-/	SOFFICE forms of payme A-HQ_RMS@U 683 for addition	SGS.GOV	
To pay through	a Pay.gov go to https://www.pay.gov.	U.S. Geolo or include	ust be made pay ogical Survey. Pr bill number on a Payment: \$	lease dett II remittar	ach the top portion Ices.
Date	Description	Qty	Unit Pric Cost	e Per	Amount
09/13/2023	Quarterly billing for the collection of continuous stage and discharge data for one site; high-flow stage and discharge data for seven sites; continuous stage at two sites; end annual peak stage and discharge for three sites during the period of October 1, 2022 through September 30, 2023. For billing inquires, please email: gs-w-Img_agreements@usgs.gov 23MLJFAMSDA089	1	19,092.50	1	19,092.50
			Amount Due 1	his Bill:	19,092.50
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Sales Office: (0001100				-
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ORDER RATIFYING REPAIRS TO BUILDINGS AND EQUIPMENT AND THE PROCUREMENT OF SERVICES FROM CERTAIN VENDORS AUTHORIZING PAYMENTS TO SAID VENDORS

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

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

WHEREAS, the repairs to buildings and equipment set forth in certain invoices attached hereto where made to the City's buildings and equipment; and

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

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

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

United Plumbing & Heating Co., Inc.	\$6,487.49
TK Elevator Corporation	\$9,923.12
Integrated Pest Control Maintenance LLC	\$1,335.00
Universal Services, LLC	\$2,842.00
Upchurch Services, LLC	\$1,201.85
Johnson Controls, Inc.	\$13,389.03
Total	\$35,178.49

Agenda Item # 44 September 12, 2023 BY: R.LEE, LUMUMBA



City of Jackson Department of Public Works

Council Agenda Item Memorandum

To: Honorable Chokwe A. Lumumba, Mayor

- From: Robert Lee, City Engineering Department of Public Works
- Date: September 11, 2023

Agenda Item: ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS

Council Meeting: Regular Council Meeting, September 26, 2023

Purpose:The Building Maintenance Division will use these funds to pay overdue
payments for maintenances provide by United Plumbing, TK Elevator,
Integrated Pest Control, Universal Services, UpChurch Services, LLC.,
and Johnson Controls throughout the City of Jackson.

Cost: \$35,178.49

Project/Contract Type: N/A

Funding Source:Several accountsSchedule/Time:September 26, 2023DPW Manager:Stanley Arnold

Background: The Building Maintenance Division will use these funds to pay overdue payments for maintenances provide by United Plumbing, TK Elevator, Integrated Pest Control, Universal Services, UpChurch Services, LLC., and Johnson Controls throughout the City of Jackson.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

____September 11, 2023 DATE

	POINTS	COMMENTS				
1.	Brief Description / Purpose	ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS				
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	. Citizens of Jackson				
4.	Benefits	The Building Maintenance Division will use these funds to pay overdue payments for maintenances provide by United Plumbing, TK Elevator, Integrated Pest Control, Universal Services, UpChurch Services, LLC and Johnson Controls throughout the City of Jackson.				
5	Schedule (beginning date)	Scheduled date following City Council Approval				
6.	 Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable 	City Wide				
7.	Action implemented by: City Department Consultant	Department of Public Works				
8.	COST	\$35,178.49				
9.	Source of Funding General Fund Grant Bond Other	Several Accounts				
10.	EBO participation	ABE % WAIVER yes no N/A AABE % WAIVER yes no N/A WBE % WAIVER yes no N/A HBE % WAIVER yes no N/A NABE % WAIVER yes no N/A				

Office of the City Attorney



OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING REPAIRS TO BUILDINGS AND EQUIPMENT AND THE PROCUREMENT OF SERVICES FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS is legally sufficient for placement in NOVUS Agenda.

CATORIA P. MARTIN, CITY ATTORNEY Terry Williamson, Legal Counset

United Plumbing & Heating Co., Inc

1929 Midway Street Jackson, MS 39204 US +1 6013734717 unitedplumbmct@aol.com

INVOICE

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BILL TO City of Jackson P.O. Box 17 Fina Division/Accts. F Jackson, MS, 39	City ance Hoc 'ayable 200	SHIP TO City of Jackson Hood Bldg 200 South President Street Jackson, MS, 39201		INVOICE # 1013347-1 DATE 08/11/2023 DUE DATE 09/10/2023 TERMS Net 30		
P.O. NUMBER 77230772		SALES REP Shawn & Dre				
DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT	
08/14/2023	Custom	SERVICE CALLS STRAIGHT TIME	2	108.00	216.00T	
08/14/2023	Custom	Parts and materials	1	25.00	25.00T	
08/14/2023	K 50	K 50	1	15.00	15.00T	
	d leaking and line stopped up. I liced old trap with new	SUBTOTAL Ran k 50 in line TAX (0) TOTAL BALANCE DUE	Ξ		256.00 0.00 256.00 \$256.00	

DUE UPON COMPLETION

Complaints must be made within 30 days. Any amount unpaid after 180 days, will result in a 5% interest fee added monthly. If no payment is made within 180 days, we have the authority to remove our property without being held responsible for damages in the removal of said materials and/or turned over for collections.

United Plumbing & Heating Co., Inc 1929 Midway Street Jackson, MS 39204 US +1 6013734717 unitedplumbmct@aol.com

INVOICE

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BILL TO City of Jackson P.O. Box 17 Finan Division/Accts. Par Jackson, MS, 3920	ice Pistol Range yable 1005 East McI	City of Jackson		INVOICE # 1013369-2 DATE 08/14/2023 DUE DATE 09/13/2023 TERMS Net 30		
P.O. NUMBER 77230773		SALES REP Donald & Pat				
DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT	
08/14/2023	Custom	SERVICE CALLS STRAIGHT TIME	2	108.00	216.00T	
Pistol Range 1005 East McDowell R Jackson, MS, 39204 Unstopped toilet in met toilets	oad n's restroom I recommend new upgrade o	SUBTOTAL TAX (0) TOTAL ⁿ BALANCE DUE	,		216.00 0.00 216.00 \$216.00	

DUE UPON COMPLETION

Complaints must be made within 30 days. Any amount unpaid after 180 days, will result in a 5% interest fee added monthly. If no payment is made within 180 days, we have the authority to remove our property without being held responsible for damages in the removal of said materials and/or turned over for collections.

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United Plumbing & Heating Co., Inc

1929 Midway Street Jackson, MS 39204 US +1 6013734717 unitedplumbmct@aol.com

INVOICE

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BILL TOSHIP TOCity of JacksonTRAINING ACP.O. Box 17 Finance3000 ST CHAIDivision/Accts. PayableJACKSON, MSJackson, MS, 39205Statement		RLES ST	INVOICE # 1013389-1 DATE 08/16/2023 DUE DATE 09/15/2023 TERMS Net 30		
P.O. NUMBER 77230774		SALES REP Shawn & Dre		÷	
DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/17/2023	Custom	UnitedPlumb0684 - SERVICE CALLS - SERVICE CALLS STRAIGHT TIME	2	108.00	216.00T
08/17/2023	K 50	K 50 - Service - K 50	1	15.00	15.00T
TRAINING ACADEM 3000 ST CHARLES JACKSON, MS, 392 Ran k50 in floor drai Cleared and tested of	ST 04 n in mechanical closet in men's barracks 14ft	SUBTOTAL TAX (0) TOTAL BALANCE DUE			231.00 0.00 231.00 \$231.00

DUE UPON COMPLETION

Complaints must be made within 30 days. Any amount unpaid after 180 days, will result in a 5% interest fee added monthly. If no payment is made within 180 days, we have the authority to remove our property without being held responsible for damages in the removal of said materials and/or turned over for collections.

United Plumbing & Heating Co., Inc 1929 Midway Street Jackson, MS 39204 US +1 6013734717 unitedplumbmct@aol.com

INVOICE

BILL TO City of Jackson P.O. Box 17 Finand Division/Accts. Pay Jackson, MS, 3920	able 218 South I	ng DUE DATE 09/15/202 resident Street TERMS Net 30		6/2023 5/2023	
P.O. NUMBER 77230780		SALES REP Shawn & Dre			
DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/17/2023	Custom	Maint.	2	108.00	216.00T
08/17/2023	Custom	Parts and materials	1	35.00	35.00T
Porter Bld. Replaced diaphragm in flushing properly	women's restroom first toilet. Tested	SUBTOTAL and TAX (0) TOTAL BALANCE DUE			251.00 0.00 251.00 \$251.00

DUE UPON COMPLETION

Complaints must be made within 30 days. Any amount unpaid after 180 days, will result in a 5% interest fee added monthly. If no payment is made within 180 days, we have the authority to remove our property without being held responsible for damages in the removal of said materials and/or turned over for collections.

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United Plumbing & Heating Co., Inc

1929 Midway Street Jackson, MS 39204 US +1 6013734717 unitedplumbmct@aol.com

INVOICE

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BILL TO City of Jackson P.O. Box 17 Fina Division/Accts. F Jackson, MS, 39	Payable	City of Jackson Hood Bldg DUE		VOICE # 101: DATE 08// IE DATE 09// TERMS Net	25/2023 24/2023
P.O. NUMBER 77230787		SALES REP Shawn & Dre			
DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/28/2023	Custom	Maint.	2	108.00	216.00T
08/28/2023	K 50	K 50	1	15.00	15.00T
Hood Bld Ran k50 in ac drain l	ine. Tested and line is di	SUBTOTAL aining TAX (0) TOTAL BALANCE DUI	E		231.00 0.00 231.00 \$231.00

DUE UPON COMPLETION

United Plumbing & Heating Co., Inc 1929 Midway Street Jackson, MS 39204 US +1 6013734717 unitedplumbmct@aol.com

INVOICE

BILL TO

SHIP TO

City of Jackson P.O. Box 17 Finance Division/Accts. Payable Jackson, MS, 39205 City of Jackson 514 E. Court Street Jackson, MS, 39201 INVOICE # 1013400-1 DATE 08/23/2023 DUE DATE 09/22/2023 TERMS Net 30

P.O. NUMBER 77230775			SALES REP Shawn & Dre			
DATE	ACTIVITY	DES	CRIPTION	QTY	RATE	AMOUNT
08/17/2023	Custom	Mair	nt.	1	841.00	841.00T
514 E. Court Street		••••••	SUBTOTAL		••••••••••	
Jackson, MS, 39201			TAX (0)			0.00
	tern for sink and condensate in gar	age for mobile	TOTAL			841.00
crime lab			BALANCE DUE			\$841.00

DUE UPON COMPLETION

UOI. 433. 00. 6461 CARE + Maint.

INV/OICE # 1013288-1

United Plumbing & Heating Co., Inc 1929 Midway Street Jackson, MS 39204 US +1 6013734717 unitedplumbmct@aol.com

INVOICE

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City of JacksonCity of JacksonP.O. Box 17 FinanceHood BldgDivision/Accts. Payable200 South Pre		SHIP TO City of Jackson Hood Bldg 200 South President Jackson, MS, 39201	President Street		DATE 08/07/2023 DUE DATE 09/06/2023 TERMS Net 30		
P.O. NUMBER 77230762			SALES REP Donald & Pat				
DATE	ACTIVITY	DES	CRIPTION	QTY	RATE	AMOUNT	
08/07/2023	Service Call	Rep	pair	2.50	108.00	270.00T	
08/07/2023	K 50	K 50	0	1	15.00	15.00T	
		110 foot 81. Three of them	SUBTOTAL TAX (0) TOTAL BALANCE DUE			285.00 0.00 285.00 \$285.00	

DUE UPON COMPLETION

001, 453, 00, 6461 CAre + Maint.

United Plumbing & Heating Co., Inc 1929 Midway Street Jackson, MS 39204 US +1 6013734717 unitedplumbmct@aol.com

INVOICE

BILL TOSHIP TOCity of JacksonCity of JacksonP.O. Box 17 FinanceCity HallDivision/Accts. Payable219 South President StreetJackson, MS, 39205Jackson, MS, 39201

INVOICE # 1013224-1 DATE 07/31/2023 DUE DATE 08/30/2023 TERMS Net 30

P.O. NUMBER 77230751		SALES REP Donald & Pat			
DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/01/2023	Service Call	Repair	2	108.00	216.00T
08/01/2023	Custom	Code 21 - Service - service calls & parts rebuild rebuild kit for power flush toilet	1	68.35	68.35T
City Hall		SUBTOTAL			284.35
219 South President	Street	TAX (0)			0.00
Jackson, MS, 39201		TOTAL			284.35
Had to rebuild power	flush toilet in Mayors bathroom	BALANCE DUE			\$284.35

DUE UPON COMPLETION

Fire GARAge

United Plumbing & Heating Co., Inc 1929 Midway Street Jackson, MS 39204 US +1 6013734717 unitedplumbmct@aol.com

INVOICE

BILL TO City of Jackson P.O. Box 17 Finance Division/Accts. Payable Jackson, MS, 39205 SHIP TO City of Jackson 303 Oakdale Street Jackson, MS, 39201 INVOICE # 1013195-1 DATE 07/28/2023 DUE DATE 08/27/2023 TERMS Net 30

			SALES REP Chuck & Tyler		P.O. NUMBER 77230747
AMOUN	RATE	QTY	DESCRIPTION	ACTIVITY	DATE
216.007	108.00	2	Service Call	Drain Clean	07/28/2023
15.007	15.00	1	SERVICE MACHINES K- 50/ SINK MACHINE	Custom	07/28/2023
231.00			SUBTOTAL TAX (0)		303 Oakdale Street Jackson, MS, 39201
231.00			TOTAL	h K -50	Unstop A /C drain wit
\$231.00			BALANCE DUE	+	Drain is open draining No WARRAN

DUE UPON COMPLETION

000.001.00.001 Park + REC.

United Plumbing & Heating Co., Inc 1929 Midway Street Jackson, MS 39204 US +1 6013734717 unitedplumbmct@aol.com

INVOICE

BILL TO

City of Jackson P.O. Box 17 Finance Division/Accts. Payable Jackson, MS, 39205 SHIP TO City of Jackson Parkham Bridges Prk 5055 Old Canton Road Jackson, MS, 39211 INVOICE # 1013185-1 DATE 07/27/2023 DUE DATE 08/26/2023 TERMS Net 30

P.O. NUMBER 77230743		SALES REP Chuck & Tyler			*
DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/27/2023	Service Call	Repair	2	108.00	216.00T
07/27/2023	Custom	Pro 45 and flapper	1	19.50	19.50T
Parkham Bridges Pr	 b	SUBTOTAL			235.50
5055 Old Canton Ro		TAX (0)			0.00
Jackson, MS, 39211		TOTAL			235.50
Rebuild first tollet in	ladies bathroom	BALANCE DU	JE		\$235.50

DUE UPON COMPLETION

009.455.10.6419 Sulid WASte

United Plumbing & Heating Co., Inc 1929 Midway Street Jackson, MS 39204 US +1 6013734717 unitedplumbmct@aol.com

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INVOICE

BILL TO City of Jackson P.O. Box 17 Fin Division/Accts. I Jackson, MS, 39	Payable	SHIP TO City of Jackson 1570 Terry Road Jackson, MS, 39204			VVOICE # 10 DATE 07 UE DATE 08 TERMS Ne	/25/2023 /24/2023
P.O. NUMBER 23001654			SALES REP Chuck & Tyler			
DATE	ACTIVITY	DES	CRIPTION	QTY	RATE	AMOUNT
07/13/2023	Custom	Serv	ice	1	1,310.64	1,310.6 4T
with new supply line	flush valve and replac tot responsible for any	e lavatory faucet and p-trap damage to block wall or tile	SUBTOTAL TAX (0) TOTAL BALANCE DUE			1,310.64 0.00 1,310.64 \$1,310.64

DUE UPON COMPLETION

005.501.26.6317 PARK + REC.

1

United Plumbing & Heating Co., Inc 1929 Midway Street Jackson, MS 39204 US +1 6013734717 unitedplumbmct@aol.com

INVOICE

BILL TO City of Jackson P.O. Box 17 Final Division/Accts. Pa Jackson, MS, 392	nce Middle ayable 3971 205 Road	TO f Jackson eton Comm. Center North Flag Chapel on, MS, 39213		VOICE # 1012 DATE 07/2 JE DATE 08/2 TERMS Net	25/2023 24/2023
P.O. NUMBER 77230737		SALES REP Chuck & Tyler			
DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/25/2023	Custom	Service	8	108.00	864.00T
07/25/2023	Custom	4 inch flange 8 bolt pattern 4 inch pressure tee4 inch pressure 903 inch 4 bolt pattern 4x3 pressure reducer3 inch pressure 903 inch pressure pipe 4 inch pressure pipe	1	375.00	375.00T
Middleton Comm. Cer	nter	SUBTOTAL			1,239.00
3971 North Flag Chap	pel Road	TAX (0)			0.00
Replaced with new pi	ut old 3 and 4 inch pressure pipe pe and fittings I leaks have been repaired	and fittings BALANCE DU	E		1,239.00 \$1,239.00

DUE UPON COMPLETION

United Plumbing & Heating Co., Inc 1929 Midway Street Jackson, MS 39204 US +1 6013734717 unitedplumbmct@aol.com

INVOICE

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P.O. NUMBER 77230738		SALES REP Chuck & Tyler			
DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/25/2023	Service Call	Repair	1	108.00	108.00T
FS28		SUBTOTAL			108.00
On hold until further	notice per Audrea	TAX (0)			0.00
		TOTAL			108.00
		BALANCE DUE	-		\$108.00

DUE UPON COMPLETION

001.441.20.6419 Fire Station

1 1000 - - - 121 TPA

United Plumbing & Heating Co., Inc 1929 Midway Street Jackson, MS 39204 US +1 6013734717 unitedplumbmct@aol.com

INVOICE

BILL TO

City of Jackson P.O. Box 17 Finance Division/Accts. Payable Jackson, MS, 39205 SHIP TO City of Jackson PCT #3 3925 West Northside Drive Jackson, MS, 39209 INVOICE # 1013253-1 DATE 08/02/2023 DUE DATE 09/01/2023 TERMS Net 30

P.O. NUMBER 77230754		SALES REP Chuck & Tyler			
DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/02/2023	Service Call	Service Call - Service - Repair	3	108.00	324.00T
08/02/2023	Custom	Material	1	65.00	65.00T
	rive en's bathroom (1) in women bathroom 1st oman bathroom needs to be replaced tank		JE		389.00 0.00 389.00 \$389.00

Also replace pro 45 in women bathroom toilet

DUE UPON COMPLETION

INVOICE

United Plumbing & Heating Co., Inc 1929 Midway Street Jackson, MS 39204 unitedplumbmct@aol.com +1 (601) 373-4717

City of Jackson

Bill to

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City of Jackson P.O. Box 17 Finance Division/Accts. Payable Jackson, MS, 39205 Ship to City of Jackson Care Maintance 658 South Jefferson Street Jackson, MS, 39201

Invoice details Sales Rep: Chuck & Tyler P.O. Number: 77230796 Invoice no.: I013373-1 Terms: Net 30 Invoice date: 09/06/2023 Due date: 10/06/2023 Amount Product or service 1 unit x \$379.00 \$379.00 1. Custom Service date: 08/15/2023 Estimate parts and labor \$379.00 Total Note to customer Care Maintance 658 South Jefferson Street Jackson, MS, 39201 To cut water line live and install valve to stop leak. Job complete.



TK Elevator Corporation 3100 Interstate North Cir SE Ste 500 Atlanta, GA 30339-2227

MAINTENANCE INVOICE

Page 1 of 2

INVOICE DATE:	09/01/2023
CUSTOMER #:	84665
JOB #:	US61747
INVOICE #:	3007443571
PO #:	L600460-L600850
SERVICE DATE:	09/01/2023 TO 09/30/2023
TERMS:	IMMEDIATE
TOTAL DUE:	\$4,612.61

BILL TO:

4959 1 MB 0.561 E0197X 10211 D11690B79776 S2 P9859392 00D1:0002

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DEPT OF BLDG & GROUNDS CITY OF JACKSON, MS PO BOX 17 JACKSON MS 39205-0017 TO VIEW AND PAY ONLINE GO TO: https://tkelevator.billtrust.com USE THIS ENROLLMENT TOKEN: SVL RDZ VPG

SHIP TO: COJ-ATTORNEY'S OFFICE 455 E CAPITOL ST JACKSON MS 39201-2603

ITEM	QUANTITY		DESCRIPTION		EXTENDED AMOUNT
		JACKSON BRANCH			
		This is a billing for the service p	period referenced above.		
C202US	2	Platinum - Full Maintenance, O	vertime portion not covered -		\$724.12
		Escalator			
		COJ-AUDITORIUM			
C201US	1	Platinum - Full Maintenance, O	vertime portion not covered -		\$153.93
		Elevator			
		COJ-ATTORNEY'S OFFICE			
C201US	1	Platinum - Full Maintenance, O	vertime portion not covered -		· ??
		Elevator			
		COJ-JRA BLDG			
C201US	2	Platinum - Full Maintenance, O	vertime portion not covered -		\$376.32
	1	Elevator			1
		COJ-EUDORA WELTY LIBRA	RY		
C201US	2	Platinum - Full Maintenance, O	vertime portion not covered -		\$695.62
MA	OUNT	DISCOUNT	SUBTOTAL	SALES TAX	PLEASE PAY
\$4,6	512.61	\$0.00	\$4,612.61	\$0.00	\$4,612.61

For Service Related or General Questions, please call 601-664-0759. For Billing or Payment questions, please call 404-844-4788. Goods or services covered by this invoice were produced in compliance with the requirements of

the Fair Labor Standards Act of 1938, as amended.

RETURN THIS PORTION WITH YOUR PAYMENT IN THE ENVELOPE PROVIDED WITH THE REMITTANCE ADDRESS VISIBLE



TK Elevator Corporation 3100 Interstate North Cir SE Ste 500 Atlanta, GA 30339-2227

CITY OF JACKSON, MS

Amount Enclosed: \$____

Payment Method

Persónal Check Enclosed Doney Order Enclosed

Please Make Check Payment To:

TK Elevator Corporation

0001:0002

93300430074435710000000000000000000004612611

Cashiers Check Enclosed

WITH THE REWITTANCE AUL	RESS VISIBLE
INVOICE DATE:	09/01/2023
CUSTOMER #:	84665
JOB #:	US61747
INVOICE #:	3007443571
PO #:	L600460-L600850
SERVICE DATE:	09/01/2023 TO 09/30/2023
TERMS:	IMMEDIATE
TOTAL DUE:	4,612.61

REMIT PAYMENT TO:

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TK Elevator Corporation PO BOX 3796 CAROL STREAM, IL 60132-3796



TK Elevator Corporation 3100 Interstate North Cir SE Ste 500 Atlanta, GA 30339-2227

MAINTENANCE INVOICE

Page 2 of 2

INVOICE DATE: 09/01/2023 CUSTOMER #: 84665 JOB #: US61747 INVOICE #: 3007443571 PO #: L600460-L600850 09/01/2023 TO 09/30/2023 SERVICE DATE: TERMS: IMMEDIATE TOTAL DUE: \$4,612.61

TO VIEW AND PAY ONLINE GO TO: https://tkelevator.bilitrust.com USE THIS ENROLLMENT TOKEN: SVL RDZ VPG

ITEM	QUANTITY	DESCRIPTION	EXTENDED AMOUNT
		Elevator COJ-WARREN HOOD (BARNETT BLDG)	
C201US	3	Platinum - Full Maintenance, Overtime portion not covered - Elevator	\$416.1
C201US	1	COJ-AUDITORIUM Platinum - Full Maintenance, Overtime portion not covered -	\$153.9
020100	,	Elevator COJ-CENTRAL FIRE STATION	
C201US	1	Platinum - Full Maintenance, Overtime portion not covered - Elevator COJ-CITY HALL	\$296.4
C121US	1	Gold - Full Maintenance, Customer pays full amount of Overtime - Elevator COJ-PLANETARIUM	\$148.2
C201US	4	Platinum - Full Maintenance, Overtime portion not covered - Elevator COJ-POLICE DEPARTMENT	\$1,026.2
C201US	1	Platinum - Full Maintenance, Overtime portion not covered - Elevator COJ-CENTRAL COMM BLDG	\$148.2
C201US	1	Platinum - Full Maintenance, Overtime portion not covered - Elevator COJ-PLANETARIUM	\$28.5
C201US	2	Platinum - Full Maintenance, Overtime portion not covered - Elevator COJ-ARTS CENTER	\$296.5
		â.	
AD 0 501 50107	(10212 011690979	776 S2 P9859392 0002:0002	

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	INVOICE	
INVOICE DATE:	07/12/2023	
CUSTOMER #:	84665	
SR#:	75960004	
INVOICE #:	5002190989	
PO #:		
TERMS:	IMMEDIATE	
TOTAL DUE:	697.90	

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TO VIEW AND PAY ONLINE GO TO:	https://ikelevator.billfrust.com/
USE THIS ENROLLMENT FOKEN:	SVL RDZ VPG

SHIP TO:

COJ-POLICE DEPARTMENT 327 E PASCAGOULA ST JACKSON, MS 39201-4204

BILL TO: 29 I SP 0.800 E0029X 10065 011493131297 S2 P9789381 0001:0002

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DEPT OF BLDG & GROUNDS CITY OF JACKSON, MS PO BOX 17 JACKSON MS 39205-0017

Reported By: MICHAEL, 601-213-8396 on 06/30/2023 08:23:44 Resolution Summary: CUSTOMER REPORTED ELEVATOR UNRESPONSIVE ON 1ST. TECHNICIAN STATED CUSTOMER COULDN'T FIND KEY, NO ACCESS.

DATE State	i Nahammaa Masula Andri (19	DESCRIPTION	AN QTY. HAR	WOM (C):	With PRICE and Att	AMOUNT AND
	JACKSON BRANCH Unit: 1 Serial #: US14988 Contract #: US61747					
06/30/2023	Labor Extra Work Outside Cont	ract Daytime	1.5	HR	\$411.93	\$617.90
	US Trip Charge		1	EA	\$80.00	\$80.00
	AMOUNT	SALES TAX		PLEA	SE PAY THIS AMOU	NT
	\$697.90	\$0.00			\$697.90	

This charge was created because service was not covered by maintenance contracts you may have with TK Elevator, For Service Related or General Questions, please call 601-664-0759. For Billing or Payment Questions, please call 404-844-4788.

DETACH AND RETURN WITH YOUR PAYMENT

TK Elevator Corporation 3100 Interstate North Cir SE Ste 500 Atlante, GA 30339-2227	INVOICE DATE: CUSTOMER #: SR #: INVOICE #: PO #:	07/12/2023 84665 75960004 5002190989	
	TERMS: TOTAL DUE:	IMMEDIATE 697.90	

	Payment Method	1
Densonal Check Enclosed	Chansy Order Enclosed	Doeshiers Check Enclosed
Please Make Gheck Payment To:		
TK Elevator Corporation		

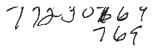
REMIT PAYMENT TO:

TK Elevator Corporation PO BOX 3796 CAROL STREAM, IL 60132-3796

0001-0002

Page 1 of 1





TK Elevator Corporation 3100 Interstate North Cir SE Ste 500 Atlanta, GA 30339-2227

MAINTENANCE INVOICE

Page 1 of 2

INVOICE DATE: **CUSTOMER #:** JOB #: **INVOICE #:** PO #: SERVICE DATE: TERMS: TOTAL DUE:

08/01/2023 84665 US61747 3007401678 L600460-L600850 08/01/2023 TO 08/31/2023 IMMEDIATE \$4,612.61

BILL TO: 5677 1 MB 0.561 E0211X 10389 D11555613387 S2 P9815081 0001:0003



DEPT OF BLDG & GROUNDS CITY OF JACKSON, MS PO BOX 17 JACKSON MS 39205-0017

TO VIEW AND PAY ONLINE GO TO: https://tkelevator.bilitrust.com USE THIS ENROLLMENT TOKEN: SVL RDZ VPG

SHIP TO:

COJ-ATTORNEY'S OFFICE 455 E CAPITOL ST JACKSON MS 39201-2603

ITEM	QUANTITY		DESCRIPTION		EXTENDED AMOUNT
	1	JACKSON BRANCH This is a billing for the service	period referenced above.		
C202US	2	Platinum - Full Maintenance, C Escalator COJ-AUDITORIUM	Divertime portion not covered - 419.10.6464 V	/	\$724.12
C201US	1	Platinum - Full Maintenance, (\$296.46
7121US	1	Gold - Full Maintenance, Cust Overtime - Elevator COJ-PLANETARIUM	omer pays full amount of 1, 419, 10, 6464 V	/	\$148.27 .·
C201US	4	Platinum - Full Maintenance, (Elevator COJ-POLICE DEPARTMENT	Dvertime portion not covered - UVI. 442, 35, 1	a 317 V	\$1,026.20
C201US	1	Platinum - Full Maintenance, (\$148.27
AM	OUNT	DISCOUNT	SUBTOTAL	SALES TAX	PLEASE PAY
\$4,6	512.61	\$0.00	\$4,612.61	\$0.00	\$4,612.61

Goods or services covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

RETURN THIS PORTION WITH YOUR PAYMENT IN THE ENVELOPE PROVIDED WITH THE REMITTANCE ADDRESS VISIBLE



CITY OF JACKSON, MS

Amount Enclosed: \$

TK Elevator Corporation 3100 Interstate North Cir SE Ste 500 Atlanta, GA 30339-2227

Payment Method

Money Order Enclosed

08/01/2023 INVOICE DATE: CUSTOMER #: 84665 US61747 JOB #: 3007401678 INVOICE #: PO #: SERVICE DATE: TERMS: IMMEDIATE TOTAL DUE: 4,612.61

L600460-L600850 08/01/2023 TO 08/31/2023

REMIT PAYMENT TO:

TK Elevator Corporation PO BOX 3796 CAROL STREAM, IL 60132-3796

Please Make Check Payment To: TK Elevator Corporation

al Gheck Enclosed

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9330043007403678000000000000000000000004612634

Cashiers Check Enclosed



TK Elevator Corporation 3100 Interstate North Cir SE Ste 500 Atlanta, GA 30339-2227

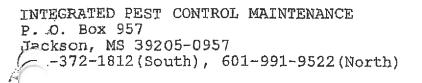
MAINTENANCE INVOICE

Page 2 of 2

WAINTENANCE INVOICE		
INVOICE DATE:	08/01/2023	
CUSTOMER #:	84665	
JOB #:	US61747	
INVOICE #:	3007401678	
PO #:	L600460-L600850	
SERVICE DATE:	08/01/2023 TO 08/31/2023	
TERMS:	IMMEDIATE	
TOTAL DUE:	\$4,612.61	

TO VIEW AND PAY ONLINE GO TO:	https://tkelevator.bilitrust.com
USE THIS ENROLLMENT TOKEN:	SVL RDZ VPG

ITEM	QUANTITY	DESCRIPTION	EXTENDED AMOUNT
	-	Elevator COJ-CENTRAL COMM BLDG DUI. 442. 35. 6317	
C201US	1	Platinum - Full Maintenance, Overtime portion not covered - Elevator COJ-PLANETARIUM DOI. 418.10.6317	\$28.5
C201US	2	Platinum - Full Maintenance, Overtime portion not covered - Elevator COJ-ARTS CENTER 001. 418. 10. 6317	\$296.
C201US	1	Platinum - Full Maintenance, Overtime portion not covered - Elevator COJ-ATTORNEY'S OFFICE D&1. 453. UD. 6464V	\$153.
C201US	1	Platinum - Full Maintenance, Overtime portion not covered - Elevator COJ-JRA BLDG DDI, 423.00, 6419	\$148.2
C201US	2	Platinum - Full Maintenance, Overtime portion not covered - Elevator COJ-EUDORA WELTY LIBRARY ODI 453 OD 6464	\$376.:
C201US	2	Platinum - Full Maintenance, Overtime portion not covered - Elevator COJ-WARREN HOOD (BARNETT BLDG) DOI 45300. 64647	\$695.
C201US	3	Platinum - Full Maintenance, Overtime portion not covered - Elevator COJ-AUDITORIUM DD1. 416. 10, 6464	\$416.
C201US	1	Platinum - Full Maintenance, Overtime portion not covered - Elevator COJ-CENTRAL FIRE STATION UDI, 4(11, 70, 6419	\$153.
MB 0.561 E021	11X 10390 D115556	13387 S2 F9815081 0002:0003	



Invoice:	
Date:	
Account:	
Route:	

I.1. PU#77230742

Amount

Bill TO City Of Jacksons 353. 5. Congress Street

City of Jackson IT

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Service Description Bedbug Elimination

ERIALS USED: TARGET PEST: Permethrin .5% 'Temprid Bedbugs Wasp Resolve Rat Bait Talstar Gr. Ants Silverfish Exciter Maxforce R Fire Ants Spiders Borid Termidor .06% Fleas Mosquitoes Delta Dust Optigard Ant Gel S. Termites Cockroaches Phantom Tri-Die Dust Rats Mice Other: Other: METHOD OF APPLICATION: AREAS OF TREATMENT INSIDE: PERIMETER: Crack/Crevice / Carpets Foundation Space Treatment V,Wall voids Porches/Patios Bait Placement Kitchen/Dining Eaves Drench ✓ Living Area Door Frames Void Application **V**Bath Window Frames Perimeter Crawl Space Garage/Storage Attic Yard/Lawn Spot Rod RVICEMAN SIGNATURE MER SIGNATURE AMOUNT PAID Thank You For Your Business Check# Have a Nice Day! Cash ()

INTEGRATED PEST CONTROL MAINTENANCE P. O. Box 957 Jackson, MS 39205-0957 601-372-1812(South), 601-991-9522(North) Invoice: Date: Account: Route:

PU# 77230779

Amount

Bill To

Service To President St

'n,

Service Description

Int Elimination

MATERIALS USED: TARGET PEST: Permethrin .5% Temprid Bedbugs Wasp Resolve Rat Bait Talstar Gr. Ants Silverfish Exciter Maxforce R Fire Ants Spiders Termidor .06% | Optigard Ant Gel| Borid Fleas Mosquitoes Delta Dust S. Termites Cockroaches Phantom Tri-Die Dust Rats Mice Other: Other: METHOD OF APPLICATION: AREAS OF TREATMENT INSIDE: PERIMETER: Crack/Crevice Carpets Foundation Wall voids Space Treatment Porches/Patios Bait Placement Kitchen/Dining Eaves Drench Living Area Door Frames Void Application Bath Window Frames Perimeter Garage/Storage Crawl Space Yard/Lawn Spot Rod Attic 8 123 10 SIGNATURE VICEMAN SIGNATURE AMOUNT PAID Thank You For Your Business Check# Have a Nice Day! Cash ()

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

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Invoice 27285

Bill to:	Job:	
City of Jackson Finance Division/Accounts Paya PO Box 17 Jackson, MS 39205	Fire Station #23	

Invoice #: 27285	Date: 08/25/23	Customer P.O. #: 77230783
Payment Terms: Net 30		Salesperson:
Customer Code: CITY OF JA		

Remarks: Fire Station #23 WO# TR3922

HERE	Quantity	Description	U/M Unit Price	Extension
	1.000)	700.000	700.00
			Total:	700.00
			Current Due:	700.00
Fire	Station #23	3		

Fire Station #23

Install new drier in system. Pull vacuum and charge unit.

((

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

<u>,</u> •



Invoice 27309

Bill to:	Job:
City of Jackson Finance Division/Accounts Paya PO Box 17 Jackson, MS 39205	Willie Morris Library

Invoice #: 27309	Date: 08/29/23	Customer P.O. #: 77230637
Payment Terms: Net 30		Salesperson:
Customer Code: CITY OF JA		

Remarks: Willie Morris Library WO# TR3904

Quantily Description	U/M	Unit Price	Extension
7.000 Jackson Technician	HRS	120.000	840.00
1.000 Truck Charge		35.000	35 ^ ^
1.000 Burner Tube	ŝ	49.000	48
1.000 Pilot Assembly		122.000	122.00
1.000 Pilot Ignition Sensor		176.000	176.00
2.000 Ignitor Box		270.000	540.00
	Total	l:	1,762.00
	Curr	ent Due:	1,762.00
Deplace human tubes, with accomply allet instition concer	9 (0) impiter house		

Replace burner tubes, pilot assembly, pilot ignition sensor & (2) ignitor boxes.

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

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Invoice 27286

Bill to:	Job:	
City of Jackson Finance Division/Accounts Paya PO Box 17 Jackson, MS 39205	Chamber of Commerce (Jackson)	

Invoice #: 27286	Date: 08/25/23	Customer P.O. #: 77230782
Payment Terms: Net 30		Salesperson:
Customer Code: CITY OF JA		

Remarks: Chamber of Commerce (Jackson) WO# TR3946

Quantity Description	U/M Unit Price	Extension
1.000	380.000	380.00
	Total:	380.00
	Current Due:	380.00
thember of Commerce		

chamber of Commerce

Mount evaporator motor in basement air handler. Check starter. Replace belts.

)

(POH 77230797 D04.904.00.6317



Upchurch Services, LLC P.O. Box 709 Horn Lake, MS 38637 Phone: 901-388-0333 / Fax: 662-393-7775 Page 1 of 1

Invoice

Date 04/14/23 Invoice # 225116

Bill to # 5439	Service Location # 8667
City Of Jackson	City Of Jackson
cbridges@jacksonms.gov	Information Systems Building
latonyac@jacksonms.gov	353 South Congress Street
Jackson, MS 39205	Jackson, MS 39201

Terms NET 30 DAYS	PO #	Call # 225116	Salesman	234-Russ Carraway
		Description		Amount
SERVICES PROVIDED				
Time & Material				
Material	Quantity	Description		
1 TRUCK STOCK	1.0000	TRANSDUCER PRESSURE SENSOR TRUCK STOCK		205 85 .00
Labor	Hours	Labor Type		
Labor	10.5000	Regular		940.00
Trip Charge				
Trip Charge	1.0000	Trip Charge		35.00
Miscellaneous		Description		
FS	1.0000	FUEL CHARGE		21.00
WORK DESCRIPTION				
DROBIEM. THE MINI SDUT	SYSTEM IN COM	PUTER ROOM IS NOT COOLING		

PROBLEM: THE MINI SPLIT SYSTEM IN COMPUTER ROOM IS NOT COOLING

RESOLUTION: ARRIVED ONSITE AND CHECKED IN. LOCATED CHILLER AND FOUND SUCTION LINE TEMPERATURE PROBE FAULTY. REPLACED PROBE. VERIFIED PROPER OPERATION.

1,201.85	ſAL.	SUB TOT			
0.00	AX	SALES T			
1,201.85	\$	TOTAL			

UUI. 117. 10. 6011 - 1 MALIA MERA



JOHNSON CONTROLS Building Efficiency Federal ID 39-0380010

ORIGINAL INVOICE

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Invoice #: PO #/Auth:	1 -130396213000 77230761	Invoice Date: Service Request:	08/08/2023 1-129755014552
Customer WO#:		SR Type:	L&M
Customer Acct:	1032969	Branch Name:	JOHNSON CONTROLS GULF COAST CB - 0N52

Bill To: CITY OF JACKSON DEPARTMENT OF MAINT 658 S JEFFERSON ST JACKSON MS 39205

Contractor/License Information :

Service Site: THALIA MARA HALL 255 E PASCAGOULA ST , JACKSON MS 39201-4115

Requested By:Turner MartinPhone:6015739522

Service Requested:	PO#: N/A
	WO #: N/A
	Due: 6/23/2023
	Desc: Jury room backstage is too warm.
	Svc Hours: Friday open until 10pm
1	Access/COVID requirements: Contact POC in advanced with ETA and for access/No covid requirements
(r	Contact : Turner Martin (601)573-9522
•	Caller: Turner Martin (601)573-9522
Service Provided:	Traveled to customer
	Found AHU 6 not running
	Found VFD for AHU 6 not operating properly
	VFD had Alarm 2021 on it
	Talked to Deacon and that alarm means AHU is not receiving a call to run
	Tried to run VFD in Hand or Bypass but drive wouldn't allow it

Will need to get a controls technician out to look at VFD

Thank you for your business.

Qty	Description	UOM	Unit Price	Sub Total	Tax	Net Price
	Labor					
3	06/23/2023 Overtime	Hour	\$234.00	\$702.00	\$0.00	\$702.00
	Sub-Total			\$702.00	\$0.00	\$702.00
	Fees					
1	Disposal, Environmental & Usage Charge	Each	\$45.00	\$45.00	\$0.00	\$45.00
1	Fuel Surcharge Adjustment	Each	\$35.00	\$35.00	\$0.00	\$35.00
	Sub-Total			\$80.00	\$0.00	\$80.00
	Mileage					
112	Mileage	Each	\$1,84	\$206.08	\$0.00	\$206.08
	"Sub-Total			\$206.08	\$0.00	\$206.08
			Invoi	ce Sub-Total		\$988.08
		Sales Tax				\$0.00
		Total Due				

Direct Billing Inquiries: (866) 867-3608

Service Site:

UNION STATION

206 W PEARL ST,

JACKSON MS 39201-2922



JOHNSON CONTROLS Building Efficiency Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #:	1-130356818653	Invoice Date:	08/01/2023
PO #/Auth:	77230750	Service Request:	1-130303781536
Customer WO#:	1032969	SR Type:	L&M
Customer Acct:		Branch Name:	JOHNSON CONTROLS GULF COAST CB - 0N52
o dotoinior / tooti			

Bill To: CITY OF JACKSON DEPARTMENT OF MAINT 658 S JEFFERSON ST JACKSON MS 39205

Contractor/License Information :

Requested By: Bobby Washington Phone: 6019547714

Service Requested: Bobby called Union Station is offline. Please call for access..(601) 954-7714

Service Provided: Troubleshot NAE 8 for com problems. Reset multiple times, Checked data. Pulled NAE and took to office to update to 9 and reprogram. Update and backup installation was a success. Will schedule reinstall b Reinstalled NAE 8 after upgrade to 9. NAE came online and operational Thank you for your business.

Qty	Description	UOM	Unit Price	Sub Total	Tax	Net Pric.
	Labor					
2	07/24/2023 Regular OPS - 200	Hour	\$129.00	\$258.00	\$0.00	\$258.00
8	07/21/2023 Regular OPS - 200	Hour	\$129.00	\$1,032.00	\$0.00	\$1,032.00
	Sub-Total			\$1,290.00	\$0.00	\$1,290.00
	Fees					
1	Disposal, Environmental & Usage Charge	Each	\$45.00	\$45.00	\$0.00	\$45.00
2	Fuel Surcharge Adjustment	Each	\$35.00	\$70,00	\$0.00	\$70.00
	Sub-Total			\$115.00	\$0.00	\$115.00
	Mileage					
20	Mileage	Each	\$1.84	\$36.80	\$0.00	\$36.80
	Sub-Total			\$36.80	\$0.00	\$36.80
		Invoice Sub-Total				
		Sales Tax Total Due			USD	\$0.00 \$1,441.80

Direct Billing Inquiries: (866) 867-3608

Terms: Unless otherwise agreed in the contract between Johnson Controls and Customer, payment shall be due full upon receipt, and interest shall be due at a rate of 1.5% per month (18% annually) on invoices not timely paid along with any other recoverable costs of collection.

Disposable, Environmental & Usage (DEU) fee listed on this invoice may include charges for one or more of the following miscellaneous: Electrical, pneumatic, welding supplies, hardware materials, cleaning supplies, or refrigerant reclaim disposal. A lump sum charge was applied rather than ite usage.

We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of

UUI. 4(9,10,6311 - INALIA MARA



JOHNSON CONTROLS Building Efficiency Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #: PO #/Auth:	1 -129534308027 77230741	Invoice Date: Service Request:	07/27/2023 1-128563564047
Customer WO#:		SR Type:	L&M
Customer Acct:	1032969	Branch Name:	JOHNSON CONTROLS GULF COAST CB - 0N52

Bill To: CITY OF JACKSON DEPARTMENT OF MAINT 658 S JEFFERSON ST JACKSON MS 39205 Service Site: THALIA MARA HALL 255 E PASCAGOULA ST , JACKSON MS 39201-4115

Contractor/License Information :

Requested By:Jill LucasPhone:6019601538

Service Requested: 3/24: Jill called both boilers are off. 4/10: Jill called it's cold in the building

Service Provided:

3/24: Found that both boilers were off due to low water safety faults. Checked connections at sensors and attempted resetting at panel switch but didn't clear alarms. Finally opened cabinet and powered both boilers down. Powered back up and had alarm on both Honeywell controllers. Reset controllers and low water alarms cleared and fired. Observed operation until setpoint was met Thank you for your business.

Qty	Description	UOM	Unit Price	Sub Total	Tax	Net Price
	Labor					
2	03/24/2023 Regular Chiller Heavy	Hour	\$140.40	\$280.80	\$0.00	\$280.80
	Sub-Total			\$280.80	\$0.00	\$280.80
	Fees					
1	Disposal, Environmental & Usage Charge	Each	\$45.00	\$45,00	\$0.00	\$45.00
1	Fuel Surcharge Adjustment	Each	\$35.00	\$35.00	\$0.0D	\$35.00
	Sub-Total			\$80.00	\$0.00	\$80.00
	Mileage					
40	Mileage	Each	\$1.84	\$73.60	\$0.00	\$73.60
	Sub-Total			\$73.60	\$0.00	\$73.60
-			Invoi	ce Sub-Total		\$434.40
		Sales Tax				\$0.00
				Total Due	USD	\$434.40

Direct Billing Inquiries: (866) 867-3608

Terms: Unless otherwise agreed in the contract between Johnson Controls and Customer, payment shall be due full upon receipt, and interest shall be due at a rate of 1.5% per month (18% annually) on invoices not timely paid along with any other recoverable costs of collection.

sable, Environmental & Usage (DEU) fee listed on this invoice may include charges for one or more of the following miscellaneous: Electrical, muscumatic, welding supplies, hardware materials, cleaning supplies, or refrigerant reclaim disposal. A lump sum charge was applied rather than itemizing usage.



Sub Total			\$5,161.00
Sales Tax			\$0.00
	Total Amount Due	USD	\$5,161.00
	Direct Billing Inc	uiries: (866) 86	7-3608

Terms: Unless otherwise agreed in the contract between Johnson Controls and Customer, payment shall be due full upon receipt, and interest shall be due at a rate of 1.5% per month (18% annually) on invoices not timely paid along with any other recoverable costs of collection.

We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof.

	JOHNSON CONTROLS Building Efficiency Federal ID 39-0380010	
CE		
1-130516283711	Invoice Date:	08/18/2023
autorenewal	Your Agreement:	City of Jackson 22-23
1032969	Agreement Number:	1-118387525456
	Service Request:	
	Branch:	JOHNSON CONTROLS GULF COAST CB - 0N52
	1-130516283711 autorenewal	Building Efficiency Federal ID 39-038001 CE 1-130516283711 Invoice Date: autorenewal Your Agreement: 1032969 Agreement Number: Service Request:

Please reference our Invoice Number and amount with your payment and send ONLY to the address on this invoice.

Payment Terms: NET 30 Direct Billing Inquiries To Service Department: (866) 867-3608

To Remit Via Credit Card: Call the phone number listed above.

OICE #: 1-130516283711

AMOUNT DUE: USD \$5,161.00

Remit Payment To: JOHNSON CONTROLS PO BOX 730068 DALLAS, TX, 75373-0068

To Remit Via ACH Wire Transfers: JP Morgan Chase One Chase Manhattan Plaza New York, NY 10005 Credit to: Johnson Controls Inc. ABA# 071-000013 Depositor Acct #55-14347 Type of Account: Checking CORP-BBC-OTC-BTS-SSNA-Remittance@jci.com

Page 2 of 2

03 03 000060 000310 D

BATA det JUUTUIS V. 2026, Sept.36 **Direct Inquiries To:** Johnson Controls, Inc. Controls Group Johnson 🥠 FEDERAL ID # 39-0380 SE Region Solutions Team 1350 Northmeadow Pkwy Suite 100 Controls Roswell GA 30076 770-664-9905 **Bill To Address** ATTENTION: ACCOUNTS PAYABLE INVOICE CITY OF JACKSON DEPARTMENT OF MAINT 00073979074 No. **658 S JEFFERSON ST** 31-JUL-2023 JACKSON MS 39205 Date : Terms : **NET 45** Please indicate invoice number with payment Work Site ; **Remit Checks To : Remit Via ACH Wire Transfer To:** City of Jxn PH4 M&VYr 12/15-Y4/7 JP Morgan Chase Bank **Johnson Controls** 1 Bank One Plaza 429 S WEST ST PO Box 730068 Chicago, IL 60670 **JACKSON MS 392014902** Dallas TX 75373 ABA #071-000013 USA Depositor Acct #55-14347 Type of Account: Checking **Purchase Order and Authorization** Project Manager **Customer Number** Project 261 1032969 01 Signed Agreement MILANO, KEITH A 32617270 06-MAR-2011 Amount Line Description 5,363.75 For Period from 01-MAY-2023 to 31-JUL-2023 1 #4787 Please reference our invoice number and amount with your payment and send only to the address on the invoice. Invoice Comments: 5,363.75 Sub Total Signed Planned Service Agreement Taxes 0.00 **Net Amount Due** 5,363.75 Uen Currency Page 1

ORIGINAL INVOICE



ORDER RATIFYING THE PROCUREMENT OF SOLID WASTE DISPOSAL SERVICES UNDER \$5,001.00 FROM COMPLETE ENVIRONMENTAL & REMEDIATION CO. LLC, AND AUTHORIZING PAYMENT TO SAID VENDOR

WHEREAS, the Solid Waste Division of the Department of Public Works had need of hazardous waste removal services for operations and maintenance at the Environmental Service Center the services the Tri-County area; and

WHEREAS, the current contract with Complete Environmental & Remediation Co. LLC expired prior to hazardous waste removal services being rendered at the Environmental Service Center; and

WHEREAS, Complete Environmental & Remediation Co. LLC agreed to perform the services on the same terms and conditions, and same pricing as under the expired contract; and

WHEREAS, the charges set forth in the invoice attached hereto were submitted to the Solid Waste Division for the removal services and supplies and all services have been completed.

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

\$ 4,092.40
\$ 4,092.40
\$

Item #	45	
Deter	Sontombor 26	202

Date: September 26, 2023

By: R. Lee, Lumumba



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

То:	Mayor Chokwe Antar Lumumba
From:	Robert Lee, P.E. City Engineer & Interim Director

Date: September 19, 2023

Subject: Agenda Item for City Council Meeting

Attached, you will find an agenda item authorizing payment to Complete Environmental and Remediation Co, LLC for hazardous waste removal and maintenance and supplies. The removal services and supplies were for the continued operations at the Environmental Service Center located at 1570 University Boulevard. The contract expired prior to the services being provided. It is the recommendation of this office that this item be approved. If you have any questions, please call me.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET <u>DATE</u> <u>9/19/2023</u>

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	POINTS	COMMENTS
1.	Brief Description/Purpose	ORDER RATIFYING A CONTRACT WITH COMPLETE ENVIRONMENTAL & REMEDIATION CO. LLC, AND AUTHORIZING PAYMENTS TO SAID VENDOR
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	7. Quality of Life
3.	Who will be affected	Department of Public Works
4.	Benefits	Hauling of Hazardous Material and Supplies for Center
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 Consultant	Department of Public Works/Solid Waste
8.	COST	\$4,092.40
9.	Source of Funding Enterprise Fund Grant Bond Other Other	009-506.30.6419
10.	EBO participation	ABE % WAIVER yes no N/A AABE % WAIVER yes no N/A WBE % WAIVER yes no N/A HBE % WAIVER yes no N/A HBE % WAIVER yes no N/A NABE % WAIVER yes no N/A

Office of the City Attorney

OFFICE OF 455 East Capitol St DAI FORMER Roz Post Office Box 27 Jackson, Mississippi 3970 Telephone: (601) 960-179 Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING THE PROCUREMENT OF SOLID WASTE DISPOSAL SERVICES UNDER \$5,001.00 FROM COMPLETE ENVIRONMENTAL & REMEDIATION CO. LLC, AND AUTHORIZING PAYMENT TO SAID VENDOR is legally sufficient for placement in NOVUS Agenda.

CATORIA P. MARTIN, CITY ATTORNEY Terry Williamson, Legal Counsel

Omplete Environment Complete Environmental & Remediation Co., LLC 37 David Swan Ln Purvis, MS 39475 601-794-2704 INVOICE **BILL TO** INVOICE # 10715 DATE 07/27/2023 City of Jackson **Accounts Payable** DUE DATE 09/10/2023 TERMS NET 45 DAYS PO Box 17 Jackson, MS 39204 **JOB NUMBER PROJECT LOCATION** 2101-016 Jackson, MS DATE DESCRIPTION QTY RATE AMOUNT 07/27/2023 Disposal of E-Waste, per pound 10,231 0.40 4,092.40T REMIT TO: SUBTOTAL 4,092.40 PO Box 1079 TAX (0) 0.00 Waynesboro, MS 39367 TOTAL 4,092.40 BALANCE DUE \$4,092.40

1.5% Interest per month after 30 days.

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ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN TINA WALLACE v. CITY OF JACKSON, ET AL., CIVIL ACTION NUMBER 3:21-cv-326-KHJ-MTP, UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI, NORTHERN DIVISION

WHEREAS, on May 12, 2021, a Complaint was filed naming the City of Jackson, Mississippi, Mayor Chokwe Lumumba, and [former] Jackson Police Chief James Davis as Defendants, in the United States District Court, Southern District of Mississippi, Northern Division, Civil Action Number 3:21-cv-326-KHJ-MTP; and

WHEREAS, the parties, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit; and

WHEREAS, such settlement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi; and

WHEREAS, the Office of the City attorney advises that Plaintiff and its counsel are willing to accept settlement in a reasonable amount to fully release all claims against the City of Jackson; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Jackson to resolve all issues and claims against all parties and pay said settlement; and

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the City should and is hereby authorized to settle all claims in the lawsuit styled Tina Wallace v. City of Jackson, et al., Civil Action Number 3:21-cv-326-KHJ-MTP; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount, to the Plaintiff and its Counsel, as full and final settlement of this matter.

APPROVED FOR AGENDA:

	INITIALS: DATE:
FINANCE	
Budgeted:yesno	Acct # 001519306414
LEGAL	
CAO	
MAYOR'S OFFICE	

Item# Date: September 26, 2023

By: Lumumba, Martin, Barker

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN TINA WALLACE V. CITY OF JACKSON, ET AL., CIVIL ACTION NUMBER 3:21-CV-326-KHJ-MTP, UNITED STATED DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI, NORTHERN DIVISION is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, City Attorney Drew Martin, Legal Counsel <u>MM</u>

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI TRANSPORTATION COMMISSION, THROUGH THE MISISSIPPI DEPARTMENT OF TRANSPORTATION TO PROVIDE INMATE LABORERS FOR WORK ON THE STATE HIGHWAY SYSTEM PURSUANT TO 65-1-8(2)(u).

WHEREAS the City of Jackson wishes to enter into an agreement with the Mississippi Transportation Commission ("MTC") through the Mississippi Department of Transportation ("MDOT") to provide inmate laborers to clean up state highways located in Jackson; and,

WHEREAS the MTC" through "MDOT" is charged with the construction and maintenance of the State Highway System; and,

WHEREAS the City of Jackson is a Mississippi Municipal Corporation; and,

WHEREAS pursuant to Miss. Code Ann. Section 21-21-1, the Chief of Police is the chief law enforcement officer for the City of Jackson and is charged with the control and supervision of all police officers employed by the municipality; and,

WHEREAS pursuant to Miss. Code Ann. Section 19-25-67, the Sheriff shall keep the peace within his county and shall pursue, apprehend, and commit to jail all persons charged with treason, felony, or other crimes; and,

WHEREAS pursuant to Miss. Code Ann. Section 47-1-9, in Hinds County, where it is clearly more advantageous to the county to work the county convicts or some of them on the public roads of the county, the board of supervisors shall have the authority so to order, and in such cases the board shall establish all proper regulations for the working, guarding, safekeeping, clothing, housing and subsistence of convicts while so working, and shall provide all the necessary equipment for such purpose; and

WHEREAS pursuant to Miss. Code Ann. Section 47-1-19, any county-housed state inmate or county prisoner or prisoners in working on the public roads or on any other work, which work must be of an exclusively public character, shall be under exclusive official control and management; and

WHEREAS pursuant to Miss. Code Ann. Section 65-1-8(2)(u) the MTC is authorized to

- Request and accept the use of persons convicted of an offense, whether a felony or a misdemeanor, for work on any road construction, repair or other project of the Transportation Department
- (2) Request and accept the use of persons who have not been convicted of an offense but who are required to fulfill certain court-imposed conditions pursuant to Section 41-29-150(d)(1) or 99-15-26, Mississippi Code of 1972, or the Pretrial Intervention Act, being Sections 99-15-101 through 99-15-127, Mississippi Code of 1972

Agenda Item # 47 September 26, 2023 C.Martin, Lumumba (3) To enter into any agreements with the Department of Corrections, the State Parole Board, any criminal court of this state, and any other proper official regarding the working, guarding, safekeeping, clothing and subsistence of such persons performing work for the Transportation Department; and

WHEREAS, the City, the Chief of Police, the Hinds County Sheriff and MTC desire to adopt guidelines under which the Sheriff can provide guarded inmates to the MTC; and

WHEREAS, it is in the best interest of the City of Jackson to authorize the mayor to enter into this memorandum of understanding.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an agreement with the MTC, MDOT and any other necessary agreements with Hinds County to provide inmate laborers to clean up state highways located in Jackson. 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 MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI TRANSPORTATION COMMISSION, THROUGH THE MISISSIPPI DEPARTMENT OF TRANSPORTATION TO PROVIDE INMATE LABORERS FOR WORK ON THE STATE HIGHWAY SYSTEM PURSUANT TO 65-1-8(2)(u) is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, City Attorney

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into by and between the Mississippi Transportation Commission, a body corporate of the State of Mississippi ("MTC"), acting by and through the duly-authorized Executive Director of the Mississippi Department of Transportation ("MDOT"), the City of Jackson, Mississippi, ("City"), and Hinds County, effective as of the date of latest execution below.

WITNESSTH:

WHEREAS the City of Jackson wishes to enter into an agreement with the Mississippi Transportation Commission ("MTC") through the Mississippi Department of Transportation ("MDOT") to provide inmate laborers to clean up state highways located in Jackson; and,

WHEREAS the MTC" through "MDOT" is charged with the construction and maintenance of the State Highway System; and,

WHEREAS the City of Jackson is a Mississippi Municipal Corporation; and,

WHEREAS pursuant to Miss. Code Ann. Section 21-21-1, the Chief of Police is the chief law enforcement officer for the City of Jackson and is charged with the control and supervision of all police officers employed by the municipality; and,

WHEREAS pursuant to Miss. Code Ann. Section 19-25-67, the Sheriff shall keep the peace within his county and shall pursue, apprehend, and commit to jail all persons charged with treason, felony, or other crimes; and,

WHEREAS pursuant to Miss. Code Ann. Section 47-1-9, in Hinds County, where it is clearly more advantageous to the county to work the county convicts or some of them on the public roads of the county, the board of supervisors shall have the authority so to order, and in such cases the board shall establish all proper regulations for the working, guarding, safekeeping, clothing, housing and subsistence of convicts while so working, and shall provide all the necessary equipment for such purpose; and

WHEREAS pursuant to Miss. Code Ann. Section 47-1-19, any countyhoused state inmate or county prisoner or prisoners in working on the public roads or on any other work, which work must be of an exclusively public character, shall be under exclusive official control and management; and

WHEREAS pursuant to Miss. Code Ann. Section 65-1-8(2)(u) the MTC is authorized to

(1) Request and accept the use of persons convicted of an offense, whether a felony or a misdemeanor, for work on any road construction, repair or other project of the Transportation Department

(2) Request and accept the use of persons who have not been convicted of an offense but who are required to fulfill certain court-imposed conditions pursuant to Section 41-29-150(d)(1) or 99-15-26, Mississippi Code of 1972, or the Pretrial Intervention Act, being Sections 99-15-101 through 99-15-127, Mississippi Code of 1972

(3) To enter into any agreements with the Department of Corrections, the State Parole Board, any criminal court of this state, and any other proper official regarding the working, guarding, safekeeping, clothing and subsistence of such persons performing work for the Transportation Department; and

WHEREAS, the City, the Chief of Police, the Hinds County Sheriff and MTC desire to adopt guidelines under which the Sheriff can provide guarded inmates to the MTC; and

I. DEFINITIONS:

Chief of Police - the individual occupying the office of Chief of Police in the City of Jackson.

Sheriff – the individual occupying the office of Sheriff in Hinds County, Mississippi.

Inmates - persons: a) who are incarcerated in a facility operated by Hinds County, b) who are on probation, or some form of restricted movement monitored by the Sheriff, or c) who have been ordered to provide community service under the Chief of Police's supervision.

Police Personnel – Those sworn officers assigned to guard the inmates during their participation on the litter removal crew

II. SPECIFIC RECITALS:

In furtherance of this agreements:

THE MTC WILL:

- 1. furnish the highway routes and instructions on where inmates will pick up litter.
- 2. furnish trash bags, safety vests, gloves, and advisory signs; and
- 3. reimburse the city and county for costs associated with the execution of this agreement, including reimbursement to the city

and county for the actual cost of the Police personnel assigned to this duty, not to exceed \$15.00 per hour, not to exceed \$50,000 per state fiscal year unless expressly authorized in writing by the MTC, and in addition thereto, reimburse the city and county for travel expenses calculated at the State of Mississippi current mileage rate for transporting inmates to and from the work site.

THE SHERIFF WILL:

- 1. furnish inmates to pick up litter or perform maintenance activities on the MTC's maintained highway system or other MTC property within the county.
- 2. furnish supervision of all inmates by Police Personnel.
- 3. furnish transportation for transporting inmates to and from the work site.
- 4. furnish lunch for all inmates.
- 5. furnish a minimum of a seven (7) hour workday which includes all breaks and lunch.
- 6. place MTC-furnished advisory traffic signs in advance of the work sites pursuant to the MUTCD.
- 7. be responsible for all MTC-furnished equipment, signs, etc.
- 8. place filled litter bags along the shoulder of the highway/street, pick up and dispose of same.
- 9. provide invoices to the District Engineer covering the services outlined in this MOU for review.

THE CITY WILL:

1. approve all necessary expenses incurred by the Chief of Police in fulfilling the terms of this MOU.

2. adjust the budget of the Chief of Police to allow for sufficient resources to be available for use in implementing the terms of this agreement.

3. provide MTC with appropriate accounting of all costs incurred in the execution of the terms of this MOU.

III GENERAL RECITALS:

A. NOTICE AND COMMUNICATION:

Any formal notice required under this Agreement shall be made to the appropriate party at the following addresses:

THE COMMISSION:	Mississippi Department of Transportation P.O. Box 1850 Jackson, MS,39125
THE CITY:	City of Jackson, Mississippi P.O. Box 17 Jackson, MS 39205
THE CHIEF:	City of Jackson Police Department 219 S. President Street Jackson, MS 39205

Informal Communication between the Chief of Police, Sheriff and MTC/MDOT shall be directly with each other. <u>There shall be no communication</u> through inmates.

B., AMENDMENTS:

This Memorandum of Understanding may be amended in writing as mutually agreed upon by the parties in writing.

C. TERMINATION:

This Memorandum of Understanding may be terminated by any of the parties by giving sixty (60) days prior written notice to the other.

D SEVERABILITY:

Should any provision of this agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi, the United States of America, to the extent that it is reasonably possibly to do so, the remainder of this agreement shall remain in full force and effect.

E. LIABILITY:

It is further understood and agreed by both parties that the Chief of Police shall maintain full custody and control of all inmates involved in the abovementioned maintenance and shall be responsible for all inmate conduct and/or actions. The MTC shall in no way whatsoever be responsible for any such inmate conduct and/or actions.

F. RELATIONSHIP OF THE PARTIES:

While performing the duties anticipated by this agreement, the Sheriff, Chief of Police and the Police Personnel, the City, the inmates and the persons performing community service under the supervision of the City, are not officers, agents, or employees of the MTC/MDOT. The said individuals shall not be entitled to any workers compensation, unemployment compensation benefits, personal leave or medical insurance whatsoever. It is further understood that the consideration expressed herein constitutes the full and complete compensation for all services and performances hereunder, and that any sum due and payable to the City shall be paid as a gross sum with no withholdings or deductions being made by MTC/MDOT for any purpose. This agreement shall not inure in any manner to the benefit of any party other than the undersigned.

[This space left blank intentionally]

G. AUTHORITY

The undersigned hereby execute this MOU and assure that the authority to execute this agreement has been granted by the appropriate governing bodies.

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

Brad White. EXECUTIVE DIRECTOR DATE

Chokwe Lumumba, MAYOR,_____ CITY OF JACKSON, MISSISSIPPI

SIGNATURE

DATE

Joseph Wade, CHIEF OF POLICE, CITY OF JACKSON, MISSISSIPPI

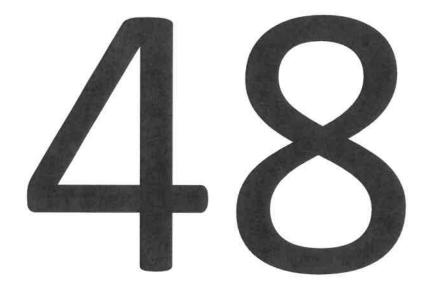
SIGNATURE

DATE

Tyree Jones, SHERIFF, HINDS COUNTY, MISSISSIPPI

SIGNATURE

DATE



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

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

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

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

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

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

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

Agenda Item # September 26, 2023 C.MARTIN, LUMUMBA



ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

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

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

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

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

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

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

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

Agenda Item No.

September 26, 2023 (Jackson City Council)



RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING THE DENOUNCEMENT OF NEGATIVE REFLECTIONS OF THE CITY OF JACKSON, MISSISSIPPI AS VIEWED ON 60-MINUTES

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

WHEREAS, on Sunday, September 17, 2023, Coach Deion Sanders interviewed with 60 Minutes, a television news magazine broadcast on the CBS television network; and

WHEREAS, during the interview, images were presented of both Jackson, Mississippi and Boulder, Colorado; the images of Boulder were very positive while the images of Jackson depicted the most hideous scenes; and

WHEREAS, it is evident that both positive and negative images are a part of most cities in the United States; as with Boulder, Colorado, positive images should have been reflected of Jackson, Mississippi.

THEREFORE, BE IT RESOLVED, that the City Council of Jackson, Mississippi, hereby strongly supports the denouncement of the negative reflections of the City of Jackson, Mississippi as viewed on 60 Minutes on September 17, 2023.

SO RESOLVED, this the _____ day of September. 2023.

11

Agenda No. <u>50</u> Agenda Date: September 26, 2023 By: STOKES



ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HIRING ATTORNEY DENNIS SWEET AND ATTORNEY NATHANIEL ARMISTAD AS CO-COUNSELS TO PROTECT THE RIGHTS OF JACKSON, MISSISSIPPI IN PROVIDING SAFE AND CLEAN DRINKING WATER TO ITS CUSTOMERS

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

WHEREAS, the City of Jackson must ensure that the citizens of Jackson are compensated for injuries that they sustained as a result of the exposure to environmental contamination and dangerous products; and

WHEREAS, Attorney Dennis Sweet is a licensed attorney in the state of Mississippi and United States of America and Attorney Nathaniel Armistad is a licensed attorney in the state of Mississippi and the United States of America.

IT IS HEREBY ORDERED THAT the City Council of Jackson, Mississippi hire Attorney Dennis Sweet and Attorney Nathaniel Armistad as co-counsels to protect the rights of Jackson, Mississippi in providing safe and clean drinking water to its customers.

DONE this, the _____ day of September, 2023.

Agenda Item No. <u>5</u> Agenda Date September 26, 2023 BY: STOKES