

**BE IT REMEMBERED** that a Special Meeting of the City Council of Jackson, Mississippi, was convened at New Hope Baptist Church at 6:00 p.m. on June 4, 2024, being the first Tuesday of said month, when and where the following things were had and done to wit:

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

**Absent:** None. \* \* \* \* \*

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

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The invocation was offered by **Deacon Robert Patterson of New Hope Baptist Church**.

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**President Banks** recognized **Dr. Jerry Young** who offered a greeting.

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The following announcements were provided to open the meeting:

- **Vice President Lee** announced the following:
  - Opened the meeting in memory of Crystal Welch.
  - Special recognition to Dr. Jerry Young for allowing all the City Council to use the church for the meeting.
  - Offered a welcome to Ward 2.

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The following individuals provided public comments during the meeting:

- **Thea Faulkner** expressed concerns regarding the amount of the water availability charge for water bills.
- **Lloyd Goodloe** expressed concerns regarding a sewer cave-in located on Hallmark Drive.
- **Dr. Louis Liddell** expressed concerns regarding the conditions of City-owned cemeteries.

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**President Banks** requested that Discussion Item No. 46 be moved forward on the Agenda. Hearing no objections, the following was discussed:

There came on for Discussion Item No. 46:

**DISCUSSION: CEMETERIES:** **President Banks** recognized **Council Member Stokes** who expressed concerns regarding the conditions of City owned cemeteries and the need for regular steady maintenance crews to address those needs. **President Banks** recognized **Gladys Stewart** and **James Hopkins** who provided more details on the condition of City owned cemeteries. **President Banks** recognized **Lakesha Weathers, Solid Waste Manager**, who stated the City was experiencing a manpower problem but was looking to hire a contractor to help address the problem and provided contact numbers.

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**APPROVAL OF THE MAY 7, 2024 REGULAR CITY COUNCIL MEETING MINUTES.**

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

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

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**APPROVAL OF THE MAY 20, 2024 REGULAR ZONING COUNCIL MEETING MINUTES.**

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

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

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**President Banks** requested that Discussion Item No. 47 be moved forward on the Agenda. Hearing no objections, the following was discussed:

**DISCUSSION: MAYOR/COUNCIL TRAVEL:** **President Banks** recognized **Council Member Stokes**, who requested information on the Mayor’s and City Council Member’s travel. **President Banks** recognized **Chokwe Antar Lumumba, Mayor** who stated a memo would be provided.

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**ORDER APPROVING CLAIMS NUMBER 30324 to 30376 APPEARING AT PAGES 79 TO 102 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$2,516,674.90 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that claims numbered 30324 to 30376 appearing at pages 79 to 102, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$2,516,674.90 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

<b>FROM:</b>	<b>TO ACCOUNTS PAYABLE FUND</b>
GENERAL FUND	912,685.71
SEIZURE & FORF PROP-STATE	4,995.80
TECHNOLOGY FUND	20,729.00
PARKS & RECR. FUND	70,546.27
BUSINESS IMPROV FUND (LANDSCP)	11,364.06
LANDFILL/SANITATION FUND	77,572.07
STATE TORT CLAIMS FUND	21,620.09
WATER/SEWER REVENUE FUND	63.00
WATER/SEWER OP & MAINT FUND	103.85
DISABILITY RELIEF FUND	102,681.72
HOUSING COMM DEV ACT (CDBG) FD	14,837.50
HOME PROGRAM FUND	379,293.03
H O P W A GRANT – DEPT. OF HUD	81,827.12
1% INFRASTRUCTURE TAX	12,519.74

**SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY, JUNE 4, 2024 6:00 P.M.**

336

TRANSPORTATION FUND	11,292.50
FONDREN BUSINESS IMPROV FUND	2,408.34
RESURFACING – REPAIRS & REPL.FD	4,376.76
HAIL DAMAGE MARCH 2013	303,841.35
PEG ACCESS – PROGRAMMING FUND	136.31
CAPITAL CITY REVENUE FUND	25,000.00
COVID – 19 RESPONSE FUND	85,196.96
MODERNIZATION TAX	156,328.28
ZOOLOGICAL PARK	6,833.47
LIBRARY FUND	162,250.66
DFA-SB2971-PETE BROWN GOLF	42,100.00
NLC-MUNICIPAL REIMAGINING COMM	732.20
MDOT-CMPDD PROJECTS	5,339.11
<b>TOTAL</b>	<b><u>\$2,516,674.90</u></b>

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

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**President Banks** recognized **Sharon Thames, Deputy Director of Administration**, who recommended an amendment adding a payment to Fordice Construction in the amount of \$27,828.74.

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**Vice President Lee** moved; seconded by **Council Member Foote** to amend said order to reflect the changes as stated by **Sharon Thames, Deputy Director of Administration**. The motion prevailed by the following vote:

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

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**President Banks** recognized **Terry Williamson, Terry Williamson, Legal Counsel and Sondra Moncure, Special Assistant to the City Attorney** who provided an overview of said item.

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**President Banks** recognized **Sharon Thames, Deputy Director of Administration**, who provided a brief overview of larger claims at the request of **President Banks**.

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

**ORDER APPROVING CLAIMS NUMBER 30324 to 30376 APPEARING AT PAGES 79 TO 102 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$2,544,503.64 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that claims numbered 30324 to 30376 appearing at pages 79 to 102, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$2,544,503.64 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

	<b>TO</b>
	<b>ACCOUNTS PAYABLE</b>
<b>FROM:</b>	<b>FUND</b>
GENERAL FUND	912,685.71
SEIZURE & FORF PROP-STATE	4,995.80

**SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY, JUNE 4, 2024 6:00 P.M.**

337

TECHNOLOGY FUND	20,729.00
PARKS & RECR. FUND	70,546.27
BUSINESS IMPROV FUND (LANDSCP)	11,364.06
LANDFILL/SANITATION FUND	77,572.07
STATE TORT CLAIMS FUND	21,620.09
WATER/SEWER REVENUE FUND	63.00
WATER/SEWER OP & MAINT FUND	103.85
DISABILITY RELIEF FUND	102,681.72
HOUSING COMM DEV ACT (CDBG) FD	14,837.50
HOME PROGRAM FUND	379,293.03
H O P W A GRANT – DEPT. OF HUD	81,827.12
1% INFRASTRUCTURE TAX	12,519.74
TRANSPORTATION FUND	11,292.50
FONDREN BUSINESS IMPROV FUND	2,408.34
RESURFACING – REPAIRS & REPL.FD	4,376.76
HAIL DAMAGE MARCH 2013	303,841.35
PEG ACCESS – PROGRAMMING FUND	136.31
CAPITAL CITY REVENUE FUND	25,000.00
COVID – 19 RESPONSE FUND	85,196.96
MODERNIZATION TAX	156,328.28
ZOOLOGICAL PARK	6,833.47
LIBRARY FUND	162,250.66
DFA-SB2971-PETE BROWN GOLF	42,100.00
NLC-MUNICIPAL REIMAGINING COMM	732.20
MDOT-CMPDD PROJECTS	5,339.11
<b>TOTAL</b>	<b>\$2,544,503.64</b>

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

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**ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 30324 TO 30376 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that payroll deduction claims numbered 30324 to 30376 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$93,720.36 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

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

<b>FROM:</b>	<b>TO ACCOUNTS PAYABLE FUND</b>	<b>TO PAYROLL FUND</b>
GENERAL FUND		2,615,594.57
PARKS & RECR FUND		87,705.78
LANDFILL FUND		22,392.13
SENIOR AIDES		3,440.22
WATER/SEWER OPER & MAINT		64,156.56
PAYROLL	\$93,720.36	
HOUSING COMM DEV		5,125.23
TITLE III AGING PROGRAMS		5,972.38
TRANSPORTATION FUND		14,161.26
PEG ACCESS-PROGRAMMING FUND		5,499.62
2020 SAKI GRAND DOJ		7,405.71



**SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY, JUNE 4, 2024 6:00 P.M.**

338

ZOOLOGICAL PARK		25,414.92
NLC-MUNICIPAL REIMAGINING COMM		7,745.57
<b>TOTAL</b>		<b>\$2,864,613.75</b>

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

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

Nays – None.

Absent – None.

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**ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE A MASTER SERVICES AGREEMENT WITH MGT OF AMERICA CONSULTING, LLC TO PREPARE A COST ALLOCATION PLAN TO DETERMINE AN INDIRECT COST RATE FOR FISCAL YEAR 2023, FISCAL YEAR 2024, AND FISCAL YEAR 2025.**

**WHEREAS**, the Department of Administration, through the Finance Division, seeks professional services to prepare a cost allocation plan; and

**WHEREAS**, the City of Jackson receives and administers various grant funds that allow the City to charge indirect costs provided that the City has an indirect cost allocation plan; and

**WHEREAS**, the Department of Administration received a proposal from MGT of America Consulting, LLC, (“MGT”) with offices located at 4320 West Kennedy Boulevard, Tampa, FL 33609, to perform an indirect cost rate proposal based on the City’s audited financial records for the fiscal year ended September 30, 2021, to arrive at an indirect cost rate for the fiscal year ending September 30, 2023; to perform an indirect cost rate proposal based on the City’s audited financial records for the fiscal year ended September 30, 2022, to arrive at an indirect cost rate for the fiscal year ending September 30, 2024; to perform an indirect cost rate proposal based on the City’s audited financial records for the fiscal year ended September 30, 2023, to arrive at an indirect cost rate for the fiscal year ending September 30, 2025; and

**WHEREAS**, each indirect cost rate proposal will identify all expenditures that are appropriately allocated to or among City of Jackson departments, funds, programs, activities, and/or fees charged by City of Jackson services; and

**WHEREAS**, the term of the agreement begins on May 1, 2024 and terminates upon project completion, which is expected to be December 31, 2025; and

**WHEREAS**, MGT proposes a price of eighteen thousand US dollars (\$18,000.00) for the services listed above. This is an all-inclusive fee for professional services, and six thousand US dollar (\$6,000.00) will be billed after completion and acceptance by the City of each of the three years of indirect cost rate proposal calculations; and

**WHEREAS**, all correct invoices submitted by MGT to the City shall be due and payable upon receipt and inspection of the services within thirty (30) days but no later than forty-five (45) days. If the City disputes an invoice or portion thereof in good faith, then City shall pay any undisputed portion and provide MGT with written notice of the dispute, in reasonable detail, and the Parties shall promptly meet to resolve such dispute. MGT reserves the right to impose an interest charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum allowable by law for any invoice outstanding for more than forty-five (45) days. MGT may stop work after sixty (60) days of the City’s non-payment of undisputed invoiced amounts; and

**WHEREAS**, each party shall have the right to terminate the agreement by giving thirty (30) days prior written notice to the other party; and

**WHEREAS**, a contract for professional services is not applicable to the public purchasing statutes and is exempted from the competitive bidding process; and

WHEREAS, a copy of the proposed agreement is attached and made part of the minutes.

IT IS, THEREFORE, ORDERED, the Mayor is authorized to execute a consulting agreement with MGT of America Consulting, LLC to perform a cost allocation plan to determine an indirect cost rate for the fiscal year 2023, the fiscal year 2024, fiscal year 2025 in an amount not to exceed eighteen thousand dollars (\$18,000.00) beginning May 1, 2024 and terminates upon project completion, which is expected to be December 31, 2025.

**MASTER SERVICES AGREEMENT**

THIS MASTER SERVICES AGREEMENT ("Agreement") is entered into as of \_\_\_\_\_, 2024 ("Effective Date") between MGT of America Consulting, LLC ("MGT"), with offices located at 4320 West Kennedy Boulevard, Tampa, FL 33609, and Jackson City, MS ("Client"), collectively referred to herein as the "Parties."

WHEREAS, MGT offers global technological, educational, organizational and staffing consulting solutions services to the public and private sectors;

WHEREAS, Client anticipates a need within its organization for MGT's services; and

WHEREAS, the Parties intend for this Agreement to serve as the governing, contractual basis of MGT's provision of future project-level services to Client.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **THIS AGREEMENT AND STATEMENTS OF WORK.** The Parties enter into this Agreement to set forth the general terms and conditions that will govern MGT's provision of services to Client. Such services will be subsequently agreed upon by the Parties in individual Statements of Work ("SOW").

Each SOW will state all details required for the proper provision of project-level services, including scope, pricing, period of performance, and other required information ("Services") each an Exhibit A, Statement of Work, attached hereto and incorporated into the Agreement. Unless otherwise stated in an SOW, all Services shall be performed remotely. Each SOW will require signature by both parties to be effective.

2. **CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE.** The contract documents consist of this Agreement and all exhibits, attachments, amendments, and SOWs subsequently executed by the Parties and all exhibits, attachments, amendments, and other documents made a part of the SOW ("Contract Documents"). Upon signature by the Parties, all SOWs executed during the Term shall be considered incorporated into and made a part of this Agreement.

In the event of a conflict among the terms and conditions in this Agreement and any SOW, unless that SOW expressly states the intention for the SOW in control with regard to the conflicting term or condition, then this Agreement shall control. Any terms or conditions contained in documents issued by Client other than the Contract Documents, including purchase orders, shall be voidable at MGT's discretion.

3. **TERM.** The term of this Agreement shall commence on the Effective Date and will continue for a period of one and a half (1.5) years or until terminated in accordance with this Agreement.

4. **TERMINATION.** This Agreement or any Individual SOW may be terminated with cause by either party: (a) if the other party materially breaches the terms of this Agreement and fails to cure the breach within thirty (30) calendar days following written notice specifying the breach, or (b) immediately upon written notice if the other party fails to comply with applicable law or regulation.

The City may terminate this Agreement at any time by giving written notice to the MGT of such termination and specifying the effective date thereof, at least thirty days before the effective date of such termination. In that event, all finished or unfinished documents and other materials, at the option of the Client become its property. If the Agreement is terminated by the Client as provided herein, MGT will be paid an amount

1

which bears the same ratio to the total services of MGT covered by the Agreement, less payments of compensation previously made.

5. **INSURANCE.** During the Term of this Agreement and any SOW, MGT will maintain the minimum insurance coverages below. MGT shall provide Certificates of Insurance to Client upon request and as required under SOWs.

a.	Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 annual aggregate
c.	Business Automobile Liability	\$1,000,000 combined single-limit, non-owned and hired. (MGT does not own autos)
d.	Umbrella/Excess Liability	\$10,000,000 per occurrence & aggregate, follows form
e.	Worker's Compensation	Per Statute
f.	Employer's Liability	\$1,000,000 each accident
f.	Professional Liability	\$6,000,000 aggregate

6. **INDEMNIFICATION.** MGT shall not be held liable for factors outside of its reasonable control, including losses or damages as a result of Client's provision of inaccurate data, or changing laws, regulations, political conditions.

TO THE EXTENT PERMITTED BY MISSISSIPPI LAW AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR DATA USE, OR LOSS OR INTERRUPTION OF BUSINESS, ARISING OUT OF ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT OR WITH RESPECT TO ITS PERFORMANCE HEREUNDER, WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR ANY OTHER THEORY. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES APPLIES EVEN IF A PARTY HAD OR SHOULD HAVE HAD KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES. THE MISSISSIPPI CONSTITUTION ARTICLE 4 SECTION 100 PROHIBITS THE CITY OF JACKSON FROM DIMINISHING OR RELINQUISHING AN OBLIGATION OR CLAIMS HELD BY THE CITY OF JACKSON; THEREFORE, THE CITY OF JACKSON HAS NO AUTHORITY TO LIMIT DAMAGES OF ANY TYPE AND RESERVES THE RIGHT TO PURSUE ANY OBLIGATION OR CLAIM LIMITED BY THIS CLAUSE.

7. **LIMITATION OF LIABILITY.** MGT shall not be held liable for factors outside of its reasonable control, including losses or damages as a result of Client's provision of inaccurate data, or changing laws, regulations, political conditions.

To the extent permitted by Mississippi law, except for actions or claims resulting from MGT's gross negligence or intentional or willful misconduct, MGT's total aggregate liability to Client shall be limited to \$1,000,000. THE MISSISSIPPI CONSTITUTION ARTICLE 4 SECTION 100 PROHIBITS THE CITY OF JACKSON FROM DIMINISHING OR RELINQUISHING AN OBLIGATION OR CLAIMS HELD BY THE CITY OF JACKSON; THEREFORE, THE CITY OF JACKSON HAS NO AUTHORITY TO LIMIT DAMAGES AND RESERVES THE RIGHT TO PURSUE ANY OBLIGATION OR CLAIM LIMITED BY THIS CLAUSE.

2

8. **GOVERNING LAW, JURISDICTION AND CONSENT TO SUIT.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state of Mississippi, irrespective of the choice of laws principles of the state of Mississippi, as to all matters including validity, construction, effect, enforceability, performance, and remedies. Client submits itself and its property in any legal action or proceeding relating to this Agreement to the exclusive jurisdiction of any state or federal court within Hinds County, Mississippi and Client hereby accepts venue in each such court.

9. **DISPUTE RESOLUTION PROCEDURE.** In the event of a dispute, controversy or claim by and between the Parties arising out of matters related to this Agreement, the Parties will first attempt in good faith to resolve through negotiation any such dispute, controversy, or claim. Either party may initiate negotiations by providing written notice to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice to exchange relevant information and perspectives and to attempt to resolve the dispute.

If the dispute is not resolved by negotiation, either party may commence mediation by written request to the other party. The Parties will cooperate in selecting a mediator and in scheduling the mediation proceedings. The mediation shall take place in Jackson, Mississippi. The Parties will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Either party may seek equitable relief prior to the mediation to preserve the *status quo* pending the completion of that process. The prevailing party shall be entitled to an award of all reasonable costs, expenses, and attorneys' fees. In addition, should the dispute under this Agreement involve the failure to pay fees, and the matter is not resolved through negotiation or mediation, Client shall pay all costs of collection, including, but not limited to, MGT's legal fees and costs should MGT prevail. In the event that mediation does not result in settlement, nothing in this section shall prevent either party from commencing a civil action at which time suit may be brought in any court of competition jurisdiction in Mississippi.

10. **CONFIDENTIALITY.** Subject to the mandates of the Mississippi Public Records Act of 1983, each party shall maintain in confidence and protect from unauthorized disclosure all information exchanged between the Parties that is reasonably understood under the circumstances to be confidential, whether disclosed orally, in writing or marked as confidential ("Confidential Information").

The receiving party shall make all reasonable efforts to protect Confidential Information from disclosure to unauthorized third parties. Confidential Information may be disclosed to third parties with a need-to-know under the circumstances and who are bound by confidentiality obligations no less restrictive than those herein. Neither party shall use such Confidential Information except in performance of the Services. MGT may, however, disclose Client's name and the general nature of MGT's work for Client sales proposals.

The above obligations of confidentiality shall not apply to the extent that the receiving party can show that the relevant information (a) was at the time of receipt already in the receiving party's possession; (b) is, or

becomes in the future, public knowledge through no fault or omission of the receiving party; (c) was received from a third-party having the right to disclose; or (d) is required to be disclosed by law.

11. **FORCE MAJEURE.** Neither party shall be liable or considered at fault for any delay (except for payment) resulting from circumstances beyond the party's reasonable control, including but not limited to fire, flood, earthquake, elements of nature, epidemics, global pandemics, quarantines, acts of God, acts of war, labor disputes, and supply chain disruptions ("Excusable Delays"). The delayed party shall notify the other party in writing upon the discovery of any significant Excusable Delay. During an Excusable Delay, the delayed party shall use reasonable efforts to mitigate costs and damages and to resume performance under this Agreement.

The Parties recognize that MGT's ability to timely perform under a SOW is contingent upon Client's timely provision of any agreed-upon data, personnel access, or other requirements. If Client's failure to provide to such data, access or other requirements causes significant delays to MGT's progression of Services, and MGT incurs losses or damages as a result, then the Parties shall negotiate and execute a SOW amendment for an equitable adjustment to the schedule and for additional costs. MGT shall provide all substantiating documentation of costs reasonably requested by Client in consideration for any equitable adjustment. Excusable Delays shall not give rise to an equitable adjustment.

12. **FEES AND PAYMENT.** Unless otherwise set forth in a SOW, all correct invoices submitted by MGT to Client shall be due and payable upon receipt and inspection of the services within thirty (30) days but no later than forty-five (45) days. If Client disputes an invoice or portion thereof in good faith, then Client shall pay any undisputed portion and provide MGT with written notice of the dispute, in reasonable detail, and the Parties shall promptly meet to resolve such dispute. MGT reserves the right to impose an interest charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum allowable by law in respect of any invoice which is outstanding for more than forty-five (45) days. MGT may stop work after sixty (60) days of Client's non-payment of undisputed invoiced amounts.

Section 66 of the Mississippi Constitution prohibits the Client from paying for services before they are delivered or rendered based on the absence of statutory authority to allow for advance payment. Payment will be based on satisfactorily delivered or performed services.

13. **MODIFICATION.** This Agreement and any SOW shall only be modified by written amendment signed by the Parties. All signed amendments shall be deemed incorporated into this Agreement by reference.

14. **NON-SOLICITATION.** During the term of this Agreement and for a period of two (2) years following termination or expiration, neither party shall knowingly, directly or indirectly, solicit nor encourage the solicitation of any person who is, or was within a 12-month period prior to such solicitation, an employee of the other party or its affiliates that became known to the other party as a result of this Agreement, except with the prior written consent of the other party. This provision shall not restrict the right of either party to solicit by public advertisement.

15. **ASSIGNMENT.** Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

16. **INDEPENDENT CONTRACTOR.** It is expressly understood that at all times, while rendering the Services, MGT is acting as an independent contractor and not as an officer, agent, or employee of the Client. MGT shall not be required to keep specific work hours (except in the case of specific hours required under employee leasing contracts), equipment, or a specific office, and shall use independent means and methods for performing the Services. For all purposes, including Medicare, Social Security taxes, the Federal Unemployment Act ("FUTA"), income tax withholding, worker's compensation, and unemployment insurance, MGT, its personnel and contractors will be treated and deemed independent contractors and not employees of Client.

17. **NON-DISCRIMINATION/EQUAL EMPLOYMENT PRACTICES.** Neither party shall unlawfully discriminate or permit discrimination against any person or group of persons in any matter prohibited by federal, state, or local laws. During the performance of this Agreement, neither party or their employees, agents, or subcontractors, if any, shall discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national or ethnic origin, medical conditions, physical disability, or any other classifications protected by local, state, or federal laws or regulations. The parties further agree to be bound by applicable state and federal rules governing equal employment opportunity and non-discrimination.

18. **NOTICES.** All legal notices required by this Agreement are deemed to have been given when notices are both (1) delivered by email to the email address below, and (2) following such email delivery, a mailed copy of the notice is delivered to the mailing address below.

To MGT:	To Client:
Name: MGT of America Consulting, LLC	Name: City of Jackson, MS
ATTN: Legal Notice/Contracts	ATTN: Carmen Jones
Address: 4320 West Kennedy Blvd.	Address: 219 S. President Street
Tampa, FL 33609	Jackson, MS 39201
Email: contracts@mgaconsulting.com	Email: carmenj@jacksonms.gov
	Name: City of Jackson, MS
	ATTN: City Attorney
	Address: 455 East Capitol Street
	P.O. Box 2779
	Jackson, MS 39207

If the email address and mailing address is incomplete for a party, then notice shall be mailed to the address on the first page of this Agreement.

19. **SEVERABILITY.** If any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable, and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

20. **COUNTERPARTS AND EXECUTION.** This Agreement and any SOW may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts may be executed by electronic signature and delivered by scanned signature or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

5

21. **SURVIVAL.** The sections Term, Termination, Insurance, Indemnification, Limitation of Liability, Governing Law, Jurisdiction, Consent to Suit, Dispute Resolution Procedure, Confidentiality, and Non-Solicitation, of this Agreement and the payment obligations described in any SOW shall survive the termination or expiration of the Agreement or SOW.

22. **ENTIRE AGREEMENT.** This Agreement and all exhibits constitute the entire and only agreement between the Parties. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, except for those expressly stated herein. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement.

23. **NON-EXCLUSIVITY.** This Agreement is non-exclusive, and both Parties remain free to enter into similar agreements with third parties. During the term of this Agreement, MGT may perform Services for any other entities, so long as the performance of such services does not interfere with MGT's performance of obligations under this Agreement and does not create a conflict of interest.

24. **THIRD PARTY BENEFICIARIES.** Except as specifically set forth herein, nothing in this Agreement is intended or shall be construed to confer upon any person or entity, other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.

25. **AVAILABILITY OF FUNDS.** It is expressly understood and agreed that the obligation of MGT and the Client to proceed under this Agreement is conditioned upon the appropriation of funds by the Governing Authority and the receipt of funds for use by Customer. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the Governing Authority to provide funds or to appropriate funds, or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson ("City"), the City and MGT shall have the right upon ten (10) working days written notice to MGT to terminate this Agreement without damage, penalty, cost or expenses to the City or MGT of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

26. **APPROVAL BY THE JACKSON CITY COUNCIL.** It is understood that this Agreement requires approval by the Jackson City Council and the Mayor, the governing authority of the City of Jackson ("Governing Authority"), and if this Agreement is not approved by the Governing Authority, this Agreement is void and no payment shall be made hereunder.

27. **TAXES.** Customer hereby asserts that it is exempt from the payment of taxes that might be applicable to the Services procured hereunder.

IN WITNESS WHEREOF, the Parties hereto have executed this Master Services Agreement.

MGT OF AMERICA CONSULTING, LLC

JACKSON CITY, MS

Name:  
Title:  
Date:

Name:  
Title:  
Date:

6



EXHIBIT A  
PROFESSIONAL CONSULTING STATEMENT OF WORK

As of \_\_\_\_\_ ("Effective Date"), MGT of America Consulting, LLC ("MGT") and Jackson City, MS ("Client") execute this Statement of Work ("SOW") pursuant to the Master Services Agreement between the Parties dated \_\_\_\_\_ ("Agreement").

SCOPE: MGT shall provide the following services to perform indirect cost rate proposals for the purpose of determining indirect cost rates for the fiscal years of 2023, 2024, and 2025:

- Perform an indirect cost rate proposal, based on the City of Jackson's audited financial records for the fiscal year ended September 30, 2021, for the purpose of arriving at an indirect cost rate for the fiscal year ending September 30, 2023.
- Perform an indirect cost rate proposal, based on the City of Jackson's audited financial records for the fiscal year ended September 30, 2022, for the purpose of arriving at an indirect cost rate for the fiscal year ending September 30, 2024.
- Perform an indirect cost rate proposal, based on the City of Jackson's audited financial records for the fiscal year ended September 30, 2023, for the purpose of arriving at an indirect cost rate for the fiscal year ending September 30, 2025.
- Each indirect cost rate proposal will identify all expenditures that are properly allocated to or among City of Jackson departments, fund, programs, activities, and/or fees charged by City of Jackson services.

PERIOD OF PERFORMANCE/PROJECT TIMELINE: The term of this Statement of Work begins on the May 1, 2024 and terminates upon Project completion, which is expected to be December 31, 2025.

COMPENSATION, INVOICING, AND PAYMENT SCHEDULE: MGT proposes a price of eighteen thousand US dollars (\$18,000) for the services listed above. This is an all-inclusive fee for professional services and six thousand US dollar (\$6,000) will be billed after completion and acceptance by the Client of each of the three years of ICRP calculations.

All invoices submitted by MGT to Client shall be due and payable thirty (30) days but no later than forty-five days (45) after receipt of a monthly invoice.

MGT OF AMERICA CONSULTING, LLC

JACKSON CITY, MS

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

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

Nays – Banks.

Absent – None.

\* \* \* \* \*

**ORDER AUTHORIZING PAYMENT TO THE JACKSON MEDICAL MALL FOUNDATION FOR USE OF ITS FACILITY TO HOST THE CITY OF JACKSON JOB AND CAREER FAIR EXPO ON JUNE 6, 2024.**

**WHEREAS**, the City of Jackson will host a Job and Career Fair Expo on June 6, 2024;  
and

**WHEREAS**, the job fair is for citizens interested in securing employment with the City of Jackson; and

**WHEREAS**, the Department of Human Resources has determined that the Jackson Medical Mall Foundation has suitable space for the City of Jackson Job and Career Fair Expo; and

**WHEREAS**, Jackson Medical Mall Foundation is amenable to allowing the use of its facility for the Job and Career Fair Expo at a nominal cost to the City of Jackson; and

**WHEREAS**, the Jackson Medical Mall Foundation has agreed to allow the City of Jackson to utilize the common area and community meeting room; and

**WHEREAS**, the Jackson Medical Mall Foundation will charge the City of Jackson a total of \$300.00 for the use of the space; and

**WHEREAS**, the best interest of the City of Jackson would be served by authorizing payment to the Jackson Medical Mall Foundation for use of its common area and community meeting room.

**IT IS, THEREFORE, DETERMINED** that the Department of Human Resources is authorized to pay the Jackson Medical Mall Foundation for the City of Jackson Job and Career Fair Expo on June 6, 2024.

**IT IS FURTHER ORDERED** that the Department of Human Resources is authorized to pay the sum of \$300.00 to the Jackson Medical Mall for the use of its facility for the City of Jackson Job and Career Fair Expo on June 6, 2024.

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

**President Banks** recognized **Toya Martin, Director of Human Resources**, who provided a brief overview of said item.

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

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

\*\*\*\*\*

**ORDER AUTHORIZING PAYMENT TO THE SOCIETY FOR HUMAN RESOURCE MANAGEMENT (SHRM); PUBLIC SECTOR HUMAN RESOURCE ASSOCIATION (PSHRA); AND MISSISSIPPI ASSOCIATION OF PERSONNEL ADMINISTRATORS (MAPA) FOR REGISTRATION FEES TO ATTEND A SEMINAR, CONFERENCE, WORKSHOP, CERTIFICATION COURSE AND PROFESSIONAL PUBLICATION FEES FOR ALL EMPLOYEES IN THE DEPARTMENT OF HUMAN RESOURCES.**

**WHEREAS**, the Society of Human Resource Management is a national organization for Human Resource professionals whose mission is to empower people and workplaces by advancing HR practices and by maximizing human potential; and

**WHEREAS**, the Society of Human Resource Management (SHRM) is a member-driven catalyst for creating better workplaces where people and businesses thrive together. As the trusted authority on all things work, SHRM is the foremost expert, researcher, advocate, and thought leader on issues and innovations impacting today's evolving workplaces. With nearly 340,000 members in 180 countries, SHRM touches the lives of more than 362 million workers and their families globally; and

**WHEREAS**, the Public Sector Human Resources Association (PSHRA) is the leading member community connecting public sector HR professionals with the insights, education, and expertise to realize their potential and position them for future success; and

**WHEREAS**, the Public Sector HR Association (PSHRA) is a recognized leader in the delivery of innovative solutions and practical resources for all levels of public sector HR professionals. PSHRA's mission is to empower public sector HR professionals to create better places to work for those who serve the public good; and

**WHEREAS**, the Mississippi Association of Personnel Administrators (MAPA) is a professional association established in 1981 and incorporated in 1987. MAPA serves to advance the knowledge of personnel administration as an art or science; to disseminate to all members regarding personnel administration; to provide opportunities for education and to serve as a forum for the exchange of ideas among members; and

**WHEREAS**, a municipality may pay professional association dues, registration fees for attending seminars, conferences, workshops, certification courses and professional publication fees for individuals if the public entity determines that the professional association dues, registration fees for attending seminars, conferences, workshops, certification courses or professional publication fees are reasonable and necessary to the performance of the employee's

duties and accrues to the benefit of the municipality and the benefit to the employee is merely incidental; and

**WHEREAS**, the Society of Human Resource Management (SHRM); Public Sector Human Resources Association (PSHRA); and Mississippi Association of Personnel Administrators (MAPA) are all advanced organizations providing continuing education programs that prepare participants to perform complex human resource duties; and

**WHEREAS**, the organizations have rigorous educational and professional contribution components; and

**WHEREAS**, membership in the cited organizations and participation in the conference, workshops, and courses offered by employees of the Department of Human Resources is reasonable and necessary for the effective performance of their duties and is of substantial benefit to the municipality; and

**WHEREAS**, any benefit to the employee arising out of membership in the organization and participating in the workshops and course offerings is incidental.

**IT IS, THEREFORE, ORDERED** that subject to the budget of the Department of Human Resources, the Director of the Department of Human Resources may expend monies and pay the Society of Human Resource Management (SHRM); Public Sector Human Resources Association (PSHRA) and Mississippi Association of Personnel Administrators (MAPA) for professional dues, professional publication fees, and registration fees for workshop attendance and course participation for employees within the Department of Human Resources.

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

-----  
**President Banks** recognized **Toya Martin, Director of Human Resources**, who provided a brief overview of said item.

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

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

\*\*\*\*\*

**ORDER RESCINDING THE FEBRUARY 23, 2016, RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ADOPTING A CITYWIDE RETENTION SCHEDULE FOR THE CITY OF JACKSON AND AUTHORIZING THE CITY OF JACKSON TO ADHERE TO THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY’S (“MDAH”) RETENTION SCHEDULE FOR MUNICIPALITIES, AS AMENDED FROM TIME TO TIME.**

**WHEREAS**, on February 23, 2016, the City Council of Jackson, Mississippi, passed a Resolution adopting the State of Mississippi Records Retention Guidelines; and

**WHEREAS**, the resolution adopted the retention guidelines as set forth by MDAH at that time and did not include any language that the City will adopt future changes to the retention schedule as made by MDAH; and

**WHEREAS**, to adopt the general records retention schedule for municipalities, as it may change from time to time, the Municipal Clerk recommends that the governing authorities for the City adopt an Order authorizing and mandating that all City departments adhere to the MDAH Records Retention Schedules for Municipalities, including as it is amended from time to time; and

**WHEREAS**, the Department of Archives and History, Local Government Records Office issue the general records retention schedules, as found in Section 39-5-9, Mississippi Code of 1972, Annotated (MCA), as amended; and

**WHEREAS**, the retention period listed in the general schedules for each records series is the minimum time necessary to retain the records. There may be conditions or factors in the City that require retention of a particular record series for a more extended period than is required by the general records schedule, and, in such cases, the City may continue retention of the records series as needed. In no case, however, may records be destroyed sooner than the scheduled retention period; and

**WHEREAS**, the adoption of the same is in the best interests of the City of Jackson, in order to facilitate the orderly and efficient transfer, retention, and destruction of its records.

**IT IS, THEREFORE, ORDERED** that the City of Jackson, Mississippi, hereby adopts the State of Mississippi's "Records Retention Schedules for Municipalities: General Schedules" as the citywide records retention schedule, including any future amendments that may be made to the Retention Schedule.

**IT IS FURTHER ORDERED** and reflected in the minutes that the City of Jackson will adhere to and automatically adopt all retention schedules issued for municipalities in the future by the Local Government Records Committee.

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

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

Nays – None.

Absent – None.

\*\*\*\*\*

**RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE 2024  
VOTING DELEGATES FOR THE CITY OF JACKSON.**

**WHEREAS**, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a Second Vice President from the Southern District; and

**WHEREAS**, the amended bylaws require the governing authority board (Mayor, Alderman, City Council, City Commission) to designate in its minutes the voting delegate and one alternate to cast the vote for each member municipality.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF JACKSON, MISSISSIPPI.**

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2024 Mississippi Municipal League election to be held at the annual convention on June 25<sup>th</sup>, 2024 as follows:

Voting Delegate: \_\_\_\_\_

First Alternate: \_\_\_\_\_

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

The above and foregoing Resolution, after having been first introduced to writing, was introduced by \_\_\_\_\_, seconded by \_\_\_\_\_, and was adopted by the following vote, to wit:

Yeas:

Nays:

Absent:

The President thereby declared the motion carried and the Resolution adopted, this the (\_\_\_\_ day of June 2024).



Council Member Grizzell moved adoption; Vice President Lee seconded.

-----  
President Banks recognized Council Member Stokes who moved, and Council Member Hartley seconded, to add Mayor Chokwe Antar Lumumba as the Voting Delegate. The motion prevailed by the following votes:

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

Nays – None.

Absent – None.

-----  
President Banks recognized Council Member Stokes who moved, and Council Member Hartley seconded, to add Vice President Lee as the First Alternate.

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

Nays – None.

Absent – None.

-----  
Thereafter, President Banks called for a vote on said Resolution, as amended:

**RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE 2023 VOTING DELEGATES FOR THE CITY OF JACKSON.**

**WHEREAS**, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a Second Vice President from the Southern District; and

**WHEREAS**, the amended bylaws require the governing authority board (Mayor, Alderman, City Council, City Commission) to designate in its minutes the voting delegate and one alternate to cast the vote for each member municipality.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF JACKSON, MISSISSIPPI.**

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2024 Mississippi Municipal League election to be held at the annual convention on June 25<sup>th</sup>, 2024 as follows:

Voting Delegate: Chokwe Antar Lumumba

First Alternate: Angelique Lee

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

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

Nays – None.

Absent – None.

\*\*\*\*\*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL PROPERTY AUCTION AGREEMENT WITH AUCTION 18, LLC TO CONDUCT PUBLIC AUCTIONS FOR THE DISPOSAL OF ANY LOST, STOLEN, ABANDONED, OR MISPLACED PERSONAL PROPERTY FOR THE JACKSON POLICE DEPARTMENT.**

**WHEREAS**, the Jackson Police Department frequently recovers stolen, lost, misplaced, or abandoned property; and

**WHEREAS**, Section 21-39-21 of the Mississippi Code Annotated, as amended, gives governing authorities for the City of Jackson a procedure for disposing of any lost, stolen, abandoned, or misplaced personal property, which shall be by public auction to the highest bidder; and

**WHEREAS**, Section 21-39-21 of the Mississippi Code requires the selling of stolen, lost, misplaced or abandoned personal property at public auction if it remains unclaimed for a period of one hundred twenty days after the provision of the notice set forth in the statute; and

**WHEREAS**, it is in the best interest of the City of Jackson to contract with a licensed auctioneer, Auction 18, LLC, to conduct the auctions contemplated by Section 21-39-21; and

**WHEREAS**, the Jackson Police Department for the City of Jackson, Mississippi desires to enter into a Personal Property Auction Agreement with Auction, 18, LLC; and

**WHEREAS**, the proposed contract with Auction 18, LLC shall commence on June 1, 2024, and expire on May 31, 2025. The parties agree to a one (1) two-year additional renewal term covering that may be exercised by the City of Jackson. Unless the City of Jackson provides notice to terminate said Agreement, it will renew automatically for two years; and

**WHEREAS**, Auction 18, LLC shall receive, and the City shall pay as full compensation for all services a sum not to exceed 9.0 percent of the gross sales receipts at the close of auction performed by Auction 18, LLC, which may be deducted from the gross sales receipts; and

**WHEREAS**, If the City manages payment collection at the close of the auction, the City will pay all invoices within 45 days of submission pursuant to State law. Should Auction 18, LLC manage payment collection at the close of the auction, Auction 18, LLC shall turn over net proceeds from the auction to the City within five (5) days from date of the auction, along with the sale records and receipts; and

**WHEREAS**, all property will be sold to the highest bidder. No property shall be sold or withdrawn from the auction prior to the auction except by mutual Agreement between the City and Auction 18, LLC; and

**WHEREAS**, if the property is sold or withdrawn prior to the auction, Auction 18, LLC shall receive a 9 percent commission on the item. Auction 18, LLC shall receive a 9 percent commission on any item withdrawn from sale, transferred, or sold within 30 days after the auction. Auction 18, LLC agrees to pay all expenses of preparation, advertising, and conducting said auction. In case of postponement, the auction will take place on a later date, agreeable to Seller and Auction 18, LLC. The commission will be based on a percentage of the gross sales; and

**WHEREAS**, Auction 18, LLC shall indemnify and hold harmless the City and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professional and costs related to court action or arbitration arising out of or resulting from the performance of the Agreement or the actions of the Auction 18, LLC or its officials, employees, or agents under this Agreement or the Agreements entered into by the Auction 18, LLC in connection with this Agreement. This indemnification shall survive the termination of this Agreement; and

**WHEREAS**, a copy of the proposed Agreement is attached and made a part of the minutes; and

**WHEREAS**, according to the State of Secretary, Nicholas L. Varner has an active Auctioneer License (No. 1376) in Mississippi and is in good standing to business in this state.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a Personal Property Auction Agreement with Auction 18, LLC commencing on June 1, 2024, and expiring on May 31, 2025. The parties agree to a one (1) two-year additional renewal term covering that may be exercised by the City of Jackson. Unless the City of Jackson provides notice to terminate said Agreement, it will renew automatically for two years.



**PERSONAL PROPERTY AUCTION AGREEMENT**

This Agreement made by and between the City of Jackson on behalf of the Jackson Police Department hereafter called Seller, and Auction 18, LLC, whose principal office is located at 108 Magnolia Springs, Florence, MS 39073, hereafter called Auctioneer.

**RECITALS**

WHEREAS, Section 21-39-21 of the Mississippi Code Annotated, as amended gives governing authorities for the city of Jackson a procedure for disposing of any lost, stolen, abandoned, or misplaced personal property, which shall be by public auction to the highest bidder; and

WHEREAS, Section 21-39-21 of the Mississippi Code requires the selling of stolen, lost, misplaced or abandoned personal property at public auction if it remains unclaimed for a period of one hundred twenty days after the provision of the notice set forth in the statute; and

WHEREAS, the Jackson Police Department for the city of Jackson, Mississippi desire to enter into a Personal Property Auction Agreement with Auction, 18, LLC; and

WHEREAS, according to the State of Secretary, Lance Varner has an active Auctioneer License (No. 1376) in this state and is in good standing to business in this state; and

WHEREAS, the governing authorities for the city of Jackson previously authorized the Mayor to execute a Personal Property Auction Agreement to provide auctioneer services to the city of Jackson for an initial term beginning June 1, 2024 through May 31, 2025, with a two-year option to renew said agreement; and

**NOW THEREFORE** in consideration of the mutual covenants and agreements reached by the parties in the initial agreement and restated in this agreement, the parties agree that the following provisions shall govern their relationship:

**SERVICES**

Auctioneer hereby agrees to:

- (1) Use his/her professional skill, knowledge and experience to the best advantage of both parties in preparing for and conducting the sale. Seller agrees to not interfere with, prevent or prohibit Auctioneer in any manner prior to or during auction from carrying out his/her duties and obligations of this agreement.
- (2) Follow all reasonable requests of the Seller of the goods being sold at the auction.
- (3) Perform such auctioneer's duties so that the highest or most favorable offer made by a member of the audience is accepted, and shall otherwise perform such duties in accordance with the highest standards of the auctioneering profession.
- (4) Ensure all advertisements of auctions disclose (a) The auctioneer's name and the name of the auction firm involved; (b) whether the auction is to be absolute or with reserve; and the auctioneer's or auction firm's auction license number.
- (5) hold a live auction, on-site for items (excluding deadly weapons as set forth in Section 45-9-151 of the M.C.A. and property seized under the Uniform Controlled Substances Law) located at 4225-C Michael Avalon Street Jackson, MS 39209, Jackson Impound Lot Garage.
- (6) Only advertise items the Seller intend to offer for sale at the advertised auction.

**TERM**

This Agreement shall commence on June 1, 2024 and expire on May 31, 2025. The parties agree to a one (1) two-year additional renewal term covering that may be exercised by the City of Jackson. Unless the City of Jackson provides notice to terminate said agreement, it will renew automatically for two years.

**MANNER OF AUCTION**

All property will be sold to the highest bidder. No property shall be sold or withdrawn from the auction prior to the auction except by mutual agreement between Seller and Auctioneer. If property is sold or withdrawn prior to auction, Auctioneer shall receive 9 percent commission on the item. Auctioneer shall receive 9 percent commission on any item withdrawn from sale or transferred or sold within 30 days after the auction. Auctioneer agrees to pay all expenses of preparation, advertising, and conducting said auction. In case of postponement, the auction will take place on a later date agreeable to Seller and Auctioneer. Commission will be based on a percentage of the gross sales.

**COMPENSATION**

Auctioneer shall receive, and the Seller shall pay as full compensation for all services a sum not to exceed 9.0 percent of the gross sales receipts at the close of auction performed by the Auctioneer, which may be deducted from the gross sales receipts. If the Seller manage payment collection at the close of auction, the Seller will pay all invoices within 45 days of submission pursuant to State law. Should Auctioneer manage payment collection at the close of auction, Auctioneer shall turn over net proceeds from auction to Seller within five (5) days from date of auction, along with the sale records and receipts.

**INDEPENDENT CONTRACTOR**

Auctioneer is an independent contractor and shall not represent itself as an agent or employee of the City for purpose in the performance of Auctioneer's duties under this Agreement. Accordingly, Auctioneer shall be responsible for payment of all federal, state and local taxes, as well as business license fees arising out of Auctioneer's activities in accordance with this Agreement. For purposes of

the Agreement, taxes shall include, but not be limited to, Federal and State Income, Social Security, and Unemployment Insurance taxes.

**INDEMNITY, INSURANCE AND BOND**

Auctioneer shall indemnify and hold harmless the Seller and its officials, agents and employees from and against all claims, damages, losses, and expense, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professional and costs related to court action or arbitration arising out of or resulting from the performance of the Agreement or the actions of the Auctioneer or its officials, employees, or agents under this Agreement or under the Agreements entered into by the Auctioneer in connection with this Agreement. This indemnification shall survive the termination of this agreement.

In addition, Auctioneer shall comply with the Mississippi Workers Compensation Act and shall provide for the payment of workers compensation to its employees in the manner and to the extent required by such Act. Auctioneer shall maintain, at its expense, the following minimum insurance coverage:

- a. Bodily Injury Liability: \$1,000,000 each accident; and
- b. Automobile Property Damage Liability: \$500,000 each accident; and
- c. Property Damage Liability: \$1,000,000 each accident \$1,000,000 aggregate operation, \$1,000,000 aggregate protective (Insuring clause for bodily injury and damage shall be amended to provide coverage on an occurrence basis); and
- d. Bond in the amount of \$100,000.

Upon execution of the Agreement, Auctioneer shall furnish City proof of compliance with the insurance and bond requirements of the Agreement and shall furnish a certificate of insurance from an insurance company licensed to do business in the State of Mississippi and acceptable to the Seller in order to verify the existence of said insurance coverage. The certificate will provide for thirty (30) days advance notice in the event of termination or cancellation of coverage.

**HEALTH AND SAFETY**

Auctioneer shall be responsible for initiating, maintaining, and supervising all safety precautions and programs required by OSHA, and all other regulatory agencies while providing services under this Agreement.

**NON-DISCRIMINATION IN EMPLOYMENT**

Auctioneer shall not discriminate against any employee or applicant for employment in its business because of age, sex, race, creed, national origin, or disability. Auctioneer shall take affirmative action to ensure that applicants are employed and that employees are treated fairly and legally during employment without regards to their age, sex, race, creed, national origin, or disability. In the event Auctioneer is determined by the final order of an appropriate agency or court to be in violation of

any non-discrimination provision of federal, state, or local law or this provision, this Agreement may be canceled, terminated or suspended in whole or in part by the Seller and Auctioneer may be declared ineligible for future work with the City.

**GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Mississippi. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in Mississippi.

**TERMINATION OF AGREEMENT**

The Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party. The termination notice period shall begin upon receipt of the notice of termination. The termination does not bar either party from pursuing a claim for damages for breach of the Agreement.

The Agreement may be terminated for cause by either party notifying the breaching party of a substantial failure to perform in accordance with the provisions of the Agreement and if the failure is not corrected within ten (10) days of receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

The termination of the Renewal Agreement with or without cause shall not form the basis for any claim for loss of anticipated profits by either party.

**ASSIGNMENT**

Auctioneer shall not assign its interest in this Agreement without the prior written consent of the City. Auctioneer has no authority to enter into agreements on behalf of the City.

**COMPLIANCE WITH LAWS**

Auctioneer represents that it is in compliance with all Federal, State and local laws, regulation or orders as amended or supplemented. If the Auctioneer's license is suspended or revoked by the Mississippi Auctioneer Commission, this Agreement shall terminate automatically.

**NOTICES**

All notices which may be required by this Agreement or any rule of law shall be effective when received by mail sent to the following address:

City of Jackson Mississippi  
Office of the City Attorney  
Post Office Box 2779  
Jackson, MS 39207

**AND** Jackson Police Department  
Post Office Box 17  
Jackson, MS 39201

**SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY, JUNE 4, 2024 6:00 P.M.**

**350**

Auction, 18, LLC  
Nicholas L. Varner  
108 Magnolia Springs  
Florence, MS 39073

**AUDIT RIGHTS**

For all services being provided under this Agreement, the City shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of said services within one (1) week of said request. Such review will be conducted at the Office of the City Attorney.

**EQUIPMENT**

Auctioneer shall supply, at its sole expense, all personnel, equipment, tools, materials, and or supplies required to provide contracted services unless otherwise agreed in writing. In no event shall Seller otherwise be responsible for expenses incurred by Auctioneer in performance of the contract work.

**NON-EXCLUSIVITY**

The City reserves the right to contract with other companies or entities for auction services and or auction related services without restriction.

**ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between Seller and Auctioneer and shall supersede all prior understandings between Seller and Auctioneer relating to the subject matter hereof and may be amended only by written agreement of the parties.

**HEADINGS**

The subject heading of the paragraphs is included for purpose of convenience only and shall not affect the construction or interpretation of any of its provisions. The Agreement shall be deemed to have been drafted by both parties and no purpose of interpretation shall be made to the contrary.

AUCTION 18, LLC

CITY OF JACKSON

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

-----

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

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

Nays – None.

Absent – None.

\* \* \* \* \*

**ORDER AUTHORIZING THE PAYMENT TO JONES REFRIGERATION, INC. FOR REPLACEMENT MOTORS, UNFREEZE THE FREEZER AND A SYSTEM CHECK FOR ALL OPERATIONS.**

**WHEREAS**, the City of Jackson and the Jackson Police Department's freezer was in need of repair to its refrigeration system at the Jackson Animal Control located at 140 Outer Circle, Jackson, Mississippi; and

**WHEREAS**, the Jones Refrigeration Company, P.O. Box 5945, Brandon, Mississippi was contacted to make the needed repairs to the freezer; and

**WHEREAS**, the following repairs were made by Jones Refrigeration, P.O. Box 5945, Brandon, Mississippi on September 15, 2023. Two locked up motors was replaced. The freezer was started and all system operation was checked. The total amount of the repairs is \$1,133.90.

**IT IS HEREBY ORDERED** that the Mayor authorized payment to Jones Refrigeration Company, P.O. Box 5945, Brandon, Mississippi for repairs made to the freezer located at the Animal Control department at 140 Outer Circle, Jackson, Mississippi. The total amount of the repairs is \$1,133.90.

**IT IS FURTHERED ORDERED** that the Mayor or his designee be authorized to pay the cost of repairs to the freezer at the Animal Control Department at 140 Outer Circle, Jackson, Mississippi.

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

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

Nays – None.

Absent – None.

\* \* \* \* \*

**ORDER APPROVING PAYMENT OF INVOICES FOR GOODS AND SERVICES RECEIVED BY THE JACKSON POLICE DEPARTMENT FROM THE MISSISSIPPI FORENSIC LABORATORY (DPS CRIME LAB).**

**WHEREAS**, Section 21-17-5 of the Mississippi Code as amended states that the governing authorities of every municipality shall have the care, management, and control of municipal affairs and its property and finances and may adopt orders, resolutions, or ordinances with respect to same which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

**WHEREAS**, the Jackson Police Department obtained goods and services from Mississippi Forensic Laboratory; and

**WHEREAS**, the goods or services obtained from the vendor were lawful and for a proper municipal purpose; and

**WHEREAS**, the invoices of Mississippi Forensic Laboratory (DPS Crime Lab) remain unpaid; and

**WHEREAS**, the vendor was unaware of the error or failure of the Jackson Police Department concerning the procurements and furnished the goods and services in good faith; and

**WHEREAS**, Section 31-7-57(2) of the Mississippi Code states that a vendor who in good faith delivers commodities and services shall be entitled to recover the fair market value of the commodities or services if the vendor had no control of, participation in, or actual knowledge of the error or failure; and

**WHEREAS**, the invoices submitted by Mississippi Forensic Laboratory (DPS Crime Lab) which remain unpaid are as follows:

Invoice Date	Invoice Number	Amount	Service
6/3/21	90104543	\$720.00	Analytical Fees
7/6/21	90105636	\$540.00	Analytical Fees
8/5/21	90107868	\$1,800.00	Analytical Fees
10/4/21	90109975	\$480.00	Analytical Fees
11/5/21	90111457	\$660.00	Analytical Fees
12/3/21	90112417	\$780.00	Analytical Fees
1/5/22	90113345	\$600.00	Analytical Fees

**SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY, JUNE 4, 2024 6:00 P.M.**

2/8/22	90114529	\$780.00	Analytical Fees
3/2/22	90115346	\$780.00	Analytical Fees
4/6/22	90116255	\$1,500.00	Analytical Fees
5/10/22	90117919	\$1,980.00	Analytical Fees
6/7/22	90118952	\$960.00	Analytical Fees
8/3/22	90120952	\$1,260.00	Analytical Fees
9/8/22	90122126	\$1,560.00	Analytical Fees
3/13/23	90129081	\$960.00	Analytical Fees
5/15/23	90131442	\$900.00	Analytical Fees
8/8/23	90134662	\$1,560.00	Analytical Fees
9/11/23	90135691	\$1,140.00	Analytical Fees
10/12/23	90136874	\$1,080.00	Analytical Fees
11/7/23	90137907	\$720.00	Analytical Fees
12/8/23	90139181	\$1,500.00	Analytical Fees
1/3/24	90139532	\$1,560.00	Analytical Fees
2/6/24	90141287	\$2,400.00	Analytical Fees
3/8/24	90142532	\$3,060.00	Analytical Fees
4/4/24	90143599	\$2,100.00	Analytical Fees
Totals	25 Invoices	\$31,380.00	

**WHEREAS**, the sums invoiced are fair market value for the goods and services received;  
and

**WHEREAS**, the best interest of the City of Jackson would be served by payment of the invoices because payment would ensure that future goods and services can be procured.

**IT IS, THEREFORE, ORDERED** that the following invoices of Mississippi Forensic Laboratory (DPS Crime Lab) are approved to be paid in the amount of \$31,380.00.

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

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

Nays – None.

Absent – None.

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**ORDER AUTHORIZING THE MAYOR TO AMEND AN ORDER FORM BETWEEN THE JACKSON POLICE DEPARTMENT AND POWERDMS DIGITAL MANAGEMENT SOFTWARE FOR A RENEWAL SUBSCRIPTION TERM OF TWELVE (12) MONTHS.**

**WHEREAS**, the City of Jackson Police Department uses its General Orders as the rules and regulations to govern its employees and conducts training on said General Orders; and

**WHEREAS**, PowerDMS provides digital management software for policy and compliance management platforms. Also, it provides a training solution to create, track and deliver training content online; and

**WHEREAS**, PowerDMS will provide this software for the Jackson Police Department for a subscription term of twelve (12) months for a sum of \$4,304.31, which started December 20, 2023 and ends on December 29, 2024; and

**WHEREAS**, PowerDMS will provide a PowerPolicy Professional Subscription, PowerTraining, PowerStandards for MSLEAC and an MSLEAC Manual; and

**WHEREAS**, the Jackson Police Department has sufficient funding to pay the said subscription term in their general fund; and

**WHEREAS**, the City of Jackson Police Department has budgeted for the cost of these services in its General Fund.



**IT IS HEREBY ORDERED** that the City of Jackson is authorized to execute an order form and pay PowerDMS \$4,304.31 for a renewal subscription term of twelve months, which started December 20, 2023 and ends on December 29, 2024.

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

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

Nays – None.

Abstention – Stokes.

Absent – None.

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**ORDER APPROVING PAYMENT FOR PAST PROFESSIONAL SERVICES PERFORMED BY THE MISSISSIPPI STATE FIRE ACADEMY FOR THE JACKSON FIRE DEPARTMENT AND ITS FIREFIGHTERS.**

**WHEREAS**, the Mississippi State Fire Academy (Fire Academy) performs various required professional services for the Jackson Fire Department and its Firefighters including, training, certifications, fit testing, agility testing, etc. and

**WHEREAS**, the Jackson Fire Department has received several invoices from the Fire Academy covering various professional services performed for the Jackson Fire Department, said invoices are numbered as follows: invoice # 31485, invoice # 31447, invoice # 31497, invoice # 31575, invoice # 31636, invoice # 31482, invoice # 31456, invoice # 31417, and invoice # 31366; and

**WHEREAS**, the total cost for the above invoices is Two Thousand Eight Hundred and Forty-Five Dollars (\$2,845.00); and

**WHEREAS**, it is in the best interests of the City that prompt payment be made to the Fire Academy pursuant to the above invoices in the total amount of Two Thousand Eight Hundred and Forty-Five Dollars (\$2,845.00) for the various required professional services it performed for the Jackson Fire Department and its Firefighters.

**IT IS THEREBY ORDERED** that the previous professional services performed by the Fire Academy is ratified and that prompt payment shall be made to the Fire Academy pursuant to its invoices discussed above for the total amount of Two Thousand Eight Hundred and Forty-Five Dollars (\$2,845.00) from account number: 001.441.20-6419.

**IT IS FURTHER ORDERED** that prompt payment shall be made from account number: 001.441.20-6419 for each of the below invoices in the amount indicated; and

- \* Invoice 31485 - \$200.00
- \* Invoice 31447 - \$200.00
- \* Invoice 31497 - \$120.00
- \* Invoice 31575 - \$600.00
- \* Invoice 31636 - \$370.00
- \* Invoice 31482 - \$160.00
- \* Invoice 31456 - \$20.00
- \* Invoice 31417 - \$175.00
- \* Invoice 31366 - \$1,000.00
- \* **Total = \$2,845.00**

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute any documents and/or agreements that may be needed to effectuate this Order.

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

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

Nays – None.

Absent – None.

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**ORDER APPROVING THE PAYMENT OF THE SUM OF \$120.74 TO AXIM GEOSPATIAL, LLC FOR ADDITIONAL PROFESSIONAL SERVICES PROVIDED TO SUPPORT THE UPGRADING OF THE CITY OF JACKSON'S 311 ACTION LINE SOFTWARE CITYWORKS.**

**WHEREAS**, on October 11, 2022, the governing authorities for the City of Jackson authorized the Mayor to execute an agreement with Axim Geospatial, LLC to provide professional services supporting the upgrading of the Cityworks software, which included a GIS Support Block at a cost not to exceed \$67,500.00; and

**WHEREAS**, the October 11, 2022 action of the governing authorities which authorized the contract is recorded in Minute Book 6W at pages 36-38; and

**WHEREAS**, the October 11, 2022 minutes of the governing authorities specified the hourly rate of compensation to be paid for staff within the Solutions Architect Category as \$241.48 per hour; and

**WHEREAS**, Axim Geospatial, LLC submitted an invoice for additional services performed by staff within the Solutions Architect Category; and

**WHEREAS**, Invoice Number 13714 dated March 12, 2024 was submitted by Axim Geospatial, LLC for additional services performed by staff within the Solutions Architect Category; and

**WHEREAS**, one-half hour of service was invoiced in the amount of \$120.74; and

**WHEREAS**, personnel within the Department of Information Technology have confirmed that the work was performed satisfactorily.

**IT IS HEREBY ORDERED** that the sum of \$120.74 may be paid to Axim Geospatial LLC for the additional work performed.

**IT IS HEREBY ORDERED** that the contents of this order shall not be construed as authorizing the procurement of additional services and the payment of additional monies to Axim Geospatial LLC other than the \$120.74.

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

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

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

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

Nays – None.

Absent – None.

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**ORDER AUTHORIZING THE MAYOR TO PROCURE TWO (2) MICROSOFT PROJECT SOFTWARE LICENSES AND EXECUTE THE QUOTE DOCUMENT FURNISHED BY METRIX SOLUTIONS AT AN ANNUAL SUBSCRIPTION COST OF \$1,320.00.**

**WHEREAS**, Section 31-7-13 of the Mississippi Code authorizes governing authorities to purchase goods which do not involve an expenditure of more than \$5,000.00 without advertising or requesting competitive bids; and

**WHEREAS**, the Department of Information Technology has determined that software known as Microsoft Project would be beneficial to the Department because it will aid in project scheduling, resource management, budgeting, and other functions of the Department; and

**WHEREAS**, Metrix Solutions located at 190 East Capitol Street, Ste 175, Jackson, Mississippi is a Partner or company authorized to distribute Microsoft Products and submitted Quote # 063171 for Microsoft Projects Software to the Director of the Department of Information Technology indicating that two (2) software licenses can be provided at an annual cost of \$660.00 per licensed user for a total of \$1,320.00; and

**WHEREAS**, the following general terms apply to Microsoft Products when an order is accepted:

- (a) The Customer is granted a nonexclusive and limited license to use the products ordered as provided in the applicable Use Rights and the agreement;
- (b) The license is granted on a subscription basis and expires at the end of the applicable subscription period unless renewed;
- (c) For subscriptions, the Use Rights in effect at the start of each subscription period will apply. Customers with subscriptions for software may use new versions released during the subscription period subject to the Use Rights in effect when the versions are released. Microsoft may update the Use Rights periodically, but materially adverse changes for a particular version will not apply during the applicable license, subscription billing period;
- (d) Customer will control access to and use of the product by End Users and is responsible for any use of the products that does not comply with the agreement.
- (e) Products are protected by copyright and other intellectual property laws and international treaties. Rights to access or use a product on a device will not give the Customer the right to implement patents or other intellectual property on the device itself or in any other software or devices.
- (f) Customer is prohibited from: (1) reverse engineering, decompiling, or disassembling any product or attempting to do so; (2) installing or using non Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to other license terms; (3) working around technical limitations in a product or restrictions in product documentation; (4) upgrading or downgrading parts of a product at different times; (5) distributing, sublicensing, renting, leasing or lending any products, in whole or in part, or using them to offer hosting services to a third party.
- (g) Microsoft may verify Customer's compliance with the agreement at any time upon 30- day notice;
- (h) Customer consents to the processing of personal data by Microsoft and its affiliates and their respective agents and subcontractors as provided in the agreement. Before providing personal data to Microsoft, customer will obtain all required consents from third parties.
- (i) Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.
- (j) The Confidentiality obligation applies until it is deleted from Online Services; and for all other Confidential Information, for a period of five years after a party receives the Confidential Information.
- (k) Microsoft will defend a Customer against any third-party claim to the extent it alleges that a Product made available by Microsoft for a fee and used within the scope of the license granted under the Agreement misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Microsoft is unable to resolve a claim of misappropriation or infringement, it may, at its option, either

(l) modify or replace the product with a functional equivalent or terminate Customer's license and refund any license fees including amounts paid in advance for unused consumption for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a product after notified to stop due to a third-party claim.

(l) If Customer orders from a Partner, the Partner will set Customer's pricing and Payment terms for the order, and Customer will pay the amount due to the Partner. Pricing and payment terms related to orders placed by Customer directly with Microsoft are set by Microsoft, and Customer will pay the amount due as described in the agreement by providing Microsoft with account information and consenting to Microsoft's use of account information regarding the payment method.

(m) The agreement is effective until terminated by a party. Termination without cause may occur on the provision of 60- day notice. Termination without cause will not affect licenses granted on a subscription basis and will continue for the duration of the subscription period subject to the terms of the Agreement. Termination for cause may occur upon the provision of 30 -day notice for material breach if the other party fails to cure the breach within the 30- day period. Upon termination for cause, the license will terminate immediately. All amounts due under any unpaid invoice shall become due and payable immediately. If Microsoft is in breach, Customer will receive a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

(n)The Customer is free to enter into agreements to license, use, and promote the products and services of others;

(o) No third- party beneficiaries are created by the agreement.

**WHEREAS**, the general terms contained language indicating that the agreement would be governed by and construed in accordance with the State of Washington and federal laws of the United States; and

**WHEREAS**, the City of Jackson does not agree to be bound by the laws of the State of Washington but does agree to be bound by federal law, if applicable; and

**WHEREAS**, the general terms included language concerning venues for bringing action in locations other than the City of Jackson, Mississippi; and

**WHEREAS**, the City of Jackson rejects any part of the agreement which would require it to appear in a jurisdiction other than the State of Mississippi, preferably, in Jackson Mississippi.

**IT IS HEREBY ORDERED** that two Microsoft Project software licenses may be procured from Metrix Solutions, an authorized distributor of Microsoft Products.

**IT IS HEREBY ORDERED** that the sum of \$1,320.00 annually may be paid for the Microsoft Project licenses.

**IT IS HEREBY ORDERED** that the Microsoft Project licenses may be renewed annually without further order of the governing authorities provided the cost of the licenses remain at \$1,320.00.

**IT IS HEREBY ORDERED** that the general terms of the Microsoft agreement are accepted save for those which have been specifically rejected above regarding governing law and venue.

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

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

Nays – None.

Absent – None.

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**ORDER AMENDING PREVIOUSLY APPROVED ORDER TO CORRECT THE MONTHLY PAYMENT AMOUNT FOR THE LEASE OF FIFTY GOLF CARTS FROM YAMAHA MOTOR FINANCE CORPORATION, USA, SAID MONTHLY PAYMENTS SHOULD TOTAL THREE THOUSAND FOUR HUNDRED EIGHTY-THREE DOLLARS AND FIFTY CENTS (\$3,483.50) AND GIVING THE MAYOR AUTHORITY TO EXECUTE AN AMENDED EQUIPMENT SCHEDULE REFLECTING THE ABOVE CHANGES.**

**WHEREAS**, on March 26, 2024, the Jackson City Council approved an Order “Ratifying Previously Executed Amendment to Yamaha Motor Finance Corporation’s Equipment Schedule Number 217979 and Amending Previous Order that was Approved by the City Council on December 6, 2022, to Reduce the Number of Leased Golf Carts by Fifteen thereby Lowering the Current Monthly Payment from Four Thousand Five Hundred Twenty-Eight Dollars and Fifty-Five Cents (\$4,528.55) to Three Thousand One Hundred Thirty-Three Dollars and Fifty Cents (3,133.50)” (Previous Order); and

**WHEREAS**, the Previous Order contained a clerical error whereby two numbers were transposed resulting in an incorrect monthly payment amount; and

**WHEREAS**, the calculation for the new monthly payment amount is as follows:  $(\$4,528.55 / 65 \text{ carts}) \times (50 \text{ carts}) = \$3,483.50$ ; and

**WHEREAS**, the calculation listed above shows the original monthly payment amount of \$4,528.55 divided by the original order of 65 golf carts which gives a total per golf cart of \$69.67, then that amount is multiplied by 50 golf carts (the number of golf carts we have now after having returned the fifteen unneeded golf carts) giving the new monthly total of \$3,483.50; and

**WHEREAS**, Yamaha Motor Finance Corporation has provided the Parks and Recreation Department an Amended Equipment Schedule (Schedule # 217979) that reflects the change in the monthly payment amount; and

**WHEREAS**, no other items need to be amended in the Previous Order; and

**WHEREAS**, it is in the best interests of the City of Jackson that the Previous Order be amended to show a new monthly payment amount for the lease of fifty (50) golf carts totaling Three Thousand Four Hundred and Eighty-Three Dollars and Fifty Cents (\$3,483.50); and

**WHEREAS**, it is in the best interests of the City of Jackson that the Mayor be authorized to execute Yamaha Motor Finance Corporation’s Amended Equipment Schedule (Schedule # 217979) that reflects the above monthly payment.

**IT IS THEREBY ORDERED** that the Previous Order is amended to show the correct monthly payment amount for the lease of fifty (50) golf carts from Yamaha Motor Finance Corporation totaling Three Thousand Four Hundred and Eighty-Three Dollars and Fifty Cents (\$3,483.50).

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute Yamaha Motor Finance Corporation’s Amended Equipment Schedule (Schedule # 217979) that reflects the above monthly payment.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute any document(s) and/or agreement(s) that may be needed to effectuate this Order.

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

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

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

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

Nays – None.  
Absent – None.

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**ORDER AUTHORIZING RATIFICATION OF PAST PROFESSIONAL SERVICES AND APPROVING PAYMENT TO FISHER FIRE EXTINGUISHER SERVICE FOR PROVIDING REQUIRED YEARLY FIRE EXTINGUISHER INSPECTION SERVICES FOR CITY COMMUNITY CENTERS.**

**WHEREAS**, the Parks and Recreation Department oversees four (4) community centers located in the City: Grove Park, Vergy P. Middleton, Jayne Avenue, and Battlefield Park. Said community centers have fire extinguishers that require a yearly inspection; and

**WHEREAS**, Fisher Fire Extinguisher Service (Fisher) provides fire extinguisher inspection services. Fisher inspected nine (9) fire extinguishers located in these community centers. Fisher submitted an invoice for its inspection services totaling Fifty Dollars (\$50.00); and

**WHEREAS**, Fisher’s fire extinguisher inspection service was verified by Programming Manager Lisa Wilson; and

**WHEREAS**, it is in the best interests of the city that Fisher’s inspection services be ratified, and that Fisher’s invoice be promptly paid.

**IT IS, THEREFORE, ORDERED** that Fisher’s fire extinguisher inspection services are ratified and that payment in the amount of Fifty Dollars (\$50.00) shall be made to Fisher from account no. 005-501.60-6419.

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

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**President Banks** recognized **Willie Owens, Chief of Jackson Fire Department**, who provided a brief overview of said item.

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

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

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE GROVE PARK JUNIOR GOLF CLINIC, INC. FOR THE USE OF THE CITY-OWNED PETE BROWN GOLF FACILITY LOCATED AT 3200 WOODROW WILSON DRIVE.**

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

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

**WHEREAS**, the City of Jackson owns and operates a public golf facility known as the “Pete Brown Golf Facility”; and

**WHEREAS**, the City of Jackson has a policy whereby it does not charge admission to youths under the age of seventeen (17) for use of the “Pete Brown Golf Facility”; and

**WHEREAS**, Grove Park Junior Golf Clinic, Inc., (“Grove Park”) is a non-profit corporation created on July 26, 2006, and is in good standing according to information appearing on the Mississippi Secretary of State’s website; and

**WHEREAS**, Grove Park is comprised of members under the age of seventeen (17) who are interested in or who are participating in its golf clinic programs; and

**WHEREAS**, Grove Park approached the Department of Parks and Recreation concerning the feasibility of utilizing the putting greens and driving range of the “Pete Brown Golf Facility” on Monday through Friday from 8:00 a.m. to 11:30 a.m.; and

**WHEREAS**, The Director of the Department of Parks and Recreation has evaluated Grove Park’s request and has determined that preference for use of the putting greens and driving range, on the days and times listed above, will not substantially impact the use of the “Pete Brown Golf Facility” by fee paying patrons; and

**WHEREAS**, Grove Park will release, indemnify, and hold the City, its officers, agents, and employees harmless from any claims for bodily injury or property damage arising out of their use of the “Pete Brown Golf Facility”; and

**WHEREAS**, Grove Park will indemnify the City against all damages, liabilities, expenses, and losses arising out of its use of the “Pete Brown Golf Facility”; and

**WHEREAS**, Grove Park will provide the City of Jackson with a Certificate of Liability Insurance naming the City of Jackson as a co-insured with combined limits of not less than one million dollars (\$1,000,000) for bodily injury and property damage; and,

**WHEREAS**, Grove Park’s use of the “Pete Brown Golf Facility” will be non-exclusive and for a limited period of time commencing June 03, 2024, and ending on July 12, 2024; and

**WHEREAS**, Grove Park will not be required to pay fees for use of the “Pete Brown Golf Facility” on Monday through Friday from 8:00 a.m. to 11:30 a.m. consistent with the municipal policy that does not charge fees to youths under the age of seventeen (17); and

**WHEREAS**, the best interests of the City of Jackson would be served by allowing Grove Park’s use of the “Pete Brown Golf Facility” as described above because the use promotes the facility to the public, promotes youths’ engagement in healthy outdoor physical activities, promotes teamwork and camaraderie, and encourages patronage of the facility by the adults who are responsible for supervising the youths’ activities.

**IT IS, THEREFORE, ORDERED** that the Mayor shall be authorized to execute an Agreement with Grove Park for the use of the “Pete Brown Golf Facility” putting greens and driving range on Monday through Friday between the hours of 8:00 a.m. to 11:30 a.m. for a limited period commencing on June 03, 2024, and ending on July 12, 2024.

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

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

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

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

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**ORDER REQUESTING APPROVAL OF FUTURE PROFESSIONAL SERVICES FROM AND PAYMENTS TO PEOPLE'S PLACE ENTERPRISE LLC FOR TREE, LIMB, AND RELATED DEBRIS REMOVAL AND/OR STUMP GRINDING FOR THE PARKS AND RECREATION DEPARTMENT.**

**WHEREAS**, the Parks and Recreation Department oversees fifty-seven (57) city-owned parks throughout Jackson, Mississippi; and

**WHEREAS**, the Parks and Recreation Department also oversees four (4) city-owned community centers, five (5) city-owned gymnasiums, and two (2) city-owned golf facilities; and

**WHEREAS**, each of the city-owned facilities overseen by the Parks and Recreation Department has numerous trees on the premises that, in the event of extreme weather or for other various reasons, may cause hazardous conditions for the youth, citizens, and visitors of the City of Jackson; and

**WHEREAS**, tree, tree limb, and debris cleanup and removal require immediate action due to the risks, dangers, and liabilities involved with delaying such actions; and

**WHEREAS**, People's Place Enterprise LLC is an active vendor (vendor number 401078) with the City of Jackson; and

**WHEREAS**, People's Place Enterprise is a limited liability company, currently in Good Standing with the Mississippi Secretary of the State, created pursuant to the Laws of the State of Mississippi on September 25, 2017; and

**WHEREAS**, People's Place Enterprise has a One Million Dollar (\$1,000,000.00) Commercial General Liability Insurance Policy, naming the City of Jackson as a certificate holder (additional insured); and

**WHEREAS**, in years past, the City primarily used various vendors for tree, tree limb, and debris removal services, however proceeding in that manner introduced several delays in obtaining and paying for the services, which, in turn, created scenarios where fallen trees and tree limbs remained in place for extended periods of time thereby endangering citizens and subjecting the City to liability; and

**WHEREAS**, People's Place Enterprise has specialized tools and equipment and sufficient personnel to provide the above-described professional services as well as a fast response time; and

**WHEREAS**, the Parks and Recreation Department desires to obtain preapproval to receive People's Place Enterprise's professional tree removal services along with the approval to make payments for said services to allow for the quick removal of fallen trees, limbs, and debris, thereby reducing potential harm to citizens, and reducing the City's liability for such fallen trees and limbs; and

**WHEREAS**, People's Place Enterprise submitted a quote that estimates a charge of approximately Eight Hundred to Twelve Hundred Dollars (\$800.00 - \$1,200.00) for the removal and hauling away of small trees; and

**WHEREAS**, People's Place Enterprise submitted a quote that estimates a charge of approximately Nineteen Hundred to Twenty-Five Hundred Dollars (\$1,900.00 - \$2,500.00) for the removal and hauling away of large trees; and

**WHEREAS**, People's Place Enterprise submitted a quote that estimates a charge of approximately Two Hundred and Twenty-Five to Five Hundred and Fifty Dollars (\$225.00 - \$550.00) for stump grinding; and

**WHEREAS**, the above quotes include the removal and disposal of all debris associated with the tree removal services; and

**WHEREAS**, the Parks and Recreation Department estimates that the above-described tree and debris removal professional services will cost Twenty-Five Thousand Dollars (\$25,000.00); and



**WHEREAS**, People’s Place Enterprise has agreed to provide detailed invoices whenever its tree removal services are utilized and any other necessary documentation; and

**WHEREAS**, it is in the best interests of the City of Jackson to have a tree and debris removal professional services agreement in place for the rapid removal and cleanup of fallen trees, tree limbs, and related debris in order to provide safe parks and recreational facilities for the youth and citizens of Jackson and to reduce the City’s potential liability.

**IT IS HEREBY ORDERED** that the quotes submitted by People’s Place Enterprise for the above-described tree removal services is approved in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00).

**IT IS FURTHER ORDERED** that People’s Place Enterprise shall submit detailed invoices and any other required documentation to the City any time said professional tree removal services are utilized.

**IT IS FURTHER ORDERED** that People’s Place Enterprise shall not engage in its tree removal services until contacted by the Parks and Recreation Department and a decision is made as to how many large and/or small trees there are to be removed and the number of stumps that will require grinding.

**IT IS FURTHER ORDERED** that the Parks and Recreation Department will follow-up after said tree removal services are completed to verify the correct number of large and/or small trees were removed, to verify the number of stumps that were grinded, and to verify that all related tree debris has been properly hauled away.

**IT IS FURTHER ORDERED** that all future payments for said professional services be made to Rodderick Stutts D/B/A People’s Place Enterprise (vendor no. 401748) from the “Other Professional Services” Category of the Parks and Recreation Budget.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute any document(s) and/or agreement(s) needed to effectuate this Order.

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

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**President Banks** recognized **Abram Muhammad, Director of Parks and Recreation** and **Mayor Chokwe Antar Lumumba**, who provided a brief overview of said item.

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

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

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**President Banks** requested that Agenda Item No. 39 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CITY COLLECTIVE US, LLC FOR MASTER PLANNING SERVICES FOR EUBANKS CREEK.**

**WHEREAS**, the residents of the City of Jackson residing near Eubanks Creek have experienced flash flooding issues that appear to arise from inadequate creek capacity; and

**WHEREAS**, the City of Jackson Department of Public Works desires to retain a firm to provide Master Plan for the Eubanks Creek watershed to alleviate flash flooding issues; and

**WHEREAS**, the City of Jackson has funding remaining from \$500,000.00 grant from the State of Mississippi to address drainage issue along Eubanks Creek; and



**WHEREAS**, the Fondren Renaissance Foundation has recommended the planning and design firm of City Collective US, LLC, whose office 817 West Peachtree Street NW, Suite 200, Atlanta, Georgia 30308, to provide necessary planning and design services for the project; and

**WHEREAS**, City Collective US, LLC will create a master plan and design that 1) crafts an ambitious, yet implementable vision for Eubanks Creek and the immediate surrounding parcels, 2) outlines a step-by-step roadmap for incremental implementation, and 3) clearly identifies discrete infrastructure and public work projects to attract and align funding over time; and

**WHEREAS**, the scope and various task included in the proposed agreement are as follows:

**BASIC SCOPE OF SERVICES.** The Design Team will prepare the Basic Scope of Services over eight key tasks:

**Task 0 – Project Mobilization.** The Design Team will work with the Client to 1) establish a Stakeholder Steering Committee which is to meet periodically, 2) identify and place key meetings and milestones on calendars, and 3) outline on points-on-contact and overall project communication.

**Task 1 – Mission & Goals.** The Design Team will collect, analyze, and summarize our understanding of the project’s mission, goals, and requirements. We will review previous planning documents and new and proposed projects in the area. We will facilitate a working session with the Client to review and receive feedback. The Design Team will also conduct an in-person, all-day site visit.

**Task 2 – Challenges & Opportunities.** The Design Team will collect and summarize the opportunities and challenges for the site and program. We will facilitate a working session with the Client to review and receive feedback.

**Task 3 – Case Studies.** The Design Team will summarize case studies that deploy strategies that overcome similar challenges and/or build on similar opportunities as identified in Task 2. Where relevant, we will utilize case studies with similar market conditions. We will facilitate a working session with the Client to review and receive feedback on the following: reference images, diagrams, and aerial site images.

**Task 4 – Vision & Experience.** The Design Team will prepare a spectrum of big ideas and facilitate a working session with the Client to review and receive feedback on the following: site diagrams and reference images.

**Task 5 – Prototyping & Optioneering.** The Design Team will prepare three high-level master plan framework options and facilitate a working session with the Client to review and receive feedback on the following: sketch site plan, draft phasing plan, draft yield summary, and draft reference images and character sketches.

**Task 6 – Design Reconciliation.** The Design Team will prepare a draft concept master plan and facilitate a working session with the Client to review and receive feedback on the following:

- draft (x1) diagrammatic plan of all of Eubanks Creek (from Lake Hico to Pearl River)
- draft (x1) illustrative site plan of the Eubanks Creek Focus Area (from N State St to Old Canton Rd)
- draft (x4) eye level illustrations
- draft (x1) bird-eye/aerial illustration
- draft (x1) phasing diagram
- draft vision booklet, illustrating the vision and the impact.

**Task 7 – Design Documentation.** The Design Team will prepare the final concept master plan and facilitate one final page-turn style work session with the Client and the development for final feedback on the following:

- (x1) diagrammatic plan of all of Eubanks Creek (from Lake Hico to Pearl River)
- (x1) illustrative site plan of the Eubanks Creek Focus Area (from N State St to Old Canton Rd)

- (x4) eye level illustrations
- (x1) bird-eye/aerial illustration
- (x1) phasing diagram
- vision booklet, illustrating the vision and the impact;

and

**WHEREAS**, City Collective US, LLC proposes to perform the work on the following schedule:

**SCHEDULE.** The Design Team will prepare the Scope of Services over 35 (thirty-five) weeks, as follows:

<u>Task</u>	<u>Name</u>	<u>Duration</u>	<u>Timing</u>
Task 0	Project Mobilization	1 week	July 1 – July 15
Task 1	Mission & Goals	1 week	July 1 – July 15
Task 2	Opportunities & Challenges	2 weeks	July 15 – July 29
Task 3	Case Studies	2 weeks	July 15 – July 29
Task 4	Vision & Experience	2 weeks	July 29 – Aug 12
Task 5	Optioneering & Prototyping	2 weeks	Aug 12 – Aug 26
Task 6	Design Reconciliation	2 weeks	Aug 26 – Sept 9
Task 7	Design Documentation	6 weeks	Sept 9 – Oct 14
	Final Presentation	18 weeks	Oct 14, 2024

**WHEREAS**, the fee for the proposed Basic Scope of Services is a lump sum fee of \$160,000.00, with services being billed in accordance with the percentage of work complete and payable consistent with Mississippi law; and

**WHEREAS**, the basis for the scope of services and the associated cost is based on the following deliverables and meetings:

1. Four hand-watercolored eye-level renderings;
2. One hand-watercolored aerial rendering;
3. Virtual meetings at the City at the end of each task within the scope of work, nine (9) total of 1.5 hours each; and
4. Four case studies; and

**WHEREAS**, the hourly rates for additional services, which are subject to change six (6) months from date of issuance, are as follows:

Managing Director- \$375.00  
Discipline Leader- \$275.00  
Team Leader- \$230.00  
Senior Staff- \$185.00  
Staff- \$140.00  
Administration- \$100.00

And for outside professional consulting services 1.25 times the billed cost to City Collective US, LLC; and

**WHEREAS**, reimbursable expenses are not included in the lump sum fee and will be charged a 1.1 times the amount expended by City Collective; and

**WHEREAS**, the following additional services will be billed as follows, if such additional services are requested by the City:

1. Additional Renderings: The Design Team has found concept master plans typically require a minimum number eye-level renderings and aerial renderings to capture the project's design intent (which is included in the Scope of Services noted in Exhibit C). Some Clients, however, would like to opt into additional renderings as their vision unfolds. This can be provided at an additional fee of \$5,000 per rendering, and depending on when this additional service is requested, may add up to 4 additional weeks to prepare.

2. Fly-Through Animation: An animation can be provided to virtually fly-through your concept master plan. These are between 30 seconds to 1 minute long and have complementary music with some minor text and labels explaining views and design intent. This can be provided at an additional fee of \$20,000 with 4 additional weeks to prepare if opted in by the Client and Design Team at or before execution of this agreement, or \$40,000 with 8 additional weeks to prepare if opted in by the Client and Design Team after execution of this agreement.

3. Concept Master Plan Video: A video can be provided that tells the entire story of your concept master plan. These are typically 2-3 minutes long and includes animation fly-through, animated diagrams, animated master plan, animated phasing diagrams, animated 3D images, and interwoven video clips of real-life similar places. This can be provided at an additional fee of \$40,000 with 6 additional weeks to prepare if opted in by the Client and Design Team at or before execution of this Proposal, or \$70,000 with 10 additional weeks to prepare if opted in by the Client and Design Team after execution of this Proposal.

4. Additional Workshops: The Design Team has found concept master plans typically require engagement with the Client and the end of every task with an in-person workshop, which is included in the Scope of Services. Some Client's, however, find it beneficial to have additional workshops. This can be provided at an additional fee of \$3,000 for in-person workshops and \$1,500 for virtual workshops; and

**WHEREAS**, the agreement may be terminated or suspended as follows:

Either party at any time with or without cause may terminate this Proposal by written notice to the other. Termination shall be effective seven (7) days after the date the notice is received. Upon effective termination, all services provided, and expenses incurred up to and including the date of termination shall be immediately reimbursable, due, and payable to City Collective.

The Client may suspend services at any time by written notice. Suspension shall be effective immediately. In the event of a suspension of services, City Collective shall have no liability for any damages to Client incurred because of such suspension. If the Client suspends the Project, City Collective shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, City Collective shall be compensated for expenses incurred in the interruption and resumption of City Collective's services. City Collective's fees for the remaining services and the time schedules shall be equitably adjusted. If the Client suspends the Project greater than 60 days, City Collective has the right to renegotiate the terms set forth herein.

Termination or suspension of services by City Collective shall in no way relieve Client of its obligation to compensate City Collective for services provided and expenses incurred up to and including the date of termination or suspension.

Any failure of the Client to remit due and unpaid invoices to City Collective under this Agreement shall be cause for City Collective, at its sole discretion, to stop work and withhold Instruments of Services until all due and unpaid invoices, including accrued interest, are received. City Collective shall have no liability for any damages to Client incurred because of such stop of work.

Any failure of the Client to remit due and unpaid invoices to City Collective under this Agreement shall be cause for termination. Written notice shall be issued to the Client seven (7) days prior to any termination of services.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a Professional Services Agreement with City Collective, LLC to provide master planning services for Eubanks Creek, consistent with the terms set forth above, in an amount not to exceed \$160,000.00.

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

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

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

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

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**ORDER REQUESTING APPROVAL AND PAYMENT FOR PROFESSIONAL TRANSPORTATION SERVICES PROVIDED BY DURHAM SCHOOL SERVICES LP FOR THE PARKS AND RECREATION DEPARTMENT’S YOUTH SUMMER PROGRAM.**

**WHEREAS**, Durham School Services LP is a current vendor (vendor number 73357) with the City of Jackson and has previously provided bus transportation services for the City of Jackson Parks and Recreation Department’s Summer Youth Program; and

**WHEREAS**, Durham School Services provided a quote to the Parks and Recreation Department to provide transportation services for staff and youth participants in the Summer Youth Program to attend (4) field trips; and

**WHEREAS**, Durham School Services is a limited partnership, currently in good standing with the Mississippi Secretary of State, formed on December 23, 2002; and

**WHEREAS**, Durham School Services’ quote for the above-described transportation services totals Three Thousand Two Hundred and Thirty Dollars (\$3,230.00), with each event being billed at Ninety-Five Dollars (\$95.00) per hour; and

**WHEREAS**, it is in the best interests of the City of Jackson that these transportation services be approved, and prompt payment made to Durham School Services so that youth attending the City’s Summer Youth Program may attend various field trips.

**IT IS HEREBY ORDERED** that Durham School Services’ above-described transportation services quote is approved and that prompt payment shall be made for said services.

**IT IS FURTHER ORDERED** that payment in the amount of Three Thousand Two Hundred and Thirty Dollars (\$3,230.00) be made to Durham School Services from account number 005-501.60-6419.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute any agreements and/or documents needed to effectuate this Order.

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

President Banks recognized Abram Muhammad, Director of Parks and Recreation, who provided a brief overview of said item.

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

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

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**ORDER ACCEPTING THE DONATION OF A FIREWORKS DISPLAY FROM DOWNTOWN PARTNERS, LLC AND APPROVAL OF FUTURE PROFESSIONAL SERVICES AND PAYMENTS TO ARTISAN, PYROTECHNICS INC., DJ WALTER HURST, SNAPHAPPY FACE PAINTING, AND XTREME JUMPERS LLC FOR THE JUNETEENTH FESTIVAL BEING HELD ON TUESDAY, JUNE 18, 2024, AT THE JACKSON CONVENTION COMPLEX.**

**WHEREAS**, the City of Jackson Parks and Recreation Department annually hosts a family friendly Juneteenth Festival; said Festival will be hosted at the Jackson Convention Center located at 105 East Pascagoula Street on Tuesday, June 18, 2024; and

**WHEREAS**, Downtown Partners, LLC (Downtown Partners) wishes to donate a fireworks display from Artisan Pyrotechnics, Inc (Artisan) to the City for the Juneteenth Festival with no expectation of future favorable treatment from the City and with no intention of influencing or attempting to influence any future City action(s); Downtown Partners donation of the fireworks display arises from its desire to support the City and the Department of Parks and Recreation in their efforts to observe Juneteenth; and

**WHEREAS**, Downtown Partners is a Mississippi limited liability company created April 13, 1995, and is currently in good standing with the Mississippi Secretary of State's Office; and

**WHEREAS**, the Department of Parks and Recreation wishes to accept Downtown Partners' donation of the fireworks display; and

**WHEREAS**, Artisan Pyrotechnics, Inc. (Artisan) is a Mississippi corporation created on December 1, 2004, and is currently in good standing with the Mississippi Secretary of State's Office; Artisan has provided fireworks displays for the City numerous times in the past; and

**WHEREAS**, Mississippi law permits the use of municipal equipment and/or employees to assist with the implementation of a true donation; and

**WHEREAS**, Downtown Partners' donation of the fireworks display is a true donation as it will primarily benefit the City and the City has a current need for the donation; and

**WHEREAS**, a municipality may accept a donation of real property, if it has made the requisite factual findings and as documented its formal acceptance in its minutes; however, a municipality may not accept a donation when the donation conflicts in some manner with public policy, results in an economic detriment to the municipality, or results in an unlawful donation by the municipality; and

**WHEREAS**, Downtown Partners' donation of the fireworks display does not conflict with public policy, does not result in an economic detriment to the City, and does not result in an unlawful donation by the City; and

**WHEREAS**, as part of the Downtown Partners' donation, the Parks and Recreation Department requests that the mayor be authorized to execute Artisan's professional services agreement as the fireworks display needs to be setup on City property; said agreement states that the City is not paying for the fireworks display; and

**WHEREAS**, Artisan, as part of its professional services agreement, agrees to provide the City with bodily injury and property damage insurance coverage of One Million Dollars (\$1,000,000.00) for the Juneteenth fireworks event and agrees to add the City as an additional insured; and

**WHEREAS**, Xtreme Jumpers, LLC provided a quote to provide space jumps that will be available for all youth attendees of the Juneteenth Festival totaling Two Hundred and Fifty Dollars (\$250.00); Xtreme Jumpers has provided space jumps/bouncy houses for City events in the past; and

**WHEREAS**, Xtreme Jumpers is a Mississippi Limited Liability Company created on December 30, 2021, and is currently in good standing with the Mississippi Secretary of State's Office; and

**WHEREAS**, DJ Walter Hurst provided the Parks and Recreation Department with a quote to provide professional DJ services and to provide a 360-degree Photobooth rental to entertain attendees of the Juneteenth Festival totaling Twelve Hundred Dollars (\$1,200.00), Six Hundred Dollars (\$600.00) for the DJ services and Six Hundred Dollars (\$600.00) for the 360-degree Photobooth rental; and

**WHEREAS**, DJ Walter Hurst operates as a Sole Proprietorship and understands that there is no legal distinction between himself and the business entity; and

**WHEREAS**, SnapHappy Face Painting provided the Parks and Recreation Department with a quote to provide professional face painting services that will be available to all Juneteenth Festival attendees totaling Five Hundred and Twenty-Five Dollars (\$525.00); and

**WHEREAS**, Tawny Johnson operates SnapHappy FacePainting as a Sole Proprietorship and understands that there is no legal distinction between herself and the business entity; and

**WHEREAS**, it is in the best interests of the City that it supports and hosts family-friendly events such as the Juneteenth Festival because such events bring the community together in celebration and help promote the City.

**IT IS, THEREFORE, ORDERED** that the City accepts Downtown Partners' donation of the fireworks display and that the Mayor is authorized to execute a professional service agreement with Artisan as discussed in this Order; the quote received from Xtreme Jumpers to provide space jumps for the Juneteenth Festival is approved; the quotes received from DJ Walter Hurst to provide professional DJ services and to provide the rental of a 360-degree Photobooth is approved; the quote received from SnapHappy FacePainting to provide professional face painting services is approved.

**IT IS FURTHER ORDERED** that payment in the amount of Twelve Hundred Dollars (\$1,200.00) be made to DJ Walter Hurst for professional DJ services and for the rental of a 360-degree Photo booth from account no. 005-501.10-6419.

**IT IS FURTHER ORDERED** that payment in the amount of Two Hundred and Fifty Dollars (\$250.00) be made to Xtreme Jumpers for the rental of space jumps from account no. 005-501.10- 6419.

**IT IS FURTHER ORDERED** that payment in the amount of Five Hundred and Twenty-Five Dollars (\$525.00) be made to Tawny E. Johnson D.B.A SnapHappy Face Painting for professional face painting services from account no. 005-501.10-6419.

**IT IS FURTHER ORDERED** that the Mayor be authorized to execute any document(s) and/or agreement(s) needed to effectuate this Order.

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

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**President Banks** recognized **Council Member Stokes** who moved; seconded by **Council Member Grizzell**, to substitute said order with the recommended order provided by City Legal. The motion prevailed by the following votes:

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

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

**ORDER ACCEPTING THE DONATION OF A FIREWORKS DISPLAY FROM DOWNTOWN PARTNERS LLC AND APPROVAL OF FUTURE PROFESSIONAL SERVICES AND PAYMENTS TO ARTISAN PYROTECHNICS INC., DJ WALTER HURST, SNAPHAPPY FACE PAINTING, AND XTREME**

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**JUMPERS LLC FOR THE JUNETEENTH FESTIVAL BEING HELD ON  
TUESDAY, JUNE 18, 2024, AT THE JACKSON CONVENTION COMPLEX.**

**WHEREAS**, the City of Jackson Parks and Recreation Department annually hosts a family-friendly Juneteenth Festival; said Festival will be hosted at the Jackson Convention Center located at 105 East Pascagoula Street on Tuesday, June 18, 2024; and

**WHEREAS**, Downtown Partners, LLC (Downtown Partners) wishes to donate a fireworks display from Artisan Pyrotechnics, Inc. (Artisan) to the City for the Juneteenth Festival with no expectation of future favorable treatment from the City and with no intention of influencing or attempting to influence any future City action(s); Downtown Partners donation of the fireworks display arises from its desire to support the City and the Department of Parks and Recreation in their efforts to observe Juneteenth; and

**WHEREAS**, Downtown Partners is a Mississippi limited liability company created April 13, 1995, and is currently in good standing with the Mississippi Secretary of State's Office; and

**WHEREAS**, the Department of Parks and Recreation wishes to accept Downtown Partners' donation of the fireworks display; and

**WHEREAS**, Artisan Pyrotechnics, Inc. (Artisan) is a Mississippi corporation created on December 1, 2004, and is currently in good standing with the Mississippi Secretary of State's Office; Artisan has provided fireworks displays for the City numerous times in the past; and

**WHEREAS**, Mississippi law permits the use of municipal equipment and/or employees to assist with the implementation of a true donation; and

**WHEREAS**, Downtown Partners' donation of the fireworks display is a true donation as it will primarily benefit the City and the City has a current need for the donation; and

**WHEREAS**, a municipality may accept a donation of real property, if it has made the requisite factual findings and has documented its formal acceptance in its minutes; however, a municipality may not accept a donation when the donation conflicts in some manner with public policy, results in an economic detriment to the municipality, or results in an unlawful donation by the municipality; and

**WHEREAS**, Downtown Partners' donation of the fireworks display does not conflict with public policy, does not result in an economic detriment to the City, and does not result in an unlawful donation by the City; and

**WHEREAS**, as part of the Downtown Partners' donation, the Parks and Recreation Department requests that the mayor be authorized to execute Artisan's professional services agreement as the fireworks display needs to be setup on City property; said agreement states that the City is not paying for the fireworks display; and

**WHEREAS**, Artisan, as part of its professional services agreement, agrees to provide the City with bodily injury and property damage insurance coverage of One Million Dollars (\$1,000,000.00) for the Juneteenth fireworks event and agrees to add the City as an additional insured; and

**WHEREAS**, Xtreme Jumpers, LLC provided a quote to provide space jumps that will be available for all youth attendees of the Juneteenth Festival totaling Two Hundred and Fifty Dollars (\$250.00); Xtreme Jumpers has provided space jumps/bouncy houses for City events in the past; and

**WHEREAS**, Xtreme Jumpers is a Mississippi Limited Liability Company created on December 30, 2021, and is currently in good standing with the Mississippi Secretary of State's Office; and



**WHEREAS**, DJ Walter Hurst provided the Parks and Recreation Department with a quote to provide professional DJ services and to provide a 360-degree Photobooth rental to entertain attendees of the Juneteenth Festival totaling Twelve Hundred Dollars (\$1,200.00), Six Hundred Dollars (\$600.00) for the DJ services and Six Hundred Dollars (\$600.00) for the 360-degree Photobooth rental; and

**WHEREAS**, DJ Walter Hurst operates as a Sole Proprietorship and understands that there is no legal distinction between himself and the business entity; and

**WHEREAS**, SnapHappy FacePainting provided the Parks and Recreation Department with a quote to provide professional face painting services that will be available to all Juneteenth Festival attendees totaling Five Hundred and Twenty-Five Dollars (\$525.00); and

**WHEREAS**, Tawny Johnson operates SnapHappy FacePainting as a Sole Proprietorship and understands that there is no legal distinction between herself and the business entity; and

**WHEREAS**, Thee Baby Tigers provided the Parks and Recreation Department with a quote to provide professional entertainment services at the Juneteenth Festival totaling Two Hundred Dollars (\$200.00); and

**WHEREAS**, Thee Baby Tigers is a non-profit corporation created pursuant to the laws of the State of Mississippi on November 13, 2019, and is currently in good standing with the Mississippi Secretary of State's Office; and

**WHEREAS**, it is in the best interests of the City that it supports and hosts family-friendly events such as the Juneteenth Festival because such events bring the community together in celebration and help promote the City.

**IT IS, THEREFORE, ORDERED** that the City accepts Downtown Partners' donation of the fireworks display and that the Mayor is authorized to execute a professional service agreement with Artisan as discussed in this Order; the quote received from Xtreme Jumpers to provide space jumps for the Juneteenth Festival is approved; the quotes received from DJ Walter Hurst to provide professional DJ services and to provide the rental of a 360-degree Photobooth is approved; the quote received from SnapHappy FacePainting to provide professional face painting services is approved; and the quote received from Thee Baby Tigers for professional entertainment services is approved.

**IT IS FURTHER ORDERED** that payment in the amount of Twelve Hundred Dollars (\$1,200.00) be made to DJ Walter Hurst for professional DJ services and for the rental of a 360-degree Photobooth from account no. 005-501.10-6419.

**IT IS FURTHER ORDERED** that payment in the amount of Two Hundred and Fifty Dollars (\$250.00) be made to Xtreme Jumpers for the rental of space jumps from account no. 005-501.10-6419.

**IT IS FURTHER ORDERED** that payment in the amount of Five Hundred and Twenty-Five Dollars (\$525.00) be made to Tawny E. Johnson D.B.A SnapHappy FacePainting for professional face painting services from account no. 005-501.10-6419.

**IT IS FURTHER ORDERED** that payment in the amount of Two Hundred Dollars (\$200.00) be made to Thee Baby Tigers for professional entertainment services from account no. 005-501.10-6419.

**IT IS FURTHER ORDERED** that the Mayor be authorized to execute any document(s) and/or agreement(s) needed to effectuate this Order.

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



Absent – None.

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**ORDER REVISING THE 2023-2024 FISCAL YEAR BUDGET FOR THE DEPARTMENT OF PARKS AND RECREATION.**

**WHEREAS**, the Department of Parks and Recreation (Parks) requests revisions to its 2023-2024 Fiscal Year Budget (Budget) due to a change in how account number 055-504.10-6464 (“machine/equipment maintenance and repair”) operates; and

**WHEREAS**, when creating Parks’ Budget, funds were allocated to account number 055-504.10-6464 to use for lawn mower and tractor repair and maintenance. In previous Budgets, Parks allocated money to the same account for the same purposes and used that account for lawn mower and tractor repair and maintenance; and

**WHEREAS**, the Finance Department informed Parks in February 2024, that account number 055-504.10-6464 is only to be used for the repair of machinery and should not be used for the repair of lawn mowers and tractors; and

**WHEREAS**, Park Maintenance has several pieces of lawn equipment that need immediate repair and Park Maintenance needs to purchase materials and other supplies for said lawn equipment; and

**WHEREAS**, due to the change in how account number 055-504.10-6464 operates, Parks has Fifty-One Thousand Seven Hundred and Eighty Dollars (\$51,780.00) in said account that it needs to transfer to various other accounts so that Park Maintenance can use the money to make the needed repairs to the City’s lawn equipment; and

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

**WHEREAS**, Parks represents that the Fifty-One Thousand Seven Hundred and Eighty Dollars (\$51,780.00) that it currently seeks to transfer from the “machine/equipment maintenance and repair” account is comprised of unspent funds that are not needed or expected to be needed for the purpose(s) for which said funds were originally appropriated in the Fiscal Year 2023-2024 Budget; and

**WHEREAS**, this intradepartmental transfer of funds is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, because the transfer requested in this Order, added to any previous Fiscal Year 2023-2024 intradepartmental transfers, does not exceed ten percent (10%) of the total budget amount appropriated to Parks’ Fiscal Year 2023-2024 Budget; and

**WHEREAS**, Parks requests that its 2023-2024 Fiscal Year Budget be revised, as follows:

<b>FUNDS TRANSFERRED FROM:</b>		<b>FUNDS TRANSFERRED TO:</b>	
Machine/Equipment Maintenance and Repair		Other Operating Supplies	
055-504.10-6464	\$17,260.00	005-504.10-6299	\$17,260.00
		Motor Vehicle Repair	
055-504.10-6464	\$17,260.00	005-504.10-6316	\$17,260.00
		Other Repair & Maintenance Material(s)	
055-504.10-6464	\$17,260.00	005-504.10-6317	\$17,260.00
<b>Total</b>	<b>\$51,780.00</b>		<b>\$51,780.00</b>

**WHEREAS**, it is in the best interests of the City that Parks' Fiscal Year 2023-2024 budget be revised as shown in the table directly above so that lawn equipment repairs can be made and so that Park Maintenance can purchase materials and other supplies for said lawn equipment.

**IT IS, THEREFORE, ORDERED** that the Department of Parks and Recreation's Fiscal Year 2023-2024 Budget be revised as set forth in the table above.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute any document(s) and/or agreement(s) that may be needed to effectuate this Order.

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

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

Nays – None.

Absent – None.

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There came on for consideration, Agenda Item No. 26:

**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE EVENT LICENSE AGREEMENT WITH THE CAPITAL CITY CONVENTION CENTER COMMISSION TO HOST THE CITY OF JACKSON'S NSD PLANNING EXPO INFORMATION AND NETWORKING EVENT ON APRIL 27, 2024, AND AUTHORIZING PAYMENT IN THE AMOUNT OF SIX THOUSAND SEVEN HUNDRED THIRTY DOLLARS.** Said item was pulled by the Administration.

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There came on for consideration, Agenda Item No. 27:

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT RENTAL AGREEMENT WITH WE MARQUEE, LLC TO INSTALL AND SETUP MARQUEE LETTERS FOR THE NSD PLANNING EXPO TO BE HELD ON APRIL 27, 2024, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND FORTY-EIGHT DOLLARS AND NINETY CENTS (\$1,048.90) TO WE MARQUEE, LLC.** Said item was pulled by the Administration.

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**ORDER AUTHORIZING THE MAYOR TO EXPEND 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FAÇADE IMPROVEMENTS TO 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 (HUD) 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**, on August 3, 2021, the Jackson City Council authorized the Mayor to submit to the U.S. Department of Housing and Urban Development (HUD) the City of Jackson's 2021 One-Year Action Plan of the 2020-2024 Consolidated Plan; and

**WHEREAS**, HUD has allocated CDBG funding for housing, community, and economic development activities; and

**WHEREAS**, on October 1, 2021, the Office of Housing and Community Development (OHCD) was notified by the U.S. Department of Housing and Urban Development (HUD), of CDBG funding in the amount of One Million Eight Hundred Eleven Thousand Nine Hundred Eighty-One Dollars and Zero Cents (\$1,811,981.00); and

**WHEREAS**, OHCD has allocated Sixty-Five Thousand One Hundred Thirty-One Dollars and Zero Cents (\$65,131.00) for small businesses to be utilized for façade improvements; 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 funds for small business enterprises in the City of Jackson for façade improvement expenses in an amount not to exceed Sixty-Five Thousand One Hundred Thirty-One Dollars and Zero Cents (\$65,131.00) for small businesses to be utilized for façade improvements between November 1, 2023 to September 30, 2024.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to expend CDBG funds in a total amount not to exceed Sixty-Five Thousand One Hundred Thirty-One Dollars and Zero Cents (\$65,131.00) for small businesses to be utilized for façade improvements between November 1, 2023 to September 30, 2024, for façade improvements for small business enterprises in the City of Jackson.

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

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

Nays – None.

Absent – None.

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**ORDER AUTHORIZING THE MAYOR TO EXPEND 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FAÇADE IMPROVEMENTS TO 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 (HUD) 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**, on July 19, 2022, the Jackson City Council authorized the Mayor to submit to the U.S. Department of Housing and Urban Development (HUD) the City of Jackson's 2022 One-Year Action Plan of the 2020-2024 Consolidated Plan; and

**WHEREAS**, HUD has allocated CDBG funding for housing, community, and economic development activities; and

**WHEREAS**, on October 1, 2022, the Office of Housing and Community Development (OHCD) was notified by the U.S. Department of Housing and Urban Development (HUD) of CDBG funding in the amount of one million four hundred seventy-nine thousand thirty-one dollars and forty cents (\$1,479,031.40); and

**WHEREAS**, OHCD has allocated one hundred thousand dollars and zero cents (\$100,000.00) for small businesses to be utilized for façade improvements; 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 funds for small business enterprises in the City of Jackson for façade improvement expenses in an amount not to exceed one hundred

thousand dollars and zero cents (\$100,000.00) for small businesses to be utilized for façade improvements between November 1, 2023 to September 30, 2024.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to expend CDBG funds in a total amount not to exceed one hundred thousand dollars and zero cents (\$100,000.00) beginning November 1, 2023, through September 30, 2024, for façade improvements for small business enterprises in the City of Jackson.

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

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

Nays – None.

Absent – None.

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**ORDER ESTABLISHING JUST COMPENSATION, AUTHORIZING ACQUISITION OF A PERMANENT EASEMENT AND PAYMENT OF DAMAGES FOR THE LAUREL STREET AND ST. ANN STREET SEWER EMERGENCY REPAIR, AND AUTHORIZING PAYMENT TO OWNER/GRANTOR BERNARD H. BOOTH, IV.**

**WHEREAS**, pursuant to Section 21-17-1 of the Mississippi Code of 1972, as amended, the City of Jackson, Mississippi, is authorized to sell, convey or hold any real or personal property and to make any such order respecting same that may be conducive to the best interest of the municipality; and

**WHEREAS**, the Real Property Acquisition Policies Law, §§43-31-1, et seq., provides the requirements for acquiring privately owned real property for projects; and

**WHEREAS**, the Department of Public Works discovered a sinkhole caused by the failure of a sewer line running from Lyncrest Avenue to St. Ann Street; and

**WHEREAS**, the failure and sinkhole occurred in the backyard of residential property located at 1509 St. Ann Street and identified on the Hinds County Landroll as Parcel Number 15-151-1 and at 1606 and 1608 Laurel Street, a duplex, identified on the Hinds County Landroll as Parcel Number 15-152; and

**WHEREAS**, the sinkhole irreparably damaged the foundation of a garage structure on the property, which required the garage to be demolished; and

**WHEREAS**, the City of Jackson, Mississippi, through the Department of Public Works and pursuant to Miss. Code Ann. § 43-37-3, in order to make repairs to a sewer line, has sought to acquire a permanent easement over certain real property located in the City of Jackson, Hinds County, Mississippi, identified in the Hinds County Land Records as Parcel Number 15-152 and owned by Bernard H. Booth, IV; and

**WHEREAS**, The City of Jackson, Mississippi, through the Department of Public Works and pursuant to Miss. Code Ann. 43-37-3 (b), and in order to make such repairs to a sewer line running between Lyncrest Avenue and St. Ann Street has made reasonable effort to acquire expeditiously an interest in certain real property located in the City of Jackson, Hinds County, Mississippi, identified in the Hinds County Land Records as Parcel Number 15-152 (Bernard H. Booth, IV); and

**WHEREAS**, the City of Jackson, Mississippi, through the Department of Public Works and pursuant to Miss. Code Ann. 43-37-3(b) and in order to make such repairs to a sewer line and compensate the owner for damages caused by the sewer line failure has obtained an appraisal for a permanent easement over real property located in the City of Jackson, Hinds County, Mississippi, identified on the Hinds County Landroll as Parcel Number 15-152 (Bernard H. Booth, IV, owner of record) damages to said parcel; and

**WHEREAS**, fair market value for a permanent easement over real property located in City of Jackson, Hinds County, Mississippi, being identified as Parcel Number 15-152 (Bernard H.

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Booth, owner of record) needed for repairs to a sewer line and damages to the property caused by the failure of the sewer line is \$31,600.00; and

**WHEREAS**, the Department of Public Works for the City of Jackson, Mississippi, recommends approval of this order to assist in the completion of repairs to one of its sewer lines; and

**WHEREAS**, the Jackson City Council has determined that it is in the best interests of the City of Jackson, Mississippi, that the repairs to the sewer line running between Lyncrest Avenue and St. Ann Street be completed and that completion of said project will similarly benefit the citizens within and to the City of Jackson, Mississippi.

**IT IS, THEREFORE, ORDERED** that just compensation is established in the amount of \$31,600.00 for acquisition of a permanent easement over certain property and damages herein identified as a Parcel Number 15-152 (Bernard H. Booth, owner of record) and that a warrant payable to Bernard H. Booth, IV, as record owner in an amount not to exceed \$31,600.00, be issued and made.

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

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

Nays – None.

Absent – None.

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**ORDER ESTABLISHING JUST COMPENSATION AND AUTHORIZING  
ACQUISITION OF RIGHT-OF-WAY FOR THE MEDGAR EVERS  
BOULEVARD RAISE GRANT PROJECT (PARCEL NO. 405-67, SYLVIA  
LAWSON).**

**WHEREAS**, pursuant to Section 21-17-1 of the Mississippi Code of 1972, as amended, the City of Jackson, Mississippi, is authorized to sell, convey, or hold any real or personal property and to make any such order respecting same that may be conducive to the best interest of the municipality; and

**WHEREAS**, the Real Property Acquisition Policies Law, Sections 43-31-1, et seq. of the Mississippi Code of 1972, as amended, provides the requirements for acquiring privately-owned real property for projects; and

**WHEREAS**, the City requires additional right-of-way for the placement of a bus stop on Medgar Evers Boulevard, which is being installed as a component of the project; and

**WHEREAS**, in order to place a bus stop, the City of Jackson, Mississippi, through the Department of Public Works and pursuant to Section 43-37-3 of the Mississippi Code of 1972, as amended, is seeking to acquire an interest in certain real property located in the City of Jackson, Hinds County, Mississippi, identified in the Hinds County Land Records as Tax Parcel Number 405-67 and owned by Sylvia Lawson; and

**WHEREAS**, the City of Jackson, Mississippi, through the Department of Public Works requested that its design engineer on the project Neel-Schaffer, Inc. have the right-of-way necessary for the project valued and acquired; and

**WHEREAS**, Neel-Schaffer, Inc. directed its subconsultant Integrated Right of Way to perform a valuation of the right-of-way, which provided a report valuing said right-of-way; and

**WHEREAS**, the valuation contained in the report was prepared pursuant to statutory authorization by Section 43-7-3 of the Mississippi Code of 1972, as amended: "[T]he acquiring ... agency ... may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of Ten Thousand Dollars (\$ 10,000.00) or less..."; and Section 24.102 of Title 49 of the Code of Federal Regulations provides: "(2) An appraisal is not required if: ... (ii) The Agency determines

that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data ... (A) When an appraisal is determined to be unnecessary, the Agency shall prepare a waiver valuation...;" and under authority of the Section 43-37-3 of the Mississippi Code of 1972, as amended, to adopt procedures in compliance with federal regulations, and in accordance with 49 CFR 24.102, Appendix A: "Waiver valuations are not appraisals as defined by the Uniform Act and these regulations [42 U.S.C §4601, et seq., and 49 CFR Part 24]; therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule...;" and

**WHEREAS**, therefore, pursuant to federal regulation and state law, the valuation provided to the City was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice; and

**WHEREAS**, just compensation for right-of-way over real property located in the City of Jackson, Hinds County, Mississippi, being identified as Parcel Number 405-67 (Sylvia Lawson, owner of record) needed for the placement of a bus stop is \$500.00; and

**WHEREAS**, the Jackson City Council has determined that it is in the best interests of the City of Jackson, Mississippi that a bus stop be placed on Medgar Evers Boulevard and that completion of said project will similarly benefit the citizens within and the City of Jackson, Mississippi.

**IT IS, THEREFORE, ORDERED** that just compensation is established in the amount of \$500.00 for acquisition of right-of-way over certain property herein identified as Parcel Number 405-67 (Sylvia Lawson, owner of record) for the purpose of the placement of a bus stop on Medgar Evers Boulevard.

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

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**President Banks** recognized **Louis Wright, Chief Administrative Officer** who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

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**ORDER ESTABLISHING JUST COMPENSATION AND AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT (PARCEL NO. 408-487, CONNIE HENDERSON).**

**WHEREAS**, pursuant to Section 21-17-1 of the Mississippi Code of 1972, as amended, the City of Jackson, Mississippi, is authorized to sell, convey, or hold any real or personal property and to make any such order respecting same that may be conducive to the best interest of the municipality; and

**WHEREAS**, the Real Property Acquisition Policies Law, Sections 43-31-1, et seq. of the Mississippi Code of 1972, as amended, provides the requirements for acquiring privately-owned real property for projects; and

**WHEREAS**, the City requires additional right-of-way for the placement of a bus stop on Medgar Evers Boulevard, which is being installed as a component of the project; and

**WHEREAS**, in order to place a bus stop, the City of Jackson, Mississippi, through the Department of Public Works and pursuant to Section 43-37-3 of the Mississippi Code of 1972, as amended, is seeking to acquire an interest in certain real property located in the City of Jackson,



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Hinds County, Mississippi, identified in the Hinds County Land Records as Tax Parcel Number 408-487 and owned by Connie Henderson; and

**WHEREAS**, the City of Jackson, Mississippi, through the Department of Public Works requested that its design engineer on the project Neel-Schaffer, Inc. have the right-of-way necessary for the project valued and acquired; and

**WHEREAS**, Neel-Schaffer, Inc. directed its subconsultant Integrated Right of Way to perform a valuation of the right-of-way, which provided a report valuing said right-of-way; and

**WHEREAS**, the valuation contained in the report was prepared pursuant to statutory authorization by Section 43-7-3 of the Mississippi Code of 1972, as amended: "[T]he acquiring ... agency ... may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of Ten Thousand Dollars (\$10,000.00) or less..."; and Section 24.102 of Title 49 of the Code of Federal Regulations provides: "(2) An appraisal is not required if: ... (ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000.00 or less, based on a review of available data ... (A) When an appraisal is determined to be unnecessary, the Agency shall prepare a waiver valuation..." and under authority of the Section 43-37-3 of the Mississippi Code of 1972, as amended, to adopt procedures in compliance with federal regulations, and in accordance with 49 CFR 24.102, Appendix A: "Waiver valuations are not appraisals as defined by the Uniform Act and these regulations [42 U.S.C §4601, et seq., and 49 CFR Part 24]; therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule..." and

**WHEREAS**, therefore, pursuant to federal regulation and state law, the valuation provided to the City was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice; and

**WHEREAS**, just compensation for right-of-way over real property located in the City of Jackson, Hinds County, Mississippi, being identified as Parcel Number 408-487 (Connie Henderson, owner of record) needed for the placement of a bus stop is \$500.00; and

**WHEREAS**, the Jackson City Council has determined that it is in the best interests of the City of Jackson, Mississippi that a bus stop be placed on Medgar Evers Boulevard and that completion of said project will similarly benefit the citizens within and the City of Jackson, Mississippi.

**IT IS, THEREFORE, ORDERED** that just compensation is established in the amount of \$500.00 for acquisition of right-of-way over certain property herein identified as Parcel Number 408-487 (Connie Henderson, owner of record) for the purpose of the placement of a bus stop on Medgar Evers Boulevard.

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

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

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**ORDER ESTABLISHING JUST COMPENSATION AND AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT (PARCEL NO. 405-57, ARTHUR L. & FANNIE M. BENNETT).**

**WHEREAS**, pursuant to Section 21-17-1 of the Mississippi Code of 1972, as amended, the City of Jackson, Mississippi, is authorized to sell, convey, or hold any real or personal property and to make any such order respecting same that may be conducive to the best interest of the municipality; and

**WHEREAS**, the Real Property Acquisition Policies Law, Sections 43-31-1, et seq. of the Mississippi Code of 1972, as amended, provides the requirements for acquiring privately-owned real property for projects; and

**WHEREAS**, the City requires additional right-of-way for the placement of a bus stop on Medgar Evers Boulevard, which is being installed as a component of the project; and

**WHEREAS**, in order to place a bus stop, the City of Jackson, Mississippi, through the Department of Public Works and pursuant to Section 43-37-3 of the Mississippi Code of 1972, as amended, is seeking to acquire an interest in certain real property located in the City of Jackson, Hinds County, Mississippi, identified in the Hinds County Land Records as Tax Parcel Number 405-57 and owned by Arthur L. & Fannie M. Bennett; and

**WHEREAS**, the City of Jackson, Mississippi, through the Department of Public Works requested that its design engineer on the project Neel-Schaffer, Inc. have the right-of-way necessary for the project valued and acquired; and

**WHEREAS**, Neel-Schaffer, Inc. directed its subconsultant Integrated Right of Way to perform a valuation of the right-of-way, which provided a report valuing said right-of-way; and

**WHEREAS**, the valuation contained in the report was prepared pursuant to statutory authorization by Section 43-7-3 of the Mississippi Code of 1972, as amended: "[T]he acquiring ... agency ... may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of Ten Thousand Dollars (\$10,000.00) or less..."; and Section 24.102 of Title 49 of the Code of Federal Regulations provides: "(2) An appraisal is not required if: ... (ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000.00 or less, based on a review of available data ... (A) When an appraisal is determined to be unnecessary, the Agency shall prepare a waiver valuation...;" and under authority of the Section 43-37-3 of the Mississippi Code of 1972, as amended, to adopt procedures in compliance with federal regulations, and in accordance with 49 CFR 24.102, Appendix A: "Waiver valuations are not appraisals as defined by the Uniform Act and these regulations [42 U.S.C §4601, et seq., and 49 CFR Part 24]; therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule...;" and

**WHEREAS**, therefore, pursuant to federal regulation and state law, the valuation provided to the City was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice; and

**WHEREAS**, just compensation for right-of-way over real property located in the City of Jackson, Hinds County, Mississippi, being identified as Parcel Number 405-57 (Arthur L. & Fannie M. Bennett, owners of record) and damages to the property needed for the placement of a bus stop is \$1,200.00; and

**WHEREAS**, the Jackson City Council has determined that it is in the best interests of the City of Jackson, Mississippi that a bus stop be placed on Medgar Evers Boulevard and that completion of said project will similarly benefit the citizens within and the City of Jackson, Mississippi.

**IT IS, THEREFORE, ORDERED** that just compensation is established in the amount of \$1,200.00 for acquisition of right-of-way over certain property herein identified as Parcel Number 405-57 (Arthur L. & Fannie M. Bennett, owners of record) and damages to said parcel for the purpose of the placement of a bus stop on Medgar Evers Boulevard.

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

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

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**ORDER ESTABLISHING JUST COMPENSATION AND AUTHORIZING  
ACQUISITION OF RIGHT-OF-WAY FOR THE MEDGAR EVERS  
BOULEVARD RAISE GRANT PROJECT (PARCEL NO. 408-486, PHOENIX 2  
ENTERPRISE, LLC).**

**WHEREAS**, pursuant to Section 21-17-1 of the Mississippi Code of 1972, as amended, the City of Jackson, Mississippi, is authorized to sell, convey, or hold any real or personal property and to make any such order respecting same that may be conducive to the best interest of the municipality; and

**WHEREAS**, the Real Property Acquisition Policies Law, Sections 43-31-1, et seq. of the Mississippi Code of 1972, as amended, provides the requirements for acquiring privately-owned real property for projects; and

**WHEREAS**, the City requires additional right-of-way for the placement of a bus stop on Medgar Evers Boulevard, which is being installed as a component of the project; and

**WHEREAS**, in order to place a bus stop, the City of Jackson, Mississippi, through the Department of Public Works and pursuant to Section 43-37-3 of the Mississippi Code of 1972, as amended, is seeking to acquire an interest in certain real property located in the City of Jackson, Hinds County, Mississippi, identified in the Hinds County Land Records as Tax Parcel Number 408-486 and owned by Phoenix 2 Enterprise, LLC; and

**WHEREAS**, the City of Jackson, Mississippi, through the Department of Public Works requested that its design engineer on the project Neel-Schaffer, Inc. have the right-of-way necessary for the project valued and acquired; and

**WHEREAS**, Neel-Schaffer, Inc. directed its subconsultant Integrated Right of Way to perform a valuation of the right-of-way, which provided a report valuing said right-of-way; and

**WHEREAS**, the valuation contained in the report was prepared pursuant to statutory authorization by Section 43-7-3 of the Mississippi Code of 1972, as amended: "[T]he acquiring ... agency ... may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of Ten Thousand Dollars (\$10,000.00) or less..."; and Section 24.102 of Title 49 of the Code of Federal Regulations provides: "(2) An appraisal is not required if: ... (ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000.00 or less, based on a review of available data ... (A) When an appraisal is determined to be unnecessary, the Agency shall prepare a waiver valuation...;" and under authority of the Section 43-37-3 of the Mississippi Code of 1972, as amended, to adopt procedures in compliance with federal regulations, and in accordance with 49 CFR 24.102, Appendix A: "Waiver valuations are not appraisals as defined by the Uniform Act and these regulations [42 U.S.C §4601, et seq., and 49 CFR Part 24]; therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule...;" and

**WHEREAS**, therefore, pursuant to federal regulation and state law, the valuation provided to the City was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice; and

**WHEREAS**, just compensation for right-of-way over real property located in the City of Jackson, Hinds County, Mississippi, being identified as Parcel Number 408-486 (Phoenix 2 Enterprise, LLC, owner of record) needed for the placement of a bus stop is \$500.00; and

**WHEREAS**, the Jackson City Council has determined that it is in the best interests of the City of Jackson, Mississippi that a bus stop be placed on Medgar Evers Boulevard and that completion of said project will similarly benefit the citizens within and the City of Jackson, Mississippi.

**IT IS, THEREFORE, ORDERED** that just compensation is established in the amount of \$500.00 for acquisition of right-of-way over certain property herein identified as Parcel Number

408-486 (Phoenix 2 Enterprise, LLC, owner of record) for the purpose of the placement of a bus stop on Medgar Evers Boulevard.

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

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

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**ORDER ACCEPTING THE BID OF HOL-MAC CORPORATION FOR ONE (1) PACMAC KNUCKLE BOOM TRASH LOADER AND DUMP BODY, FOR A TOTAL COST OF \$252,766.30 (BID NO. 07208- 040224).**

**WHEREAS**, sealed bids for a trash truck and knuckle boom were opened on April 02, 2024, wherein six (6) bids were received; and

**WHEREAS**, the Infrastructure Management Division of the Department of Public Works, will use the dump truck for transportation and removal of debris, the transportation of gravel and top soil for repairs, and transportation of the storm water lines throughout the City of Jackson for various improvement projects; and

**WHEREAS**, the staff of the Infrastructure Management Division has reviewed the bid and recommends that the governing authorities deem the bid of Hol-Mac Corporation of MS, 160 Commerce Drive, Bay Springs, MS 39422, received April 02, 2024, in the amount of \$252,766.30, to be the lowest and best bid received.

**IT IS, THEREFORE, ORDERED** that the bid of Hol-Mac Corporation of MS, received April 02, 2024, for one PacMac knuckle boom trash loader with bulky hauler, in the amount of \$252,766.30, is accepted as the lowest and best bid received, it being determined that said bid meets the City specifications.

**IT IS FURTHER ORDERED** that payment for said equipment be made from the Solid Waste Enterprise Fund.

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

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

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #2 TO THE CONTRACT OF DICKERSON & BOWEN, INC. FOR CONSTRUCTION OF STREET RESURFACING PROJECT PHASE 1A.**

**WHEREAS**, the City of Jackson executed a contract with Dickerson & Bowen, Inc. for Street Resurfacing Project Phase 1A; and

**WHEREAS**, the original resurfacing project was intended to include additional streets in Phase 1A, which were removed from the project because JXN Water, Inc. planned to repair or replace water lines on these streets while the Phase 1A was scheduled to be under construction; and

**WHEREAS**, the City and the Special Sales Tax Commission have since learned that JXN Water, Inc. has completed its water line repairs or replacements for these streets; and

**WHEREAS**, these streets are in proximity to streets that will already be paved, which will provide efficiency and savings to the City for the cost of the work; and

**WHEREAS**, the proposed Change Order #2 includes the following additional streets for resurfacing because JXN Water, Inc. has completed its water line repairs:

- Lamar Street (George Street to Whitfield Street);
- Livingston Street (Mill Street to West Street);
- Bell Street (Mill Street to Crestview Street);
- Pinehurst Street (State Street to Dead End);
- Poplar Boulevard (State Street to Dead End);
- Manship Street (State Street to Monroe Street);
- St. Ann Street (Riverside Drive to Dead End);
- St. Mary Street (Poplar Boulevard to Laurel Street);
- Avondale Street (Old Canton to Hawthorn Drive);
- Hawthorn Drive (Old Canton to Avondale Street); and

**WHEREAS**, as construction progressed, the contractor, engineer, and the Special Sales Tax Commission found that the curb and gutter on many streets was in poorer condition than anticipated; and

**WHEREAS**, in order to restore proper street drainage and provide a quality product, proposed Change Order #2 adds 36,931 linear feet of curb and gutter to the project; and

**WHEREAS**, the Department of Public Works recommends acceptance of Change Order #2 to the contract Dickerson & Bowen, Inc. in the amount of \$5,429,050.42 to increase the quantities in the contract to complete the project as modified.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute Change Order #2 to the contract of Dickerson & Bowen, Inc. for the Street Resurfacing Project Phase 1A, increasing the contract not to exceed amount by \$5,429,050.42 to a total of \$10,596,355.58 and adding 354 calendar days to the contract time to revise the contract completion date to March 31, 2025.

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

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

Nays – None.

Absent – None.

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**ORDER AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT WITH COOKE DOUGLASS FARR LEMONS ARCHITECTS + ENGINEERS PA ("CDFL") FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR CONTINUED RENOVATION AND EXPANSION CONSTRUCTION PROJECT OF THE PLANATERIUM FOR THE CITY OF JACKSON, MISSISSIPPI.**

**WHEREAS**, the Department of Human and Cultural Services obtained architectural design services from CDFL to renovate and upgrade Thalia Mara Hall in advance of the USA International Ballet Completion; and

**WHEREAS**, the State of Mississippi 2022 Legislature had allocated \$2,000,000.00 (two million dollars) to renovate and upgrade Thalia Mara Hall; and

**WHEREAS**, the Friends of Thalia Mara Hall and Community Foundation for Mississippi contracted with CDFL and covered the expenses for the design development phase of this construction project in an effort to expedite the overall process; and

**WHEREAS**, the Friends of Thalia Mara Hall and Community Foundation for Mississippi had assigned their agreement with CDFL to the City of Jackson; and

**WHEREAS**, the Friends of Thalia Mara Hall and Community Foundation for Mississippi are planning to continue the renovations, repairs and upgrades to Thalia Mara Hall; and

**WHEREAS**, the remaining funds from the State of Mississippi 2022 Legislature allocation are approximately \$450,000.00 to renovate and upgrade Thalia Mara Hall; and

**WHEREAS**, the State of Mississippi 2023 Legislature had allocated additional funding in the amount of \$1,500,000.00 (One Million Five Hundred Thousand Dollars) to continue the renovations, repairs and upgrades at Thalia Mara Hall; and

**WHEREAS**, CDFL will continue to use their knowledge and expertise in design and within Thalia Mara Hall to historically create effective upgrades and improvements to the facility that are much needed to elevate the patron experience; and

**WHEREAS**, the Department of Human and Cultural Services further recommends that the City Council authorize the Mayor to execute Amendment No. 1 to the contract with CDFL for continued architectural and engineering services; and

**WHEREAS**, the City agrees to compensate CDFL for the architectural and engineering services provided under this agreement at a fee not to exceed \$122,500.00; and

**WHEREAS**, the City and CDFL agree the renovations, repairs and upgrades will be ready for occupancy on or before June 30, 2026.

**IT IS, THEREFORE, ORDERED** that the City of Jackson accepts the assignment of the contract and Amendment No. 1 between CDFL and Friends of Thalia Mara and the Community Foundation of Mississippi.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute Amendment No. 1 to the contract with CDFL to provide continued architectural and engineering services for the renovations, repairs and upgrades to Thalia Mara Hall.

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

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**President Banks** recognized **Vice President Lee** who moved; seconded by **Council Member Grizzell**, to amend said order replacing "Planetarium" with "Thalia Mara Hall" throughout the order.

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

Nays – None.

Absent – None.

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

**ORDER AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT WITH  
COOKE DOUGLASS FARR LEMONS ARCHITECTS + ENGINEERS PA  
("CDFL") FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR  
CONTINUED RENOVATION AND EXPANSION CONSTRUCTION  
PROJECT OF THALIA MARA HALL FOR THE CITY OF JACKSON,  
MISSISSIPPI.**

**WHEREAS**, the Department of Human and Cultural Services obtained architectural design services from CDFL to renovate and upgrade Thalia Mara Hall in advance of the USA International Ballet Completion; and

**WHEREAS**, the State of Mississippi 2022 Legislature had allocated \$2,000,000.00 (two million dollars) to renovate and upgrade Thalia Mara Hall; and

**WHEREAS**, the Friends of Thalia Mara Hall and Community Foundation for Mississippi contracted with CDFL and covered the expenses for the design development phase of this construction project in an effort to expedite the overall process; and



**WHEREAS**, the Friends of Thalia Mara Hall and Community Foundation for Mississippi had assigned their agreement with CDFL to the City of Jackson; and

**WHEREAS**, the Friends of Thalia Mara Hall and Community Foundation for Mississippi are planning to continue the renovations, repairs and upgrades to Thalia Mara Hall; and

**WHEREAS**, the remaining funds from the State of Mississippi 2022 Legislature allocation are approximately \$450,000.00 to renovate and upgrade Thalia Mara Hall; and

**WHEREAS**, the State of Mississippi 2023 Legislature had allocated additional funding in the amount of \$1,500,000.00 (One Million Five Hundred Thousand Dollars) to continue the renovations, repairs and upgrades at Thalia Mara Hall; and

**WHEREAS**, CDFL will continue to use their knowledge and expertise in design and within Thalia Mara Hall to historically create effective upgrades and improvements to the facility that are much needed to elevate the patron experience; and

**WHEREAS**, the Department of Human and Cultural Services further recommends that the City Council authorize the Mayor to execute Amendment No. 1 to the contract with CDFL for continued architectural and engineering services; and

**WHEREAS**, the City agrees to compensate CDFL for the architectural and engineering services provided under this agreement at a fee not to exceed \$122,500.00; and

**WHEREAS**, the City and CDFL agree the renovations, repairs and upgrades will be ready for occupancy on or before June 30, 2026.

**IT IS, THEREFORE, ORDERED** that the City of Jackson accepts the assignment of the contract and Amendment No. 1 between CDFL and Friends of Thalia Mara and the Community Foundation of Mississippi.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute Amendment No. 1 to the contract with CDFL to provide continued architectural and engineering services for the renovations, repairs and upgrades to Thalia Mara Hall.

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

Nays – Hartley and Stokes.

Absent – None.

\*\*\*\*\*

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

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

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

**WHEREAS**, the services set forth in certain invoices attached hereto were provided to the City's buildings; and

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

**IT IS, THEREFORE, ORDERED** that payment to the following vendors in the amounts set forth be made, consistent with the attached invoices: Global Sector Security, LLC \$202.50, A Complete Flag Source \$250.00, Total \$452.50.

**SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY, JUNE 4, 2024 6:00 P.M.**

383

*001.418.10.6317*

**Global Sector Security LLC**  
3953 Underwood Drive  
Flowood, MS 39232

**Invoice**

Date	Invoice #
11/16/2023	66847

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

Quantity	Description	Rate	Amount
1.5	Labor Hour	135.00	202.50T
	Service Call Disconnect Devom For Construction On Arts Center Non-Taxable	0.00%	0.00
It's been a pleasure working with you!			<b>Invoice Total</b> \$202.50

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

Phone #	Fax #
6019824585	601-982-4991

*001.418.10.6317  
453 00. 6461*

**A Complete Flag Source,**

**Invoice**

5295 I55 North Ste A  
Jackson, MS 39206

Date	Invoice #
2/9/2024	46378

601-362-9333

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

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

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

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

<b>Fax #</b> 601-362-93...	<b>E-mail</b> sales2@completeflags....	<b>All accounts over 30 days are subject to a late penalty of 1.7% per month (21%)</b>	<b>Total</b> \$250.00
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Council Member Grizzell moved adoption; Council Member Hartley seconded.

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

Nays – None.

Absent – None.

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**ORDER DECLARING PARCEL #420-6 SURPLUS PROPERTY AND AUTHORIZING DISPOSAL OF SAME TO AGAPE CHRISTIAN FELLOWSHIP CHURCH FOR DEVELOPMENT OF A CHURCH.**

**WHEREAS**, pursuant to an Order passed by the Jackson City Council on October 20, 2015, parcel number 420-6 (property) was declared as surplus property with Agape Community Development Corporation (Agape) being awarded the property after making a successful bid for said property; and

**WHEREAS**, said property bears the following legal description:

*Beg N/W corner Lot 50 Brinkley Place Subn E 321.87 ft N 250.03 ft W 380.42 ft. S 195.53 ft SE/ly 78.93 ft to POB pt NW ¼ NE ¼ Sec 21 T6N R1E less to St N/side \*\*NORTHSIDE DRIVE\*\* P#426-6 Hinds County, Mississippi Parcel / PPIN: 4206; and*

**WHEREAS**, a Quitclaim Deed conveying the property from the City to Agape was filed on December 14, 2015, in Book 7183 Page 8684 in the land records of the Chancery Court for the First Judicial District of Hinds County, Mississippi; and

**WHEREAS**, Agape planned to construct a church on said property; and

**WHEREAS**, said Deed contained a reverter clause that gave Agape two (2) years from the date the Deed was filed to begin construction of the church, or the property would revert to the City's ownership automatically; and

**WHEREAS**, Agape was not able to begin construction of the church within the two (2) year required timeframe, as such, the property automatically reverted to the City without the need for any legal proceedings; and

**WHEREAS**, Agape still desires to construct a church on the property and no city department has expressed a municipal need for the property; and

**WHEREAS**, the previous request for bids for said property ran for the required three (3) weeks in the Mississippi Link. Agape was the only entity to submit a bid for the property, as such, that bid was the highest and best bid; and

**WHEREAS**, it is in the best interests of the City that parcel number 420-6, which consists of a vacant lot on West Northside Drive, and which has already been found to be surplus property, be conveyed to Agape with the same reverter clause found in the previous Quitclaim Deed.

**IT IS, THEREFORE, ORDERED** that pursuant to the terms of Section 21-17-1(2)(a) of the Mississippi Code Annotated (1972), as amended, the City accepts the bid of Agape as the best bid.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute a quitclaim deed, which shall contain a reverter clause as discussed in this Order, conveying the property from the City to Agape Christian Fellowship Church.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute any document(s) and/or agreement(s) that may be required to effectuate this Order.

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

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

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH  
FRANCES ASHLEY TO PROVIDE ADMINISTRATIVE SUPPORT FOR THE  
CIVIL SERVICE COMMISSION.**

**WHEREAS**, Mississippi Code § 21-31-1, et seq., mandate the creation of a civil service commission in the City of Jackson; and

**WHEREAS**, the Mayor appoints a Civil Service Commission, composed of three qualified citizens of the City, to serve for terms of six years each; and

**WHEREAS**, Mississippi Code § 21-31-9 charges the Civil Service Commission with conducting examinations, appointments, promotions, transfers, reinstatements, demotions, suspensions and discharges of the municipality; and also grants the Commission the power to conduct investigations, and make reports on all matters touching the enforcement and effect of the provisions of Mississippi Code Sections 21-31-1 through 21-31-27, and the rules and regulations prescribed by those sections; and also grants the Commission the power to investigate all complaints which must be reduced to writing, subpoena witnesses, administer oaths, and conduct hearings; and also permits the Commission to provide for any other matter connected with the general subject of personnel administration, and which may be considered desirable to further carry out the general purposes of Sections 21-31-1 through 21-31-27; and

**WHEREAS**, Mississippi Code § 21-31-11 requires the municipal authorities to provide the commission with suitable and convenient rooms and accommodations and cause the same to be furnished, heated and lighted and supplied with all office supplies and equipment necessary to carry on the business of the commission and with such clerical assistance as may be necessary, commensurate with the number of persons subject to civil service laws; and the failure of the municipal authorities to do so shall be considered a violation of Mississippi law, punishable as such; and

**WHEREAS**, the Civil Service Commission is required by Mississippi Code § 21-31-7 and the City's Civil Service Commission rules to appoint a secretary and may also appoint such other administrative subordinates as may be necessary; and

**WHEREAS**, the secretary of the Civil Service Commission is required to keep the records and preserve all reports made to the commission, and also a record of all examinations held under the direction of the board of examiners, and perform such other duties as the commission may prescribe; and

**WHEREAS**, the City has previously provided a budget amount within the Office of the City Attorney to provide for the above requirements for the Civil Service Commission; and

**WHEREAS**, the Civil Service Commission desires to hire Frances Ashley to provide clerical, secretarial, and other administrative duties for the Commission as directed by the Commission; and

**WHEREAS**, Frances Ashley has indicated a willingness to enter into a contract with the City to provide the above-described duties to the Civil Service Commission; and

**WHEREAS**, the terms of the City's proposed contract with Ms. Ashley are that she be hired on an at-will, part-time basis, to be paid a rate of \$16.72 per hour, without civil service protection or City benefits, and not to work more than 50 (fifty) hours per month; and

**WHEREAS**, Ms. Ashley's contract will not be for a specified term, but shall continue month to month at the discretion of the Civil Service Commission, the Office of the City Attorney,

or the Mayor, with thirty-days' notice to be given to Ms. Ashley for the termination of the contract; and

**WHEREAS**, Ms. Ashley will keep track of her time worked and submit a written invoice by the last day of each month to the Office of the City Attorney, addressed to Mable Coleman; and

**WHEREAS**, the monthly invoices will describe in reasonable detail the dates on which Ms. Ashley worked, the number of hours worked on each date, and a description of the work performed on each date; and

**WHEREAS**, the Office of the City Attorney will submit the monthly invoices for payment promptly upon receipt, with the expectation that the invoices will be paid within 15 (fifteen) to 45 (forty-five) days of receipt; and

**WHEREAS**, Ms. Ashley will provide the Office of the City Attorney with a current mailing address, email address, and phone number; and

**WHEREAS**, the best interest of the City of Jackson would be served by authorizing the Mayor of the City of Jackson to execute a contract with Frances Ashley for the purposes and on the terms described in this Order.

**IT IS, THEREFORE, ORDERED** that the Mayor shall be authorized to execute a contract with Frances Ashley to provide clerical, secretarial, and other administrative duties for the Civil Service Commission as directed by the Civil Service Commission, beginning in June, 2024.

**IT IS FURTHER ORDERED** that a sum not to exceed \$10,032.00 may be paid to Frances Ashley for the first twelve months of this contract.

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

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

Nays – None.

Absent – None.

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**ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE MATTER OF “ROGER AND LINDA SUE FULLER ON BEHALF OF THE WRONGFUL DEATH HEIRS OF STEVIE K. FULLER V. CITY OF JACKSON, MISSISSIPPI” IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 18-257-EFP.**

**WHEREAS**, on October 8, 2018, Roger and Linda Sue Fuller filed a Complaint in the Circuit Court of Hinds County, Mississippi, First Judicial District against the City of Jackson, Mississippi alleging negligence relative to a fatal motor vehicle collision that occurred on May 9, 2017; and

**WHEREAS**, the parties, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit; and

**WHEREAS**, the Office of the City Attorney is recommending the City of Jackson fully and finally resolve the aforementioned lawsuit for \$160,000.00 in return for a complete release of the City of Jackson, Mississippi from the lawsuit; and

**WHEREAS**, such settlement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi; and

**WHEREAS**, based on the economic value to the City of Jackson and without admitting any liability, it is in the best interest of the citizenry that the City of Jackson resolve this matter through settlement.

**NOW, THEREFORE, IT IS HEREBY ORDERED** by the City Council of the City of Jackson, Mississippi, that the City should and is hereby authorized to settle all claims for \$160,000.00 in the lawsuit styled *Roger and Linda Sue Fuller on Behalf of the Wrongful Death Heirs of Stevie J. Fuller v. City of Jackson, Mississippi; In the Hinds County Circuit Court, First Judicial District; Cause No.: 18-257-EFP*; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount, to the Plaintiffs and their Counsel, as full and final settlement of this matter.

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

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**President Banks** recognized **Sheridan Carr, Special Assistant to the City Attorney**, who provided a brief overview of said item.

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

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

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**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE 61<sup>ST</sup> ANNIVERSARY OBSERVANCE OF THE MEDGAR WILEY EVERS HOMECOMING.**

**WHEREAS**, the Medgar Wiley Evers Homecoming activities will recognize the sixty-first anniversary of the assassination of Mr. Medgar Wiley Evers which occurred in Jackson, Mississippi on June 12, 1963; and

**WHEREAS**, Medgar Evers was field secretary for the NAACP in Mississippi, a civil rights advocate, and a trailblazer for voting rights and humanitarian efforts on behalf of poor and disenfranchised Mississippians; and

**WHEREAS**, the entire nation and world join the City of Jackson in recognizing and supporting the 61<sup>st</sup> Anniversary Observance of the Homecoming of native-born Mississippian, Mr. Medgar Wiley Evers.

**THEREFORE, IT IS HEREBY RESOLVED** that the City of Jackson is hereby authorized to support and join the 61<sup>st</sup> Anniversary Observance of the Medgar Wiley Evers Homecoming.

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

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

\*\*\*\*\*

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORING, RECOGNIZING AND SUPPORTING THE ANNUAL JUNETEENTH FREEDOM AND UNITY CULTURAL CELEBRATION.**

**WHEREAS**, June 19th is a day recognized in the United States of America and across the world as JUNETEENTH; and

**WHEREAS**, Juneteenth has evolved into an African American cultural celebration that originated in the State of Texas because of the confusion and turmoil following the end of the Civil War; those in Texas affected by the Emancipation Proclamation of 1863 did not learn of the 1865 surrender of Robert E. Lee to Ulysses Grant in Virginia; and



**WHEREAS**, Major General Gordon Granger of the Union Army landed in Galveston, Texas with 1,800 soldiers to take command of the military District of Texas; his first action after landing on June 19, 1865 was to go from his headquarters in the Osterman Building at the corner of Strand and 22<sup>nd</sup> to read General Order #3 to the people of Galveston: “The people of Texas are informed ... all slaves are free. This involves an absolute equality of personal rights of property between former master and slaves...;” and

**WHEREAS**, the stunning news began that day as a holiday of celebration, first established in Texas; in 1980, the Texas State Legislature declared JUNETEENTH, June 19th, a state holiday; thus began the tradition of prayer services, games, rodeos, dances, special food preparations and historical presentations related to this celebration- - much like the Fourth of July; and

**WHEREAS**, the City of Jackson, Mississippi celebrates with the world, in honoring the African American cultural celebration of unity and freedom, known throughout the land as JUNETEENTH, traditionally celebrated June 19th of each year. Juneteenth became a federal holiday on June 17, 2021 in all 50 states and the District of Columbia.

**IT IS HEREBY RESOLVED** that the City Council of the City of Jackson, Mississippi, highly honors and recognizes the annual Juneteenth Freedom and Unity Cultural Celebration.

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

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

Nays – None.

Absent – None.

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**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
RECOGNIZING AND SUPPORTING THE CELEBRATION OF FATHER’S  
DAY, 2024 ON ITS 100<sup>TH</sup> YEAR.**

**WHEREAS**, the idea of celebrating Father's Day grew from the thoughts of Sonora Dodd, a loving daughter from Spokane, whose father, Henry Jackson Smart, single-handedly raised her and five of her siblings following the death of their mother; upon attending a Mother’s Day Sermon in 1909, she felt that there should be a corresponding day to honor fathers; she worked relentlessly for years to bring Father’s Day to fruition; and

**WHEREAS**, the celebration of Father’s Day was begun in 1924 during the administration of former President Calvin Coolidge in order to establish a stronger bond between fathers and children; the idea gained momentum during WWII; President Lyndon B. Johnson proclaimed the third Sunday of June to be Father’s Day in 1966, with President Richard Nixon establishing a permanent national observance of Father's Day in 1972; and

**WHEREAS**, according to census data, there are more than 72.2 million fathers in the U.S.; more than 2 million are single fathers; and

**WHEREAS**, observance of Father's Day provides children the opportunity to express love and respect for their fathers; this act is vital to strengthening the father-child relationship and consequently in the emotional development of a child; as we confirm the important role of fathers in nurturing children and building a stronger society, the entire nation and world join the City of Jackson in recognizing and supporting the observance of Father’s Day.

**THEREFORE, IT IS HEREBY RESOLVED** that the City Council of Jackson, Mississippi hereby recognizes and supports the observance of Father’s Day, 2024, as we wish for each father a Happy Father’s Day.

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

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

Nays – None.

Absent – None.

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There came on for Discussion Item No. 48:

**DISCUSSION: POTHOLE REPAIR PROGRAM:** President Banks stated said discussion would be tabled until a later date at the request of Council Member Hartley.

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**DISCUSSION: CONVENTION CENTER RFQ:** President Banks recognized Council Member Foote who requested an update on the RFQ for the Convention Center. President Banks recognized Jhai Keeton, Interim Director of Planning and Development, who stated the Statement of Qualifications (SOQ) went out April 16 and several responses were being vetted at this time and then an RFQ would be issued.

\*\*\*\*\*

**DISCUSSION: PRECINCT 1:** President Banks stated Precinct 1 was of dire need of some repairs and requested information on how and when those repairs could take place. President Banks recognized Chokwe Antar Lumumba, Mayor who stated the Administration was going to address those repairs soon with funds from the Siemens' settlement.

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

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The meeting was closed in memory of the following individuals:

- In Memory of Jerome Brown
- In Memory of Franklin Hood III
- In Memory of Scarlet B. Thomas
- In Memory Jonas Lee Pippens

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- Council Member Hartley announced the following:
  - Happy Father's Day to all fathers.

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There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Zoning Meeting at 2:30 p.m. on June 17, 2024. At 8:20 p.m., the Council stood adjourned.

PREPARED BY:

Shaukia Medley-Bamba  
CLERK OF COUNCIL

APPROVED:

[Signature], 7/2/2024  
DATE

[Signature]  
MAYOR

ATTEST:

Angela Harris  
CITY CLERK

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