



**REGULAR MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
October 24, 2023
AGENDA
10:00 AM**

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **DR. LORENZO T. NEAL OF NEW BETHELAME CHURCH**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

INTRODUCTION OF ORDINANCES

2. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI RESTRICTING THE USE OF TAKE HOME CITY VEHICLES EXCEPT THOSE DEEMED ESSENTIAL ACCORDING TO THIS ORDINANCE IN ADDITION, RESTRICTING THE USE OF TAKE HOME CITY VEHICLES OUTSIDE OF THE CITY LIMITS OF JACKSON WITH NO EXCEPTIONS AND THE TRANSFER OF ANY VEHICLE FROM ANY DEPARTMENT TO ANOTHER, WITHOUT CITY COUNCIL APPROVAL. (BANKS)**

ADOPTION OF ORDINANCE

3. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI PROHIBITING THE PHYSICAL FOLLOWING OF JACKSON POLICE OFFICERS (OR THOSE WHO ENFORCE LAW IN THE CITY OF JACKSON). (STOKES)**

REGULAR AGENDA

4. **CLAIMS (MALEMBEKA, LUMUMBA)**
5. **PAYROLL (MALEMBEKA, LUMUMBA)**
6. **ORDER ESTABLISHING AND AUTHORIZING A PETTY CASH FUND FOR FY 2023-2024 FOR THE DEPARTMENT OF ADMINISTRATION. (MALEMBEKA, LUMUMBA)**

7. **ORDER AUTHORIZING THE PAYMENT OF THE SUM OF \$681.00 TO THE CAN MAN SHREDDING LLC FOR SERVICES PERFORMED PURSUANT TO SECTION 31-7-57 OF THE MISSISSIPPI CODE. (MALEMBEKA, LUMUMBA)**
8. **ORDER RATIFYING PAYMENT TO B&H FOR EQUIPMENT. (LUMUMBA)**
9. **ORDER AUTHORIZING AN EVENT LICENSE AGREEMENT FOR STATE OF THE CITY AT THE ROOKERY AND AUTHORIZING THE PAYMENT OF NINE HUNDRED DOLLARS (\$900.00) FOR THE RENTAL FEE FOR THE FACILITY. (LUMUMBA)**
10. **ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO A LOCATION AGREEMENT WITH SWEET UNKNOWN SOUTH, LLC FOR THE USE AND ACCESS TO CERTAIN REAL AND PERSONAL PROPERTY FOR THE PRODUCTION OF A TELEVISION SERIES. (LUMUMBA)**
11. **ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE UNIVERSITY OF MISSISSIPPI TO ASSIST WITH THE RESEARCH AND DEVELOPMENT OF A RECRUITMENT AND RETENTION PLAN FOR THE JACKSON POLICE DEPARTMENT. (WADE, LUMUMBA)**
12. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN MOU WITH DR. WESLEY JENNINGS, Ph.D RELATED TO HIS ROLE IN DEVELOPING THE CRIME GUN INTELLIGENCE CENTER PURSUANT TO THE UNITED STATES BUREAU OF JUSTICE ASSISTANCE LOCAL LAW ENFORCEMENT CRIME GUN INTELLIGENCE CENTER INTEGRATION INITIATIVE GRANT. (WADE, LUMUMBA)**
13. **ORDER REQUESTING APPROVAL AND RATIFICATION OF SERVICES AND PAYMENTS TO SEVERAL VENDORS WHO ARE ASSISTING WITH VARIOUS FAMILY ORIENTED EVENTS AND ACTIVITIES AT THE ANNUAL HARVEST FESTIVITIES ON MONDAY, OCTOBER 30, AND TUESDAY, OCTOBER 31, 2023. (HUTTON, LUMUMBA)**
14. **ORDER AUTHORIZING THE MAYOR TO EXECUTE GRANT AGREEMENTS WITH SMALL BUSINESS ENTERPRISES TO PROVIDE REIMBURSEMENTS FOR ELIGIBLE EXPENSES FROM COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) FUNDING FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), TOTALING \$142,700.04 FOR ECONOMIC DEVELOPMENT ACTIVITIES IN THE JACKSON METROPOLITAN STATISTICAL AREA (MSA). (DOTSON, LUMUMBA)**
15. **ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH JONES WALKER TO PERFORM BOND REVIEW OF A PROPOSED AGREEMENT BETWEEN THE CITY OF JACKSON AND THE JACKSON REDEVELOPMENT AUTHORITY REGARDING THE LEASE AND MANAGEMENT OF UNION STATION. (DOTSON, LUMUMBA)**
16. **ORDER RATIFYING PAYMENT TO THE RGNP DIST. AND MISSISSIPPI STATE UNIVERSITY FOR THE ANNUAL LICENSING FEES FOR ASBESTOS INSPECTORS' COURSES FOR THE CODE ENFORCEMENT OFFICERS IN COMMUNITY IMPROVEMENT. (DOTSON, LUMUMBA)**

17. **ORDER AUTHORIZING THE MAYOR TO APPROVE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR THE DEPARTMENT OF PLANNING AND DEVELOPMENT IN ORDER TO HIRE A CONSULTANT TO PROVIDE TECHNICAL AND CAPACITY BUILDING ASSISTANCE FOR THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PROGRAM REGULATIONS. (DOTSON, LUMUMBA)**
18. **ORDER AUTHORIZING THE OFFICE OF PLANNING AND DEVELOPMENT TO PAY ALL PROFESSIONAL ASSOCIATION DUES AND TRAVEL-RELATED EXPENSES FOR VARIOUS ORGANIZATIONS, AND ALL FEES ASSOCIATED WITH REPRESENTING THE CITY OF JACKSON AND ITS EMPLOYEES AS IT IS REASONABLE AND NECESSARY TO THE PERFORMANCE OF THE OFFICE OF PLANNING AND DEVELOPMENT DUTIES. (DOTSON, LUMUMBA)**
19. **ORDER RATIFYING PROCUREMENT OF STAFFING SERVICES FROM STAFFMARK AND AUTHORIZING PAYMENT. (R.LEE, LUMUMBA)**
20. **ORDER RATIFYING PROCUREMENT OF TRAFFIC SIGNAL REPAIR WORK AT TERRY ROAD AND COLONIAL DRIVE FROM POWELL CONSTRUCTION SERVICES, INC. AND AUTHORIZING PAYMENT TO SAID VENDOR. (R.LEE, LUMUMBA)**
21. **ORDER RATIFYING PROCUREMENT OF REPAIRS TO EQUIPMENT FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS. (R.LEE, LUMUMBA)**
22. **ORDER AUTHORIZING PAYMENT OF \$29,450.13 TO ERIKA BROCKINGTON AS FULL AND COMPLETE SETTLEMENT OF PROPERTY CLAIM. (C.MARTIN, LUMUMBA)**
23. **ORDER AUTHORIZING PAYMENT OF \$4,750.00 TO LOREN WHITE AS FULL AND COMPLETE SETTLEMENT OF PROPERTY CLAIM. (C.MARTIN, LUMUMBA)**
24. **ORDER ACCEPTING PAYMENT OF \$4,854.41 FROM PROGRESSIVE INSURANCE COMPANY ON BEHALF OF THEIR INSURED {MCLINDA TODD} AS A VEHICLE DAMAGE SETTLEMENT. (C.MARTIN, LUMUMBA)**
25. **ORDER AUTHORIZING PAYMENT OF \$23,000.00 TO JOHNNIE R. KEYS AS FULL AND COMPLETE SETTLEMENT OF PROPERTY DAMAGE CLAIM AND NO ADMISSION OF LIABILITY. (C.MARTIN, LUMUMBA)**
26. **ORDER AUTHORIZING PAYMENT OF \$13,182.72 TO AMIA EDWARDS AS FULL AND COMPLETE SETTLEMENT OF PROPERTY DAMAGE CLAIM AND NO ADMISSION OF LIABILITY. (C.MARTIN, LUMUMBA)**
27. **ORDER AUTHORIZING PAYMENT FOR ADDITIONAL LEGAL SERVICES DURING FISCAL YEAR 2023 TO SUSAN RICHARDSON, ESQ. AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP FOR REPRESENTATION OF THE CITY OF JACKSON IN UNITED STATES OF AMERICA, ET AL. vs. THE CITY OF JACKSON, MISSISSIPPI, CASE NO. 3:12-cv-790 HTW-LGI, U.S.D.C., S.D. MISS., IN UNITED STATES OF AMERICA VS. THE CITY OF JACKSON, CASE NO. 3:22-CV-00686-HTW-LGI, U.S.D.C., S.D.MISS., AND OTHER RELATED MATTERS. (C.MARTIN, LUMUMBA)**

28. ORDER RESCINDING THE 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. (BANKS, C.MARTIN)
29. ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY. (C.MARTIN, LUMUMBA)
30. ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (JACKSON CITY COUNCIL)
31. ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI PLACING A MEMORIAL SIGN IN MEMORY OF THE LIFE OF JACKSON STATE UNIVERSITY STUDENT AND MEMBER OF ALPHA PHI APLHA FRATERNITY INCORPORATED JAYLEN BURNS ON VALLEY STREET ON CITY PROPERTY IN FRONT OF 1400 VALLEY ST. (JACKSON CITY COUNCIL)
32. RESOLUTION OF THE CITY COUNCIL OF JACKSON MISSISSIPPI REQUESTING THE OFFICE OF THE ATTORNEY GENERAL AND THE OFFICE OF THE STATE AUDITOR TO PROVIDE A STATEMENT OF CLARITY AND UNDERSTANDING OF STATE PROCUREMENT LAW WHEN IT COMES TO SOLID WASTE CONTRACTS PROPOSAL AND PROCEDURE. (BANKS)
33. ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IMMEDIATELY REQUESTING THE RETRIEVAL OF ALL PAST DUE INVOICES WITHIN THE CITY OF JACKSON IN ADDITION, IMMEDIATELY REQUESTING THE ITEMS LISTED WITHIN THIS ORDER AS REQUESTED BY THE HIRED AUDITOR OF THE JACKSON CITY COUNCIL WITHIN 24 HOURS OF PASSAGE OF THIS ORDER. (BANKS)

DISCUSSION

34. DISCUSSION: JACKSON HOUSING AUTHORITY (STOKES)
35. DISCUSSION: FIRE DEPARTMENT (FIRE BUGS) (STOKES)
36. DISCUSSION: PREVENTION OF ANOTHER GARBAGE CRISIS (HARTLEY)
37. DISCUSSION: LOBBYIST (LEE)
38. DISCUSSION: PUBLIC WORKS DIRECTOR UPDATE (LEE)
39. DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY (JACKSON CITY COUNCIL)

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

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

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

2

Introduction Of Ordinances

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI RESTRICTING THE USE OF TAKE HOME CITY VEHICLES EXCEPT THOSE DEEMED ESSENTIAL ACCORDING TO THIS ORDINANCE IN ADDITION, RESTRICTING THE USE OF TAKE HOME CITY VEHICLES OUTSIDE OF THE CITY LIMITS OF JACKSON WITH NO EXCEPTIONS AND THE TRANSFER OF ANY VEHICLE FROM ANY DEPARTMENT TO ANOTHER, WITHOUT CITY COUNCIL APPROVAL.

WHEREAS, the City Council of Jackson, Mississippi acknowledges its legislative and fiscal responsibility account for the receivables, expenses, and auditing of the city's financial assets; and

WHEREAS, the City Council of Jackson, Mississippi acknowledges and does hereby recognize, the need to achieve financial savings for the municipality of Jackson, by cutting cost in the use of vehicles and maintenance due to excessive and unnecessary use of any city employee; and

WHEREAS, the aim and goal of this ordinance is to prevent any waste of unnecessary fuel usage, and to prevent the damage of any city vehicles being utilized during a time that is not pertaining to work of the City of Jackson; and

WHEREAS, the City Council of Jackson, Mississippi recognizes the importance of keeping a proper audit of its assets; and

WHEREAS, the City Council of Jackson, Mississippi recognizes the importance of a vehicle/vehicles being purchased and approved by the City Council within a department staying within the department unless otherwise approved as a transfer of assets by the City Council of Jackson, Mississippi; and

WHEREAS, the only vehicles exempt from the restriction of not allowing employees to take home vehicles and deemed essential of this ordinance are as follows:

- 1) All police and certified personnel of the Jackson Police Department, as given permission by only the Chief of the Jackson Police Department.
- 2) Employees of the command staff of the Jackson Fire Department, as given permission by only the Chief of the Jackson Fire Department.
- 3) Essential employees of the Public Works Director as deemed essential by the public works department for emergency services only.
- 4) The Director of Planning and Development & Designated Code Enforcement Manager
- 5) The Director of Parks and Recreation
- 6) The Mayor of the City of Jackson

WHEREAS, the City Council of Jackson, MS understands the value of employee travel for specific trainings, which shall be approved and managed by Department Director according to a policy approved by the City Attorney's office.

#2
Banks

Adoption Of Ordinances

3

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI PROHIBITING
THE PHYSICAL FOLLOWING OF JACKSON POLICE OFFICERS (OR THOSE WHO
ENFORCE LAW IN THE CITY OF JACKSON)**

WHEREAS, the public health, safety and welfare of the citizens of the City of Jackson shall be considered by this Ordinance; and

WHEREAS, the recruitment, training and retention of law enforcement officers is a difficult acquisition; and

WHEREAS, just as the injustices committed against citizens by police, those who serve in the capacity of enforcing the law are endangered by the circumstances of the times; and

WHEREAS, the random act of physically following police officers imposes extra danger and a credible threat while at the same time possibly interfering with their enforcement of the law; and

WHEREAS, the MS Code Annotated 97-3-107(1) states that any person who purposefully engages in a course of conduct directed at a specific person, or who makes a credible threat and who knows or should know that the conduct would cause a reasonable person to fear for his or her own safety, to fear for the safety of another person, or to fear damage or destruction of his or her property is guilty of "stalking".

WHEREAS, it is in the best interest of the citizens of the City of Jackson that an Ordinance be established, and our police officers' rights are guaranteed by the United States Constitution.

WHEREAS, those who commit careless, physical, and intentional following of police officers shall be punishable by a fine up to 500.00 and/or up to six months in jail; and

NOW, BE IT ORDAINED, that the Jackson City Council prohibits the physical following of Jackson Police officers in the attempt to intimidate or commit bodily harm.

SO ORDAINED, this the _____ day of October, 2023.

AGENDA ITEM # 3
AGENDA DATE: OCTOBER 10, 2023
BY: STOKES

Regular Agenda

Claims

Payroll

6

**ORDER ESTABLISHING AND AUTHORIZING A PETTY CASH FUND
FOR FY 2023-2024 FOR THE DEPARTMENT OF ADMINISTRATION**

OFFICE OF THE CITY CLERK
24.9M.10/11/23

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**
- (5) Any special provisions, such as the use of depository account(s).**

WHEREAS, the Department of Administration through the Office of Finance recommends the governing authorities for the city of Jackson authorize a petty cash fund not to exceed the adopted budget for fiscal year 2023-2024 to pay for professional organizations dues and registration fees, travel-related expenses such as airfare, baggage, hotel, mileage, per diem, ground travel, travel reimbursement, necessary items for the annual audit, replacement titles for city vehicles, and other necessary items for all city departments; and

WHEREAS, the money may be spent for the benefit of the municipality, and the purpose of the petty cash fund is to authorize 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 as the custodian of said funds for the Office of the 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.**

IT IS, THEREFORE, ORDERED that a petty cash fund for FY 2023-2024, in an amount not to exceed the adopted budget, is authorized by the governing authorities for the city of Jackson to be maintained by the Department of Administration through the Office of Finance, to pay for professional organizations dues and registrations fees, travel-related expenses such as airfare, baggage, hotel, mileage, per diem, ground travel, travel reimbursement, necessary items for the annual audit, replacement titles for city vehicles, and other necessary items for all city departments.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 6, 2023

DATE

POINTS		COMMENTS			
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			
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.			
5.	Schedule (beginning date)	After Council Approval			
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	ALL WARDS CITY WIDE			
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Administration Department of Finance			
8.	COST	The adopted budgeted amount			
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	All funds except Bond funds			
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___	N/A ___ N/A ___ N/A ___ N/A ___ N/A ___	___ ___ ___ ___ ___

MEMO

To: Chokwe A Lumumba, Mayor
From: Sharon Thames, Deputy Director of Administration
Date: October 6, 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 the adopted budget for fiscal year 2023-2024 to pay for travel related expenses such as registration, airfare, baggage, hotel, mileage, per diem, ground travel, travel reimbursement charges, necessary items for the annual audit and other necessary items for the departments.

Should you have any questions or concerns, please contact me at 601.960.1005.

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

10/18/23
OFFICE OF THE CITY ATTORNEY
S.M.

OFFICE OF THE CITY ATTORNEY

This **ORDER ESTABLISHING AND AUTHORIZING A PETTY CASH FUND FOR FY 2023-2024 FOR THE DEPARTMENT OF ADMINISTRATION** is legally sufficient for placement in NOVUS Agenda.

Catoria Martin

Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney *S.M.*

10/18/23
Date

7

ORDER AUTHORIZING THE PAYMENT OF THE SUM OF \$681.00 TO THE CAN MAN SHREDDING LLC FOR SERVICES PERFORMED PURSUANT TO SECTION 31-7-57 OF THE MISSISSIPPI CODE

OFFICE OF THE CITY CLERK
J. M. LUMUMBA

Whereas, a purchase order was issued to The Can Man Shredding LLC located at 1819 Valley Street, Jackson, Mississippi to provide certain services associated with the shredding of records which could be disposed of in accordance with the Department of Archives and History Local Government Records Office schedules and in accordance with Section 39-5-9 of the Mississippi Code; and

Whereas, the services were procured before the governing authorities of the City of Jackson authorized same; and

Whereas, The Can Man Shredding LLC did not participate in the error or failure to obtain approval of the governing authorities before the contract was let; and

Whereas, Section 31-7-57 of the Mississippi Code provides that a vendor who provides services in good faith shall be entitled to recover the fair market of the services notwithstanding the error or failure of the agency or governing authority if the contract was for an object authorized by law; and

Whereas, the shredding of documents not required to be maintained is authorized by law; and

Whereas, The Can Man LLC shredded the contents of 102 small boxes, and the fair market value for shredding the contents of the small boxes is \$3.00 per box for a total of \$306.00; and

Whereas, The Can Man LLC shredded the contents of 55 large boxes, and the fair market value for shredding the contents of the large boxes is \$5.00 per box for a total of \$275.00; and

Whereas, The Can Man LLC utilized a truck to pick up and transport the boxes for shredding, and the fair market value for the service is \$100.00;

Whereas, the best interest of the City of Jackson would be served by paying The Can Man LLC the fair market value of the services so that litigation is avoided or to ensure that services will be provided in the future;

IT IS HEREBY ORDERED that the sum of \$681.00 may be paid to The Can Man LLC for the fair market value of the services provided consistent with the provisions of Section 31-7-57 of the Mississippi Code.

AGENDA ITEM: # 7 _____

AGENDA DATE: OCTOBER 10, 2023

BY: MALEMBEKA, LUMUMBA


Department of Administration



Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

FROM: Sharon Thames 
Deputy Director of Administration

DATE: October 2, 2023

RE: **Order Ratifying Services and Authorizing Payment to The Can Man Shredding, LLC**

Attached is an order ratifying services provided by The Can Man Shredding, LLC and authorizing payment to said vendor. Traditionally, City of Jackson employees were not required to provide two (2) quotes to a vendor under a \$5,000. This purchase order was obtained with prior approval due to the past procedures followed by City employees.

On July 25, 2023, the Finance Division of the Department of Administration secured the services of said vendor to provide document destruction of records that had exceeded their required retention period. Therefore, the City will remit payment for the services that were provided in an amount of \$681.00

Please feel free to contact me at (601) 960-1005 with any additional questions.

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

P O I N T S		C O M M E N T S			
1.	Brief Description/Purpose	Document destruction of records that have exceeded retention			
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	Department of Administration – Finance Division			
4.	Benefits	Finance Processes			
5.	Schedule (beginning date)	N/A			
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide			
7.	Action implemented by: ▪ City Department ▪ Consultant	Finance Division of the Department of Administration			
8.	COST	\$681.00			
9.	Source of Funding ▪ General Fund X ▪ Grant ▪ Bond ▪ Other	General Funds 001411106419			
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___	N/A ___ X ___ N/A ___ X ___ N/A ___ X ___ N/A ___ X ___ N/A ___ X ___	

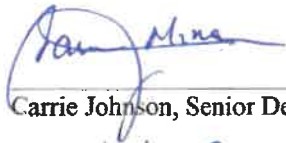
Revised 02-04

Office of the City Attorney
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OFFICE OF THE CITY ATTORNEY

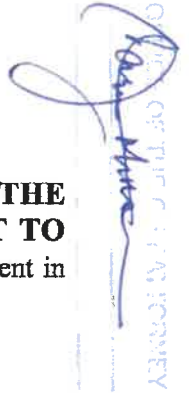
This **ORDER AUTHORIZING THE PAYMENT OF THE SUM OF \$681.00 TO THE CAN MAN SHREDDING LLC FOR SERVICES PERFORMED PURSUANT TO SECTION 31-7-57 OF THE MISSISSIPPI CODE** is legally sufficient for placement in NOVUS Agenda



Carrie Johnson, Senior Deputy City Attorney

Date

10/5/08



OFFICE OF THE CITY ATTORNEY
Carrie Johnson

The Can Man Shredding
 1819 Valley Street Jackson, MS 39204
 Phone 601-355-5777 Fax 601-360-0380
 www.thecanman.us



INVOICE 10270

Invoice Date 7/31/2023

Terms: Due on receipt

City Of Jackson
 Accounts Payable
 200 South Presidents st
 Jackson, MS 39201

Amount Due: \$681.00

Cost Center	Building/Room	Description	The Date	Qty	Price
	200 South Presidents st				
		1 Truck Fee	1568-07/25/23	1	\$100.00
		102 Small Banker Boxes (Count)	1568-07/31/23	102	\$306.00
		55 Large Banker Boxes (Count)	1568-07/31/23	55	\$275.00
TOTAL					\$681.00

Certificate of Destruction

The Can Man Shredding hereby certifies that all materials received for confidential destruction throughout the preceding schedule of services was confidentially handled, completely destroyed beyond recognition and recycled.

Please detach and retain this portion with your payment.

Invoice # 10270 07/31/23

City Of Jackson

Amount Due: \$681.00



City of Jackson, MS
 200 South Presidents Street
 Jackson, MS 39201

Bill To

Ship To
 FINANCE
 200 SOUTH PRESIDENT ST
 6TH FLOOR, SUITE 625
 JACKSON, MS 39201

Vendor
 THE CAN MAN
 1819 VALLEY ST
 JACKSON, MS 39204

Purchase Order

Fiscal Year 2023 Page 1 of 1

Purchase Order Number **23001677**
 Purchase Order Date **07/20/2023**
 Department **FINANCE**

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.

ORDER NUMBER	ORDER DATE	ORDER TYPE	ORDER CLASS	ORDER STATUS	ORDER COMMENTS
601355777		41355	4709		Cora Henderson

NOTES

MISCELLANEOUS SERVICES, NO. 2 (NOT OTHERWISE CLASS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	102/small banker boxes count-08/31/23 MISCNO2, DOCUMENT SHREDDING SERVICES SECURE DOCUMENT DESTRUCTION SERVICES FOR APPROX 140 SMALL BOXES OF OLD OUTDATED PAPERS	102.0000	BX	\$3.0000	\$306.00
2	55 LARGE BANKER BOXES/08/31/23-MISCNO2, DOCUMENT SHREDDING SERVICES CHARGES FOR TRUCK FEES - SECURE DOCUMENT DESTRUCTION SERVICES FOR APPROX 140 SMALL BOXES OF OLD OUTDATED PAPERS	55.0000	BX	\$5.0000	\$275.00
3	1 TRUCK FEE	1.0000	EA	\$100.0000	\$100.00

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.

Purchasing Manager



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
The Can Man Shredding, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1026147
Status:	Good Standing
Effective Date:	08/13/2013
State of Incorporation:	Mississippi
Principal Office Address:	1819 VALLEY STREET JACKSON, MS 39204

Registered Agent

Name
Bussey, John W, Jr 1819 Valley Street Jackson, MS 39204

Officers & Directors

Name	Title
John W Bussey Jr 133 CHERRY HILLS DRIVE JACKSON, MS 39211	Member
Angela B. Healy 6360 I-55 North, Suite 250 (39211)aPO Box 13492 Jackson, MS 39236	Other

8

ORDER RATIFYING PAYMENT TO B&H FOR EQUIPMENT.

WHEREAS, the City of Jackson, Office of the Mayor would like to make good on past due invoices; and

WHEREAS, the Office of Communications, needed a lighting kit and power extension cord for advertising and marketing productions in the City of Jackson; and

WHEREAS, on December 7, 2021 and December 19, 2021, commodities in the amount of \$151.40 were purchased by the Office of Communications, but invoices were not paid; and

Items	Invoice No.	Invoice Date	Invoice Amount
Lume Broadcast Lighting Kit	196639050	12/7/21	\$88.64
2- Century 100' 12/3 SJTW Pro Power Ext Cord B	197136377	12/19/21	\$62.76
		Total	\$151.40

WHEREAS, the Office of Communications, believes it is in the best interest of the City of Jackson that these past due invoices are paid in full; and

IT IS, THEREFORE, ORDERED that the payment for items received from B&H is authorized in the amount of One Hundred Fifty-One Dollars and Forty Cents (\$151.40).

IT IS FURTHER ORDERED that the Mayor is hereby authorized to make payment to B&H for past due invoices.

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 B&H FOR EQUIPMENT** is legally sufficient for placement in NOVUS Agenda.

OFFICE OF THE CITY ATTORNEY



Catoria Martin, *City Attorney*

10/19/23

Date

INVOICE



420 Ninth AVENUE
NEW YORK, NEW YORK 10001
TEL: 212.239.7760
FAX: 212.239.7759
www.BandH.com

For billing inquiries & payment options please contact your account rep
 Naseem Siddiqui Ext: 5307
 arbilling@bhphoto.com

INVOICE DATE	INVOICE NUMBER
12/19/21	197136377
ORDER NO.	P.O. NO.
888294269	21002224
CUSTOMER CODE	TERMS
A1744015	30 DAY
SALESPERSON	SHIP VIA
AO	FDX GROUND
PLEASE REMIT PAYMENT TO:	
B&H PHOTO-VIDEO REMITTANCE PROCESSING CENTER P.O. BOX 28072 NEW YORK, NY 10087-8072	

Bill To: CITY OF JACKSON, MS
ACCOUNTS PAYABLE
200 S PRESIDENT ST
CITY HALL
JACKSON, MS 39201

Ship To: MAYORS OFFICE
CITY OF JACKSON
219 SOUTH PRESIDENT STREET
3RD FLOOR
JACKSON, MS 39201

Bill Phone: (601)213-7635

Ship Phone: (601)213-7635

Qty Ord	Qty Ship	Qty Bko	Item Description	SKU#/MFR#	Item Price	Amount
2	1		CENTURY 100' 12/3 SJTW PRO POWER EXT CORD B	CED16624100B (D16624100)	62.76	62.76

Payment Type	Card/Check Number	Amount	Sub-Total:	\$62.76
			Total Order:	\$62.76

INVOICE



420 Ninth AVENUE
NEW YORK, NEW YORK 10001
TEL: 212.239.7760
FAX: 212.239.7759
www.BandH.com

For billing inquiries & payment options please
 contact your account rep
 Naseem Siddiqui Ext: 5307
 arbilling@bhphoto.com

INVOICE DATE	INVOICE NUMBER
12/07/21	196639050
ORDER NO.	P.O. NO.
890479820	22000572
CUSTOMER CODE	TERMS
A1744015	30 DAY
SALESPERSON	SHIP VIA
AUT	STANDARD
PLEASE REMIT PAYMENT TO:	
B&H PHOTO-VIDEO REMITTANCE PROCESSING CENTER P.O. BOX 28072 NEW YORK, NY 10087-8072	

Bill To: CITY OF JACKSON, MS
ACCOUNTS PAYABLE
200 S PRESIDENT ST
CITY HALL
JACKSON, MS 39201

Ship To: MAYOR'S OFFICE
CITY OF JACKSON
219 SOUTH PRESIDENT STREET
3RD FLOOR
PO # 22000572
JACKSON, MS 39201

Bill Phone: (601)213-7635

Ship Phone: (601)213-7635

Qty Ord	Qty Ship	Qty Bko	Item Description	SKU#/MFR#	Item Price	Amount
1	1		LUME BROADCAST LIGHTING KIT Regular Price: \$118.64 Manufacturer's Instant Rebate: -\$30.00 Exp. 12/31/21 Your Final Price: \$88.64	LUBLK (LC-BLK)	88.64	88.64

Payment Type	Card/Check Number	Amount	Sub-Total:	\$88.64
			Total Order:	\$88.64

9

ORDER AUTHORIZING AN EVENT LICENSE AGREEMENT FOR STATE OF THE CITY AT THE ROOKERY AND AUTHORIZING THE PAYMENT OF NINE HUNDRED DOLLARS (\$900.00) FOR THE RENTAL FEE FOR THE FACILITY.

WHEREAS, on Thursday, October 26, 2023 from 6pm to 8pm, the City of Jackson's State of the City event will take place at the Rookery; and

WHEREAS, the Rookery owner, Dee Bookert Nixon has agreed to provide space for the City of Jackson's State of the City event and has waived customary fees associated with the use of the facility; and

WHEREAS, the Jackson Police Department will provide security for the event to assist with parking and traffic control; and

WHEREAS, the best interest of the City of Jackson and its citizenry would be served by authorizing the expenditure of \$900.00 for the facility; and

WHEREAS, the Mayor's office recommends that the governing authorities for the City of Jackson, MS authorize the Mayor to execute an agreement to use The Rookery for the State of the City event.

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute the Event License Agreement for the use of The Rookery at 234 E. Capitol Street to host the State of the City event.

IT IS FURTHER ORDERED that a sum not to exceed \$900.00 may be paid to The Rookery for use of the space.

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 AN EVENT LICENSE AGREEMENT FOR STATE OF THE CITY AT THE ROOKERY AND AUTHORIZING THE PAYMENT OF NINE HUNDRED DOLLARS (\$900.00) FOR THE RENTAL FEE FOR THE FACILITY is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

10/19/23
Date

10

ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO A LOCATION AGREEMENT WITH SWEET UNKNOWN SOUTH, LLC FOR THE USE AND ACCESS TO CERTAIN REAL AND PERSONAL PROPERTY FOR THE PRODUCTION OF A TELEVISION SERIES.

WHEREAS, Sweet Unknown South, LLC ("Sweet Unknown South") is a Mississippi Limited Liability Company (BID #1217573) duly formed in the State of Mississippi, for the express purpose of motion picture and video production; and

WHEREAS, the governing authorities finds it to be in the best interest of the City of Jackson to attract, support, and promote the production of quality film and television production in the City; and

WHEREAS, Sweet Unknown South is dedicated to socially conscious productions as an independent studio, with a mission to advance the film industry in Mississippi; and

WHEREAS, Sweet Unknown South is currently in the process of producing a television series (working title "The Warrant Unit") that includes scenes set in the Jackson Police Station, City Hall, the Mayor's Office, and various streets within the City of Jackson; and

WHEREAS, Sweet Unknown South has requested permission to video City of Jackson's police vehicles for filming scenes in its television series; and

WHEREAS, it is in the best interest of the City of Jackson to grant Sweet Unknown South access to city resources, subject to the production company's compliance with all safety rules and regulations, as well as providing proof of insurance for the company and television production.

IT IS HEREBY ORDERED that the City of Jackson grants Sweet Unknown South access to the City of Jackson Police Station, City Hall, the Mayor's Office, and several City of Jackson Streets from October 25, 2023 to on or about December 15, 2023, or such other date and times as specified by the Sweet Unknown South based on changes in the shooting schedule or weather delays, provided Sweet Unknown South gives advance notice to the City. This authorization is contingent upon the production company's adherence to all safety rules and regulations for the facilities and the provision of adequate insurance. The production company shall also be responsible for covering any expenses related to the use of the property that may cause damage to the facility.

IT IS FURTHER ORDERED that Sweet Unknown South must comply with all applicable laws, ordinances, and regulations related to its production (i.e., permits, licenses, and coordinating street closures, etc.) and the City reserves the right to terminate the production

at any time to ensure the safety, health, and welfare of citizens and City employees. Furthermore, Sweet Unknown South must leave the facilities in the same satisfactory condition as they were prior to filming.

IT IS FINALLY ORDERED that the Mayor, or his legally authorized designee, is authorized to execute any and all documents necessary provided there be no costs to the City of 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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO A LOCATION AGREEMENT WITH SWEET UNKNOWN SOUTH, LLC FOR THE USE AND ACCESS TO CERTAIN REAL AND PERSONAL PROPERTY FOR THE PRODUCTION OF A TELEVISION SERIES** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

10/17/23
Date

LOCATION AGREEMENT

THIS LOCATION AGREEMENT (the "Agreement"), effective as of October 25, 2023, is by and between City of Jackson (collectively, the "Grantor") and Sweet Unknown South, LLC, and its affiliates, licensees, successors, and assigns (collectively, "Company").

WHEREAS, Company is undertaking to produce a television pilot currently titled THE WARRANT UNIT (the "Picture");

WHEREAS, Grantor is the owner, or has the authority to grant the rights granted herein, as relates to that certain property located at 219 S President St, Jackson, MS 39201 and 327 E Pascagoula St, Jackson, MS 39205 (hereinafter referred to as the "Location");

WHEREAS, Company seeks to film portions of the Picture at the Location and wishes to obtain certain permissions as are set forth in this Agreement and subject to the terms hereof; and

NOW, THEREFORE, the Parties hereby agree as follows:

1. **GRANT OF RIGHTS.** Grantor grants to Company the right (subject to the restrictions set forth in Paragraph 2) to enter upon the Location to film the Picture upon the terms and conditions set forth herein. Company will have the right to enter upon and use the Location and to bring on to the Location personnel, vehicles and equipment (including, but not limited to, camera(s) and lighting equipment, personal effects, props, catering, refreshments, audio visual tools as needed) and to recover same from premises upon completion of work as reasonably deemed necessary by Company to depict the Location in the motion picture and in stills, audio, and video, in any and all media whether now known or hereafter devised for any purpose whatsoever. Company is further granted the right to erect, decorate, and maintain temporary sets in connection with the Picture. The rights herein granted include without limitation the right to record all structures and signs located on the Location, the right to record any and all activities, conduct, and conditions occurring or existing on the Location, and the right to refer to the Location by its correct name or any fictitious name. Grantor agrees that Company may juxtapose scenes filmed in other locations with the Location but is under no obligation to use any of the footage of the Location in the final cut of the Picture, nor is Company under any obligation to depict the Location in any particular manner whatsoever.

2. **USE OF LOCATION.** Grantor hereby agrees to allow Company access to the Location between October 25, 2023 and December 15, 2023, or such other date and times as specified by the Company based on changes in the Picture's shooting schedule or weather delays, provided Company gives advance notice to Grantor.

3. **DAMAGE TO PREMISES.** Company shall make no permanent alteration to any real or personal property on the Location. Upon completion of filming on the Location, Company shall, at its sole expense, promptly restore the Location to its condition prior to filming, reasonable wear and tear excepted.

4. **LOCATION FEE.** Company shall pay Grantor a location fee of \$0, payable as follows: (a) Fifty percent (50%) on or before the date the Company takes possession of the Location for preparation; (b) Twenty-Five percent (25%) upon commencement of Principal Photography; and (c) Twenty-five percent (25%) upon execution of the Location Separation Agreement to be executed upon completion of filming at the Location. No other payment of any kind will be due and payable by Company to Grantor for use of the Location or distribution of the Picture. **Grantor will not pay the Company any fee to be featured in the Picture.**

5.
INTENTIONALLY LEFT BLANK

6. **RELEASE OF PROPERTY DAMAGE CLAIMS.** After Company has completed its work at the Location, including all necessary restoration, if any, Company shall be deemed to have fully and properly vacated the Location and shall be relieved of any and all obligations in connection with the Location unless Grantor, within fourteen (14) days after Company leaving the Location, informs Company in writing of any damage to the Location and/or restoration not completed.

7. INTENTIONALLY LEFT BLANK

8. **BILLING CREDIT.** Company shall provide Grantor with a "special thanks" credit on screen in the end titles of the Picture at Company's sole and absolute discretion. No casual or inadvertent failure to comply with this clause by Company, nor any failure by any third party to comply, shall be deemed a breach of this Agreement by Company.

9. **INSURANCE.** Prior to filming at the Location, Company shall secure General Liability and Property Damage Insurance in an amount of at least \$1,000,000 covering General Liability and \$1,000,000 covering Property Damage.

10. INTENTIONALLY LEFT BLANK

11. INTENTIONALLY LEFT BLANK

12. **FORCE MAJEURE.** If Company's use of the Location is prevented or hampered by illness of actors, director or other essential artists and crew, weather conditions, defective film or equipment or any other occurrence beyond Company's control (including, but not limited to, weather-related delays) (each, a "Force Majeure Event"), Company shall have the right to use the Location without any additional charge for an amount of additional time equal to the time that was not used due to the Force Majeure event, commencing at a mutually agreeable time following the end of the Force Majeure Event.

13. **WAIVER.** A waiver by any party of any of the terms and conditions of this Agreement in any one instance shall not be deemed to be a waiver of such term or condition for the future, or of any subsequent breach thereof.

14. **SEVERABILITY.** If any provision of this Agreement is declared illegal or unenforceable, it is the intent of the Parties that the remaining provisions shall continue in full force and effect.

15. INTENTIONALLY LEFT BLANK

16. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

17. INTENTIONALLY LEFT BLANK

18. INTENTIONALLY LEFT BLANK

19. INTENTIONALLY LEFT BLANK

20. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties with respect to its subject matter. It merges and supersedes all prior and/or contemporaneous agreements and understandings between the parties, written or oral, all of which are hereby declared to be void and without further effect, with respect to its subject matter; there are no restrictions, agreements, promises, warranties, covenants, or undertakings between the parties with respect to the subject matter hereof other than those expressly set forth herein. This Agreement may be amended only by a written instrument duly executed by all parties or their respective heirs, successors or assigns.

21. COUNTERPARTS; DELIVERY. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A copy of this Agreement produced from the delivered facsimile or electronic form by any reliable means (for example, photocopy, facsimile or printed image) shall in all respects be considered an original.

IN WITNESS WHEREOF, the parties have executed this Location Agreement as of the date first written above.

ACCEPTED AND AGREED:

SWEET UNKNOWN SOUTH, LLC



By:

Its: Owner

City Council 10 Point Data Sheet Information

1. Brief Description:

Request permission for Sweet Unknown South, LLC to film in the City of Jackson.

ORDER AUTHORIZING SWEET UNKNOWN SOUTH, LLC THE USE AND ACCESS TO CERTAIN REAL PROPERTY FOR THE PRODUCTION OF A TELEVISION SERIES.

2. Public Policy Initiative:

Economic Development

3. Who will be affected:

City of Jackson employees, businesses and residents in the downtown area.

4. Benefits:

Promoting the growth of the film industry in the City of Jackson.

5. Schedule (beginning date):

October 25, 2023

6. Location:

Jackson Police Station, City Hall, the Mayor's Office and several City of Jackson Streets

7. Action implemented by City Department:

Mayor's Office and Public, Educational, and Governmental Access Channel (PEG Network)

8. Cost:

N/A

9. Source of Funding:

N/A

10. EBO participation:

???

1 1

ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE UNIVERSITY OF MISSISSIPPI TO ASSIST WITH THE RESEARCH AND DEVELOPMENT OF A RECRUITMENT AND RETENTION PLAN FOR THE JACKSON POLICE DEPARTMENT

DEPARTMENT OF JUSTICE
LABORATORY

Whereas, the Jackson Police Department has been challenged with recruiting and retaining law enforcement officers; and

Whereas, an application was submitted to the United States Department of Justice in response to the Fiscal Year 2022 Microgrants-Community Policing Development Solicitation which was assigned funding opportunity number o-COPS-2022-171175; and

Whereas, the application submitted in response to the solicitation contained a proposal for the development of an officer recruitment and retention plan and indicated that the University of Mississippi would be utilized in the research and development; and

Whereas, in a letter bearing the number FAW 173587 notice was provided that the sum of \$174,947.99 had been awarded in response to the application; and

Whereas, consistent with the content of the application and award, it is necessary to enter into a Memorandum of Understanding with the University of Mississippi for the work and services contemplated to be provided in researching and developing the recruitment and retention plan; and

Whereas, the University of Mississippi will assign and appoint personnel consisting of a minimum of one (1) individual to serve as principal investigator and research partner and one (1) doctoral research assistant, who will collect, manage, and assist with data analysis; and

Whereas, the University of Mississippi will participate in meetings and travel when required in furtherance of the objective of the project; and

Whereas, the University of Mississippi will cooperate with the City of Jackson and provide information required by the Department of Justice concerning the status of the project; and

Whereas, the University of Mississippi's research and development activities may include the following: (a) launching of a nationwide marketing campaign including the use of twitter, Linked In, Indeed, and other social media and online recruiting outlets; (b) use of college internship programming; (c) military programs for service members who transition to civilian employment; (d) exploring the feasibility of increasing compensation for recruits; (e) exploring the feasibility of providing hiring incentives including but not limited to relocation expenses using tier structures based on moving distance; (f) restructuring the hiring process from application to background inquiries; (g) exploring the feasibility of providing retention incentives based upon length of service; (i) development of a plan for offering promotions and advancement; (j) submitting inquiries to existing officers on avenues which might lead to success

in recruiting and retaining competent and qualified law enforcement officers;

Whereas, the University of Mississippi will receive a sub-award of \$126,329.00 for services provided including costs for travel and meals when required; and

Whereas, the University of Mississippi will be responsible for compensating personnel assigned to the project, and the City of Jackson will have no financial obligation to the personnel assigned; and

Whereas, personnel assigned to the project by the University of Mississippi will not be employees of the City of Jackson and shall not be entitled to any salary or benefit from the City of Jackson;

Whereas, the University of Mississippi will cooperate with the City of Jackson in providing reports and an accounting of the expenditure of the funds to the United States Department of Justice;

Whereas, the funds not included in the sub-award to the University of Mississippi which remain will be expended on the securing of billboards, promotional items and also needed software for the project;

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute a Memorandum of Understanding with the University of Mississippi as a sub-grantee for the Fiscal Year 2022 Community Policing Development grant.

IT IS HEREBY ORDERED that the University of Mississippi may be disbursed the sum of \$126,329.00 as a sub-grantee.

IT IS HEREBY ORDERED that disbursements to the University of Mississippi shall occur in accordance with the terms and requirements of the grant which was awarded by the United States Department of Justice.


OFFICE OF THE CITY ATTORNEY

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE October 5, 2023

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	Order Authorizes Mayor Execute MOU University of Mississippi as sub-awardee for Microgrant Project – Development of Officer Recruitment and Retention Plan																																													
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	Crime Prevention, Quality of Life, Changes in City Government																																													
3.	Who will be affected	City of Jackson , citizens, University of Mississippi, potential officers																																													
4.	Benefits	To improve the safety and well-being of the citizens of Jackson.																																													
5.	Schedule (beginning date)	Upon council approval																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ ▪ Project limits if applicable 	City in General																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Jackson Police Department																																													
8.	COST	Sub-award from grant in the amount of \$126329.00																																													
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	United States Department of Justice FY 2022 Microgrant Community Policing Development																																													
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">ABE</td> <td style="width: 10%; text-align: right;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 5%;">yes</td> <td style="width: 5%;">___</td> <td style="width: 5%;">no</td> <td style="width: 5%;">___</td> <td style="width: 10%;">N/A</td> <td style="width: 5%;">___</td> </tr> <tr> <td>AABE</td> <td style="text-align: right;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td style="text-align: right;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td style="text-align: right;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td style="text-align: right;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Office of the City Attorney
455 East Capitol Street

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE UNIVERSITY OF MISSISSIPPI TO ASSIST WITH THE RESEARCH AND DEVELOPMENT OF A RECRUITMENT AND RETENTION PLAN FOR THE JACKSON POLICE DEPARTMENT** is legally sufficient for placement in NOVUS Agenda



Carrie Johnson, Senior Deputy City Attorney

10/5/03

Date

OFFICE OF THE CITY ATTORNEY
Jackson, Mississippi
39207-2779

Award Letter

October 13, 2022

Dear Juan Gray,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by JACKSON, CITY OF for an award under the funding opportunity entitled 2022 FY22 Microgrants -Community Policing Development Solicitation. The approved award amount is \$174,947.99.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVV funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

ROBERT CHAPMAN
Acting Director



Handwritten signature and stamp:
OFFICE OF THE VICE CHANCELLOR FOR RESEARCH

September 27, 2023

Cleopatra Norris
Public Safety Administrator
Fiscal Affairs- Jackson Police Department
327 East Pascagoula Street
Jackson, MS 39205

Dear Ms. Norris,

As requested, please accept this letter acknowledging "The University of Mississippi" as the named entity for the MOU with the Jackson Police Department for the subcontract work for the U.S. Department of Justice, COPS Office Award #15JCOPS-GG-0452-PPSE on "Officer Recruitment and Retention" that was awarded to the Jackson Police Department.

I am also acknowledging that Dr. Wesley Jennings, in the Department of Criminal Justice & Legal Studies at the University of Mississippi, will serve as the Principal Investigator and point of contact for the Jackson Police Department for all subcontract work related to this grant project. In addition, he will be the supervisor of the University of Mississippi graduate assistant who will be hired to work on this project as well.

Please let me know if you have any additional questions.

Sincerely,

Greg Easson

Dr. Greg Easson
Interim Vice Chancellor for Research and Sponsored Programs
University of Mississippi
313 Lyceum, University, MS 38677
(662) 915-5995
geasson@olemiss.edu

12

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN MOU WITH DR. WESLEY JENNINGS, Ph.D RELATED TO HIS ROLE IN DEVELOPING THE CRIME GUN INTELLIGENCE CENTER PURSUANT TO THE UNITED STATES BUREAU OF JUSTICE ASSISTANCE LOCAL LAW ENFORCEMENT CRIME GUN INTELLIGENCE CENTER INTEGRATION INITIATIVE GRANT

OFFICE OF THE CITY ATTORNEY
W. W. W.

WHEREAS, the City of Jackson applied for and was awarded funding by the Office of Justice Programs pursuant to the 2022 BJA FY 22 *Local Law Enforcement Crime Gun Intelligence Center Integration Initiative*; and

WHEREAS, the purpose of the initiative is to address firearm-related crime and forensics through the establishment of Crime Gun Intelligence Centers (CGICs); and

WHEREAS, the program furthers the DOJ's mission by assisting state, local, and tribal law enforcement with enhancing their investigative and prosecutorial resources to improve their ability to hold violent gun offenders accountable and reduce violent crime; and

WHEREAS, in accordance with Award Number 15PBJA-22-GG-01758-JAGP, the City of Jackson was awarded funding in the amount of \$675,000.00; and

WHEREAS, the governing authorities ratified the submission of the application and acceptance of the Bureau of Justice Assistance grant funds on October 11, 2022; and

WHEREAS, the October 11, 2022 action of the governing authorities is recorded in Minute Book 6W at pages 33-34; and

WHEREAS, Dr. Wesley Jennings, Ph.d, a professor in the University of Mississippi's Criminal Justice and Legal Studies Department was identified in the application for the grant as a participant responsible for research, collection, and analysis of data; and

WHEREAS, the grant awarded by the bureau of Justice Assistance Programs requires that participants and stakeholders define roles and responsibilities within a Memorandum of Understanding; and

WHEREAS, the role and responsibilities of Dr. Wesley Jennings and the City of Jackson have been determined and setforth in an MOU; and

WHEREAS, the terms of the MOU are as follows:

MOU Effective Date:

The parties agree that the MOU shall become effective upon approval by the governing authorities for the City of Jackson and execution by the Mayor of the City of Jackson and Dr. Wesley Jennings.

MOU Duration:

Agenda Item # 12
October 24, 2023
Wade, Lumumba

The parties agree that the MOU's duration will end on October 1, 2025 unless the period for performance of the grant is extended by the Bureau of Justice Assistance. If there is an extension of the period of performance, then the MOU shall remain in effect for the period of such extension.

Responsibilities of Dr. Wesley Jennings

- (1) Collect data;
- (2) Clean data;
- (3) Analyze data;
- (4) Prepare and disseminate reports associated with the work of the Crime Gun Intelligence Center;
- (5) Meet and collaborate with the Hinds County District Attorney, Alcohol Tobacco and Firearm officials, United States Attorney, City of Jackson law enforcement, and other members of the law enforcement community on the work of the Crime Gun Intelligence Center;
- (6) Prepare reports including but not limited to progress reports required by the Bureau of Justice Assistance;
- (7) Prepare final report for submission by the City of Jackson to the Bureau of Justice Assistance;
- (8) Travel for meetings when required;
- (9) Make presentations regarding the work of the CGIC;
- (10) Attend quarterly meetings with City of Jackson law enforcement officials;
- (11) Assist the City of Jackson in responding to requests for information from the Bureau of Justice Assistance.

Responsibilities of the City of Jackson

- (12) City of Jackson will meet and collaborate with Dr. Wesley Jennings and others on the work of the CGIC;
- (13) Submit reports to the Bureau of Justice Assistance when required and due concerning the work of the CGIC;
- (14) Form an executive steering committee to develop the CGIC;
- (15) Develop processes and procedures for the CGIC in collaboration with the Hinds County Sheriff's Department, U.S. Department of Justice's Bureau of Alcohol, Tobacco and Firearms, the Hinds County District Attorney's Office, and the U.S. Attorney's Office;

Wesley Jennings
City of Jackson

(16) Collaborate with Dr. Jennings and other participants on developing a sustainable plan for continuing the CGIC;

Financial

(17) Subject to the availability and receipt of funding from the grant, the City of Jackson will tender to Dr. Jennings a sum not exceeding \$27,500.00 *annually within the grant period* for work performed related to the CGIC. The payments will be tendered upon receipt of a monthly invoice containing dates and a description of the services, work performed, and deliverables submitted related to the CGIC and the time expended for the services. **The total monies paid to Dr. Jennings for services shall not exceed \$82,500.00**

(18) The City of Jackson will reimburse Dr. Jennings, the actual expenses incurred for travel, lodging, and meals related to meeting attendance. Proof of the incurring of the expenses must be furnished. If travel is by vehicle, then the City of Jackson's reimbursement will be based upon the prevailing rate of federal reimbursement for miles travelled. **The monies reimbursed Dr. Jennings for actual travel, meal, and lodging expenses shall not exceed the sum of \$13,698.20 during the term of the MOU.**

Termination of MOU

The anticipated collaboration between the parties arising from this MOU may be terminated by either party upon the provision of thirty (30) days written notice to the other.

Notices:

Notices are to be provided and sent as follows:

City of Jackson:

Mayor Chokwe Antar Lumumba, 219 South President Street, Jackson MS 39201

Email: tmurray@city.jackson.ms.us

Joseph Wade, Jackson Police Department, 327 East Pascagoula Street, Jackson MS 39205

Email: jcoleman@city.jackson.ms.us

Dr. Wesley Jennings:

Gillespie distinguished Scholar, Chair, and Professor of Criminal Justice & Legal Studies
University of Mississippi 84 Dormitory Row West, H 313, University, MS 38677-1848
Email: doctor wgj@gmail.com.

WHEREAS, the best interest of the City of Jackson will be served by entering into an MOU with Dr. Wesley Jennings, Ph.d containing the above provisions;

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute an MOU with Dr. Wesley Jennings, Ph.d containing the above provisions.

THE OFFICE OF THE CITY ATTORNEY
JACKSON, MISSISSIPPI

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET August 24, 2023

POINTS		COMMENTS			
1.	Brief Description/Purpose	Order Authorizing The Mayor's to enter into a Contract with Dr. Wesley Jennings, a professor in the <i>Criminal Justice and Legal Studies Department</i> at the University of Mississippi and is intended to outline the parties plans for common action in developing a Crime Gun Intelligence Center pursuant to the Bureau of Justice Assistance Fiscal Year 2022 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative. Dr. Jennings will provide consulting services for the Jackson Police Department			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	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)				
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ ■ Project limits if applicable	ALL WARDS	CITY WIDE		
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Jackson Police Department			
8.	COST	10/01/2022 – 09/30/2025 Consultant Fees: \$27,000.00 @3 years = \$82,500.00 payment will be tendered upon receipt of a monthly invoice containing dates and a description of the services, work performed, and deliverables submitted related to CGIC and the time expended for the services. The City of Jackson will reimburse Dr. Jennings, the actual expenses incurred for travel, lodging, and meals related to meeting attendance. The monies reimbursed Dr. Jennings, will not exceed \$13,698.20 for meals, travel, and lodging expenses.			
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input checked="" type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	JPD CGIC Grant will pay 100 percent all cost incurred within project period.			
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 _____



Chief of Police
Joseph Wade

JACKSON POLICE DEPARTMENT
Administrative Services Bureau
Deric Hearn, Deputy Chief of Police

Assistant Chief of Police
Vacant

Memorandum

To: Chokwe A. Lumumba, Mayor

From: Joseph Wade, Chief of Police

Wade 9-11-2023

Date: Thursday, September 11, 2023

Re: Order Authorizing the Mayor to Execute a MOU with Dr. Wesley Jennings, Ph.D. Related to his role in Developing the Crime Gun Intelligence Center (CGIC)

I am requesting that the attached Memorandum of Understanding (MOU) be entered into between the *City of Jackson Mississippi/JPD* and Dr. Wesley Jennings, a professor in the *Criminal Justice and Legal Studies Department* at the University of Mississippi and is intended to outline his role in developing a Crime Gun Intelligence Center pursuant to the Bureau of Justice Assistance Fiscal Year 2022 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative.

As the recipient of this award, the initiative is to address firearm-related crime and forensics through the establishment of a Crime Gun Intelligence Center (CGIC). Among the deliverables is a collaborative working group in the CGIC integration team including representative from ATF, local police, probation and parole, prosecuting attorneys, US Attorney's office, crime laboratory crime analysts, community groups, and academic organizations (Researchers).

Pursuant to the terms of the grant, Dr. Wesley Jennings, PhD was identified in the application for the grant as a participant responsible for research, collection, and analysis of data in developing the CGIC.

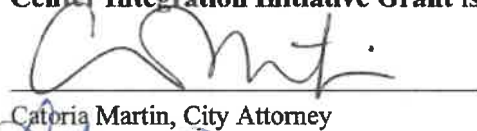
Therefore, I am requesting that this MOU between Dr. Wesley Jennings and JPD be approved as a council agenda item to support the CGIC grant award (See Attached.)

Office of the City Attorney
455 East Capitol Street

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

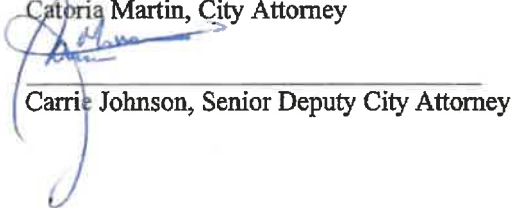
OFFICE OF THE CITY ATTORNEY

This Order Authorizing the Mayor to Execute An MOU With Dr. Wesley Jennings, Ph.D Related to His Role In Developing the Crime Gun Intelligence Center Pursuant to the Crime Gun Intelligence Center Integration Initiative Grant is legally sufficient for placement in NOVUS Agenda



Catoria Martin, City Attorney

9/19/23
Date



Carrie Johnson, Senior Deputy City Attorney

OFFICE OF THE CITY ATTORNEY



Chief of Police
Joseph Wade

JACKSON POLICE DEPARTMENT
Administrative Services Bureau
Deric Hearn, Deputy Chief of Police

Assistant Chief of Police
Vacant

Memorandum

To: Joseph Wade, Chief of Police

Via: Deric Hearn, Deputy Chief of Police, Administrative Services Bureau

Cleopatra Norris, JPD Fiscal Manager

From: Juan Gray, Grants Unit

Date: Thursday, September 07, 2023

Re: Order Authorizing the Mayor to Execute a MOU with Dr. Wesley Jennings, Ph.D. Related to his role in Developing the Crime Gun Intelligence Center (CGIC)

I am requesting that the attached Memorandum of Understanding (MOU) be entered into between the *City of Jackson Mississippi/JPD* and Dr. Wesley Jennings, a professor in the *Criminal Justice and Legal Studies Department* at the University of Mississippi and is intended to outline his role in developing a Crime Gun Intelligence Center pursuant to the Bureau of Justice Assistance Fiscal Year 2022 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative.

As the recipient of this award, the initiative is to address firearm-related crime and forensics through the establishment of a Crime Gun Intelligence Center (CGIC). Among the deliverables is a collaborative working group in the CGIC integration team including representative from ATF, local police, probation and parole, prosecuting attorneys, US Attorney's office, crime laboratory crime analysts, community groups, and academic organizations (Researchers).

Pursuant to the terms of the grant, Dr. Wesley Jennings, PhD was identified in the application for the grant as a participant responsible for research, collection, and analysis of data in developing the CGIC.

Therefore, I am requesting that this MOU between Dr. Wesley Jennings and JPD be approved as a council agenda item to support the CGIC grant award (See Attached.)

**MEMORANDUM OF UNDERSTANDING BETWEEN
DR. WESLEY JENNINGS, Ph.D., & THE CITY OF JACKSON MISSISSIPPI
REGARDING PARTICIPATION IN THE DEVELOPMENT OF A CRIME
GUN INTELLIGENCE PROGRAM**

This Memorandum of Understanding is entered into between the *City of Jackson Mississippi* and Dr. Wesley Jennings, a professor in the *Criminal Justice and Legal Studies Department* at the University of Mississippi and is intended to outline the parties plans for common action in developing a Crime Gun Intelligence Center pursuant to the Bureau of Justice Assistance Fiscal Year 2022 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative.

RECITALS

Whereas, the City of Jackson was awarded a grant from the United States Bureau of Justice Assistance pursuant to the Crime Gun Intelligence Center Grant Initiative; and

Whereas the purpose of the initiative is to address firearm-related crime and forensics through the establishment of the Crime Gun Intelligence Centers (CGICs); and

Whereas, the program furthers the DOJ's mission by assisting state, local, and tribal law enforcement with enhancing their investigative and prosecutorial resources to improve their ability to hold violent gun offenders accountable and reduce violent crime; and

Whereas, a key component of the CGIC is the collaborative meeting with local, state, and federal partners to review intelligence and information on recent shootings and National Ballistics Information Network (NIBIN) leads; and

Whereas, among the deliverables to be provided by the City of Jackson at the conclusion of the grant is a collaborative working group of the CGIC integration team including representatives from ATF, local police, probation and parole, prosecuting attorneys, U.S. Attorney's office, crime laboratory, crime analysts, community groups, and academic organizations; and

Whereas, the working group must be formed using an MOU detailing partner roles and responsibilities; and

Whereas, pursuant to the terms of the grant, Dr. Wesley Jennings, Ph.D. have reached agreement on the roles and responsibilities each will have in developing the CGIC.

Now therefore, the parties consent to being governed by the following provisions of this MOU:

MOU Effective Date:

The parties agree that the MOU shall become effective upon approval by the governing authorities for the City of Jackson and execution by the Mayor of the City of Jackson and Dr. Wesley Jennings.

MOU Duration:

The parties agree that the MOU's duration will end on October 1, 2025 unless the period for performance of the grant is extended by the Bureau of Justice Assistance. If there is an extension of the period of performance, then the MOU shall remain in effect for the period of such extension.

Responsibilities of Dr. Wesley Jennings

- (1) Collect data;
- (2) Clean data;
- (3) Analyze data;
- (4) Prepare and disseminate reports associated with the work of the Crime Gun Intelligence Center;
- (5) Meet and collaborate with the Hinds County District Attorney, Alcohol Tobacco and Firearm officials, United States Attorney, City of Jackson law enforcement, and other members of the law enforcement community on the work of the Crime Gun Intelligence Center;
- (6) Prepare reports including but not limited to progress reports required by the Bureau of Justice Assistance;
- (7) Prepare final report for submission by the City of Jackson to the Bureau of Justice Assistance;
- (8) Travel for meetings when required;
- (9) Make presentations regarding the work of the CGIC;
- (10) Attend quarterly meetings with City of Jackson law enforcement officials;
- (11) Assist the City of Jackson in responding to requests for information from the Bureau of Justice Assistance.

Responsibilities of the City of Jackson

- (12) City of Jackson will meet and collaborate with Dr. Wesley Jennings and others on the work of the CGIC;
- (13) Submit reports to the Bureau of Justice Assistance when required and due concerning the work of the CGIC;
- (14) Form an executive steering committee to develop the CGIC;
- (15) Develop processes and procedures for the CGIC in collaboration with the Hinds County Sheriff's Department, U.S. Department of Justice's Bureau of Alcohol, Tobacco and Firearms, the Hinds County District Attorney's Office, and the U.S. Attorney's Office;
- (16) Collaborate with Dr. Jennings and other participants on developing a sustainable plan for continuing the CGIC;

Financial

- (17) Subject to the availability and receipt of funding from the grant, the City of Jackson will tender to Dr. Jennings a sum not exceeding \$27,500.00 *annually within the grant period* for work performed related to the CGIC. The payments will be tendered upon receipt of a monthly invoice containing dates

and a description of the services, work performed, and deliverables submitted related to the CGIC and the time expended for the services. **The total monies paid to Dr. Jennings for services shall not exceed \$82,500.00.**

(18) The City of Jackson will reimburse Dr. Jennings, the actual expenses incurred for travel, lodging, and meals related to meeting attendance. Proof of the incurring of the expenses must be furnished. If travel is by vehicle, then the City of Jackson's reimbursement will be based upon the prevailing rate of federal reimbursement for miles travelled. **The monies reimbursed to Dr. Jennings for actual travel, meal, and lodging expenses shall not exceed the sum of \$13,698.20 during the term of the MOU.**

Termination of MOU

The anticipated collaboration between the parties arising from this MOU may be terminated by either party upon the provision of thirty (30) days written notice to the other.

Notices:

Notices are to be provided and sent as follows:

City of Jackson:

Mayor Chokwe Antar Lumumba, 219 South President Street, Jackson MS 39201

Email: tmurray@city.jackson.ms.us

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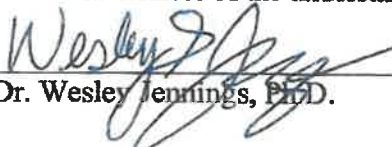
Dr. Wesley Jennings:

Gillespie Distinguished Scholar, Chair, and Professor of Criminal Justice & Legal Studies

University of Mississippi 84 Dormitory Row West, H313, University, MS 38677-1848

Email: doctor wgi@gmail.com

In witness of the understanding reached, the parties affix their signature as follows:

 08-23-23
Dr. Wesley Jennings, Ph.D.

Chokwe Antar Lumumba, Mayor

Date of Mayor's signature and effective date: _____

WHEREAS, Co-Bond Counsel are willing to perform work related to the Project, to include the following scope of engagement: to assist the City in reviewing the terms and conditions of the Bonds contemplated for the Project in the TIF Plan; and if advisable, to assist the City in issuing the Bonds for the Project; and

WHEREAS, Co-Bond Counsel will perform services for the City at a fee not to exceed 3% of the principal amount of the Bonds actually issued in connection with the Project.

IT IS, THEREFORE, ORDERED by the City Council of the City that the Mayor of the City is authorized to execute a letter of engagement, in substantially the form attached hereto as Attachment A, to retain Co-Bond Counsel, primarily to include Regina R. Quinn, Esq., and John R. May, Jr., of The May Law Firm, PLLC, and Brad C. Davis, Esq., of Watkins & Eager PLLC, as relationship partners, to provide legal services in the area of tax increment financing for the Project.

Council Member Banks moved adoption; Council Member Lindsay seconded.

President Foote recognized Brad Davis of Watkins & Eager, LLC, and John May of the May Law Firm, who provided a brief overview of said item.

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

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

There came for consideration Agenda Item No. 18:

ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE THE FY 22 UNITED STATES DEPARTMENT OF JUSTICE MICROGRANTS-COMMUNITY POLICING DEVELOPMENT (COPS) APPLICATION TO RECEIVE GRANT FUNDS FOR OFFICE RECRUITMENT AND RETENTION. Said item was pulled by the Administration.

ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE AN APPLICATION FOR THE BJA FY22 LOCAL LAW ENFORCEMENT CRIME GUN INTELLIGENCE CENTER INTEGRATION INITIATIVE COMPETITIVE GRANT APPLICATION AND EXECUTE DOCUMENTS TO ACCEPT ALL AWARDED GRANT FUNDS.

WHEREAS, the City of Jackson was granted the opportunity to apply for the Bureau of Justice Assistance FY22 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative which is administered by the Office of Justices; and

WHEREAS, the grant application for the BJA FY22 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative deadline was May 23, 2022, the City of Jackson Police Department submitted a grant application on June 6, 2022; and

WHEREAS, grant funds will be used as part of a partnership initiative between the City of Jackson Police Department and the Bureau of Alcohol, Tobacco, Firearms, and Explosive (ATF) to utilize intelligence, technology, and community engagement to swiftly identify crime guns and their sources, and effectively prosecute perpetrators; and

WHEREAS, the grant will assist the City of Jackson Police Department with enhancing their investigative and prosecutorial resources to improve their ability to hold violent gun offender accountable and reduce violent crime; and

WHEREAS, BJA FY22 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative Grant requires no matching funds from the City of Jackson; and

WHEREAS, a limited amount of funds may be used for technology and equipment such as, but not limited to, test-fire equipment, NIBIN machines, analytic software, data collection software, and gunshot detection systems and for costs to implement the NIBIN Enforcement Support System (NESS); and

WHEREAS, the term of the agreement is to begin on October 1, 2002, with a duration period of thirty-six (36) months; and

WHEREAS, the City of Jackson Police Depart is anticipating an award amount of seven hundred thousand dollars (\$700,000.00).

IT IS, HEREBY, ORDERED that the Mayor is authorized to ratify and execute an application for the Bureau of Justice Assistance FY22 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative Solicitation.

IT IS FURTHERED ORDERED that the Mayor be authorized to execute all documents necessary for the acceptance and administration of all awarded grant funds.

Council Member Stokes moved adoption; Council Member Lindsay seconded.

President Foote recognized Juan Gray, Grants Division for Jackson Police Department, who provided a brief overview of said item.

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GRANICUS TO EXPORT DATA FROM THE GOVQA SYSTEM AND AUTHORIZE PAYMENT IN THE AMOUNT OF TWO THOUSAND AND FIVE HUNDRED DOLLARS.

WHEREAS, on July 19, 2022, the Jackson City Council authorized the Mayor to cancel the Master Services Agreement with GovQA and provide a sixty (60) day written notice as stated within the GovQA Master Service Agreement; and

WHEREAS, the City of Jackson utilized GovQA to manage public records requests; and

WHEREAS, the Municipal Clerk provided a written notice of termination that included a request for the exportation of the City of Jackson’s data that is in GovQA’s possession; and

WHEREAS, the Department of Municipal Clerk recommends that the Jackson City Council authorize the Mayor to execute the Granicus Proposal for a one-time fee of \$2,500.00; and

WHEREAS, the term of the agreement will commence on the date the Proposal is signed and will continue for twelve months.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the Proposal with Granicus to export data from the GovQA system in an amount not to exceed of Two Thousand Five Hundred Dollars (\$2,500.00).

Vice President Lee moved adoption; Council Member Lindsay seconded.

**MEMORANDUM OF UNDERSTANDING BETWEEN
DR. WESLEY JENNINGS, Ph.D, & THE CITY OF JACKSON MISSISSIPPI
REGARDING PARTICIPATION IN THE DEVELOPMENT OF A CRIME
GUN INTELLIGENCE PROGRAM**

OFFICE OF THE U.S. ATTORNEY
JACKSON, MISSISSIPPI

This Memorandum of Understanding is entered into between the *City of Jackson Mississippi* and Dr. Wesley Jennings, a professor in the *Criminal Justice and Legal Studies Department* at the University of Mississippi and is intended to outline the parties plans for common action in developing a Crime Gun Intelligence Center pursuant to the Bureau of Justice Assistance Fiscal Year 2022 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative.

RECITALS

Whereas, the City of Jackson was awarded a grant from the United States Bureau of Justice Assistance pursuant to the Crime Gun Intelligence Center Grant Initiative; and

Whereas the purpose of the initiative is to address firearm-related crime and forensics through the establishment of the Crime Gun Intelligence Centers (CGIC's); and

Whereas, the program furthers the DOJ's mission by assisting state, local, and tribal law enforcement with enhancing their investigative and prosecutorial resources to improve their ability to hold violent gun offenders accountable and reduce violent crime; and

Whereas, a key component of the CGIC is the collaborative meeting with local, state, and federal partners to review intelligence and information on recent shootings and National Ballistics Information Network (NIBIN) leads; and

Whereas, among the deliverables to be provided by the City of Jackson at the conclusion of the grant is a collaborative working group – the CGIC integration team including representatives from ATF, local police, probation and parole, prosecuting attorneys, U.S. Attorney's office, crime laboratory, crime analysts, community groups, and academic organizations; and

Whereas, the working group must be formed using an MOU detailing partner roles and responsibilities; and

Whereas, pursuant to the terms of the grant, Dr. Wesley Jennings, Ph.D have reached agreement on the roles and responsibilities each will have in developing the CGIC.

Now therefore, the parties consent to being governed by the following provisions of this MOU:

MOU Effective Date:

The parties agree that the MOU shall become effective upon approval by the governing authorities for the City of Jackson and execution by the Mayor of the City of Jackson and Dr. Wesley Jennings.

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Responsibilities of Dr. Wesley Jennings

- (1) Collect data;
- (2) Clean data;
- (3) Analyze data;
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- (5) Meet and collaborate with the Hinds County District Attorney, Alcohol Tobacco and Firearm officials, United States Attorney, City of Jackson law enforcement, and other members of the law enforcement community on the work of the Crime Gun Intelligence Center;
- (6) Prepare reports including but not limited to progress reports required by the Bureau of Justice Assistance;
- (7) Prepare final report for submission by the City of Jackson to the Bureau of Justice Assistance;
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- (9) Make presentations regarding the work of the CGIC;
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- (11) Assist the City of Jackson in responding to requests for information from the Bureau of Justice Assistance.

Responsibilities of the City of Jackson

- (12) City of Jackson will meet and collaborate with Dr. Wesley Jennings and others on the work of the CGIC;
- (13) Submit reports to the Bureau of Justice Assistance when required and due concerning the work of the CGIC;
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Financial

- (17) Subject to the availability and receipt of funding from the grant, the City of Jackson will tender to Dr. Jennings a sum not exceeding \$27,500.00 *annually within the grant period* for work performed related to the CGIC. The payments will be tendered upon receipt of a monthly invoice containing

OFFICE OF THE DISTRICT ATTORNEY
HINDS COUNTY, MISSISSIPPI
Wesley Jennings

dates and a description of the services, work performed, and deliverables submitted related to the CGIC and the time expended for the services. **The total monies paid to Dr. Jennings for services shall not exceed \$82,500.00**

(18) The City of Jackson will reimburse Dr. Jennings, the actual expenses incurred for travel, lodging, and meals related to meeting attendance. Proof of the incurring of the expenses must be furnished. If travel is by vehicle, then the City of Jackson's reimbursement will be based upon the prevailing rate of federal reimbursement for miles travelled. **The monies reimbursed Dr. Jennings for actual travel, meal, and lodging expenses shall not exceed the sum of \$13,698.20 during the term of the MOU.**

Termination of MOU

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Notices:

Notices are to be provided and sent as follows:

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Email: tmurray@city.jackson.ms.us

Joseph Wade, Jackson Police Department, 327 East Pascagoula Street, Jackson MS 39205

Email: gcoleman@city.jackson.ms.us

Dr. Wesley Jennings:

Gillespie distinguished Scholar, Chair, and Professor of Criminal Justice & Legal Studies

University of Mississippi 84 Dormitory Row West, H 313, University, MS 38677-1848

Email: doctor wgj@gmail.com.

In witness of the understanding reached, the parties affix their signature as follows:

Dr. Wesley Jennings, Ph.D

Chokwe Antar Lumumba, Mayor

Date of Mayor's signature and effective date: _____

STATE OF MISSISSIPPI
ATTORNEY
Wesley Jennings



JACKSON
CRIME GUN INTELLIGENCE CENTER (CGIC)

INTERRUPTING THE VIOLENCE IN OUR COMMUNITIES

STRATEGIC ACTION PLAN

TARGETED PROBLEM

Jackson is the most populous city in the State of Mississippi. The city is in Hinds County and is in the central section of the state spanning three Interstates I-20, I-220 and I-55. Jackson's population is 160,628 per the July 2020 population estimate from the United States Census Bureau and ranks as the 49th largest city in the United States. The Jackson Metropolitan Statistical Area (MSA) has a population of 250,000 according to the United States Census Bureau's most recently estimate for 2020. Jackson is the 183rd largest United States metropolitan area. Mississippi is ranked 35th in the nation for K-12 achievement in 2021, with a median income of \$24,519 and median household income \$45,792 which is the lowest in the country. The state's current poverty rate is 19.6% the highest of any state and Mississippi is the poorest U.S. State in the country. In 2021 Jackson was ranked number 1 in the U.S. with the highest rate of killings per capita in the nation. Chief Joseph Wade is determined to combat violent gun crimes and bring change to communities and the city of Jackson for the citizens of Jackson.

The Jackson Police Department (JPD) was formed in 1800 and is the largest municipal police department in Mississippi. JPD's operational authority is 113 square miles. JPD is currently budgeted for 304 commissioned officers. It is the goal of the Police Department to provide adequate public safety services while ensuring officers are properly equipped to keep up with the ever-increasing demands of their jobs.

According to Mississippi Vital Records, in 2019, the third leading cause of death for Mississippians children between the ages of one through eighteen was homicide with 74% of those occurring by a firearm. Children ages 0-19 are killed by guns at a rate almost 60 percent higher than the national average and are murdered by guns at almost 40 percent above the national average.

The Center for Disease Control and Prevention, "Fatal Injury Data" – Jackson Mississippi is number 1, and Jackson is the worst city for gun deaths, and it has 14.6-gun deaths for every 100,000 people in the state in 2010 which is 40% higher than the national average of 10.3-gun deaths for every 100,000 people.

Jackson's homicide rates have continued to increase over the past seven years. Figures 1, 2 and 3 show most homicides were committed in Jackson by a firearm.

Figure 1 - JPD Real Time Crime Center. Data obtained from UCR

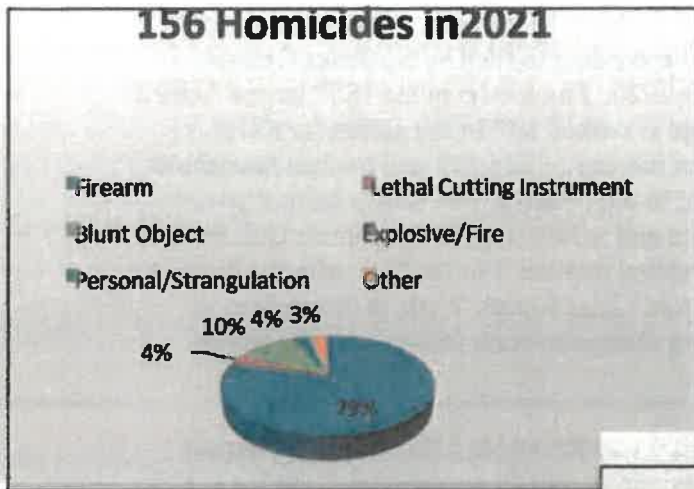
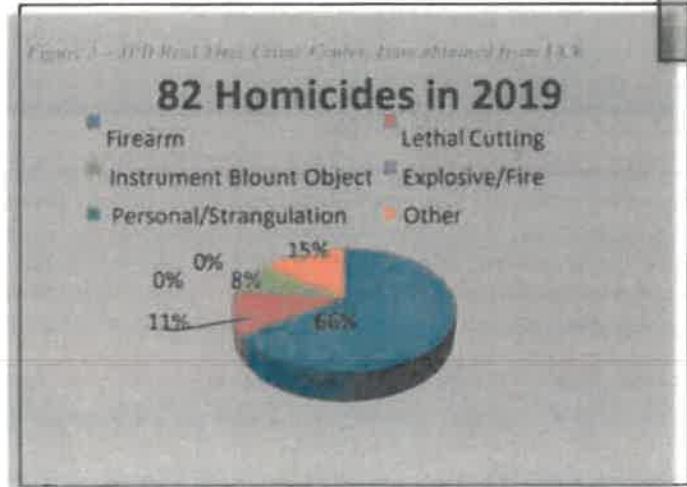


Figure 2- JPD Real Time Crime Center. Data obtained from UCR



II. Approach

The goal of the Jackson Police Department (JPD) CGIC is to reduce gun violence through interagency collaboration that focuses on timely collection, management, and analysis of evidence. To accomplish this, JPD CGIC will utilize the National Information Ballistic Information Network (NIBIN), eTrace, the new Gun Crime/Narcotic Unit and external & internal department data sources. JPD CGIC will provide information to both the investigative side of JPD and the support services side of JPD to impact gun crimes. JPD CGIC will focus on utilizing this methodology to identify the most prolific offenders allowing investigative units the ability to disrupt patterns of crime and reduce future gun violence. JPD's CGIC methodology will also provide information to support services division, allowing them to provide potential pre-gun crime interventions. These goals are accomplished through the identification, arrest and prosecution of armed offenders in a timely manner.

- A. Describe the basic foundation of your CGIC which included at minimum, the initial requirements for eligibility for funding:
 - i. Pre-existing National Integrated Ballistic Integration Network (NIBIN) lab that would support timely entry of all evidence casings and Crime Gun test fire casings, correlations, lead generation, and lead notification.
 - ii. Access to Forensics Firearms Examiners who can confirm NIBIN leads in a timely manner.
 - iii. Local ATF offices(s) located in the applicant's jurisdiction.
 - iv. At least one (1) full-time Task Force Officer currently assigned to the local ATF office.
 - v. Established academic research partner, data analysis unit, planning & research unit or some other analytical capabilities that evaluate CGIC processes, outcomes and crime reduction effectiveness.
 - vi. Active and existing ATF E-Trace account(s) by which their jurisdiction traces recovered crime guns.
 - vii. Established process in which Crime Guns are traced.
 - viii. Have a commitment from the appropriate district attorney's office (or office responsible for prosecuting criminal cases in the proposed CGIC area) and the appropriate U.S. Attorney to strategically prosecute and intake cases as a result of the CGIC program.
- b. Evidence-based and innovative strategies.

c. At least one (1) full-time Assistant District Attorney currently assigned to JPD Head Quarters.

i. Comprehensive collection

1. Implementation of a tiered response to locating cartridges

- a. Tier 1 | Most prolific and high impact offenders with accessible actionable information.
- b. Tier 2 | Potentially high impact offenders, however accessible actionable information is unobtainable or limited at the time of identification.
- c. Tier 3 | No current accessible or actionable information exists.
- d. All Tiers will be retained due to potential future connections.

2. Use of internal department resources to include Officers and Crime Scene Specialist (CSS)

- a. Officers are the initial immediate dispatch resource coordinated through our Emergency Communications Center (ECC-911).
- b. CSS are a secondary dispatched resource to conduct additional canvassing.
 - i. Re-dispatching is based on no evidence located by initial officers or low-light conditions:
 - 1. High profile events will also qualify on an as determined basis by the CGIC chain of command.
 - ii. Follow-up canvassing utilizing additional other internal and external department resources
 - iii. JPD EOD K9
 - iv. JPD K9

ii. NIBIN Entry and Correlation

1. NIBIN entry is currently staffed by one individual

- a. Job Descriptions and postings are in place to move to a having two full time individuals conducting NIBIN entry
- b. Currently JPD is within the 48hr entry parameter only missing the mark during either weekend collections or due to staffing
 - i. Staffing needs are being addressed by the opening of the second position
 - ii. Until a second staff person can be hired, The Gun Crime & Narcotics Unit will enter eTrace and NIBIN entries.

2. Correlation of all information will be controlled through the CGIC Captains/Lieutenant in the Major Crimes Division and supported by the CGIC Grants Unit and Analysis.
3. CGIC staffing will be supplemented by incorporating additional JPD specialized units, JPD ATF TFOs, GCN, and RTCC support staff
 - a. The current staffing and department structure support CGIC to be a central point of information, correlation, distribution, and follow-up, but not investigative.
 - b. JPD's specialized units are well established and able to support the investigative role of CGIC while the program grows. CGIC will support the specialized units with training and education, while also supporting case requests.
 - c. JPD ATF TFOs GCN will support CGIC directly by targeting Tier One offenders with proactive investigations.

iii. CGIC Analysis

1. JPD CGIC will conduct an initial tiered analysis internally using the assigned CGIC analyst and assigned CGIC command staff.
2. JPD CGIC will coordinate their initial analysis with the Real Time Crime Center (RTCC) to conduct a deeper dive:
 - a. JPD's RTCC has been the center of support analysis for past three (3) years and modifying or replacing their function would disrupt efficiency.
3. JPD RTCC will coordinate their analysis back to JPD CGIC (Major Crimes) for final distribution:
 - a. This will allow for control of lead flow and create a pathway of centralized feedback accountability.
4. Standardized data forms are being established for both JPD CGIC development and RTCC development with the final product being a single packet distributed by JPD CGIC to the designed responsible investigators.
5. JPD CGIC will coordinate all e-traces.

iv. NIBIN Hit / Lead Assignment

1. JPD CGIC will coordinate with the RTCC for an analytical package that JPD CGIC will control the distribution.
2. JPD CGIC will identify highest level of crime associated or most appropriate unit to designate assignment and track:
 - a. JPD ATF TFO GCN will be utilized to support the directed investigations of the most prolific identified offenders ensuring investigation pathways.

3. JPD CGIC will utilize the current Gun Violence Information Sharing meeting to host current lead sharing briefs:
 - a. JPD CGIC will continue to attend the established ATF CGIC meeting.
 - b. JPD CGIC intends to transition all meeting responsibilities to JPD.
 - v. Law Enforcement Prosecution and Offender Arrest
 1. JPD has conducted educational training with the District Attorney's office and continued to include them in the development process of the CGIC.
 2. The District Attorney has assigned a full-time Assistant District Attorney to the JPD head-quarters to support JPD CGIC process for prosecution and offender arrest.
 3. JPD CGIC will coordinate with JPD Violence Intervention Program (VIP) to identify victim, witness, and associates for support resources.
 - vi. Feedback to CGIC process Participants
 1. JPD has established relations with various prosecutors including state, local, and federal:
 - a. Weekly meetings are established with various external and internal JPD units and prosecutors establish a method for JPD CGIC to integrate as cases develop.
 - vii. Formal Feedback
 1. JPD CGIC has established a feedback form including mandated reporting.
 2. JPD is exploring options to recognize success stories with various accolades.
 3. conflicting resource centers.
- d. Expected Results
- i. Utilizing JPD CGIC as the initial control point of lead and lead packet dissemination allows for a central point of control and feedback. This method will eliminate investigators from having to seek multiple pathways to gain understanding or develop support for their cases. JPD's internal structure has established practices of information distribution with the Real Time Crime Center. Incorporating them into the CGIC process allows for both continued established department structure and efficient returns of accurate information. Utilizing this pathway of information flow will allow JPD CGIC to provide a continued investigative support role to further establish the value of a NIBIN lead. This method will both establish the NIBIN lead value while further

growing the program as a whole within JPD. Utilizing JPD's established meetings with various prosecution entities as a means to integrate CGIC will also prove to be efficient based on using established pathways rather than developing new pathways. Additionally, this method will immediately display how the NIBIN lead is a supportive method and not an independent method.

e. Long-Term Vision

- i. The proposed method of including multiple JPD entities to both establish a NIBIN lead and to conduct follow-up investigations will distribute the program's value. Program progression will establish both the value and need to utilize this lead method as a continued tool reducing gun crime. If additional personnel and resources are not identified by grant end, the proposed method will allow sustainability as is. Additional personnel will be sought to maintain an independent program supported by program successes.

II. Impact Evaluation Plan

Role of the Research Partner

Dr. Wesley Jennings is Gillespie Distinguished Scholar, Chair, and Professor in the Department of Criminal Justice & Legal Studies at the University of Mississippi. He has over 250 publications, 15,000 citations to his published work, and has been externally recognized as one of the top criminologists in the world in terms of his publication productivity. He has extensive experience working on federally-funded projects from agencies including the National Institute of Justice, the Bureau of Justice Assistance, and the US COPS Office that involve researcher-practitioner partnerships. In addition, he is a world re-known policing scholar, and has served as the Co-Editor of the premier policing peer-reviewed journal (*Policing: An International Journal*) since 2013.

For this project, he was selected to serve as the research partner and will work alongside Mr. Juan Gray and the Jackson Police Department (JPD) on all research aspects of the project. Dr. Jennings will take the primary role in all research activities including, but not necessarily limited to, data collection, data cleaning, and data analysis, as well as taking the lead on dissemination activities (conference presentations, scholarly journal articles; websites, social media outlets, conference presentations, etc.). Also, he will take a primary role in drafting the Final Report. Finally, he will participate in monthly meetings (via phone or Zoom) with Mr. Gray and travel to JPD Headquarters for quarterly (in-person) meetings to facilitate completion of the proposed project's milestones.

Evaluation Plan

Process Evaluation

The research partner will perform a process evaluation to assess the implementation and operation of the JPD CGIC. Specifically, to collect this data, the researcher will use a combination of methods such as interviews with key stakeholders (JPD officers from the CGIC unit, JPD crime analysts, Hinds County Sheriff's Office personnel, and representatives from the U.S. Marshalls and the U.S. District Attorney's Office), document reviews (standard operating procedures, performance reports, policy documents), and observations of CGIC operations. The information gathered from these sources to inform the process evaluation will cover the following topics:

- 1). *CGIC Structure and Resources* (physical location and setup of the CGIC, budget and funding sources, staffing details)
- 2). *CGIC Operations* (description of the CGIC's operational procedures and workflows, inventory of equipment and technology used for crime gun analysis, information on partnerships and collaborations with law enforcement agencies and other stakeholders)
- 3). *Data Collection and Analysis* (sources of data used by the CGIC, data management and storage procedures, methods and tools used for data analysis)
- 4). *Intelligence Sharing and Dissemination* (protocols for sharing intelligence and information with law enforcement agencies, mechanisms for disseminating relevant intelligence and findings)
- 5). *Training and Capacity Building* (training programs provided to CGIC staff, capacity building efforts for partner agencies)
- 6). *Performance Metrics* (metrics used to measure the CGIC's performance, data on the center's achievements against performance metrics)
- 7). *Challenges and Barriers* (identification of challenges faced during the implementation and operation of the CGIC, strategies employed to overcome these challenges)
- 8). *Community Engagement* (efforts to engage with the community and build trust, community feedback and perception of the CGIC's impact)
- 9). *Policy and Legal Considerations* (compliance with relevant laws and regulations, policy documents guiding the CGIC's operations)
- 10). *Success Stories and Lessons Learned* (success stories or examples of the CGIC's positive impact, lessons learned from the process evaluation to inform future improvements)

Outcome Evaluation

The outcome analysis will proceed in a series of stages. First, data will be collected on series of variables related to the reporting of performance measures data and for case level, descriptive analysis. These variables include:

- *Number of full/part-time crime analysts*
- *Number of ballistics/crime guns recovered*
- *Number of ballistics/crime guns entered into NIBIN*

- *Number of ballistics/crime guns entered into NIBIN within 24/48 hours*
- *Number of ballistics/crime guns linked to another incident or item via NIBIN*
- *Number of crime guns traced through the ATF (eTrace)*
- *Number of crime guns traced within 24/48 hours*
- *Number of cases referred to investigative team*
- *Number of suspects identified*
- *Number of suspects arrested*
- *Number of cases cleared by arrest or exceptional means by CGIC team*
- *Time to case clearance by arrest or exceptional means by CGIC team*
- *Number of cases cleared by arrest or exceptional means by partner unit or agency*
- *Time to case clearance by arrests or exceptional means by partner unit or agency*
- *Number of cases referred to partner unit or agencies for further action*
- *Number of cases investigated but waiting for more information*
- *Number of defendants prosecuted at the state level*
- *Number of defendants prosecuted at the federal level*
- *Number of defendants convicted*
- *Case clearance rate by conviction*
- *Time to case clearance by convictions*
- *Sentence lengths of convicted defendants*

The second phase of the outcome evaluation focuses on evaluating the CGIC intervention's effectiveness involves conducting a series of bivariate pre- and post-implementation t-tests. These tests aim to identify any notable and statistically significant differences in the average monthly occurrences of police incident, JPD-defined gun crime (gun homicides, non-fatal shootings) in the 24 months pre-implementation of the CGIC and in the 24 months post-implementation of the CGIC. These straightforward pre-post design comparisons will provide a descriptive overview of the trends in gun crime frequency before and after implementing the CGIC. Furthermore, the t-test results will help ascertain whether significant variations in gun crime frequency exist between the two time periods. This analysis may reveal whether the CGIC intervention acts as a deterrent for reducing gun violence. Pre-post CGIC implementation comparisons will also be performed for Total Part I Crime, Total Part 1 Person Crime, and Total Part 1 Property Crime for comparative purposes.

The bivariate analysis may suggest the possibility of a CGIC intervention effect on gun crime, but it cannot definitively establish a causal relationship. To overcome this limitation, the final phase of the outcome analysis involves an interrupted time series experiment on gun crime data. This analytical approach has been utilized in previous studies examining the impact of policies or interventions, such as crackdowns on drunk driving and changes in firearm regulations (Loftin & McDowall, 1984; McDowall et al., 1992). According to experts like Campbell and Stanley (1966), as well as Cook and Campbell (1979) and Shadish et al. (2004), time series analysis is a highly effective quasi-experimental method to address potential alternative explanations and assess the true effects of policies or interventions. The time series CGIC intervention analysis will focus on the monthly occurrences of police incident, JPD-defined gun crime (gun homicides, non-fatal shootings) in the 24 months pre-implementation of the CGIC and in the 24 months post-implementation of the CGIC. By adopting this modeling

approach, the research partner aims to conduct a comprehensive evaluation of the impact of the CGIC intervention. To execute the proposed interrupted time-series analysis, the researcher will employ autoregressive integrated moving average (ARIMA) models (Enders, 1995) to assess the potential impact of the CGIC intervention on gun crimes.

I. Training and Technical Assistance (TTA)

The Jackson Police Department CGIC will continue to work with the BJA and the National Police Foundation to identify additional training and/or technical assistance through the end of the grant period. JPD has already attended several webinars that have been helpful to the implementation of a successful CGIC site. JPD also participates in a monthly conference call with the National Police Foundation to update progress, evaluate ongoing recommendations, discuss successes and challenges, and request additional technical assistance as required.

As JPD continues to refine processes and procedures, the National Police Foundation can be a great asset in providing guidance and feedback on best practices. In addition, the Foundation can also facilitate additional peer-to-peer discussions with other CGIC sites.

Logic Model

Provide a graphical description of the project, identifying project goal, resources, planned or anticipated activities, solution(s) to be tested, and anticipated outcomes and impacts/result(s). The model should contain the following elements (an example is provided as a separate attachment 2):

- i. Inputs: staff and resources going into the project
- ii. Outputs: activities the project will undertake, such as solutions/strategies to be tested, planned training, evaluation efforts, and SPI TTA
- iii. Outcomes/Results: changes or benefits that will result from the project.
Numerically link outputs to outcomes:
 1. Short Term (learning: awareness, knowledge, skills, motivations)
 2. Medium Term (action: behavior, practice, decisions, policies)
 3. Long Term (consequences: social, economic, environmental etc.)
- iv. Assumptions: beliefs about the program, personnel involved, the context of project plans
- v. External Factors: outside factors that interact with and influence the program action

The Logic Model presented below includes project goals, inputs (dedicated resources), outputs (activities), outcomes (results), working assumptions (understanding of the project team members), and external factors affecting or mitigating the successful obtainment of the project goals. Outputs are those activities generated by CGIC activity aimed at achieving the objectives and goals, and outcomes are the results derived from CGIC outputs.

Project Goals	Inputs	Outputs	Outcomes	Assumptions	External Factors
Reduce gun crime in Jackson, Mississippi through the identification of linked criminal shooting events, investigations and identification of repeat shooters by using NIBIN					

References

- Campbell, D.T., & Stanley, J.C. (1966). *Experimental and quasi-experimental designs for research*. Skokie, IL: Rand McNally.
- Cook, T.D., & Campbell, D.T. (1979). *Quasi-experimentation: Design and analysis issues for field settings*. Chicago, IL: Rand McNally.
- Enders, W. (1995). *Applied econometric time series*. New York: Wiley.
- Loftin, C., & McDowall, D. (1984). The deterrent effects of the Florida felony firearm law. *Journal of Criminal Law and Criminology*, 75, 250–259.
- McDowall, D., Loftin, C., & Wiersema, B. (1992). A comparative study of the preventive effects of mandatory sentencing laws for gun crimes. *Journal of Criminal Law and Criminology*, 83, 378–394.
- Shadish, W.R., Cook, T., & Campbell, D.T. (2002). *Experimental and quasi-experimental designs for generalized causal inference*. Cengage.

Funded Award Details

Solicitation Title:	BJA FY 22 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative	Solicitation Category:	N/A
Project Title:	This grant will assist the Jackson Police Department and its Major Crimes Division with the necessary resources and equipment to combat the violent crimes in the City of Jackson.	Federal Award Amount:	\$675,000.00
Project Period:	10/1/22 - 9/30/25	Funding Instrument Type:	Grant
Managing Office:	OJP	Program Office:	BJA
DOJ Grant Manager:	Elaine Smokes	UEI:	GNNPTMPBPYM8
Grant Award Administrator:	Juan Gray	TIN:	646000503
FAW Case ID:	FAW-172609		

Budget Clearance

Budget Clearance Grant Award Modification

After this Budget Clearance is submitted and reaches final approval, it will change the budget clearance on the award from "conditional" to "final."

 **Project Budget Summary**

	Year 1	Year 2	Year 3	Total
Personnel	\$27,500.00	\$27,500.00	\$27,500.00	\$82,500.00
Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$16,845.40	\$16,845.40	\$16,845.40	\$50,536.20
Equipment	\$295,185.32	\$0.00	\$0.00	\$295,185.32
Supplies	\$111,778.48	\$0.00	\$0.00	\$111,778.48
Construction	\$0.00	\$0.00	\$0.00	\$0.00
SubAwards	\$45,000.00	\$45,000.00	\$45,000.00	\$135,000.00
Procurement Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other Costs	\$0.00	\$0.00	\$0.00	\$0.00
Total Direct Costs	\$496,309.20	\$89,345.40	\$89,345.40	\$675,000.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
Total Project Costs	\$496,309.20	\$89,345.40	\$89,345.40	\$675,000.00

Total Project Cost Breakdown

	Total	Percentage
Federal Funds	\$675,000.00	100.00%
Match Amount	\$0.00	0.00%
Program Income Amount		0.00%

Please note: After completing this budget detail summary, please confirm that the following final values entered in this section are identical to those entered in the corresponding estimated cost section of the Standard Applicant Information. Specifically, the following must be equivalent. If they are not, you will not be able to submit this application until they are updated to be equivalent.

Standard Applicant Information	Equals	Budget Summary
Total Estimated Funding	=	Total Project Costs
Federal Estimated Funding (federal share)	=	Federal Funds
Applicant Estimated Funding (non-federal share)	=	Match Amount
Program Income Estimated Funding	=	Program Income Amount

Budget Detail Summary View

Budget Category

▼ Personnel

Budget Year

▼ Year 1

Name	Position	Salary	Rate	Time Worked	Percentage of Time (%)	Total Cost
1 Dr. Wes Jennings	Research & Evaluator	\$27,500.00	Y	1.00	100.00%	\$27,500.00

Personnel Total Cost
\$27,500.00

Additional Narrative

Dr. Jennings will oversee the University of Mississippi Interns for the research partner and project evaluator of the grant.

Fridge Benefits-

Dr. Wes Jennings will not be entitled for fridge benefits under this award.

▼ Year 2

	Name	Position	Salary	Rate	Time Worked	Percentage of Time (%)	Total Cost
1	Dr. Wes Jennings	Research & Evaluator	\$27,500.00	Y	1.00	100.00%	\$27,500.00

Personnel Total Cost
\$27,500.00

Additional Narrative

Dr. Jennings will oversee the University of Mississippi Interns for the research partner and project evaluator of the grant.

Fridge Benefits-

Dr. Wes Jennings will not be entitled for fridge benefits under this award.

▼ Year 3

	Name	Position	Salary	Rate	Time Worked	Percentage of Time (%)	Total Cost
1	Dr. Wes Jennings	Research & Evaluator	\$27,500.00	Y	1.00	100.00%	\$27,500.00

Personnel Total Cost
\$27,500.00

Additional Narrative

Dr. Jennings will oversee the University of Mississippi Interns for the research partner and project evaluator of the grant.

Fringe Benefits-

Dr. Wes Jennings will not be entitled for fringe benefits under this award.

▼ Fringe Benefits

Budget Year

▼ Year 1

Name	Base	Rate (%)	Total Cost
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No Items

Fringe Benefits Total Cost
\$0.00

Additional Narrative

▼ Year 2

Name	Base	Rate (%)	Total Cost
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No Items

Fringe Benefits Total Cost
\$0.00

Additional Narrative

Year 3

Travel

Equipment

Budget Year

Year 1

	Equipment Item	# of Items	Cost	Total Cost
1	SUV's w/Lights & Sirens	2.00	\$45,000.00	\$90,000.00
2	Cameras on Poles	4.00	\$14,500.00	\$58,000.00
3	Drones & Certification	2.00	\$12,500.00	\$25,000.00
4	GCMS System	1.00	\$92,385.30	\$92,385.30
5	Cellebrite UFED Series	1.00	\$16,000.00	\$16,000.00
6	Autel Maxicheck MX808	7.00	\$380.00	\$2,660.00
7	First Response Vest Carrier	42.00	\$170.00	\$7,140.00
8	Mobile Identification	6.00	\$416.67	\$2,500.02
9	All-In One Copier /Scanner	2.00	\$750.00	\$1,500.00

Equipment Total Cost

\$295,185.32

Additional Narrative

Purchasing two stand alone All-In-One Copier/Scanner will be used for each employee to scan documents to their computers for submitting reports to ATF. The cost of these Copier/scanners is \$750.00 each @ 2 = \$1,500.00. The mobile identification scanner will allow officers to identify suspects and/or criminals 6 units @ \$416.67=\$2,500.02. First Response Carrier for the officers vest will allow them to have outer carriers for duty 42 @\$170=\$7,140.00. Autel-MX808 is to Auto Thief Officers, this will assist officers in finding stolen vehicles and identifying owners of vehicles \$380@7=\$2,660.00. Cellebrite allows the officers to jail break phones of criminals or deceased individuals and will be a standard in our department as a standalone device for investigations 1@ \$16,000=\$16,000. JPD is in need of drones(2@\$12,500=\$25,000) this will allow a certified officer/polite to man the drones and find suspects or criminals in the field. Cameras are our eyes in the sky that will be were officers cannot be in a time of emergency we have identified twenty(20) locations of high crime gun areas that will have cameras man by the RTCC 4@\$14,500=\$58,000. There are 2 patrol vehicles in the grant for detectives with lights and sirens this will allow the department to have additional manpower on call 24/7 2@\$45,000=\$90,000. GCMS System to process drugs 1@\$92, 385.30=\$92,385.30.

Year 2

Equipment Item	# of Items	Cost	Total Cost
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No Items

Equipment Total Cost
\$0.00

Additional Narrative

▼ Year 3

Equipment Item	# of Items	Cost	Total Cost
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No items

Equipment Total Cost
\$0.00

Additional Narrative

▼ Supplies

Budget Year

▼ Year 1

	Purpose of Supply Items	# of Items	Unit Cost	Total Cost
1	Printing, Publications	1.00	\$4,723.16	\$4,723.16
2	Rugged Carrying Cases	35.00	\$58.62	\$2,051.70
3	Microsoft Keyboard Equip	35.00	\$211.06	\$7,387.10
4	Office PRO 2021 WIN	35.00	\$384.62	\$13,461.70
5	LapTops Detectives	35.00	\$2,220.71	\$77,724.85
6	Office Supplies	1.00	\$6,429.97	\$6,429.97

Supplies Total Cost
\$111,778.48

Additional Narrative

The Major Crimes Division has not been updated with equipment in 20 years detectives cannot complete there jobs because they lack the technology and/or equipment to perform their jobs. Also, in order to have remote access to victims and family subscriptions to social distancing software will be needed. Zoom and Team software will be ideal for the Major Crimes employees to remain in contact with victims and their families during this crisis. However, this will give the Officers equipment to communicate with the Real Time Command Center(RTCC) in Real Time. Office Supplies will be purchases pens, paper,copy paper and etc \$6,429.97, LapTops for Detectives 35@\$2,220.71=\$77,724.85 and software 35@\$384.62=\$13,461.70, Carrying cases 35@\$58.62=\$2,051.70, Keyboard Equipment 35@\$211.06=\$7,387.10, Printing/Publications=\$4,723.16.

The operation of the COJ-CGIC Program will be used to inform the community by printing of publications such as pamphlets, business cards or the purchase of books and CDs for the direct services that we provide to help community relations and victims of crimes.

▼ **Year 2**

Purpose of Supply Items	# of Items	Unit Cost	Total Cost
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No Items

Supplies Total Cost
\$0.00

Additional Narrative

▼ **Year 3**

Purpose of Supply Items	# of Items	Unit Cost	Total Cost
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No Items

Supplies Total Cost
\$0.00

Additional Narrative

▼ **Construction**

Budget Year

Year 1

Year 2

Year 3

SubAwards

Budget Year

Year 1

Item	Description	Country	State/U.S. Territory	City	Total Cost
1 Cases for Court	DA's Office	United States	Mississippi	Jackson	\$45,000.00

Subawards Total Cost
\$45,000.00

Additional Narrative

The Hinds County District Attorney will provide an Analyst that will support the prosecution of cases arising from the COJ CGIC. This position will require background experience handling gun and gun violence cases. The Hinds County District Attorney's Office will collaborate with the United States Attorney's Office to integrate prosecutions and to ensure the overall effectiveness of COJ CGIC, including data and information sharing strategies among the partners. This partnership will ensure that the investigations are given the highest priority. The DA's Office of Hinds County will receive 20% of grant award.

Year 2

Item	Description	Country	State/U.S. Territory	City	Total Cost
1 Cases for Court	DA's Office	United States	Mississippi	Jackson	\$45,000.00

Subawards Total Cost
\$45,000.00

Additional Narrative

The Hinds County District Attorney will provide an Assistant District Attorney that will support the prosecution of cases arising from the COJ CGIC. This position will require background experience handling gun and gun violence cases. The Hinds County District Attorney's Office will collaborate with the United States Attorney's Office to integrate prosecutions and to ensure the overall effectiveness of COJ CGIC, including data and information sharing strategies among the partners. This partnership will ensure that the

investigations are given the highest priority. The DA's Office of Hinds County will receive 20% of grant award.

▼ Year 3

Item	Description	Country	State/U.S. Territory	City	Total Cost
1 Cases for Court	DA's Office	United States	Mississippi	Jackson	\$45,000.00

Subawards Total Cost
\$45,000.00

Additional Narrative

The Hinds County District Attorney will provide an Assistant District Attorney that will support the prosecution of cases arising from the COJ CGIC. This position will require background experience handling gun and gun violence cases. The Hinds County District Attorney's Office will collaborate with the United States Attorney's Office to integrate prosecutions and to ensure the overall effectiveness of COJ CGIC, including data and information sharing strategies among the partners. This partnership will ensure that the investigations are given the highest priority. The DA's Office of Hinds County will receive 20% of grant award.

▼ Procurement Contracts

Budget Year

Year 1

Year 2

Year 3

▼ Other Costs

Budget Year

Year 1

Year 2

Year 3

▼ Indirect Costs

Budget Year

Year 1

Year 2

Year 3

Budget/Financial Documentation

13

OFFICE OF THE CLERK
Cristin Powell
10/16/2023

ORDER REQUESTING APPROVAL AND RATIFICATION OF SERVICES AND PAYMENTS TO SEVERAL VENDORS WHO ARE ASSISTING WITH VARIOUS FAMILY ORIENTED EVENTS AND ACTIVITIES AT THE ANNUAL HARVEST FESTIVITIES ON MONDAY, OCTOBER 30, AND TUESDAY, OCTOBER 31, 2023

WHEREAS, the City of Jackson Parks and Recreation Department annually hosts Harvest Festivities; and

WHEREAS, Boo at the Zoo is a family-oriented event that will be hosted at the Jackson Zoo on *Monday, October 30, 2023*, from 4:00 pm to 7:00 pm; and

WHEREAS, the Harvest Carnival is a family-oriented event that is hosted at the VA Legion Softball Complex at 4500 Officer Thomas Catchings, Sr., Drive; and

WHEREAS, the Harvest Carnival will be held on *Tuesday, October 31, 2023*, from 4:00 pm to 7:00 pm; and

WHEREAS, **Phoenix Media Group, LLC.**, will provide unlimited air live reads and 50 radio ads starting September 28, 2023, through October 31, 2023, as well as DJ services with On-Air Talent for the Harvest Carnival from 4:00 pm to 7:00 pm, totaling \$600.00; and

WHEREAS, **Phoenix Media Group**, is a Limited Liability Company created in the State of Mississippi on October 09, 2017; and

WHEREAS, **Alpha Media, LLC.**, will provide 25 Spots of radio advertisement for the Harvest Carnival on WJMI starting October 25, 2023, through October 31, 2023, totaling \$500.00; and

WHEREAS, **Alpha Media**, is a Limited Liability Company created in the State of Mississippi on April 17, 2013, and is currently in Good Standing; and

WHEREAS, **PartyTyme Event Service, Inc.**, will provide a trackless train ride and a rock wall attraction, both with attendants, for the Harvest Carnival, totaling \$1,350.00; and

WHEREAS, **PartyTyme Event Service**, is a for-profit corporation in Good Standing with the State of Mississippi, created on May 14, 2003; and

WHEREAS, **SuStaLoons, LLC**, will provide 3-hours of balloon twisting services for festival attendees at the Harvest Carnival, totaling \$495.00; and

WHEREAS, **SuStaLoons**, is a Limited Liability Company in Good Standing with the State of Mississippi, created on October 11, 2023; and

WHEREAS, **Xtreme Jumpers, LLC**, will provide two (2) space jumps for Harvest Carnival attendees, totaling \$270.00; and

13
Agenda Item #
October 24, 2023
Hutton, Lumumba

WHEREAS, Blount Photography, LLC, will provide 3-hours of photography services to Harvest Carnival attendees, totaling \$725.00; and

WHEREAS, Blount Photography, is a Limited Liability Company in Good Standing with the State of Mississippi, created on June 26, 2018; and

WHEREAS, SnapHappy FacePainting will provide 3-hours of face-painting services to Harvest Carnival attendees, totaling \$450.00; and

WHEREAS, SnapHappy FacePainting is a Sole Proprietorship, whose business is operated by Tawny E. Johnson, there is no legal distinction between the owner and the business entity; and

WHEREAS, Walter “DJ Lil Walt” Hurst D/B/A InDaZone Entertainment, LLC. will provide a 360 photobooth rental for Boo at the Zoo attendees, totaling \$450.00; and

WHEREAS, Walter “DJ Lil Walt” Hurst D/B/A InDaZone Entertainment, is a Limited Liability Company in Good Standing with the State of Mississippi, created on May 19, 2021; and

WHEREAS, L.C. MILLER will provide train conductor services for Boo at the Zoo attendees, totaling \$150.00; and

WHEREAS, L.C. MILLER operates as a Sole Proprietorship and there is no legal distinction between the owner and the business entity; and

WHEREAS, Phoenix Media Group, LLC, will provide DJ services for Boo at the Zoo, totaling \$400.00; and

WHEREAS, Phoenix Media Group, is a Limited Liability Company created in the State of Mississippi on October 09, 2017; thus

IT IS THEREFORE ORDERED, that a payment in the amount of \$600.00 be made to **Phoenix Media Group, LLC.** from account no. 005-501.25-6419 for providing radio advertisements and DJ services for the Harvest Carnival; and

IT IS FURTHER ORDERED, that a payment in the amount of \$500.00 be made to **Alpha Media** from account no. 005-501.25-6419 for providing radio advertisements for the Harvest Carnival; and

IT IS FURTHER ORDERED, that a payment in the amount of \$1,350.00 be made to **PartyTyme Event Service** from account no. 005-501.25-6419 for providing a trackless train ride and rock wall attraction, both with attendants, for the Harvest Carnival; and

IT IS FURTHER ORDERED, that a payment in the amount of \$1,350.00 be made to **PartyTyme Event Service** from account no. 005-501.25-6419 for providing a trackless train ride and rock wall attraction, both with attendants, for the Harvest Carnival; and

IT IS FURTHER ORDERED, that a payment in the amount of \$495.00 be made to **SuStaLoons** from account no. 005-501.25-6419 for providing 3-hours of balloon twisting services for the Harvest Carnival; and

IT IS FURTHER ORDERED, that a payment in the amount of \$270.00 be made to **Xtreme Jumpers** from account no. 005-501.25-6419 for providing two (2) space jumps for the Harvest Carnival; and

IT IS FURTHER ORDERED, that a payment in the amount of \$725.00 be made to **Blount Photography** from account no. 005-501.25-6419 for providing 3-hours of photography services for the Harvest Carnival; and

IT IS FURTHER ORDERED, that a payment in the amount of \$450.00 be made to **Tawny E. Johnson D.B.A SnapHappy FacePainting** from account no. 005-501.25-6419 for providing 3-hours of face painting services for the Harvest Carnival; and

IT IS FURTHER ORDERED, that a payment in the amount of \$450.00 be made to **Walter Hurst** from account no. 390-498.00-6419 for providing a 360-photo booth for Boo at the Zoo; and

IT IS FURTHER ORDERED, that a payment in the amount of \$150.00 be made to **L.C. Miller** from account no. 390-498.00-6419 for providing train conductor services for Boo at the Zoo; and

IT IS FURTHER ORDERED, that a payment in the amount of \$400.00 be made to **Phoenix Media Group** from account no. 390-498.00-6419 for providing DJ services for Boo at the Zoo.

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: Mayor Chokwe Lumumba

From: Stephen Hutton, Interim Director

CC: Abram Muhammad, Deputy Director
Department of Parks & Recreation

Date: October 11, 2023

Re: **Other Professional Service (Harvest Carnival) – Agenda Item**

Order requesting approval of acceptance, future services, and ratifications from vendors to host the annual Harvest Carnival on Tuesday, October 31, 2023 at the VA Legion Softball Complex and to receive professional services from Phoenix Media Group, LLC., Alpha Media, LLC., Partytyme Event Service, Inc., SuStaLoons, LLC., Xtreme Jumpers, LLC. Blount Photography, LLC. and SnapHappy FacePainting vendors who will provide recreational services to the youth and family attendees.

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.

SH/sa

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 10/11/2023

P O I N T S		C O M M E N T S		
1.	Brief Description/Purpose	Order requesting approval of acceptance, future services, and ratifications from vendors to host the annual Harvest Carnival on Tuesday, October 31, 2023 at the VA Legion Softball Complex and to receive professional services from Phoenix Media Group, LLC., Alpha Media, LLC., Partytyme Event Service, Inc., SuStaLoons, LLC., Xtreme Jumpers, LLC. Blount Photography, LLC. and SnapHappy FacePainting vendors who will provide recreational services to the youth and family attendees.		
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Youth & Education 2. Crime Prevention 5. Economic Development 7. Quality of Life		
3.	Who will be affected	Youth and Citizens of Jackson & Parks and Recreation Department		
4.	Benefits	Providing safe, fun, family-oriented festivities for the Citizens of Jackson		
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 <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	The Parks and Recreation Department		
8.	COST	Phoenix Media Group, LLC. \$600.00 / Alpha Media, LLC., \$500.00 / Partytyme Event Service, Inc. \$1,350.00 SuStaLoons, LLC., \$495.00 / Xtreme Jumpers, LLC. \$270.00 Blount Photography, LLC. \$725.00 / SnapHappy FacePainting \$450.00 / DJ Walt 450.00 / LC Miller 150.00 / Phoenix Media 400.00		
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	FY2024 Account No. 005-501.25-6419 - \$4,390.00 FY2024 Account NO. 390-498.00 – 6419 \$1,000.00		
10.	EBO participation	ABE _____ % WAIVER ___ Yes ___ No _____ N/A <u>X</u> AABE _____ % WAIVER ___ Yes ___ No _____ N/A <u>X</u> WBE _____ % WAIVER ___ Yes ___ No _____ N/A <u>X</u> HBE _____ % WAIVER ___ Yes ___ No _____ N/A <u>X</u> NABE _____ % WAIVER ___ Yes ___ No _____ N/A <u>X</u>		


Office of the City Attorney

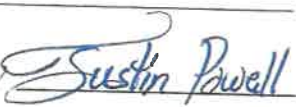
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
Justin Powell
10/19/23

OFFICE OF THE CITY ATTORNEY

This **ORDER REQUESTING APPROVAL AND RATIFICATION OF SERVICES AND PAYMENTS TO SEVERAL VENDORS WHO ARE ASSISTING WITH VARIOUS FAMILY ORIENTED EVENTS AND ACTIVITIES AT THE ANNUAL HARVEST FESTIVITIES ON MONDAY, OCTOBER 30, AND TUESDAY, OCTOBER 31, 2023** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney
Justin Powell, Deputy City Attorney 

10/19/23

Date

14

ORDER AUTHORIZING THE MAYOR TO EXECUTE GRANT AGREEMENTS WITH SMALL BUSINESS ENTERPRISES TO PROVIDE REIMBURSEMENTS FOR ELIGIBLE EXPENSES FROM COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) FUNDING FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), TOTALING \$142,700.04 FOR ECONOMIC DEVELOPMENT ACTIVITIES IN THE JACKSON METROPOLITAN STATISTICAL AREA (MSA).

OFFICE OF THE CITY CLERK
10/24/23

WHEREAS, the City of Jackson receives federal funds, on an annual basis, from the U.S. Department of Housing and Urban Development for several federal programs to benefit principally low and moderate-income individuals and families for the purposes of providing a suitable living environment, decent housing, and expanded economic opportunities; and

WHEREAS, the Community Development Block Grant (CDBG), Public Law 116-94, was enacted on December 20, 2019, providing assistance for low and moderate-income persons and special needs populations across the country; and

WHEREAS, the U. S. Department of Housing and Urban Development allocated CDBG funding for housing, community, and economic development activities; and

WHEREAS, on February 18, 2020, the Office of Housing and Community Development was notified of CDBG funding in the amount of one million eight hundred seventy-one thousand nine hundred eighty-two dollars (\$1,871,982.00); and

WHEREAS, the Coronavirus Aid Relief and Economic Security Act (“CARES Act”) (Public Law 116-136) was enacted on March 27, 2020 in response to the Coronavirus (COVID-19) Pandemic; and

WHEREAS, the U.S. Department of Housing and Urban Development allocated supplemental funding to the City of Jackson to be used to prevent, prepare for, and respond to COVID-19; and

WHEREAS, on April 2, 2020, the Office of Housing and Community Development was notified of supplemental funding in the amount of one million one hundred one thousand two hundred twenty-five dollars (\$1,101,225.00) and on September 11, 2020 was awarded supplemental funding in the amount of one million four hundred sixty-seven thousand two hundred eighty-three dollars (\$1,467,283.00); and

WHEREAS, on January 3, 2023, the Mayor was authorized to use CDBG-CV CARES ACT funds to provide reimbursement grants to small business enterprises in the City of Jackson, expending CARES ACT funds in an amount not to exceed six hundred thousand dollars (\$600,000); and

WHEREAS, the Department of Planning and Development, through its Office of Housing and Community Development Division (OHCD) and Office of Economic Development (OED), received and rated online applications from small businesses and recommend that the following business be approved for reimbursement grants in the following amounts:

BUSINESS	AMOUNT TO BE AWARDED
Creative Imagination	\$11,630.92
Queen Tingz and Thingz	\$20,839.84
Mississippi Affordable Properties	\$30,000.00
Goddess Lengths	\$2,643.89
Enve	\$11,160.00
Goodwin Enterprise Group Inc.	\$25,000.00
Checkerboard Plaza LLC	\$2,200.00
Fondren Nightingales	\$9,225.39
Stamps Hamburgers	\$30,000.00
Total Amount	\$142,700.04

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute grant agreements to expend CDBG-CV CARES Act funds in the amount of one hundred forty-two thousand seven hundred and four cents (\$142,700.04) to provide grants for reimbursement of eligible expenses to the above-mentioned small businesses in the City of Jackson.

CITY COUNCIL AGENDA ITEM 10-POINT DATA SHEET

August 16, 202

POINTS	COMMENTS
1.	Brief Description/Purpose
	ORDER AUTHORIZING THE MAYOR TO EXECUTE GRANT AGREEMENTS WITH SMALL BUSINESS ENTERPRISES TO PROVIDE REIMBURSEMENTS FOR ELIGIBLE EXPENSES FROM COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) FUNDING FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), TOTALING \$142,700, FOR ECONOMIC DEVELOPMENT ACTIVITIES IN THE JACKSON METROSTATISTICAL AREA (MSA).
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life
	5. Economic Development
3.	Who will be affected
	Eligible small business enterprises in the City of Jackson
4.	Benefits
	To provide CDBG-CV (CARES ACT) funding for eligible economic development activities.
5.	Schedule (beginning date)
	March 1, 2023
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable
	All Wards
7.	Action implemented by: <input checked="" type="checkbox"/> City Department <input type="checkbox"/> Consultant
	Office of Economic Development
8.	COST
	\$142,700.04
9.	Source of Funding <input type="checkbox"/> General Fund <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other
	CDBG-CV (CARES ACT) Funds
10.	EBO participation
	ABE ___% WAIVER yes ___ no ___ N/A <input checked="" type="checkbox"/> AABE ___% WAIVER yes ___ no ___ N/A <input checked="" type="checkbox"/> WBE ___% WAIVER yes ___ no ___ N/A <input checked="" type="checkbox"/> HBE ___% WAIVER yes ___ no ___ N/A <input checked="" type="checkbox"/> NABE ___% WAIVER yes ___ no ___ N/A <input checked="" type="checkbox"/>

**DEPARTMENT OF PLANNING
AND DEVELOPMENT**

MEMORANDUM

TO: Chokwe Antar Lumumba, Mayor

FROM: Chloe Dotson, Director
Department of Planning and Development

DATE: August 16, 2023

RE: **ORDER AUTHORIZING THE MAYOR TO EXECUTE GRANT AGREEMENTS WITH SMALL BUSINESS ENTERPRISES TO PROVIDE REIMBURSEMENTS FOR ELIGIBLE EXPENSES FROM COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) FUNDING FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), TOTALING \$142,700.04 FOR ECONOMIC DEVELOPMENT ACTIVITIES IN THE JACKSON METROPOLITAN STATISTICAL AREA (MSA).**

The attached agenda item authorizes the Mayor to enter into grant agreements with small business enterprises to expend Community Development Block Grant – Coronavirus (CDBG-CV) funds for reimbursement of eligible expenses for economic development activities.

cc: Yika Hoover, Deputy Director, Office of Economic Development
Reginald Jefferson, Deputy Director, Office of Housing and Community Development

Office of the City Attorney

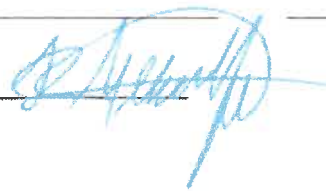
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE GRANT AGREEMENTS WITH SMALL BUSINESS ENTERPRISES TO PROVIDE REIMBURSEMENTS FOR ELIGIBLE EXPENSES FROM COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) FUNDING FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), TOTALING \$142,700.04 FOR ECONOMIC DEVELOPMENT ACTIVITIES IN THE JACKSON METROPOLITAN STATISTICAL AREA (MSA) is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney 

10/18/23

Date

WHEREAS, on December 20, 2022, the Mayor was authorized to use CDBG-CV CARES ACT funds to provide reimbursement grants to small business enterprises in the City of Jackson, expending CARES ACT funds in an amount not to exceed six hundred thousand dollars (\$600,000); and

BUSINESS	AMOUNT AWARDED	VENDOR APP Received	Duplication of Funds Cert. Form Received	1046-t Form Received	Ward	Image Release Form Received	BL No.
Creative Imagination	\$11,630.92	Y	Y	Y	6	Y	54050
Queen Tingz and Thingz	\$20,839.84	Y	Y	Y	3	Y	54520*
Mississippi Affordable Properties	\$30,000	Y	Y	Y	4	Y	58864
Goddess Lengths	\$2,643.89	Y	Y	Y	3	Y	33607
Enve	\$11,160.00	Y	Y	Y	3	Y	53728
Goodwin Enterprise Group Inc.	\$25,000	Y	Y	Y	7	Y	49719
Checkerboard Plaza LLC	\$2,200	Y	Y	Y	7	Y	53463
Fondren Nightingales	\$9,225.39	Y	Y	Y	3	Y	51402
Stamps Hamburgers	\$30,000	Y	Y	Y	5	Y	45469*
Total Amount	\$142,700.04						

WHEREAS, the Department of Planning and Development, through its Office of Housing and Community Development Division (OHCD) and Office of Economic Development (OED), online applications from small business enterprises were received, rated, and approved to receive a reimbursement grant; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute grant agreements to expend CDBG-CV CARES Act funds in the amount of one hundred forty-two thousand seven hundred and four cents (\$142,700.04) to provide grants, for reimbursement of eligible expenses, to small business enterprises in the City of Jackson.



**City of Jackson
Office of Economic Development
Special Economic Development Grant**

BUSINESS NAME: _____

APPLICANT NAME: _____

Duplication of Benefits as cited in the 2020 CARES Act, "that, notwithstanding section 105(a)(8) of the Housing and Community Development Act of 1974 (42 U.S.C. 5305(a)(8)), the Secretary shall ensure there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155)"

Duplication of Benefits occurs when a beneficiary receives assistance from multiple sources for a cumulative amount that exceeds the total need for a particular recovery purpose. The amount of duplication is the amount of assistance provided in excess of need. The Stafford Act requires a fact-specific inquiry into assistance received by each person, household, or entity.

I/We, _____, affirm, _____ (Business Name), DID NOT receive benefit from any other federal COVID 19 relief programs (i.e. Paycheck Protection Program (PPP), Economic Injury Disaster Loan (EIDL), SBA Relief Program, CARES Act unemployment benefit) for the exact SAME expenses being requested from the Small Business Resiliency & Safe Practices Grant.

I/We, _____, affirm, _____ (Business Name), DID receive benefit from any other federal COVID 19 relief programs (i.e. Paycheck Protection Program (PPP), Economic Injury Disaster Loan (EIDL), SBA Relief Program, CARES Act unemployment benefit) for the exact SAME expenses being requested from the Small Business Resiliency & Safe Practices Grant.

I/We, _____, affirm the following:

Dated this the _____ day of _____, 20____.

(Applicant Signature) (Date)

(Co-Applicant Signature) (Date)

I certify I am _____ and the owner of _____ located at _____.

I certify that I have authorized the execution and submission of this application.

Owner Name _____

APPLICANT SWORN TO AND SUBSCRIBED BEFORE ME, this _____ day of _____, 20____.

(SEAL)

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



IMAGE RELEASE FORM

I hereby grant permission to the rights of my (owner and business) image, likeness, and sound of my voice as recorded on audio or video without payment or any other consideration. I understand that my image may be edited, copied, exhibited, published, or distributed, and I waive the right to inspect or approve the finished product wherein my likeness (owner and business) appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image (owner and business) or recording. I also understand that this material may be used in diverse business and educational settings within an unrestricted geographic area.

Photographic, audio, or video recordings may be used for the following purposes:

- Commercials (radio and television)
- Conference Presentations or Videos
- Educational Presentations or Videos
- Recruitment Marketing (print and video)
- Retention materials (print and video)
- Social Media Promotion (posts and ads), across all platforms

By signing this release, I understand this permission signifies that photographic, audio, or video recordings of me (owner and business) may be electronically displayed via the Internet, radio, television, or in public and educational settings. I will be consulted about the use of the photographs or video recording for any purpose other than those listed above. There is no time limit on the validity of this release, nor is there any geographic limitation on where these materials may be distributed.

This release applies to photographic, audio, or video recordings collected as part of the City of Jackson's *Small Business Relie/Grant*. By signing this form, I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby. I hereby release any claims against any person or organization utilizing this material for promotional purposes.

Owner's Name

Name of Business

Signature of Owner

Date

Request for Transcript of Tax Return

OMB No. 1545-1872

- Do not sign this form unless all applicable lines have been completed. Request may be rejected if the form is incomplete or illegible. For more information about Form 4506-1, visit www.irs.gov/form4506-1.

Tip: Get faster service: Online at www.irs.gov, Get Your Tax Record (Get Transcript) or by calling 1-800-908-9946 for specialized assistance. We have teams available to assist. Note: Taxpayers may register to use Get Transcript to view, print, or download the following transcript types: Tax Return Transcript (shows most line items including Adjusted Gross Income (AGI)) from your original Form 1040-series tax return as filed, along with any forms and schedules); Tax Account Transcript (shows basic data such as return type, marital status, AGI, taxable income and all payment types); Record of Account Transcript (combines the tax return and tax account transcripts into one complete transcript); Wage and Income Transcript (shows data from information returns we receive such as Forms W-2, 1099, 1098 and Form 5498); and Verification of Non-Filing Letter (provides proof that the IRS has no record of a filed Form 1040-series tax return for the year you request).

1a Name shown on tax return. If a joint return, enter the name shown first.

2a If a joint return, enter spouse's name shown on tax return.

2b Second social security number or individual taxpayer identification number if joint tax return

3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)

4 Previous address shown on the last return filed if different from line 3 (see instructions)

5 Customer file number (if applicable) (see instructions)

Note: Effective July 2019, the IRS will mail tax transcript requests only to your address of record. See What's New under Future Developments on Page 2 for additional information.

6 Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request.

a Return Transcript, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the return as processed. Transcripts are only available for the following returns: Form 1040 series, and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days.

b Account Transcript, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 10 business days.

c Record of Account, which provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years. Most requests will be processed within 10 business days.

7 Verification of Nonfiling, which is proof from the IRS that you did not file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days.

8 Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript. The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2017, filed in 2017, will likely not be available from the IRS until 2018. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 10 business days.

9 Year or period requested. Enter the end date of the tax year or period requested in mm/dd/yyyy format. This may be a calendar year, fiscal year or quarter. Enter each quarter requested for quarterly returns. Example: Enter 12/31/2018 for a calendar year, fiscal year or quarter. Do not sign this form unless all applicable lines have been completed.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, at least one spouse must sign. If signed by a corporate officer, 1 percent or more shareholder, partner, managing member, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-1 on behalf of the taxpayer. Note: This form must be received by IRS within 120 days of the signature date.

Signature (see instructions) Date

Spouse's signature Date



**City of Jackson
Office of Economic Development
Special Economic Development Grant**

BUSINESS NAME: Creative Imagination APPLICANT NAME: Tiffany Kelly

DUPLICATION OF BENEFITS CERTIFICATION FORM

Duplication of Benefits as cited in the 2020 CARES Act, "that, notwithstanding section 105(a)(8) of the Housing and Community Development Act of 1974 (42 U.S.C. 5305(a)(8)), the Secretary shall ensure there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155)"

Duplication of Benefits occurs when a beneficiary receives assistance from multiple sources for a cumulative amount that exceeds the total need for a particular recovery purpose. The amount of duplication is the amount of assistance provided in excess of need. The Stafford Act requires a fact-specific inquiry into assistance received by each person, household, or entity.

I/We, Tiffany Kelly, affirm, Creative Imagination (Business Name), **DID NOT** receive benefit from any other federal COVID 19 relief programs (i.e. Paycheck Protection Program (PPP), Economic Injury Disaster Loan (EIDL), SBA Relief Program, CARES Act unemployment benefit) for the exact SAME expenses being requested from the Small Business Resiliency & Safe Practices Grant.

I/We, _____, affirm, _____ (Business Name), **DID** receive benefit from any other federal COVID 19 relief programs (i.e. Paycheck Protection Program (PPP), Economic Injury Disaster Loan (EIDL), SBA Relief Program, CARES Act unemployment benefit) for the exact SAME expenses being requested from the Small Business Resiliency & Safe Practices Grant.

I/We, Tiffany Kelly, affirm the following:

Dated this the 6 day of March, 2023

Tiffany Kelly (Applicant Signature) March 6, 2023 (Date)

(Co-Applicant Signature) _____ (Date)

I certify I am Tiffany Kelly and the owner of Creative Imagination located at 115 Maddox Rd. Jackson, Ms. 39212.

I certify that I have authorized the execution and submission of this application.

Tiffany Kelly
Owner Name

APPLICANT SWORN TO AND SUBSCRIBED BEFORE ME, this 6 day of March, 2023

(SEAL)

Sheena S. Gooden
NOTARY PUBLIC

MY COMMISSION EXPIRES:

6/6/25





**City of Jackson
Office of Economic Development
Special Economic Development Grant**

BUSINESS NAME: Queen Tingz And Thingz

APPLICANT NAME: Venita Howard

DUPLICATION OF BENEFITS CERTIFICATION FORM

Duplication of Benefits as cited in the 2020 CARES Act, that notwithstanding section 1051a(5) of the Housing and Community Development Act of 1974 (42 U.S.C. 5305a)(5)), the Secretary shall ensure there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254, 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155):

Duplication of Benefits occurs when a beneficiary receives assistance from multiple sources for a cumulative amount that exceeds the total need for a particular recovery purpose. The amount of duplication is the amount of assistance provided in excess of need. The Stafford Act requires a fact-specific inquiry into assistance received by each person, household, or entity.

I/We, Venita Howard, affirm, Queen Tingz And Thingz (Business Name), DID NOT receive benefit from any other Federal COVID-19 relief programs (i.e. Paycheck Protection Program (PPP), Economic Injury Disaster Loan (EIDL), SBA Relief Program, CARES Act unemployment benefit) for the exact SAME expenses being requested from the Small Business Resiliency & Safe Practices Grant.

I/We, n/a, affirm, n/a (Business Name), DID receive benefit from any other Federal COVID-19 relief programs (i.e. Paycheck Protection Program (PPP), Economic Injury Disaster Loan (EIDL), SBA Relief Program, CARES Act unemployment benefit) for the exact SAME expenses being requested from the Small Business Resiliency & Safe Practices Grant.

I/We, Venita Howard, affirm the following:

Dated this the 22 day of August, 2023

Venita Howard (Applicant Signature) 08/22/2023 (Date)

____ (Co-Applicant Signature) _____ (Date)

I certify I am Venita Howard and the owner of Queen Tingz And Thingz located at 315 W Woodrow Wilson Ave

I certify that I have authorized the execution and submission of this application.

Owner Name

APPLICANT SWORN TO AND SUBSCRIBED BEFORE ME, this 22 day of August, 2023

(SEAL)

Sheena S. Goo

NOTARY PUBLIC



MY COMMISSION EXPIRES: 6/6/2025



City of Jackson
Office of Economic Development
Special Economic Development Grant

BUSINESS NAME: Mississippi Affordable Properties

APPLICANT NAME: Philip Massey

DUPLICATION OF BENEFITS CERTIFICATION FORM

Duplication of Benefits as cited in the 2020 CARES Act, "that, notwithstanding section 105(a)(8) of the Housing and Community Development Act of 1974 (42 U.S.C. 5305(a)(8)), the Secretary shall ensure there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155)"

Duplication of Benefits occurs when a beneficiary receives assistance from multiple sources for a cumulative amount that exceeds the total need for a particular recovery purpose. The amount of duplication is the amount of assistance provided in excess of need. The Stafford Act requires a fact-specific inquiry into assistance received by each person, household, or entity.

I/We, Philip Massey, affirm, Mississippi Affordable Properties (Business Name), DID NOT receive benefit from any other federal COVID 19 relief programs (i.e. Paycheck Protection Program (PPP), Economic Injury Disaster Loan (EIDL), SBA Relief Program, CARES Act unemployment benefit) for the exact SAME expenses being requested from the Small Business Resiliency & Safe Practices Grant.

I/We, affirm, (Business Name), DID receive benefit from any other federal COVID 19 relief programs (i.e. Paycheck Protection Program (PPP), Economic Injury Disaster Loan (EIDL), SBA Relief Program, CARES Act unemployment benefit) for the exact SAME expenses being requested from the Small Business Resiliency & Safe Practices Grant.

I/We, Philip Massey, affirm the following:

Dated this the 9th day of May, 2023.

Handwritten signature and date 5/9/23 for Applicant Signature and Date. (Co-Applicant Signature) and (Date) are blank.

I certify I am Philip Massey and the owner of Mississippi Affordable Properties located at 5345 Highway 18 W, Jackson, MS 39209.

I certify that I have authorized the execution and submission of this application.

Philip Massey
Owner Name

APPLICANT SWORN TO AND SUBSCRIBED BEFORE ME, this 9th day of May, 2023.

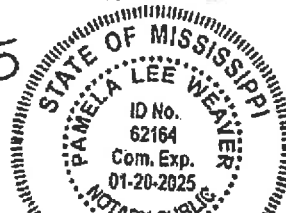
(SEAL)

Handwritten signature of Pamela Lee Weaver

NOTARY PUBLIC

MY COMMISSION EXPIRES:

01/20/2025





**City of Jackson
Office of Economic Development
Special Economic Development Grant**

BUSINESS NAME: Godness of Great Lengths APPLICANT NAME: Latrice Royce

DUPLICATION OF BENEFITS CERTIFICATION FORM

Duplication of Benefits as cited in the 2020 CARES Act, "that, notwithstanding section 105(a)(8) of the Housing and Community Development Act of 1974 (42 U.S.C. 5305(a)(8)), the Secretary shall ensure there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254: 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155)"

Duplication of Benefits occurs when a beneficiary receives assistance from multiple sources for a cumulative amount that exceeds the total need for a particular recovery purpose. The amount of duplication is the amount of assistance provided in excess of need. The Stafford Act requires a fact-specific inquiry into assistance received by each person, household, or entity.

I/We, Latrice Royce, affirm, Godness of Great Lengths (Business Name), DID NOT receive benefit from any other federal COVID 19 relief programs (i.e. Paycheck Protection Program (PPP), Economic Injury Disaster Loan (EIDL), SBA Relief Program, CARES Act unemployment benefit) for the exact SAME expenses being requested from the Small Business Resiliency & Safe Practices Grant.

I/We, _____, affirm, _____ (Business Name), DID receive benefit from any other federal COVID 19 relief programs (i.e. Paycheck Protection Program (PPP), Economic Injury Disaster Loan (EIDL), SBA Relief Program, CARES Act unemployment benefit) for the exact SAME expenses being requested from the Small Business Resiliency & Safe Practices Grant.

I/We, Latrice Royce, affirm the following:

Dated this the 10 day of March, 2023.

Latrice Royce (Applicant Signature) 3/10/23 (Date)

_____ (Co-Applicant Signature) _____ (Date)

I certify I am Latrice Royce and the owner of Godness of Great Lengths located at _____

I certify that I have authorized the execution and submission of this application.

Latrice Royce
Owner Name

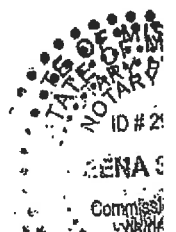
APPLICANT SWORN TO AND SUBSCRIBED BEFORE ME, this 10 day of March, 2023

(SEAL)

Sheena D. Goode

NOTARY PUBLIC

MY COMMISSION EXPIRES: 10/10/25





City of Jackson
Office of Economic Development
Special Economic Development Grant

BUSINESS NAME: Enve

APPLICANT NAME: Venetta Simmons

DUPLICATION OF BENEFITS CERTIFICATION FORM

Duplication of Benefits as cited in the 2020 CARES Act, "that, notwithstanding section 105(a)(8) of the Housing and Community Development Act of 1974 (42 U.S.C. 5305(a)(8)), the Secretary shall ensure there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155)"

Duplication of Benefits occurs when a beneficiary receives assistance from multiple sources for a cumulative amount that exceeds the total need for a particular recovery purpose. The amount of duplication is the amount of assistance provided in excess of need. The Stafford Act requires a fact-specific inquiry into assistance received by each person, household, or entity.

I/We, Venetta Simmons, affirm, ENVE (Business Name), DID NOT receive benefit from any other federal COVID 19 relief programs (i.e. Paycheck Protection Program (PPP), Economic Injury Disaster Loan (EIDL), SBA Relief Program, CARES Act unemployment benefit) for the exact SAME expenses being requested from the Small Business Resiliency & Safe Practices Grant.

I/We, _____, affirm, _____ (Business Name), DID receive benefit from any other federal COVID 19 relief programs (i.e. Paycheck Protection Program (PPP), Economic Injury Disaster Loan (EIDL), SBA Relief Program, CARES Act unemployment benefit) for the exact SAME expenses being requested from the Small Business Resiliency & Safe Practices Grant.

I/We, Venetta Simmons affirm the following:

Dated this the 19 day of April, 2023.

Venetta Simmons (Applicant Signature) 4-18-23 (Date)

N/A (Co-Applicant Signature) N/A (Date)

I certify I am Venetta Simmons and the owner of ENVE located at 3931 Hanging Moss Rd. Jackson MS 39206

I certify that I have authorized the execution and submission of this application.

Venetta Simmons
Owner Name

APPLICANT SWORN TO AND SUBSCRIBED BEFORE ME, this 19 day of April, 2023



Ashlen Gordon

NOTARY PUBLIC



City of Jackson
Office of Economic Development
Special Economic Development Grant

BUSINESS NAME: Johnny T's

APPLICANT NAME: John Miller

DUPLICATION OF BENEFITS CERTIFICATION FORM

Duplication of Benefits as cited in the 2020 CARES Act, "that, notwithstanding section 105(a)(8) of the Housing and Community Development Act of 1974 (42 U.S.C. 5305(a)(8)), the Secretary shall ensure there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155)"

Duplication of Benefits occurs when a beneficiary receives assistance from multiple sources for a cumulative amount that exceeds the total need for a particular recovery purpose. The amount of duplication is the amount of assistance provided in excess of need. The Stafford Act requires a fact-specific inquiry into assistance received by each person, household, or entity.

I/We, John Miller, affirm, Johnny T's (Business Name), DID NOT receive benefit from any other federal COVID 19 relief programs (i.e. Paycheck Protection Program (PPP), Economic Injury Disaster Loan (EIDL), SBA Relief Program, CARES Act unemployment benefit) for the exact SAME expenses being requested from the Small Business Resiliency & Safe Practices Grant.

I/We, _____, affirm, _____ (Business Name), DID receive benefit from any other federal COVID 19 relief programs (i.e. Paycheck Protection Program (PPP), Economic Injury Disaster Loan (EIDL), SBA Relief Program, CARES Act unemployment benefit) for the exact SAME expenses being requested from the Small Business Resiliency & Safe Practices Grant.

I/We, John Miller, affirm the following:

Dated this the 18th day of April, 2023.

John Miller (Applicant Signature) [Signature] (Date)

(Co-Applicant Signature) (Date)

I certify I am John Miller and the owner of Johnny T's located at _____

I certify that I have authorized the execution and submission of this application.

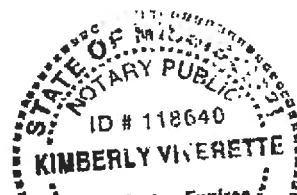
John Miller
Owner Name

APPLICANT SWORN TO AND SUBSCRIBED BEFORE ME, this 18th day of April, 2023

(SEAL)

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: December 18, 2024





City of Jackson
Office of Economic Development
Special Economic Development Grant

BUSINESS NAME: CHECKERBOARD PLAZA LLC APPLICANT NAME: LATONIA WILLIAMS

DUPLICATION OF BENEFITS CERTIFICATION FORM

Duplication of Benefits as cited in the 2020 CARES Act, "that, notwithstanding section 105(a)(8) of the Housing and Community Development Act of 1974 (42 U.S.C. 5305(a)(8)), the Secretary shall ensure there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155)"

Duplication of Benefits occurs when a beneficiary receives assistance from multiple sources for a cumulative amount that exceeds the total need for a particular recovery purpose. The amount of duplication is the amount of assistance provided in excess of need. The Stafford Act requires a fact-specific inquiry into assistance received by each person, household, or entity.

I/We, LATONIA WILLIAMS, affirm, CHECKERBOARD PLAZA LLC (Business Name), DID NOT receive benefit from any other federal COVID 19 relief programs (i.e. Paycheck Protection Program (PPP), Economic Injury Disaster Loan (EIDL), SBA Relief Program, CARES Act unemployment benefit) for the exact SAME expenses being requested from the Small Business Resiliency & Safe Practices Grant.

I/We, _____, affirm, _____ (Business Name), DID receive benefit from any other federal COVID 19 relief programs (i.e. Paycheck Protection Program (PPP), Economic Injury Disaster Loan (EIDL), SBA Relief Program, CARES Act unemployment benefit) for the exact SAME expenses being requested from the Small Business Resiliency & Safe Practices Grant.

I/We, Latonia Williams, affirm the following:
Date of this the 16th day of May, 20 23
Latonia Williams (Applicant Signature) 5/16/23 (Date)

(Co-Applicant Signature) _____ (Date)
I certify I am Latonia Williams and the owner of Checkerboard Plaza LLC located at 711 Hanker St Ste 1 Jackson, MS 39204.

I certify that I have authorized the execution and submission of this application.
Latonia Williams
Owner Name
WORN TO AND SUBSCRIBED BEFORE ME, this 16th day of May, 20 2023



Monica A. Cain
NOTARY PUBLIC

July 20, 2024



City of Jackson
Office of Economic Development
Special Economic Development Grant

BUSINESS NAME: Fondren Nightingales
Senior Day Retreat

APPLICANT NAME: Gregory Levy

DUPLICATION OF BENEFITS CERTIFICATION FORM

Duplication of Benefits as cited in the 2020 CARES Act, "notwithstanding section 105(a)(8) of the Housing and Community Development Act of 1974 (42 U.S.C. 5305(a)(8)), the Secretary shall ensure there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254, 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155)"

Duplication of Benefits occurs when a beneficiary receives assistance from multiple sources for a cumulative amount that exceeds the total need for a particular recovery purpose. The amount of duplication is the amount of assistance provided in excess of need. The Stafford Act requires a fact-specific inquiry into assistance received by each person, household, or entity.

I/We Gregory Levy, affirm, Fondren Nightingales Senior Day Retreat (Business Name), DID NOT receive benefit from any other federal COVID 19 relief programs (i.e. Paycheck Protection Program (PPP), Economic Injury Disaster Loan (EIDL), SBA Relief Program, CARES Act unemployment benefit) for the exact SAME expenses being requested from the Small Business Resiliency & Safe Practices Grant.

I/We _____, affirm, _____ (Business Name), DID receive benefit from any other federal COVID 19 relief programs (i.e. Paycheck Protection Program (PPP), Economic Injury Disaster Loan (EIDL), SBA Relief Program, CARES Act unemployment benefit) for the exact SAME expenses being requested from the Small Business Resiliency & Safe Practices Grant.

I/We, Gregory Levy, affirm the following:

Dated this the 20th day of April, 2023.

[Signature] (Applicant Signature) 4/20/2023 (Date)

(Co-Applicant Signature) _____ (Date)

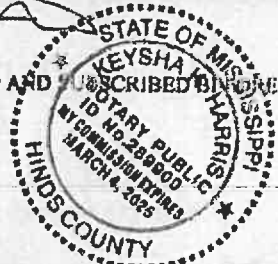
I certify I am Gregory Levy and the owner of Fondren Nightingales Senior Day Retreat located at 3321 N. West St. Jackson, MS 39211

I certify that I have authorized the execution and submission of this application.

Owner Name: _____

APPLICANT SWORN TO AND SUBSCRIBED BEFORE ME, this 20th day of April, 2023

(SEAL)



[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: March 4, 2025



**City of Jackson
Office of Economic Development
Special Economic Development Grant**

BUSINESS NAME: Stamps Super Burgers

APPLICANT NAME: Philippian Stamps

DUPLICATION OF BENEFITS CERTIFICATION FORM

Duplication of Benefits as cited in the 2020 CARES Act, "that, notwithstanding section 105(a)(8) of the Housing and Community Development Act of 1974 (42 U.S.C. 5305(a)(8)), the Secretary shall ensure there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155)"

Duplication of Benefits occurs when a beneficiary receives assistance from multiple sources for a cumulative amount that exceeds the total need for a particular recovery purpose. The amount of duplication is the amount of assistance provided in excess of need. The Stafford Act requires a fact-specific inquiry into assistance received by each person, household, or entity.

I/We, Philippian Stamps, affirm, Stamps Super Burgers (Business Name), **DID NOT** receive benefit from any other federal COVID 19 relief programs (i.e. Paycheck Protection Program (PPP), Economic Injury Disaster Loan (EIDL), SBA Relief Program, CARES Act unemployment benefit) for the exact SAME expenses being requested from the Small Business Resiliency & Safe Practices Grant.

I/We, _____, affirm, _____ (Business Name), **DID** receive benefit from any other federal COVID 19 relief programs (i.e. Paycheck Protection Program (PPP), Economic Injury Disaster Loan (EIDL), SBA Relief Program, CARES Act unemployment benefit) for the exact SAME expenses being requested from the Small Business Resiliency & Safe Practices Grant.

I/We, Stamps Philippian Stamps affirm the following:

Dated this the 23 day of August, 2023.

Philippian L. Stamps (Applicant Signature) 08/23/23 (Date)

_____ (Co-Applicant Signature) _____ (Date)

I certify I am Philippian Stamps and the owner of Stamps Super Burgers located at 1861 Dalton Street Jackson MS 39201.

I certify that I have authorized the execution and submission of this application.

Philippian Stamps
Owner Name

APPLICANT SWORN TO AND SUBSCRIBED BEFORE ME, this 23rd day of August, 2023

(SEAL)



Jennifer Farre West
NOTARY PUBLIC

MY COMMISSION EXPIRES July 13, 2027

Small Business Relief Grant Agreement

THIS AGREEMENT entered into on _____, 2023 by and between the **City of Jackson, Mississippi**, (hereinafter referred to as the “Grantor”) and _____ (hereinafter referred to as the “Grantee”), a _____ (form of business structure) authorized to do business in the State of Mississippi, having its principal offices at _____.

WITNESSETH:

WHEREAS, the Grantor has applied for and received funds from the United States Department of Housing and Urban Development (hereinafter referred to as HUD) for the execution and implementation of the Community Development Block Grant COVID-19 Program (CDBG-CV) pursuant to Title I of the Housing and Community Development Act of 1974, as amended, and pursuant to the Coronavirus Aid, Relief, and Economic Security Act (CARES Act);

WHEREAS, the Grantor, in accordance with its Consolidated Plan, Annual Action Plan, and Small Business Grant Program Procedures, desires to provide CDBG-CV funds to Small Business Enterprises (SBEs) who are suffering financially as a result of the COVID-19 pandemic;

WHEREAS, the Grantee has submitted to the Grantor an application for a grant for the reimbursement of expenses related to maintaining operations in response to a detrimental financial impact experienced due to the COVID-19 pandemic;

WHEREAS, the Grantor has determined that the expenses meet the conditions of the federal regulations governing Community Development Block Grant programs as well as the conditions set forth in the Grantor’s Small Business Grant Procedures Manual description and desires to assist the Grantee;

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth, it is agreed as follows:

PART I DEFINITION AND PURPOSE

A. DEFINITIONS

- 1) “GRANTOR” means CITY OF JACKSON, MISSISSIPPI - GOVERNMENT
- 2) “GRANTEE” means SMALL BUSINESS ENTERPRISES
- 3) “HUD” means the Secretary of the U.S. Department of Housing and Urban Development or a person authorized to act on its behalf.
- 4) “CDBG” means the Community Development Block Grant Program
- 5) “CDBG-CV” means the Community Development Block Grant Coronavirus Aid, Relief, and Economic Security Act, also known as the “CARES Act”, established in response to the economic fallout of the COVID-19 pandemic.
- 6) Full-Time Equivalents (FTEs) means an employee working at least 40 hours weekly; or two

(SEDGP) 2022

- part-time employees.
- 7) National Objective means the HUD-approved objective for developing viable communities by expanding economic opportunities primarily for persons in low- to moderate-income areas.
 - 8) "LMI" means low- to moderate-income.
 - 9) "LMA" means low- to moderate area benefit for activities that benefit a residential neighborhood, benefiting all residents in a particular area, where at least 51 percent of the residents are LMI persons.
 - 10) "LMC" means a limited clientele category where 51 percent of the beneficiaries of an activity have to be LMI persons.
 - 11) "LMJ" means job creation and retention LMI benefit addresses activities designed to create or retain permanent jobs, at least 51 percent of which (computed on a full-time equivalent basis) will be made available to or held by LMI persons.

B. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Grantee will implement the Scope of Services set forth within this Agreement. Financial assistance provided under this Agreement will help businesses survive this health crisis. The Community Development Block Grant National Objective of assistance to low-to-moderate-income (LMI) persons will be achieved as grants to expand economic opportunities within a Community Development Block Grant National Objective that benefits low- moderate-income persons in low- moderate-income areas. Consistent therewith, the above-stated Whereas Clauses are restated, adopted, and made a part hereof.

PART II SCOPE OF SERVICES, ELIGIBLE ACTIVITIES, AND NATIONAL OBJECTIVE

A. SCOPE OF SERVICES

The Grantee income shall, in a satisfactory and proper manner as determined by GRANTOR, perform the tasks outlined in Exhibit "A" (attached hereto and made a part hereof).

B. ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The project is being carried out as assistance provided to a private, for-profit business under 24 CFR Part 570.203 "Special economic development activities." Grant proceeds can be used for the following purposes:

- Reimbursement for up to 12 months' expenses related to maintaining operations, including internal or external repairs and renovations, of a small business experiencing a negative financial impact due to the COVID-19 pandemic.
- Reimbursement for up to twelve (12) months of rent or mortgage payment. Applicants must not be delinquent on rent.
- Staff Salaries (Payroll) for the business.
- Utilities for the business (Electricity, Natural Gas, and Water/Sewer)

(SEDGP) 2022

Page 2 of 12

The maximum request is limited to \$30,000, and the minimum is limited to \$1,000.

The CDBG National Objective of assistance to low-to-moderate income (LMI) persons will be achieved as grants to businesses that meet the Low Mod Area (LMA), Low Mod Clientele (LMC), or Low Mod Jobs (LMJ) criteria in accordance with HUD-provided guidelines.

PART III GRANT TERMS, TIME OF PERFORMANCE, DISBURSEMENT, CONDITIONS OF FUNDING, AND DEFAULT

A. GRANT AMOUNT

The Grantor agrees to grant on a reimbursement basis to the Grantee the amount of _____ (the "Grant") of CDBG-CV funds for payment of eligible costs associated with the Project, as outlined in the Scope of Services, Exhibit "A." In no event shall the total disbursement exceed the maximum and total authorized Grant amount.

TIME OF PERFORMANCE

The effective date of this Agreement and all the rights and duties designated hereunder are contingent upon the timely release of funds for this Project under the grant agreement between HUD and the Grantor. The effective date of expenditures incurred shall be January 1, 2022, and remain in full force and effective through December 31, 2023. Only expenditures incurred during the program period will be considered for reimbursement. Invoices will not be honored that pre-date/post-date the effective dates above.

Businesses meeting the LMJ National Objective must adhere to the following time performance guidelines:

- a. The effective date for job retention shall be the date of this Agreement and remain in full force and effect for three months. The Grantee must provide the Grantor with proof of at least one full-time equivalent (FTE) job retained during this period. The person who retains the job must be a low-moderate-income person. For purposes of this Agreement, the person who retains the job will be considered income qualified if the salary paid for this full-time equivalent job does not exceed \$16,640 annually, the income limit for a single-person household.
- b. For jobs that pay more than the income limit for a single-person household, and if the job retained is held by a low to moderate-income person, the Grantee must provide income information for the employee's household. The annual household income must be less than the 80 percent income limit for the Jackson, Mississippi MSA.
- c. The Grantee must complete an Initial Payroll Report provided by the Grantor for their employees as of the date of this Grant Agreement. At the end of the three months, the Grantee must submit a payroll report for their employees that shows three months of payroll.

B. DISBURSEMENT OF GRANT FUNDS

Grant funds shall be reimbursed to the Grantee for all costs permitted by Federal and Grantor guidelines. In no event shall the Grantor provide advance funding to the Grantee hereunder.

(SEDGP) 2022

The Grantee shall submit to the Grantor a request for reimbursement form accompanied by an invoice attached hereto and made a part hereof and supporting documentation for each eligible cost to be uploaded as a required document into the online portal.

Invoices received from the Grantee pursuant to this Agreement shall be in a form acceptable to Grantor and reviewed and subject to approval by Grantor to verify that the funds have been expended in conformity with the Agreement. As part of the review process, Grantor reserves the right to request reasonable documentation as determined by Grantor, which shall be provided by Grantee as a prior condition of disbursement.

Upon grant approval, Grantor will process for payment of the approved amount. Invoices will normally be paid within forty-five (45) days following GRANTOR'S final approval.

C. CONDITIONS OF GRANT

The obligation of the Grantor to disburse Grant proceeds under this Agreement is subject to the following:

- 1) That the Grantee has the full power and authority to execute, deliver and perform the Grant Program Agreement and to enter into and carry out the transactions contemplated thereby. Such execution, delivery, and performance do not, and will not, violate any provision of law applicable to the Grantee and will not conflict with or result in a default under any agreement or instrument to which the Grantee is a party to or by which it or any of its property or assets is or may be bound. All of the documents necessary to document this transaction have, by proper action, been duly authorized, executed, and delivered, and all necessary actions have been taken to constitute the Grant Program Agreement valid and binding obligations of the Grantee.
- 2) That the representations and warranties of the Grantee are correct and that the Grantee agrees to immediately refund to the Grantor all monies paid to it under the Program if it is determined by the Grantor that any material misrepresentation was made by or on behalf of the Grantee which would have rendered the Grantee ineligible to receive the grant.
- 3) That the Grantee shall implement this Agreement in accordance with the applicable Federal, State, and local laws, ordinances, and codes, and amendments and additions thereto as may from time to time be made. The Federal, State, and local laws, ordinances, and codes are minimal regulations that may be supplemented by more restrictive guidelines set forth by Grantor.
- 4) That there are no actions, suits, or proceedings pending or threatened against or affecting the Grantee, if adversely determined, would individually or in the aggregate materially impair the ability of the Grantee to perform any of its obligations under the Grant Program Agreement or adversely affect the financial condition of the Grantee. Grantee must notify within seven (7) business days of any such actions, suits, or proceedings pending or threatened against or affecting the Grantee.

- 5) That the Grantee is not in default under any of the Grant Program Agreement or the payment of any indebtedness for borrowed money or under any agreement or instrument evidencing any such indebtedness, and in no event has occurred which by notice, or passage of time or otherwise would constitute any such event of default.
- 6) That the Grantee shall abide by the stipulations, conditions, and covenants of this Agreement and shall duly pay all rent, taxes, assessments, insurance premiums, and other liabilities.
- 7) That the Grant funds shall only be used for the reimbursement of eligible costs as described in "Part I" of this Agreement. Grantee shall maintain such records as are necessary and convenient for the Grantor to verify that the use of the grant is in accordance with this Agreement.
- 8) That the Grantee shall obtain and provide to the Grantor a valid DUNS (Data Universal Numbering System) number from Dun and Bradstreet, as required by the United States Office of Management and Budget prior to executing this Agreement.
- 9) That the Grantee shall provide to the Grantor a valid completed vendor application & W9 form.
- 10) That disbursement will be contingent upon receipt of complete and accurate invoices and supporting documentation pursuant to the Agreement.
- 11) That the Grantee shall comply with all requirements imposed on the Grantor under its CDBGCV Agreement including, without limitation, the requirements of 24 CFR Part 570 and the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).
- 12) That the Grantee shall give prompt notice in writing to the Grantor of any adverse development, legal, financial, or otherwise, which would materially affect its business, properties, or affairs or the ability of the Grantee to perform its obligations under this Agreement. Grantee must notify Grantor within seven (7) working days of any such adverse development.
- 13) That the Grantee shall not change the general character of its business as conducted or conceived of at the date hereof, engage in any type of business not reasonably related to its business as normally conducted, or relocate the business outside the approved program Jackson area.
- 14) That the business certifies that disbursements from this grant will not duplicate any funding from Federal programs (PPP, EIDL, SBA, etc.), State of Mississippi programs, or any other COVID-19-related funding programs.

D. DEFAULT

Each of the following shall be an "Event of Default":

- 1) Any representation or warranty made by the Grantee in the application herein or any other Grant Program Agreement or connection herewith shall prove incorrect in any material respect

when made.

- 2) Grantee fails to maintain a business or services that were described in the application.
- 3) Grantee fails to maintain all required documents current that was initially submitted at the time of application and approved by the Grantor.
- 4) Grantee ceases to operate the business before the end of the Grant term.
- 5) Grantee fails to perform or observe any other terms or conditions contained in this Agreement.
- 6) Grantee fails to abide by program rules and regulations.
- 7) An unremedied adverse change in financial condition, organization, management, operation, or assets of Grantee which would warrant withholding or not making any further disbursements.
- 8) Grantee fails to notify the Grantor of adverse changes or impending litigation within the time specified in III.C.4.

E. REMEDIES FOR DEFAULT OF THE GRANT

In the event of a Default by the Grantee, the Grantor may at any time thereafter terminate this Agreement. In such event, the Grantor will declare the grant immediately due and payable, at which time all sums paid to the Grantee shall immediately become due and payable. Grantor shall promptly advise Grantee in writing of the acceleration under this paragraph, but failure to do so shall not impair the effect of such declaration.

PART IV GENERAL CONDITIONS

A. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

In carrying out the project, the Grantee shall not discriminate based on race, color, disability, national origin, religion, familial status, or sex, exclude any person from the benefits of or subject any persons to discrimination under any activity carried out by the performance of this Agreement.

B. EVALUATION AND MONITORING

The Grantee agrees that Grantor will carry out periodic monitoring and evaluation activities, as determined necessary by Grantor, during the term of this Agreement. Upon Grantor request, the Grantee agrees to furnish and make copies of such records and information as is determined necessary by Grantor. Additionally, the Grantee shall submit the information required by GRANTOR and HUD to enable Grantor to evaluate said progress and to enable GRANTOR to complete reports required by HUD. The Grantee shall allow Grantor and HUD to monitor the Grantee on site. Such site visits may be scheduled or unscheduled as determined by GRANTOR or HUD.

C. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the Grantor, City of Jackson, HUD, or the

Comptroller General of the United States may deem necessary, there shall be made available by the Grantee to Grantor, the Grantor, HUD, or the Comptroller General of the United States for examination all its records with respect to all matters covered by the Agreement.

D. INDEMNIFICATION

The Grantee shall protect, defend, reimburse, indemnify, and hold the Grantor, its agents, employee, and elected officers harmless from and against all claims, liability, expense, loss, cost, damages, or causes of action of every kind of character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during the performance of the terms of this Agreement or due to the acts or omissions of the Grantee. The Grantee's aforesaid indemnity and hold harmless obligation, or portion of applications thereof shall apply to the fullest extent permitted by law. The Grantee further agrees to hold the Grantor harmless and will indemnify the Grantor for any funds which the Grantor is obligated to refund the Federal Government arising out of the conduct, any activities, and administration of the Grantee.

E. INSURANCE REQUIREMENT

The Grantee must carry liability and property insurance. If, for any reason, Grantee defaults on insurance payments, Grantor must be notified within three (3) working days. Grantee must maintain insurance throughout the duration of the Grant term if not all funds are immediately due and payable in accordance with the termination for cause section.

F. CONFLICT OF INTEREST

The Grantee covenants that no person who presently exercises any functions or responsibilities in connection with the project has any personal financial interest, direct or indirect, which would conflict with any manner or degree with the performance of this Agreement and that no person having any conflict of interest will be employed by or subcontracted by the Grantee. Any possible conflict of interest on the part of the Grantee or its employees shall be disclosed in writing to Grantor.

G. TERMINATION

The Grantor may terminate this Agreement at any time for cause or convenience upon written notice to the Grantee. In the event of early termination, the Grantee shall not be relieved of liability to the Grantor for damages sustained by the Grantor by virtue of any breach of the Agreement by the Grantee, and the Grantor may withhold any payment to the Grantee for set-off purposes until such time as the exact amount of damages due to the Grantor from the Grantee is determined.

1) TERMINATION FOR CAUSE

If, through any cause, Grantee shall fail to fulfill in the timely and proper manner its obligations under this Agreement, or if Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the Grantor shall thereupon have the right to terminate this Agreement early or suspend payments, in whole or part, by giving written notice of such termination or suspension of payments and specifying the effective date of the termination or suspension. The Grantee shall repay the full value of the Grant, unless otherwise specified by Grantor, within thirty (30) days of receiving the termination notice from the Grantor.

2) TERMINATION DUE TO CESSATION

In the event the grant to the Grantor under Title I of the Housing and Community Development Act of 1974 (as amended) and the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) is suspended or terminated, the Agreement shall be suspended or terminated effective on the date HUD specifies.

In the event the business ceases to exist or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the Grantor specifies. The determination that the Grantee has ceased or suspended the operation of its business shall be made solely by the Grantor, and the Grantee, its successors, or assigns in interest agrees to be bound by the Grantor's determination. The Grantee shall repay the full value of the grant, unless otherwise specified by Grantor, within thirty (30) days of receiving the termination notice from the Grantor.

3) TERMINATION FOR CONVENIENCE OF THE GRANTOR

The Grantor may terminate this Agreement at any time by giving at least ten (10) working days' notice in writing from the Grantor to the Grantee. If this Agreement is terminated early by the Grantor as provided herein, the Grantee will be reimbursed for allowable expenses until the effective date of the termination.

4) TERMINATION FOR CONVENIENCE OF THE GRANTEE

The Grantee may terminate this Agreement at any time by giving at least ten (10) working days prior written notice to Grantor. If the Grantee has received funds through this Agreement, the Grantee shall return all funds to the Grantor prior to the termination of this Agreement.

H. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

AMENDMENTS

The Grantor may, at its discretion, amend this Agreement to conform to changes in Federal, State, local, or HUD guidelines, directives, and objectives. Such Amendments shall be incorporated by written amendment as part of this Agreement.

I. NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery, electronic mail, or other delivery service requiring signed acceptance. Such notice shall be deemed given on the day on which it personally served, if by mail, on the day of actual receipt, or by electronic mail, on the day it was sent. Grantees are required to check emails regularly. If sent to the Grantor, notices shall be addressed to:

Mailing Address:
City of Jackson
Department of Planning & Development
Office of Economic Development

(SEDGP) 2022

Page 8 of 12

If sent to the Grantee, notices shall be addressed to:

Name of Owner Business Name

Address

J. NO FORFEITURE

The rights of the Grantor under this Agreement shall be cumulative, and failure on the part of the Grantor to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

K. ENTIRETY OF CONTRACTUAL AGREEMENT

The Grantor and Grantee agree that this Agreement sets forth the entire Agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions in this Agreement may be added to, modified, superseded, or otherwise altered except by a written instrument executed by the parties hereto.

This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitute the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

L. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

M. NON ASSIGNABILITY

Neither party shall assign, subcontract or transfer any rights or delegate any duties arising under this Agreement without prior written consent of the other party.

N. ATTORNEY'S FEES

Should Grantor successfully bring any manner of legal action against Grantee, or successfully defend against any suit brought by Grantee, arising out of or in connection with this Agreement, Grantee agrees to pay all reasonable attorneys' fees as well as costs incurred by Grantor in bringing or defending such an action, through and including all appeals.

O. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

P. LEGAL COUNSEL

Grantee is encouraged to seek the advice of Grantee's legal counsel prior to entering into this

Agreement.

Q. PUBLIC DISCLOSURE

Information provided by the Grantee may be subject to public disclosure.

F. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, and venue for any action shall be in Jackson, Mississippi.

Failure to comply with the above-mentioned Conditions and Assurances or breach of any terms of the Grant Agreement, violation of the policies and procedures governing the CARES ACT: Economic Development Component, or violation of any and all applicable federal and state laws and regulations will result in the termination of the Contract and the demand for repayment of any grant funds.

IN WITNESS WHEREOF, this Contract is executed by the Parties hereto on this the ____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY: _____
MAYOR

ATTEST:

BY: _____
City Clerk

BUSINESS:

BY: _____
OWNER

WITNESSES:

BY: _____
WITNESS

BY: _____
WITNESS

EXHIBIT "A" SCOPE OF SERVICES

SCOPE OF SERVICES

The Grantee income shall, in a satisfactory and proper manner as determined by GRANTOR, perform the tasks outlined in Exhibit "A" (attached hereto and made a part hereof).

ELIGIBLE ACTIVITIES

The project is being carried out as assistance provided to a private, for-profit business under 24 CFR Part 570.203 "Special economic development activities." Grant proceeds can be used for the following purposes:

- Reimbursement for up to 12 months' expenses related to maintaining operations, including internal or external repairs and renovations, of a small business experiencing a negative financial impact due to the COVID-19 pandemic.
- Reimbursement for up to twelve (12) months of rent or mortgage payment. Applicants must not be delinquent on rent.
- Staff Salaries (Payroll) for the business.
- Utilities for the business (Electricity, Natural Gas, and Water/Sewer)

The maximum request is limited to \$30,000, and the minimum is limited to \$1,000.

NATIONAL OBJECTIVE

The CDBG National Objective of assistance to low-to-moderate income (LMI) persons will be achieved as grants to businesses that meet the Low Mod Area (LMA), Low Mod Clientele (LMC), or Low Mod Jobs (LMJ) criteria in accordance with HUD-provided guidelines.

EXHIBIT "B"

**INVOICE COVER SHEET FOR PROGRAM PARTICIPANTS OF THE
SMALL BUSINESS RELIEF ASSISTANCE GRANT PROGRAM**

Program Participant Business Name: _____

Invoice period from January 1, 2022, to December 31, 2022

Category of Requested Item	Amount Requested

Total Amount Approved:
Total Amount of First Check:

Submitted by Business Representative: _____ Date: _____

Total Amount Requested:

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JANUARY 3, 2023 10:00 A.M.

524

WHEREAS, it has been generally held through Mississippi Case Law and Attorney General Opinions that governing authorities are not "required", but "recommended" to follow competitive bid requirements in the procurement of personal or professional service contracts and pursuant to Miss. Code Ann. § 31-7-57(2), no governing authority shall let contracts or purchase commodities or equipment except in the manner provided by law; nor shall any governing authority ratify any such contract or purchase...or pay for the same out of public funds unless such contract or purchase was made in the manner provided by law; provided, however, that any vendor who, in good faith, delivers commodities or printing or performs any services under a contract to or for the governing authority, shall be entitled to recover the fair market value of such commodities, printing or services, notwithstanding some error or failure by the governing authority to follow the law, if the contract was for an object authorized by law and the vendor had no control of, participation in, or actual knowledge of the error or failure by the governing authority; and

WHEREAS, All About Animals, Inc. agrees to provide weekly veterinary visits to the Jackson Zoological Park in a professional capacity. All About Animals, Inc. agrees to review the animals and determine any treatment measures, if needed for the animals with the Animal Curator and/ or the Veterinarian Technician of the Jackson Zoological Park; and

WHEREAS, All About Animals, Inc. agrees to provide professional support from a veterinarian. Examples of support needed includes: husbandry needs, exhibit needs, keeper training, consultation with senior staff on animal management issues, zoonotic disease prevention, etc.; and

WHEREAS, All About Animals, Inc., agrees to have a veterinarian on call 24 hours a day to provide any needed medical assistance for the animals located in the Jackson Zoological Park, included but not limited to various medical and/or surgical services.

IT IS, THEREFORE, ORDERED veterinary services are authorized to be provided by All About Animals, Inc. for a period of one (1) year commencing from the date of execution by the Mayor of the City of Jackson, for the continuous care of animals at the Jackson Zoological Park.

IT IS FURTHER ORDERED that the City is hereby authorized to make payments to All About Animals, Inc., in the amount of Two Thousand and Seven Hundred Dollars (\$2,700.00) per month for licensed veterinary care of animals located at the Jackson Zoological Park.

Council Member Banks moved adoption; Council Member Hartley seconded.

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

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

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT EXPENDING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) CORONAVIRUS CARES ACT FUNDING TO PREPARE, PREVENT, AND RESPOND TO THE COVID-19 PANDEMIC FOR SMALL BUSINESS ENTERPRISES IN THE CITY OF JACKSON.

WHEREAS, the City of Jackson receives federal funds, on an annual basis, from the U.S. Department of Housing and Urban Development for several federal programs to benefit principally low and moderate-income individuals and families for the purposes of providing a suitable living environment, decent housing, and expanded economic opportunities; and

WHEREAS, the Community Development Block Grant (CDBG), Public Law 116-94, was enacted on December 20, 2019, providing assistance for low moderate-income persons and special needs populations across the country; and

WHEREAS, the U. S. Department of Housing and Urban Development allocated CDBG funding for housing, community, and economic development activities; and

WHEREAS, on February 18, 2020, the Office of Housing and Community Development was notified of CDBG funding in the amount of one million eight hundred seventy-one thousand nine hundred eighty-two dollars (\$1,871,982.00); and

WHEREAS, the Coronavirus Aid Relief and Economic Security Act ("CARES Act") (Public Law 116-136) was enacted on March 27, 2020, in response to the Coronavirus (COVID-19) Pandemic; and

WHEREAS, the U. S. Department of Housing and Urban Development allocated supplemental funding to the City of Jackson to be used to prevent, prepare for, and respond to COVID-19; and

WHEREAS, on April 2, 2020, the Office of Housing and Community Development was notified of supplemental funding in the amount of one million one hundred one thousand two hundred twenty-five dollars (\$1,101,225.00) and on September 11, 2020, was awarded supplemental funding in the amount of one million four hundred sixty-seven thousand two hundred eighty-three dollars (\$1,467,283.00); and

WHEREAS, the Department of Planning and Development, through its Office of Housing and Community Development Division (OHCD) and Office of Economic Development (OED), recommends that the Mayor be authorized to use CDBG-CV CARES ACT funds to provide grants to small business enterprises in the City of Jackson, expending CARES ACT funds in an amount not to exceed six hundred thousand dollars (\$600,000.00), in the City of Jackson, beginning December 1, 2022, through July 31, 2023; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to expend CDBG-CV CARES Act funds in amounts not to exceed six hundred thousand dollars (\$600,000.00), beginning December 5, 2022, through July 31, 2023, to provide grants to small business enterprises in the City of Jackson.

Council Member Hartley moved adoption; Vice President Lee seconded.

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

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS WITH KEEP JACKSON BEAUTIFUL, INC., TO REIMBURSE IT FOR DEVELOPMENT AND PROMOTION OF A LITTER PREVENTION PROGRAM AND ACTIVITIES IN THE CITY OF JACKSON FOR CALENDAR YEAR 2022.

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, on April 14, 2008, Governor Barbour approved House Bill 1545 which amended Chapter 966, Local and Private Laws of 1999, as amended by Chapter 922, Local and

15

ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH JONES WALKER TO PERFORM BOND REVIEW OF A PROPOSED AGREEMENT BETWEEN THE CITY OF JACKSON AND THE JACKSON REDEVELOPMENT AUTHORITY REGARDING THE LEASE AND MANAGEMENT OF UNION STATION

OFFICE OF THE CLERK
CITY OF JACKSON

WHEREAS, the City of Jackson's Department of Planning and Development requires the professional services of a bond attorney regarding whether a proposed lease and management agreement for Union Station with the Jackson Redevelopment Authority (JRA) would affect the tax-exempt status of the bonds used to finance Union Station; and

WHEREAS, the 1999 Urban Renewal Project Agreement between the City and JRA requires the City, in pertinent part, (1) to refrain from taking or permitting any action that would impair the exclusion of interest on the Series 1998-A Bonds from gross income for federal income tax purposes and (2) to provide JRA an opinion from bond counsel that the City's actions will not affect the tax-exempt status of the bonds; and

WHEREAS, the Department of Planning and Development recommends that the City execute an engagement agreement with Jones Walker to perform bond attorney review of the proposed lease and management agreement between the City of Jackson and the Jackson Redevelopment Authority for Union Station; and

WHEREAS, the relationship between the City and Jones Walker, including the validity, construction, and enforceability of this engagement agreement, shall be governed in all respects by the law and professional conduct rules of Mississippi, without regard to conflicts of laws principles; and

WHEREAS, the Department of Planning and Development agrees to pay for services and expenses as provided at a rate of \$620.00 per hour, not to exceed a total amount of \$20,000.00 for a term beginning upon execution and ending on December 31, 2023.

IT IS THEREFORE ORDERED, that the Mayor is authorized to enter into an agreement with Jones Walker to perform bond attorney review of a agreement between the City of Jackson and the Jackson Redevelopment Authority regarding the proposed lease and management of Union Station.

IT IS FURTHER ORDERED that the Department of Planning and Development agrees to pay for services and expenses as provided by Jones Walker at a rate of \$620.00 per hour, not to exceed a total amount of \$20,000.00 for a term beginning upon execution and ending on December 31, 2023.

ITEM NO. # 15
DATE: October 24, 2023
BY: (DOTSON, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

POINTS	COMMENTS																								
1. Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER FOR JONES WALKER TO ENGAGE AND PERFORM LEGAL SERVICES FOR BOND ATTORNEY REVIEW OF LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF JACKSON AND THE JACKSON REDEVELOPMENT AUTHORITY FOR UNION STATION																								
2. Purpose																									
3. Who will be affected	City of Jackson																								
4. Benefits																									
5. Schedule (beginning date)	Upon approval by Council																								
6. Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 																									
7. Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Planning and Development																								
8. COST	\$20,000																								
9. Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	001.404.10.6419																								
10 EBO participation	<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">ABE</td> <td style="width: 33%;">_____ %</td> <td style="width: 33%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">___</td> <td style="width: 10%;">no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td>___</td> <td></td> <td></td> <td></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td>___</td> <td></td> <td></td> <td></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___				AABE	_____ %	WAIVER	yes	___	no	___	N/A	___			
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___	N/A	___																							

		WBE _____%	WAIVER	yes ___	no
		____ N/A _____			
		HBE _____%	WAIVER	yes ___	no
		____ N/A _____			
		NABE _____%	WAIVER	yes ___	no
		____ N/A _____			

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Chloe Dotson, Director
Department of Planning and Development

DATE: August 25, 2023

RE: Agenda Item for August 29, 2023

The attached agenda item is to authorize execution of a purchase order for Jones Walker to engage and perform legal services for bond attorney review of lease and management agreement between the City of Jackson and the Jackson Development Authority for Union Station

Should you have any questions or need additional information, please let me know.

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Chloe Dotson, Director
Department of Planning and Development

DATE: August 25, 2023

RE: Agenda Item for August 29, 2023

The attached agenda item is to authorize execution of a purchase order for Jones Walker to engage and perform legal services for bond attorney review of lease and management agreement between the City of Jackson and the Jackson Development Authority for Union Station

Should you have any questions or need additional information, please let me know.

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
9/20/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH JONES WALKER TO PERFORM BOND REVIEW OF A PROPOSED AGREEMENT BETWEEN THE CITY OF JACKSON AND THE JACKSON REDEVELOPMENT AUTHORITY REGARDING THE LEASE AND MANAGEMENT OF UNION STATION** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



9/20/23
Date



September 19, 2023

Delivery Via Email:

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

Re: Engagement Letter Re: City of Jackson – Union Station/JRA Bond Document Review

Dear Ms. Martin:

We are pleased to assist the City of Jackson, Mississippi (the “City” or “you”) in connection with (a) reviewing and advising with respect to the draft Lease Agreement between the City and the Jackson Redevelopment Authority (“JRA”), which was provided to us by the City via email on August 24, 2023 (the “Proposed Lease”) and the draft Property Management Guidelines and Agreement between the City and JRA, which was provided to us by the City via email on August 24, 2023 (the “Proposed Management Agreement”), and (b) reviewing the various documents contained in the closing transcript for the JRA Urban Renewal Bond, Series 2011A (the “Bond Documents”) to determine and advise the City as to whether any of the terms and conditions of the Bond Documents are or could reasonably be impacted by the Proposed Lease and the Proposed Management Agreement or that could otherwise necessitate revisions to the Proposed Lease or the Proposed Management Agreement so as to avoid actual or potential conflicts with the Bond Documents (collectively, the “matter”).

This letter will confirm our engagement and describe the basis on which our firm will provide such legal services to the City in connection with the above-described matter.

We understand that our engagement described herein is limited to performance of legal services related only to above-described matter. Our acceptance of this engagement does not involve an undertaking to represent the City or its interests in any other matters unless specifically requested by the City in writing. If we and the City agree, we may limit or expand the scope of our representation of the City from time to time, provided such change is reflected in a written agreement between the City and this firm.

Client Responsibilities. The City agrees to pay our statements for services and expenses as provided below. In addition, the City agrees to be candid and cooperative with us and to keep us informed with complete and accurate factual information, documents, electronically stored information and other data, and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us.

Partner-In-Charge. I will be ultimately responsible for legal work performed with respect to the matter; however, if it appears advisable, we may call upon the services of other attorneys and legal assistants at the firm to assist in the matter. Under any circumstances, if there are any problems you encounter, please promptly call them to our attention.

#101606733v1

Compensation, Billing Practices and Budget. With respect to legal services performed in connection the matter, we will charge our “preferred client” hourly rates for the time spent on such matters, plus expenses incurred in connection therewith, and such fees and expenses will be identified in detailed monthly billing statements which identify the attorneys performing work, the day upon which services were provided, the number of hours of service provided on each billing day and the hourly rates of the attorneys involved. These rates, as is the case with all rates charged by Jones Walker L.L.P., are generally reviewed annually at the beginning of each calendar year. Therefore, the preferred rates will remain in effect until December 31, 2023, unless the City and we agree to any future adjustments. For your reference, my rate per hour is \$620. As per our discussion, we have agreed upon an initial budgeted amount of \$20,000 or less for our work on the matter. Should our fees need to exceed this amount to accomplish such work, we will advise you in advance and will agree upon a revised budget accordingly. As we proceed with this engagement beyond this initial budgeted amount, we can continue to discuss each of the matter for which our assistance is desired, and we can establish some further budget parameters and guidelines as we move forward.

Termination of Engagement. The City may, at any time, terminate our representation with respect to the matter upon written notice to the firm. Such termination shall not, however, relieve the City of the obligation to pay for any services already rendered, including work in progress and remaining incomplete work at the time of termination, and to pay for all expenses incurred on behalf of the City through the date of termination. We similarly reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to the City. In the event that we terminate this engagement, we will take such steps as are reasonably practicable to protect the City’s interests in the matter, and the City agrees to take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to perfect our withdrawal. We will be entitled to be paid for all services rendered and costs or expenses incurred on behalf of the City through the date of such withdrawal.

Conclusion of Representation; Retention and Disposition of Documents. Our representation of the City with respect to the related matter will terminate upon our sending the City our final statement for services rendered in connection therewith. At its request, the City’s documents and files will be returned to it, although we reserve the right to copy the City documents as we deem appropriate. Our own files pertaining to the matter described above will be retained by us. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers’ work product, such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, and consistent with applicable professional conduct rules, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us at the end of the firm’s retention period, which is ten (10) years, without further notice to the City.

Post-engagement Matters. You are engaging the firm to provide legal services in connection with the specific matter described above. After completion of such work, changes may occur in the applicable laws or regulations that could have an impact upon the City’s future rights and liabilities with respect thereto. Unless you engage us after completion of such work to provide additional advice on issues arising from the work or otherwise with respect to the matter, the firm has no continuing obligation to advise you with respect to future legal developments.

Entire Agreement. This letter constitutes the entire understanding and agreement between the City and this firm regarding the terms of our engagement with respect to the above-described matter and

supersedes any prior understandings and agreements, written or oral, and any subsequent billing requirements, or letters submitted to us by the City with respect thereto. If any provision of this engagement letter is held by a court or arbitration panel to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect. This engagement letter may be amended only by means of a subsequent, written agreement between the City and the firm.

Choice of Law. The relationship between the City and the firm, including the validity, construction, and enforceability of this engagement letter, shall be governed in all respects by the law and professional conduct rules of Mississippi, without regard to conflicts of laws principles.

We are pleased to have this opportunity to work with the City. Please call me if you have any questions or comments during the course of our representation.

Please review this letter carefully. If it meets with the City's approval, sign the enclosed copy of the letter in the space provided below and return it to me so that we may begin work. Please call me if you have any questions.

Sincerely,

JONES WALKER L.L.P.



Aileen S. Thomas

Agreed and accepted, including the consent to identify the City as a client of Jones Walker L.L.P. We consent to the representation on the terms set forth above.

CITY OF JACKSON, MISSISSIPPI

By: _____

Name: _____

Title: _____

Dated: _____, 2023



Aileen S. Thomas
D: 601.949.4751
F: 601.949.4673
athomas@joneswalker.com

June 28, 2023

City of Jackson, Mississippi
219 S. President Street
Jackson, MS 39201
Attn: Torri Martin, City Attorney

Jackson Redevelopment Authority
218 S. President Street
Jackson, MS 39201
Attn: Mary Ealey, Manager

Re: Conflict Waiver Request

Dear Ms. Martin and Ms. Ealey:

From time to time Jones Walker may be requested by the Jackson Redevelopment Authority ("JRA") or the City of Jackson, Mississippi (the "City") to provide advice concerning whether certain contractual arrangements proposed to be entered into between JRA and the City affecting property financed with bonds previously issued by JRA would be permissible under the bond documents governing such bonds ("Potential Engagement"). In connection with any Potential Engagement, JRA and the City acknowledge and agree that they will each have their own separate legal counsel in connection with any negotiations between them and will not be relying on any advice from Jones Walker in connection with such negotiations. Furthermore, JRA and the City acknowledge and agree that any advice provided by Jones Walker in connection with any Potential Engagement will be based solely on Jones Walker's review of the terms and conditions of the existing bond documents and the form of any proposed agreement between JRA and the City provided to Jones Walker by counsel to JRA and the City.

As you may know, Jones Walker has previously served and in the future may serve as bond counsel in connection with the issuance of bonds by JRA. Jones Walker also currently represents and in the future may represent JRA and the City on various other unrelated matters.

Under the applicable Rules of Professional Conduct, Jones Walker may not oppose current clients, even on an unrelated matter, without the informed consent of the affected clients. In order for us to handle the Potential Engagement and to represent the City and JRA in matters unrelated to the above-referenced one, I am obligated to explain to you the pros and cons of consenting to a conflict waiver, and obtain your consent.

In deciding whether to consent, you should consider how Jones Walker's representation of the City and JRA in unrelated matters could or might affect our handling the Potential Engagement and/or such unrelated matters. For example, clients that are asked to waive or consent to conflicts typically consider whether there is any material risk that "their" attorney will be less zealous or eager on their behalf due to the conflict. Similarly, clients should consider whether there is any material risk that their confidential information will be used adversely to them due to the conflict. In the present case, we do not believe that there is a material risk of either type. Nevertheless, these are issues that you should consider.

Jones Walker will preserve the confidentiality of any non-public information concerning JRA, which it receives from JRA in this and unrelated matters and will not share such information with the City. Jones Walker will likewise maintain the confidentiality of any non-public information concerning the City which it receives from the City in this and unrelated matters and will not share such information with JRA.

If any litigation or arbitration, arises between the City and JRA with respect to the Proposed Engagement, Jones Walker agrees that it will not represent either the City or JRA in such litigation or arbitration.

If the foregoing is acceptable to you, **please sign where indicated below confirming our mutual understanding with respect to these matters.** If you have any questions or concerns about this letter, you may contact me directly via email or telephone.

Sincerely,



Aileen S. Thomas

AST/mmp

Agreed and accepted by:


CITY OF JACKSON, MISSISSIPPI

By: _____

Title: _____

Date: _____

JACKSON REDEVELOPMENT AUTHORITY

By: 

Title: Chairman

Date: 08/25/2023

June 28, 2023

Page 2

#101388268v1

June 28, 2023

City of Jackson, Mississippi
219 S. President Street
Jackson, MS 39201
Attn: Torri Martin, City Attorney

Jackson Redevelopment Authority
218 S. President Street
Jackson, MS 39201
Attn: Mary Ealey, Manager

Re: Conflict Waiver Request

Dear Ms. Martin and Ms. Ealey:

From time to time Jones Walker may be requested by the Jackson Redevelopment Authority ("JRA") or the City of Jackson, Mississippi (the "City") to provide advice concerning whether certain contractual arrangements proposed to be entered into between JRA and the City affecting property financed with bonds previously issued by JRA would be permissible under the bond documents governing such bonds ("Potential Engagement"). In connection with any Potential Engagement, JRA and the City acknowledge and agree that they will each have their own separate legal counsel in connection with any negotiations between them and will not be relying on any advice from Jones Walker in connection with such negotiations. Furthermore, JRA and the City acknowledge and agree that any advice provided by Jones Walker in connection with any Potential Engagement will be based solely on Jones Walker's review of the terms and conditions of the existing bond documents and the form of any proposed agreement between JRA and the City provided to Jones Walker by counsel to JRA and the City.

As you may know, Jones Walker has previously served and in the future may serve as bond counsel in connection with the issuance of bonds by JRA. Jones Walker also currently represents and in the future may represent JRA and the City on various other unrelated matters.

Under the applicable Rules of Professional Conduct, Jones Walker may not oppose current clients, even on an unrelated matter, without the informed consent of the affected clients. In order for us to handle the Potential Engagement and to represent the City and JRA in matters unrelated to the above-referenced one, I am obligated to explain to you the pros and cons of consenting to a conflict waiver, and obtain your consent.

190 East Capitol Street, Suite 800 | Jackson, MS 39201 | P.O. Box 427 | Jackson, MS 39205-0427
T: 601.949.4900 | F: 601.949.4804 joneswalker.com

#101388268v1

whether there is any material risk that their attorney will be less zealous or eager on their behalf due to the conflict. Similarly, clients should consider whether there is any material risk that their confidential information will be used adversely to them due to the conflict. In the present case, we do not believe that there is a material risk of either type. Nevertheless, these are issues that you should consider.

Jones Walker will preserve the confidentiality of any non-public information concerning JRA, which it receives from JRA in this and unrelated matters and will not share such information with the City. Jones Walker will likewise maintain the confidentiality of any non-public information concerning the City which it receives from the City in this and unrelated matters and will not share such information with JRA.

If any litigation or arbitration, arises between the City and JRA with respect to the Proposed Engagement, Jones Walker agrees that it will not represent either the City or JRA in such litigation or arbitration.

If the foregoing is acceptable to you, **please sign where indicated below confirming our mutual understanding with respect to these matters.** If you have any questions or concerns about this letter, you may contact me directly via email or telephone.

Sincerely,




Aileen S. Thomas

AST/mmp

Agreed and accepted by:

CITY OF JACKSON, MISSISSIPPI

By: 
Title: City Attorney
Date: 6/28/23

JACKSON REDEVELOPMENT AUTHORITY

By: _____
Title: _____
Date: _____

16

OFFICE OF THE CITY ATTORNEY
10/24/23

ORDER RATIFYING PAYMENT TO THE RGNP DIST. AND MISSISSIPPI STATE UNIVERSITY FOR THE ANNUAL LICENSING FEES FOR ASBESTOS INSPECTORS' COURSES FOR THE CODE ENFORCEMENT OFFICERS IN COMMUNITY IMPROVEMENT.

WHEREAS, Rgnp Dist. and Mississippi State University are both Mississippi accredited training providers that offer the certification and recertification for asbestos inspectors; and

WHEREAS, Rgnp Dist. and Mississippi State University are sources for educational programs and certification courses; and

WHEREAS, asbestos inspectors can receive training to get certified and recertified to survey, identify, and assess the condition of asbestos and asbestos containing material. The training also teaches how to collect bulk samples of asbestos material or suspected asbestos material for laboratory analysis.

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

WHEREAS, the asbestos inspection and assessment program is very crucial to the Community Improvement demolition process. Asbestos material or suspected asbestos contaminated material must be tested before demolition can begin on any city demolition project to ensure the health and safety and to stay within the guidelines of the Mississippi Department of Environmental Quality;

WHEREAS, the Department of Planning and Development represents that it will cost a Code Enforcement Officer to become and or maintain an Asbestos Inspector license, as follows:

Asbestos Inspection and Assessment Initial	\$620.00
Asbestos Inspection and Assessment Refresher	\$200.00

IT IS, THEREFORE, ORDERED that the governing authorities for the City of Jackson determine that Asbestos Inspector licenses fees are reasonable and necessary to the performance of the Code Enforcement Officers' duties and the licenses fees accrue to the benefit of the municipality, and any benefit to the Code Enforcement Officers' and the Department of Planning and Development is merely incidental.

IT IS FURTHER ORDERED that the Department of Planning and Development is authorized to pay the Rgnp Dist. and Mississippi State University for Code Enforcement Officers' Asbestos Inspector license fees in an amount not to exceed \$620.00 for the Initial course and \$200.00 for the Refresher course.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 10-12-2023

POINTS		COMMENTS
1. Brief Description/Purpose		ORDER RATYFING PAYMENT TO THE RGNP DIST. AND OR MISSISSIPPI STATE FOR THE LICENSING FEES ANUALLY FOR ASBESTOS INSPECTORS COURSES FOR THE CODE ENFORCEMENT OFFICERS IN COMMUNITY IMPROVEMENT.
2. Purpose		LICENSING FEES ANUALLY FOR ASBESTOS INSPECTORS COURSES
3. Who will be affected		City of Jackson
4. Benefits		
5. Schedule (beginning date)		Upon approval by Council
6. Location:		NA
<ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 		
7. Action implemented by:		Department of Planning and Development
<ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> <li style="padding-left: 100px;"><input type="checkbox"/> ▪ Consultant 		
8. COST		TO BE DETERMINED
9. Source of Funding		
<ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 		General Fund 00144470-6443

10	EBO participation	ABE _____%	WAIVER	yes ___	no
		___ N/A ___			
		AABE _____%	WAIVER	yes ___	no
		___ N/A ___			
		WBE _____%	WAIVER	yes ___	no
		___ N/A ___			
		HBE _____%	WAIVER	yes ___	no
		___ N/A ___			
		NABE _____%	WAIVER	yes ___	no
		___ N/A ___			

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Chloe Dotson, Director
Department of Planning and Development

DATE: October 12, 2023

RE: Ratifying payment to the rgnp dist. and or mississippi state for the licensing fees annually

The attached agenda item is to ratify payment to rgnp dist. and or mississippi state for licensing Fees annually for asbestos certification courses for Code Enforcement Officers within Communtiy Improvement.

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
10/18/23

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PAYMENT TO THE RGNP DIST. AND MISSISSIPPI STATE UNIVERSITY FOR THE ANNUAL LICENSING FEES FOR ASBESTOS INSPECTORS' COURSES FOR THE CODE ENFORCEMENT OFFICERS IN COMMUNITY IMPROVEMENT** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



10/18/23
Date

17

OFFICE OF THE CLERK
[Signature]

ORDER AUTHORIZING THE MAYOR TO APPROVE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR THE DEPARTMENT OF PLANNING AND DEVELOPMENT IN ORDER TO HIRE A CONSULTANT TO PROVIDE TECHNICAL AND CAPACITY BUILDING ASSISTANCE FOR THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PROGRAM REGULATIONS

WHEREAS, the City of Jackson Planning and Development Department uses HOME and CDBG funds to implement neighborhood service programs that build quality of life and provide resources and services for low to moderate income residents in the City of Jackson; and

WHEREAS, the City of Jackson Planning and Development Department intends select a consultant to provide technical assistance to improve staff capacity to more effectively management and operate HUD funded programming and projects through the Office of Housing and Community Development (OHCD) within the Planning Department; and

WHEREAS, BluLynx Solutions, LLC. has a principal office located at 8343 Roswell Road Suite 154 Atlanta, GA 30350; and

WHEREAS, the City of Jackson Planning and Development Department will use funds to secure BluLynx Solutions, LLC to provide HUD program monitoring, internal monitoring, case management and general technical assistance services for a total of five hundred and thirty (530) hours not to exceed the amount of sixty-nine thousand four hundred and thirty (\$69,430.00) as outlined below; and

TASK NO.	SERVICE DESCRIPTION	PERSON PERFORMING TASK	HOURLY RATE	NO. OF HOURS SPENT ON CDBG PROJECT	NO. OF HOURS SPENT ON HOME PROJECT	TOTAL HOURS	TOTAL COST
1	Conduct Internal Monitoring and Compliance	Principal	\$131.00	20	20	40	\$ 5,240.00
2	Conduct Program Monitoring of Sub recipients and HUD Monitoring	Principal	\$131.00	40	30	70	\$ 9,170.00
3	Provide Project Management & Implementation Services for CDBG/HOME Projects	Principal	\$131.00	25	25	50	\$ 6,550.00
4	Prepare CAPER & Required Reporting	Principal	\$131.00	20	20	40	\$ 5,240.00
5	Prepare City's Five-Year Consolidated Plan/ Action Plan	Principal	\$131.00	140	140	280	\$36,680.00
6	Provide General Consulting and Technical Assistance	Principal	\$131.00	25	25	50	\$ 6,550.00
TOTAL				270	260	530	\$69,430.00

IT IS, THEREFORE, ORDERED, that the mayor is authorized to approve a purchase order for BluLynx Solutions, LLC. to provide technical and capacity building assistance for HUD funded programming and projects in the OHCD within the City of Jackson Planning and Development Department as outlined; and

IT IS FURTHER ORDERED, that the amount expended to BluLynx Solutions, LLC. will be paid for from HUD funds budgeted to the City of Jackson Planning and Development Department.

Agenda Item #17
 October 24, 2023
 Dotson, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

	POINTS	COMMENTS																																																												
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO APPROVE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR THE DEPARTMENT OF PLANNING AND DEVELOPMENT IN ORDER TO HIRE A CONSULTANT TO PROVIDE TECHNICAL AND CAPACITY BUILDING ASSISTANCE FOR THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PROGRAM REGULATIONS																																																												
2.	Purpose	Housing and Community Development																																																												
3.	Who will be affected	City of Jackson																																																												
4.	Benefits																																																													
5.	Schedule (beginning date)	Upon approval by Council																																																												
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Low and moderate income areas																																																												
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Planning and Development																																																												
8.	COST	\$69,430.00																																																												
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 																																																													
10	EBO participation	<table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 25%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">___</td> <td style="width: 25%;">no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A					AABE	_____ %	WAIVER	yes	___	no	___	N/A					WBE	_____ %	WAIVER	yes	___	no	___	N/A					HBE	_____ %	WAIVER	yes	___	no	___	N/A					NABE	_____ %	WAIVER	yes	___	no	___	N/A				
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M E M O R A N D U M

TO: Mayor Chokwe A. Lumumba

FROM: Chloe Dotson, Director
Department of Planning and Development

DATE: October 5, 2023

RE: Agenda Item for October 24, 2023

The City of Jackson Planning and Development Department will use funds to secure BluLynx Solutions, LLC to provide HUD program monitoring, internal monitoring, case management and general technical assistance services for a total of five hundred and thirty (530) hours not to exceed the amount of sixty-nine thousand four hundred and thirty (\$69,430.00) as outlined below.

TASK NO.	SERVICE DESCRIPTION	PERSON PERFORMING TASK	HOURLY RATE	NO. OF HOURS SPENT ON CDBG PROJECT	NO. OF HOURS SPENT ON HOME PROJECT	TOTAL HOURS	TOTAL COST
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6	Provide General Consulting and Technical Assistance	Principal	\$131.00	25	25	50	\$ 6,550.00
TOTAL				270	260	530	\$69,430.00

Should you have any questions or need additional information, please let me know.

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
10/18/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO APPROVE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR THE DEPARTMENT OF PLANNING AND DEVELOPMENT IN ORDER TO HIRE A CONSULTANT TO PROVIDE TECHNICAL AND CAPACITY BUILDING ASSISTANCE FOR THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PROGRAM REGULATIONS** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney* _____



10/18/23
Date

LIST OF AVAILABLE CONSULTING SERVICES

1. Prepare Annual Action Plan Submission to HUD

- Undertake necessary grant planning activities related to CDBG/HOME to include preparation and development of the City's Annual Action Plans, identification of proposed objectives, budgets, planning research and completion of final document for submission to IDIS.
- Ensure Citizen Participation Plan updates annually with Annual Action Plan.
- Conduct all public hearings and postings related to Annual Action Plan.
- Undertake necessary grant planning activities related to facilitation of applications.

2. Conduct Internal Monitoring and Compliance

- Conduct internal monitoring to ensure compliance with all applicable CDBG/HOME federal, State, local laws including, and City regulations and policies.
- Coordinate with City staff to gather all necessary documentation for CDBG/HOME program monitoring and audit preparation.
- Monitor all project activity to ensure compliance
- Review change orders for compliance
- Review project amendments for compliance
- Monitor files for Davis-Bacon (prevailing wages) and HUD/Section 3 compliance for construction projects

3. Conduct Program Monitoring of Subrecipients and HUD Monitoring

- Assist City in annual monitoring of Subrecipient performance and compliance.
- Ensure that CDBG/HOME funds are used in accordance with all program requirements.
- Assist City in developing a monitoring plan at the beginning of the program year to effectively match available resources with the needs and capacity of subrecipients.
- Prepare risk assessments for CDBG/HOME subrecipients to easily identify which subrecipients require comprehensive monitoring.
- Ensure the City's monitoring process examines the correct items for the activity area in question, as well as to promote thoroughness and consistency in monitoring.

4. Provide Case Management & Implementation Services for CDBG/HOME Projects

- Review contract documents.
- Monitor contractor performance for timeliness and quality.
- Perform debarment checks for prime contractors and all subcontractors.
- Review final change order documentation.

- Prepare documents for administrative/financial close out.
- Review final construction documentation.
- Ensure file documentation and organization by client for each project.
- Assistance with procurement, selection and award of contracts for construction and/or professional services.

5. Prepare CAPER, Annual Applications, & Required Reporting

- Prepare and complete U.S. Department of Housing and Urban Development (HUD) CAPER, Annual Applications, and required reports and documents.
- Assist City in establishing and maintaining one Section 3 plan and appropriate reports.
- Assist City in preparing Semi-Annual reports to include Minority Business Reports and Labor Reports.
- Prepare and submit for approval CDBG/HOME Amendments reports in IDIS as necessary and conduct public hearings if required.

6. Prepare City's Five-Year Consolidated Plan

- Ensure the Five-Year Consolidated Plan incorporates a Comprehensive Housing Affordability Strategy [CHAS] with the most recent Census data.
- Coordinate with the City to establish annual grant priorities and recommended budgets.
- Assess and update, if necessary, the City's Citizen Participation Plan to ensure strict compliance with the citizen participation processes and procedures.
- Follow regulations set forth by Title 24 CFR Part 91 et seq., and, in accordance with instructions prescribed by HUD for preparation of all Plans.
- Upon completion, we will coordinate with the City's staff to submit final documents into IDIS.
- Review all HUD comments related to the City's planning documents and prepare response letters as required.

7. Provide General Consulting and Technical Assistance

- Provide CDBG/HOME general consulting and advisory services throughout the term of the contract relative to management practices.
- Provide assistance in compiling eligibility documentation in accordance with CDBG/HOME regulations for funded projects, including National Objective determinations.
- Provide assistance in preparing or revising written CDBG/HOME procedures manual outlining implementation procedures.

BluLynx Solutions, LLC

- Provide necessary CDBG Training for various topics to include: Procurement, Davis Bacon, IDIS, Section 3, Environmental, etc.
- Conduct HOME Underwriting for all HOME-assisted projects

ESTIMATED COST OF SERVICES:

BluLynx can perform CDBG/HOME grant administration services for total annual fee of **\$69,430.00** or perform any of the services listed above at an hourly fee of **\$131 per hour**. BluLynx Solutions fixed price includes cost of staff to oversee, manage, and perform the specified services.

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TOTAL				270	260	530	\$69,430.00

18

ORDER AUTHORIZING THE OFFICE OF PLANNING AND DEVELOPMENT TO PAY ALL PROFESSIONAL ASSOCIATION DUES AND TRAVEL-RELATED EXPENSES FOR VARIOUS ORGANIZATIONS, AND ALL FEES ASSOCIATED WITH REPRESENTING THE CITY OF JACKSON AND ITS EMPLOYEES AS IT IS REASONABLE AND NECESSARY TO THE PERFORMANCE OF THE OFFICE OF PLANNING AND DEVELOPMENT DUTIES.

OFFICE OF THE CITY CLERK
CITY OF JACKSON
10/24/23

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, the Department of Planning and Development pays annual dues, fees and registrations to the following organizations:

1. American Planning Association
2. American Public Transportation Association
3. Central MS Planning and Development District
4. FTA
5. Housing Opportunities for Persons with Aids (HOPWA)
6. International Code of Council
7. International Council of Shopping Centers
8. International Economic Development Council
9. Middle MS Building Official
10. Minority Transportation Officials
11. MLS Realtors
12. MS Affordable Housing
13. MS Department of Archives
14. MS Department of Environmental Quality
15. MS Economic Development Council
16. MS Public Transportation Association
17. MS State University (Asbestos Assessments)
18. National Community Development Association
19. National Community Reinvestment Coalition
20. National Fair Housing Alliance
21. National League of Cities
22. Small Business Development Center

WHEREAS, various seminars, conferences, workshops, and other educational programs are held from time to time that requires travel; and

WHEREAS, there is no authority to pay travel-related expenses prior to the approval by the governing authorities; therefore, the Department of Planning and Development requests the authority to pay in an amount that 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 Department of Planning and Development's duties and responsibilities and related to the above-referenced professional organizations; and

WHEREAS, the Office of Planning and Development request the authority to pay necessary invoices for the above referenced organizations; and

Agenda Item #18
October 24, 2023
Dotson, Lumumba

IT IS, THEREFORE, ORDERED that the governing authorities find it necessary to authorize the Office of Planning and Development to pay dues, fees and registrations to the above referenced organizations; and

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 Office of Planning and Development for the city of Jackson and the memberships accrue to the benefit of the municipality; and

IT IS, FURTHER, ORDERED that the governing authorities find it necessary and proper to authorize the Office of Planning and Development to pay professional association dues and travel-related expenses that 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 Office of Planning and Development'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 Office of Planning and Development the authority to pay necessary invoices for the above referenced organizations.

Item # _____
Agenda Date _____
By: Dotson, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

POINTS	COMMENTS																																																												
1. Brief Description/Purpose	AUTHORIZING THE OFFICE OF PLANNING AND DEVELOPMENT TO PAY ALL PROFESSIONAL ASSOCIATION DUES AND TRAVEL-RELATED EXPENSES FOR VARIOUS ORGANIZATIONS, AND ALL FEES ASSOCIATED WITH REPRESENTING THE CITY OF JACKSON AND ITS EMPLOYEES AS IT IS REASONABLE AND NECESSARY TO THE PERFORMANCE OF THE OFFICE OF PLANNING AND DEVELOPMENT DUTIES.																																																												
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8. COST																																																													
9. Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 																																																													
10 EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 25%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">___</td> <td style="width: 25%;">no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td>___</td> <td></td> <td></td> <td></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td>___</td> <td></td> <td></td> <td></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td>___</td> <td></td> <td></td> <td></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td>___</td> <td></td> <td></td> <td></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td>___</td> <td></td> <td></td> <td></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___				AABE	_____ %	WAIVER	yes	___	no	___	N/A	___				WBE	_____ %	WAIVER	yes	___	no	___	N/A	___				HBE	_____ %	WAIVER	yes	___	no	___	N/A	___				NABE	_____ %	WAIVER	yes	___	no	___	N/A	___			
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MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Chloe Dotson, Director
Department of Planning and Development

DATE: September 28, 2023

RE: Agenda Item for October 10, 2023

The attached agenda item is to authorize the Office of Planning and Development to pay all professional association dues and travel related expenses for various organizations, and all fees with representing the City of Jackson and its employees as it is reasonable and necessary to the performance of the Office of Planning and Development's duties.

Should you have any questions or need additional information, please let me know.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE OFFICE OF PLANNING AND DEVELOPMENT TO PAY ALL PROFESSIONAL ASSOCIATION DUES AND TRAVEL-RELATED EXPENSES FOR VARIOUS ORGANIZATIONS, AND ALL FEES ASSOCIATED WITH REPRESENTING THE CITY OF JACKSON AND ITS EMPLOYEES AS IT IS REASONABLE AND NECESSARY TO THE PERFORMANCE OF THE OFFICE OF PLANNING AND DEVELOPMENT DUTIES** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



10/18/23
Date

19

ORDER RATIFYING PROCUREMENT OF STAFFING SERVICES FROM STAFFMARK AND AUTHORIZING PAYMENT

WHEREAS, the Water-Sewer Utilities Division of the Department of Public Works had need of staff at the O.B. Curtis Water Treatment Plant during fiscal year 2022; and

WHEREAS, the City Council previously ratified by its April 13, 2022 Order the procurement of staff through a staffing agency, Staffmark, to supply staff as necessary at the O.B. Curtis Water Treatment Plant from November 1, 2021 through March 13, 2022, and authorized a contract with Staffmark to supply staff for a term of March 14, 2022 through September 30, 2025; and

WHEREAS, the City Council's order ratifying the procurement and authorizing payment did not include an invoice for the week ending October 31, 2021 because it was not provided to the Department of Public Works administration for payment; and

WHEREAS, Burt and Associates, a collection agency, contacted the City by email on September 25, 2023, stating that it was attempting to collect payment for the Staffmark invoice in the amount of \$9,791.75; and

WHEREAS, Burt and Associates has now provided an invoice in the original amount of the cost of the temporary personnel in the amount of \$7,833.40, copy of which is attached hereto, and an invoice for the collection costs in the amount of \$1,958.35, which is a charge of 25% of the amount owed, a copy of which is attached hereto; and

WHEREAS, the Department of Public Works has reviewed the invoice for the temporary staff and determined that the staffing services were provided; and

WHEREAS, the Department of Public Works, after reviewing the circumstances and determining that the omission of the invoice for the week ending October 1, 2021 from the April 13, 2022 Order was an oversight, recommends the payment of the collection fee; and

WHEREAS Staffmark has provided the City with email correspondence stating that it has authorized Burt and Associates to collect the funds owed Staffmark by the City; and

WHEREAS, Burt and Associates has directed the City to make payment to Rising Data Texas, LLC.

IT IS, THEREFORE, ORDERED that procurement of staffing services from Staffmark at the O.B. Curtis Water Treatment Plant, for the week ending October 31, 2021, is hereby ratified.

IT IS FURTHER ORDERED that payment to Rising Data Texas, LLC in the amount of \$9,791.75, consistent with the attached invoices, is authorized.

Agenda Item: # 19
October 24, 2023
R. Lee, Lumumba



INVOICE

Bill To:

City Of Jackson
 Annette Hill
 OB Curtis Water Treatment Plant
 100 OB Curtis Dr
 Ridgeland MS 39157

Customer Number: 1025900
 Department:
 Invoice No: 15999688
 Invoice Date: 11/5/2021
 Amount Due: 7,833.40 USD
 Page: 1

Please reach out to your local branch with any questions concerning this invoice

W/E	Employee	Description	Unit	Hours	Rate	Net Amount
10/31/21	Bennett, Robert Ledell Montreal	GENERAL LABOR	Regular	40.00	15.73	629.20
10/31/21	Bennett, Robert Ledell Montreal	GENERAL LABOR	Overtime	23.00	23.60	542.80
10/31/21	Clayborne, Alexander S	GENERAL LABOR	Regular	40.00	15.73	629.20
10/31/21	Clayborne, Alexander S	GENERAL LABOR	Overtime	17.00	23.60	401.20
10/31/21	Johnson, Franklin N	GENERAL LABOR	Regular	40.00	16.45	658.00
10/31/21	Johnson, Franklin N	GENERAL LABOR	Overtime	32.00	24.67	789.44
10/31/21	Jones, Patrick D	GENERAL LABOR	Regular	40.00	15.73	629.20
10/31/21	Jones, Patrick D	GENERAL LABOR	Overtime	19.00	23.60	448.40
10/31/21	Nelson III, Holsey Jr.	GENERAL LABOR	Regular	40.00	25.74	1,029.60
10/31/21	Nelson III, Holsey Jr.	GENERAL LABOR	Overtime	44.00	38.61	1,698.84
10/31/21	Robinson, Talbot casey	GENERAL LABOR	Regular	24.00	15.73	377.52

Regular Hours
224.00
Regular Amount
3952.72

Over Time Hours
135.00
Over Time Amount
3880.68

Other Hours
0.00
Other Amount
0.00

Total Hours
359.00
Total Amount
7833.40

Subtotal: 7,833.40

TOTAL AMOUNT DUE: \$ 7,833.40

Please Detach and Return this portion with your remittance.



Amount Due: \$ 7,833.40
 Payment Terms: NET UPON RECEIPT

Amount Remitted: \$ _____

Invoice No: 15999688
 Invoice Date: 11/5/2021
 Customer Number: 1025900

Please Remit To:

Bill To:

City Of Jackson
 Annette Hill
 OB Curtis Water Treatment Plant
 100 OB Curtis Dr
 Ridgeland MS 39157

Check Payable to: STAFFMARK
 ATTN: JP Morgan (Non-disbursement)
 PO Box 734575
 Chicago IL 60673-4575

PeopleSoft BI
INVOICE PRINT SUMMARY - SELECTED BILLS

Report ID: XSMSTANDRD
Report Action: INVOICE

Run Date: 01 September 2023
Run Time: 08:44:20

Business Unit	Cust ID	Cust Name	Number of Bills	Total Invoice Amount	Currency
SUS10	1025900	City Of Jackson	1	7,833.40	USD

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 17, 2023
DATE

P O I N T S		C O M M E N T S				
1.	Brief Description/Purpose	ORDER RATIFYING PROCUREMENT OF SERVICES FROM STAFFMARK AND AUTHORIZING PAYMENT				
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation				
3.	Who will be affected	Staffmark will receive payment for the staff is provided				
4.	Benefits	Prevents a lawsuit and additional costs to the City				
5.	Schedule (beginning date)	Ratification upon Council approval				
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A				
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> ▪	City of Jackson, Department of Public Works, Engineering Division				
8.	COST	\$9,791.75				
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>					
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER WAIVER WAIVER WAIVER WAIVER	yes ___ yes ___ yes ___ yes ___ yes ___	no ___ no ___ no ___ no ___ no ___	N/A ___ N/A ___ N/A ___ N/A ___ N/A ___

Revised 2-04



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E.
Interim Director and City Engineer

Date: October 17, 2023

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda ratifying procurement of temporary staff through a staffing agency for the O.B. Curtis Water Treatment Plant. This situation arose originally because the City was not able to directly employ the necessary workers to maintain and operate the plant.

Previously, on April 13, 2022, the City Council ratified procurement of staff for both City water treatment plants from November 1, 2021 through March 13, 2022, authorized payment, and authorized a contract with Staffmark. The April 13, 2022 Order did not include the present invoice for staff provided for the week ending October 31, 2021.

The City was contacted by email on September 25, 2023 about this outstanding invoice by Burt and Associates, a collection agency. Burt and Associates sought payment of the invoice amount of \$7,833.40, in addition to a collection fee of 25% of the outstanding balance, an amount of \$1,958.35. The total amount demanded is \$9,791.75. Burt and Associates provided email correspondence from Staffmark documenting that it had retain Burt and Associates to collect the outstanding invoice. Burt and Associates has directed the City to make payment to Rising Data Texas, LLC.

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

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1709
Facsimile: (601) 960-1756

RECEIVED
CITY ATTORNEY
10/18/23

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PROCUREMENT OF STAFFING SERVICES FROM STAFFMARK AND AUTHORIZING PAYMENT** is legally sufficient for placement in NOVUS Agenda.



CATORIA F. MARTIN, CITY ATTORNEY
Terry Williamson, *Legal Counsel*



10/18/23

DATE

20

ORDER RATIFYING PROCUREMENT OF TRAFFIC SIGNAL REPAIR WORK AT TERRY ROAD AND COLONIAL DRIVE FROM POWELL CONSTRUCTION SERVICES, INC. AND AUTHORIZING PAYMENT TO SAID VENDOR

OFFICE OF THE CITY ATTORNEY
10/18/2023

WHEREAS, the traffic signal cabinet at Terry Road and Colonial Drive, which was installed in 1979, suffered a failure that could not be repaired resulting in the signal no longer functioning; and

WHEREAS, the Powell Construction Services, Inc., which is a subcontractor on a resurfacing project on Terry Road, had a good, used traffic signal cabinet in their inventory that could be installed at the intersection to bring it back into service; and

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

WHEREAS, the repair work set forth in the invoice attached hereto has been completed.

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

Vendor	Invoice No.	Invoice Date	Amount
Powell Construction Services, Inc.	4143	9/26/2023	\$ 7,995.00

Item # 20
Date: October 24, 2024
By: R. Lee, Lumumba



Powell Construction Service's Inc.

****Helping the State of Mississippi to Direct and Light our Future****

15461 Northrup Cuevas Rd Gulfport, Ms. 39503 Fax:(888) 611-8858/Cell:(228) 217-8041

E-mail: trafficlight2001@aol.com

Job: **0603** Used Traffic Signal Cabinet
To: City of Jackson Department of Public Works
200 S President St Room 424
Jackson, Ms 39205

PSC Inc. Invoice : **4143**
Contact Person: **Robert Lee**
Purchase Order Number: **Verbal**
Week Ending: **9/30/2023**
Billed out: **9/26/2023**

Office #1: 601-960-1651 #2: N/A
Fax #1: 601-960-1356 #2: N/A
Contact: Robert Lee Cell: 601-519-5008

Total Amount Due: \$ **7,995.00**
Project Complete: **Yes**

Weekly Labor and Equipment Report Week Ending

Description of Work: Traffic Signal Maintenance Date Worked: 9/19/23
PCS installed a good used cabinet at Terry Rd.

Week ending:	9/30/23	TOTAL LABOR & Equipment CHARGES	\$	7,995.00
		SUB TOTAL	\$	7,995.00
		NEW MATERIALS	\$	-
		USED MATERIALS	\$	-
		TOTAL FUEL & MISC. CHARGES	\$	-
		SUB TOTAL	\$	-
	0.0%	CONTRACTORS OR SALES TAX	\$	-
		GRAND TOTAL	\$	7,995.00

Special Note: If the final billing exceeds \$10,000 than PCS Inc. will file for an MPC Tax Certificate and 3.5% Contractors tax will have to be added to final billing. This is required by State Law for City and State Municipalities.

Project is complete. Please make checks payable to **Powell's Construction Service's Inc.**

Thank you for your business and look forward to working with you again!

Phillip I need a PO for this invoice before I can mail it out. You can e-mail the PO to trafficlight2001@aol.com or fax to 888-611-8858.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET October 17, 2023

DATE

POINTS		COMMENTS						
1.	Brief Description/Purpose	ORDER RATIFYING PROCUREMENT OF TRAFFIC SIGNAL REPAIR WORK AT TERRY ROAD AND COLONIAL DRIVE FROM POWELL CONSTRUCTION SERVICES, INC. AND AUTHORIZING PAYMENT TO SAID VENDOR						
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	6. Infrastructure & Transportation						
3.	Who will be affected	Department of Public Works						
4.	Benefits	Authorize payment for traffic signal repair work rendered						
5.	Schedule (beginning date)	Upon Council Approval						
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Terry Rd at Colonial Dr (Ward 5/7)						
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Public Works						
8.	COST	\$ 7,995.00						
9.	Source of Funding <ul style="list-style-type: none"> ▪ Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	001 44820 6826 (FY23)						
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

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E.
City Engineer & Interim Director

Date: October 12, 2023

Subject: Agenda Item for City Council Meeting

Attached, you will find an agenda item authorizing payment to Powell Construction Services, Inc. for traffic signal repair work at Terry Road and Colonial Drive. The traffic signal cabinet, which dates to 1979, completely failed resulting in the signal going dark (not flashing). The company that made the cabinet has been out of business for many years, and the cabinet was beyond repair. New traffic signal cabinets currently have a 9-month lead time. The signal could not be left dark for the majority of a year due to safety concerns.

Powell Construction Services, which is the subcontractor on the Terry Road resurfacing project, had in stock a recent model used cabinet that is the same manufacturer as most of the other cabinets in use. Powell Construction Services provided and installed the late model used cabinet at Terry Road and Colonial Drive and invoiced the City for the replacement of the cabinet.

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


Office of the City Attorney


455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-5709
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
9/18/23

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PROCUREMENT OF TRAFFIC SIGNAL REPAIR WORK AT TERRY ROAD AND COLONIAL DRIVE FROM POWELL CONSTRUCTION SERVICES, INC. AND AUTHORIZING PAYMENT TO SAID VENDOR** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, Legal Counsel 

16/18/23

DATE

21

ORDER RATIFYING PROCUREMENT OF REPAIRS TO EQUIPMENT FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS

SE OF THE C...
10/18/23
R. Lee, Lumumba

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

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

WHEREAS, the repairs to equipment set forth in certain invoices attached hereto have been completed; 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 parts or equipment, or any needed services from these vendors; and

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

United Plumbing	\$658.00
Backflow Solutions, Inc.	\$750.00
Johnson Controls	\$5,498.80
Glass Plus, Inc.	\$690.00
Jackson Door & Sash	\$175.00
Total	\$7,771.80

Agenda Item #21
October 24, 2023
R. Lee, Lumumba

001.456.10.6 001.453.00.6461

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
Hood Bldg
200 South President Street
Jackson, MS, 39201

INVOICE # 1013821-1

DATE 10/10/2023

DUE DATE 11/09/2023

TERMS Net 30

P.O. NUMBER

77240016

SALES REP

Chuck & Shane

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/10/2023	Service Call	Repair	2	108.00	216.00T

Hood Bldg
200 South President Street
Jackson, MS, 39201
Repair leak on lavatory faucet
Recommend faucet be replaced

SUBTOTAL	216.00
TAX	0.00
TOTAL	216.00
BALANCE DUE	\$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.

001.441.70.6461

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
Firestation #12
2435 McFadden Road
Jackson, MS, 39204

INVOICE # I013747-1**DATE** 09/29/2023**DUE DATE** 10/29/2023**TERMS** Net 30**P.O. NUMBER**

77240008

SALES REP

Shawn & Johnson

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/02/2023	Custom	UnitedPlumb0684 - SERVICE CALLS - SERVICE CALLS STRAIGHT TIME	2	108.00	216.00T
10/02/2023	Custom	Parts and materials	1	10.00	10.00T

FS12

Replaced vacuum breaker for toilet in captains quarters bathroom.
Tested and no leaks

SUBTOTAL

226.00

TAX

0.00

TOTAL

226.00

BALANCE DUE**\$226.00****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.

001 4.56.10.6317

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
4225 Michael Avalon Street
Jackson, MS, 39213

INVOICE # 1013820-1

DATE 10/06/2023

DUE DATE 11/05/2023

TERMS Net 30

P.O. NUMBER

77240013

SALES REP

Chuck & Shane

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/06/2023	Service Call	Repair	2	108.00	216.00T

4225 Michael Avalon Street
Jackson, MS, 39213

Auger out (2) toilet in men's bathroom downstairs
Toilet in middle stall needs to be replaced there is something stuck in
it
(2)toilet or flushing good (1) is not
No Warranty

SUBTOTAL	216.00
TAX	0.00
TOTAL	216.00
BALANCE DUE	\$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.

77230828

bsiOnline

Backflow Solutions, Inc.

PAST DUE
P.O. Box 246
North, IL 60482

Invoice # 7317
Invoice Date 7/20/2022
Due Date 8/19/2022
Net 30

BILL TO

City of Jackson
Finance Division
P.O. Box 17
Jackson MS 39201

SHIP TO

Jatran
1785 Hwy 80
Jackson, MS 39201

PO #

DESCRIPTION	RATE	QUANTITY	AMOUNT
Trip Charge	150.00	1	150.00
Repair Parts	225.00		225.00
Labor Charge	100.00	3	300.00
Test Only Certification for 1/2" to 10"	75.00	1	75.00

Accounts Payable 630-389-6817
accounting@backflow.com

WE ACCEPT ALL MAJOR CREDIT CARDS
THANK YOU FOR YOUR BUSINESS!

Total

\$750.00



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #:	1-131296559574	Invoice Date:	10/10/2023
PO #/Auth:	77240015	Service Request:	1-131285851892
Customer WO#:		SR Type:	L&M
Customer Acct:	1032969	Branch Name:	JOHNSON CONTROLS GULF COAST CB - 0N52

Bill To:
 CITY OF JACKSON
 DEPARTMENT OF MAINT
 658 S JEFFERSON ST
 JACKSON MS 39205

Service Site:
 THALIA MARA HALL
 255 E PASCAGOULA ST ,
 JACKSON MS 39201-4115

Contractor/License Information :

Requested By: Angie Ladner
Phone: 5129705757

Service Requested:

PO #: NA
 WO #: NA
 Due: 10/7/23 EMG
 Desc: Customer needs assistance adjusting the temperature, they have a show tonight.
 Svc Hrs: 24/7
 Access requirements: Call Angie with ETA, no COVID-19 requirements.
 Contact: Angie Ladner (512) 970-5757
 Caller: Angie Ladner (512) 970-5757

Service Provided:

Resel boiler and adjusted zone temp set point for stage
 Thank you for your business.

Qty	Description	UOM	Unit Price	Sub Total	Tax	Net Price
Labor						
4	10/07/2023 Overtime Controls	Hour	\$342.00	\$1,368.00	\$0.00	\$1,368.00
Sub-Total				\$1,368.00	\$0.00	\$1,368.00
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						
50	Mileage	Each	\$1.84	\$92.00	\$0.00	\$92.00
Sub-Total				\$92.00	\$0.00	\$92.00
Invoice Sub-Total						\$1,540.00
Sales Tax						\$0.00
Total Due					USD	\$1,540.00

Direct Billing Inquiries: (866) 867-3608

Terms: Unless otherwise agreed in the contract between Johnson Controls and Customer, payment shall be due full upon receipt, and interest shall be due at a rate of 1.5% per month (18% annually) on invoices not timely paid along with any other recoverable costs of collection.

Disposable, Environmental & Usage (DEU) fee listed on this invoice may include charges for one or more of the following miscellaneous: Electrical, pneumatic, welding supplies, hardware materials, cleaning supplies, or refrigerant reclaim disposal. A lump sum charge was applied rather than itemize.



JOHNSON CONTROLS
 Building Efficiency
 Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #:	1-131248231078	Invoice Date:	10/11/2023
PO #/Auth:	77240009	Service Request:	1-129885562806
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: Andrew Burns
Phone: 6015599899

Service Requested: Andy called. They are freezing need to check boilers

Service Provided: Checked boilers at site and found both tripping off, started tracing down problems with both boilers. Cleaned flame rod and flame control, will finish repair on 6-13
 Found boiler out on alarm, checked alarm code and traced down problem with flame rod and flame eye. Cleaned flame sensor and flame eye on # 2 boiler and restarted and observed operation and boiler cycling.
 Thank you for your business.

Qty	Description	UOM	Unit Price	Sub Total	Tax	Net Price
Labor						
4	07/14/2023 Regular Mechanical Heavy	Hour	\$156.00	\$624.00	\$0.00	\$624.00
8	07/13/2023 Regular Mechanical Heavy	Hour	\$156.00	\$1,248.00	\$0.00	\$1,248.00
6	07/12/2023 Regular Mechanical Heavy	Hour	\$156.00	\$936.00	\$0.00	\$936.00
2	07/11/2023 Regular Mechanical Heavy	Hour	\$156.00	\$312.00	\$0.00	\$312.00
Sub-Total				\$3,120.00	\$0.00	\$3,120.00
Fees						
1	Consumable Materials	Each	\$40.00	\$40.00	\$0.00	\$40.00
2	Disposal, Environmental & Usage Charge	Each	\$45.00	\$90.00	\$0.00	\$90.00
3	Fuel Surcharge Adjustment	Each	\$35.00	\$105.00	\$0.00	\$105.00
1	Cleaning Supplies	Each	\$5.00	\$5.00	\$0.00	\$5.00
Sub-Total				\$240.00	\$0.00	\$240.00
Mileage						
30	Mileage	Each	\$1.84	\$55.20	\$0.00	\$55.20
Sub-Total				\$55.20	\$0.00	\$55.20
Invoice Sub-Total					\$3,415.20	
Sales Tax					\$0.00	
Total Due					USD	\$3,415.20

Direct Billing Inquiries: (866) 867-3608

Terms: Unless otherwise agreed in the contract between Johnson Controls and Customer, payment shall be due full upon receipt, and interest shall be due at a rate of 1.5% per month (18% annually) on invoices not timely paid along with any other recoverable costs of collection.



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #:	1-131248231078	Invoice Date:	10/11/2023
PO #/Auth:	77240009	Service Request:	1-129885562806
Customer WO#:		SR Type:	L&M
Customer Acct:	1032989	Branch Name:	JOHNSON CONTROLS GULF COAST CB - 0N52

Disposable, Environmental & Usage (DEU) fee listed on this invoice may include charges for one or more of the following miscellaneous: Electrical, pneumatic, welding supplies, hardware materials, cleaning supplies, or refrigerant reclaim disposal. A lump sum charge was applied rather than itemizing usage.

We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof.

Please reference the invoice number and amount with all payments. Remit to only the address below.

Payment Terms: NET 30
Direct Billing Inquiries
To Service Department: (866) 867-3808

To Remit Via Credit Card:
 Call the phone number listed above.
INVOICE#: 1-131248231078

AMOUNT DUE: USD \$3,415.20

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



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #: 1-131226580634 **Invoice Date:** 10/18/2023
PO #/Auth: 77230829 **Service Request:** 1-131185346526
Customer WO#: **SR Type:** L&M
Customer Acct: 1032969 **Branch Name:** JOHNSON CONTROLS GULF COAST CB - 0N52

Bill To:
CITY OF JACKSON
DEPARTMENT OF MAINT
658 S JEFFERSON ST
JACKSON MS 39205

Service Site:
THALIA MARA HALL
255 E PASCAGOULA ST ,
JACKSON MS 39201-4115

Contractor/License Information :

Requested By: Angie Ladner
Phone: 5129705757

Service Requested: Angie called it's freezing in the building.

Service Provided: Arrived onsite. Spoke with Angie. Found both boilers tripped off on low water. I checked the pump and it was running. I reset both boilers and both of them came back on. I watched them and after a few minutes both of them were back to making the correct water temp
Thank you for your business.

Qty	Description	UOM	Unit Price	Sub Total	Tax	Net Price
Labor						
2.5	09/19/2023 Regular Mechanical Heavy	Hour	\$156.00	\$390.00	\$0.00	\$390.00
Sub-Total				\$390.00	\$0.00	\$390.00
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						
40	Mileage	Each	\$1.84	\$73.60	\$0.00	\$73.60
Sub-Total				\$73.60	\$0.00	\$73.60
Invoice Sub-Total						\$543.60
Sales Tax						\$0.00
Total Due					USD	\$543.60

Direct Billing Inquiries: (866) 867-3608

Terms: Unless otherwise agreed in the contract between Johnson Controls and Customer, payment shall be due full upon receipt, and interest shall be due at a rate of 1.5% per month (18% annually) on invoices not timely paid along with any other recoverable costs of collection.

Disposable, Environmental & Usage (DEU) fee listed on this invoice may include charges for one or more of the following miscellaneous: Electrical, pneumatic, welding supplies, hardware materials, cleaning supplies, or refrigerant reclaim disposal. A lump sum charge was applied rather than itemizing usage.

We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof.



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #:	1-131226580634	Invoice Date:	10/18/2023
PO #/Auth:	77230829	Service Request:	1-131185346526
Customer WO#:		SR Type:	L&M
Customer Acct:	1032969	Branch Name:	JOHNSON CONTROLS GULF COAST CB - 0N52

Please reference the invoice number and amount with all payments. Remit to only the address below.

Payment Terms: NET 30

Direct Billing Inquiries

To Service Department: (866) 867-3608

To Remit Via Credit Card:

Call the phone number listed above.

INVOICE#: 1-131226580634

AMOUNT DUE: USD \$543.60

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

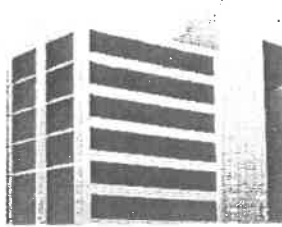
Glass Plus, llc

100 Beaver Run Dr
Brandon, MS 39047
glassplusl@att.net

Glass Plus LLC

Wes Hawkins
President

601.981.3182
601.981.3163
3167 Northview Dr.
Jackson, MS 39206
glassplusllc@att.net
www.glassplusms.com



INVOICE

BILL TO
City of Jackson
200 South President St
P O Box 17
Jackson, Ms 39205

INVOICE 23829
DATE 09/28/2023
TERMS Net 30
DUE DATE 10/28/2023

P.O. NUMBER
PO# ~~77230799~~ 177230830

ACTIVITY	RATE	AMOUNT
Glazing Labor and materials to install standard clear door lite. This door has reflective film applied. We will not be able to apply reflective film.	425.00	425.00T

Location:
Pete Brown Golf Course
3200 W. Woodrow Wilson Ave.
Jackson, MS

769-218-6593

SUBTOTAL	425.00
TAX (0)	0.00
TOTAL	425.00
BALANCE DUE	\$425.00

Pay invoice

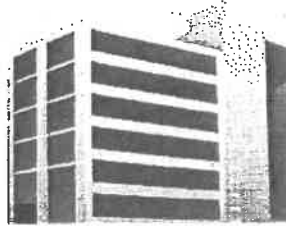
Glass Plus, llc

100 Beaver Run Dr
Brandon, MS 39047
glassplus1@att.net

Glass Plus LLC

Wes Hawkins
President

601.981.1882
601.981.3163
4167 Northview Dr.
Jackson, MS 39206
glassplusllc@att.net
www.glassplusllc.com



INVOICE

BILL TO
City of Jackson
200 South President St
P O Box 17
Jackson, Ms 39205

INVOICE 23771
DATE 06/30/2023
TERMS Net 30
DUE DATE 07/30/2023

P.O. NUMBER
~~PO# 77230800~~ / 77230831

ACTIVITY	RATE	AMOUNT
Glazing Labor and materials to install 1/4" clear laminate. Size: 7 1/2 x 81 1/2	265.00	265.00T

Glass has a dark film applied will need tint company to apply.

Grove Park Golf Course
1800 Walter Dutch Welch Dr.
Jackson, MS 39213

769-218-6593

SUBTOTAL	265.00
TAX (0)	0.00
TOTAL	265.00
BALANCE DUE	\$265.00

Pay invoice

JACKSON

INV. 19914

DOOR & SASH

320 INDUSTRIAL DRIVE
JACKSON, MS 39209

352-0866

NAME E.A. Dora Welfy Library	DATE 10-6-23
ADDRESS State St	Sherril Sherril
CITY Jackson MS	City of Jackson PHONE 601-760-1065

	DESCRIPTION	PRICE	AMOUNT
1	1- Rim Cylinder Installed		150.00
2			
3	5 keys		25.00
4			
5			
6			
7			
8			
9			
10			
Signing of this Agreement is agreeing with terms. Remains property of JACKSON DOOR AND SASH until paid in full.			TOTAL MATERIALS
WE GUARANTEE ONLY THAT THE PARTS SOLD & INSTALLED BY US WILL PERFORM SATISFACTORILY FOR EXPRESSED WARRANTY PERIOD. TWO (2) YEARS ON NEW DOORS OR MANUFACTURERS WARRANTY. ABUSE OR FAILURE TO MAINTAIN CARRIES NO WARRANTY.			TECHNICAL SERVICE TIME
PAYMENT DUE ON COMPLETION			TOTAL 175.00

PAY FROM THIS INVOICE

Signature below constitutes acceptance of above service performed as being satisfactory -- and that equipment has been left in good condition and that Jackson Door & Sash and its suppliers cannot and will not be responsible for any injury to person(s) or property involving furnished and/or installed materials listed above.

Thank You!

Customer's Signature

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 18, 2023
DATE

(as revised 3/6/01)

POINTS		COMMENTS					
1.	Brief Description / Purpose	ORDER RATIFYING PROCUREMENT OF REPAIRS TO EQUIPMENT FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS					
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	<ol style="list-style-type: none"> 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 equipment repairs					
5.	Schedule (beginning date)	Scheduled date following City Council Approval					
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	City Wide					
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Public Works					
8.	COST	\$7,771.80					
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	Several Accounts					
10.	EBO participation	ABE	_____ %	WAIVER	yes _____	no _____	N/A _____
		AABE	_____ %	WAIVER	yes _____	no _____	N/A _____
		WBE	_____ %	WAIVER	yes _____	no _____	N/A _____
		HBE	_____ %	WAIVER	yes _____	no _____	N/A _____
		NABE	_____ %	WAIVER	yes _____	no _____	N/A _____



**City of Jackson
Department of Public Works**

Council Agenda Item Memorandum

To: Honorable Chokwe A. Lumumba, Mayor
From: Robert Lee, Interim Director/City Engineering
Department of Public Works
Date: October 18, 2023

Agenda Item: **ORDER RATIFYING PROCUREMENT OF REPAIRS TO EQUIPMENT FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS**

Council Meeting: Regular Council Meeting, October 24, 2023

Purpose: The Building Maintenance Division will use these funds to pay overdue payments for equipment repairs.

Cost: \$7,771.80

Project/Contract Type: N/A

Funding Source: Several accounts
Schedule/Time: October 24, 2023
DPW Manager: Stanley Arnold

Background: The Building Maintenance Division will use these funds to pay overdue payments for equipment repairs at buildings located owned by the City of 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
10/18/23

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PROCUREMENT OF REPAIRS TO EQUIPMENT 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 Counsel* 

10/18/23
DATE

22

OFFICE OF THE CITY ATTORNEY
A. Brockington

ORDER AUTHORIZING PAYMENT OF \$29,450.13 TO ERIKA BROCKINGTON AS FULL AND COMPLETE SETTLEMENT OF PROPERTY CLAIM.

WHEREAS, on March 26, 2023, sewage flowed into the house located at 2908 Smith Robinson St, Jackson, Mississippi, owned by Erika Brockington and caused damage; and

WHEREAS, pursuant to the terms of the Consent Decree entered in the United States District Court for the Southern district of Mississippi Cause # 3:12-CV-790 TSL-MTP, the City paid Edwards the sum of \$15,196.96 hazard mitigation and cleaning; and

WHEREAS, Brockington submitted a demand for payment of the cost of temporary lodging, interior restoration, and personal property damage; and

WHEREAS, after reviewing the circumstances surrounding the incident and the current state of the law regarding the availability of immunity pursuant to the Mississippi Tort Claims Act, the Office of the City Attorney recommended that the claim be compromised; and

WHEREAS, it is recommended that the claim of Erika Brockington be compromised for the sum of \$29,450.13 *without any admission of liability*; and

WHEREAS, Erika Brockington has agreed to the compromise of the claim and will release the City of Jackson;

IT IS HEREBY ORDERED that the claim of Erika Brockington for property damage may be compromised for the sum of \$29,450.13 with the understanding that the City of Jackson is not admitting liability and subject to Erika Brockington releasing the City of Jackson for any known or unknown damage arising out of the March 26, 2023 incident.

Agenda Item #22
October 24, 2023
C. Martin, Lumumba

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY


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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT OF \$29,450.13 TO ERIKA BROCKINGTON AS FULL AND COMPLETE SETTLEMENT OF PROPERTY CLAIM AND NO ADMISSION OF LIABILITY** is legally sufficient for placement in NOVUS Agenda.



Carrie Johnson, Senior Deputy City Attorney



DATE

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/04/2023
DATE

POINTS		COMMENTS						
1.	1. Brief Description/Purpose	ORDER AUTHORIZING PAYMENT OF \$29,450.13 TO ERIKA BROCKINGTON AS FULL AND COMPLETE SETTLEMENT OF PROPERTY CLAIM.						
2.	Public Policy Initiative 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A						
3.	Who will be affected	City of Jackson						
4.	Benefits	N/A						
5.	Schedule (beginning date)	N/A						
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A						
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Office of the City Attorney						
8.	COST	\$29,450.13						
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>							
10.	EBO participation	ABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		AABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		WBE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		HBE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		NABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>

MEMO

TO: Chokwe Antar Lumumba, Mayor
City of Jackson

FROM: MacDarrell Poullard

DATE: October 4, 2023

RE: Settlement of Property Damage Claim for Erika Brockington (14920-VC)

The attached Order seeks authority of the Council to compromise a claim for property damage submitted by Amia Edwards when sewage flowed into her house located at 2908 Smith Robinson St.

The recommendation for compromise of the claim received after review by the Office of the City Attorney is \$29,450.13 following review of the circumstances surrounding the event and the current status of the City's entitlement to immunity under the Mississippi Tort Claims Act.

The claim is being compromised without an admission of liability and is subject to Amia Edwards releasing the City.



MacDarrell Poullard

Attachments

THE CITY OF
JACKSON
MISSISSIPPI
OFFICE OF THE CITY ATTORNEY
Risk Management Division

September 29, 2023

Erika Brockington
2908 Smith Robinson St
Jackson, MS 39213

RE: Claim for Damages against the City of Jackson
Claim Number: 14920
Date of Incident: 03/26/2023
Description of Claim: Property Damage

Dear Mrs. Brockington:

On April 7, 2023, the Risk Management Division received your claim regarding damage allegedly sustained to your property on March 26, 2023. The claim has been investigated, and the Risk Management Division hereby indicates a willingness to recommend that the governing authorities settle the claim for the sum of \$29,450.13. The settlement recommendation is subject to the approval of the governing authorities for the City of Jackson.

The Risk Management Division willingness to recommend settlement of the claim should not be construed as an admission of liability. The recommendation for the settlement stems from a recognition that the City's best interest would be served by settlement as oppose to litigation. Moreover, the Risk Management Division willingness to recommend settlement of the claim should *not* be construed as a waiver of any requirement contained within the provisions of the Mississippi Tort Claims Act, including but not limited to the filing of a Notice of Claim or the time for filing suit.

Assuming the governing authorities consent and approve settlement by the payment of the above stated sum, we will require you to sign a release. You may be also required to complete a W9 form for processing of the settlement proceeds. Please acknowledge by signature below your receipt and understanding of the contents of this letter and return to the Risk Management Division. If you have any questions, please feel free to contact me at 601-960-0521 or vtravis@jacksonms.gov.

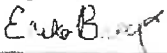
Sincerely,



Valerie Travis, Claims Supervisor
Risk Management Division

Acknowledgement and Receipt Section

I, Erika Brockington, certify that I have read and understand the contents stated in this letter. I hereby accept the amount offered herein to settle my claim with the understanding that said offer of settlement is contingent upon the consent and approval of the governing authorities of the City of Jackson.



Signature

10-2-23

Date

RECEIVED

APR 07 2023



Risk Management Division
REPORT OF SEWER OR
WATER DAMAGE FORM

218 South President Street
Jackson, MS 39201
Office: 601-960-1039

I. Information:

Name of Applicant: Erika Brockington Telephone Number(s): 601-503-6418
Address: 2908 Smith Robinson St City: Jackson State: MS Zip Code: 39213
Date of Loss: 3/26/23 Time of Loss: 7:00 AM
Location of Loss: 2908 Smith Robinson
Is Applicant renting, leasing or leasing to own property [] Yes [] No

II. Owner/Leasor Information:

If Applicant and Owner same check box and go to Section III [X] Same as Applicant
(If applicant not owner, applicant can only make request for contents damage)

Name of Owner/Leasor: Telephone Number(s):
Address: City State Zip Code:

III. Incident Information & Damage to Property: (Please attach any photos, estimates, receipts)

Describe what happened and damage to property: Home flooded with
sewage. 3 bedrooms 2 bath clothes furniture
shoes xbox. I have been reporting this
for 2 years. They are aware of everything
Sewage Dept has informed me about the
piping being broke.

List any City Department contacted:
Name of City employee talked to/contacted:

IV. Property Insurance Coverage:

Do you possess any type of insurance coverage (homeowners, flood, etc.) that may cover this loss? [] Yes [X] No If yes,
Please list the name(s) of Insurance Company:
Policy Number: Telephone Number(s):
Coverage Amount: Deductible Amount:
Do you plan to file this on your personal insurance policy? [] Yes [] No If yes, when?

V. Total Amount of Damage Request: \$:

Note: Please provide legible copies of proof of ownership of property (deeds, tax receipts, bill of sales, etc.), receipts
of items damaged, at least two estimates for cleanup, plumber costs, at least two estimates for repairs, estimates for
repair or replacement of items damaged, and any clear pictures of property damage.

I certify that the information provided on this form is true and complete. I understand that false or misleading information provided will
disqualify my request for payment of damages. I understand that only the owner of the property can request damages to the real
property (structure/land). I further understand that my request will be processed in accordance with Mississippi Tort Claims Act.

Person completing this form: Erika Brockington Date: 4-7-23
Signature: Erika Brockington (Please Print)

MAIL TO: City of Jackson, Risk Management Division, P.O. Box 17 Jackson, MS 39205-0017

Handwritten initials and date: VC 4/7/23

Papan Brote

Valerie Coleman

From: Erica brockington <braxtonerika@icloud.com>
Sent: Tuesday, May 30, 2023 1:16 PM
To: Valerie Coleman
Subject: Erika Brockington 2nd estimate
Attachments: BERRY REBUILD FOR BROCKINGTON.pdf

Sent from my iPhone

JAMIE BERRY

BROCKINGTON_REBBERRY

Main Level

Main Level

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Final cleaning - construction - Residential	1,329.20 SF @	0.25 =	332.30
2. Haul debris - per pickup truck load - including dump fees	1.00 EA @	143.37 =	143.37

Living Room

Height: 8'

Missing Wall

11' 10" X 8'

Opens into KITCHEN

DESCRIPTION	QTY	UNIT PRICE	TOTAL
3. Base shoe	120.17 LF @	1.62 =	194.68
4. Batt insulation - 6" - R19 - unfaced batt	480.00 SF @	1.29 =	619.20
5. Baseboard - 3 1/4"	120.17 LF @	3.82 =	459.05
6. R&R Window trim set (casing & stop)	2.67 LF @	6.45 =	17.23
7. Paint baseboard - two coats	120.17 LF @	1.43 =	171.84
8. Paint the walls - two coats	961.33 SF @	0.99 =	951.72
9. Vinyl plank flooring	705.29 SF @	6.23 =	4,393.96
10. R&R Interior door unit	1.00 EA @	325.23 =	325.23
11. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA @	31.34 =	62.68
12. Add for glued down wood flooring appl. over wood substrate	705.29 SF @	1.16 =	818.14
13. 1/2" - drywall per LF - up to 2' tall	120.17 LF @	9.43 =	1,133.20

Bathroom

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
14. Vanity	3.00 LF @	230.36 =	691.08
15. Countertop - Granite or Marble	3.00 SF @	62.39 =	187.17
16. Sink - single	1.00 EA @	276.39 =	276.39
17. Toilet	1.00 EA @	519.68 =	519.68
discard			
18. Base shoe	29.17 LF @	1.62 =	47.26
19. Batt insulation - 6" - R19 - unfaced batt	117.00 SF @	1.29 =	150.93
20. Baseboard - 3 1/4"	29.17 LF @	3.82 =	111.43
21. Paint baseboard - two coats	29.17 LF @	1.43 =	41.71
22. Paint the walls - two coats	233.33 SF @	0.99 =	231.00
23. Seal & paint base shoe or quarter round	29.17 LF @	0.80 =	23.34
24. Vinyl tile	49.65 SF @	3.70 =	183.71
25. R&R Interior door unit	1.00 EA @	325.23 =	325.23

CONTINUED - Kitchen

DESCRIPTION	QTY	UNIT PRICE	TOTAL
101. Countertop - solid surface	21.00 SF @	63.12 =	1,325.52
102. Countertop - solid surface	12.00 SF @	63.12 =	757.44
103. R&R Window trim set (casing & stop)	96.00 LF @	6.45 =	619.20
104. R&R Interior door unit	1.00 EA @	325.23 =	325.23
105. Paint door/window trim & jamb - 2 coats (per side)	5.00 EA @	31.34 =	156.70
106. Add for glued down wood flooring appl. over wood substrate	122.28 SF @	1.16 =	141.84
107. 1/2" - drywall per LF - up to 2' tall	32.67 LF @	9.43 =	308.08

Laundry Room

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
108. Base shoe	22.17 LF @	1.62 =	35.92
109. Batt insulation - 6" - R19 - unfaced batt	88.67 SF @	1.29 =	114.38
110. Baseboard - 3 1/4"	22.17 LF @	3.82 =	84.69
111. Vinyl plank flooring	30.71 SF @	6.23 =	191.32
112. Paint the walls - two coats	177.33 SF @	0.99 =	175.56
113. Seal & paint baseboard - two coats	22.17 LF @	1.48 =	32.81
114. Seal & paint base shoe or quarter round	22.17 LF @	0.80 =	17.74
115. Washer/Washing machine - Remove & reset	1.00 EA @	41.55 =	41.55
116. Dryer - Remove & reset	1.00 EA @	33.12 =	33.12
117. R&R Interior door unit	2.00 EA @	325.23 =	650.46
118. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA @	31.34 =	31.34
119. Add for glued down wood flooring appl. over wood substrate	30.71 SF @	1.16 =	35.62
120. 1/2" - drywall per LF - up to 2' tall	22.17 LF @	9.43 =	209.06

master bath

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
121. Base shoe	29.17 LF @	1.62 =	47.26
122. Vanity	2.67 LF @	230.36 =	615.06
123. Countertop - Granite or Marble	3.00 SF @	62.39 =	187.17
124. Sink - single	1.00 EA @	276.39 =	276.39
125. Toilet	1.00 EA @	519.68 =	519.68
126. Clean tub - Heavy	1.00 EA @	30.10 =	30.10

Repair quote



The Fresh Start Company

911 RESTORATION of CENTRAL MISS.

101 FIRST CHOICE DR., STE. D.
MADISON, MS 39110

Client: ERIKA BROCKINGTON
Property: 2908 SMITH ROBINSON ST.
JACKSON, MS 39213

Home: (601) 503-6418

Operator: MARY.R

Estimator: Richard Lee Sims
Company: 911 Restoration
Business: 101 FIRST CHOICE DRIVE SUITE D
MADISON, MS 39110

Business: (601) 707-5463
E-mail: richard.sims@911restoration.com

Type of Estimate: Sewage
Date Entered: 4/13/2023 Date Assigned:

Price List: MSJA8X_APR23
Labor Efficiency: Restoration/Service/Remodel
Estimate: BROCKINGTON_EREBUILD

SEWAGE BACKUP FROM CITY SEWER SYSTEM



911 RESTORATION of CENTRAL MISS.

101 FIRST CHOICE DR., STE. D.
MADISON, MS 39110

BROCKINGTON_EREBUILD

Main Level

Main Level

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Final cleaning - construction - Residential	1,329.20 SF @	0.30 =	398.76
2. Haul debris - per pickup truck load - including dump fees	1.00 EA @	143.37 =	143.37

Living Room

Height: 8'

Missing Wall

11' 10" X 8'

Opens into KITCHEN

DESCRIPTION	QTY	UNIT PRICE	TOTAL
3. Base shoe	120.17 LF @	1.62 =	194.68
4. Batt insulation - 6" - R19 - unfaced batt	480.00 SF @	1.29 =	619.20
5. Baseboard - 3 1/4"	120.17 LF @	3.82 =	459.05
6. R&R Window trim set (casing & stop)	2.67 LF @	6.45 =	17.23
7. Paint baseboard - two coats	120.17 LF @	1.43 =	171.84
8. Paint the walls - two coats	961.33 SF @	0.99 =	951.72
9. Vinyl plank flooring	705.29 SF @	6.23 =	4,393.96
10. R&R Interior door unit	1.00 EA @	325.23 =	325.23
11. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA @	31.34 =	62.68
12. Add for glued down wood flooring appl. over wood substrate	705.29 SF @	1.16 =	818.14
13. 1/2" - drywall per LF - up to 2' tall	120.17 LF @	9.43 =	1,133.20

Bathroom

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
14. Vanity	3.00 LF @	230.36 =	691.08
15. Countertop - Granite or Marble	3.00 SF @	62.39 =	187.17
16. Sink - single	1.00 EA @	276.39 =	276.39
17. Toilet	1.00 EA @	519.68 =	519.68
discard			
18. Base shoe	29.17 LF @	1.62 =	47.26
19. Batt insulation - 6" - R19 - unfaced batt	117.00 SF @	1.29 =	150.93
20. Baseboard - 3 1/4"	29.17 LF @	3.82 =	111.43
21. Paint baseboard - two coats	29.17 LF @	1.43 =	41.71
22. Paint the walls - two coats	233.33 SF @	0.99 =	231.00
23. Seal & paint base shoe or quarter round	29.17 LF @	0.80 =	23.34
24. Vinyl tile	49.65 SF @	3.70 =	183.71



911 RESTORATION of CENTRAL MISS.

101 FIRST CHOICE DR., STE. D.
MADISON, MS 39110

CONTINUED - Bathroom

DESCRIPTION	QTY	UNIT PRICE	TOTAL
25. R&R Interior door unit	1.00 EA @	325.23 =	325.23
26. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA @	31.34 =	31.34
27. Add for glued down wood flooring appl. over wood substrate	49.65 SF @	1.16 =	57.59
28. 1/2" - drywall per LF - up to 2' tall	29.17 LF @	9.43 =	275.07

bedroom1 Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
29. Base shoe	46.50 LF @	1.62 =	75.33
30. Batt insulation - 6" - R19 - unfaced batt	186.00 SF @	1.29 =	239.94
31. Baseboard - 3 1/4"	46.50 LF @	3.82 =	177.63
32. Paint baseboard - two coats	46.50 LF @	1.43 =	66.50
33. Paint the walls - two coats	372.00 SF @	0.99 =	368.28
34. Seal & paint base shoe or quarter round	46.50 LF @	0.80 =	37.20
35. Vinyl plank flooring	134.75 SF @	6.23 =	839.49
36. R&R Interior door unit	1.00 EA @	325.23 =	325.23
37. R&R Window trim set (casing & stop)	24.00 LF @	6.45 =	154.80
38. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA @	31.34 =	62.68
39. Add for glued down wood flooring appl. over wood substrate	134.75 SF @	1.16 =	156.31
40. 1/2" - drywall per LF - up to 2' tall	46.50 LF @	9.43 =	438.50

bed1clos Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
41. Base shoe	14.17 LF @	1.62 =	22.96
42. Batt insulation - 6" - R19 - unfaced batt	56.67 SF @	1.29 =	73.10
43. Baseboard - 3 1/4"	14.17 LF @	3.82 =	54.13
44. Paint baseboard - two coats	14.17 LF @	1.43 =	20.26
45. Paint the walls - two coats	113.33 SF @	0.99 =	112.20
46. Seal & paint base shoe or quarter round	14.17 LF @	0.80 =	11.34
47. Vinyl plank flooring	9.33 SF @	6.23 =	58.13
48. Add for glued down wood flooring appl. over wood substrate	9.33 SF @	1.16 =	10.82



911 RESTORATION of CENTRAL MISS.

101 FIRST CHOICE DR., STE. D.
MADISON, MS 39110

CONTINUED - bed1clos

DESCRIPTION	QTY	UNIT PRICE	TOTAL
49. 1/2" - drywall per LF - up to 2' tall	14.17 LF @	9.43 =	133.62

Bedroom 3

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
50. Batt insulation - 6" - R19 - unfaced batt	164.67 SF @	1.29 =	212.42
51. Baseboard - 3 1/4"	41.17 LF @	3.82 =	157.27
52. Base shoe	41.17 LF @	1.62 =	66.70
53. Vinyl plank flooring - Standard grade	105.63 SF @	4.91 =	518.64
54. Paint the walls - two coats	329.33 SF @	0.99 =	326.04
55. Seal & paint base shoe or quarter round	41.17 LF @	0.80 =	32.94
56. Paint baseboard - one coat	41.17 LF @	0.95 =	39.11
57. R&R Interior door unit	1.00 EA @	325.23 =	325.23
58. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA @	31.34 =	31.34
59. Add for glued down wood flooring appl. over wood substrate	105.63 SF @	1.16 =	122.53
60. 1/2" - drywall per LF - up to 2' tall	41.17 LF @	9.43 =	388.23

bed3clos

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
61. Vinyl plank flooring	6.33 SF @	6.23 =	39.44
62. Batt insulation - 6" - R19 - unfaced batt	48.67 SF @	1.29 =	62.78
63. Baseboard - 3 1/4"	12.17 LF @	3.82 =	46.49
64. Base shoe	12.17 LF @	1.62 =	19.72
65. Seal & paint base shoe or quarter round	12.17 LF @	0.80 =	9.74
66. Paint baseboard - two coats	12.17 LF @	1.43 =	17.40
67. Paint the walls - two coats	97.33 SF @	0.99 =	96.36
68. Add for glued down wood flooring appl. over wood substrate	6.33 SF @	1.16 =	7.34
69. 1/2" - drywall per LF - up to 2' tall	12.17 LF @	9.43 =	114.76



The Fresh Start Company

911 RESTORATION of CENTRAL MISS.

101 FIRST CHOICE DR., STE. D.
MADISON, MS 39110

bedroom2

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
70. Vinyl plank flooring	104.81 SF @	6.23 =	652.97
71. Batt insulation - 6" - R19 - unfaced batt	164.00 SF @	1.29 =	211.56
72. Baseboard - 3 1/4"	41.00 LF @	3.82 =	156.62
73. Base shoe	41.00 LF @	1.62 =	66.42
74. Seal & paint base shoe or quarter round	41.00 LF @	0.80 =	32.80
75. Paint baseboard - two coats	41.00 LF @	1.43 =	58.63
76. Paint the walls - two coats	328.00 SF @	0.99 =	324.72
77. R&R Interior door unit	1.00 EA @	325.23 =	325.23
78. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA @	31.34 =	31.34
79. Add for glued down wood flooring appl. over wood substrate	104.81 SF @	1.16 =	121.58
80. 1/2" - drywall per LF - up to 2' tall	41.00 LF @	9.43 =	386.63

bed2clos

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
81. Vinyl plank flooring	10.76 SF @	6.23 =	67.02
82. Batt insulation - 6" - R19 - unfaced batt	58.00 SF @	1.29 =	74.82
83. Baseboard - 3 1/4"	14.50 LF @	3.82 =	55.39
84. Base shoe	14.50 LF @	1.62 =	23.49
85. Seal & paint base shoe or quarter round	14.50 LF @	0.80 =	11.60
86. Paint baseboard - two coats	14.50 LF @	1.43 =	20.74
87. Paint the walls - two coats	116.00 SF @	0.99 =	114.84
88. Add for glued down wood flooring appl. over wood substrate	10.76 SF @	1.16 =	12.48
89. 1/2" - drywall per LF - up to 2' tall	14.50 LF @	9.43 =	136.74

Kitchen

Height: 8'

Missing Wall **11' 10" X 8'** Opens into LIVING_ROOM

DESCRIPTION	QTY	UNIT PRICE	TOTAL
90. Sink - double basin	1.00 EA @	397.54 =	397.54
can try to save			
91. Detach & Reset Range - freestanding - electric	1.00 EA @	35.12 =	35.12
need to check range to make sure no contamination of water/			
92. Detach & Reset Refrigerator - top freezer - 14 to 18 cf - High grade	1.00 EA @	46.82 =	46.82
check to make sure it is in running order and no contamination			
93. Vinyl plank flooring	122.28 SF @	6.23 =	761.80



911 RESTORATION of CENTRAL MISS.

101 FIRST CHOICE DR., STE. D.
MADISON, MS 39110

CONTINUED - Kitchen

DESCRIPTION	QTY	UNIT PRICE	TOTAL
94. Batt insulation - 6" - R19 - unfaced batt	130.67 SF @	1.29 =	168.56
95. Baseboard - 3 1/4"	32.67 LF @	3.82 =	124.80
96. Base shoe	32.67 LF @	1.62 =	52.93
97. Seal & paint base shoe or quarter round	32.67 LF @	0.80 =	26.14
98. Paint baseboard - two coats	32.67 LF @	1.43 =	46.72
99. Paint the walls - two coats	261.33 SF @	0.99 =	258.72
100. Cabinetry - lower (base) units	13.83 LF @	227.70 =	3,149.09
101. Countertop - solid surface	21.00 SF @	63.12 =	1,325.52
102. Countertop - solid surface	12.00 SF @	63.12 =	757.44
103. R&R Window trim set (casing & stop)	96.00 LF @	6.45 =	619.20
104. R&R Interior door unit	1.00 EA @	325.23 =	325.23
105. Paint door/window trim & jamb - 2 coats (per side)	5.00 EA @	31.34 =	156.70
106. Add for glued down wood flooring appl. over wood substrate	122.28 SF @	1.16 =	141.84
107. 1/2" - drywall per LF - up to 2' tall	32.67 LF @	9.43 =	308.08

Laundry Room Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
108. Base shoe	22.17 LF @	1.62 =	35.92
109. Batt insulation - 6" - R19 - unfaced batt	88.67 SF @	1.29 =	114.38
110. Baseboard - 3 1/4"	22.17 LF @	3.82 =	84.69
111. Vinyl plank flooring	30.71 SF @	6.23 =	191.32
112. Paint the walls - two coats	177.33 SF @	0.99 =	175.56
113. Seal & paint baseboard - two coats	22.17 LF @	1.48 =	32.81
114. Seal & paint base shoe or quarter round	22.17 LF @	0.80 =	17.74
115. Washer/Washing machine - Remove & reset	1.00 EA @	45.55 =	45.55
116. Dryer - Remove & reset	1.00 EA @	35.12 =	35.12
117. R&R Interior door unit	2.00 EA @	325.23 =	650.46
118. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA @	31.34 =	31.34
119. Add for glued down wood flooring appl. over wood substrate	30.71 SF @	1.16 =	35.62
120. 1/2" - drywall per LF - up to 2' tall	22.17 LF @	9.43 =	209.06



The Fresh Start Company

911 RESTORATION of CENTRAL MISS.

101 FIRST CHOICE DR., STE. D.
MADISON, MS 39110

master bath

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
121. Base shoe	29.17 LF @	1.62 =	47.26
122. Vanity	2.67 LF @	230.36 =	615.06
123. Countertop - Granite or Marble	3.00 SF @	62.39 =	187.17
124. Sink - single	1.00 EA @	276.39 =	276.39
125. Toilet	1.00 EA @	519.68 =	519.68
126. Clean tub - Heavy	1.00 EA @	30.10 =	30.10
127. Vinyl tile	49.65 SF @	3.70 =	183.71
128. Batt insulation - 6" - R19 - unfaced batt	29.00 SF @	1.29 =	37.41
129. Paint the walls - two coats	233.33 SF @	0.99 =	231.00
130. Seal & paint baseboard - two coats	29.17 LF @	1.48 =	43.17
131. Seal & paint base shoe or quarter round	29.17 LF @	0.80 =	23.34
132. R&R Interior door unit	1.00 EA @	325.23 =	325.23
133. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA @	31.34 =	31.34
134. Add for glued down wood flooring appl. over wood substrate	49.65 SF @	1.16 =	57.59
135. 1/2" - drywall per LF - up to 2' tall	29.17 LF @	9.43 =	275.07

Labor Minimums Applied

DESCRIPTION	QTY	UNIT PRICE	TOTAL
136. Drywall labor minimum	1.00 EA @	362.88 =	362.88
137. Painting labor minimum	1.00 EA @	199.67 =	199.67
138. Vinyl floor covering labor minimum	1.00 EA @	219.11 =	219.11
139. Plumbing labor minimum	1.00 EA @	290.29 =	290.29
140. Cabinetry labor minimum	1.00 EA @	181.15 =	181.15

Grand Total Areas:

3,222.67 SF Walls	1,329.20 SF Ceiling	4,551.87 SF Walls and Ceiling
1,329.20 SF Floor	147.69 SY Flooring	402.83 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	402.83 LF Ceil. Perimeter
1,329.20 Floor Area	1,439.28 Total Area	3,222.67 Interior Wall Area
-2,271.00 Exterior Wall Area	-252.33 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



911 RESTORATION of CENTRAL MISS.

101 FIRST CHOICE DR., STE. D.
MADISON, MS 39110

Summary

Line Item Total	36,298.99
Overhead	3,629.82
Profit	3,629.82
	<hr/>
Replacement Cost Value	\$43,558.63
Net Claim	\$43,558.63
	<hr/> <hr/>

Richard Lee Sims



The Fresh Start Company

911 RESTORATION of CENTRAL MISS.

101 FIRST CHOICE DR., STE. D.
MADISON, MS 39110

1



2



3



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911 RESTORATION of CENTRAL MISS.

101 FIRST CHOICE DR., STE. D.
MADISON, MS 39110

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10



11



12



13



14



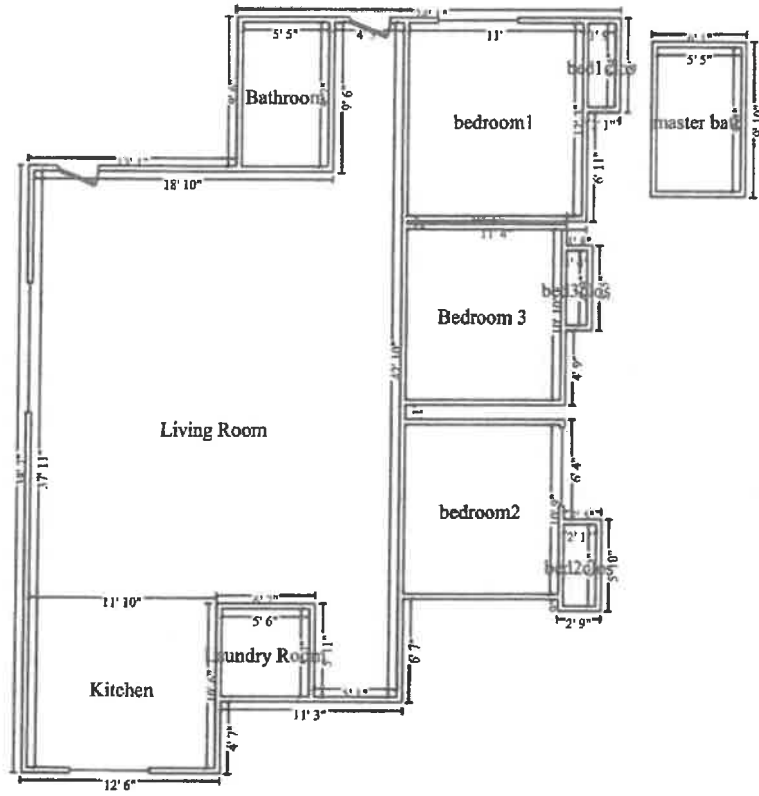


911 RESTORATION of CENTRAL MISS.

101 FIRST CHOICE DR., STE. D.
MADISON, MS 39110

Image Detail			
Image No.	Type	Date Taken	Taken By
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2	2-IMG_0007	4/12/2023	
3	3-IMG-0008	4/12/2023	
4	4-IMG-0009	4/12/2023	
5	5-IMG-0010	4/12/2023	
6	6-IMG-0011	4/12/2023	
7	7-IMG-0012	4/12/2023	
8	8-IMG-0013	4/12/2023	
9	9-IMG-0014	4/12/2023	
10	10-IMG-0015	4/12/2023	
11	11-IMG-0016	4/12/2023	
12	21-bath2 tear out	4/19/2023	
13	22-IMG-0015	4/12/2023	
14	25-master bath	4/19/2023	

Main Level



Main Level



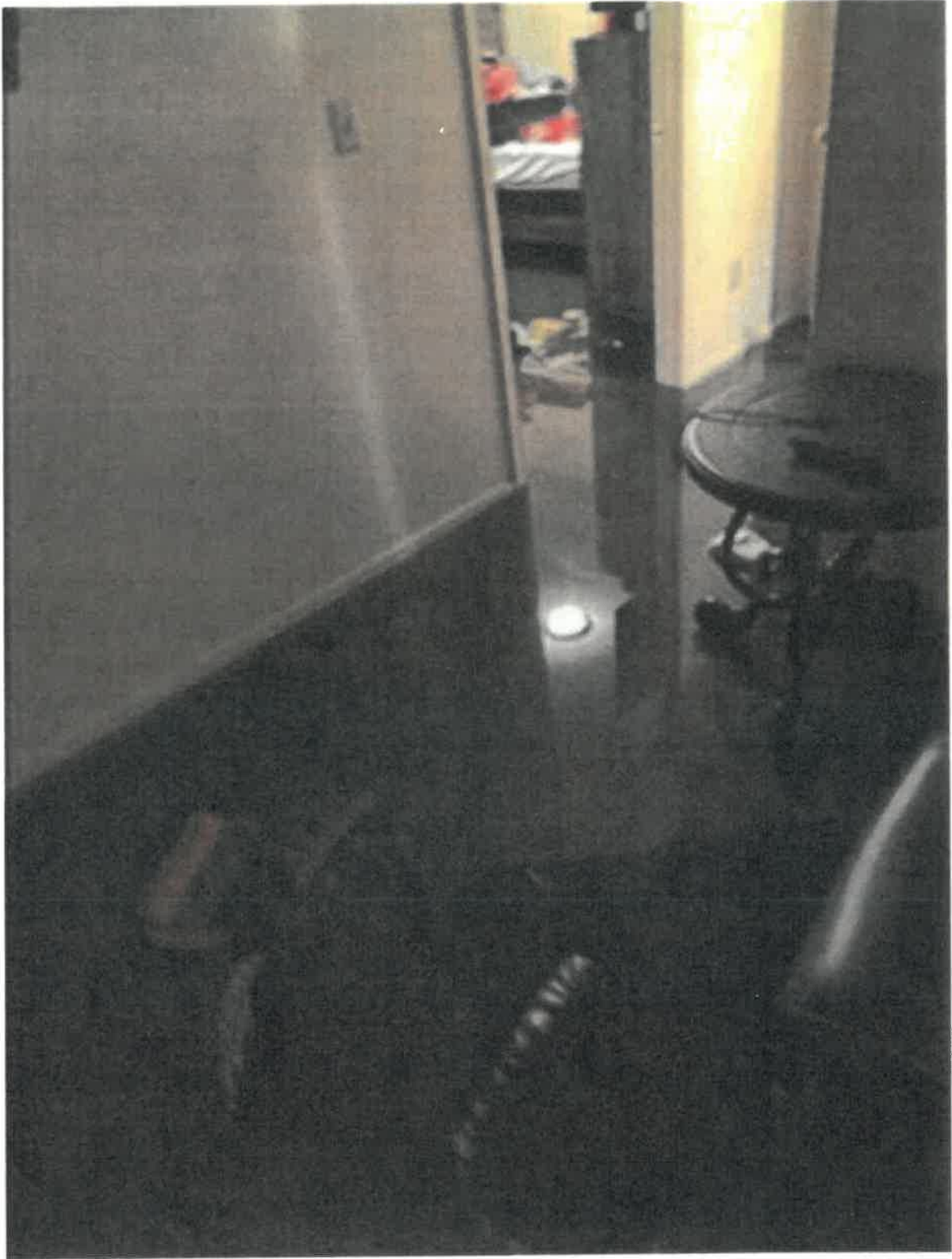


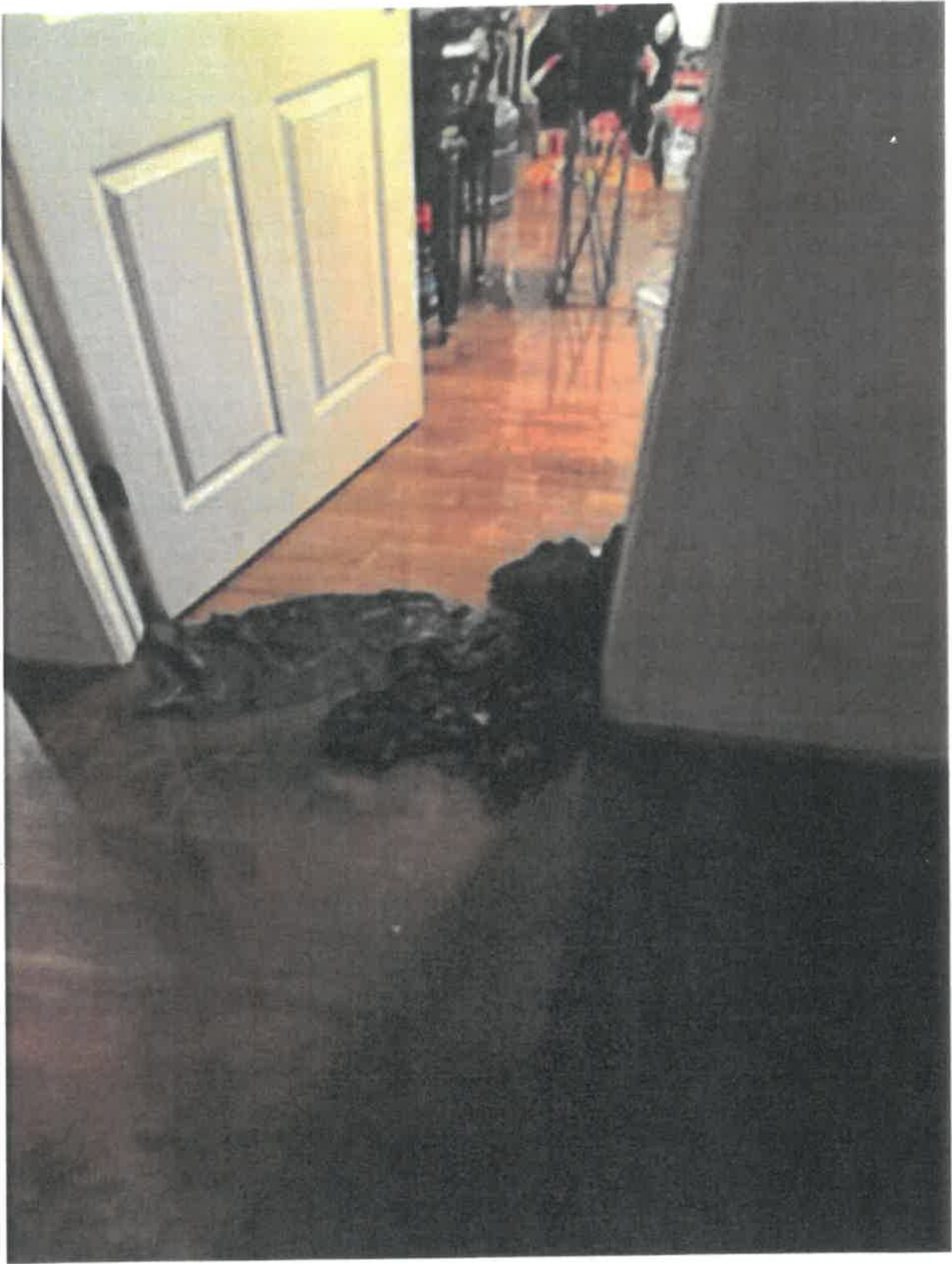




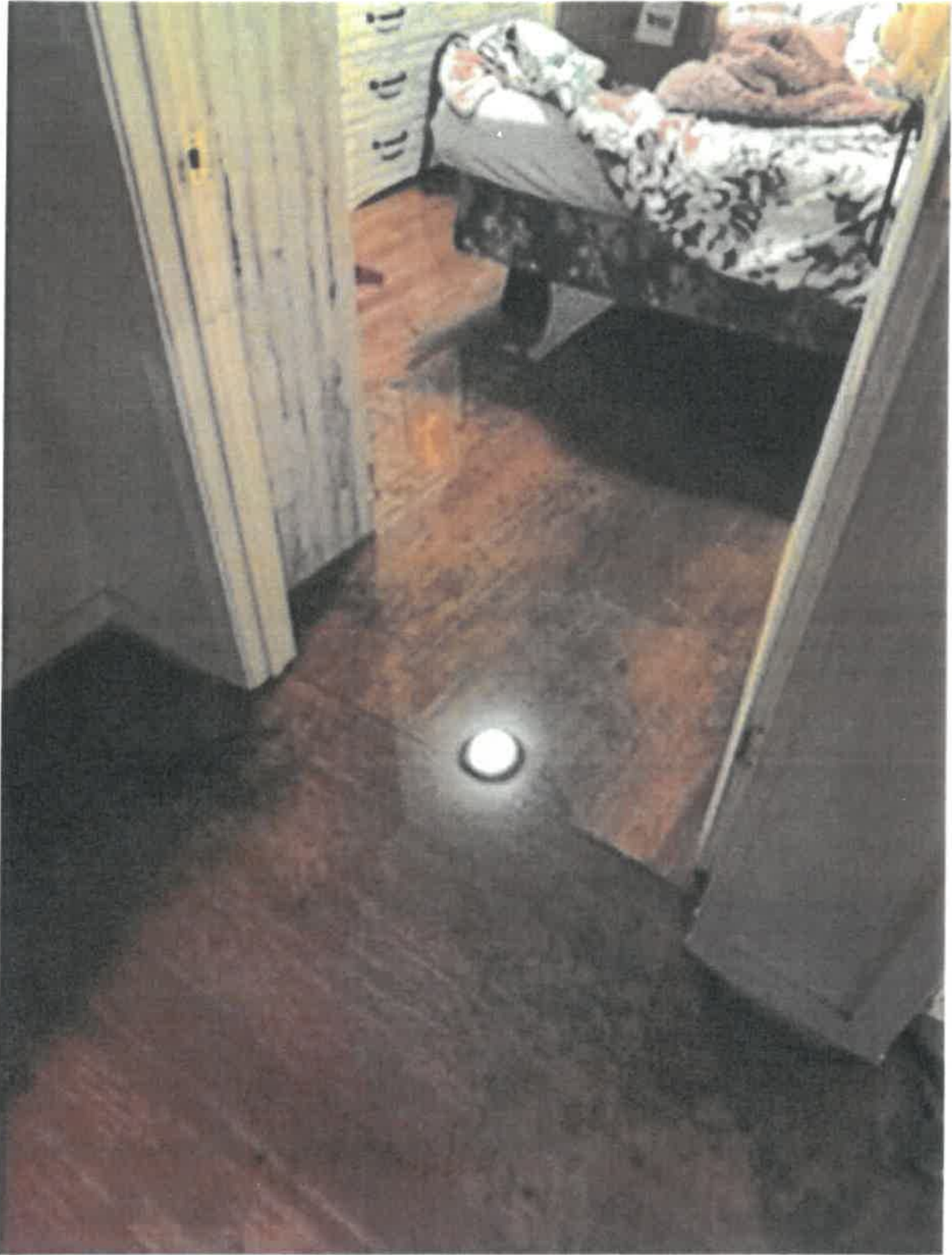


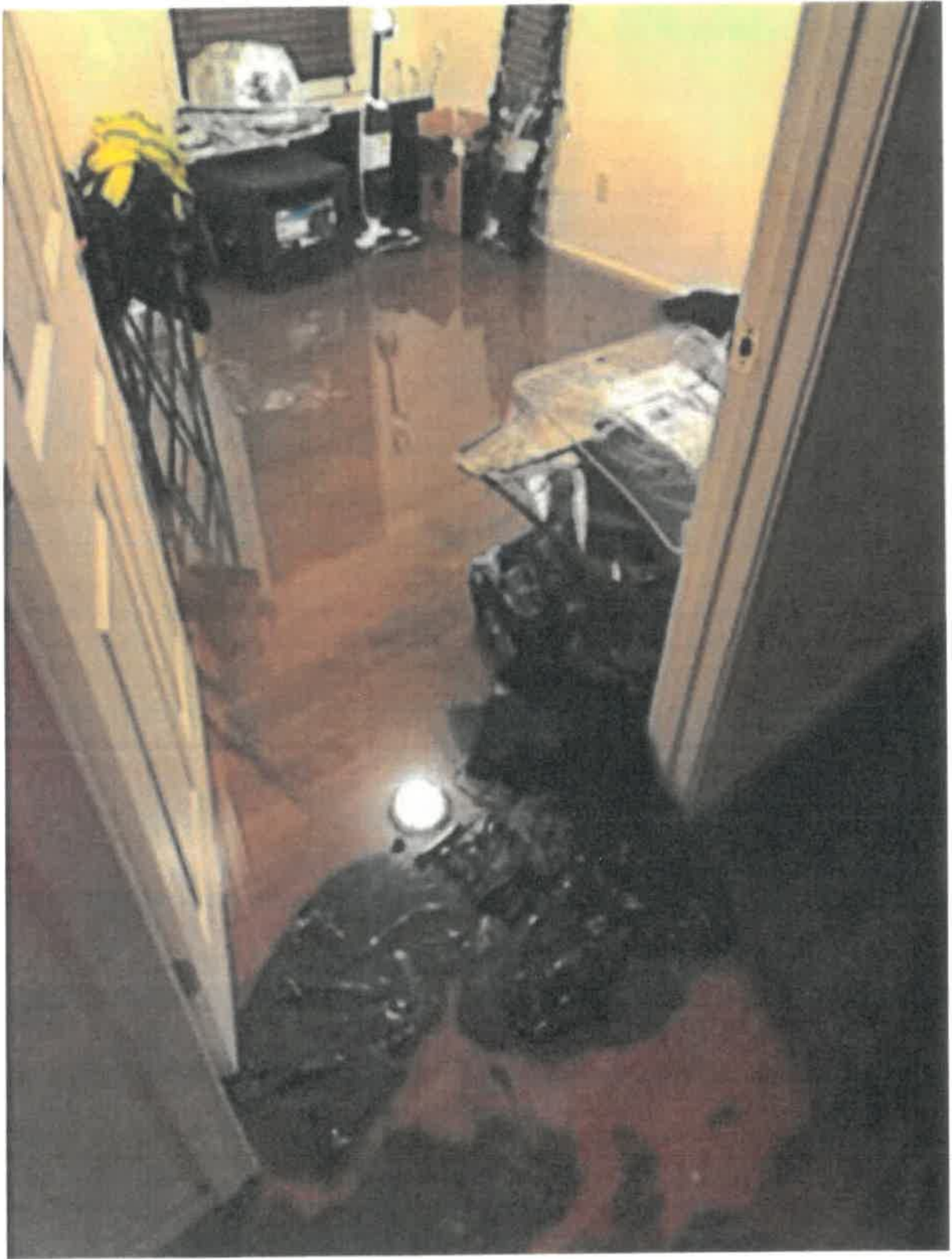


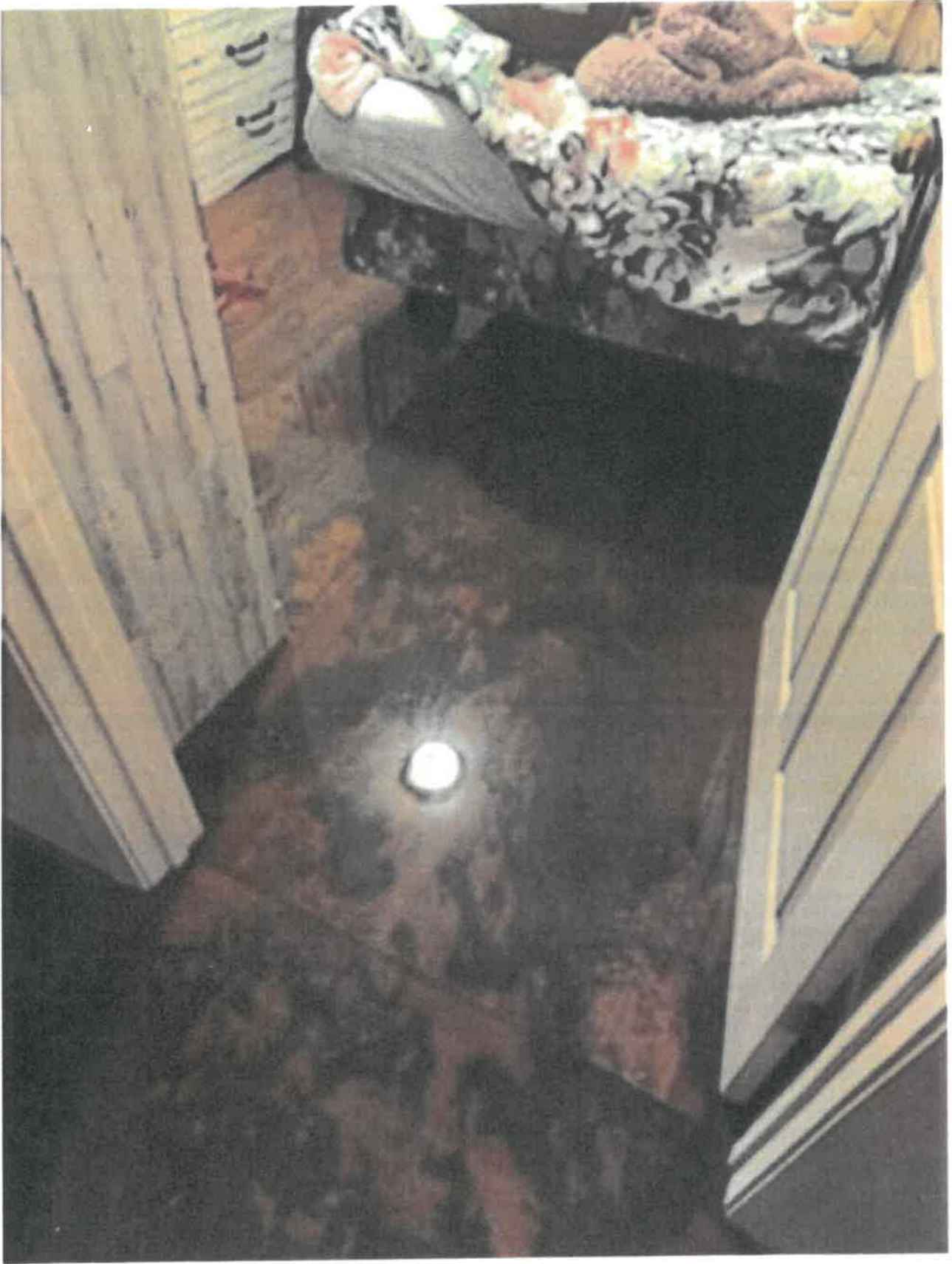




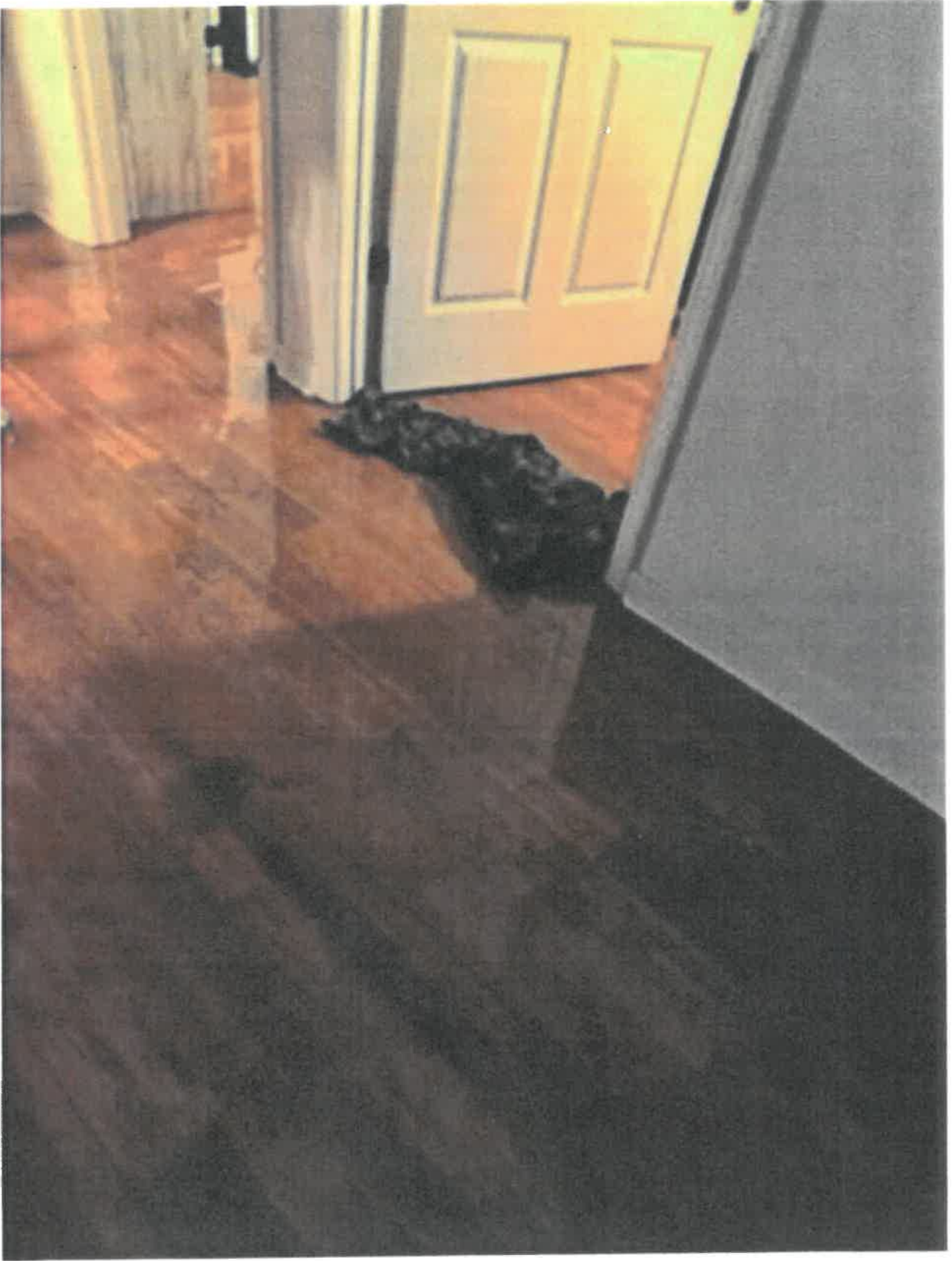


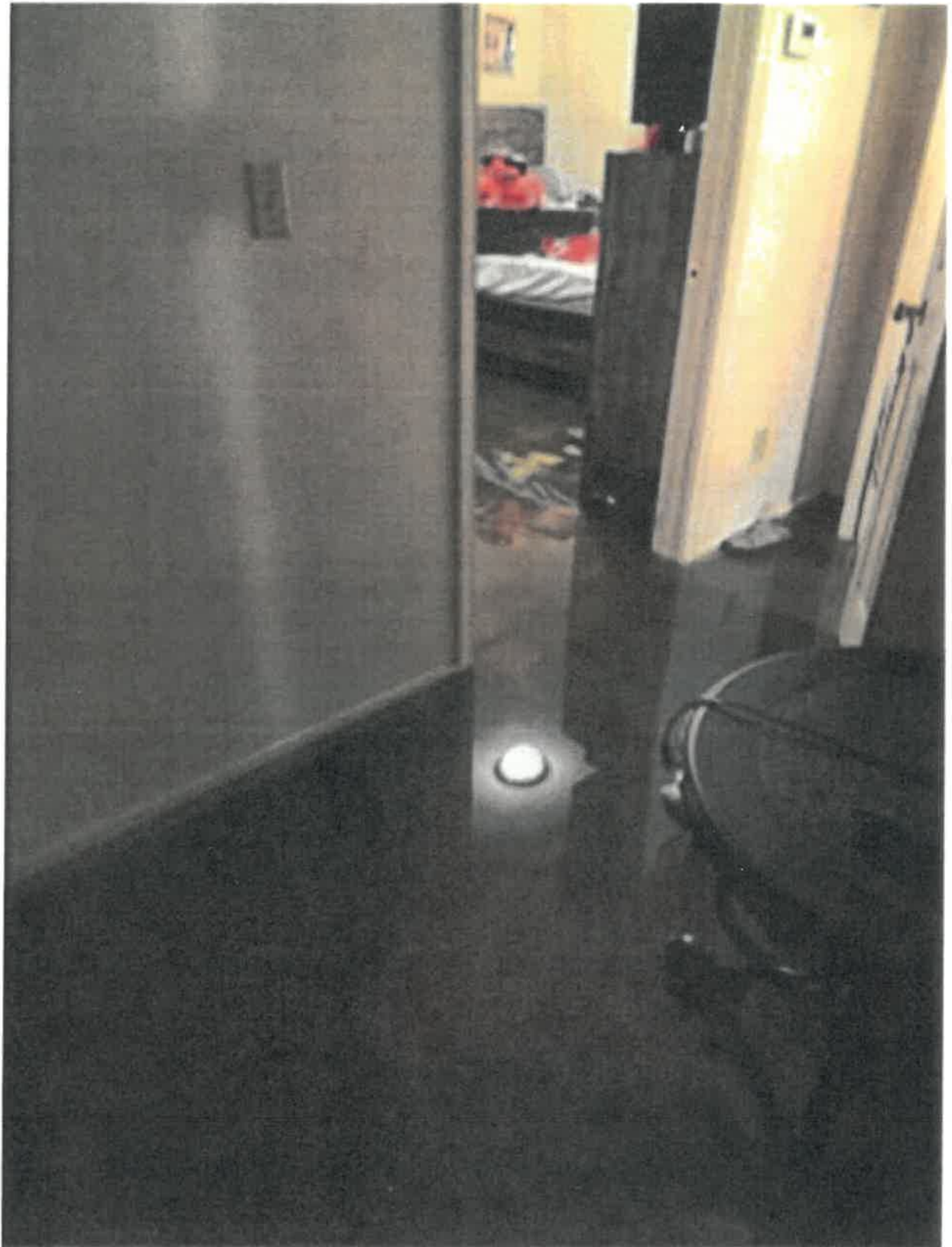


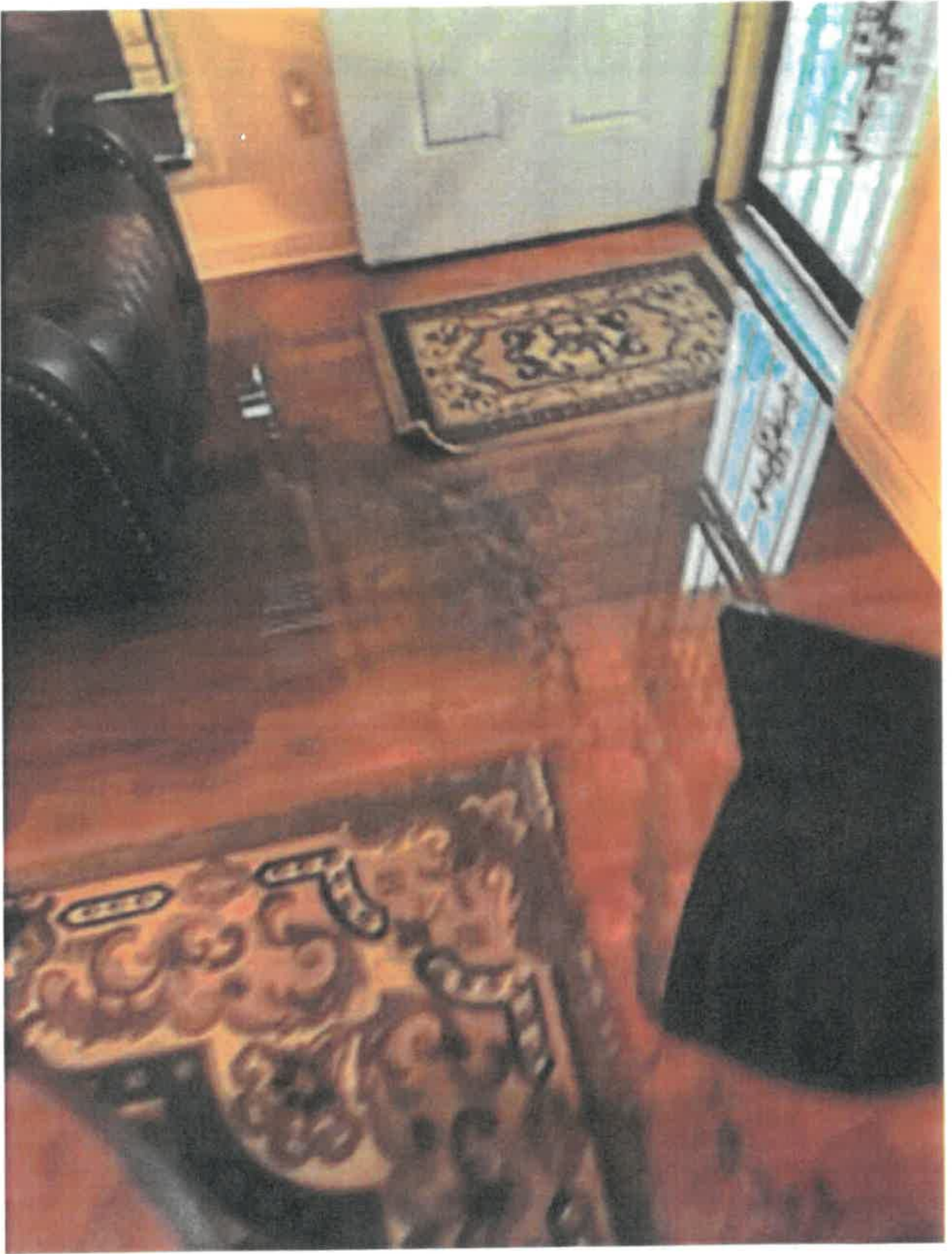




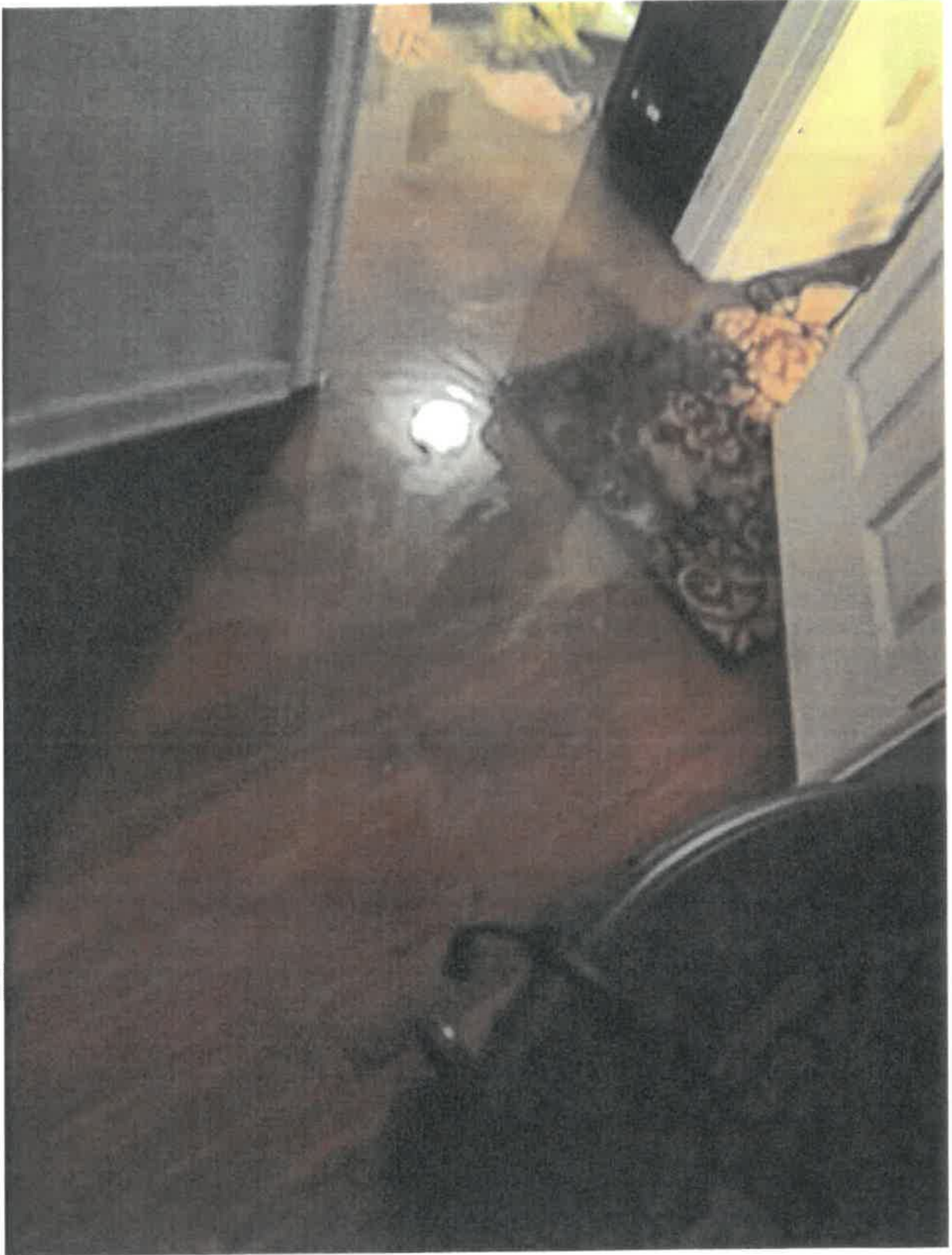














Jackson, MS, United States
Smith Robinson St, Mid North
Lat 32.338247, Long -90.191084
04/12/2023 01:01 PM



04/12/2023 01:01 PM



GPS Map Camera



Jackson, MS, United States

Smith Robinson St, Mid North

Lat 32.338266, Long -90.190903

04/12/2023 01:03 PM

Apple Maps



23

OFFICE OF THE CITY ATTORNEY
[Signature]

ORDER AUTHORIZING PAYMENT OF \$4,750.00 TO LOREN WHITE AS FULL AND COMPLETE SETTLEMENT OF PROPERTY CLAIM.

WHEREAS, on March 26, 2023, sewage flowed into the house located at 511 Oriole Drive, Jackson, Mississippi, owned by the Loren White and caused damage; and

WHEREAS, pursuant to the terms of the Consent Decree entered in the United States District Court for the Southern district of Mississippi Cause # 3:12-CV-790 TSL-MTP, the City paid Edwards the sum of \$4,037.65 hazard mitigation and cleaning; and

WHEREAS, White submitted a demand for payment of the cost of temporary lodging, interior restoration, and personal property damage; and

WHEREAS, after reviewing the circumstances surrounding the incident and the current state of the law regarding the availability of immunity pursuant to the Mississippi Tort Claims Act, the Office of the City Attorney recommended that the claim be compromised; and

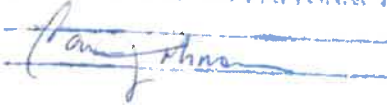
WHEREAS, it is recommended that the claim of Loren White be compromised for the sum of \$4,750.00 *without any admission of liability*; and

WHEREAS, Loren White has agreed to the compromise of the claim and will release the City of Jackson;

IT IS HEREBY ORDERED that the claim of Loren White for property damage may be compromised for the sum of \$4,750.00 with the understanding that the City of Jackson is not admitting liability and subject to Loren White releasing the City of Jackson for any known or unknown damage arising out of the March 26, 2023 incident.

Agenda Item: #23
October 24, 2023
C. Martin, Lumumba

OFFICE OF THE CITY ATTORNEY



Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT OF \$4,750.00 TO LOREN WHITE AS FULL AND COMPLETE SETTLEMENT OF PROPERTY CLAIM AND NO ADMISSION OF LIABILITY** is legally sufficient for placement in NOVUS Agenda.



Carrie Johnson, Senior Deputy City Attorney

10/10/2023

DATE

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/04/2023
DATE

POINTS		COMMENTS								
1.	1. Brief Description/Purpose	ORDER AUTHORIZING PAYMENT OF \$4,750.00 TO LOREN WHITE AS FULL AND COMPLETE SETTLEMENT OF PROPERTY CLAIM.								
2.	Public Policy Initiative 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A								
3.	Who will be affected	City of Jackson								
4.	Benefits	N/A								
5.	Schedule (beginning date)	N/A								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A								
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Office of the City Attorney								
8.	COST	\$4,750.00								
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>									
10.	EBO participation	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>

MEMO

TO: Chokwe Antar Lumumba, Mayor
City of Jackson

FROM: MacDarrell Poullard

DATE: October 4, 2023

RE: Settlement of Property Damage Claim for Loren White (14900-VC)

The attached Order seeks authority of the Council to compromise a claim for property damage submitted by Loren White when sewage flowed into her house located at 511 Oriole Drive.

The recommendation for compromise of the claim received after review by the Office of the City Attorney is \$4,750.00 following review of the circumstances surrounding the event and the current status of the City's entitlement to immunity under the Mississippi Tort Claims Act.

The claim is being compromised without an admission of liability and is subject to Loren White releasing the City.



MacDarrell Poullard

Attachments



Risk Management Division
REPORT OF SEWER OR
WATER DAMAGE FORM

218 South President Street
 Jackson, MS 39201
 Office: 601-960-1039

I. Information:

Name of Applicant: Loren D. White Telephone Number(s): 601-346-6211 (h)
601-750-4517 (c)
 Address: 511 Oriole Dr City Jackson State MS Zip Code: 39204
 Date of Loss: 3/26/23 Time of Loss: 6:00 pm AM PM
 Location of Loss: First floor of home
 Is Applicant renting, leasing or leasing to own property Yes No

II. Owner/Lessor Information:

If Applicant and Owner same check box and go to Section III Same as Applicant
 (If applicant not owner, applicant can only make request for contents damage)
 Name of Owner/Lessor: Loren D. White Telephone Number(s): 601-346-6211 (h)
601-750-4517 (c)
 Address: 511 Oriole Dr City Jackson State MS Zip Code: 39204

III. Incident Information & Damage to Property: (Please attach any photos, estimates, receipts)

Describe what happened and damage to property: Sewer water flooded about half
of first floor of home via toilets and tub.

RECEIVED

MAR 27 2023

List any City Department contacted: Risk Management, ~~Water~~ **RISK MANAGEMENT DIVISION**
 Name of City employee talked to/contacted: V. Coleman

IV. Property Insurance Coverage:

Do you possess any type of insurance coverage (homeowners, flood, etc.) that may cover this loss? Yes No If yes,
 Please list the name(s) of Insurance Company: AAA
 Policy Number: PO-087112-1 Telephone Number(s): _____
 Coverage Amount: _____ Deductible Amount: \$1000
 Do you plan to file this on your personal insurance policy? Yes No If yes, when? unknown

V. Total Amount of Damage Request: \$: _____

Note: Please provide legible copies of proof of ownership of property (deeds, tax receipts, bill of sales, etc.), receipts of items damaged, at least two estimates for cleanup, plumber costs, at least two estimates for repairs, estimates for repair or replacement of items damaged, and any clear pictures of property damage.

I certify that the information provided on this form is true and complete. I understand that false or misleading information provided will disqualify my request for payment of damages. I understand that only the owner of the property can request damages to the real property (structure/land). I further understand that my request will be processed in accordance with Mississippi Tort Claims Act.

Person completing this form: Loren D. White Date: 3/27/23
 Signature: [Signature] (Please Print)

MAIL TO: City of Jackson, Risk Management Division, P.O. Box 17 Jackson, MS 39205-0017

163/0710²



WASTEWATER SYSTEMS OPERATIONS
4225-B MICHAEL AVALON
JACKSON, MS 39209
601-960-1868

Memo

To: Valarie Coleman, Claims Supervisor
Dornice Williams, Claims Investigator
Risk Management

From: Casita Brittain, Office Coordinator
Wastewater Systems Operations

Date: June 09, 2023

Re: 511 Oriole Drive

RECEIVED

JUN 12 2023

RISK MANAGEMENT DIVISION

According to our calls in City Works/311, we received a call for the above location on March 23, 2023, from Ms. Latahsa Shines, stating sewage debris was coming up in the front yard, and out of the clean-out. She had a plumber to come out and rodded the service line and pulled out rags and debris. He believed it was due to the city main line being stopped up with sewage. Therefore, this caused the backed up in the yard and the overflow into the home.

On March 16, 2023, a serviceman went out to this location for an evaluation and determined the city main line was in fact stopped up causing the overflow at the clean out and would need a service truck to unstop the line. On March 27, 2023, Ms. Nancy White called back stating sewage had backed up into the home again due to the heavy rainfall overnight. Supervisor David Bell went out to this location shot the main line and hit a blockage and determined the line may possibly be broken and would need the construction crew.

See attachments.....

If you should need any additional information, feel free to contact me at 601-960-1868.

CB

Attachments:
Work Order

Service Master Premiere
 18400 Old Port Gibson Rd
 Raymond, Ms 39154
 601-941-0855
 601-857-5780

2023-04-05-1325

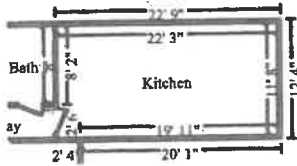
Main Level

Main Level

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Haul debris - per pickup truck load - including dump fees	1.00 EA	143.37	0.00	0.00	143.37
2. Equipment setup, take down, and monitoring (hourly charge)	4.00 HR	0.00	61.25	0.00	245.00
40. Emergency service call - during business hours	1.00 EA	0.00	176.48	0.00	176.48
Total: Main Level				0.00	564.85

Height: 8'

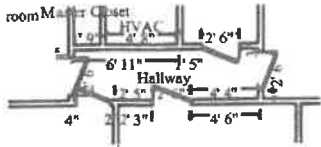
Kitchen



526.00 SF Walls	259.58 SF Ceiling
785.58 SF Walls & Ceiling	259.58 SF Floor
28.84 SY Flooring	65.33 LF Floor Perimeter
67.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	2' 6" X 6' 8"		TAX	TOTAL
			REPLACE	Opens into HALLWAY		
4. Tear out non-salv vinyl, cut & bag - Category 3 water	50.00 SF	2.31	0.00	0.00	0.00	115.50
5. Apply anti-microbial agent to the surface area	50.00 SF	0.00	0.30	0.00	0.00	15.00
31. Air mover axial fan (per 24 hour period) - No monitoring	3.00 EA	0.00	33.50	0.00	0.00	100.50
Totals: Kitchen				0.00	0.00	231.00

Service Master Premiere
 18400 Old Port Gibson Rd
 Raymond, Ms 39154
 601-941-0855
 601-857-5780



Hallway

Height: 8'

163.67 SF Walls
 203.67 SF Walls & Ceiling
 4.44 SY Flooring
 30.67 LF Ceil. Perimeter

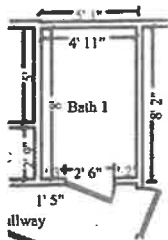
40.00 SF Ceiling
 40.00 SF Floor
 18.42 LF Floor Perimeter

Door 2' 6" X 6' 8" Opens into MASTER_BEDRO
Door 2' 3" X 6' 8" Opens into BEDROOM_2
Door 2' 6" X 6' 8" Opens into BEDROOM_1
Door 2' 6" X 6' 8" Opens into KITCHEN
Door 2' 6" X 6' 8" Opens into BATH_1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
6. Tear out baseboard and bag for disposal - up to Cat 3	18.42 LF	1.04	0.00	0.00	19.16
7. Tear out wet drywall, no bagging, per LF - to 2' - Cat 3	18.42 LF	5.00	0.00	0.00	92.10
8. Apply anti-microbial agent to the floor	40.00 SF	0.00	0.30	0.00	12.00
10. Clean floor	40.00 SF	0.00	0.49	0.00	19.60
32. Air mover axial fan (per 24 hour period) - No monitoring	6.00 EA	0.00	33.50	0.00	201.00
38. Dehumidifier (per 24 hr period)- 110-159 ppd - No monitor.	3.00 EA	0.00	102.69	0.00	308.07
39. Negative air fan/Air scrubber (24 hr period) - No monit.	3.00 DA	0.00	75.54	0.00	226.62

Air scrubber to be used to filter out any dust or contaminates in the air while work is being performed.

Totals: Hallway 0.00 878.55



Bath 1

Height: 8'

190.00 SF Walls
 229.33 SF Walls & Ceiling
 4.37 SY Flooring
 25.83 LF Ceil. Perimeter

39.33 SF Ceiling
 39.33 SF Floor
 23.33 LF Floor Perimeter

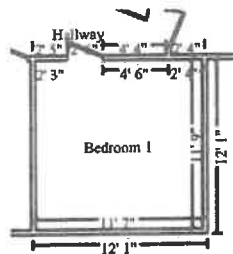
Door 2' 6" X 6' 8" Opens into HALLWAY

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
-------------	-----	--------	---------	-----	-------

Service Master Premiere
 18400 Old Port Gibson Rd
 Raymond, Ms 39154
 601-941-0855
 601-857-5780

CONTINUED - Bath 1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
9. Apply anti-microbial agent to the floor	39.33 SF	0.00	0.30	0.00	11.80
12. Clean floor	39.33 SF	0.00	0.49	0.00	19.27
33. Air mover axial fan (per 24 hour period) - No monitoring	3.00 EA	0.00	33.50	0.00	100.50
Totals: Bath 1				0.00	131.57



Bedroom 1

Height: 8'

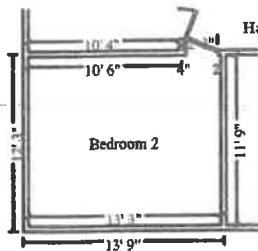
356.67 SF Walls	136.10 SF Ceiling
492.77 SF Walls & Ceiling	136.10 SF Floor
15.12 SY Flooring	44.17 LF Floor Perimeter
46.67 LF Ceil. Perimeter	

Door

2' 6" X 6' 8"

Opens into HALLWAY

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
13. Tear out baseboard and bag for disposal - up to Cat 3	44.17 LF	1.04	0.00	0.00	45.94
14. Tear out wet drywall, no bagging, per LF - to 2' - Cat 3	44.17 LF	5.00	0.00	0.00	220.85
15. Apply anti-microbial agent to the floor	136.10 SF	0.00	0.30	0.00	40.83
16. Clean floor	136.10 SF	0.00	0.49	0.00	66.69
34. Air mover axial fan (per 24 hour period) - No monitoring	9.00 EA	0.00	33.50	0.00	301.50
Totals: Bedroom 1				0.00	675.81



Bedroom 2

Height: 8'

385.00 SF Walls	155.69 SF Ceiling
540.69 SF Walls & Ceiling	155.69 SF Floor
17.30 SY Flooring	47.75 LF Floor Perimeter
50.00 LF Ceil. Perimeter	

Door

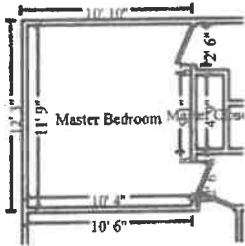
2' 3" X 6' 8"

Opens into HALLWAY

Service Master Premiere
 18400 Old Port Gibson Rd
 Raymond, Ms 39154
 601-941-0855
 601-857-5780

CONTINUED - Bedroom 2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
17. Tear out baseboard and bag for disposal - up to Cat 3	47.75 LF	1.04	0.00	0.00	49.66
18. Tear out wet drywall, no bagging, per LF - to 2' - Cat 3	47.75 LF	5.00	0.00	0.00	238.75
19. Apply anti-microbial agent to the floor	155.69 SF	0.00	0.30	0.00	46.71
20. Clean floor	155.69 SF	0.00	0.49	0.00	76.29
35. Air mover axial fan (per 24 hour period) - No monitoring	9.00 EA	0.00	33.50	0.00	301.50
Totals: Bedroom 2				0.00	712.91



Master Bedroom

Height: 8'

320.00 SF Walls	121.42 SF Ceiling
441.42 SF Walls & Ceiling	121.42 SF Floor
13.49 SY Flooring	39.17 LF Floor Perimeter
44.17 LF Ceil. Perimeter	

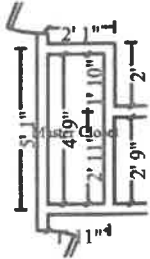
Door
Door

2' 6" X 6' 8"
2' 6" X 6' 8"

Opens into HALLWAY
Opens into BATH_2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
21. Tear out baseboard and bag for disposal - up to Cat 3	39.17 LF	1.04	0.00	0.00	40.74
22. Tear out wet drywall, no bagging, per LF - to 2' - Cat 3	39.17 LF	5.00	0.00	0.00	195.85
23. Apply anti-microbial agent to the floor	121.42 SF	0.00	0.30	0.00	36.43
24. Clean floor	121.42 SF	0.00	0.49	0.00	59.50
36. Air mover axial fan (per 24 hour period) - No monitoring	9.00 EA	0.00	33.50	0.00	301.50
Totals: Master Bedroom				0.00	634.02

Service Master Premiere
 18400 Old Port Gibson Rd
 Raymond, Ms 39154
 601-941-0855
 601-857-5780



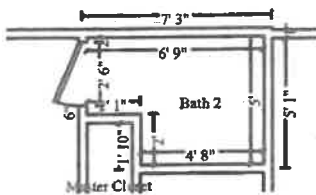
Master Closet

Height: 8'

104.00 SF Walls
 112.31 SF Walls & Ceiling
 0.92 SY Flooring
 13.00 LF Ceil. Perimeter

8.31 SF Ceiling
 8.31 SF Floor
 13.00 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
25. Tear out baseboard and bag for disposal - up to Cat 3	13.00 LF	1.04	0.00	0.00	13.52
26. Tear out wet drywall, no bagging, per LF - to 2' - Cat 3	13.00 LF	5.00	0.00	0.00	65.00
27. Apply anti-microbial agent to the floor	8.31 SF	0.00	0.30	0.00	2.49
28. Clean floor	8.31 SF	0.00	0.49	0.00	4.07
Totals: Master Closet				0.00	85.08



Bath 2

Height: 8'

171.33 SF Walls
 200.92 SF Walls & Ceiling
 3.29 SY Flooring
 23.50 LF Ceil. Perimeter

29.58 SF Ceiling
 29.58 SF Floor
 21.00 LF Floor Perimeter

Door	2' 6" X 6' 8"	Opens into MASTER_BEDRO			
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
29. Apply anti-microbial agent to the floor	29.58 SF	0.00	0.30	0.00	8.87
30. Clean floor	29.58 SF	0.00	0.49	0.00	14.49
37. Air mover axial fan (per 24 hour period) - No monitoring	3.00 EA	0.00	33.50	0.00	100.50
Totals: Bath 2				0.00	123.86
Total: Main Level				0.00	4,037.65
Line Item Totals: 2023-04-05-1325				0.00	4,037.65

Service Master Premiere
18400 Old Port Gibson Rd
Raymond, Ms 39154
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Grand Total Areas:

2,335.33 SF Walls	802.85 SF Ceiling	3,138.19 SF Walls and Ceiling
802.85 SF Floor	89.21 SY Flooring	287.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	316.50 LF Ceil. Perimeter
802.85 Floor Area	879.97 Total Area	2,335.33 Interior Wall Area
1,267.50 Exterior Wall Area	140.83 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Service Master Premiere
18400 Old Port Gibson Rd
Raymond, Ms 39154
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601-857-5780

Summary for Dwelling

Line Item Total	4,037.65
Replacement Cost Value	\$4,037.65
Net Claim	\$4,037.65

Service Master Premiere
18400 Old Port Gibson Rd
Raymond, Ms 39154
601-941-0855
601-857-5780

Recap of Taxes

Service Master Premiere
18400 Old Port Gibson Rd
Raymond, Ms 39154
601-941-0855
601-857-5780

Recap by Room

Estimate: 2023-04-05-1325

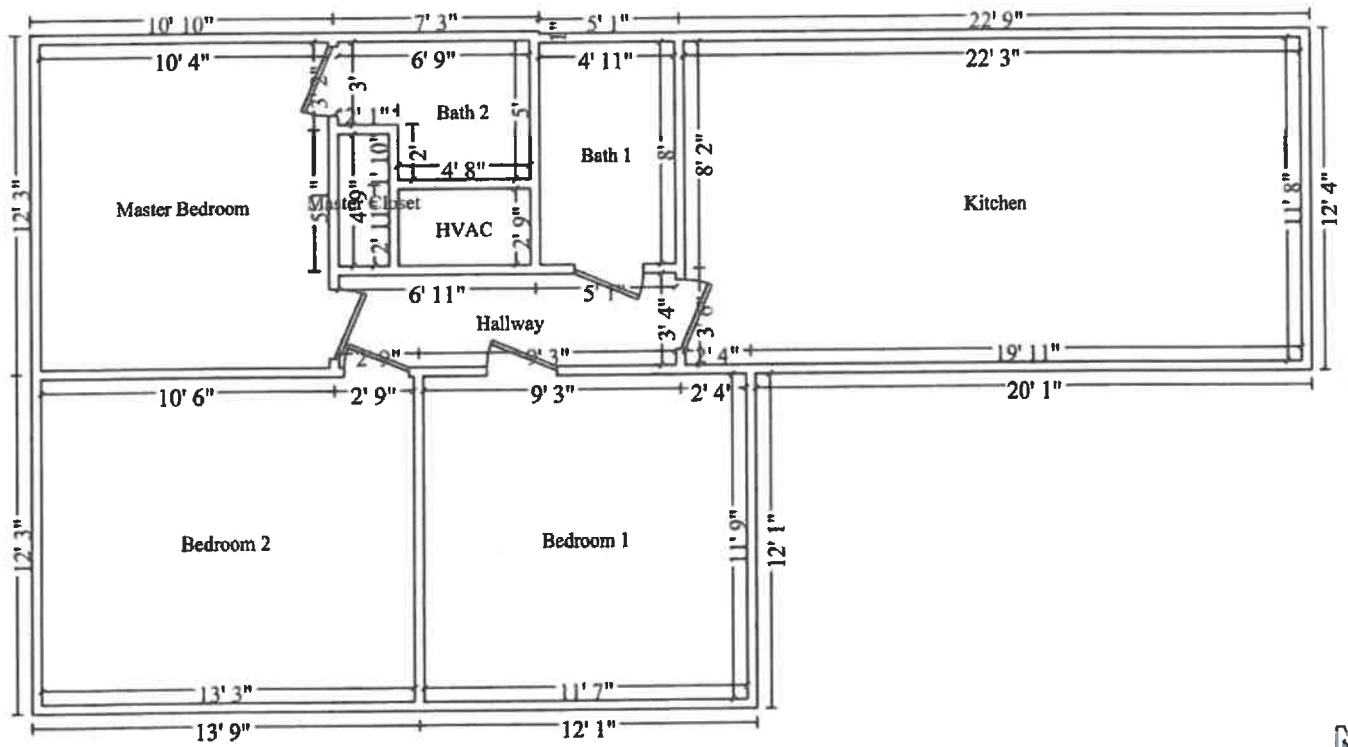
Area: Main Level	564.85	13.99%
Kitchen	231.00	5.72%
Hallway	878.55	21.76%
Bath 1	131.57	3.26%
Bedroom 1	675.81	16.74%
Bedroom 2	712.91	17.66%
Master Bedroom	634.02	15.70%
Master Closet	85.08	2.11%
Bath 2	123.86	3.07%
<hr/>		
Area Subtotal: Main Level	4,037.65	100.00%
<hr/>		
Subtotal of Areas	4,037.65	100.00%
<hr/>		
Total	4,037.65	100.00%

Service Master Premiere
18400 Old Port Gibson Rd
Raymond, Ms 39154
601-941-0855
601-857-5780

Recap by Category

Items	Total	%
CLEANING	259.91	6.44%
GENERAL DEMOLITION	1,240.44	30.72%
WATER EXTRACTION & REMEDIATION	2,537.30	62.84%
Subtotal	4,037.65	100.00%

Main Level



Main Level

Cleaning quote

Client: Loren White
Property: 511 Oriole Rd
Jackson, MS 39202

Operator: KWILHELM

Estimator: Kyle Wilhelm
Company: Advanced Steam Extraction
Business: 3165 Virginia Street
Pearl, MS 39208

Business: (601) 720-2303

Type of Estimate: Cat 3

Date Entered: 3/30/2023

Date Assigned:

Price List: MSJA8X_JAN22

Labor Efficiency: Restoration/Service/Remodel

Estimate: 2023-03-30-1438

2023-03-30-1438

2023-03-30-1438

DESCRIPTION	QTY	UNIT PRICE	TOTAL
47. Emergency service call - during business hours	1.00 EA @	155.44 =	155.44
48. Equipment setup, take down, and monitoring (hourly charge)	5.00 HR @	54.13 =	270.65
49. Plastic bag - used for disposal of contaminated items	30.00 EA @	2.89 =	86.70
50. Add for personal protective equipment - Heavy duty	6.00 EA @	38.97 =	233.82
51. Carbon vapor filter (for air scrubber) - 16" x 16"	1.00 EA @	69.03 =	69.03
52. Add for HEPA filter (for upright vacuums)	2.00 EA @	34.22 =	68.44
53. Equipment decontamination charge - per piece of equipment	14.00 EA @	31.80 =	445.20
54. Haul debris - per pickup truck load - including dump fees	2.00 EA @	134.37 =	268.74

Hallway

Hallway

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Tear out non-salv wood floor, no bagging - Category 3	39.00 SF @	4.34 =	169.26
3. Apply plant-based anti-microbial agent to the surface area	39.00 SF @	0.28 =	10.92
4. Tear out wet drywall, no bagging, per LF - to 2' - Cat 3	12.00 LF @	4.42 =	53.04
5. HEPA Vacuuming - hourly charge	1.50 HR @	57.26 =	85.89
6. Air mover (per 24 hour period) - No monitoring 1 unit x 3 days = 3 units used	3.00 EA @	29.50 =	88.50
20. Tear out baseboard and bag for disposal - up to Cat 3	24.00 LF @	0.92 =	22.08

Hallway Bathroom

DESCRIPTION	QTY	UNIT PRICE	TOTAL
7. Tear out non-salv wood floor & bag - Category 3 water	30.00 SF @	5.24 =	157.20
8. Apply plant-based anti-microbial agent to the surface area	30.00 SF @	0.28 =	8.40
9. Tear out wet drywall, no bagging, per LF - to 2' - Cat 3	10.00 LF @	4.42 =	44.20
10. HEPA Vacuuming - hourly charge	0.50 HR @	57.26 =	28.63
11. Air mover (per 24 hour period) - No monitoring 2 units x 3 days = 6 units used	6.00 EA @	29.50 =	177.00
21. Tear out baseboard and bag for disposal - up to Cat 3	10.00 LF @	0.92 =	9.20

Bedroom 1

DESCRIPTION	QTY	UNIT PRICE	TOTAL
12. Tear out non-salv wood floor & bag - Category 3 water	100.00 SF @	5.24 =	524.00
13. Apply plant-based anti-microbial agent to the surface area	100.00 SF @	0.28 =	28.00

CONTINUED - Bedroom 1

DESCRIPTION	QTY	UNIT PRICE	TOTAL
14. Tear out wet drywall, cleanup, bag, per LF - 2' aft hrs	16.00 LF @	5.18 =	82.88
15. HEPA Vacuuming - hourly charge	1.50 HR @	57.26 =	85.89
16. Air mover (per 24 hour period) - No monitoring	6.00 EA @	29.50 =	177.00
2 unit x 3 days = 6 units used			
17. Dehumidifier (per 24 hour period) - Large - No monitoring	3.00 EA @	76.50 =	229.50
1 unit x 3 days = 3 units used			
22. Tear out baseboard and bag for disposal - up to Cat 3	32.00 LF @	0.92 =	29.44

Bedroom 2

DESCRIPTION	QTY	UNIT PRICE	TOTAL
18. Tear out non-salv wood floor & bag - Category 3 water	44.00 SF @	5.24 =	230.56
19. Apply plant-based anti-microbial agent to the surface area	44.00 SF @	0.28 =	12.32
23. Tear out baseboard and bag for disposal - up to Cat 3	12.00 LF @	0.92 =	11.04
24. Air mover (per 24 hour period) - No monitoring	3.00 EA @	29.50 =	88.50
1 unit x 3 days = 3 units used			
25. HEPA Vacuuming - hourly charge	1.00 HR @	57.26 =	57.26
26. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	10.00 LF @	5.18 =	51.80

Bedroom 3

DESCRIPTION	QTY	UNIT PRICE	TOTAL
27. Tear out non-salv wood floor & bag - Category 3 water	96.00 SF @	5.24 =	503.04
28. Apply plant-based anti-microbial agent to the surface area	96.00 SF @	0.28 =	26.88
29. Tear out baseboard and bag for disposal - up to Cat 3	30.00 LF @	0.92 =	27.60
30. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	20.00 LF @	5.18 =	103.60
31. HEPA Vacuuming - hourly charge	2.00 HR @	57.26 =	114.52
32. Air mover (per 24 hour period) - No monitoring	6.00 EA @	29.50 =	177.00
2 units x 3 days = 6 units used			
33. Negative air fan/Air scrubber (24 hr period) - No monit.	3.00 DA @	75.00 =	225.00
1 units x 3 days = 3 units used			

Bathroom

DESCRIPTION	QTY	UNIT PRICE	TOTAL
34. Tear out non-salv wood floor & bag - Category 3 water	54.00 SF @	5.24 =	282.96
35. Apply plant-based anti-microbial agent to the surface area	54.00 SF @	0.28 =	15.12
36. Tear out baseboard and bag for disposal - up to Cat 3	8.00 LF @	0.92 =	7.36
37. HEPA Vacuuming - hourly charge	1.00 HR @	57.26 =	57.26
38. Air mover (per 24 hour period) - No monitoring 1 unit x 3 days = 3 units used	3.00 EA @	29.50 =	88.50
39. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	9.00 LF @	5.18 =	46.62

Dining Room

DESCRIPTION	QTY	UNIT PRICE	TOTAL
40. Tear out non-salv wood floor & bag - Category 3 water	60.00 SF @	5.24 =	314.40
41. Apply plant-based anti-microbial agent to the surface area	60.00 SF @	0.28 =	16.80
42. HEPA Vacuuming - hourly charge	1.50 HR @	57.26 =	85.89
43. Tear out baseboard and bag for disposal - up to Cat 3	12.00 LF @	0.92 =	11.04
44. Air mover (per 24 hour period) - No monitoring 2 units x 3 days = 6 units used	6.00 EA @	29.50 =	177.00
45. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	12.00 LF @	5.18 =	62.16
46. Dehumidifier (per 24 hour period) - XXLarge- No monitoring 1 unit x 3 days = 3 units used	3.00 EA @	133.00 =	399.00

Summary

Line Item Total	6,802.28
Replacement Cost Value	<u>\$6,802.28</u>
Net Claim	<u><u>\$6,802.28</u></u>

Kyle Wilhelm

Recap of Taxes

Recap by Room

Estimate: 2023-03-30-1438	1,598.02	23.49%
Area: Hallway	429.69	6.32%
Hallway Bathroom	424.63	6.24%
<hr/>		
Area Subtotal: Hallway	854.32	12.56%
Bedroom 1	1,156.71	17.00%
Bedroom 2	451.48	6.64%
Bedroom 3	1,177.64	17.31%
Bathroom	497.82	7.32%
Dining Room	1,066.29	15.68%
<hr/>		
Subtotal of Areas	6,802.28	100.00%
<hr/>		
Total	6,802.28	100.00%

Recap by Category

Items	Total	%
GENERAL DEMOLITION	3,012.22	44.28%
WATER EXTRACTION & REMEDIATION	3,790.06	55.72%
Subtotal	6,802.28	100.00%



911 RESTORATION LLC

cleaning quote

101 FIRST CHOICE DR., STE. D
MADISON, MS 39110
601-707-5463

Client: Loren and Nancy White
Property: 511 Oriole Street
Jackson, MS 39204

Cellular: (601) 896-2413

Operator: RICHARD.

Estimator: 911 RESTORATION LLC
Company: 911 RESTORATION CENTRAL MS
Business: 101 FIRST CHOICE DR. STE. D
MADISON, MS 39110

Business: (601) 707-5463
E-mail: richard.sims@911restoration.com

Type of Estimate:

Date Entered: 3/28/2023

Date Assigned:

Price List: MSJA8X_MAR23

Labor Efficiency: Restoration/Service/Remodel

Estimate: 2023-03-28-1234

Sewage backup from city of Jackson sewer affecting 3/4 of home



911 RESTORATION LLC

101 FIRST CHOICE DR., STE. D
MADISON, MS 39110
601-707-5463

2023-03-28-1234

Main Level

Main Level

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Emergency service call - during business hours	1.00 EA @	175.95 =	175.95
2. On-Site Evaluation and/or Supervisor/Admin - per hour	4.00 HR @	65.98 =	263.92
3. Dumpster load - Approx. 12 yards, 1-3 tons of debris	3.00 EA @	450.00 =	1,350.00
4. Personal protective mask (N-95)	10.00 EA @	2.91 =	29.10
5. Add for personal protective equipment - Heavy duty	10.00 EA @	41.28 =	412.80
6. Protect contents - Cover with plastic	500.00 SF @	0.23 =	115.00
7. Content Manipulation charge - per hour	10.00 HR @	43.51 =	435.10

Living Room

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
8. Tear out baseboard and bag for disposal - up to Cat 3	62.83 LF @	1.03 =	64.71
9. Remove Base shoe	62.83 LF @	0.18 =	11.31
10. Tear out non-salv solid/eng. wood flr & bag for disposal	231.08 SF @	4.05 =	935.8
11. Tear out wet drywall, no bagging, per LF - to 2' - Cat 3	62.83 LF @	4.99 =	313.52
12. Tear out and bag wet insulation - Category 3 water	22.67 SF @	1.51 =	34.23
13. Apply anti-microbial agent to more than the floor	316.58 SF @	0.29 =	91.81
14. Air mover (per 24 hour period) - No monitoring	6.00 EA @	29.50 =	177.00
15. Dehumidifier (per 24 hr period)- 110-159 ppd - No monitor.	3.00 EA @	102.69 =	308.07

KitchenLiving Room

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
16. Tear out baseboard and bag for disposal - up to Cat 3	68.00 LF @	1.03 =	70.04
17. Tear out non-salv solid/eng. wood flr & bag for disposal	261.44 SF @	4.05 =	1,058.83
18. Tear out wet drywall, no bagging, per LF - to 2' - Cat 3	68.00 LF @	4.99 =	339.32
19. Tear out and bag wet insulation - Category 3 water	45.50 SF @	1.51 =	68.71
20. Apply anti-microbial agent to more than the floor	306.94 SF @	0.29 =	89.01
21. Air mover (per 24 hour period) - No monitoring	6.00 EA @	29.50 =	177.00
22. Dehumidifier (per 24 hr period)- 110-159 ppd - No monitor.	3.00 EA @	102.69 =	308.07

Master Bedroom

Height: 8'



911 RESTORATION LLC

101 FIRST CHOICE DR., STE. D
MADISON, MS 39110
601-707-5463

DESCRIPTION	QTY	UNIT PRICE	TOTAL
23. Tear out baseboard and bag for disposal - up to Cat 3	47.00 LF @	1.03 =	48.41
24. Tear out non-salv solid/eng. wood flr & bag for disposal	92.36 SF @	4.05 =	374.06
25. Tear out wet drywall, no bagging, per LF - to 2' - Cat 3	47.00 LF @	4.99 =	234.53
26. Tear out and bag wet insulation - Category 3 water	22.67 SF @	1.51 =	34.23
27. Apply anti-microbial agent to more than the floor	115.03 SF @	0.29 =	33.36
28. Air mover (per 24 hour period) - No monitoring	6.00 EA @	29.50 =	177.00
29. Dehumidifier (per 24 hr period)- 110-159 ppd - No monitor.	3.00 EA @	102.69 =	308.07

Master bath **Height: 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
30. Tear out non-salvageable tile floor & bag - Cat 3 water	29.56 SF @	5.97 =	176.47
31. Apply anti-microbial agent to the floor	29.56 SF @	0.29 =	8.57
32. Air mover (per 24 hour period) - No monitoring	3.00 EA @	29.50 =	88.50

Boys closet **Height: 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
33. Tear out baseboard and bag for disposal - up to Cat 3	16.67 LF @	1.03 =	17.17
34. Tear out non-salv solid/eng. wood flr & bag for disposal	16.67 SF @	4.05 =	67.51
35. Tear out wet drywall, no bagging, per LF - to 2' - Cat 3	16.67 LF @	4.99 =	83.18
36. Tear out and bag wet insulation - Category 3 water	5.50 SF @	1.51 =	8.31
37. Apply anti-microbial agent to more than the floor	38.84 SF @	0.29 =	11.26
38. Air mover (per 24 hour period) - No monitoring	3.00 EA @	29.50 =	88.50

Bathroom to right **Height: 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
39. Apply anti-microbial agent to the floor	40.42 SF @	0.29 =	11.72
40. Air mover (per 24 hour period) - No monitoring	3.00 EA @	29.50 =	88.50
41. Tear out non-salvageable tile floor & bag - Cat 3 water	40.42 SF @	5.97 =	241.31

Hallway **Height: 8'**



911 RESTORATION LLC

101 FIRST CHOICE DR., STE. D
 MADISON, MS 39110
 601-707-5463

DESCRIPTION	QTY	UNIT PRICE	TOTAL
42. Tear out baseboard and bag for disposal - up to Cat 3	64.17 LF @	1.03 =	66.10
43. Tear out non-salv solid/eng. wood flr & bag for disposal	97.94 SF @	4.05 =	396.66
44. Tear out wet drywall, no bagging, per LF - to 2' - Cat 3	64.17 LF @	4.99 =	320.21
45. Apply anti-microbial agent to more than the floor	162.11 SF @	0.29 =	47.01
46. Air mover (per 24 hour period) - No monitoring	6.00 EA @	29.50 =	177.00
47. Dehumidifier (per 24 hr period)- 110-159 ppd - No monitor.	3.00 EA @	102.69 =	308.07

Girls room to left

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
48. Tear out baseboard and bag for disposal - up to Cat 3	51.67 LF @	1.03 =	53.22
49. Tear out non-salv solid/eng. wood flr & bag for disposal	155.05 SF @	4.05 =	627.95
50. Tear out wet drywall, no bagging, per LF - to 2' - Cat 3	51.67 LF @	4.99 =	257.83
51. Tear out and bag wet insulation - Category 3 water	23.17 SF @	1.51 =	34.99
52. Apply anti-microbial agent to more than the floor	206.72 SF @	0.29 =	59.95
53. Air mover (per 24 hour period) - No monitoring	6.00 EA @	29.50 =	177.00
54. Dehumidifier (per 24 hr period)- 110-159 ppd - No monitor.	3.00 EA @	102.69 =	308.07

Master Closet

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
55. Tear out baseboard and bag for disposal - up to Cat 3	13.45 LF @	1.03 =	13.85
56. Tear out non-salv solid/eng. wood flr & bag for disposal	10.02 SF @	4.05 =	40.58
57. Tear out wet drywall, no bagging, per LF - to 2' - Cat 3	13.45 LF @	4.99 =	67.12
58. Tear out and bag wet insulation - Category 3 water	26.90 SF @	1.51 =	40.62
59. Apply anti-microbial agent to more than the floor	23.47 SF @	0.29 =	6.81
60. Air mover (per 24 hour period) - No monitoring	3.00 EA @	29.50 =	88.50

Girls closet

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
61. Tear out baseboard and bag for disposal - up to Cat 3	12.01 LF @	1.03 =	12.37
62. Tear out non-salv solid/eng. wood flr & bag for disposal	8.32 SF @	4.05 =	33.70
63. Tear out wet drywall, no bagging, per LF - to 2' - Cat 3	12.01 LF @	4.99 =	59.93
64. Tear out and bag wet insulation - Category 3 water	4.00 SF @	1.51 =	6.04
65. Apply anti-microbial agent to more than the floor	24.33 SF @	0.29 =	7.06



911 RESTORATION LLC

101 FIRST CHOICE DR., STE. D
MADISON, MS 39110
601-707-5463

CONTINUED - Girls closet

DESCRIPTION	QTY	UNIT PRICE	TOTAL
66. Air mover (per 24 hour period) - No monitoring	3.00 EA @	29.50 =	88.50

boys bedroom to right

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
67. Tear out baseboard and bag for disposal - up to Cat 3	46.00 LF @	1.03 =	47.38
68. Tear out non-salv solid/eng. wood flr & bag for disposal	132.19 SF @	4.05 =	535.37
69. Tear out wet drywall, no bagging, per LF - to 2' - Cat 3	46.00 LF @	4.99 =	229.54
70. Tear out and bag wet insulation - Category 3 water	33.75 SF @	1.51 =	50.96
71. Apply anti-microbial agent to more than the floor	165.94 SF @	0.29 =	48.12
72. Air mover (per 24 hour period) - No monitoring	3.00 EA @	29.50 =	88.50

Grand Total Areas:

3,439.71 SF Walls	1,075.03 SF Ceiling	4,514.74 SF Walls and Ceiling
1,075.03 SF Floor	119.45 SY Flooring	429.96 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	429.96 LF Ceil. Perimeter
1,075.03 Floor Area	1,181.19 Total Area	3,439.71 Interior Wall Area
1,803.00 Exterior Wall Area	200.33 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



911 RESTORATION LLC

101 FIRST CHOICE DR., STE. D
MADISON, MS 39110
601-707-5463

Summary

Line Item Total	13,229.04
Replacement Cost Value	\$13,229.04
Net Claim	\$13,229.04

911 RESTORATION LLC



911 RESTORATION LLC

101 FIRST CHOICE DR., STE. D
MADISON, MS 39110
601-707-5463

1



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4



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6



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911 RESTORATION LLC

101 FIRST CHOICE DR., STE. D
MADISON, MS 39110
601-707-5463

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911 RESTORATION LLC

101 FIRST CHOICE DR., STE. D
MADISON, MS 39110
601-707-5463

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30



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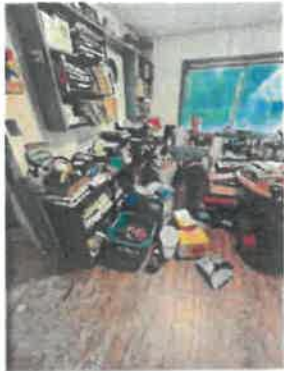




911 RESTORATION LLC

101 FIRST CHOICE DR., STE. D
MADISON, MS 39110
601-707-5463

33



34



35



36



37



38





911 RESTORATION LLC

101 FIRST CHOICE DR., STE. D
MADISON, MS 39110
601-707-5463

Image Detail

Image No.	Type	Date Taken	Taken By
1	1-IMG-3335 master	3/28/2023	
2	2-IMG-3334 master	3/28/2023	
3	3-IMG-3333 master bath	3/28/2023	
4	4-IMG-3332 master bath	3/28/2023	
5	5-IMG-3331 master cloest	3/28/2023	
6	6-IMG-3330 master	3/28/2023	
7	7-IMG-3329 master	3/28/2023	
8	8-IMG-3328 master	3/28/2023	
9	9-IMG-3327 girls room	3/28/2023	
10	10-IMG-3326 girls room	3/28/2023	
11	11-IMG-3325 girls room	3/28/2023	
12	12-IMG-3324 girls room	3/28/2023	
13	13-IMG-3323 girls room	3/28/2023	
14	14-IMG-3322 girls room	3/28/2023	
15	15-IMG-3321 hallway girls room	3/28/2023	
16	16-IMG-3320 boys room	3/28/2023	
17	17-IMG-3319 boys room	3/28/2023	
18	18-IMG-3318	3/28/2023	



911 RESTORATION LLC

101 FIRST CHOICE DR., STE. D
MADISON, MS 39110
601-707-5463

Continued - Image Detail

Image No.	Type	Date Taken	Taken By
19	boys room 19-IMG-3317	3/28/2023	
20	boys room 20-IMG-3316	3/28/2023	
21	guest bathtub 21-IMG-3315	3/28/2023	
22	guest bath 22-IMG-3314	3/28/2023	
23	hallway guest bath 23-IMG-3313	3/28/2023	
24	guest bath hallway 24-IMG-3312	3/28/2023	
25	hallway 25-IMG-3311	3/28/2023	
26	doorway to back porch 26-IMG-3310	3/28/2023	
27	doorway to outside kitchen 27-IMG-3309	3/28/2023	
28	kitchen 28-IMG-3308	3/28/2023	
29	kitchen 29-IMG-3307	3/28/2023	
30	kitchen 30-IMG-3306	3/28/2023	
31	dining room/kitchen 31-IMG-3305	3/28/2023	
32	dining room /kitchen 32-IMG-3304	3/28/2023	
33	dining room/kitchen 33-IMG-3303	3/28/2023	
34	dining room 34-IMG-3302	3/28/2023	
35	kitchen/dining/hallway to bedrooms 35-IMG-3301	3/28/2023	
36	living room 36-IMG-3300	3/28/2023	



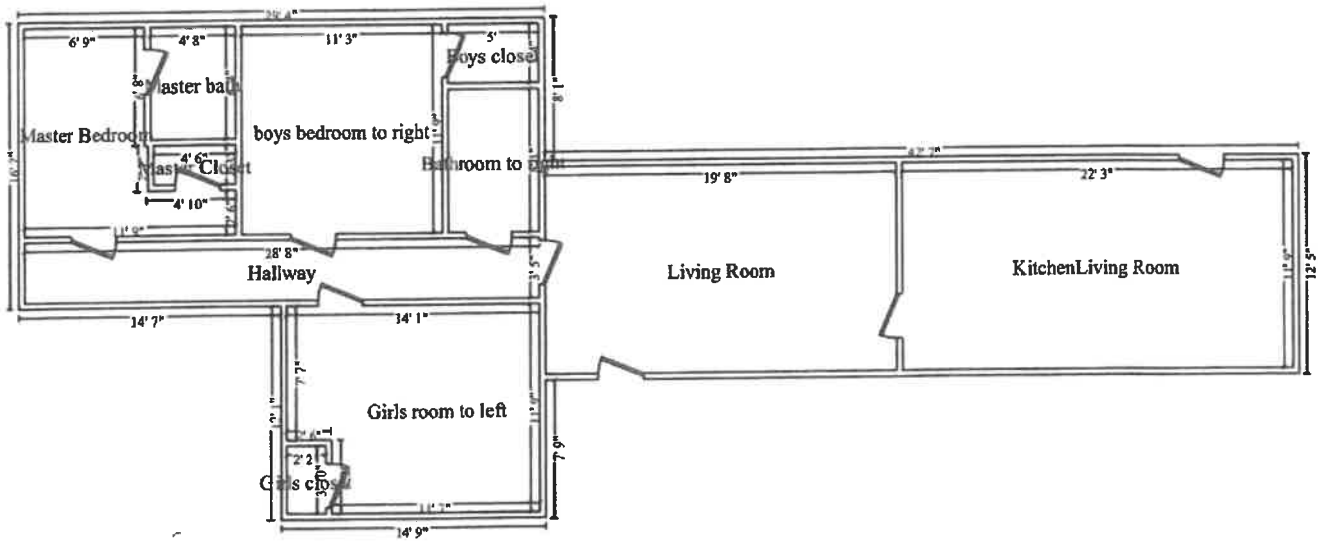
911 RESTORATION LLC

101 FIRST CHOICE DR., STE. D
MADISON, MS 39110
601-707-5463

Continued - Image Detail

Image No.	Type	Date Taken	Taken By
37	living room 37-IMG-3299	3/28/2023	
38	living room 38-IMG-3298	3/28/2023	
	entry to living room		

Main Level



Main Level

Plumbing not cleaning quote
Installation of valve and piping
on personal property - Not City infrastructure

897628



Loren White
511 Oriole Dr
Jackson, MS 39204

Michael Jones
511 Oriole Dr
Jackson, MS 39204

[Faded handwritten notes, partially obscured by a yellow highlighter. Some legible words include 'quote', 'piping', and 'valve'.]

RECEIVED

APR 06 2023

RISK MANAGEMENT DIVISION

Memorandum of Understanding

RECEIVED

APR 06 2023

TO: Whom It May Concern

FROM: Loren White

DATE: April 6, 2023

RISK MANAGEMENT DIVISION

RE: Claim for Damages Against the City of Jackson, Mississippi
Location: 511 Oriole Drive
Claim Number: 14900

This is to certify that I, Loren White, have the following understanding regarding the above captioned claim against the City of Jackson:

- ServiceMaster Premiere will provide the clean-up work at my residence in the amount of \$4,037.65. The check will be made out in my name and I understand I am responsible for paying ServiceMaster.
- I understand the payment of the clean- up cost by the City of Jackson does not conclude that the City has accepted liability.
- In order to be compensated for my repair claim, a "City of Jackson Liability Reporting Claim Form" must be completed. Once the claim form is received in the Risk Management Division, an investigation will be conducted. Subsequent to the investigation, I will be advised, in writing, as to the disposition of my repair claim and any other damage.



Loren White
511 Oriole Drive
Jackson, MS 39204



C & C Complete Contracting Inc.
 127 Stonebrook Drive
 Florence, MS 39073

Estimate

Unable to measure some quantities

No comparable quote for demo bath and reinstall

Name/Address
Loren White 511 Oriole Drive Jackson, MS 39204

Date	Estimate No.	Project
04/18/23	18	

Item	Description	Quantity	Cost	Total
23 Floor Coverings	2 1/4 oak refinish	526	3.00	1,578.00
18 Interior Walls	replace sheetrock and base		1,175.00	1,175.00
24 Paint	paint new base		775.00	775.00
23 Floor Coverings	replace vinyl plank		210.00	210.00
02.10 Demo	demo bath and reinstall		9,000.00	9,000.00
			Total	\$12,738.00

495587

Statement

4-20-23

Loren White

TERMS

571 Oriole Dr.

\$5556.00

WORK WITH

Wilson Pro Flooring

hardwood

11'4" x 12' = 128 sq ft

16' x 12' = 192 sq ft, 2' x 5' = 10 sq ft

11'3" x 12' = 135 sq ft

12' x 3'6" = 43 sq ft

474 sq. ft Finish wood floors

\$4750.00

5 x 7 = 20 sq ft vinyl Repair vinyl

\$125.00

160 ft of 1/4 Base Board.

\$675.00



Wilson's Professional Flooring

37 years experience

Residential and Commercial work Guaranteed

Wayne Wilson 601-937-7890

TOTAL DUE

\$5556.00

INVOICE

Grete Renovations LLC
909 Wildwood Dr.
Clinton, MS 39056

greterenos@gmail.com
+1 8506121159

Nancy White

Bill to
Nancy White

Invoice details
Invoice no.: 1070
Invoice date: 04/14/2023

Product or service	Amount
1. Services Drywall repair (~66.7 ft ²) and baseboard install (~200 lft ea)	\$816.13
2. Services Patch vinyl floor (flooring provided)	\$418.83
3. Services Sand and refinish wood floor (~470 ft ²)	\$4,586.10
Total	\$5,821.06

Note to customer
Thank you for your business.

155 Ironwood Dr
Florence, MS, 39073
(601) 503-3364
jw_ashley@hotmail.com

Estimate

Ashley Brothers Construction

For: Nancy White
Ldwhite68@gmail.com
511 Oriole Dr
Jackson, MS, 39204-4843
(601) 896-2413

Estimate No: 52
Date: 04/18/2023

Description	Quantity	Rate	Amount
Sand and satin oak flooring	534	\$3.00	\$1,602.00
		Subtotal	\$1,602.00
		TAX 7%	\$112.14
		Total	\$1,714.14
		Total	\$1,714.14

Hotel	City	Check in	Check out	Total
Super 8	Pearl	26-Mar	27-Mar	\$85.69
Super 8	Pearl	27-Mar	28-Mar	\$85.69
Super 8	Pearl	31-Mar	6-Apr	\$508.02
Super 8	Pearl	12-May	13-May	\$72.58
Super 8	Pearl	12-May	14-May	\$175.24
Total				\$927.22

No invoices or receipts
for stay.

Quantity	Item	Value
GIRLS ROOM		
Rebecca's		
1	Twin Size Box Spring Mattress	70
1	Light Cardigan	20
1	Capris	12
2	Leggings	20
1	Ladies Braided Leather Belt	13
1	Single AHG Hammock	30
1	Pair Slides	10
1	Loofah	1
1	Oral B Toothbrush	2
1	Bra	12
3	pair Socks	6
1	White Sandals	11
2	iphone cords	9
1	craft organizer bag	30
1	pair sneakers	33
1	Collapsible Hamper	21
1	Card table chair	12
1	AHG uniform shirt	32
1	Prayer journal	10

Sarah's		
1	pair Sketchers Sneakers	20
1	soccer ball	16
1	Oral B Toothbrush	2
1	card table chair	12
1	student desk	112

Mom's		
1	Norwex Toilet Brush	45
1	Norwex Mop	75
1	bathroom rug	25
1	shower curtain	10
1	trash can	5
1	clothes hamper	7

BOYS ROOM		
1	package guitar strings	8
1	water bottle	25
1	weight lifting belt	50
1	Shirt	10

1 Work Belt	15
1 pair work gloves	15
jogging pants	40
1 clear floor protector	70
1 pair white socks	5
1 sleeping bag	20
1 single person tent	35
1 Pair slippers	25
1 office chair	140
1 plastic floor mat for chair	70
1 toothbrush	2
1 laundry basket	11

HOUSE

80 lbs of kitty litter absorbed sewage	40
2 pillows	10
5 stuffed animals	20
1 Broom	7
1 dustpan	5
1 folding table	10

TOTAL 1316

24

ORDER ACCEPTING PAYMENT OF \$4,854.41 FROM PROGRESSIVE INSURANCE COMPANY ON BEHALF OF THEIR INSURED {MCLINDA TODD} AS A VEHICLE DAMAGE SETTLEMENT.

IT IS HEREBY ORDERED by the City Council for the City of Jackson, Mississippi, that the City Attorney or designee, be authorized to execute all necessary documents and accept payment in the amount of \$4,854.41 by Risk Management for damages sustained to City of Jackson vehicle SUV-152 on August 31, 2022.

APPROVED FOR AGENDA:

Item # 24
Agenda Date: 10 OCTOBER 2023
By: C. Martin, Lumumba

09/19/2023
{TBP}

APPROVED FOR AGENDA
C. MARTIN, LUMUMBA
CITY ATTORNEY

Office of the City Attorney

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

Handwritten signature and vertical text on the right margin.

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING PAYMENT OF \$4,854.41 FROM PROGRESSIVE INSURANCE COMPANY ON BEHALF OF THEIR INSURED MCLINDA TODD AS A VEHICLE DAMAGE SETTLEMENT** is legally sufficient for placement in NOVUS Agenda.

Handwritten signature of Carrie Johnson.

Carrie Johnson, Senior Deputy City Attorney

10/3/023

DATE

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

09/19/2023

DATE

POINTS		COMMENTS						
1.	1. Brief Description/Purpose	ORDER ACCEPTING PAYMENT OF \$4,854.41 FROM PROGRESSIVE INSURANCE COMPANY ON BEHALF OF THEIR INSURED {MCLINDA TODD} AS A VEHICLE DAMAGE SETTLEMENT						
2.	Public Policy Initiative 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A						
3.	Who will be affected	City of Jackson						
4.	Benefits	N/A						
5.	Schedule (beginning date)	N/A						
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A						
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Office of the City Attorney						
8.	COST	\$4,854.41						
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>							
10.	EBO participation	ABE	_____ %	WAIVER	yes ___	no ___	N/A	<u> X </u>
		AABE	_____ %	WAIVER	yes ___	no ___	N/A	<u> X </u>
		WBE	_____ %	WAIVER	yes ___	no ___	N/A	<u> X </u>
		HBE	_____ %	WAIVER	yes ___	no ___	N/A	<u> X </u>
		NABE	_____ %	WAIVER	yes ___	no ___	N/A	<u> X </u>

MEMO

**TO: Chokwe Antar Lumumba, Mayor
City of Jackson**

DATE: September 19, 2023

**RE: Settlement of Vehicle Claim from Progressive Insurance Co.
{McLinda Todd 14686-VC}**

On 8/31/2022, Corporal Jermaine Cousins (SUV 152, 2012 Dodge Durango) was involved in a MVA with Wesley Todd (2015 Honda Accord) on Old Canton Rd near Fairway Street causing damage to both vehicles.

Progressive Insurance issued payment in the amount of \$4,854.41 for damage to the City vehicle and loss of use.

It is hereby recommended, pending City Council approval, that the City of Jackson accepts the aforementioned payment as a property damage settlement. The settlement amount represents the amount negotiated by the Risk Management Division to settle the property damage claim.

Nevertheless, the acceptance of this payment will not preclude the City from recovering workers' compensation benefits in the event same are paid in the future. If additional information is required, please let me know.



**Carrie Johnson, Senior Deputy City Attorney
Office of the City Attorney**

CJ/tbp

Attachments



CITY OF JACKSON
CLAIMS/RISK MANAGEMENT DIVISION
REVENUE TRANSMITTAL FORM

DATE: 9/19/2023

RECEIVED FROM: Progressive Insurance Company (Insured McLinda Todd)
Insurance Company 9 Claimant 9 Bank 9 Overpayment 9 Other 9

Comments: Claim #14686 D/L: 8/31/2022 Vehicle #__SUV 152
Division#: __001 442 40 6316

- 9 COUNCIL ORDER
- 9 REIMBURSEMENT/REFUND
- 9 LIABILITY

Financial Data:

Check# 6003541166 \$ 4,854.41
 Check# _____ \$ _____
 Check# _____ \$ _____

TOTAL DEPOSIT \$ 4,854.41

<u>Account Number (s)</u>	<u>Description of Payment</u>	<u>Amount Paid</u>
<u>407926765</u>	<u>SUV 152</u>	<u>\$4,854.41</u>
_____	_____	_____
_____	_____	_____

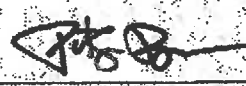
Prepared by: *Mac Darrell Poullard*

PROGRESSIVE VOID IF NOT PRESENTED WITHIN 90 DAYS DRAFT NUMBER: 56-389
6003541166 CLAIM NUMBER: 23-3140873 412
 PAYABLE THROUGH: NAME: CITY OF JACKSON MS **August 23, 2023**
 PNC BANK, N.A. 070
 ASHLAND, OH
 1-877-448-9544

PAY EXACTLY \$*****4,854.41

FOUR THOUSAND EIGHT HUNDRED FIFTY FOUR AND 41/100*****

PAY TO THE ORDER OF: CITY OF JACKSON MS Progressive Gulf Insurance Company

BY:  AUTHORIZED SIGNATURE

Progressive
PO Box 2930
Clinton, IA 52733-2930



510290 22962 1 MB 0.561 CMBPI01S 078 022962

Page 1 of 1

CITY OF JACKSON MS
ATTN RISK MANAGEMENT DIVISION
PO BOX 17
JACKSON, MS 39205



ADVICE FOR PAYMENT 6003541166

Payee: CITY OF JACKSON MS	Payment Date	08/23/2023
	Total Payment Amount	\$4,854.41
	Total Number of Invoices	1

If you have any questions regarding this payment, please call us at 1-800-274-4499.

Details

Claim Number: 233140873	Name: CITY OF JACKSON MS,	Date of Loss: 08/31/2022	Invoice Number: 115859106	Company: Progressive Gulf Insurance Company			
Type	Description	*Coverage	Reference	Identifier	Service Dates	Deductible	Payment Amount
Repair	Subrogation	PD	VEHICLE SUV152	20 DODGE DURANGO 301634	N/A	\$0.00	\$4,854.41

Total Payment Amount \$4,854.41

***Full Description of Coverage:**

PD - Property Damage Liability

Jenkins Automotive

Jenkins Automotive
 1120 England Road
 Jackson, MS 39209
 Business Phone: (601) 874-0440
 dougmontrel@gmail.com

Estimate

Est # 100
 ID # 12529862

Vehicle Info
 2019 Dodge -Durango SXT
 1C4RDHFG8LC301634
 Ext. Color: Bright White - PW7
 License: SUV152
 Body Type: 4 Door Utility
 Engine: 3.6L 6 Cyl Gas Injected
 Drive Type: 2WD

Owner
 Jackson police department
 All parts supplied by city garage

Insurance Company
 Inspection Date: 10/19/2022
 Repair Days: 4

RECEIVED

OCT 19 2022

RISK MANAGEMENT DIVISION

	Oper	Description	Part Number	Price	Labor
FRONT BUMPER					
1	Replace	FRT BUMPER COVER	6PP35TZZAB	\$621.00	Included 2.2 hrs. Paint panel 2.5 hrs. Refinish 0.9 hrs. Clearcoat, 0.5 hrs. Edging, 1.1 hrs. Blend
2	Overhaul	O/H BUMPER COVER ASSY (INCLUDES R&I) (FRT BUMPER COVER ASSY)			3.6 hrs. Body
3	R&R	ADD TO R&R OR O/H BUMPER COVER ASSY (FRT ADD W/PARKING SENSOR)			0.6 hrs. Body
4	Replace	L FRT BUMPER SIDE BRACKET	68411419AD	\$7.10	Included
	Replace	FLEX ADDITIVE		\$10.00	
	Other	HAZARDOUS WASTE REMOVAL Sublet - Nontaxed			\$5.00
GRILLE					
7		R&I GRILLE ASSY			0.4 hrs. Body
FRONT LAMPS					
8	R&I	LEFT R&I COMBINATION LAMP ASSY (L FRONT COMBINATION LAMP) w/Front Bumper Cover & Grille Removed, Includes R&I/R&R Upper Panel			Included
9	Replace	L FRT COMBINATION LAMP ASSEMBLY	68261183AI	\$1,215.00	0.3 hrs. Body
10	Check/Adjust	AIM LAMPS (HEADLAMPS)			0.4 hrs. Body
FRONT FENDER					
11	Replace	L FENDER PANEL	55369735AC	\$325.00	1.5 hrs. Body 2 hrs. Paint panel 2.3 hrs. Refinish 0.8 hrs. Clearcoat, 0.5 hrs. Edging, 1 hrs. Blend w/Bumper Cover & Combination Lamp Assy Removed, Includes R&I/R&R Fender Liners & Rocker Mouldings
12	Refinish	COLOR TINT - Taxed		\$10.00	0.5 hrs. Body
13	Refinish	COVER CAR FOR OVERSPRAY		\$5.00	0.3 hrs. Body
14	Replace	L FENDER WHEEL OPENING MLDG	6DR85TZZAC	\$202.00	Included 1.2 hrs. Paint panel 0.5 hrs. Refinish 0.5 hrs. Clearcoat
FRONT INNER STRUCTURE					
15	Replace	L FRT BODY HEADLAMP MTG BRKT	68227827AA	\$114.00	0.5 hrs. Body

FRONT DOOR

16 Blend L FRT DOOR SHELL 1.2 hrs. Blend 1.2 hrs. Refinish

Totals

Type	Labor Time	Cost	Total	Taxable
Body Labor	8.1	\$80.00	\$648.00	
Paint Labor	11.9	\$80.00	\$952.00	
Paint Supplies	11.9	\$42.00	\$499.80	✓
Nontaxed			\$5.00	
OEM Parts			\$2,484.10	✓
Other Parts			\$15.00	✓
Taxed			\$10.00	✓
Taxable Amount			\$3,008.90	
Tax	8%		\$240.71	
Nontaxable Amount			\$1,605.00	
Grand Total			\$4,854.61	



25

ORDER AUTHORIZING PAYMENT OF \$23,000.00 TO JOHNNIE R. KEYS AS FULL AND COMPLETE SETTLEMENT OF PROPERTY DAMAGE CLAIM AND NO ADMISSION OF LIABILITY

OFFICE OF THE CITY ATTORNEY
C. Martin Lumumba

WHEREAS, on December 30, 2022, sewage flowed into the house located at 4236 Overbrook Dr., Jackson, Mississippi, owned by the Johnnie R. Keys and caused damage; and

WHEREAS, pursuant to the terms of the Consent Decree entered in the United States District Court for the Southern district of Mississippi Cause # 3:12-CV-790 TSL-MTP, the City paid Keys the sum of \$29,559.01 hazard mitigation and cleaning; and

WHEREAS, Keys submitted a demand for payment of the cost of temporary lodging, interior restoration, and personal property damage; and

WHEREAS, after reviewing the circumstances surrounding the incident and the current state of the law regarding the availability of immunity pursuant to the Mississippi Tort Claims Act, the Office of the City Attorney recommended that the claim be compromised; and

WHEREAS, it is recommended that the claim of Johnnie R. Keys be compromised for the sum of \$23,000.00 *without any admission of liability*; and

WHEREAS, Johnnie R. Keys has agreed to the compromise of the claim and will release the City of Jackson;

IT IS HEREBY ORDERED that the claim of Johnnie R. Keys for property damage may be compromised for the sum of \$23,000.00 with the understanding that the City of Jackson is not admitting liability and subject to Johnnie R. Keys releasing the City of Jackson for any known or unknown damage arising out of the December 30, 2022 incident.

Agenda Item #25
October 24, 2023
C. Martin, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/12/2023
DATE

POINTS		COMMENTS						
1.	1. Brief Description/Purpose	ORDER AUTHORIZING PAYMENT OF \$23,000.00 TO JOHNNIE R. KEYS AS FULL AND COMPLETE SETTLEMENT OF PROPERTY CLAIM.						
2.	Public Policy Initiative 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A						
3.	Who will be affected	City of Jackson						
4.	Benefits	N/A						
5.	Schedule (beginning date)	N/A						
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A						
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Office of the City Attorney						
8.	COST	\$23,000.00						
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>							
10.	EBO participation	ABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		AABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		WBE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		HBE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		NABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>

OFFICE OF THE CITY ATTORNEY

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

OFFICE OF THE CITY ATTORNEY
[Handwritten signature]

This ORDER AUTHORIZING PAYMENT OF \$23,000.00 to JOHNNIE R. KEYS AS FULL AND COMPLETE SETTLEMENT OF PROPERTY DAMAGE CLAIM AND NO ADMISSION OF LIABILITY is legally sufficient for placement in NOVUS Agenda

[Handwritten signature]

Catoria Martin, City Attorney

10/18/23
Date

[Handwritten signature]

Carrie Johnson Deputy City Attorney

MEMO

TO: Chokwe Antar Lumumba, Mayor
City of Jackson

FROM: MacDarrell Poullard

DATE: October 4, 2023

RE: Settlement of Property Damage Claim for Johnnie R. Keys (14784-DT)

The attached Order seeks authority of the Council to compromise a claim for property damage submitted by Johnnie R. Keys when sewage flowed into her house located at 4236 Overbrook Drive.

The recommendation for compromise of the claim received after review by the Office of the City Attorney is \$23,000.00 following review of the circumstances surrounding the event and the current status of the City's entitlement to immunity under the Mississippi Tort Claims Act.

The claim is being compromised without an admission of liability and is subject to Johnnie R. Keys releasing the City.



MacDarrell Poullard

Attachments



GPS Map Camera

Jackson, MS, United States

Overbrook Dr, Jackson, 39213, MS, United States

Lat 32.353248, Long -90.215399

12/14/2022 12:44 PM GMT-06:00

Note : Captured by GPS Map Camera

Map



GPS Map Camera

Jackson, MS, United States

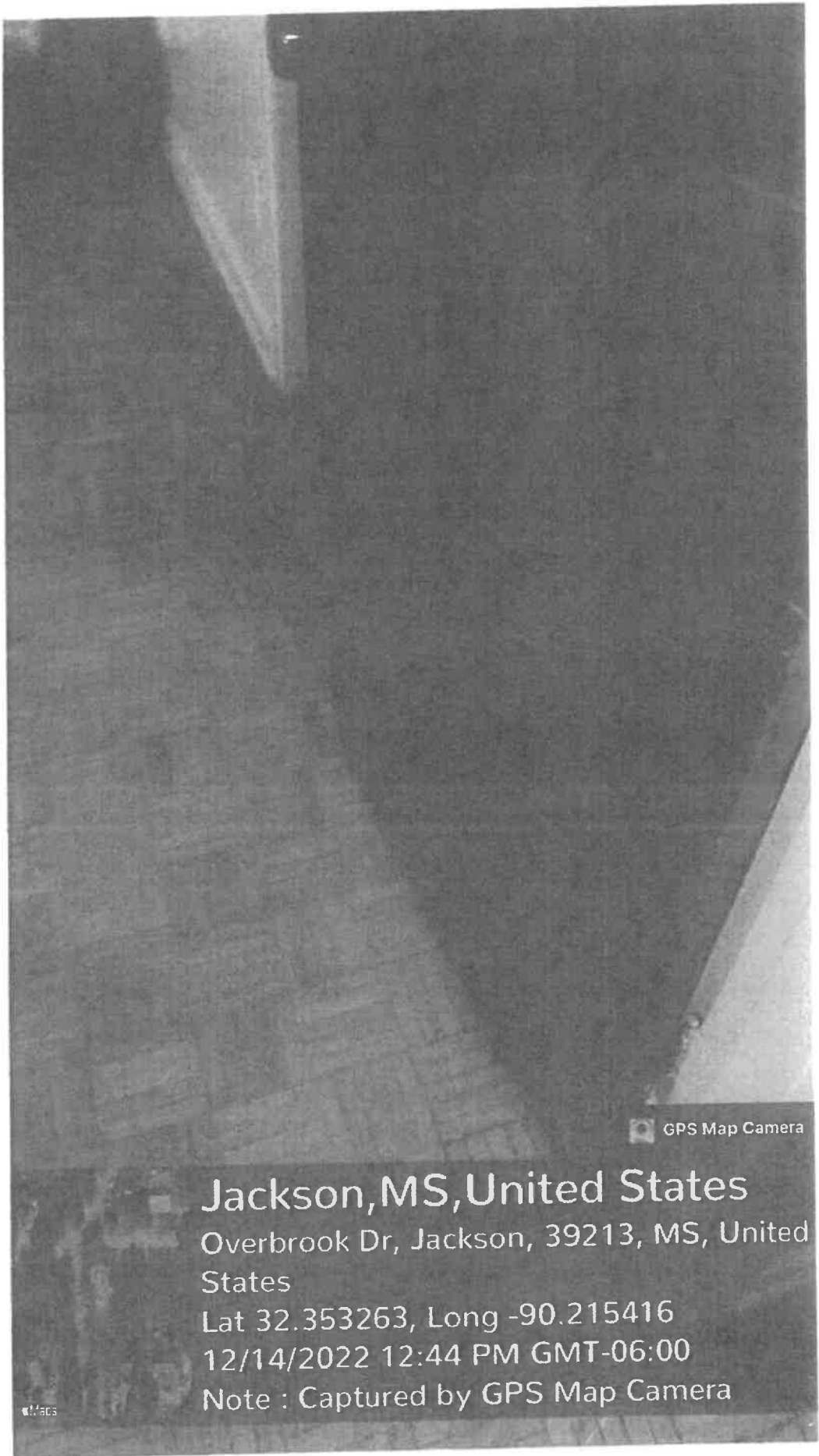
Overbrook Dr, Jackson, 39213, MS, United States

Lat 32.353248, Long -90.215400

12/14/2022 12:44 PM GMT-06:00

Note : Captured by GPS Map Camera

Map



GPS Map Camera

Jackson, MS, United States

Overbrook Dr, Jackson, 39213, MS, United States

Lat 32.353263, Long -90.215416

12/14/2022 12:44 PM GMT-06:00

Note : Captured by GPS Map Camera

© 2022



 GPS Map Camera

Jackson, MS, United States

Overbrook Dr, Jackson, 39213, MS, United States

Lat 32.353263, Long -90.215414

12/14/2022 12:44 PM GMT-06:00

Note : Captured by GPS Map Camera

1/603



GPS Map Camera

Jackson, MS, United States

Overbrook Dr, Jackson, 39213, MS, United States

Lat 32.353290, Long -90.215543


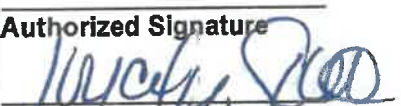
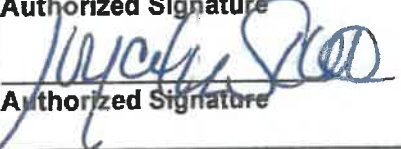
12/14/2022 12:44 PM GMT-06:00

Note : Captured by GPS Map Camera

Maps

REQUEST FOR PAYMENT

VENDOR NAME	KEYS, JOHNNIE	REQUEST#
		VENDOR#
	PLEASE CALL EXT. 1039 OR 0521 RISK MANAGEMENT	
		CIRCLE IF:
		PETTY CASH
TAX ID #(Required if new)		NEEDED BY
MINUTE BOOK REFERENCE		
ACCOUNT NUMBER	1 407946419	
INVOICE DATE	12/30/2022	APPROVAL
AMOUNT	29,559.01	Budget
		Accounting
Minority(Yes or No)		Reason Code
Explanation Justification		
REIMBURSEMENT FOR SEWER CLEANUP AT 4236 OVERBROOK DR PURSUANT TO EPA REGULATIONS BASED ON INVOICE FROM A-1 RAPID RESTORATION.		

	<u>MacDarrell Poullard</u> Print Name	1-20-23 Date
	<u>Valerie Coleman</u> Print Name	Date
	<u>Joycelyn Scott</u> Print Name	1/20/23 Date

JNS 01/20/2023b



A-1 Rapid Response Restoration, LLC

an IICRC Certified Firm

Client: Johnnie Keys
Property: 4236 Overbrook Dr
Jackson, MS 39213

Operator: BLANDMIC

Estimator: Michael Bland - CNC

Type of Estimate: Sewage
Date Entered: 12/30/2022 Date Assigned: 12/27/2022
Date Est. Completed: 12/30/2022 Date Job Completed:

Price List: MSJA8X_DEC22
Labor Efficiency: Restoration/Service/Remodel
Estimate: KEYS

This claim estimate is a result sewage overflow back into the home after heavy rains in the area caused by breakdown or failure of the City's water system where storm water drainage mixes with waste water. Plumber was dispatched to install a backflow valve to address future risk of this occurrence. All parquet floor coverings, base moldings, lower 2' of drywall and exterior face insulation have been saturated with raw sewage waste water inside the home. All of these materials require removal for Category 3 exposure and contamination per IICRC guidelines and further require cleaning of lower wall studs and base sill plates in wall cavities and anti-microbial sealing to prevent future health and safety risk to homeowner and other occupants of the residence.





A-1 Rapid Response Restoration, LLC

an IICRC Certified Firm

KEYS

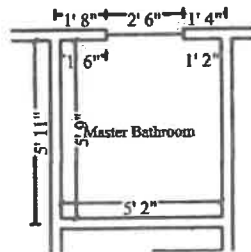
General Conditions

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
1. On-Site Evaluation and/or Supervisor/Admin - per hour	16.00 HR	65.00	83.20	1,123.20	(0.00)	1,123.20
2. Off-site storage & insurance - per month	1,200.00 SF	0.72	0.00	864.00	(0.00)	864.00
3. On-Site Inventory, Packing, Boxing, Moving chrg - per hour 3 workers for 8 hours each	24.00 HR	45.42	87.21	1,177.29	(0.00)	1,177.29
4. Add for personal protective equipment - Heavy duty 3 workers for 3 days	9.00 EA	41.28	29.72	401.24	(0.00)	401.24
Totals: General Conditions			200.13	3,565.73	0.00	3,565.73

Interior

Height: 8'

Master Bathroom



174.67 SF Walls	29.71 SF Ceiling
204.38 SF Walls & Ceiling	29.71 SF Floor
3.30 SY Flooring	21.83 LF Floor Perimeter
21.83 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
5. Muck-out/Flood loss cleanup - Heavy	29.71 SF	4.27	0.00	126.86	(0.00)	126.86
6. Apply plant-based anti-microbial agent to the floor*	29.71 SF	0.30	0.12	9.03	(0.00)	9.03
7. Toilet - Detach & reset	1.00 EA	250.23	20.02	270.25	(0.00)	270.25
8. Vanity - Detach & reset	3.00 LF	55.07	0.00	165.21	(0.00)	165.21
9. Vanity top - Detach & reset	3.00 LF	42.62	0.05	127.91	(0.00)	127.91
10. Remove 1/2" - drywall per LF - up to 2' tall	21.83 LF	2.44	0.00	53.27	(0.00)	53.27
11. Remove Casing - 3 1/4"	4.00 LF	0.55	0.00	2.20	(0.00)	2.20
12. Remove Batt insulation - 6" - R21 - unfaced batt	22.00 SF	0.31	0.00	6.82	(0.00)	6.82
13. Remove Baseboard - 3 1/4"	21.83 LF	0.49	0.00	10.70	(0.00)	10.70
14. Remove Base shoe	21.83 LF	0.18	0.00	3.93	(0.00)	3.93
15. Clean stud wall - Heavy	77.50 SF	1.81	0.12	140.40	(0.00)	140.40
16. Air mover (per 24 hour period) - No monitoring 2 air movers for 3 days	6.00 EA	29.50	0.00	177.00	(0.00)	177.00
Totals: Master Bathroom			20.31	1,093.58	0.00	1,093.58



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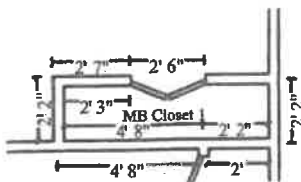


Master Bedroom

Height: 8'

456.00 SF Walls	187.47 SF Ceiling
643.47 SF Walls & Ceiling	187.47 SF Floor
20.83 SY Flooring	57.00 LF Floor Perimeter
57.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
17. Muck-out/Flood loss cleanup - Heavy	187.47 SF	4.27	0.00	800.50	(0.00)	800.50
18. Apply plant-based anti-microbial agent to the floor*	187.47 SF	0.30	0.75	56.99	(0.00)	56.99
19. Contents - move out then reset - Extra large room	1.00 EA	188.75	0.00	188.75	(0.00)	188.75
20. Remove 1/2" - drywall per LF - up to 2' tall	57.00 LF	2.44	0.00	139.08	(0.00)	139.08
21. Remove Batt insulation - 6" - R21 - unfaced batt	56.00 SF	0.31	0.00	17.36	(0.00)	17.36
22. Remove Paneling	456.00 SF	0.33	0.00	150.48	(0.00)	150.48
23. Remove Casing - 3 1/4"	12.00 LF	0.55	0.00	6.60	(0.00)	6.60
24. Clean stud wall - Heavy	77.50 SF	1.81	0.12	140.40	(0.00)	140.40
25. Remove Baseboard - 3 1/4"	57.00 LF	0.49	0.00	27.93	(0.00)	27.93
26. Remove Base shoe	57.00 LF	0.18	0.00	10.26	(0.00)	10.26
27. Remove Parquet flooring	187.47 SF	5.12	0.00	959.85	(0.00)	959.85
28. Air mover (per 24 hour period) - No monitoring air movers for 3 days	9.00 EA	29.50	0.00	265.50	(0.00)	265.50
29. Clean floor - Heavy	187.47 SF	0.68	0.15	127.63	(0.00)	127.63
30. Seal the floor w/anti-microbial coating - one coat	187.47 SF	1.38	12.45	271.16	(0.00)	271.16
Totals: Master Bedroom			13.47	3,162.49	0.00	3,162.49



MB Closet 1

Height: 8'

138.67 SF Walls	12.53 SF Ceiling
151.19 SF Walls & Ceiling	12.53 SF Floor
1.39 SY Flooring	17.33 LF Floor Perimeter
17.33 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
31. Muck-out/Flood loss cleanup - Heavy	12.53 SF	4.27	0.00	53.50	(0.00)	53.50
32. Apply plant-based anti-microbial agent to the floor*	12.53 SF	0.30	0.05	3.81	(0.00)	3.81
33. Remove 1/2" - drywall per LF - up to 2' tall	17.33 LF	2.44	0.00	42.29	(0.00)	42.29
34. Remove Baseboard - 3 1/4"	17.33 LF	0.49	0.00	8.49	(0.00)	8.49
35. Remove Base shoe	17.33 LF	0.18	0.00	3.12	(0.00)	3.12
36. Clean stud wall - Heavy	77.50 SF	1.81	0.12	140.40	(0.00)	140.40
37. Remove Parquet flooring	12.53 SF	5.12	0.00	64.15	(0.00)	64.15
38. Air mover (per 24 hour period) - No monitoring	3.00 EA	29.50	0.00	88.50	(0.00)	88.50

KEYS

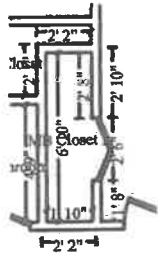


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CONTINUED - MB Closet 1

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
1 air movers for 3 days						
39. Clean floor - Heavy	12.53 SF	0.68	0.01	8.53	(0.00)	8.53
40. Seal the floor w/anti-microbial coating - one coat	12.53 SF	1.38	0.83	18.12	(0.00)	18.12
Totals: MB Closet 1			1.01	430.91	0.00	430.91



MB Closet 2

Height: 8'

138.67 SF Walls	12.53 SF Ceiling
151.19 SF Walls & Ceiling	12.53 SF Floor
1.39 SY Flooring	17.33 LF Floor Perimeter
17.33 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
41. Muck-out/Flood loss cleanup - Heavy	12.53 SF	4.27	0.00	53.50	(0.00)	53.50
42. Apply plant-based anti-microbial agent to the floor*	12.53 SF	0.30	0.05	3.81	(0.00)	3.81
43. Remove 1/2" - drywall per LF - up to 2' tall	17.33 LF	2.44	0.00	42.29	(0.00)	42.29
44. Remove Baseboard - 3 1/4"	17.33 LF	0.49	0.00	8.49	(0.00)	8.49
45. Remove Base shoe	17.33 LF	0.18	0.00	3.12	(0.00)	3.12
46. Clean stud wall - Heavy	77.50 SF	1.81	0.12	140.40	(0.00)	140.40
47. Remove Parquet flooring	12.53 SF	5.12	0.00	64.15	(0.00)	64.15
48. Air mover (per 24 hour period) - No monitoring	3.00 EA	29.50	0.00	88.50	(0.00)	88.50
1 air mover for 3 days						
49. Clean floor - Heavy	12.53 SF	0.68	0.01	8.53	(0.00)	8.53
50. Seal the floor w/anti-microbial coating - one coat	12.53 SF	1.38	0.83	18.12	(0.00)	18.12
Totals: MB Closet 2			1.01	430.91	0.00	430.91



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Hallway

Height: 8'



383.33 SF Walls
457.49 SF Walls & Ceiling
8.24 SY Flooring
50.00 LF Ceil. Perimeter

74.15 SF Ceiling
74.15 SF Floor
47.50 LF Floor Perimeter

Missing Wall

3' 2" X 8'

Opens into HALLWAY1

Missing Wall - Goes to Floor

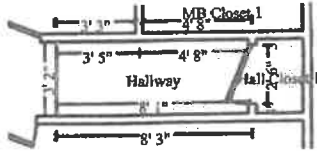
2' 6" X 6' 8"

Opens into DEN1

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
51. Muck-out/Flood loss cleanup - Heavy	74.15 SF	4.27	0.00	316.62	(0.00)	316.62
52. Apply plant-based anti-microbial agent to the floor*	74.15 SF	0.30	0.30	22.55	(0.00)	22.55
53. Remove 1/2" - drywall per LF - up to 2' tall	47.50 LF	2.44	0.00	115.90	(0.00)	115.90
54. Remove Wallpaper	383.33 SF	0.96	0.00	368.00	(0.00)	368.00
55. Remove Casing - 3 1/4"	12.00 LF	0.55	0.00	6.60	(0.00)	6.60
56. Remove Baseboard - 3 1/4"	47.50 LF	0.49	0.00	23.28	(0.00)	23.28
57. Remove Base shoe	47.50 LF	0.18	0.00	8.55	(0.00)	8.55
58. Clean stud wall - Heavy	77.50 SF	1.81	0.12	140.40	(0.00)	140.40
59. Remove Parquet flooring	74.15 SF	5.12	0.00	379.65	(0.00)	379.65
60. Air mover (per 24 hour period) - No monitoring 2 air movers for 3 days	6.00 EA	29.50	0.00	177.00	(0.00)	177.00
61. Dehumidifier (per 24 hr period) - 160+ ppd - No monitor. 1 unit for 3 days	3.00 EA	133.00	0.00	399.00	(0.00)	399.00
62. Clean floor - Heavy	74.15 SF	0.68	0.06	50.48	(0.00)	50.48
63. Seal the floor w/anti-microbial coating - one coat	74.15 SF	1.38	4.92	107.25	(0.00)	107.25
Totals: Hallway			5.40	2,115.28	0.00	2,115.28

Hallway

Height: 8'



154.67 SF Walls
180.26 SF Walls & Ceiling
2.84 SY Flooring
19.33 LF Ceil. Perimeter

25.60 SF Ceiling
25.60 SF Floor
19.33 LF Floor Perimeter

Missing Wall

3' 2" X 8'

Opens into HALLWAY

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
64. Muck-out/Flood loss cleanup - Heavy	25.60 SF	4.27	0.00	109.31	(0.00)	109.31
65. Apply plant-based anti-microbial agent to the floor*	25.60 SF	0.30	0.10	7.78	(0.00)	7.78
66. Remove 1/2" - drywall per LF - up to 2' tall	19.33 LF	2.44	0.00	47.17	(0.00)	47.17

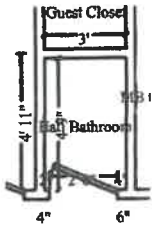


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CONTINUED - Hallway

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
67. Remove Wallpaper	154.67 SF	0.96	0.00	148.48	(0.00)	148.48
68. Remove Casing - 3 1/4"	12.00 LF	0.55	0.00	6.60	(0.00)	6.60
69. Remove Baseboard - 3 1/4"	19.33 LF	0.49	0.00	9.47	(0.00)	9.47
70. Remove Base shoe	19.33 LF	0.18	0.00	3.48	(0.00)	3.48
71. Clean stud wall - Heavy	77.50 SF	1.81	0.12	140.40	(0.00)	140.40
72. Remove Parquet flooring	25.60 SF	5.12	0.00	131.07	(0.00)	131.07
73. Air mover (per 24 hour period) - No monitoring 1 air mover for 3 days	3.00 EA	29.50	0.00	88.50	(0.00)	88.50
74. Clean floor - Heavy	25.60 SF	0.68	0.02	17.43	(0.00)	17.43
75. Seal the floor w/anti-microbial coating - one coat	25.60 SF	1.38	1.70	37.03	(0.00)	37.03
Totals: Hallway			1.94	746.72	0.00	746.72



Hall Bathroom

Height:

124.00 SF Walls	14.25 SF Ceiling
138.25 SF Walls & Ceiling	14.25 SF Floor
1.58 SY Flooring	15.50 LF Floor Perimeter
15.50 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
76. Muck-out/Flood loss cleanup - Heavy	14.25 SF	4.27	0.00	60.85	(0.00)	60.85
77. Apply plant-based anti-microbial agent to the floor*	14.25 SF	0.30	0.06	4.34	(0.00)	4.34
78. Toilet - Detach & reset	1.00 EA	250.23	20.02	270.25	(0.00)	270.25
79. Vanity top - Detach & reset	0.00 LF	42.62	0.00	0.00	(0.00)	0.00
80. Vanity - Detach & reset	0.00 LF	55.07	0.00	0.00	(0.00)	0.00
81. Remove 1/2" - drywall per LF - up to 2' tall	15.50 LF	2.44	0.00	37.82	(0.00)	37.82
82. Remove Baseboard - 3 1/4"	15.50 LF	0.49	0.00	7.60	(0.00)	7.60
83. Remove Base shoe	15.50 LF	0.18	0.00	2.79	(0.00)	2.79
84. Clean stud wall - Heavy	77.50 SF	1.81	0.12	140.40	(0.00)	140.40
85. Remove Parquet flooring	14.25 SF	5.12	0.00	72.96	(0.00)	72.96
86. Air mover (per 24 hour period) - No monitoring 2 air movers for 3 days	6.00 EA	29.50	0.00	177.00	(0.00)	177.00
87. Clean floor - Heavy	14.25 SF	0.68	0.01	9.70	(0.00)	9.70
88. Seal the floor w/anti-microbial coating - one coat	14.25 SF	1.38	0.95	20.62	(0.00)	20.62
Totals: Hall Bathroom			21.16	804.33	0.00	804

KEYS

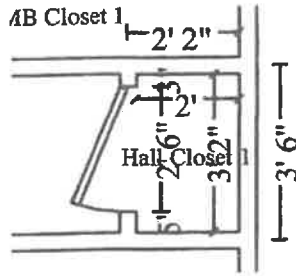
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Page: 6



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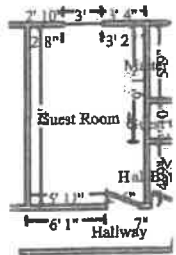


Hall Closet 1

Height: 8'

82.67 SF Walls	6.33 SF Ceiling
89.00 SF Walls & Ceiling	6.33 SF Floor
0.70 SY Flooring	10.33 LF Floor Perimeter
10.33 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
89. Muck-out/Flood loss cleanup - Heavy	6.33 SF	4.27	0.00	27.03	(0.00)	27.03
90. Apply plant-based anti-microbial agent to the floor*	6.33 SF	0.30	0.03	1.93	(0.00)	1.93
91. Remove 1/2" - drywall per LF - up to 2' tall	10.33 LF	2.44	0.00	25.21	(0.00)	25.21
92. Remove Casing - 3 1/4"	4.00 LF	0.55	0.00	2.20	(0.00)	2.20
93. Remove Baseboard - 3 1/4"	10.33 LF	0.49	0.00	5.06	(0.00)	5.06
94. Remove Base shoe	10.33 LF	0.18	0.00	1.86	(0.00)	1.86
95. Clean stud wall - Heavy	77.50 SF	1.81	0.12	140.40	(0.00)	140.40
96. Remove Parquet flooring	6.33 SF	5.12	0.00	32.41	(0.00)	32.41
97. Air mover (per 24 hour period) - No monitoring 1 air mover for 3 days	3.00 EA	29.50	0.00	88.50	(0.00)	88.50
98. Clean floor - Heavy	6.33 SF	0.68	0.00	4.30	(0.00)	4.30
99. Seal the floor w/anti-microbial coating - one coat	6.33 SF	1.38	0.42	9.16	(0.00)	9.16
Totals: Hall Closet 1			0.57	338.06	0.00	338.06



Guest Room 1

Height: 8'

365.33 SF Walls	123.67 SF Ceiling
489.00 SF Walls & Ceiling	123.67 SF Floor
13.74 SY Flooring	45.67 LF Floor Perimeter
45.67 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
100. Muck-out/Flood loss cleanup - Heavy	123.67 SF	4.27	0.00	528.07	(0.00)	528.07
101. Apply plant-based anti-microbial agent to the floor*	123.67 SF	0.30	0.49	37.59	(0.00)	37.59
102. Contents - move out then reset - Large room	1.00 EA	94.38	0.00	94.38	(0.00)	94.38
103. Remove 1/2" - drywall per LF - up to 2' tall	45.67 LF	2.44	0.00	111.43	(0.00)	111.43
104. Remove Batt insulation - 6" - R21 - unfaced batt	24.00 SF	0.31	0.00	7.44	(0.00)	7.44
105. Remove Casing - 3 1/4"	8.00 LF	0.55	0.00	4.40	(0.00)	4.40
106. Remove Baseboard - 3 1/4"	45.67 LF	0.49	0.00	22.38	(0.00)	22.38
107. Remove Base shoe	45.67 LF	0.18	0.00	8.22	(0.00)	8.22
108. Clean stud wall - Heavy	77.50 SF	1.81	0.12	140.40	(0.00)	140.40
109. Remove Parquet flooring	123.67 SF	5.12	0.00	633.19	(0.00)	633.19
110. Air mover (per 24 hour period) - No monitoring	9.00 EA	29.50	0.00	265.50	(0.00)	265.50

KEYS

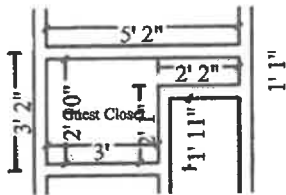


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CONTINUED - Guest Room 1

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
3 air movers for 3 days						
111. Clean floor - Heavy	123.67 SF	0.68	0.10	84.20	(0.00)	84.20
112. Seal the floor w/anti-microbial coating - one coat	123.67 SF	1.38	8.21	178.87	(0.00)	178.87
Totals: Guest Room 1			8.92	2,116.07	0.00	2,116.07

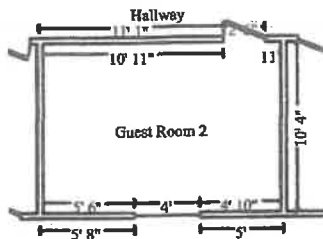


Guest Closet

Height: 8'

128.00 SF Walls	10.13 SF Ceiling
138.13 SF Walls & Ceiling	10.13 SF Floor
1.13 SY Flooring	16.00 LF Floor Perimeter
16.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
113. Muck-out/Flood loss cleanup - Heavy	10.13 SF	4.27	0.00	43.26	(0.00)	43.26
114. Apply plant-based anti-microbial agent to the floor*	10.13 SF	0.30	0.04	3.08	(0.00)	3.08
115. Remove 1/2" - drywall per LF - up to 2' tall	16.00 LF	2.44	0.00	39.04	(0.00)	39.04
116. Remove Baseboard - 3 1/4"	16.00 LF	0.49	0.00	7.84	(0.00)	7.84
117. Remove Base shoe	16.00 LF	0.18	0.00	2.88	(0.00)	2.88
118. Clean stud wall - Heavy	77.50 SF	1.81	0.12	140.40	(0.00)	140.40
119. Remove Parquet flooring	10.13 SF	5.12	0.00	51.87	(0.00)	51.87
120. Air mover (per 24 hour period) - No monitoring	3.00 EA	29.50	0.00	88.50	(0.00)	88.50
1 air mover for 3 days						
121. Clean floor - Heavy	10.13 SF	0.68	0.01	6.90	(0.00)	6.90
122. Seal the floor w/anti-microbial coating - one coat	10.13 SF	1.38	0.67	14.65	(0.00)	14.65
Totals: Guest Closet			0.84	398.42	0.00	398.42



Guest Room 2

Height: 8'

394.67 SF Walls	148.11 SF Ceiling
542.78 SF Walls & Ceiling	148.11 SF Floor
16.46 SY Flooring	49.33 LF Floor Perimeter
49.33 LF Ceil. Perimeter	

KEYS

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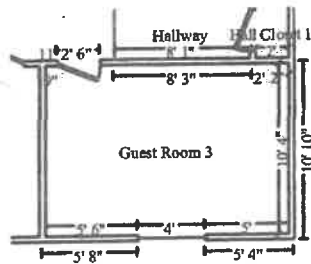
Page 8



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DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
123. Muck-out/Flood loss cleanup - Heavy	148.11 SF	4.27	0.00	632.43	(0.00)	632.43
124. Apply plant-based anti-microbial agent to the floor*	148.11 SF	0.30	0.59	45.02	(0.00)	45.02
125. Contents - move out then reset - Large room	1.00 EA	94.38	0.00	94.38	(0.00)	94.38
126. Remove 1/2" - drywall per LF - up to 2' tall	49.33 LF	2.44	0.00	120.37	(0.00)	120.37
127. Remove Batt insulation - 6" - R21 - unfaced batt	29.00 SF	0.31	0.00	8.99	(0.00)	8.99
128. Remove Casing - 3 1/4"	8.00 LF	0.55	0.00	4.40	(0.00)	4.40
129. Remove Baseboard - 3 1/4"	49.33 LF	0.49	0.00	24.17	(0.00)	24.17
130. Remove Base shoe	49.33 LF	0.18	0.00	8.88	(0.00)	8.88
131. Clean stud wall - Heavy	77.50 SF	1.81	0.12	140.40	(0.00)	140.40
132. Remove Parquet flooring	148.11 SF	5.12	0.00	758.32	(0.00)	758.32
133. Air mover (per 24 hour period) - No monitoring	9.00 EA	29.50	0.00	265.50	(0.00)	265.50
3 air movers for 3 days						
134. Clean floor - Heavy	148.11 SF	0.68	0.12	100.83	(0.00)	100.83
135. Seal the floor w/anti-microbial coating - one coat	148.11 SF	1.38	9.83	214.22	(0.00)	214.22
Totals: Guest Room 2			10.66	2,417.91	0.00	2,417.91



Guest Room 3

Height: 8'

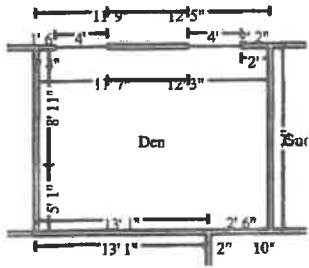
397.33 SF Walls	149.83 SF Ceiling
547.17 SF Walls & Ceiling	149.83 SF Floor
16.65 SY Flooring	49.67 LF Floor Perimeter
49.67 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
136. Muck-out/Flood loss cleanup - Heavy	149.83 SF	4.27	0.00	639.77	(0.00)	639.77
137. Apply plant-based anti-microbial agent to the floor*	149.83 SF	0.30	0.60	45.55	(0.00)	45.55
138. Contents - move out then reset - Large room	1.00 EA	94.38	0.00	94.38	(0.00)	94.38
139. Remove 1/2" - drywall per LF - up to 2' tall	49.67 LF	2.44	0.00	121.19	(0.00)	121.19
140. Remove Batt insulation - 6" - R21 - unfaced batt	28.00 SF	0.31	0.00	8.68	(0.00)	8.68
141. Remove Paneling	397.33 SF	0.33	0.00	131.12	(0.00)	131.12
142. Remove Casing - 3 1/4"	8.00 LF	0.55	0.00	4.40	(0.00)	4.40
143. Remove Baseboard - 3 1/4"	49.67 LF	0.49	0.00	24.34	(0.00)	24.34
144. Remove Base shoe	49.67 LF	0.18	0.00	8.94	(0.00)	8.94
145. Clean stud wall - Heavy	77.50 SF	1.81	0.12	140.40	(0.00)	140.40
146. Remove Parquet flooring	149.83 SF	5.12	0.00	767.13	(0.00)	767.13
147. Air mover (per 24 hour period) - No monitoring	9.00 EA	29.50	0.00	265.50	(0.00)	265.50
3 air movers for 3 days						
148. Clean floor - Heavy	149.83 SF	0.68	0.12	102.00	(0.00)	102.00
149. Seal the floor w/anti-microbial coating - one coat	149.83 SF	1.38	9.95	216.72	(0.00)	216.72
Totals: Guest Room 3			10.79	2,570.12	0.00	2,570.12



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Den

Height: 8'

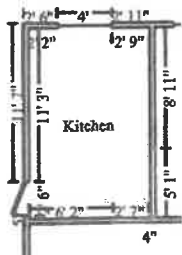
454.78 SF Walls	246.17 SF Ceiling
700.94 SF Walls & Ceiling	246.17 SF Floor
27.35 SY Flooring	55.58 LF Floor Perimeter
63.17 LF Ceil. Perimeter	

Missing Wall - Goes to Floor
Missing Wall - Goes to Floor

5' 1" X 6' 8"
2' 6" X 6' 8"

Opens into KITCHEN
Opens into HALLWAY

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
150. Muck-out/Flood loss cleanup - Heavy	246.17 SF	4.27	0.00	1,051.15	(0.00)	1,051.15
151. Apply plant-based anti-microbial agent to the floor*	246.17 SF	0.30	0.98	74.83	(0.00)	74.83
152. Contents - move out then reset - Extra large room	1.00 EA	188.75	0.00	188.75	(0.00)	188.75
153. Remove 1/2" - drywall per LF - up to 2' tall	55.58 LF	2.44	0.00	135.62	(0.00)	135.62
154. Remove Batt insulation - 6" - R21 - unfaced batt	52.00 SF	0.31	0.00	16.12	(0.00)	16.12
155. Remove Casing - 3 1/4"	12.00 LF	0.55	0.00	6.60	(0.00)	6.60
156. Remove Baseboard - 3 1/4"	55.58 LF	0.49	0.00	27.23	(0.00)	27.23
157. Remove Base shoe	55.58 LF	0.18	0.00	10.00	(0.00)	10.00
158. Clean stud wall - Heavy	77.50 SF	1.81	0.12	140.40	(0.00)	140.40
159. Air mover (per 24 hour period) - No monitoring	15.00 EA	29.50	0.00	442.50	(0.00)	442.50
5 air movers for 3 days						
Totals: Den			1.10	2,093.20	0.00	2,093.20



Kitchen

Height: 8'

315.56 SF Walls	124.83 SF Ceiling
440.39 SF Walls & Ceiling	124.83 SF Floor
13.87 SY Flooring	38.17 LF Floor Perimeter
45.83 LF Ceil. Perimeter	

Missing Wall - Goes to Floor
Missing Wall - Goes to Floor

5' 1" X 6' 8"
2' 7" X 6' 8"

Opens into DEN1
Opens into LIVING_ROOM_

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
160. Muck-out/Flood loss cleanup - Heavy	124.83 SF	4.27	0.00	533.02	(0.00)	533.02
161. Apply plant-based anti-microbial agent to the floor*	124.83 SF	0.30	0.50	37.95	(0.00)	37.95
162. Remove 1/2" - drywall per LF - up to 2' tall	38.17 LF	2.44	0.00	93.13	(0.00)	93.13
163. Remove Batt insulation - 6" - R21 - unfaced batt	12.00 SF	0.31	0.00	3.72	(0.00)	3.72
164. Remove Casing - 3 1/4"	8.00 LF	0.55	0.00	4.40	(0.00)	4.40
165. Remove Baseboard - 3 1/4"	38.17 LF	0.49	0.00	18.70	(0.00)	18.70
166. Remove Base shoe	38.17 LF	0.18	0.00	6.87	(0.00)	6



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CONTINUED - Kitchen

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
167. Clean stud wall - Heavy	77.50 SF	1.81	0.12	140.40	(0.00)	140.40
168. Air mover (per 24 hour period) - No monitoring 3 air movers for 3 days	9.00 EA	29.50	0.00	265.50	(0.00)	265.50
Totals: Kitchen			0.62	1,103.69	0.00	1,103.69



Living Room/Dining Room

Height: 8'

633.44 SF Walls	354.86 SF Ceiling
988.31 SF Walls & Ceiling	354.86 SF Floor
39.43 SY Flooring	78.75 LF Floor Perimeter
81.33 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

2' 7" X 6' 8"

Opens into KITCHEN

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
169. Muck-out/Flood loss cleanup - Heavy	354.86 SF	4.27	0.00	1,515.25	(0.00)	1,515.25
170. Apply plant-based anti-microbial agent to the floor*	354.86 SF	0.30	1.42	107.88	(0.00)	107.88
171. Contents - move out then reset - Extra large room	1.00 EA	188.75	0.00	188.75	(0.00)	188.75
172. Remove 1/2" - drywall per LF - up to 2' tall	78.75 LF	2.44	0.00	192.15	(0.00)	192.15
173. Remove Batt insulation - 6" - R21 - unfaced batt	56.00 SF	0.31	0.00	17.36	(0.00)	17.36
174. Remove Casing - 3 1/4"	16.00 LF	0.55	0.00	8.80	(0.00)	8.80
175. Remove Baseboard - 3 1/4"	78.75 LF	0.49	0.00	38.59	(0.00)	38.59
176. Remove Base shoe	78.75 LF	0.18	0.00	14.18	(0.00)	14.18
177. Clean stud wall - Heavy	77.50 SF	1.81	0.12	140.40	(0.00)	140.40
178. Remove Parquet flooring	354.86 SF	5.12	0.00	1,816.88	(0.00)	1,816.88
179. Air mover (per 24 hour period) - No monitoring 5 air movers for 3 days	15.00 EA	29.50	0.00	442.50	(0.00)	442.50
180. Dehumidifier (per 24 hr period) - 160+ ppd - No monitor. 1 unit for 3 days	3.00 EA	133.00	0.00	399.00	(0.00)	399.00
181. Clean floor - Heavy	354.86 SF	0.68	0.28	241.58	(0.00)	241.58
182. Seal the floor w/anti-microbial coating - one coat	354.86 SF	1.38	23.56	513.27	(0.00)	513.27
Totals: Living Room/Dining Room			25.38	5,636.59	0.00	5,636.59
Total: Interior			123.18	25,458.28	0.00	25,458.28



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Debris Removal

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
183. Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA	535.00	0.00	535.00	(0.00)	535.00
Totals: Debris Removal			0.00	535.00	0.00	535.00
Line Item Totals: KEYS			323.31	29,559.01	0.00	29,559.01

Grand Total Areas:

4,341.78 SF Walls	1,520.17 SF Ceiling	5,861.94 SF Walls and Ceiling
1,520.17 SF Floor	168.91 SY Flooring	539.33 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	559.67 LF Ceil. Perimeter
1,520.17 Floor Area	1,643.50 Total Area	4,341.78 Interior Wall Area
1,545.00 Exterior Wall Area	171.67 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



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Summary

Line Item Total	29,235.70
Material Sales Tax	112.86
Subtotal	29,348.56
Service Sales Tax	210.45
Replacement Cost Value	\$29,559.01
Net Claim	\$29,559.01

Michael Bland - CNC



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Recap of Taxes

	Material Sales Tax (8%)	Service Sales Tax (8%)	Manuf. Home Tax (3%)	Svc. Demo Sales Tax (8%)
Line Items	112.86	210.45	0.00	0.00
Total	112.86	210.45	0.00	0.00

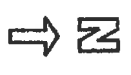
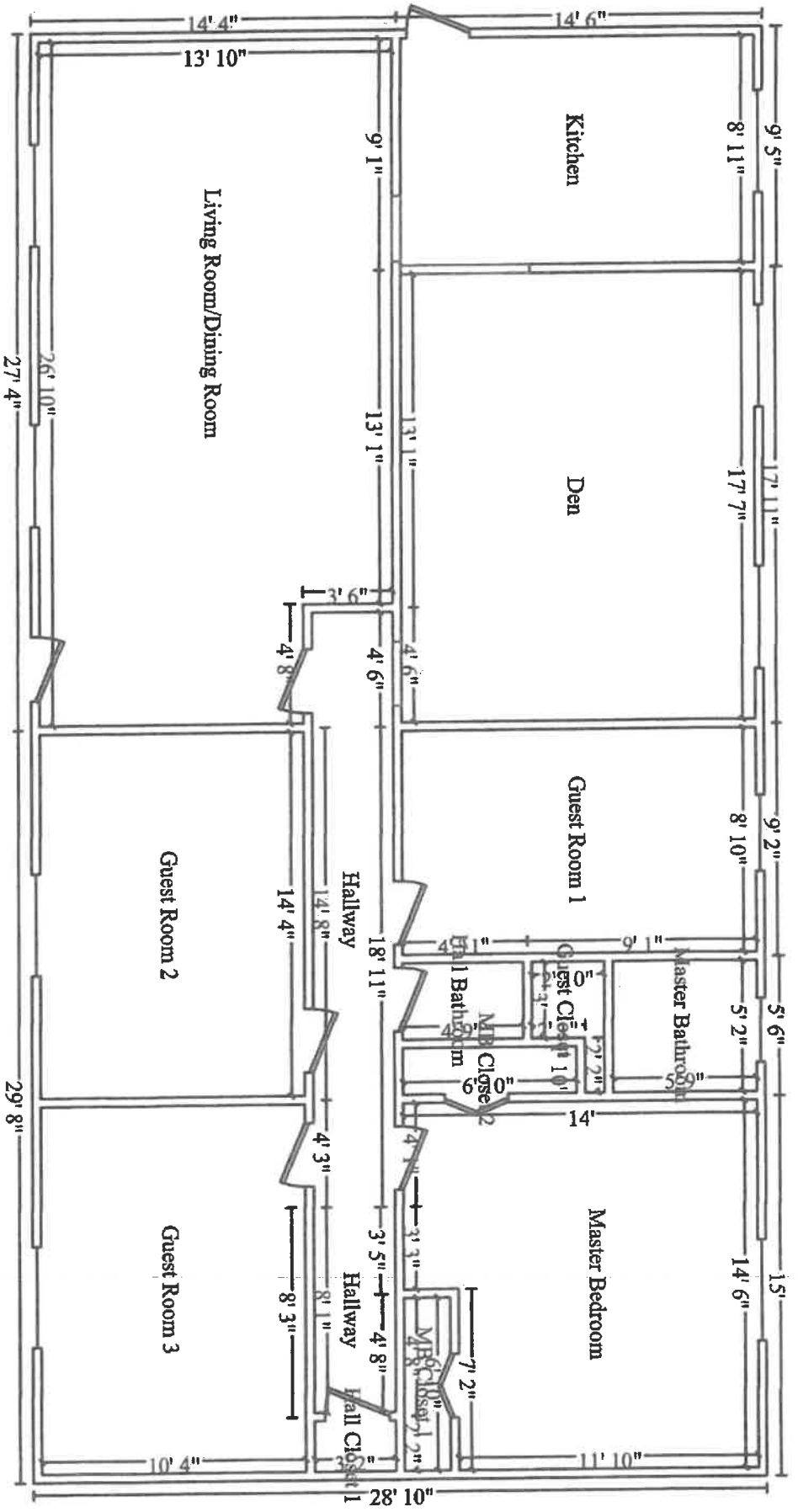


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Recap by Room

Estimate: KEYS		
General Conditions	3,365.60	11.51%
Area: Interior		
Master Bathroom	1,073.27	3.67%
Master Bedroom	3,149.02	10.77%
MB Closet 1	429.90	1.47%
MB Closet 2	429.90	1.47%
Hallway	2,109.88	7.22%
Hallway	744.78	2.55%
Hall Bathroom	783.17	2.68%
Hall Closet 1	337.49	1.15%
Guest Room 1	2,107.15	7.21%
Guest Closet	397.58	1.36%
Guest Room 2	2,407.25	8.23%
Guest Room 3	2,559.33	8.75%
Den	2,092.10	7.16%
Kitchen	1,103.07	3.77%
Living Room/Dining Room	5,611.21	19.19%
<hr/>		
Area Subtotal: Interior	25,335.10	86.66%
Debris Removal	535.00	1.83%
<hr/>		
Subtotal of Areas	29,235.70	100.00%
<hr/>		
Total	29,235.70	100.00%



Memorandum of Understanding

TO: Whom It May Concern

FROM: Johnnie R. Keys

DATE: January 12, 2023

RE: Claim for Damages Against the City of Jackson, Mississippi
Date of Loss: 12/30/2022
Claim Number: 14784
Location: 4236 Overbrook Dr.
Jackson, MS 39213-4660

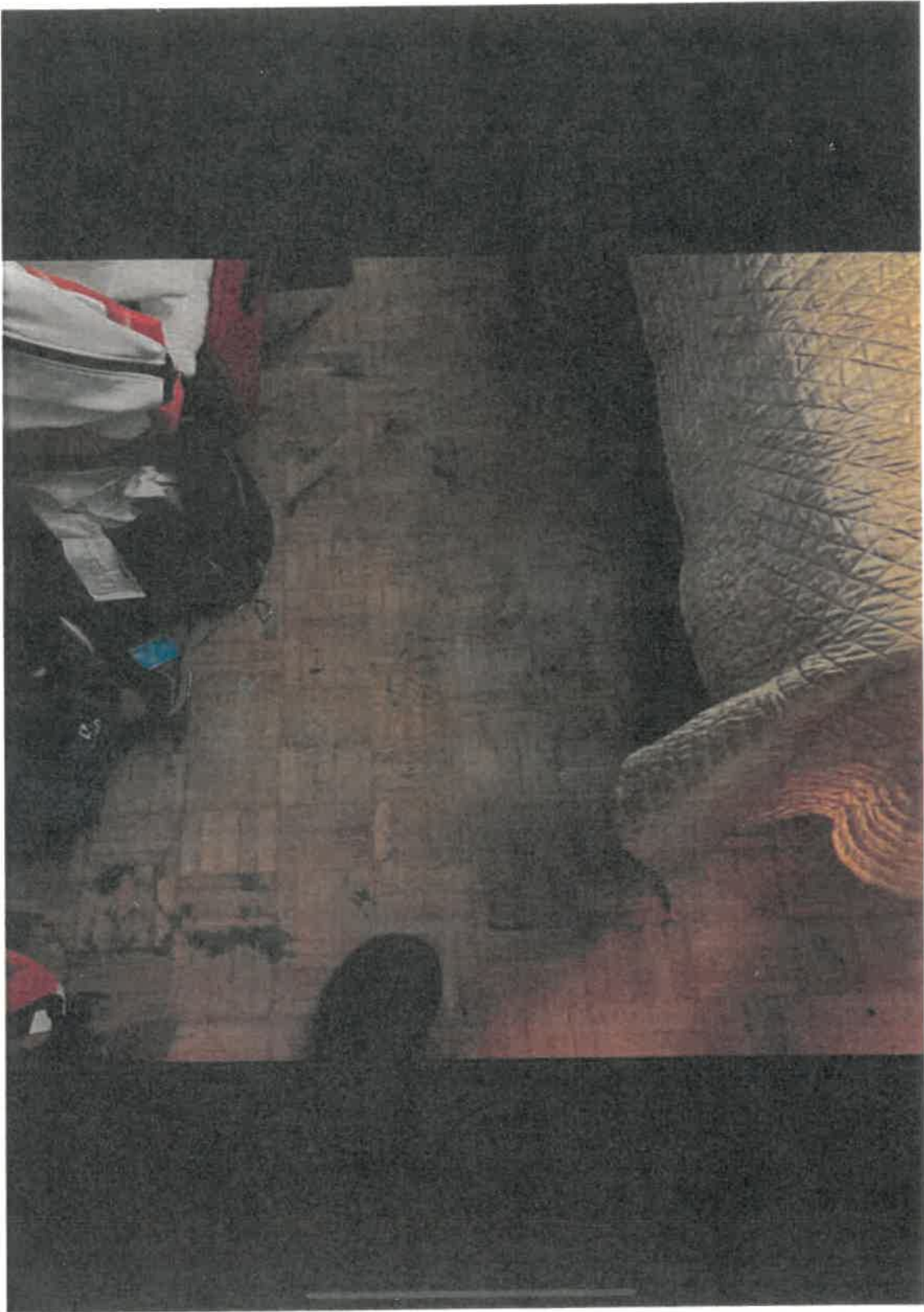
This is to certify that I, Johnnie R. Keys, have the following understanding regarding the above captioned claim against the City of Jackson:

- A-1 Rapid Restoration will provide the clean-up work at my residence in the amount of \$29,559.01. The check will be made out in my name and I understand I am responsible for paying A-1 Rapid Restoration.
- I understand the payment of the clean- up cost by the City of Jackson does not conclude that the City has accepted liability.
- In order to be compensated for my repair claim, a "City of Jackson Liability Reporting Claim Form" must be completed. Once the claim form is received in the Risk Management Division, an investigation will be conducted. Subsequent to the investigation, I will be advised, in writing, as to the disposition of my repair claim and any other damage.

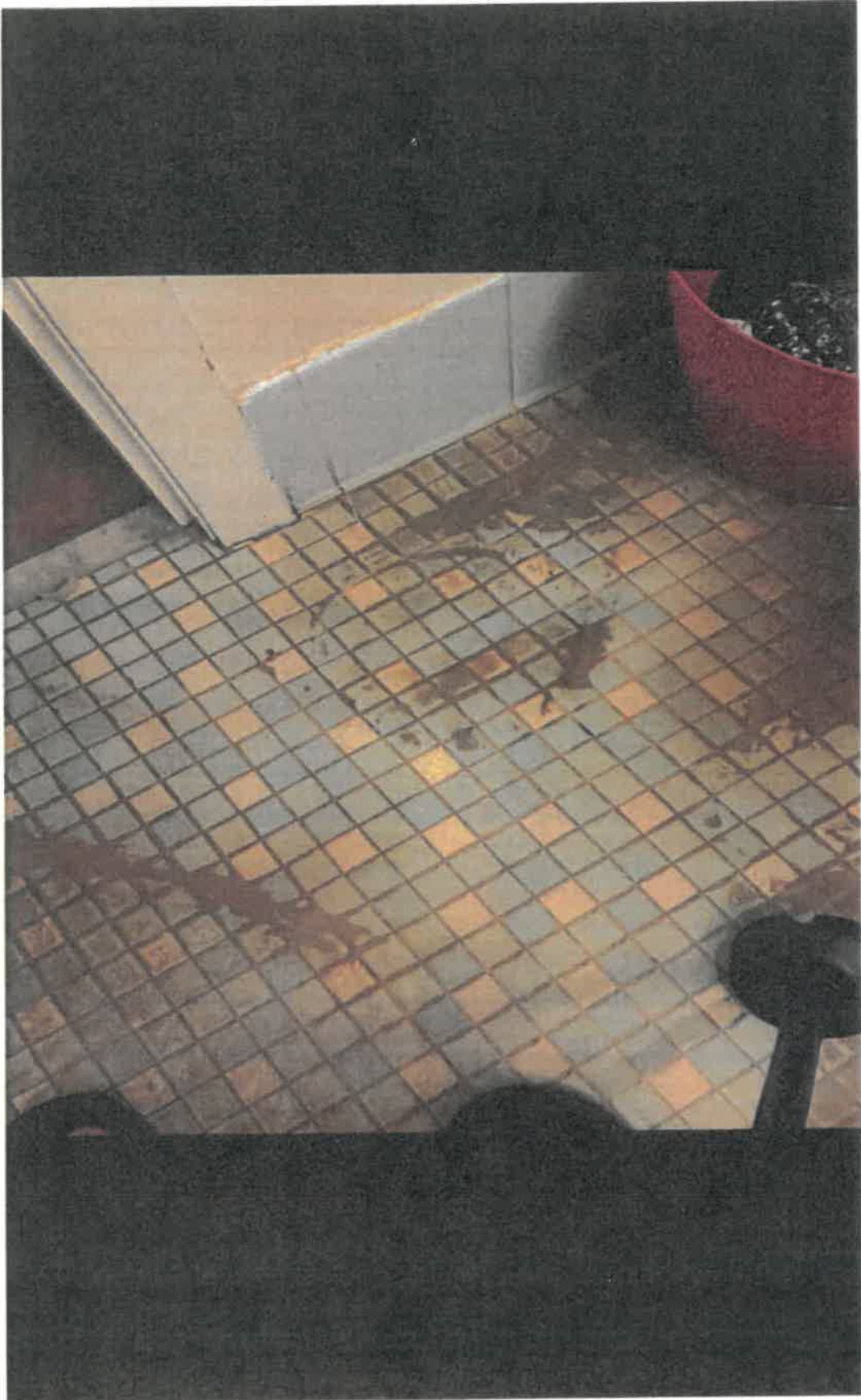


Johnnie R. Keys
4236 Overbrook Dr.
Jackson, MS 39213-4660

RECEIVED
JAN 17 2023
RISK MANAGEMENT DIVISION

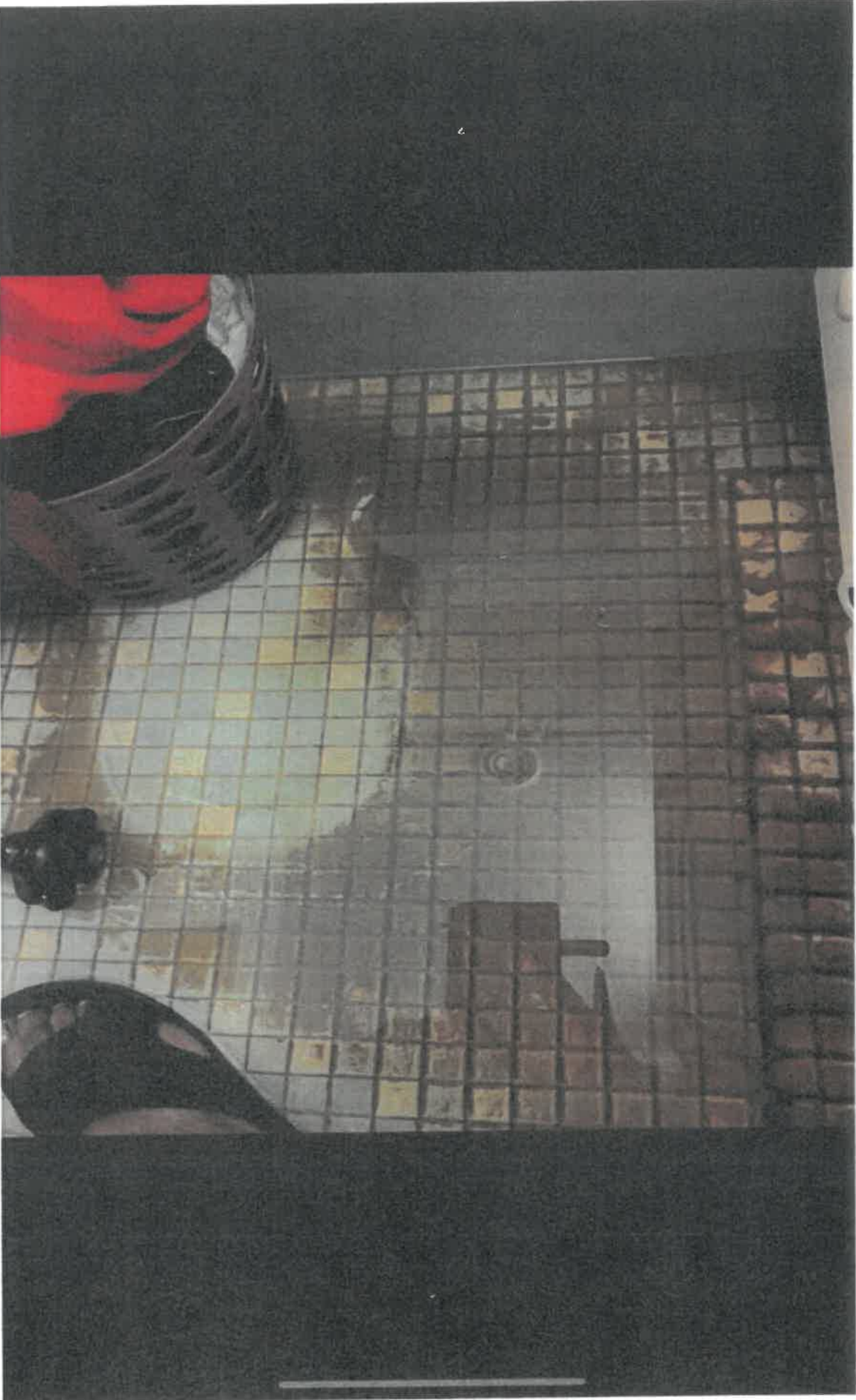


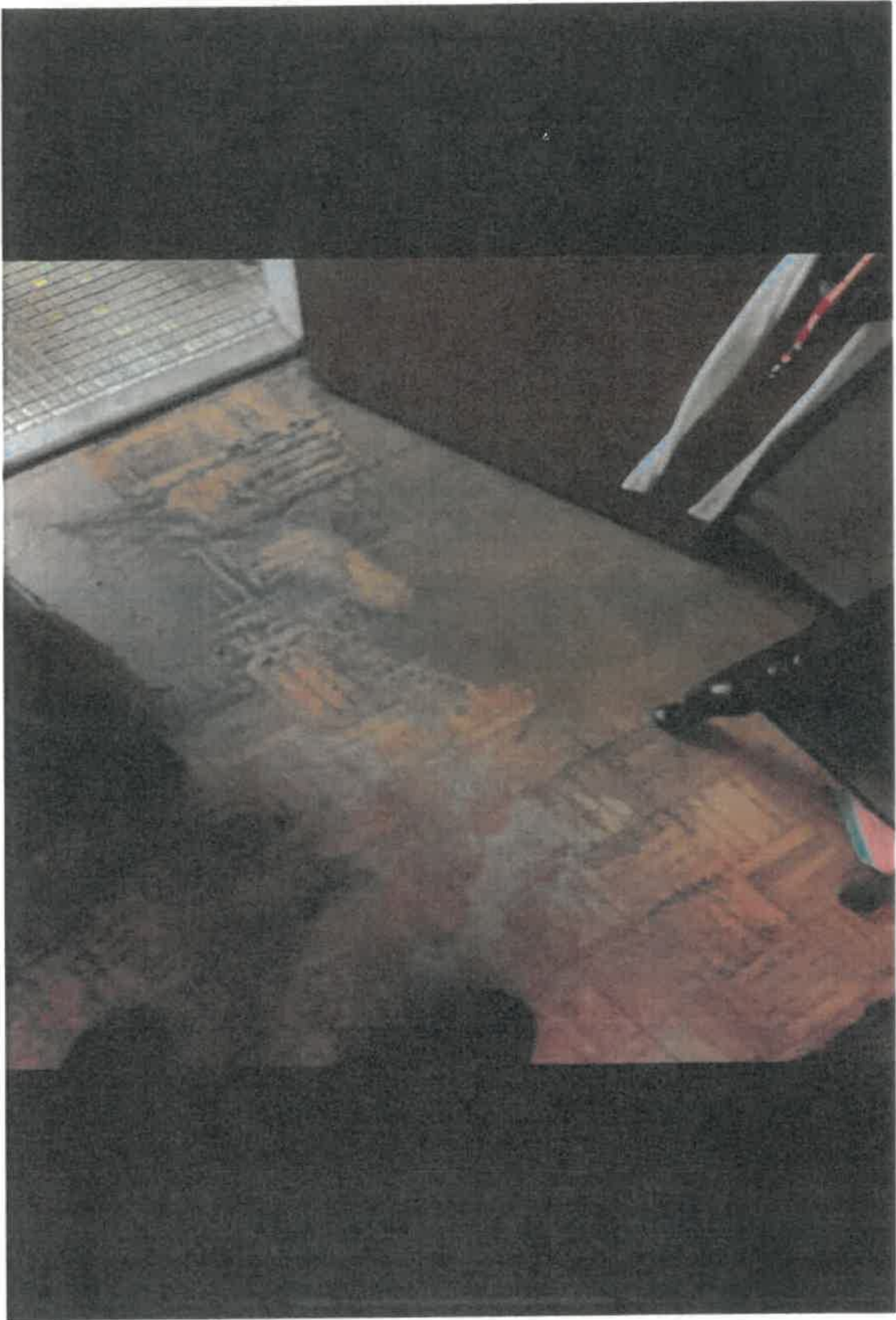




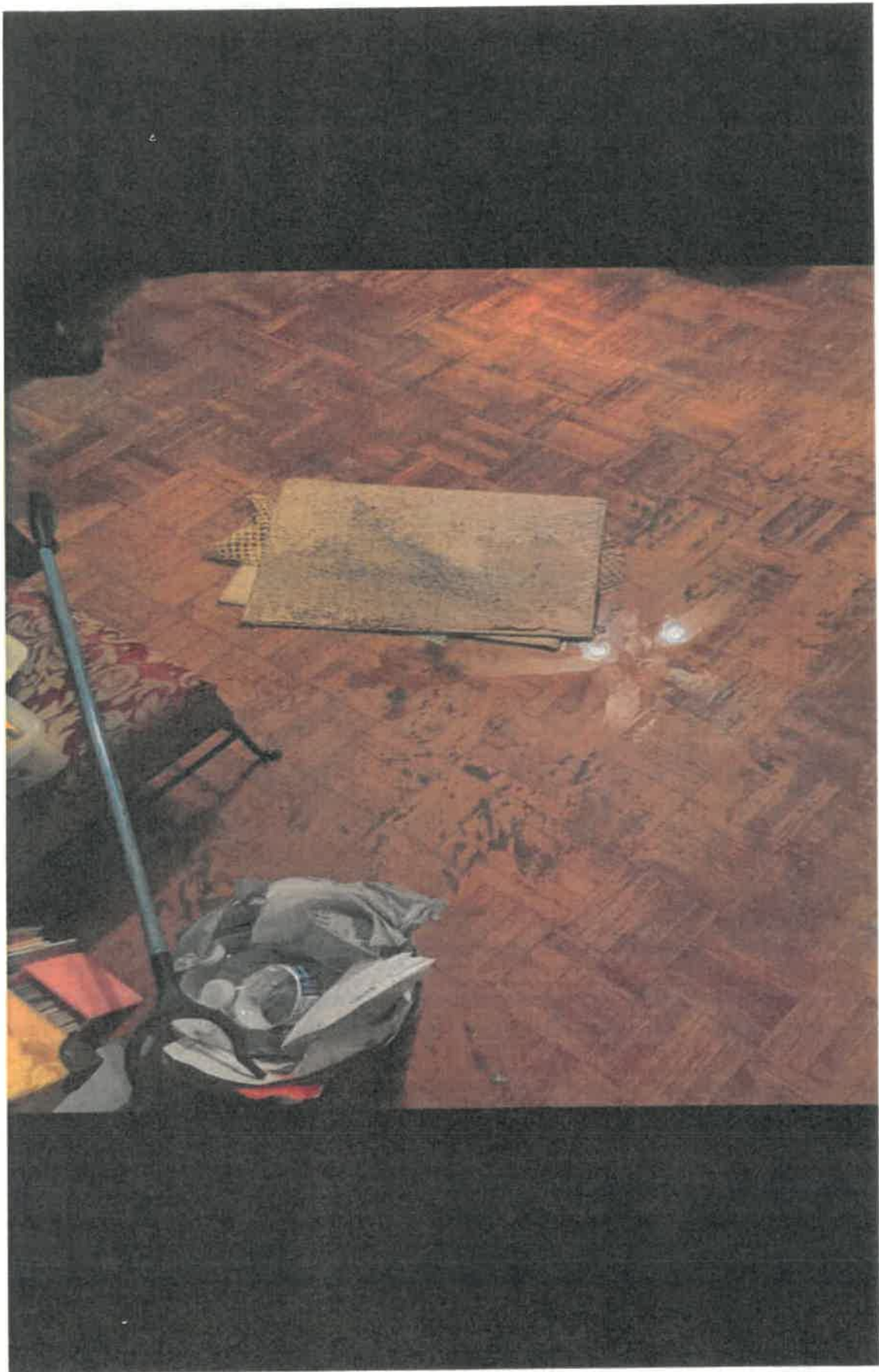






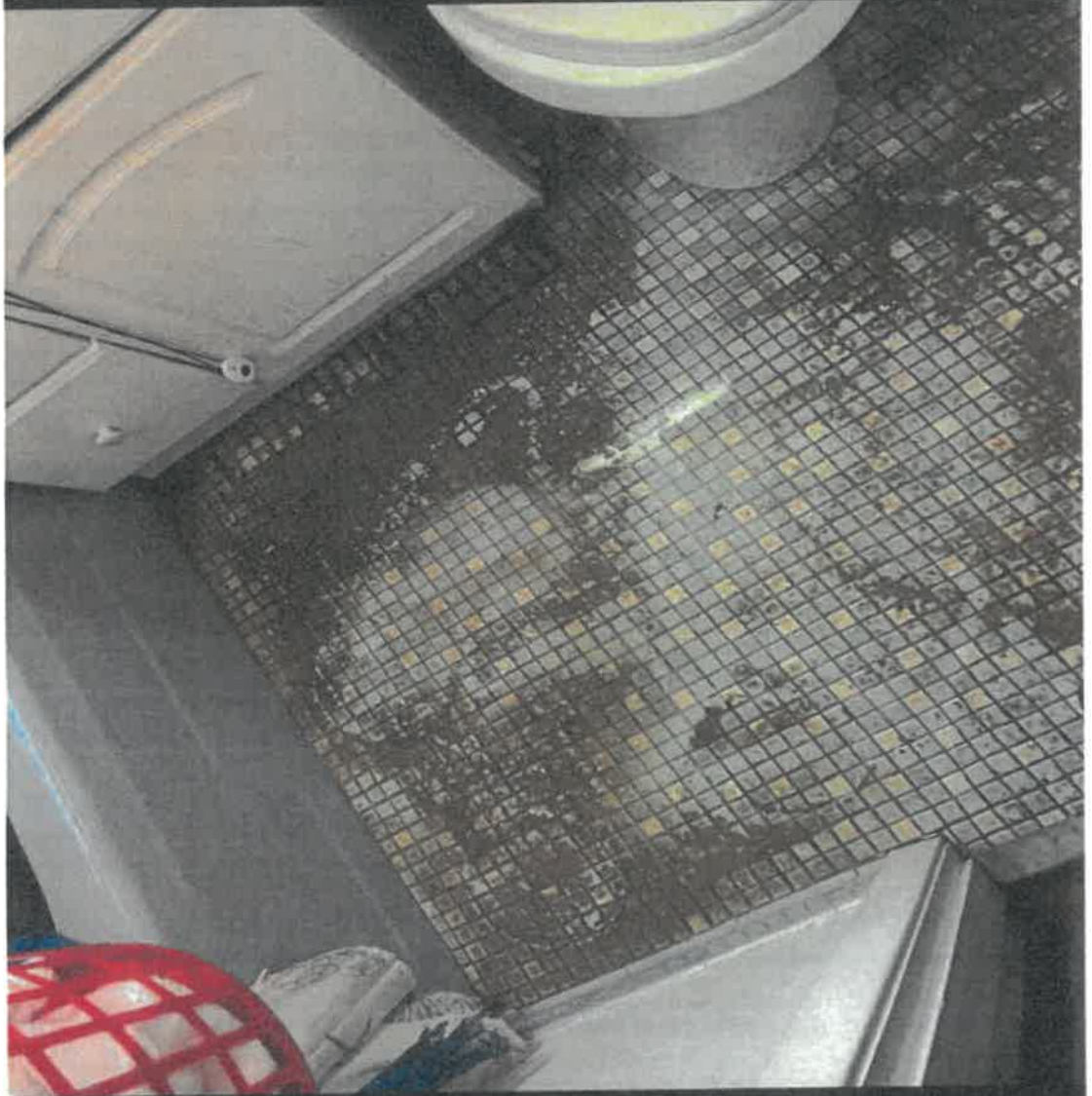




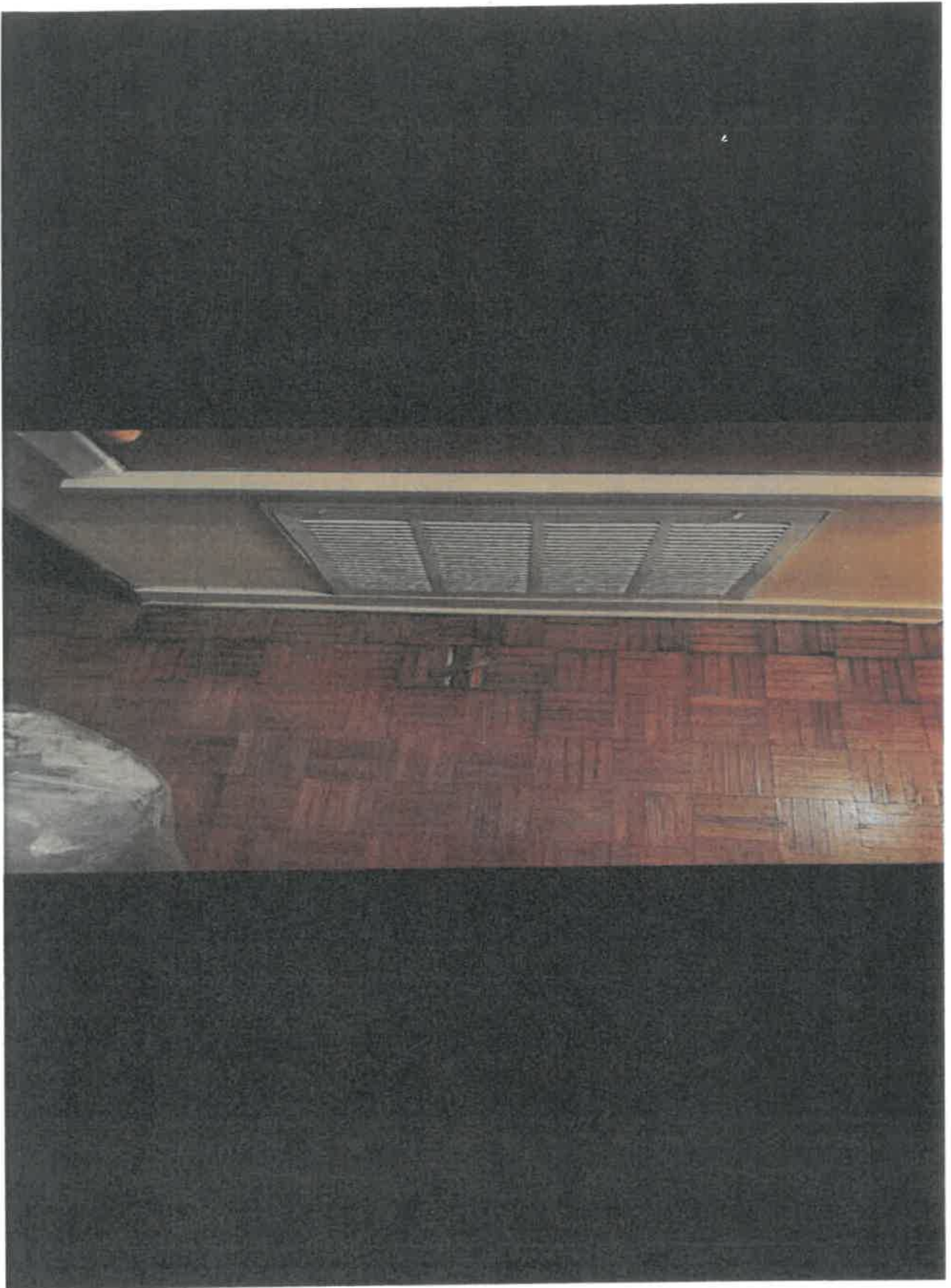




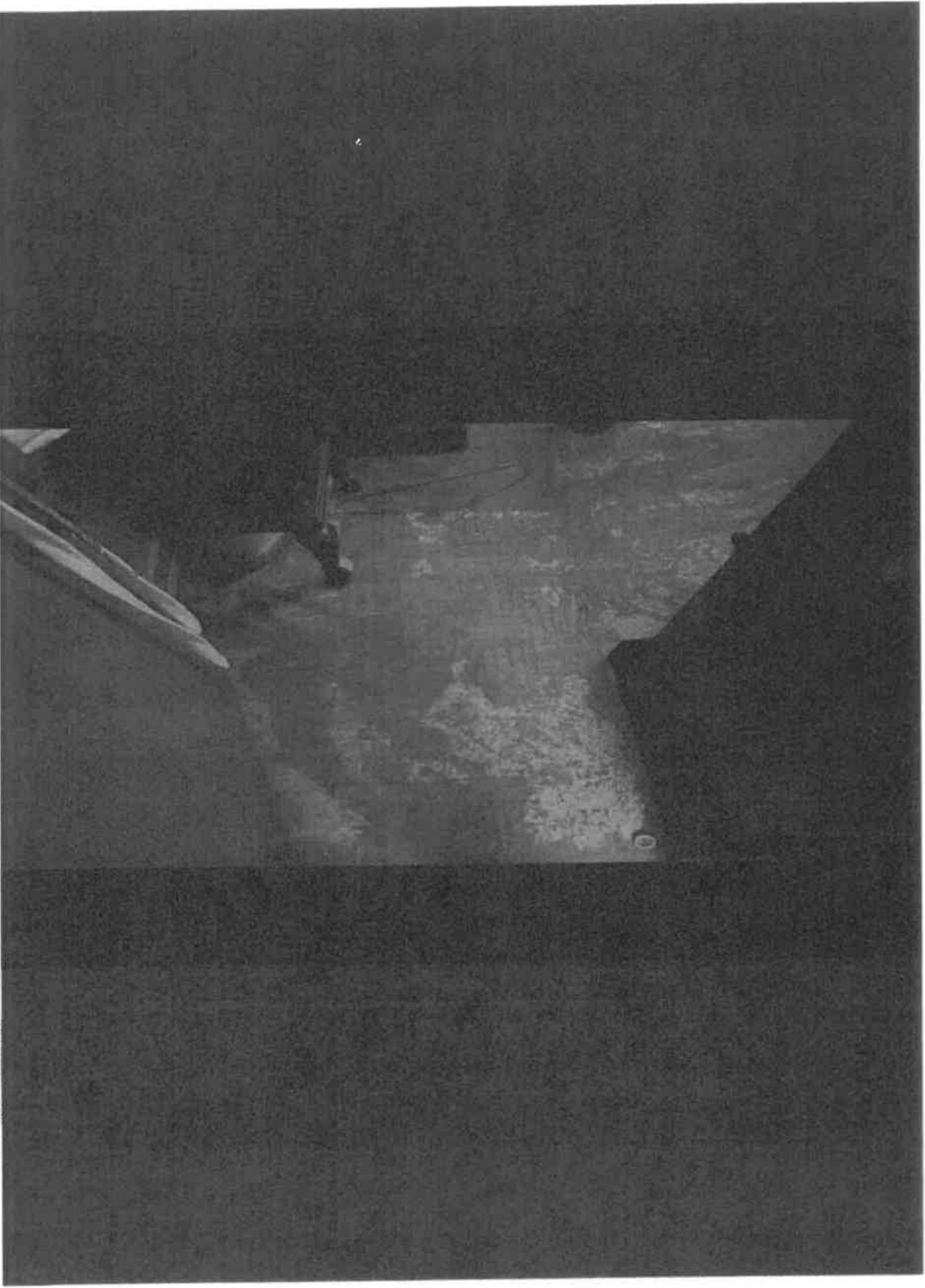


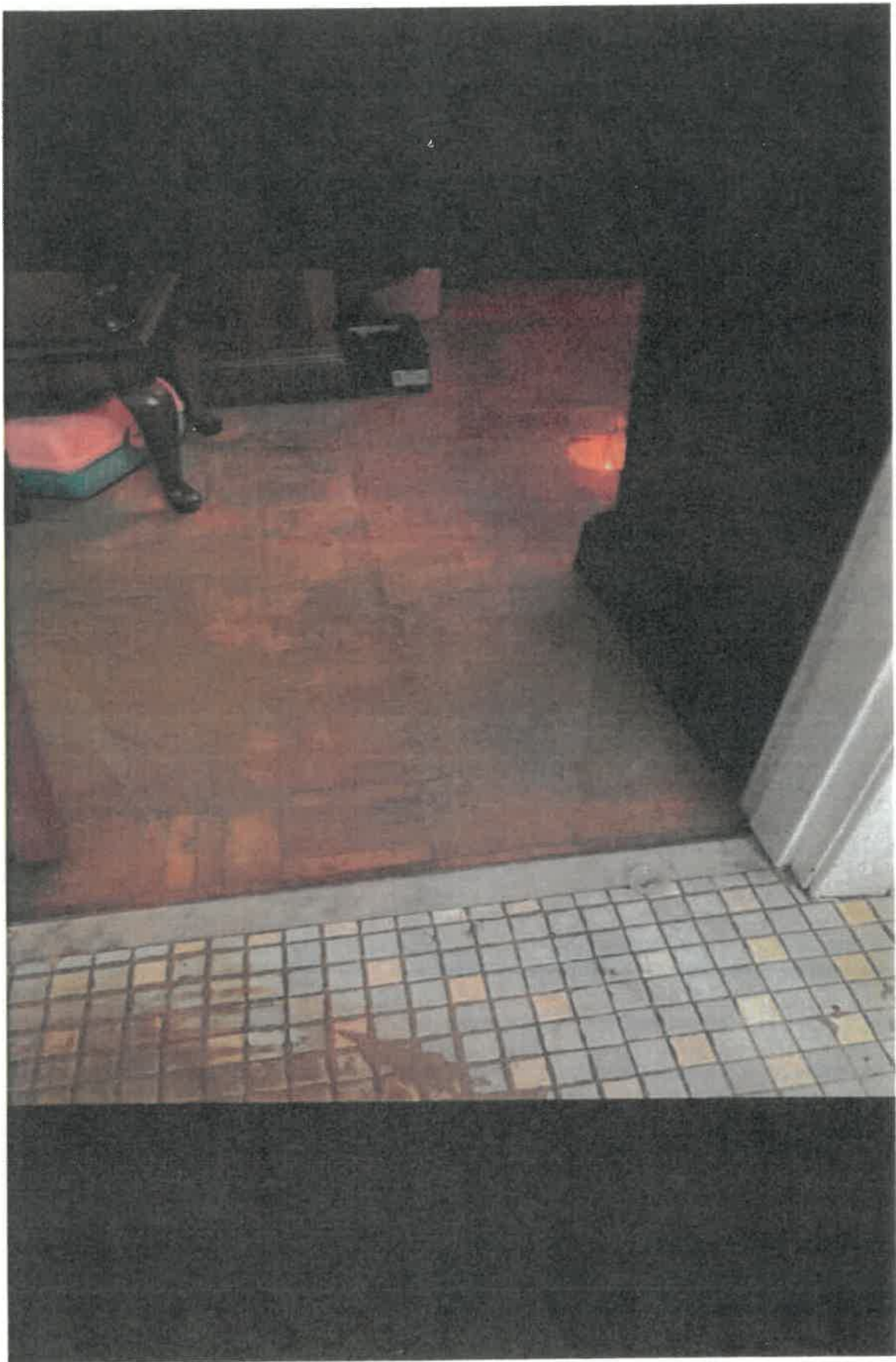




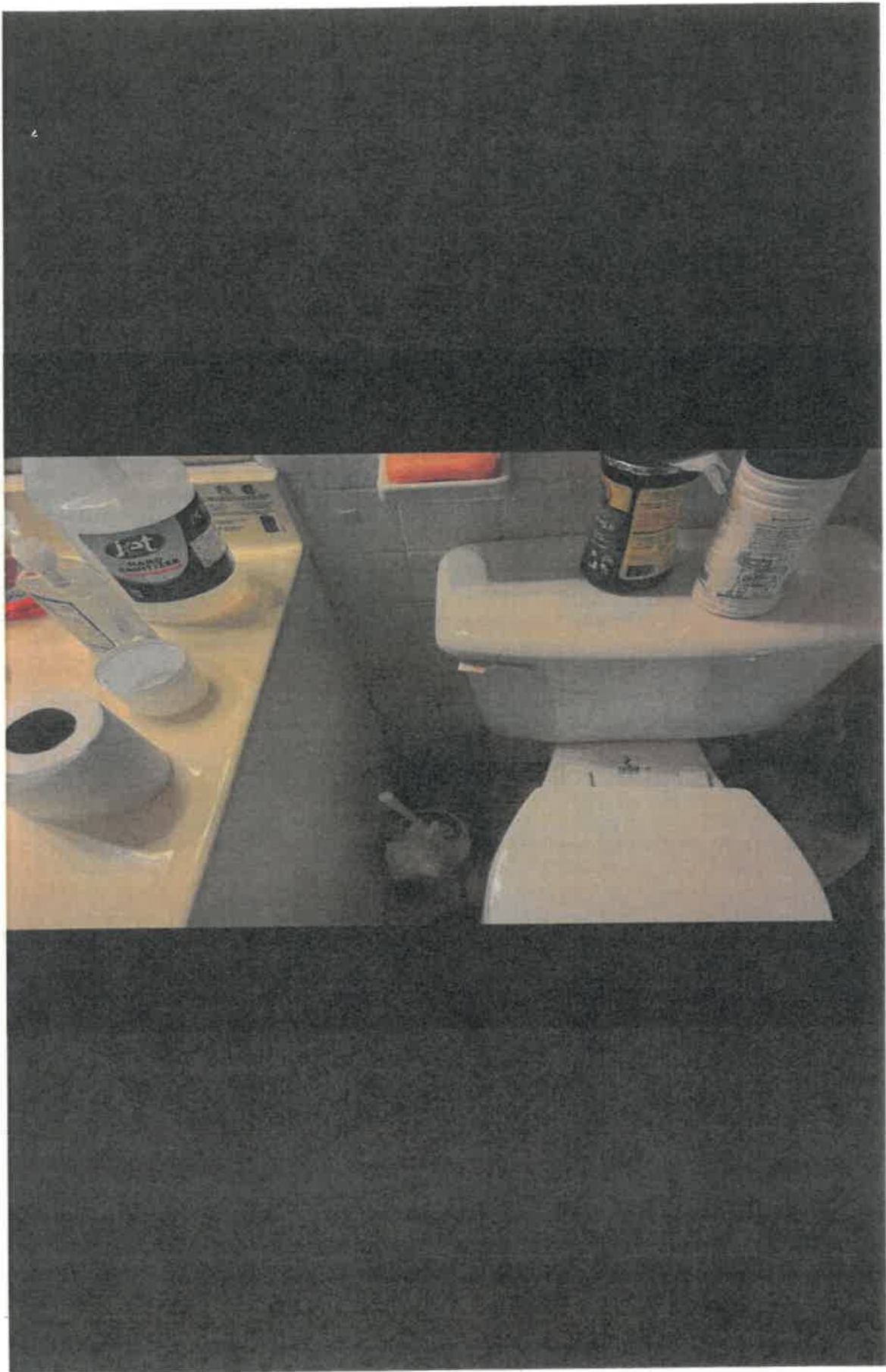


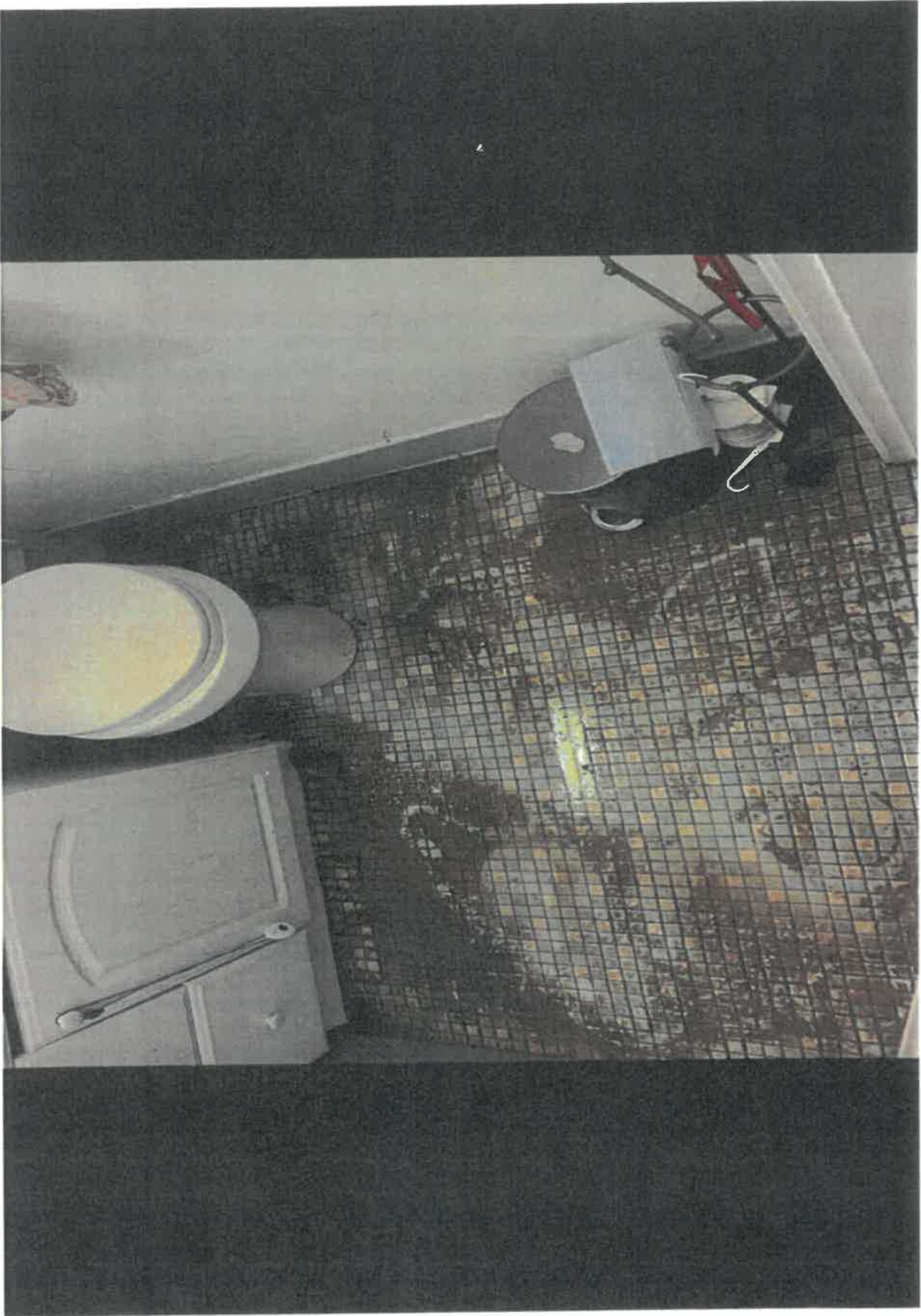






















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Client: Johnnie Keys
Property: 4236 Overbrook Dr
Jackson, MS 39213

Operator: BLANDMIC

Estimator: Michael Bland - CNC

Type of Estimate: Sewage
Date Entered: 12/30/2022
Date Est. Completed: 12/30/2022
Date Assigned: 12/27/2022
Date Job Completed:

Price List: MSJA8X_DEC22
Labor Efficiency: Restoration/Service/Remodel
Estimate: KEYS-BLDBACK

Build-back
estimate
29,075.00



A-1 Rapid Response Restoration, LLC

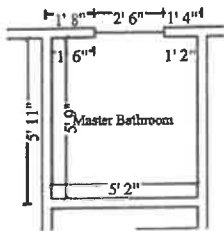
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KEYS-BLDBACK

General Conditions

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Permits & Fees (Agreed Price)	1.00 EA	450.00	0.00	90.00	540.00	(0.00)	540.00
Totals: General Conditions			0.00	90.00	540.00	0.00	540.00

Interior



Master Bathroom

Height: 8'

174.67 SF Walls	29.71 SF Ceiling
204.38 SF Walls & Ceiling	29.71 SF Floor
3.30 SY Flooring	21.83 LF Floor Perimeter
21.83 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
2. Batt insulation - 6" - R21 - unfaced batt	22.00 SF	1.49	3.14	6.56	42.48	(0.00)	42.48
3. 1/2" - drywall per LF - up to 2' tall	21.83 LF	9.28	2.60	41.04	246.22	(0.00)	246.22
4. Casing - 3 1/4"	4.00 LF	3.39	0.77	2.88	17.21	(0.00)	17.21
Baseboard - 3 1/4"	21.83 LF	3.70	3.18	16.80	100.75	(0.00)	100.75
6. Base shoe	21.83 LF	1.60	1.33	7.24	43.50	(0.00)	43.50
7. Paint the walls - two coats	174.67 SF	0.98	3.77	35.00	209.95	(0.00)	209.95
8. Paint baseboard - two coats	21.83 LF	1.42	0.26	6.26	37.52	(0.00)	37.52
9. Seal & paint base shoe or quarter round	21.83 LF	0.79	0.21	3.50	20.96	(0.00)	20.96
10. Clean toilet - Heavy	1.00 EA	33.03	0.00	6.60	39.63	(0.00)	39.63
11. Clean tub - Heavy	1.00 EA	29.22	0.01	5.84	35.07	(0.00)	35.07
Totals: Master Bathroom			15.27	131.72	793.29	0.00	793.29



Master Bedroom

Height: 8'

456.00 SF Walls	187.47 SF Ceiling
643.47 SF Walls & Ceiling	187.47 SF Floor
20.83 SY Flooring	57.00 LF Floor Perimeter
57.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
12. 1/2" - drywall per LF - up to 2' tall	57.00 LF	9.28	6.79	107.16	642.91	(0.00)	642.91
					12/31/2022		Page: 2

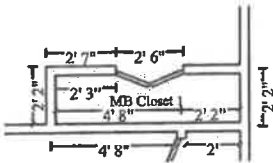


CONTINUED - Master Bedroom

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
13. Batt insulation - 6" - R21 - unfaced batt	56.00 SF	1.49	8.02	16.68	108.14	(0.00)	108.14
14. Casing - 3 1/4"	12.00 LF	3.39	2.31	8.60	51.59	(0.00)	51.59
15. Baseboard - 3 1/4"	57.00 LF	3.70	8.30	43.84	263.04	(0.00)	263.04
16. Base shoe	57.00 LF	1.60	3.47	18.94	113.61	(0.00)	113.61
17. Paint the walls - two coats	456.00 SF	0.98	9.85	91.36	548.09	(0.00)	548.09
18. Paint baseboard - two coats	57.00 LF	1.42	0.68	16.32	97.94	(0.00)	97.94
19. Seal & paint base shoe or quarter round	57.00 LF	0.79	0.55	9.12	54.70	(0.00)	54.70
20. Vinyl plank flooring	187.47 SF	6.14	110.51	230.22	1,491.80	(0.00)	1,491.80
Totals: Master Bedroom			150.48	542.24	3,371.82	0.00	3,371.82

MB Closet 1

Height: 8'



138.67 SF Walls	12.53 SF Ceiling
151.19 SF Walls & Ceiling	12.53 SF Floor
1.39 SY Flooring	17.33 LF Floor Perimeter
17.33 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
21. 1/2" - drywall per LF - up to 2' tall	17.33 LF	9.28	2.07	32.58	195.47	(0.00)	195.47
22. Batt insulation - 6" - R21 - unfaced batt	56.00 SF	1.49	8.02	16.68	108.14	(0.00)	108.14
23. Casing - 3 1/4"	12.00 LF	3.39	2.31	8.60	51.59	(0.00)	51.59
24. Baseboard - 3 1/4"	17.33 LF	3.70	2.52	13.32	79.96	(0.00)	79.96
25. Base shoe	17.33 LF	1.60	1.05	5.76	34.54	(0.00)	34.54
26. Paint the walls - two coats	138.67 SF	0.98	3.00	27.78	166.68	(0.00)	166.68
27. Paint baseboard - two coats	17.33 LF	1.42	0.21	4.96	29.78	(0.00)	29.78
28. Seal & paint base shoe or quarter round	17.33 LF	0.79	0.17	2.78	16.64	(0.00)	16.64
29. Vinyl plank flooring	12.53 SF	6.14	7.38	15.38	99.69	(0.00)	99.69
Totals: MB Closet 1			26.73	127.84	782.49	0.00	782.49

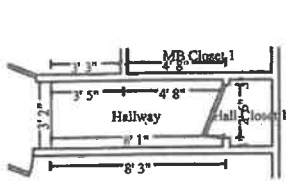


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CONTINUED - Hallway

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Totals: Hallway			78.81	355.98	2,187.38	0.00	2,187.38



Hallway

Height: 8'

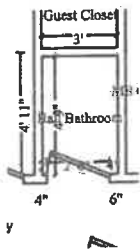
154.67 SF Walls	25.60 SF Ceiling
180.26 SF Walls & Ceiling	25.60 SF Floor
2.84 SY Flooring	19.33 LF Floor Perimeter
19.33 LF Ceil. Perimeter	

Missing Wall

3' 2" X 8'

Opens into HALLWAY

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
48. 1/2" - drywall per LF - up to 2' tall	19.33 LF	9.28	2.30	36.34	218.02	(0.00)	218.02
49. Batt insulation - 6" - R21 - unfaced batt	56.00 SF	1.49	8.02	16.68	108.14	(0.00)	108.14
50. Casing - 3 1/4"	12.00 LF	3.39	2.31	8.60	51.59	(0.00)	51.59
51. Baseboard - 3 1/4"	19.33 LF	3.70	2.81	14.86	89.19	(0.00)	89.19
52. Base shoe	19.33 LF	1.60	1.18	6.42	38.53	(0.00)	38.53
53. Paint the walls - two coats	154.67 SF	0.98	3.34	30.98	185.90	(0.00)	185.90
54. Paint baseboard - two coats	19.33 LF	1.42	0.23	5.54	33.22	(0.00)	33.22
55. Seal & paint base shoe or quarter round	19.33 LF	0.79	0.19	3.10	18.56	(0.00)	18.56
56. Vinyl plank flooring	25.60 SF	6.14	15.08	31.44	203.70	(0.00)	203.70
Totals: Hallway			35.46	153.96	946.85	0.00	946.85



Hall Bathroom

Height: 8'

124.00 SF Walls	14.25 SF Ceiling
138.25 SF Walls & Ceiling	14.25 SF Floor
1.58 SY Flooring	15.50 LF Floor Perimeter
15.50 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
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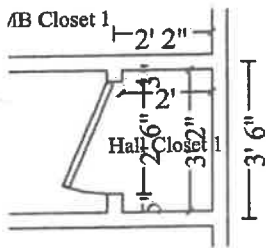


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CONTINUED - Hall Bathroom

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
57. 1/2" - drywall per LF - up to 2' tall	15.50 LF	9.28	1.85	29.14	174.83	(0.00)	174.83
58. Batt insulation - 6" - R21 - unfaced batt	56.00 SF	1.49	8.02	16.68	108.14	(0.00)	108.14
59. Casing - 3 1/4"	12.00 LF	3.39	2.31	8.60	51.59	(0.00)	51.59
60. Baseboard - 3 1/4"	15.50 LF	3.70	2.26	11.94	71.55	(0.00)	71.55
61. Base shoe	15.50 LF	1.60	0.94	5.14	30.88	(0.00)	30.88
62. Paint the walls - two coats	124.00 SF	0.98	2.68	24.84	149.04	(0.00)	149.04
63. Paint baseboard - two coats	15.50 LF	1.42	0.19	4.44	26.64	(0.00)	26.64
64. Seal & paint base shoe or quarter round	15.50 LF	0.79	0.15	2.50	14.90	(0.00)	14.90
65. Vinyl plank flooring	14.25 SF	6.14	8.40	17.50	113.40	(0.00)	113.40
Totals: Hall Bathroom			26.80	120.78	740.97	0.00	740.97



Hall Closet 1

Height: 8'

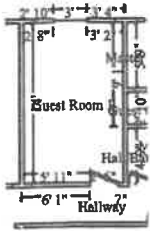
82.67 SF Walls	6.33 SF Ceiling
89.00 SF Walls & Ceiling	6.33 SF Floor
0.70 SY Flooring	10.33 LF Floor Perimeter
10.33 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
66. 1/2" - drywall per LF - up to 2' tall	10.33 LF	9.28	1.23	19.42	116.51	(0.00)	116.51
67. Batt insulation - 6" - R21 - unfaced batt	56.00 SF	1.49	8.02	16.68	108.14	(0.00)	108.14
68. Casing - 3 1/4"	12.00 LF	3.39	2.31	8.60	51.59	(0.00)	51.59
69. Baseboard - 3 1/4"	10.33 LF	3.70	1.50	7.94	47.66	(0.00)	47.66
70. Base shoe	10.33 LF	1.60	0.63	3.42	20.58	(0.00)	20.58
71. Paint the walls - two coats	82.67 SF	0.98	1.79	16.56	99.37	(0.00)	99.37
72. Paint baseboard - two coats	10.33 LF	1.42	0.12	2.96	17.75	(0.00)	17.75
73. Seal & paint base shoe or quarter round	10.33 LF	0.79	0.10	1.66	9.92	(0.00)	9.92
74. Vinyl plank flooring	6.33 SF	6.14	3.73	7.78	50.38	(0.00)	50.38
Totals: Hall Closet 1			19.43	85.02	521.90	0.00	521.90



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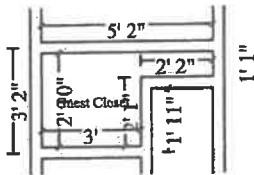


Guest Room 1

Height: 8'

365.33 SF Walls	123.67 SF Ceiling
489.00 SF Walls & Ceiling	123.67 SF Floor
13.74 SY Flooring	45.67 LF Floor Perimeter
45.67 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
75. 1/2" - drywall per LF - up to 2' tall	45.67 LF	9.28	5.44	85.84	515.10	(0.00)	515.10
76. Batt insulation - 6" - R21 - unfaced batt	56.00 SF	1.49	8.02	16.68	108.14	(0.00)	108.14
77. Casing - 3 1/4"	12.00 LF	3.39	2.31	8.60	51.59	(0.00)	51.59
78. Baseboard - 3 1/4"	45.67 LF	3.70	6.65	35.14	210.77	(0.00)	210.77
79. Base shoe	45.67 LF	1.60	2.78	15.18	91.03	(0.00)	91.03
80. Paint the walls - two coats	365.33 SF	0.98	7.89	73.18	439.09	(0.00)	439.09
81. Paint baseboard - two coats	45.67 LF	1.42	0.55	13.10	78.50	(0.00)	78.50
82. Seal & paint base shoe or quarter round	45.67 LF	0.79	0.44	7.30	43.82	(0.00)	43.82
83. Vinyl plank flooring	123.67 SF	6.14	72.90	151.86	984.09	(0.00)	984.09
Totals: Guest Room 1			106.98	406.88	2,522.13	0.00	2,522.13



Guest Closet

Height: 8'

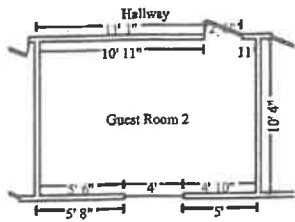
128.00 SF Walls	10.13 SF Ceiling
138.13 SF Walls & Ceiling	10.13 SF Floor
1.13 SY Flooring	16.00 LF Floor Perimeter
16.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
84. 1/2" - drywall per LF - up to 2' tall	16.00 LF	9.28	1.91	30.08	180.47	(0.00)	180.47
85. Batt insulation - 6" - R21 - unfaced batt	56.00 SF	1.49	8.02	16.68	108.14	(0.00)	108.14
86. Casing - 3 1/4"	12.00 LF	3.39	2.31	8.60	51.59	(0.00)	51.59
87. Baseboard - 3 1/4"	16.00 LF	3.70	2.33	12.30	73.83	(0.00)	73.83
88. Base shoe	16.00 LF	1.60	0.97	5.32	31.89	(0.00)	31.89
89. Paint the walls - two coats	128.00 SF	0.98	2.76	25.64	153.84	(0.00)	153.84
90. Paint baseboard - two coats	16.00 LF	1.42	0.19	4.58	27.49	(0.00)	27.49
91. Seal & paint base shoe or quarter round	16.00 LF	0.79	0.15	2.56	15.35	(0.00)	15.35
92. Vinyl plank flooring	10.13 SF	6.14	5.98	12.44	80.62	(0.00)	80.62
Totals: Guest Closet			24.62	118.20	723.22	0.00	723.22



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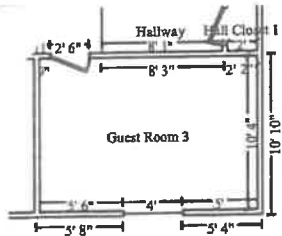


Guest Room 2

Height: 8'

394.67 SF Walls	148.11 SF Ceiling
542.78 SF Walls & Ceiling	148.11 SF Floor
16.46 SY Flooring	49.33 LF Floor Perimeter
49.33 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
93. 1/2" - drywall per LF - up to 2' tall	49.33 LF	9.28	5.88	92.74	556.40	(0.00)	556.40
94. Batt insulation - 6" - R21 - unfaced batt	56.00 SF	1.49	8.02	16.68	108.14	(0.00)	108.14
95. Casing - 3 1/4"	12.00 LF	3.39	2.31	8.60	51.59	(0.00)	51.59
96. Baseboard - 3 1/4"	49.33 LF	3.70	7.18	37.94	227.64	(0.00)	227.64
97. Base shoe	49.33 LF	1.60	3.00	16.38	98.31	(0.00)	98.31
98. Paint the walls - two coats	394.67 SF	0.98	8.52	79.06	474.36	(0.00)	474.36
99. Paint baseboard - two coats	49.33 LF	1.42	0.59	14.14	84.78	(0.00)	84.78
100. Seal & paint base shoe or quarter round	49.33 LF	0.79	0.47	7.90	47.34	(0.00)	47.34
101. Vinyl plank flooring	148.11 SF	6.14	87.30	181.88	1,178.58	(0.00)	1,178.58
Totals: Guest Room 2			123.27	455.32	2,827.14	0.00	2,827.14



Guest Room 3

Height: 8'

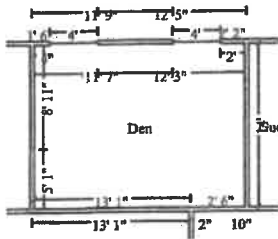
397.33 SF Walls	149.83 SF Ceiling
547.17 SF Walls & Ceiling	149.83 SF Floor
16.65 SY Flooring	49.67 LF Floor Perimeter
49.67 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
102. 1/2" - drywall per LF - up to 2' tall	49.67 LF	9.28	5.92	93.36	560.22	(0.00)	560.22
103. Batt insulation - 6" - R21 - unfaced batt	56.00 SF	1.49	8.02	16.68	108.14	(0.00)	108.14
104. Casing - 3 1/4"	12.00 LF	3.39	2.31	8.60	51.59	(0.00)	51.59
105. Baseboard - 3 1/4"	49.67 LF	3.70	7.23	38.20	229.21	(0.00)	229.21
106. Base shoe	49.67 LF	1.60	3.02	16.50	98.99	(0.00)	98.99
107. Paint the walls - two coats	397.33 SF	0.98	8.58	79.60	477.56	(0.00)	477.56
108. Paint baseboard - two coats	49.67 LF	1.42	0.60	14.22	85.35	(0.00)	85.35
109. Seal & paint base shoe or quarter round	49.67 LF	0.79	0.48	7.94	47.66	(0.00)	47.66
110. Vinyl plank flooring	149.83 SF	6.14	88.32	184.00	1,192.28	(0.00)	1,192.28
Totals: Guest Room 3			124.48	459.10	2,851.00	0.00	2,851.00



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Den

Height: 8'

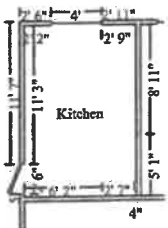
454.78 SF Walls	246.17 SF Ceiling
700.94 SF Walls & Ceiling	246.17 SF Floor
27.35 SY Flooring	55.58 LF Floor Perimeter
63.17 LF Ceil. Perimeter	

Missing Wall - Goes to Floor
Missing Wall - Goes to Floor

5' 1" X 6' 8"
2' 6" X 6' 8"

Opens into KITCHEN
Opens into HALLWAY

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
111. 1/2" - drywall per LF - up to 2' tall	55.58 LF	9.28	6.62	104.48	626.88	(0.00)	626.88
112. Batt insulation - 6" - R21 - unfaced batt	56.00 SF	1.49	8.02	16.68	108.14	(0.00)	108.14
113. Casing - 3 1/4"	12.00 LF	3.39	2.31	8.60	51.59	(0.00)	51.59
114. Baseboard - 3 1/4"	55.58 LF	3.70	8.09	42.76	256.50	(0.00)	256.50
115. Base shoe	55.58 LF	1.60	3.38	18.46	110.77	(0.00)	110.77
116. Paint the walls - two coats	454.78 SF	0.98	9.82	91.10	546.60	(0.00)	546.60
117. Paint baseboard - two coats	55.58 LF	1.42	0.67	15.92	95.51	(0.00)	95.51
118. Seal & paint base shoe or quarter round	55.58 LF	0.79	0.53	8.88	53.32	(0.00)	53.32
119. Clean floor - Heavy	246.17 SF	0.68	0.20	33.52	201.12	(0.00)	201.12
Totals: Den			39.64	340.40	2,050.43	0.00	2,050.43



Kitchen

Height: 8'

315.56 SF Walls	124.83 SF Ceiling
440.39 SF Walls & Ceiling	124.83 SF Floor
13.87 SY Flooring	38.17 LF Floor Perimeter
45.83 LF Ceil. Perimeter	

Missing Wall - Goes to Floor
Missing Wall - Goes to Floor

5' 1" X 6' 8"
2' 7" X 6' 8"

Opens into DEN1
Opens into LIVING_ROOM_

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
120. 1/2" - drywall per LF - up to 2' tall	38.17 LF	9.28	4.55	71.76	430.53	(0.00)	430.53
121. Batt insulation - 6" - R21 - unfaced batt	56.00 SF	1.49	8.02	16.68	108.14	(0.00)	108.14
122. Casing - 3 1/4"	12.00 LF	3.39	2.31	8.60	51.59	(0.00)	51.59
123. Baseboard - 3 1/4"	38.17 LF	3.70	5.56	29.36	176.15	(0.00)	176.15
124. Base shoe	38.17 LF	1.60	2.32	12.68	76.07	(0.00)	76.07
125. Paint the walls - two coats	315.56 SF	0.98	6.82	63.22	379.29	(0.00)	379.29
126. Paint baseboard - two coats	38.17 LF	1.42	0.46	10.94	65.60	(0.00)	65.60

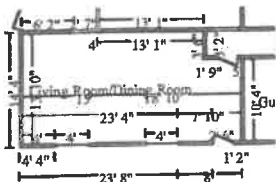


A-1 Rapid Response Restoration, LLC

an IICRC Certified Firm

CONTINUED - Kitchen

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
127. Seal & paint base shoe or quarter round	38.17 LF	0.79	0.37	6.12	36.64	(0.00)	36.64
128. Clean floor - Heavy	124.83 SF	0.68	0.10	17.00	101.98	(0.00)	101.98
Totals: Kitchen			30.51	236.36	1,425.99	0.00	1,425.99



Living Room/Dining Room

Height: 8'

633.44 SF Walls	354.86 SF Ceiling
988.31 SF Walls & Ceiling	354.86 SF Floor
39.43 SY Flooring	78.75 LF Floor Perimeter
81.33 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

2' 7" X 6' 8"

Opens into KITCHEN

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
129. 1/2" - drywall per LF - up to 2' tall	78.75 LF	9.28	9.39	148.04	888.23	(0.00)	888.23
130. Batt insulation - 6" - R21 - unfaced batt	56.00 SF	1.49	8.02	16.68	108.14	(0.00)	108.14
131. Casing - 3 1/4"	12.00 LF	3.39	2.31	8.60	51.59	(0.00)	51.59
132. Baseboard - 3 1/4"	78.75 LF	3.70	11.47	60.58	363.43	(0.00)	363.43
133. Base shoe	78.75 LF	1.60	4.79	26.16	156.95	(0.00)	156.95
134. Paint the walls - two coats	633.44 SF	0.98	13.68	126.90	761.35	(0.00)	761.35
135. Paint baseboard - two coats	78.75 LF	1.42	0.94	22.54	135.31	(0.00)	135.31
136. Seal & paint base shoe or quarter round	78.75 LF	0.79	0.76	12.60	75.57	(0.00)	75.57
137. Vinyl plank flooring	354.86 SF	6.14	209.17	435.76	2,823.77	(0.00)	2,823.77
Totals: Living Room/Dining Room			260.53	857.86	5,364.34	0.00	5,364.34
Total: Interior			1,089.74	4,519.50	27,891.44	0.00	27,891.44

Debris Removal

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
138. Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA	535.00	0.00	107.00	642.00	(0.00)	642.00



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CONTINUED - Debris Removal

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Totals: Debris Removal			0.00	107.00	642.00	0.00	642.00
Line Item Totals: KEYS-BLDBACK			1,089.74	4,716.50	29,073.44	0.00	29,073.44

Grand Total Areas:

4,341.78 SF Walls	1,520.17 SF Ceiling	5,861.94 SF Walls and Ceiling
1,520.17 SF Floor	168.91 SY Flooring	539.33 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	559.67 LF Ceil. Perimeter
1,520.17 Floor Area	1,643.50 Total Area	4,341.78 Interior Wall Area
1,545.00 Exterior Wall Area	171.67 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



A-1 Rapid Response Restoration, LLC

an IICRC Certified Firm

Summary

Line Item Total	23,267.20
Material Sales Tax	314.47
Subtotal	23,581.67
Overhead	2,358.25
Profit	2,358.25
Service Sales Tax	775.27
Replacement Cost Value	\$29,073.44
Net Claim	\$29,073.44

Michael Bland - CNC



A-1 Rapid Response Restoration, LLC

an IICRC Certified Firm

Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (8%)	Service Sales Tax (8%)	Manuf. Home Tax (3%)	Svc. Demo Sales Tax (8%)
Line Items	2,358.25	2,358.25	314.47	775.27	0.00	0.00
Total	2,358.25	2,358.25	314.47	775.27	0.00	0.00



Recap by Room

Estimate: KEYS-BLDBACK		
General Conditions	450.00	1.93%
Area: Interior		
Master Bathroom	646.30	2.78%
Master Bedroom	2,679.10	11.51%
MB Closet 1	627.92	2.70%
MB Closet 2	627.92	2.70%
Hallway	1,752.59	7.53%
Hallway	757.43	3.26%
Hall Bathroom	593.39	2.55%
Hall Closet 1	417.45	1.79%
Guest Room 1	2,008.27	8.63%
Guest Closet	580.40	2.49%
Guest Room 2	2,248.55	9.66%
Guest Room 3	2,267.42	9.75%
Den	1,670.39	7.18%
Kitchen	1,159.12	4.98%
Living Room/Dining Room	4,245.95	18.25%
<hr/>		
Area Subtotal: Interior	22,282.20	95.77%
Debris Removal	535.00	2.30%
<hr/>		
total of Areas	23,267.20	100.00%
<hr/>		
Total	23,267.20	100.00%

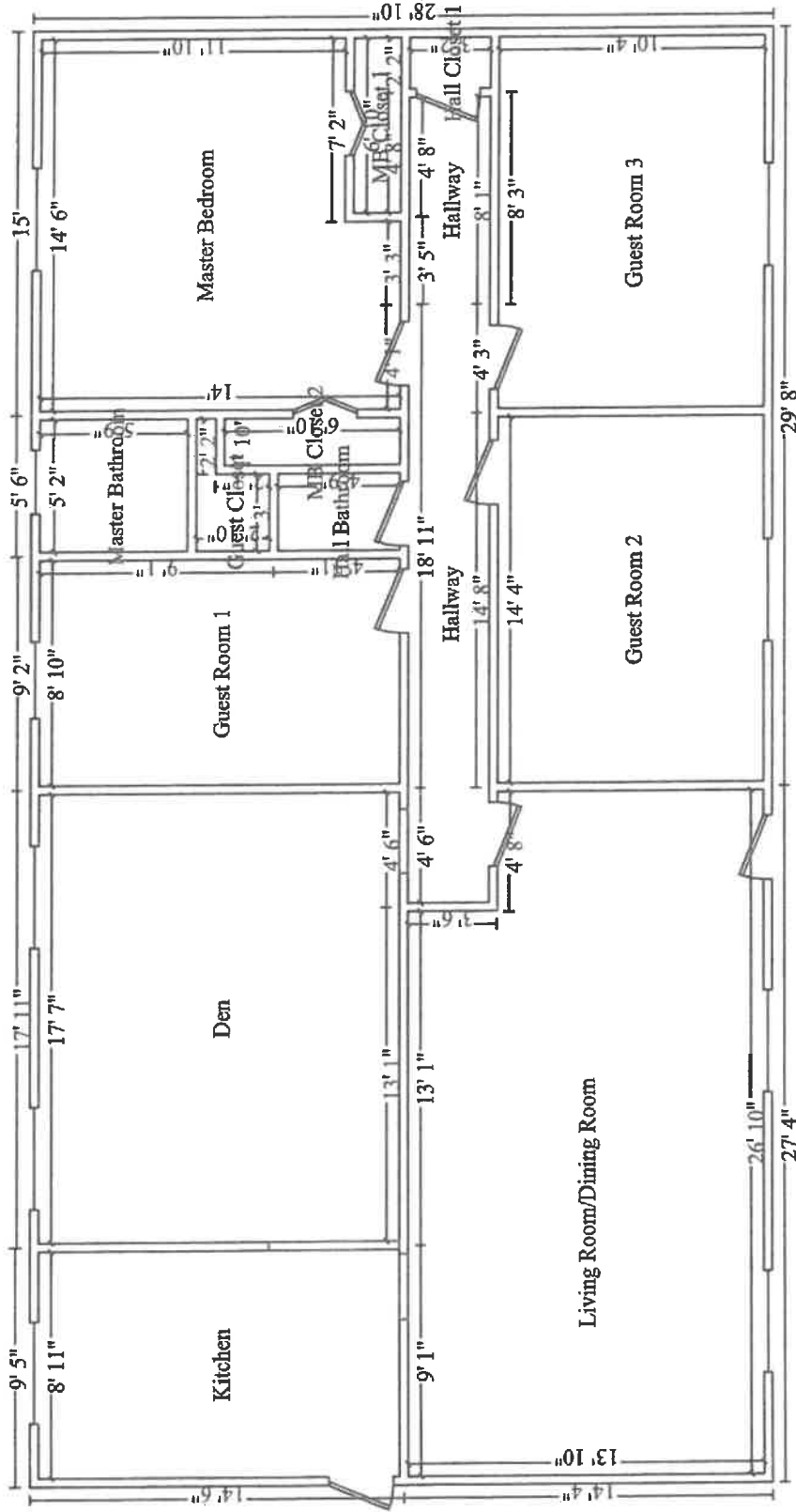


A-1 Rapid Response Restoration, LLC

an IICRC Certified Firm

Recap by Category

O&P Items	Total	%
CLEANING	314.53	1.08%
GENERAL DEMOLITION	535.00	1.84%
DRYWALL	5,004.88	17.21%
FLOOR COVERING - VINYL	6,873.49	23.64%
PERMITS AND FEES	450.00	1.55%
FINISH CARPENTRY / TRIMWORK	3,441.49	11.84%
INSULATION	1,200.94	4.13%
PAINTING	5,446.87	18.73%
O&P Items Subtotal	23,267.20	80.03%
Material Sales Tax	314.47	1.08%
Overhead	2,358.25	8.11%
Profit	2,358.25	8.11%
Service Sales Tax	775.27	2.67%
Total	29,073.44	100.00%



26

ORDER AUTHORIZING PAYMENT OF \$13,182.72 TO AMIA EDWARDS AS FULL AND COMPLETE SETTLEMENT OF PROPERTY DAMAGE CLAIM AND NO ADMISSION OF LIABILITY

OFFICE OF THE CITY ATTORNEY
C. MARTIN LUMUMBA

WHEREAS, on March 26, 2023, sewage flowed into the house located at 2021 Alta Woods Blvd, Jackson, Mississippi, owned by the Amia Edwards and caused damage; and

WHEREAS, pursuant to the terms of the Consent Decree entered in the United States District Court for the Southern district of Mississippi Cause # 3:12-CV-790 TSL-MTP, the City paid Edwards the sum of \$8,419.93 hazard mitigation and cleaning; and

WHEREAS, Edwards submitted a demand for payment of the cost of temporary lodging, interior restoration, and personal property damage; and

WHEREAS, after reviewing the circumstances surrounding the incident and the current state of the law regarding the availability of immunity pursuant to the Mississippi Tort Claims Act, the Office of the City Attorney recommended that the claim be compromised; and

WHEREAS, it is recommended that the claim of Amia Edwards be compromised for the sum of \$13,182.72 *without any admission of liability*; and

WHEREAS, Amia Edwards has agreed to the compromise of the claim and will release the City of Jackson;

IT IS HEREBY ORDERED that the claim of Amia Edwards for property damage may be compromised for the sum of \$13,182.72 with the understanding that the City of Jackson is not admitting liability and subject to Amia Edwards releasing the City of Jackson for any known or unknown damage arising out of the March 26, 2023 incident.

Agenda Item # 26
October 24, 2023
C. Martin, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

04/19/2023
DATE

POINTS		COMMENTS						
1.	1. Brief Description/Purpose	ORDER AUTHORIZING PAYMENT OF \$13,182.72 TO AMIA EDWARDS AS FULL AND COMPLETE SETTLEMENT OF PROPERTY CLAIM.						
2.	Public Policy Initiative 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A						
3.	Who will be affected	City of Jackson						
4.	Benefits	N/A						
5.	Schedule (beginning date)	N/A						
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A						
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Office of the City Attorney						
8.	COST	\$13,182.72						
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>							
10.	EBO participation	ABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		AABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		WBE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		HBE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		NABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
[Handwritten signature]

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT OF \$13,182.72 TO AMIA EDWARDS AS FULL AND COMPLETE SETTLEMENT OF PROPERTY CLAIM AND NO ADMISSION OF LIABILITY** is legally sufficient for placement in NOVUS Agenda.

[Handwritten signature]

Carrie Johnson, Senior Deputy City Attorney

10/4/2023

DATE

MEMO

MEMO

**TO: Chokwe Antar Lumumba, Mayor
City of Jackson**

FROM MacDarrell Poullard

DATE: October 4, 2023

RE: Settlement of Property Damage Claim for Amia Edwards (14899-VC)

The attached Order seeks authority of the Council to compromise a claim for property damage submitted by Amia Edwards when sewage flowed into her house located at 2021 Alta Woods Boulevard.

The recommendation for compromise of the claim received after review by the Office of the City Attorney is \$13,182.72 following review of the circumstances surrounding the event and the current status of the City's entitlement to immunity under the Mississippi Tort Claims Act.

The claim is being compromised without an admission of liability and is subject to Amia Edwards releasing the City.



MacDarrell Poullard

Attachments

THE CITY OF
JACKSON
MISSISSIPPI
OFFICE OF THE CITY ATTORNEY
Risk Management Division

September 5, 2023

Amia Edwards
2021 Alta Woods Blvd
Jackson, MS 39204

RECEIVED

SEP 08 2023

RE: Claim for Damages against the City of Jackson
Claim Number: 14899
Date of Incident: 03/26/2023
Description of Claim: Property Damage

RISK MANAGEMENT DIVISION

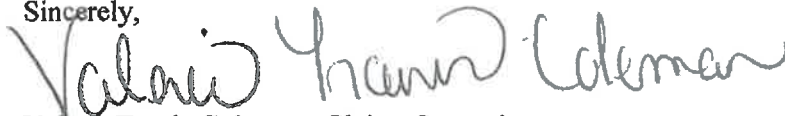
Dear Ms. Edwards:

On March 27, 2023, the Risk Management Division received your claim regarding damage allegedly sustained to your property on March 26, 2023. The claim has been investigated, and the Risk Management Division hereby indicates a willingness to recommend that the governing authorities settle the claim for the sum of \$13,182.72. The settlement recommendation is subject to the approval of the governing authorities for the City of Jackson.

The Risk Management Division willingness to recommend settlement of the claim should not be construed as an admission of liability. The recommendation for the settlement stems from a recognition that the City's best interest would be served by settlement as oppose to litigation. Moreover, the Risk Management Division willingness to recommend settlement of the claim should *not* be construed as a waiver of any requirement contained within the provisions of the Mississippi Tort Claims Act, including but not limited to the filing of a Notice of Claim or the time for filing suit.

Assuming the governing authorities consent and approve settlement by the payment of the above stated sum, we will require you to sign a release. You may be also required to complete a W9 form for processing of the settlement proceeds. Please acknowledge by signature below your receipt and understanding of the contents of this letter and return to the Risk Management Division. If you have any questions, please feel free to contact me at 601-960-0521.

Sincerely,



Valerie Travis Coleman, Claims Supervisor
Risk Management Division

Acknowledgement and Receipt Section

I, Amia Edwards, certify that I have read and understand the contents stated in this letter. I hereby accept the amount offered herein to settle my claim with the understanding that said offer of settlement is contingent upon the consent and approval of the governing authorities of the City of Jackson.

Signature

Date

9/6/23



The Fresh Start Company

911 RESTORATION of CENTRAL MISS.

101 FIRST CHOICE DR., STE. D.
MADISON, MS 39110

Client: AMIA EDWARDS
Property: 2021 ALTA WOODS BLVD
Jackson, MS 39204

Home: (601) 941-8039

Operator: RICHARD.

Estimator: Richard Lee Sims
Company: 911 Restoration
Business: 101 FIRST CHOICE DRIVE SUITE D
MADISON, MS 39110

Business: (601) 707-5463
E-mail: richard.sims@911restoration.com

Type of Estimate: Sewage
Date Entered: 3/27/2023 **Date Assigned:**

Price List: MSJA8X_APR21
Labor Efficiency: Restoration/Service/Remodel
Estimate: EDWARDS_AMIA_PUTBACK

sewage backup from city sewer system on 3/26/23



911 RESTORATION of CENTRAL MISS.

101 FIRST CHOICE DR., STE. D.
MADISON, MS 39110

**EDWARDS_AMIA_PUTBACK
Main Level**

Main Level

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Final cleaning - construction - Residential	1,461.59 SF @	0.29 =	423.86
2. Content Manipulation charge - per hour	5.00 HR @	43.51 =	217.55

MASTER BATHROOM

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
3. 1/2" - drywall per LF - up to 2' tall	29.00 LF @	9.39 =	272.31
4. Batt insulation - 6" - R19 - unfaced batt	29.00 SF @	1.28 =	37.12
5. Paint the walls - two coats	232.00 SF @	0.99 =	229.68
6. Baseboard - 3 1/4"	29.00 LF @	2.90 =	84.10
7. Base shoe	29.00 LF @	1.21 =	35.09
8. Paint baseboard, - two coats	29.00 LF @	1.23 =	35.67

HALL CLOSET 1

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
9. 1/2" - drywall per LF - up to 2' tall	8.33 LF @	9.39 =	78.22
10. Paint the walls - two coats	69.56 SF @	0.99 =	68.86
11. Baseboard - 3 1/4"	8.33 LF @	2.90 =	24.16
12. Base shoe	8.33 LF @	1.21 =	10.08
13. Paint baseboard, oversized - two coats	8.33 LF @	1.23 =	10.25

CLOSET IN HALL

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
14. Base shoe	8.33 LF @	1.62 =	13.49
15. 1/2" - drywall per LF - up to 2' tall	8.33 LF @	9.39 =	78.22
16. Paint the walls - two coats	70.00 SF @	0.99 =	69.30
17. Paint baseboard - two coats	8.33 LF @	1.16 =	9.66



The Fresh Start Company

911 RESTORATION of CENTRAL MISS.

101 FIRST CHOICE DR., STE. D.
MADISON, MS 39110

CONTINUED - CLOSET IN HALL

DESCRIPTION	QTY	UNIT PRICE	TOTAL
18. Baseboard - 3 1/4"	8.33 LF @	2.90 =	24.16

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Hallway			Height: 8'
Door	2' 6" X 6' 8"	Opens into MASTER_BEDR2	
Door	2' 6" X 6' 8"	Opens into CLOSET_IN_HA	
Door	2' 6" X 6' 8"	Opens into BATHROOM_IN_	
Door	2' 2" X 6' 8"	Opens into HALL_CLOSET_	
Door	2' 6" X 6' 8"	Opens into KITCHENKEEP2	
Door	2' 6" X 6' 8"	Opens into Exterior	

DESCRIPTION	QTY	UNIT PRICE	TOTAL
19. Base shoe	18.67 LF @	1.62 =	30.25
20. 1/2" - drywall per LF - up to 2' tall	18.67 LF @	9.39 =	175.31
21. Paint the walls - two coats	168.89 SF @	0.99 =	167.20
22. Paint baseboard, oversized - two coats	18.67 LF @	1.54 =	28.75
23. Baseboard - 3 1/4"	18.67 LF @	2.90 =	54.14

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Living Room			Height: 8'
Door	2' 6" X 6' 8"	Opens into KITCHENKEEP2	
Door	2' 6" X 6' 8"	Opens into Exterior	

DESCRIPTION	QTY	UNIT PRICE	TOTAL
24. 1/2" - drywall per LF - up to 2' tall	84.17 LF @	9.39 =	790.36
25. Paint the walls - two coats	680.00 SF @	0.99 =	673.20
26. Paint baseboard, oversized - two coats	84.17 LF @	1.54 =	129.62
27. Baseboard - 3 1/4"	84.17 LF @	2.90 =	244.09
28. Base shoe	84.17 LF @	1.21 =	101.85
29. Batt insulation - 6" - R19 - unfaced batt	84.17 SF @	1.28 =	107.74



The Fresh Start Company

911 RESTORATION of CENTRAL MISS.

101 FIRST CHOICE DR., STE. D.
MADISON, MS 39110

MASTER BEDROOM

Height: 8'

Door 2' 6" X 6' 8" Opens into ROOM2
Door 2' 6" X 6' 8" Opens into HALLWAY2

DESCRIPTION	QTY	UNIT PRICE	TOTAL
30. Base shoe	52.33 LF @	1.62 =	84.77
31. 1/2" - drywall per LF - up to 2' tall	52.33 LF @	9.39 =	491.38
32. Paint the walls - two coats	425.33 SF @	0.99 =	421.08
33. Paint baseboard, oversized - two coats	52.33 LF @	1.54 =	80.59
34. Batt insulation - 6" - R19 - unfaced batt	52.33 SF @	1.28 =	66.98
35. Baseboard - 3 1/4"	52.33 LF @	2.90 =	151.76

KITCHEN-KEEPING ROOM

Height: 8'

Door 2' 6" X 6' 8" Opens into HALLWAY2
Missing Wall - Goes to Floor 4' X 6' 8" Opens into FRONTENTRY_R
Door 2' 6" X 6' 8" Opens into LIVING_ROOM2

DESCRIPTION	QTY	UNIT PRICE	TOTAL
36. Countertop - post formed plastic laminate - Standard grade	24.00 LF @	34.11 =	818.64
37. Base shoe	74.50 LF @	1.62 =	120.69
38. 1/2" - drywall per LF - up to 2' tall	74.50 LF @	9.39 =	699.56
39. Baseboard - 6"	74.50 LF @	5.78 =	430.61
40. Paint the walls - two coats	608.00 SF @	0.99 =	601.92
41. Paint baseboard, oversized - two coats	74.50 LF @	1.54 =	114.73
42. Cabinetry - lower (base) units	24.00 LF @	182.44 =	4,378.56
43. Sink - double - reset	1.00 EA @	154.11 =	154.11

Labor Minimums Applied

DESCRIPTION	QTY	UNIT PRICE	TOTAL
44. Drywall labor minimum	1.00 EA @	361.94 =	361.94
45. Painting labor minimum	1.00 EA @	199.22 =	199.22
46. Cabinetry labor minimum	1.00 EA @	180.61 =	180.61
47. Finish carpentry labor minimum	1.00 EA @	180.61 =	180.61
48. Plumbing labor minimum	1.00 EA @	116.07 =	116.07
49. General labor - labor minimum	1.00 EA @	46.02 =	46.02
50. Insulation labor minimum	1.00 EA @	146.75 =	146.75



The Fresh Start Company

911 RESTORATION of CENTRAL MISS.

101 FIRST CHOICE DR., STE. D.
MADISON, MS 39110

Grand Total Areas:

3,395.11 SF Walls	1,461.59 SF Ceiling	4,856.70 SF Walls and Ceiling
1,461.59 SF Floor	162.40 SY Flooring	415.67 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	468.00 LF Ceil. Perimeter
1,461.59 Floor Area	1,583.87 Total Area	3,395.11 Interior Wall Area
2,264.33 Exterior Wall Area	259.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



911 RESTORATION of CENTRAL MISS.

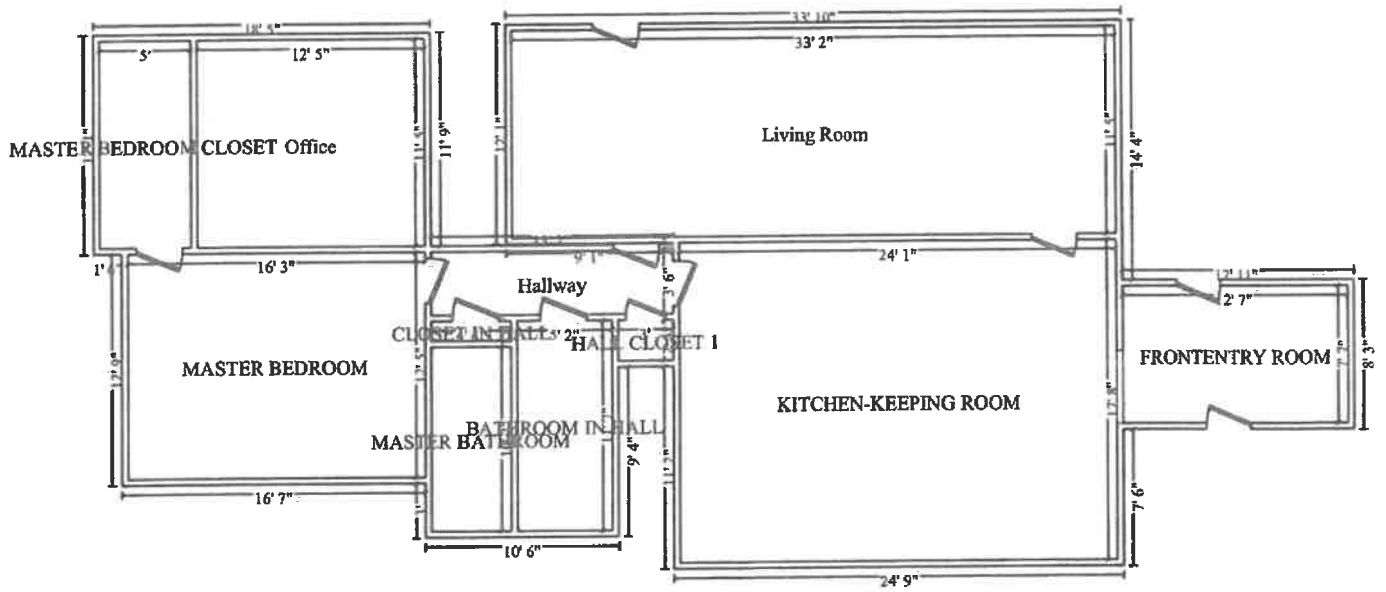
101 FIRST CHOICE DR., STE. D.
MADISON, MS 39110

Summary

Line Item Total	14,070.89
Overhead	1,407.14
Profit	1,407.14
Total Tax	1,350.83
	<hr/>
Replacement Cost Value	\$18,236.00
Net Claim	\$18,236.00
	<hr/> <hr/>

Richard Lee Sims

Main Level



Main Level

HOLLYWOOD CONSTRUCTION

Client: AMIA EDWARDS
Property: 2021 ALTA WOODS BLVD
Jackson, MS 39204

Home: (601) 941-8039

Operator: MARY.R

Estimator: JAMIE BERRY
Company: HOLLYWOOD CONSTRUCTION
Business: 13039 NEW ZION RD
CRYSTAL SPRINGS, MS 39059

Business: (769) 226-8725

Type of Estimate: Sewage

Date Entered: 3/27/2023

Date Assigned:

Price List: MSJA8X_01JUN23

Labor Efficiency: Restoration/Service/Remodel

Estimate: EDWARDS_PUTBACK_RR

sewage backup from city sewer system on 3/26/23

HOLLYWOOD CONSTRUCTION

EDWARDS_PUTBACK_RR

Main Level

Main Level

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Final cleaning - construction - Residential	1,461.59 SF @	0.31 =	453.09
2. Haul debris - per pickup truck load - including dump fees	1.00 EA @	145.34 =	145.34

MASTER BATHROOM

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
3. Batt insulation - 6" - R19 - unfaced batt	29.00 SF @	1.31 =	37.99
4. Paint the walls - two coats	232.00 SF @	1.03 =	238.96
5. Baseboard - 3 1/4"	29.00 LF @	3.84 =	111.36
6. Base shoe	29.00 LF @	1.62 =	46.98
7. Paint baseboard, - two coats	29.00 LF @	1.58 =	45.82
8. 1/2" - drywall per LF - up to 2' tall	29.00 LF @	9.54 =	276.66

HALL CLOSET 1

Height: 8'

Door

2' 2" X 6' 8"

Opens into HALLWAY2

DESCRIPTION	QTY	UNIT PRICE	TOTAL
9. 1/2" - drywall per LF - up to 2' tall	8.33 LF @	9.54 =	79.47
10. Paint the walls - two coats	69.56 SF @	1.03 =	71.65
11. Baseboard - 3 1/4"	8.33 LF @	3.84 =	31.99
12. Base shoe	8.33 LF @	1.62 =	13.49
13. Paint baseboard, oversized - two coats	8.33 LF @	1.58 =	13.16

CLOSET IN HALL

Height: 8'

Door

2' 6" X 6' 8"

Opens into HALLWAY2

DESCRIPTION	QTY	UNIT PRICE	TOTAL
14. Base shoe	8.33 LF @	1.62 =	13.49
15. 1/2" - drywall per LF - up to 2' tall	8.33 LF @	9.54 =	79.47
16. Paint the walls - two coats	70.00 SF @	1.03 =	72.10
17. Paint baseboard - two coats	8.33 LF @	1.45 =	12.08
18. Baseboard - 3 1/4"	8.33 LF @	3.84 =	31.99

HOLLYWOOD CONSTRUCTION

Hallway

Height: 8'

Door	2' 6" X 6' 8"	Opens into MASTER_BEDR2
Door	2' 6" X 6' 8"	Opens into CLOSET_IN_HA
Door	2' 6" X 6' 8"	Opens into BATHROOM_IN_
Door	2' 2" X 6' 8"	Opens into HALL_CLOSET_
Door	2' 6" X 6' 8"	Opens into KITCHENKEEP2
Door	2' 6" X 6' 8"	Opens into Exterior

DESCRIPTION	QTY	UNIT PRICE	TOTAL
19. Base shoe	18.67 LF @	1.62 =	30.25
20. 1/2" - drywall per LF - up to 2' tall	18.67 LF @	9.54 =	178.11
21. Paint the walls - two coats	168.89 SF @	1.03 =	173.96
22. Baseboard - 3 1/4"	18.67 LF @	3.84 =	71.69
23. Paint baseboard, oversized - two coats	18.67 LF @	1.58 =	29.50

Living Room

Height: 8'

Door	2' 6" X 6' 8"	Opens into KITCHENKEEP2
Door	2' 6" X 6' 8"	Opens into Exterior

DESCRIPTION	QTY	UNIT PRICE	TOTAL
24. 1/2" - drywall per LF - up to 2' tall	84.17 LF @	9.54 =	802.98
25. Paint the walls - two coats	680.00 SF @	1.03 =	700.40
26. Paint baseboard, oversized - two coats	84.17 LF @	1.58 =	132.99
27. Baseboard - 3 1/4"	84.17 LF @	3.84 =	323.21
28. Base shoe	84.17 LF @	1.62 =	136.36
29. Batt insulation - 6" - R19 - unfaced batt	84.17 SF @	1.31 =	110.26

MASTER BEDROOM

Height: 8'

Door	2' 6" X 6' 8"	Opens into ROOM2
Door	2' 6" X 6' 8"	Opens into HALLWAY2

DESCRIPTION	QTY	UNIT PRICE	TOTAL
30. Base shoe	52.33 LF @	1.62 =	84.77
31. 1/2" - drywall per LF - up to 2' tall	52.33 LF @	9.54 =	499.23
32. Paint the walls - two coats	425.33 SF @	1.03 =	438.09
33. Paint baseboard, oversized - two coats	52.33 LF @	1.58 =	82.68
34. Batt insulation - 6" - R19 - unfaced batt	52.33 SF @	1.31 =	68.55
35. Baseboard - 3 1/4"	52.33 LF @	3.84 =	200.95

HOLLYWOOD CONSTRUCTION

KITCHEN-KEEPING ROOM

Height: 8'

Door	2' 6" X 6' 8"	Opens into HALLWAY2
Missing Wall - Goes to Floor	4' X 6' 8"	Opens into FRONTENTRY_R
Door	2' 6" X 6' 8"	Opens into LIVING_ROOM2

DESCRIPTION	QTY	UNIT PRICE	TOTAL
36. Countertop - post formed plastic laminate - Standard grade	24.00 LF @	34.33 =	823.92
37. Base shoe	74.50 LF @	1.62 =	120.69
38. 1/2" - drywall per LF - up to 2' tall	74.50 LF @	9.54 =	710.73
39. Baseboard - 6"	74.50 LF @	5.80 =	432.10
40. Paint the walls - two coats	608.00 SF @	1.03 =	626.24
41. Paint baseboard, oversized - two coats	74.50 LF @	1.58 =	117.71
42. Sink - double - reset	1.00 EA @	167.83 =	167.83
43. Cabinetry - lower (base) units	24.00 LF @	228.02 =	5,472.48
44. Install Range - drop in	1.00 EA @	105.50 =	105.50
45. Install Cooktop - electric	1.00 EA @		0.00
new cooktop in 911 Restoration office \damaged during mitigation			

Labor Minimums Applied

DESCRIPTION	QTY	UNIT PRICE	TOTAL
46. Drywall labor minimum	1.00 EA @	361.94 =	361.94
47. Painting labor minimum	1.00 EA @	199.22 =	199.22
48. Cabinetry labor minimum	1.00 EA @	180.61 =	180.61
49. Finish carpentry labor minimum	1.00 EA @	180.61 =	180.61
50. Insulation labor minimum	1.00 EA @	146.75 =	146.75
51. Plumbing labor minimum	1.00 EA @	125.75 =	125.75

Grand Total Areas:

3,395.11 SF Walls	1,461.59 SF Ceiling	4,856.70 SF Walls and Ceiling
1,461.59 SF Floor	162.40 SY Flooring	415.67 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	468.00 LF Ceil. Perimeter
1,461.59 Floor Area	1,583.87 Total Area	3,395.11 Interior Wall Area
2,264.33 Exterior Wall Area	259.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

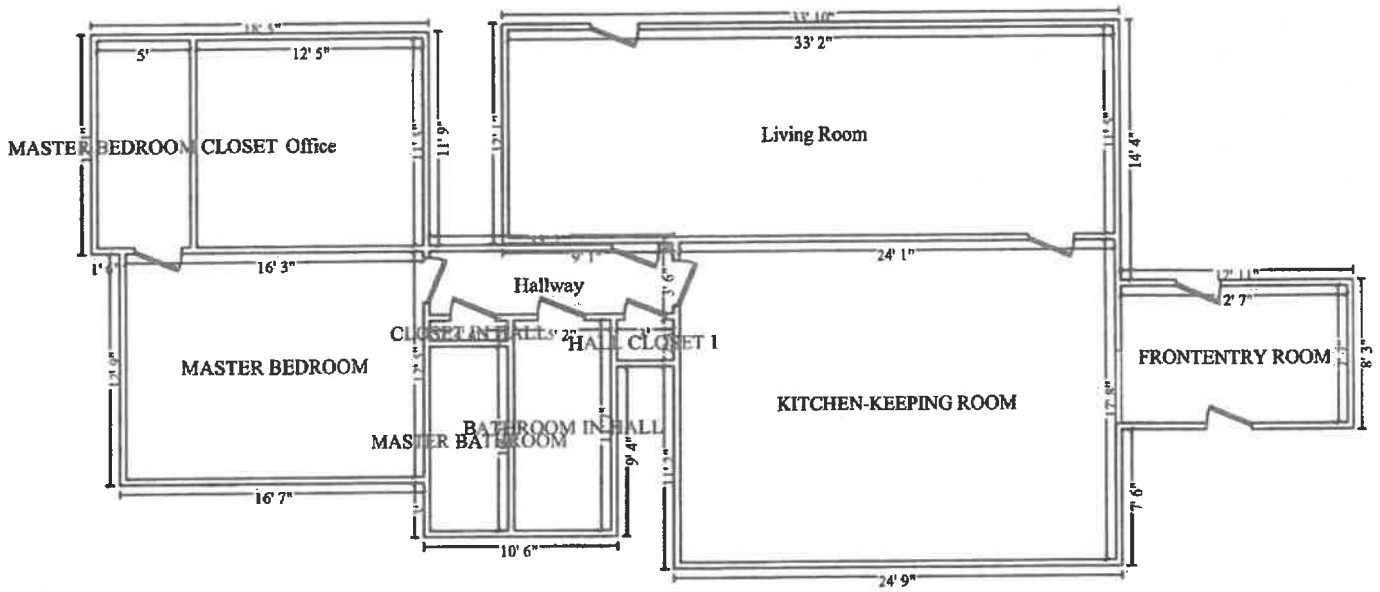
HOLLYWOOD CONSTRUCTION

Summary

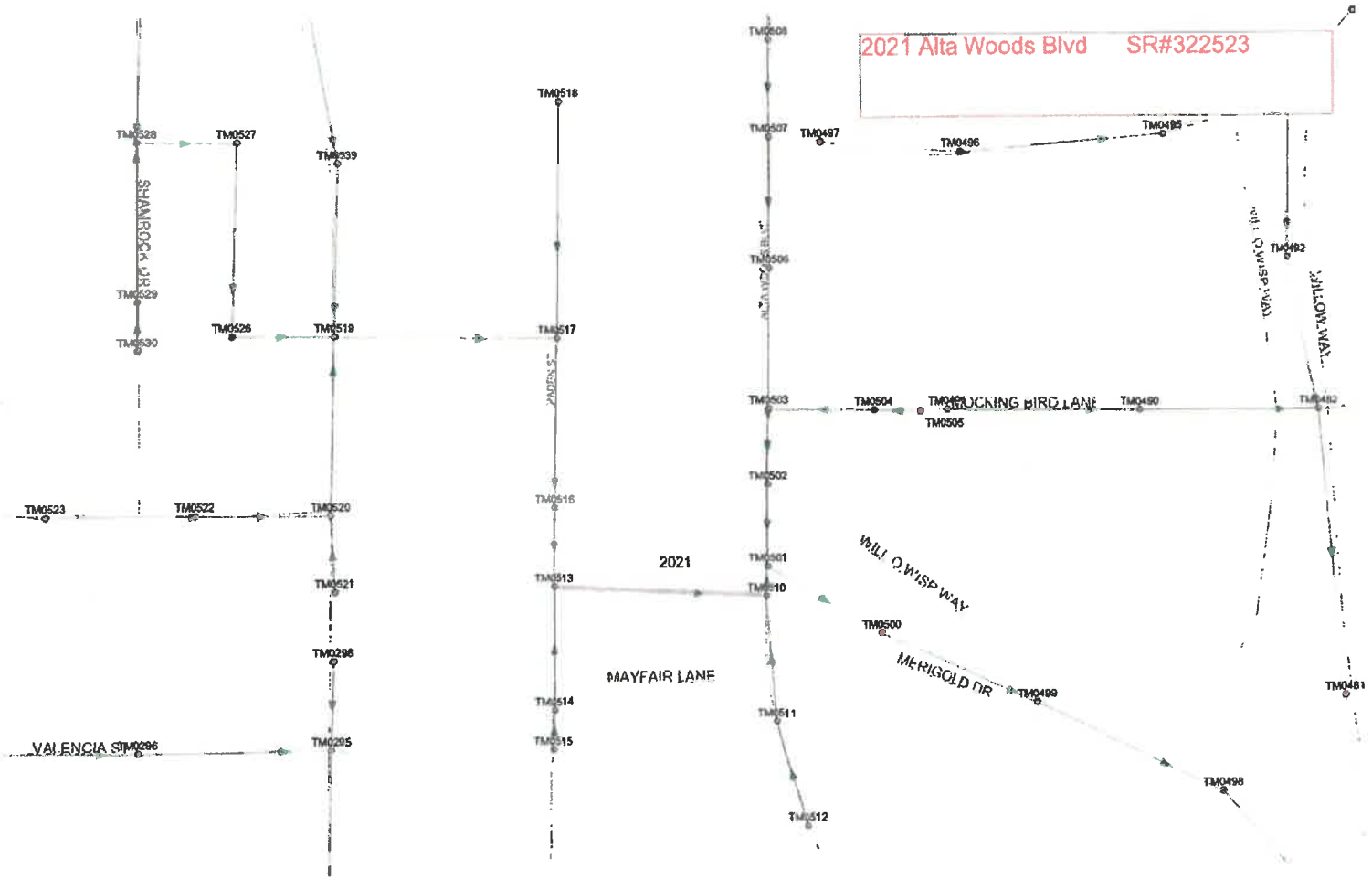
Line Item Total	15,611.15
Overhead	1,561.17
Profit	1,561.17
Contractor Sales Tax	651.14
	<hr/>
Replacement Cost Value	\$19,384.63
Net Claim	\$19,384.63
	<hr/> <hr/>

JAMIE BERRY

Main Level



Main Level

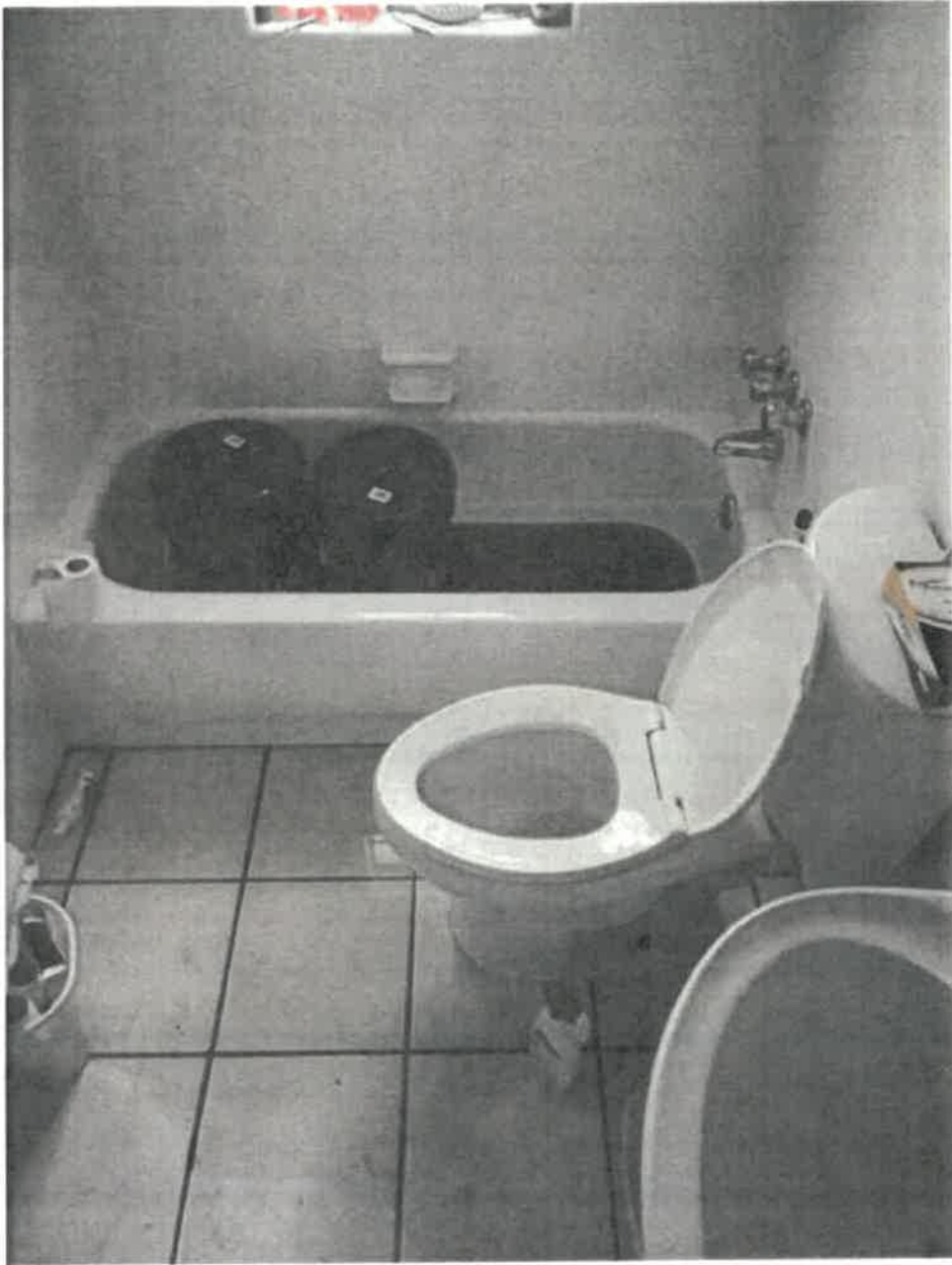




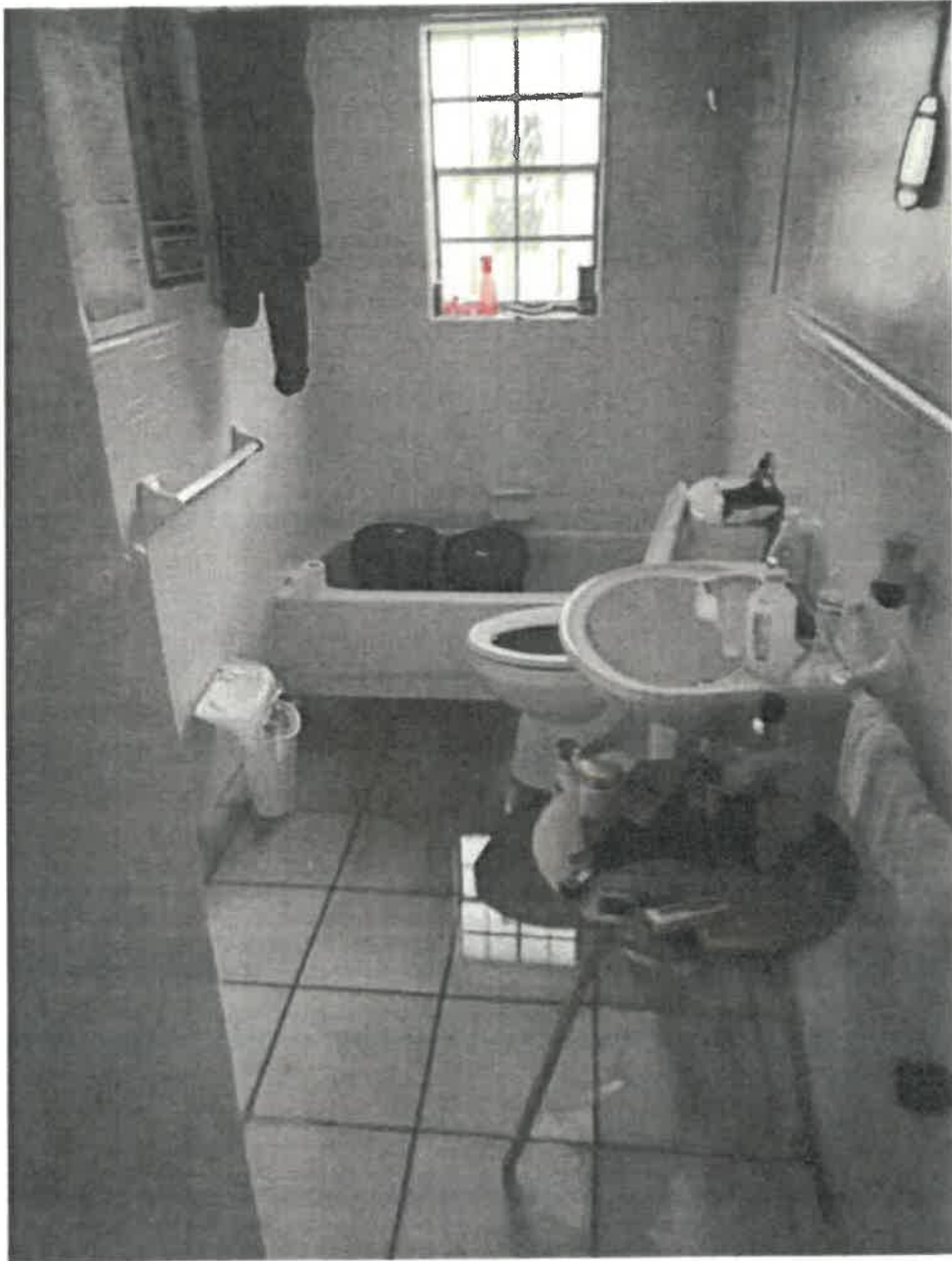






















Proposal

PROPOSAL NO. Percy Lee Plumbing DATE 12/21/21
BID NO. ARCHITECT

TO: Amia D. Edwards
ADDRESS: 3021 4th works Blvd
CITY STATE: Jackson, MS 39204
PHONE NO: 601-941-8039

WORK TO BE PERFORMED AT: 601-497-9308
ADDRESS:
CITY STATE: Jackson MS
DATE OF PLANS:

We hereby propose to furnish the materials and perform the labor necessary for the completion of _____

Area below for additional description and/or drawings:

Replace 20 ft 4" sewer line Blew out sewer line
Install Back floor Clean out
Material & labor

total amount \$3800

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of _____ Dollars (\$ _____) with payments to be made as follows.

Information or deviation from above specifications involving extra work to be executed only upon written order, and will become so only through field above the estimate. All agreements regarding open orders, orders, or delays beyond our control.

Respectfully submitted _____

Per _____

Note - This proposal may be withdrawn by us if not accepted within _____

ACCEPTANCE OF PROPOSAL

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

Signature _____

Signature _____

RECEIPT

DATE 12/21/21

No. 980002

RECEIVED FROM Percy Lee's Plumbing

\$ 3,800

Replace 20ft 4" sewer line

DOLLARS

FOR RENT Material + labor in clean out Val

FOR

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM Percy Williams TO

BY Anna D. Edwards

CLAIM NO	MIN BOOK	PAGE
833582	6X	421

ACCOUNT PAYABLE

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
999993	AMIA EDWARDS	833582	05/09/2023	\$8,419.93

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
03/27/2023	14899	R/I FOR SEWER BACKUP @ 2021 ALTA WOODS BLVD	\$8,419.93

Signature: Amia D Edwards
 Date: 5/11/23

RECEIVED
 MAY 11 2023
 RISK MANAGEMENT



City of Jackson, MS
 200 South Presidents Street
 Jackson, MS 39201

BANCORPSOUTH JACKSON, MS 85/127-3425
 Vendor Number: 999993
 Check Number: 833582
 Check Date: 05/09/2023

CLAIM NO	MIN BOOK	PAGE
833582	6X	421

NOT VALID AFTER 90 DAYS

*** Eight Thousand Four Hundred And Nineteen Dollars And Ninety-Three Cents *** **\$8,419.93**

Pay To The Order Of
 999993
 AMIA EDWARDS
 2021 ALTA WOODS BLVD
 JACKSON, MS 39204

Sharon Charles
 MAYOR
Sharon Charles
 DEPUTY DIRECTOR OF ADMINISTRATION

⑈00833582⑈ ⑆084201278⑆0075993535⑈

SY11337

tylenbusinessforms.com 877.749.2090

FORM # PSCBBX (8-79)

THE CITY OF
JACKSON
MISSISSIPPI
OFFICE OF THE CITY ATTORNEY
Risk Management Division

April 19, 2023

Trustmark National Bank
Tailored Wealth Department
Attn: Dwight Jones/Bob Hewston
248 East Capitol Street, Suite 1006
Jackson, MS 39201

Dear Mr. Jones/Hewston:

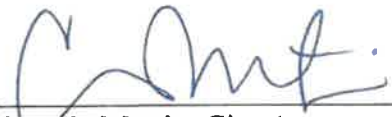
Please process the following expenditures from the City of Jackson's (City's) State Tort Trust Fund and deposit the respective amount(s) into the City's State Tort Claims Bancorp South, Routing #: 084201278, Account #: 772-68-761. This is an approved disbursement pursuant to the existing State Tort Claims Act.

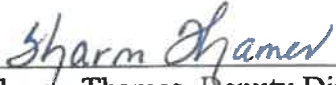
<u>Claimant</u>	<u>Amount</u>
Amia Edwards	\$8,419.93

Attached is the pertinent documentation regarding this matter. If additional information is needed, please advise.

Sincerely,


MacDarrell Poullard, Risk Manager
Risk Management Division


Cateria Martin, City Attorney
Office of the City Attorney


Sharon Thames, Deputy Director
Administration

MP/jds



04-12-23

Amia Edwards 2021 Alta Woods Blvd Jackson 39204 United States	Folio No. :	89650	Room No. :	404
	A/R Number :		Arrival :	03-26-23
	Group Code :		Departure :	04-12-23
	Company :		Conf. No. :	66056637
	Membership No. :	PC 201958547	Rate Code :	IDME0
	Invoice No. :		Page No. :	1 of 4

Date	Description	Charges	Credits
03-26-23	*Accommodation	85.49	
03-26-23	State Tax - Room	5.98	
03-26-23	County Tax - Room	1.71	
03-26-23	City Tax	2.56	
03-27-23	*Accommodation	94.99	
03-27-23	State Tax - Room	6.65	
03-27-23	County Tax - Room	1.90	
03-27-23	City Tax	2.85	
03-28-23	Visa XXXXXXXXXXXXXXX8034		202.10
03-28-23	*Accommodation	94.99	
03-28-23	State Tax - Room	6.65	
03-28-23	County Tax - Room	1.90	
03-28-23	City Tax	2.85	
03-29-23	*Accommodation	94.99	
03-29-23	State Tax - Room	6.65	
03-29-23	County Tax - Room	1.90	
03-29-23	City Tax	2.85	
03-30-23	*Accommodation	94.99	
03-30-23	State Tax - Room	6.65	
03-30-23	County Tax - Room	1.90	
03-30-23	City Tax	2.85	
03-31-23	*Accommodation	113.99	
03-31-23	State Tax - Room	7.98	
03-31-23	County Tax - Room	2.28	
03-31-23	City Tax	3.42	

RECEIVED

APR 12 2023

RISK MANAGEMENT DIVISION

Candlewood Suites Pearl
 632 S Pearson Road
 Pearl, MS 39208
 Telephone: (601) 936-3442 Fax: (601) 936-3475



04-12-23

Amia Edwards 2021 Alta Woods Blvd Jackson 39204 United States	Folio No. :	89650	Room No. :	404
	A/R Number :		Arrival :	03-26-23
	Group Code :		Departure :	04-12-23
	Company :		Conf. No. :	66056637
	Membership No. :	PC 201958547	Rate Code :	IDME0
	Invoice No. :		Page No. :	2 of 4

Date	Description	Charges	Credits
04-01-23	*Accommodation	113.99	
04-01-23	State Tax - Room	7.98	
04-01-23	County Tax - Room	2.28	
04-01-23	City Tax	3.42	
04-02-23	*Accommodation	94.99	
04-02-23	State Tax - Room	6.65	
04-02-23	County Tax - Room	1.90	
-02-23	City Tax	2.85	
04-03-23	Visa XXXXXXXXXXXXXXX8034		893.24
04-03-23	*Accommodation	94.99	
04-03-23	State Tax - Room	6.65	
04-03-23	County Tax - Room	1.90	
04-03-23	City Tax	2.85	
04-04-23	*Accommodation	94.99	
04-04-23	State Tax - Room	6.65	
04-04-23	County Tax - Room	1.90	
04-04-23	City Tax	2.85	
04-05-23	*Accommodation	94.99	
04-05-23	State Tax - Room	6.65	
04-05-23	County Tax - Room	1.90	
04-05-23	City Tax	2.85	
04-06-23	*Accommodation	94.99	
04-06-23	State Tax - Room	6.65	
04-06-23	County Tax - Room	1.90	
04-06-23	City Tax	2.85	

Candlewood Suites Pearl
632 S Pearson Road
Pearl, MS 39208
Telephone: (601) 936-3442 Fax: (601) 936-3475

27

OFFICE OF THE CITY ATTORNEY
10/24/23

ORDER AUTHORIZING PAYMENT FOR ADDITIONAL LEGAL SERVICES DURING FISCAL YEAR 2023 TO SUSAN RICHARDSON, ESQ. AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP FOR REPRESENTATION OF THE CITY OF JACKSON IN UNITED STATES OF AMERICA, ET AL. vs. THE CITY OF JACKSON, MISSISSIPPI, CASE NO. 3:12-cv-790 HTW-LGI, U.S.D.C., S.D. MISS., IN UNITED STATES OF AMERICA VS. THE CITY OF JACKSON, CASE NO. 3:22-CV-00686-HTW-LGI, U.S.D.C., S.D.MISS., AND OTHER RELATED MATTERS

WHEREAS, the City continues to require additional representation in United States of America, et al. vs. The City of Jackson, Mississippi, Case No. 3:12-Cv-790 HTW-LGI, U.S.D.C., S.D. Miss. (“Clean Water Act Consent Decree Case”), specifically, assistance, and legal advice and counsel regarding the September 30, 2023 Stipulated Order entered in the City’s Clean Water Act Consent Decree Case; and

WHEREAS, the City will also continue to require additional representation in United States of America vs. The City of Jackson, Case No. 3:22-cv-00686-HTW-LGI, U.S.D.C., S.D.Miss. (“The Safe Drinking Water Act Case”), as the Interim Stipulated Order in that case needs to be amended to reflect that the Interim Third-Party Manager is in charge now of the City’s sewer system, in addition to its water system; and

WHEREAS, the City may also need additional representation in the Safe Drinking Water Act Case, if the United States of America requires the City to negotiate a separate consent decree for the drinking water system; and

WHEREAS, the estimated fees for Fiscal Year 2024, beginning October 1, 2023 and ending September 30, 2024 are \$90,000.00, which includes a 35% rate discount from Ms. Richardson’s standard rate; and

WHEREAS, the Office of the City Attorney recommends the authorization of the additional fees for Fiscal Year 2023 in the amount of \$90,000.00.

IT IS, THEREFORE, ORDERED that payments are authorized to be made to Susan Richardson, Esq. and the law firm of Kilpatrick Townsend & Stockton LLP for representation of the City in Clean Water Act Consent Decree Case and the Safe Drinking Water Act Case and for other related services shall not exceed \$90,000.00 for Fiscal Year 2023, beginning October 1, 2022 and ending September 30, 2023 without further approval by the City Council.

Agenda Item #27
October 24, 2023
C. Martin, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET October 16, 2023

DATE

POINTS		COMMENTS
1.	Brief Description	ORDER AUTHORIZING PAYMENT FOR ADDITIONAL LEGAL SERVICES DURING FISCAL YEAR 2023 TO SUSAN RICHARDSON, ESQ. AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP FOR REPRESENTATION OF THE CITY OF JACKSON IN UNITED STATES OF AMERICA, ET AL. vs. THE CITY OF JACKSON, MISSISSIPPI, CASE NO. 3:12-cv-790 HTW-LGI, U.S.D.C., S.D. MISS., IN UNITED STATES OF AMERICA VS. THE CITY OF JACKSON, CASE NO. 3:22-CV-00686-HTW-LGI, U.S.D.C., S.D.MISS., AND OTHER RELATED MATTERS
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6 Infrastructure and Transportation
3.	Who will be affected	City and its Water/Sewer customers
4.	Benefits	Provide continuing legal representation in Clean Water Act Consent Decree Case and Safe Drinking Water Act Case
5.	Schedule (beginning date)	Upon approval
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Wards 1, 2, 3, 4, 5, 6, and 7 (citywide)
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works
8.	COST	\$90,000.00 for FY2024
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	
10.	EBO participation	ABE _____% WAIVER yes <u>X</u> no _____ N/A _____ AABE _____% WAIVER yes <u>X</u> no _____ N/A _____ FBE _____% WAIVER yes <u>X</u> no _____ N/A _____ HBE _____% WAIVER yes _____ no _____ N/A _____ NABE _____% WAIVER yes _____ no _____ N/A _____



Office of the City Attorney

To: Chokwe Antar Lumumba, Mayor

From: Torri Martin, City Attorney

Council Agenda Item Briefing Memo

Agenda Item: **ORDER AUTHORIZING PAYMENT FOR ADDITIONAL LEGAL SERVICES DURING FISCAL YEAR 2023 TO SUSAN RICHARDSON, ESQ. AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP FOR REPRESENTATION OF THE CITY OF JACKSON IN UNITED STATES OF AMERICA, ET AL. vs. THE CITY OF JACKSON, MISSISSIPPI, CASE NO. 3:12-cv-790 HTW-LGI, U.S.D.C., S.D. MISS., IN UNITED STATES OF AMERICA VS. THE CITY OF JACKSON, CASE NO. 3:22-CV-00686-HTW-LGI, U.S.D.C., S.D.MISS., AND OTHER RELATED MATTERS**

Item #:
Council Meeting: Regular Council Meeting, October 24, 2023
Purpose: To authorize payment for fees for FY 2024
Cost: \$90,000.00
Funding Source: General Fund (OCA Budget)

Background:

On January 18, 2018, the City Council authorized the Mayor to retain Susan Richardson, Esq. and the law firm of Kilpatrick Townsend & Stockton LLP to provide representation to the City of Jackson in negotiating a modification to its Clean Water Act Consent Decree.

The City is in need of Ms. Richardson's continuing assistance in the Clean Water Act Consent Decree Case and the Safe Drinking Water Act Case. While the Stipulated Order has been entered in the Clean Water Act Consent Decree Case, there will still be issues that arise for which Ms. Richardson's services will be needed. The Office of the City Attorney will also need Ms. Richardson's assistance in crafting the amendments to the Interim Stipulated Order in the Safe Drinking Water Act Case made necessary by the Interim Third-Party Manager now being responsible for the City's sewer system and his receipt of all revenue directly, rather than by transfer from the City. This circumstance requires the Interim Stipulated Order to be amended consistent with the Interim Stipulated Order. The EPA and DOJ may also wish to push the City to negotiate a Consent Decree for the City water system that would replace the Interim Stipulated Order. Should that happen, the Office of the City Attorney will need to have Ms. Richardson available to assist with the negotiations.

Ms. Richardson continues to provide her assistance at a rate discounted 35% from her standard rate because she understands the City financial situation. Ms. Richardson has done an outstanding

October 16, 2023

Page 2

job for the City and the Office of the City Attorney finds her invaluable in dealing with the EPA and DOJ.

Please let me know if you need any additional information or have any questions.


Office of the City Attorney


455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1736

OFFICE OF THE CITY ATTORNEY
10/18/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT FOR ADDITIONAL LEGAL SERVICES DURING FISCAL YEAR 2023 TO SUSAN RICHARDSON, ESQ. AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP FOR REPRESENTATION OF THE CITY OF JACKSON IN UNITED STATES OF AMERICA, ET AL. vs. THE CITY OF JACKSON, MISSISSIPPI, CASE NO. 3:12-cv-790 HTW-LGI, U.S.D.C., S.D. MISS., IN UNITED STATES OF AMERICA VS. THE CITY OF JACKSON, CASE NO. 3:22-CV-00686-HTW-LGI, U.S.D.C., S.D.MISS., AND OTHER RELATED MATTERS** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, Legal Counsel 

10/18/23

DATE



KILPATRICK TOWNSEND & STOCKTON LLP
www.kilpatricktownsend.com

Suite 2800, 1100 Peachtree Street NE
Atlanta, GA 30309-4528
t 404 815 6500 f 404 815 6555

March 20, 2018

direct dial 404 815 6330
direct fax 404 541 3366
arichardson@kilpatricktownsend.com

Hon. Chokwe Antar Lumumba
Mayor
City of Jackson
219 S. President Street
Jackson, MS 39201

Re: Engagement for Legal Services – General (Non-Litigation)

Dear Mayor Lumumba:

Thank you for selecting our firm as your legal counsel. We appreciate the trust and confidence that your decision places in us and we look forward to building a close and mutually rewarding relationship.

Scope of Engagement

This letter will confirm that City of Jackson, MS (“you”) has retained Kilpatrick Townsend & Stockton LLP (“Kilpatrick Townsend” or “the Firm”) to provide legal services to it regarding assistance with Consent Decree compliance. Our proposed services include advising on the strategy for obtaining Consent Decree schedule relief. These services may include, but are not limited to, analyzing the requirements of the Consent Decree, including schedule milestones and associated stipulated penalties; assistance with review of financial resources per a Financial Capability Assessment; development of achievable schedule and spending goals; and meetings, discussions and correspondence with City of Jackson management, consultants and contractors regarding Consent Decree compliance. We anticipate that the services will include numerous meetings and negotiations with the United States Environmental Protection Agency, Region 4, and the Mississippi Department of Environmental Quality (along with potential EPA contractors that may be retained to review the financial capability assessment and cost estimates for performing the work required under the Consent Decree). If the final deadlines under the Consent Decree will be extended, the services may include the drafting and filing of a Motion to amend the Consent Decree in the Southern District of the Federal District Court.

This Engagement Letter, and accompanying Terms of Retention, incorporated herein, summarize the basis under which we undertake representation of you. If we are asked and agree to perform other legal services for you, this Engagement Letter and incorporated Terms of Retention will apply unless we make a different agreement in writing.

US2008 1372552B 3

ANCHORAGE ATLANTA AUGUSTA CHARLOTTE DALLAS DENVER HOUSTON LOS ANGELES NEW YORK RALEIGH SAN DIEGO
SAN FRANCISCO SEATTLE SHANGHAI SILICON VALLEY STOCKHOLM TOKYO WALNUT CREEK WASHINGTON WINSTON-SALEM

Hon. Chokwe Antar Lumumba
March 20, 2018
Page 2

Fees and Costs

The work we do for you will be billed at a discount from the regular hourly rates set for the particular attorneys, paralegals, or other staff that do work for you. Susan Richardson will be the primary attorney working on this matter and will be billed at a rate of \$505.00/hour, a 25% discount from her current rate of \$675.00/hour. We will perform the legal services according to the following rate schedule:

Partner/Counsel	\$505.00/hour
Associate	\$415.00/hour
Paralegal/Case Assistant	\$385.00/hour

These rates reflect blended rates for timekeepers at each classification. The ranges of rates of our other attorneys and timekeepers, as well as additional description of our approach to billing fees, are included in Section 1 of the enclosed Terms of Retention. We will notify you prior to involvement of other attorneys or timekeepers. Costs and ancillary services are charged in accordance with Section 2 of the enclosed Terms of Retention.

Fee and cost estimates are not binding due to the unpredictable nature of our work. Accordingly, we have made no commitment to you concerning the maximum fees and other charges that will be necessary to complete the work you have engaged us to do, and the payment of our invoices is not conditioned on the closing of any contemplated transaction.

General Prospective Waiver and Informed Consent

The Firm represents many other companies and individuals. It is possible that during the time that we are representing you, some of our present or future clients will have disputes or transactions with you. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter, including litigation, that is not substantially related to our work for you, even if the interests of such clients in those other matters are directly adverse to you. We agree, however, that your prospective consent to conflicting representations contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. We also agree that we will notify you when we become aware of conflicting representations to allow you to decide whether to seek independent counsel.

Encouragement to Seek Independent Counsel; Acknowledgement, Waiver and Informed Consent

We encourage you to seek independent counsel regarding the import of the potential conflicts and prospective waiver discussed and this acknowledgement, waiver and informed consent. We emphasize that you remain completely free to seek independent counsel at any

Hon. Chokwe Antar Lumumba
March 20, 2018
Page 3

time even if you decide to sign this Engagement Letter agreeing to its terms and the Terms of Retention.

By signing this Engagement Letter, you acknowledge that Kilpatrick Townsend has disclosed the potential conflicts discussed above, waive any such potential conflicts, and give your informed written consent to any such potential conflicts. You also acknowledge that you have had a reasonable opportunity to consult with independent counsel. You also agree not to seek the disqualification of Kilpatrick Townsend on the basis that Kilpatrick Townsend represents you in the matters for which the Firm is now being, or is later, engaged by you.

Client Cooperation and Communication

Our service depends upon your cooperation. This includes your remaining in communication with us, providing your current address and telephone number, and ensuring that your instructions and/or information provided to us are accurate, complete and timely. If we are unable to contact you at the provided address, without our being informed of a new address, we will consider that a termination of our representation of you and we will have no further responsibility for ongoing matters. **You recognize that failure to timely comply with our requests for instructions and/or information may jeopardize our ability to perfect your legal rights, which may then become irrevocably lost.** We rely upon you to keep us informed of developments which may impact our services to you. We also appreciate your feedback regarding our services to you.

Closing

If the foregoing and the enclosed Terms of Retention accurately describe our agreement and fee arrangement, please indicate so by signing in the space provided below, filling out the Addendum to Terms of Retention, and returning the original of this letter and the Addendum to Terms of Retention to us for our files. If you have any questions, I would be glad to discuss them with you.

Thank you for your confidence in Kilpatrick Townsend. We look forward to working with you.

Sincerely,


Susan H. Richardson

Enclosures: Terms of Retention and Addendum to Terms of Retention

Hon. Chokwe Antar Lumumba
March 20, 2018
Page 4

Agreed to this 21 day of June, 2018.

For: City of Jackson, MS

By: Chokwe Antar Lumumba ^{1/2018} *[Signature]*
Name: Chokwe Antar Lumumba
Title: Mayor

TERMS OF RETENTION

Except as modified in writing, the following provisions will apply to the relationship between Kilpatrick Townsend & Stockton LLP ("the Firm") and the client ("you"), as identified in the accompanying Engagement Letter:

1. Professional Fees. The Firm will be compensated for its services primarily on the basis of time expended by the Firm's attorneys, patent agents, patent scientists/engineers, paralegals and other staff billed at our normal hourly rates. The ranges of attorney and staff rates vary, depending on the skill and expertise of the person providing the service. The 2017 rates of our attorneys currently range from \$225 to \$975 per hour; and the rates of our paralegals, case assistants and other timekeeping staff currently range from \$135 to \$610 per hour. We will provide you the particular current billing rates of the personnel working on your matters at your request. Any deviation from this hourly billing arrangement will be agreed to between you and the Firm in writing.

While most attorney and patent agent work is billed hourly, certain services that we provide are charged at a fixed fee per event. Such services include certain routine tasks performed by staff members (e.g., paralegals, patent prosecution specialists and case assistants).

The Firm does not handle patent annuities or maintenance fees. Therefore, it will be your responsibility to ensure that such fees are timely paid so as to avoid any loss of patent rights. Various other entities do provide services to ensure that these fees are timely paid. We can, upon request, assist you in retaining such a service.

Our fees and charges are adjusted from time to time (typically annually) by our Executive Committee and may increase during the course of our representation. We bill time rounded to the nearest one-tenth of an hour increment, with minimums of one-tenth (or two-tenths or one-quarter for some tasks) for a given day on which any work is performed.

2. Costs and Ancillary Services. The Firm will charge you for the cost of certain ancillary services incurred on your behalf. Generally, no markup or profit element is included in calculating these costs. Additionally, we will not charge you for certain services, such as word processing and regular secretarial time. Whenever practicable, discounts obtained from vendors will be passed on to you. Under certain circumstances, such as when the cost is \$5,000 or more, the Firm may ask you to advance anticipated costs or to pay outside vendors directly for their services. The primary ancillary services and our specific policies regarding billing are set forth below. Other services may be rendered during the course of our engagement and will also be billed to you. Our charges for these costs and ancillary services are subject to change from time to time.

2.1. Word Processing. The Firm's offices have advanced word processing capabilities and our offices are linked by a network that facilitates efficiency and service to clients. The Firm does not charge for equipment usage or word processing time.

2.2. Secretarial Time. In some instances, the Firm may have secretaries do certain tasks that are regularly considered billable tasks which can be accomplished by secretaries, case clerks or paralegals. The Firm may invoice you for these tasks, including billing for time spent doing them by secretaries.

2.3. Duplicating/Copying/Printing. In-house copying and printing are billed to the client at a flat rate of \$0.15 per page for black and white and \$0.25 per page for color. If you instruct us to do so, we will use outside copying services to the extent possible. Outside duplicating services are charged to the client at the Firm's actual cost.

2.4. Telephone. The Firm will not charge you for local or domestic long distance telephone or mobile service for calls placed from one of the Firm's offices.

2.5. Facsimile. There is no charge for receiving documents by facsimile. Outgoing facsimile document charges are \$0.25 per page, plus any associated long distance telephone charges.

2.6. Legal Research. Computerized research (such as Lexis, Westlaw, Patent Advisor, Dialog, etc.) is available at the attorney's desk or in a central library location. Such research charges are discounted to reflect any discount negotiated by the Firm with the service provider. In some cases the Firm has an annual subscription to such services in which the fee charged to you for the services will be discounted from the market rate. Where the Firm does not receive a discount or have an annual subscription, the Firm charges for online computer research access based on the actual cost imposed by the vendor at the time the service is used.

2.7. Overnight and Local Deliveries. The Firm will charge you for overnight deliveries, including DHL, FedEx, UPS, USPS Express Mail and similar services, and local deliveries by outside messenger services at the Firm's actual cost. The Firm will pass on any negotiated discounts to you.

2.8. Postage. The Firm will not charge you for U.S. Postal Service postage, except for Certified Mail, Express Mail and large volume mailings, which are billed at the Firm's actual cost.

2.9. File Storage. The Firm will not charge you for file storage except in extraordinary circumstances and only after consultation with you and your agreement.

2.10. Office Supplies. The Firm will not charge you for routine quantities of office supplies. You may incur a charge, equal to the Firm's actual cost, for substantial and unusual orders of office supplies required for a particular matter.

2.11. Travel and Subsistence. The Firm's attorneys are instructed to incur transportation, lodging, meal and other travel costs at reasonable rates. The Firm instructs its attorneys to comply with the policies of individual clients regarding airline usage and to obtain the lowest fare available consistent with those policies. The Firm will bill you for all travel costs

at the Firm's actual cost. The Firm may bill you for actual travel costs (e.g., cab fare home late) related to attorneys, staff and/or third parties who are working overtime for your benefit.

2.12. Meetings/Meals (Other Than Travel Related). You may be billed for actual meal-related costs for meals ordered to support attorneys, staff and/or third-parties who are working overtime for your benefit. When you or a third party is present and the meeting is for your benefit, you may be billed for actual meal-related costs. Otherwise, meals ordered where you or a third party are not present will not be billed to you, even if the meeting is for your benefit.

2.13. External Invoice Processing Costs. In the event that you direct the Firm to utilize electronic billing in the processing of our invoices, we will charge you for any associated external processing costs passed on to the Firm either directly or indirectly.

2.14. Other Costs. Other costs that the Firm incurs for your benefit (such as expert witness fees, filing fees, foreign associate fees, etc.) will be billed at the Firm's actual cost.

3. Estimates Not Binding. It is often impractical to determine in advance the amount of effort that will be needed to complete all the necessary work on a matter or the total amount of fees and costs that may be incurred. Obviously, any estimates or budgets may need to be adjusted upwards or downwards as changes occur. Moreover, these estimates and budgets are not intended to be binding, are subject to unforeseen circumstances, and by their nature are inexact.

4. Billing and Payment. Fees and expenses will generally be billed monthly and are payable upon presentation, but in no event later than 45 calendar days from presentation of our invoice. The Firm expects prompt payment, and our experience indicates that prompt billing and prompt payment enhances the working relationship. If upon receipt of an invoice, you have any questions about our charges, we ask that you promptly telephone or write us so that we can discuss the matter while it is fresh in both our minds. We do not wish to have any misunderstandings between us concerning our fees and other charges and, at the same time, we want to resolve any questions you may have promptly and before our next invoice is issued.

The Firm reserves the right to postpone or defer providing additional services or to discontinue our representation, to the extent legally permissible, if billed amounts are not paid when due. The Firm will charge a late fee of 1% per month on all sums that are not paid within 45 calendar days after presentation of our invoice. The Firm may also forward to you for direct payment bills for services rendered by third parties. You also agree that you will promptly review the Firm's invoices and raise any questions regarding the amounts and items billed within 45 calendar days of presentation. If any amount payable is required to be collected by or through an attorney-at-law or external collection agency, you will also be responsible for all costs of collection, including reasonable attorneys fees.

4.1. Payment Procedures. When making payments, please ensure your assigned invoice and matter numbers are provided. This will greatly assist in proper credit allocation to your account.

4.2. Trust Payments. In the event that you provide funds to be held by the Firm on your behalf in trust, please ensure that these funds are clearly identified as such. Trust payments should never be combined with legal service bill payments, for we are precluded by several bar rules from commingling funds held in trust with our operating account.

4.3. Accounts Receivable Staff. The Firm has a professional Accounts Receivable staff focused on assisting you on any issue related to our invoices. You will receive a monthly statement of accounts reflecting any outstanding invoices. In the event that any invoice remains unpaid for more than 60 calendar days, the Accounts Receivable staff will contact you directly regarding the payment or send a written notice of the delinquency, depending on the amount in arrears.

Please identify the appropriate point of contact for our Accounts Receivable Manager to contact with any questions regarding payment status in the second section of the Addendum to Terms of Retention, attached.

5. Advance and Replenishing Deposits. The Firm may require an advance deposit or a replenishing deposit before working on a matter in whole or in part, before continuing to work on a matter, or before working on a new matter. The amount of the advance deposit or replenishing deposit will depend on the scope of the services we anticipate handling for you and is set forth in our Engagement Letter. We may require you to increase the amount of the deposit if the scope of the matter we are handling for you expands, if additional services are requested, if you are slow to replenish the deposit amount, or if otherwise agreed to between us.

Depending on the type of deposit, it may be held in our client trust account. If the deposit is to our trust account, you authorize us to apply the trust deposit funds against our invoices to you for fees and costs as of the date of our invoice to you. If the deposit is not to our trust account, you authorize us to immediately deposit the deposit funds to our operating account. You agree to promptly forward additional funds to maintain the deposited amount in the amount agreed upon each month. We may require that the deposit be replenished before work continues. At the end of our retention, the balance will be applied to any unpaid invoices with any remainder refunded to you.

Please ensure that all trust deposits are clearly marked as such and are kept separate from funds sent as deposits to our operating account and funds remitted in payment of bills.

If the Firm does not initially require an advance deposit or a replenishing deposit, then, in the event the scope of the matter we are handling for you expands, additional services are requested, you are slow to pay our invoices, payment becomes doubtful, or as otherwise agreed to between us, the Firm may ask for an advance deposit or a replenishing deposit at a later date.

6. Termination of Representation.

6.1. Termination By You. You have the right to terminate our services at any time. If you decide to terminate our services, you agree to give the Firm prompt written notice of such termination. Upon our termination, you will remain obligated to pay for all services rendered and costs or expenses paid or incurred on your behalf before the date of such termination or which are reasonably necessary thereafter. At the end of our retention, any trust or deposit balance will be applied to any unpaid invoices with any remainder refunded to you. If we are attorneys of record in any proceeding, you agree to execute and return to us a Substitution of Attorney promptly upon receipt from us.

6.2. Termination By Us. The Firm reserves the absolute right to withdraw from representing you, consistent with the requirements of the applicable ethical and court rules. Reasons the Firm may withdraw include, but are not limited to, your failure to honor the terms or requirements of our agreement and retention; your failure to cooperate fully or follow our advice on a material matter; your failure to accept a settlement we consider clearly advisable; any fact or circumstance that, in our view, renders our continuing representation unlawful or unethical; our inability to agree as to the staffing of the matter; your retention over our objection of other attorneys for the same matter on which we are representing you; the lessening or deterioration of our working relationship; or if you stop responding to our communications. If the Firm elects to withdraw, you will take all steps necessary to free us of any obligation to perform further services, including the execution of any documents necessary to complete our withdrawal. If necessary in connection with litigation, the Firm will request leave of court to withdraw. You will remain obligated to pay for all services rendered and costs or expenses paid or incurred on your behalf before the date of such withdrawal or that are reasonably necessary thereafter. At the end of our retention, any trust or deposit balance will be applied to any unpaid invoices with any remainder refunded to you.

6.3. Date of Termination. The Firm's representation of you will be considered terminated at the earlier of (a) your termination of our representation, (b) the Firm's withdrawal from its representation of you, or (c) the substantial completion of the Firm's work for you.

7. Staffing. The Firm may staff its representation with such attorneys, patent agents, patent scientists/engineers, paralegals, and/or other staff as the Firm deems appropriate, consistent with providing you with representation on a professional and economical basis.

8. Charges for Firm's Response to Third Party Requests. Whether before or after the Firm's representation of you has terminated, if the Firm is required to provide, resist providing, or defend any privilege or the confidentiality of documents, information or testimony related to our representation of you, then, to the extent permitted by Mississippi law, you agree to pay the Firm for and to indemnify and hold the Firm harmless against any resulting fees, expenses, costs and damages, including payment to the Firm of its reasonable fees for the time expended by its attorneys and staff.

9. Integration. No partner or employee of the Firm is authorized to bind the Firm to any oral change to this Terms of Retention or our Engagement Letter or to make any oral agreement inconsistent with it. Waivers by the Firm must be in writing and on one or some

occasions shall not waive or affect the Firm's right to require future performance in strict accordance with this Terms of Retention or our Engagement Letter.

10. Identity of the Client. The Firm's client for purposes of this engagement is only the person(s), entity or entities identified in the Engagement Letter. Unless expressly agreed, we are not undertaking the representation of any related or affiliated person or entity, or any family member, parent corporation or entity, subsidiary, or affiliated corporation or entity, or any of your or their officers, directors, agents, partners or employees. Those who act as guarantors for our fees or who pay our fees pursuant to agreements with our clients but who are not party to the Engagement Letter are not clients of the Firm. The Firm does not undertake to represent or assume any duties to such non-clients.

11. Conflicts of Interest. To assist in avoiding representation of parties with ethical conflicts of interest, the Firm maintains a computerized conflict of interest index. The Firm will not represent any party with an interest that may be adverse to that of a person or entity included in the index without an examination to determine whether an ethical conflict of interest would actually be created. To allow the Firm to conduct a conflicts check, you represent that you have identified for the Firm all persons and entities that are or may become involved in the initial matter the Firm is handling for you, including all persons and entities that are affiliated with you and the other involved or potentially involved parties (such as parent corporations, subsidiaries and other affiliates, officers, directors and principals). You also agree that you will promptly notify the Firm if you become aware of any other persons or entities that are or may become involved in the initial matter. In addition, you agree that you will promptly notify the Firm if you become aware of any other persons or entities that are or may become involved in any later matters the Firm might handle for you.

12. No Guarantee of Outcome. The Firm does not and cannot guarantee the outcome or success in any matter.

13. Disposition of Client Documents, Materials and Files. In the course of our representation of you, we are likely to come into possession of original documents or other materials sent to us by you or on your behalf ("client-supplied materials"). We are also likely to construct one or more hard copy or electronic files ("client matter files"). Upon conclusion of the particular matter to which those client-supplied materials and client matter files relate, we will make arrangements to do one of the following with those materials and files: (a) return them to you; or (b) destroy them. Any and all materials and files returned to you or your designated representative will be returned as maintained by the Firm (e.g., in hard copy or electronic format) and will not involve the transfer of, or modification of information into, any different electronic media or format. If you elect to have client-supplied materials and client matter files returned, you agree to pay for the return of any and all client-supplied materials and client matter files to you. You also agree that the Firm may destroy any client-supplied materials and client matter files remaining unclaimed by you if we do not receive a response from you within 90 calendar days after we request your instructions as to where to send any such materials or files, after our attorney-client relationship is terminated, or if we are unable to locate you after a reasonable search. The timing of any destruction after 90 calendar days will be determined by the Firm in its discretion.

Please identify your preferences related to the return or destruction of client-supplied materials and client matter files in the first section of the Addendum to Terms of Retention, attached.

14. Application to Subsequent Matters. The agreement reflected in these Terms of Retention, and in the Engagement Letter, applies to the Firm's present representation of you and to any subsequent matters that the Firm agrees to undertake on your behalf, unless the Firm agrees in writing to some different arrangement for a subsequent matter.

15. Marketing Referral. Without revealing non-public information regarding the Firm's representation of you, you agree that the Firm has the right, at its own expense, to use your corporate name and logo in printed, online and electronic promotional materials and/or to place advertisements in legal, financial and other newspapers, journals and similar publications describing its services to you hereunder.

16. Entire Agreement. These Terms of Retention and the accompanying Engagement Letter, along with any contemporaneous or later-dated waiver letter(s), supersede all other prior and contemporaneous written and oral agreements and understandings between us and contain the entire agreement between the parties. This agreement may be modified only by subsequent written agreement of the parties. You acknowledge that no representations have been made to you other than those stated in this agreement.

17. Partial Invalidity. If any provision or portion of these Terms of Retention, the Engagement Letter, or any waiver letter is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Terms of Retention, Engagement Letter and any waiver letter will be severable and remain in effect.

18. Dispute Resolution. If you become dissatisfied with any aspect of our relationship, including the quality or adequacy of our representation, you agree to bring that to our attention, and we each agree to negotiate in good faith to resolve the matter.

19. Applicable Law. This agreement shall be governed by the internal law, and not the law pertaining to choice or conflict of laws, of the State of Mississippi.

Addendum to Terms of Retention

Please complete and return this form with the executed Engagement Letter.

I. Document Retention and Destruction:

The Firm will retain, after the conclusion of the engagement, only such items as we in our sole judgment desire to retain for our reference only and will return or destroy the remaining materials.

In the course of representing you, we are likely to come into possession of **client-supplied materials** (as defined in Section 13). Please indicate your instructions below for returning or destroying these materials upon conclusion of the matter or the termination of our relationship:

- Returned to you at address below
- Destroyed by the Firm

Please also provide instructions regarding returning or destroying **client matter files** (as defined in Section 13) upon conclusion of the matter or the termination of our relationship:

- Returned to you at the address below (some copies of materials may be retained by partner in charge if deemed necessary)
- Destroyed by the Firm upon conclusion (some copies of materials may be retained by partner in charge if deemed necessary)

If you indicated you would like the materials returned to you, please identify the address to which you would like us to return the materials:

Name: Director, Dept. of Public Works
Address: 200 S. President St.
Jackson, MS 39201
Work Phone Number: 601-960-2091

II. Available Point of Contact:

Please provide the appropriate point of contact for our Accounts Receivable Manager regarding payment status:

Name: Erica Thomas, Fiscal Officer
Work Phone Number: 601-960-2204
Facsimile Number:
E-mail Address: ethomas@jacksonms.gov

28

ORDER RESCINDING THE 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, on September 26, 2023, the City Council of the City of Jackson, Mississippi adopted an Order authorizing the hiring of Dennis Sweet and Nathaniel Armistad; and

WHEREAS, the Office of the City Attorney was not afforded the opportunity to review and research the Order prior to its adoption; and

WHEREAS, upon review and research the Office of the City Attorney determined the City of Jackson on October 15, 2019 authorized a contingency contract with Davis & Williams, PLLC and Rawlings & MacInnis, P.A. to represent the City of Jackson in possible PFAS litigation claims; and

WHEREAS, the Office of the City Attorney believes it is in the best interest of the City of Jackson to rescind the September 26, 2023 Order.

IT IS THEREFORE ORDERED that the City Council rescinds its September 26, 2023 Order authorizing the hiring of Dennis Sweet and Nathaniel Armistad.

Agenda Item #28
October 24, 2023
Banks, C.Martin

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 RESCINDING THE 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 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

10/19/23

Date

OFFICE OF THE CITY ATTORNEY

IT IS, THEREFORE, ORDERED that the bid of Utility Constructors, Inc., in the amount of \$1,755,256.00, is accepted in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

Council Member Priester moved adoption; **Council Member Tillman** seconded.

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent- Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTINGENCY CONTRACT WITH DAVIS & WILLIAMS, PLLC, AND RAWLINGS & MACINNIS, P.A. TO REPRESENT THE CITY OF JACKSON, MISSISSIPPI, IN POSSIBLE PER- AND POLYFLUOROALKYL SUBSTANCES AND AQUEOUS FILM FORMING FOAM LITIGATION CLAIMS.

WHEREAS, the City of Jackson, Mississippi has identified law firms to investigate and pursue claims regarding potential chemicals in the environment; and

WHEREAS, the Administration recommends retaining the law firms of Davis & Williams, PLLC and Rawlings & MacInnis, P.A., as being in the best interest of the City of Jackson to represent the City in the investigation and potential litigation; and

WHEREAS, the City of Jackson seeks a solution to address the issue and believes litigation may be one tool in addressing the presence of PFAS, PFOS, C-8 chemicals, 1,4-Dioxane, Aqueous Film Forming Foam, and other identifiable related contaminants (collectively, "Chemicals") in the environment; and

WHEREAS, the Firms have proposed that fees paid for services be contingent upon recovery whether by judgment, settlement, or otherwise; and

WHEREAS, the Parties agree that the combined Firms herein shall provide said representation and services for a certain percentage fee of the gross recovery plus reimbursement for reasonable expenses associated with the prosecution of the case; and

WHEREAS, the City believes it is in the City's best interest to execute the Agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute any and all necessary documents to enter into a Retainer Agreement with Davis & Williams, PLLC and Rawlings & MacInnis, P.A., to represent the City in litigation involving the chemicals for a certain percentage fee from any gross recovery, plus reimbursement for reasonable expenses associated with the prosecution of the case.

Council Member Tillman moved adoption; **Council Member Priester** seconded.

President Lindsay recognized **Gregory Davis** of Davis & Williams, PLLC, who provided information regarding the fee schedule of said order at the request of **Council Member Priester**.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTINGENCY CONTRACT WITH DAVIS & WILLIAMS, PLLC, AND RAWLINGS & MACINNIS, P.A. TO REPRESENT THE CITY OF JACKSON, MISSISSIPPI, IN POSSIBLE PER- AND POLYFLUOROALKYL SUBSTANCES AND AQUEOUS FILM FORMING FOAM LITIGATION CLAIMS.

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WHEREAS, the City of Jackson seeks a solution to address the issue and believes litigation may be one tool in addressing the presence of PFAS, PFOS, C-8 chemicals, 1,4-Dioxane, Aqueous Film Forming Foam, and other identifiable related contaminants (collectively, "Chemicals") in the environment; and

WHEREAS, the Firms have proposed that fees paid for services be contingent upon recovery whether by judgment, settlement, or otherwise; and

WHEREAS, the Parties agree that the combined Firms herein shall provide said representation and services for a certain percentage fee of the gross recovery plus reimbursement for reasonable expenses associated with the prosecution of the case; and

WHEREAS, the City believes it is in the City's best interest to execute the Agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute any and all necessary documents to enter into a Retainer Agreement with Davis & Williams, PLLC and Rawlings & MacInnis, P.A., to represent the City in litigation involving the chemicals for a 33 1/3% fee from any gross recovery, plus reimbursement for reasonable expenses associated with the prosecution of the case.

Yeas- Banks, Foote, Lindsay, Priestler, Stamps and Tillman.

Nays- None.

Absent- Stokes.

Council Member Stamps left the meeting.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI DIRECTING THE ISSUANCE OF A TAXABLE GENERAL OBLIGATION NOTE OF THE CITY IN A PRINCIPAL AMOUNT OF NOT TO EXCEED SEVEN MILLION DOLLARS (\$7,000,000) PURSUANT TO SECTION 21-35-19, MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, IN ORDER TO PRESERVE THE ORDER AND PUBLIC HEALTH OF THE CITY BY PROVIDING THE FINANCING FOR THE COSTS REQUIRED FOR IMPROVEMENTS TO THE

RETAINER AGREEMENT

The law firms of Davis & Williams, PLLC and Rawlings & MacInnis, P.A. (collectively the "Firms"), are herein retained to represent the City of Jackson, Mississippi (the "Client" or "You") in connection with potential litigation regarding the presence of PFAS, PFOS, C-8 chemicals, 1,4-Dioxane, Aqueous Film Forming Foam, and/or other identifiable contaminants (collectively, "Chemicals") in Client's drinking water wells and/or treatment facilities, as follows:

1. The Firms are engaged to represent the Client in potential civil litigation in connection with legally tenable claims to be brought against manufacturers and others regarding the presence at unacceptable detection limits of the Chemicals (the "case" or "matter"). Subject to favorable results of our investigation into your potential claims, we will file and prosecute a lawsuit on your behalf against responsible parties that we deem necessary to a successful outcome of the litigation. If nothing is recovered, you will not be indebted to the Firms for any attorney's fees. If the Firms' investigation results in a finding that, in our opinion, does not warrant the filing of a lawsuit, then you be notified that said investigation has concluded and no claims will be pursued. All of the Firms' lawyers and employees are representing you only in the capacity as lawyers and employees of the Firms.
2. The Firms shall represent the Client on a contingency fee basis, such that our attorney's fees and expenses shall be paid only if we obtain a favorable result in this case. We will advance the costs of this litigation including filing fees, transcript costs, notices, e-discovery, data hosting and collection, travel expenses, expert fees, and copy and delivery charges. Clients agree to pay the Firms a total contingency fee of one-third (or 33.333%) of the total amount of money or other items of value obtained in connection with the settlement, trial, or appeal of the claim. In the event of a settlement, the attorney's fees shall be computed on the basis of the present value of the settlement, with the contingency fee calculated on the gross amount of the settlement amount, if any. Litigation and other expenses will be deducted from any recovery with such expenses deducted out of the Client's share of any recovery. Furthermore, any expenses that benefitted multiple clients will be spread evenly, pro rata, among them. Client shall remain responsible for the payment of any statutory or contractual liens, such as subrogation claims, and said liens shall be paid out of the Client's share of any recovery. To the extent that a separate or additional attorneys' fee is awarded by a court, the Client agrees that such fee shall be in addition to the foregoing contingency fee. Under no circumstances shall Client share in any attorney's fees. Client acknowledges that the Firms have made no promises and will make no promises or guarantees as to the probabilities of outcome(s) or the amounts recoverable in connection with Clients' claim(s):
3. The Firms are splitting responsibilities and any contingency fees in a manner and amount that we deem appropriate. You agree to this division of responsibilities and fees, and further approve the association of other firms or attorneys which the Firms reasonably believe will assist in the prosecution of this litigation. The attorneys' fees set forth in this Agreement will include fees due other associated counsel, if any. As to any other proposed associated counsel, you will be provided their names in advance of our association, with the right to approve said associated attorneys and/or withhold approval.


4. The Firms will take reasonable measures to keep confidential all confidential information, unless disclosure is authorized by you or required by applicable codes of professional responsibility. The Firms may include Client's name in a published list of our clients, unless you advise us to the contrary.
5. You will have the right at any time to terminate our representation, with or without cause, upon written notice to us. In the event that Client and the Firms should disagree with respect to litigation tactics or should disagree over advice given to Client with respect to settlement of the Client's claims, the Firms shall have the right to withdraw as counsel with respect to Client. Client has the right to substitute attorneys at any time and the Firms reserve the right to withdraw or apply to the Court for permission to withdraw at any time after giving reasonable notice, in which case the Firms shall be entitled to, and Client agrees to pay, reasonable attorney's fees for legal services rendered upon settlement of the case and/or issuance of a judgment. In any event of termination of representation, we shall be entitled to no less than 25% of any and all funds recovered.
6. Client agrees to fully cooperate with the Firms and their representatives at all times and to speedily comply with all reasonable requests of the Firms in the prosecution of this matter. Client agrees to be truthful at all times with the Firms, to make available whatever information is necessary (in the Firms' estimation) in a timely and competent manner; to quickly provide the Firms with any change of address, email address, phone number or business affiliation; to provide immediate information as to any change in Client's status which may have any impact on the prosecution of this claim.
7. The use of email is an expedient and effective method of communicating and in transmitting documents. While it is possible for such communications to be intercepted and read, there is a sufficient likelihood of confidentiality in this means of transmission to justify its use with Client on a regular basis. Accordingly, email may be used to communicate and to transmit documents from time to time.
8. This Agreement does not include any contract or agreement for any other legal representation not herein expressly referenced. Client understands that the Firms will not provide any tax, accounting, or financial advice or services regarding this matter. If additional legal services are necessary in connection with or beyond the scope of the engagement reflected herein and you request attorney to perform such services, separate and additional fee arrangements must be made between you and the Firms. Any request by Client for legal services unrelated to this engagement must be set forth in a separate written agreement signed by Client and one or more of the Firms.
9. Client understands that the Firms will determine all litigation and settlement strategies on behalf of Client. Client acknowledges that its claims for damages will be focused on the cost of remedial measures, if reasonably available, to reduce the presence of the Chemicals in the Client's drinking water.
10. In the event that we recover any compensation for you, all payments first will be deposited and/or paid into our trust account first, or trust account designated by us, from where they will be distributed, pursuant to an itemized accounting, to you consistent with the terms of the settlement minus the agreed-upon attorney's fees and costs as set forth in this agreement. Funds may be held in our IOLTA trust account and the interest, if any, will be sent to the appropriate bar foundation(s).

11. This Agreement only can be amended by a subsequent agreement signed by all parties hereto. This Agreement may be signed in counterparts and an emailed signature constitutes an original. Upon execution of this Agreement, it is a binding contract. By signing, you are stating that you are the authorized representative to make agreements, contracts, and claims for the Client.

12. Client represents that all necessary approvals have been obtained to enter into this Agreement and such approval has been noted in the minutes of Client.

ACCEPTED BY CLIENT:

CITY OF JACKSON, MISSISSIPPI

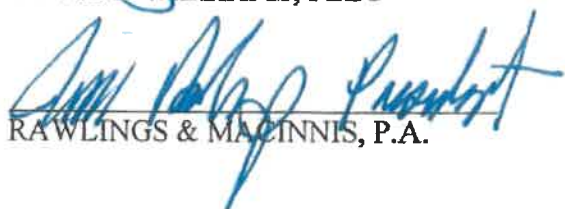

Signature _____ TCA

By Its: Mayor, Chokwe A. Lumumba

Date: 11/8/2019

THE FIRMS:

By: 
DAVIS & WILLIAMS, PLLC

By: 
RAWLINGS & MACINNIS, P.A.

29

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 #29
October 24, 2023
C. Martin, Lumumba

30

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

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

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

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

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

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

31

32

RESOLUTION OF THE CITY COUNCIL OF JACKSON MISSISSIPPI REQUESTING THE OFFICE OF THE ATTORNEY GENERAL AND THE OFFICE OF THE STATE AUDITOR TO PROVIDE A STATEMENT OF CLARITY AND UNDERSTANDING OF STATE PROCUREMENT LAW WHEN IT COMES TO SOLID WASTE CONTRACTS PROPOSAL AND PROCEDURE.

WHEREAS, the City Council of Jackson, Mississippi, desires to be within full compliance with Mississippi State Law and desires to ensure that no law set forth will be circumvented by the governing authorities; and

WHEREAS, the City Council of Jackson, Mississippi, desires to act in the best interest of the health and well-being of its citizens, to provide a solid waste and sanitation service without interruption and within compliance of laws enforced by MDEQ; and

WHEREAS, the City Council of Jackson, Mississippi recognizes the Solid Waste Contracts Proposal Procedure as set forth in the Purchase Law Summary provided by the Office of the State Auditor of Mississippi in July of 2023, as stated below:

SOLID WASTE CONTRACTS PROPOSAL PROCEDURE. Purpose- To Require For This Service Note - See Sec. 31-7-13 (m) (xxii) For Routine Bid Requirement Deletion Before entering into any contract for garbage collection or disposal, contract for solid waste collection or disposal or contract for sewage collection or disposal, which involves an expenditure of more than Seventy-five Thousand Dollars (\$75,000.00), a governing authority or agency shall issue publicly a request for proposals concerning the specifications for such services which shall be advertised for in the same manner as provided in this section for seeking bids for purchases which involve an expenditure of more than the amount provided in paragraph (c) of this section. Any request for proposals when issued shall contain terms and conditions relating to price, financial responsibility, technology, legal responsibilities and other relevant factors as are determined by the governing authority or agency to be appropriate for inclusion; all factors determined relevant by the governing authority or agency or required by this paragraph (r) shall be duly included in the advertisement to elicit proposals. After responses to the request for proposals have been duly received, the governing authority or agency shall select the most qualified proposal or proposals on the basis of price, technology and other relevant factors and from such proposals, but not limited to the terms thereof, negotiate and enter contracts with one or more of the persons or firms submitting proposals. If the governing authority or agency deems none of the proposals to be qualified or otherwise acceptable, the request for proposals process may be reinitiated. Notwithstanding any other provisions of this paragraph, where a county with at least thirty-five thousand (35,000) nor more than forty thousand (40,000) population, according to the 1990 federal decennial census, owns or operates a solid waste landfill, the governing authorities of any other county or municipality may contract with the governing authorities of the county owning or operating the landfill, pursuant to a resolution duly adopted and spread upon the minutes of each governing authority involved, for garbage or solid waste collection or disposal services through contract negotiations.

WHEREAS, the City Council of Jackson, Mississippi does hereby recognize that a majority vote of 7 members which is 4 must be performed and affirmed, before such any contract is legal and binding.

THEREFORE BE IT RESOLVED, that the City Council of Jackson, Mississippi request a statement of clarity and understanding on the following questions as it relates to Solid Waste Contracts Proposal Procedure:

Question 1

Is it legal for the City Council of a Mayor Council form of Government to approve a new contract for solid waste based on a RFP issued in October of 2021?

Question 2

After the execution of an emergency contract that will expire, is it legal upon Expiration of such emergency to execute a new contract for terms; such as length of service, price and any other such services without re-issuing an RFP?

Question 3

If the City Council of a Mayor Council form of Government has not approved a contract with a majority vote for a presented proposal of respondent, and two of the Respondents to the RFP have not been presented to the council for approval, and have stated via letter to the mayor that they could not respond to an older RFP due to increase of pricing. According to the Purchase law summary of July of 2023 should a new RFP process be initiated.

THEREFORE BE IT FINALLY RESOLVED, that the City Council of Jackson, Mississippi request clarity, understanding and or guidance as to how the municipality should best abide within the requirements of proper procedure as set forth by any State Law and procedure governing municipalities, within the State of Mississippi.

33

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IMMEDIATELY REQUESTING THE RETRIEVAL OF ALL PAST DUE INVOICES WITHIN THE CITY OF JACKSON IN ADDITION, IMMEDIATELY REQUESTING THE ITEMS LISTED WITHIN THIS ORDER AS REQUESTED BY THE HIRED AUDITOR OF THE JACKSON CITY COUNCIL WITHIN 24 HOURS OF PASSAGE OF THIS ORDER.

WHEREAS, the City Council of Jackson, Mississippi takes serious its authority according to Section 21-8-27, which states;

Section **21-8-27** that the city council has the independent power to investigate parts of its municipal government, which include retrieval of any financial documents that concern the financial stability and financial status of the municipality. Naturally, the city council is authorized to require the production of and to receive the municipal tax records it has requested in order to fulfill its legislative budgetary responsibilities. The city council's independent authority to require production of municipal records is statutory and is not subject to mayoral veto. Op.Atty.Gen. No. 2009-00020, McLemore, January 30, 2009, 2009 WL 367682, clarified by Op.Atty.Gen. No. 2009-00062, McLemore, February 5, 2009, 2009 WL 572435.

WHEREAS, the City Council recognizes that according to Section 21-8-27 that Council members may contact municipal employees directly to request information related to their job duties without having to consult with the mayor; and

WHEREAS, the President of the City Council and other members of the City Council has requested several in an open meeting, starting and before the adoption of the budget; and

WHEREAS, the Auditor hired by the City Council of Jackson, Mississippi Tann Brown & Russ has requested several outstanding items since June of 2023.

BE IT RESOLVED, that the city council of Jackson, Mississippi request the following within 24 hours of the passage of this ordinance: (except those that are labeled with the exempt until December)

- 1) All Past due invoices and contracts pertaining to them in the City of Jackson.
- 2) All listed Items below as requested by Auditor:

JUNE 1, 2023

- Component unit audit report for 9/30/2022 Capital City Convention Center (*exempt till December*)

JULY 7, 2023

- Auditor contact information (CPA firm name and contact person at the firm) for the FY22 audit reports pending for the component unit CCCC (*In possession of Council*)
- Reinsurance Paid Claims Report from 10/1/2021 to 9/30/2022
- 9/30/2022 Bond Catalog electronic copy
- Vouchers Payable detail for General Fund 001 as of 9/30/2022
- Receivables Schedule as of 9/30/2022 – taxes, fees, etc.
- Capital Asset Schedules for Enterprise Funds

JULY 14, 2023

- Water active residential and commercial accounts as of 9/30/2022

#33
Banks

