



**REVISED**

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

**April 13, 2021**

**AGENDA**

**10:00 AM**

**CALL TO ORDER BY THE PRESIDENT**

**INVOCATION**

1. **REVEREND MICHAEL GREEN - ST. JOHN M.B. CHURCH**

**PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING**

2. **ORDER APPROVING HILLVIEW SUBDIVISION'S APPLICATION TO INSTALL A PUBLIC ACCESS GATES ON BRECON DRIVE EAST OF THE HILLVIEW DRIVE INTERSECTION BETWEEN PARCEL NUMBERS 574-44 AND 574-28. (WARD 1)(HILLMAN, LUMUMBA)**
3. **ORDER DENYING HILLVIEW SUBDIVISION'S APPLICATION TO INSTALL A PUBLIC ACCESS GATES ON BRECON DRIVE EAST OF THE HILLVIEW DRIVE INTERSECTION BETWEEN PARCEL NUMBERS 574-44 AND 574-28. (WARD 1) (HILLMAN, LUMUMBA)**

**INTRODUCTIONS**

**PUBLIC COMMENTS**

**CONSENT AGENDA**

**INTRODUCTION OF ORDINANCES**

4. **ORDINANCE AMENDING SECTIONS OF CHAPTER 102 SIGNS OF THE CODE OF ORDINANCES SECTION 102-30 OF THE CITY OF JACKSON, MISSISSIPPI, GOVERNING SIGN REGULATIONS. (HILLMAN, LUMUMBA)**
5. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING AMITE STREET FROM GALLATIN STREET TO ROBINSON ROAD TO DR. JOHN M. PERKINS DRIVE. (STOKES)**

**REGULAR AGENDA**

6. **CLAIMS (HORTON, LUMUMBA)**
7. **PAYROLL (HORTON, LUMUMBA)**
8. **ORDER REVISING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2020-**

**2021. (HORTON, LUMUMBA)**

9. **ORDER AUTHORIZING THE MAYOR TO SUBMIT AN ELIGIBILITY APPLICATION TO THE MISSISSIPPI OFFICE OF SURPLUS PROPERTY TO ACQUIRE SURPLUS PROPERTY FROM THE MISSISSIPPI OFFICE OF SURPLUS PROPERTY. (HORTON, LUMUMBA)**
10. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AIRPORT CORONAVIRUS RELIEF / RESPONSE GRANT PROGRAM, GRANT, NO. 3-28-0037-059-2021, ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI, AS CO-SPONSOR, WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY, AS OFFERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT TO PREVENT, PREPARE FOR, AND TO RESPOND TO THE CORONAVIRUS, INCLUDING REIMBURSING THE JACKSON MUNICIPAL AIRPORT AUTHORITY FOR OPERATIONAL AND MAINTENANCE EXPENSES AND DEBT SERVICES PAYMENTS. (LUMUMBA)**
11. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AIRPORT CORONAVIRUS RELIEF / RESPONSE GRANT PROGRAM, GRANT, NO. 3-28-0038-024-2021, ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI, AS CO-SPONSOR, WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY, AS OFFERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION FOR PURPOSES DIRECTLY RELATED TO HAWKINS AIRPORT TO PREVENT, PREPARE FOR, AND TO RESPOND TO THE CORONAVIRUS, INCLUDING TO SUPPORT THE FEDERAL CONTRACT TOWER OPERATIONS AND REIMBURSING THE JACKSON MUNICIPAL AIRPORT AUTHORITY FOR OPERATIONAL AND MAINTENANCE EXPENSES AND DEBT SERVICES PAYMENTS. (LUMUMBA)**
12. **ORDER REVISING THE FISCAL YEAR 2020-2021 BUDGET OF THE WATER-SEWER BUSINESS ADMINISTRATION DIVISION. (KING, LUMUMBA)**
13. **ORDER AUTHORIZING THE MAYOR TO SIGN AN ENGAGEMENT LETTER AND ACCEPT THE TERMS AND CONDITIONS OF AN ENGAGEMENT OF THE LAW FIRM KELLER AND HECKMAN LLP TO PROVIDE LEGAL SERVICES ASSOCIATED WITH THE CITY'S TELECOMMUNICATIONS DIVISION. (KING, LUMUMBA)**
14. **ORDER AUTHORIZING PAYMENT FOR SERVICES RENDERED BY BALLER STOKES & LIDE BEYOND TERM OF AGREEMENT AUTHORIZED BY THE GOVERNING AUTHORITIES AND AUTHORIZING THE TENDER OF THE PAYMENT TO KELLER AND HECKMAN PURSUANT TO AN ASSIGNMENT EXECUTED BY THE FORMER PRINCIPALS OF BALLER STOKES & LIDE. (KING, LUMUMBA)**
15. **ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH HOMELAND SECURITY INVESTIGATIONS "HSI" TO UTILIZE A JACKSON POLICE DEPARTMENT DETECTIVE TO WORK WITH "HSI" AS A TASK FORCE OFFICER. (DAVIS, LUMUMBA)**

16. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND SOUL CITY CHURCH FOR MANAGEMENT AND USE OF CITY-OWNED POOL PROPERTY, LOCATED AT 1324 NORTH MILL STREET, JACKSON, MISSISSIPPI. (HARRIS, LUMUMBA)**
17. **ORDER AUTHORIZING THE MAYOR TO REVISE THE 2020/2021 FISCAL YEAR BUDGET FOR THE CITY OF JACKSON, DEPARTMENT OF PARKS AND RECREATION, TO TRANSFER FUNDS FROM THE PERSONAL SERVICES CATEGORY TO OTHER SERVICES AND CHARGES CATEGORY, FOR A TOTAL AMOUNT OF \$5,000.00. (WARDS 1-7) (HARRIS, LUMUMBA)**
18. **ORDER APPROVING HILLVIEW SUBDIVISION'S APPLICATION TO INSTALL A PUBLIC ACCESS GATES ON BRECON DRIVE EAST OF THE HILLVIEW DRIVE INTERSECTION BETWEEN PARCEL NUMBERS 574-44 AND 574-28. (WARD 1) (HILLMAN, LUMUMBA)**
19. **ORDER DENYING HILLVIEW SUBDIVISION'S APPLICATION TO INSTALL A PUBLIC ACCESS GATES ON BRECON DRIVE EAST OF THE HILLVIEW DRIVE INTERSECTION BETWEEN PARCEL NUMBERS 574-44 AND 574-28. (WARD 1) (HILLMAN, LUMUMBA)**
20. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND RELATED DOCUMENTS WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, FOR FY2021 CONGRESSIONAL APPROPRIATIONS AND APPORTIONMENTS FOR SECTION 5307 URBANIZED AREA FORMULA GRANT FOR AMERICAN RESCUE PLAN ACT IN THE AMOUNT OF \$1,460,623.00. (HILLMAN, LUMUMBA)**
21. **ORDER AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION FOR A GRANT IN THE AMOUNT OF \$480,000 FOR THE CITY'S TRANSIT SYSTEM FOR THE FISCAL YEAR 2022 MULTIMODAL TRANSPORTATION IMPROVEMENT FUND AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS. (HILLMAN, LUMUMBA)**
22. **ORDER AMENDING PRIOR ORDER OF JUNE 23, 2020 AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE UNIVERSITY OF MISSISSIPPI ON BEHALF OF THE MISSISSIPPI SMALL BUSINESS DEVELOPMENT CENTER STATE OFFICE FOR A SUB AWARD GRANT IN THE AMOUNT OF \$134,066.44 FOR THE ESTABLISHMENT OF THE CITY'S SMALL BUSINESS DEVELOPMENT CENTER. (HILLMAN, LUMUMBA)**
23. **ORDER AMENDING ORDER ACCEPTING THE TERM BID OF PRECISION PACKAGING, INC., FOR TWENTY-FOUR MONTH SUPPLY OF PORTLAND CEMENT, (BID NO.75021-020420). (WILLIAMS, LUMUMBA)**
24. **ORDER AMENDING THE FISCAL YEAR 2020-2021 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS, SOLID WASTE DIVISION. (WILLIAMS, LUMUMBA)**
25. **ORDER REVISING THE FISCAL YEAR 2020-2021 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS, WATER/SEWER UTILITIES**

**DIVISION. (WILLIAMS, LUMUMBA)**

26. **ORDER RATIFYING RENTAL EQUIPMENT FROM MID-SOUTH MACHINERY, INC. FOR OCTOBER 2020 AND THROUGH DECEMBER 2020 AND AUTHORIZING PAYMENTS. (ALL WARDS) (WILLIAMS, LUMUMBA)**
27. **ORDER AUTHORIZING A SINGLE SOURCE PROCUREMENT FROM SUEZ WATER TECHNOLOGIES & SOLUTIONS TO REPAIR/REHABILITATE MEMBRANE TRAIN NO. 1 AT THE O.B. CURTIS WATER TREATMENT FACILITY. (ALL WARDS) (WILLIAMS, LUMUMBA)**
28. **ORDER AUTHORIZING A SINGLE SOURCE PROCUREMENT FROM BURNETT LIME COMPANY, INC. LEASING A CAL-FLO SYSTEM FOR THE O.B. CURTIS WATER TREATMENT PLANT. (ALL WARDS) (WILLIAMS, LUMUMBA)**
29. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF JOBS FOR MISSISSIPPI GRADUATES DROPOUT RECOVERY PROGRAM. (STOKES)**
30. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI CALLING FOR A "CEASE FIRE" TO STOP THE KILLING IN THE CITY OF JACKSON. (STOKES)**
31. **ORDER REVISING THE BUDGET FOR FISCAL YEAR 2020-2021 FOR THE JACKSON CITY COUNCIL. (JACKSON CITY COUNCIL)**

**DISCUSSION**

32. **DISCUSSION: EPA ADMINISTRATIVE ORDER (LUMUMBA)**
33. **DISCUSSION: REGULATIONS OF NIGHTCLUBS (FOOTE)**
34. **DISCUSSION: WATER AND/OR WATER FUNDS (MONEY) (STOKES)**
35. **DISCUSSION: CRAWFORD STREET (STOKES)**
36. **DISCUSSION: LEGISLATIVE RE-CAP (STAMPS)**

**PRESENTATION**

**PROCLAMATION**

**RESOLUTIONS**

**REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS**

**ANNOUNCEMENTS**

**ADJOURNMENT**

**AGENDA ITEMS IN COMMITTEE**



**ORDER APPROVING HILLVIEW SUBDIVISION'S APPLICATION TO INSTALL A PUBLIC ACCESS GATES ON BRECON DRIVE EAST OF THE HILLVIEW DRIVE INTERSECTION BETWEEN PARCEL NUMBERS 574-44 AND 574-28. (WARD 1)**

**WHEREAS**, the Hillview Subdivision presented a request to construct a public access gate on Brecon Drive, east of the Hillview Drive intersection, between Parcel Numbers 574-44 and 574-28, as shown on Public Access Gate Application No.16, located in the City of Jackson, First Judicial District, Hinds County, Mississippi; and

**WHEREAS**, the gate design, as revised and submitted to the Site Plan Review Committee, accommodates the 15" required width on both sides of center box for fire trucks or other large vehicles and adheres to all water/sewer requirements and other City requirements; and

**WHEREAS**, the Hillview Subdivision will provide the required insurance policy to protect the City against any liability for damages; and

**WHEREAS**, the Site Plan Review Committee provided clearance to submit the Application to the City Council after all Technical Objections that were raised by the Site Plan Review Committee were addressed by the Petitioners; and

**WHEREAS**, pursuant to Section 110-28 of the Jackson Code of Ordinances, the item is placed on the Council Agenda and a Public Hearing is held seeking public input for or against the public access gate; and

**WHEREAS**, after said Public Hearing, the City Council is to make a final decision on the application.

**IT IS, THEREFORE, ORDERED** that Hillview Subdivision's application to construct a public access gate on Brecon Drive, east of the Hillview Drive intersection, between Parcel Numbers 574-44 and 574-28, as shown on Public Access Gate Application No.16, located in the City of Jackson, First Judicial District, Hinds County, Mississippi, is approved and the Department of Public Works is authorized to issue a Right-of-Way Permit for said gate(s).

Public Hearing #2  
Agenda Date April 13, 2021  
(HILLMAN, LUMUMBA)



CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET April 6, 2021

DATE

POINTS		COMMENTS
1.	<b>Brief Description</b>	ORDER APPROVING HILLVIEW SUBDIVISION'S APPLICATION TO INSTALL A PUBLIC ACCESS GATES ON BRECON DRIVE EAST OF THE HILLVIEW DRIVE INTERSECTION BETWEEN PARCEL NUMBERS 574-44 AND 574-28. (WARD 1)
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	2,4, 5, 7
3.	<b>Who will be affected</b>	Residents and visitors of Hillview Subdivision
4.	<b>Benefits</b>	Public access gate.
5.	<b>Schedule (beginning date)</b>	Upon Effective Date after approval
6.	<b>Location:</b> ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	1 No
7.	<b>Action implemented by:</b> ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Planning and Development Code Services Division
8.	<b>COST</b>	None
9.	<b>Source of Funding</b> ■ General Fund <input checked="" type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/>	

	<input type="checkbox"/> <b>Other</b>								
<b>10.</b>	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes	___	no	____	N/A
		AABE	_____ %	WAIVER	yes	___	no	____	N/A
		WBE	_____ %	WAIVER	yes	___	no	____	N/A
		HBE	_____ %	WAIVER	yes	___	no	____	N/A
		NABE	_____ %	WAIVER	yes	___	no	____	N/A



**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Jordan Rae Hillman, AICP  
Director, Department of Planning and Development

**Date:** April 7, 2021

**Subject:** Agenda Item for City Council Meeting – Hillview Public Access Gate

Attached you will find an order approving and an order denying the installation of a public access gate on Brecon Drive east of the Hillview Drive intersection. This application was filed under the old ordinance and is the last application to be processed under that ordinance. It was not subject to the community meeting requirements.

The Hillview Subdivision filed a Site Plan Review Application for the installation of a public access gate on Brecon Drive east of the Hillview Drive intersection. The Site Plan Review Committee reviewed the request and has deemed that this item is ready to be placed on the next available City Council Agenda for the Approval or Denial by the City Council. In accordance with Section 110-28, the public access gate ordinance, these two items are to be placed on the Council hearing; and a Public Hearing must be held to seek public input for or against the proposal. After that hearing, the Council is to make a final decision on this application.

Site Plan Review Findings: All Site Plan Review Committee members signed off on the review of the above mentioned project(s). If you have any questions or comments, please do not hesitate to call me at (601) 960-1993.

Office of the City Attorney

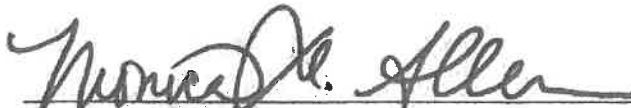
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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OFFICE OF THE CITY ATTORNEY  
CA

This ORDER APPROVING HILLVIEW SUBDIVISION'S APPLICATION TO INSTALL A PUBLIC ACCESS GATES ON BRECON DRIVE EAST OF THE HILLVIEW DRIVE INTERSECTION BETWEEN PARCEL NUMBERS 574-44 AND 574-28. (WARD 1) is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Interim City Attorney*

Chandra Gayten, *Deputy City Attorney* CG



DATE

**ORDER DENYING HILLVIEW SUBDIVISION'S APPLICATION TO  
INSTALL A PUBLIC ACCESS GATES ON BRECON DRIVE EAST OF  
THE HILLVIEW DRIVE INTERSECTION BETWEEN PARCEL  
NUMBERS 574-44 AND 574-28. (WARD 1)**

**WHEREAS**, the Hillview Subdivision presented a request to construct a public access gate on Brecon Drive, east of the Hillview Drive intersection, between Parcel Numbers 574-44 and 574-28, as shown on Public Access Gate Application No.16, located in the City of Jackson, First Judicial District, Hinds County, Mississippi; and

**WHEREAS**, the gate design, as revised and submitted to the Site Plan Review Committee, accommodates the 15" required width on both sides of center box for fire trucks or other large vehicles and adheres to all water/sewer requirements and other City requirements; and

**WHEREAS**, the Hillview Subdivision will provide the required insurance policy to protect the City against any liability for damages; and

**WHEREAS**, the Site Plan Review Committee provided clearance to submit the Application to the City Council after all Technical Objections that were raised by the Site Plan Review Committee were addressed by the Petitioners; and

**WHEREAS**, pursuant to Section 110-28 of the Jackson Code of Ordinances, the item is placed on the Council Agenda and a Public Hearing is held seeking public input for or against the public access gate; and

**WHEREAS**, after said Public Hearing, the City Council is to make a final decision on the application.

**IT IS, THEREFORE, ORDERED** that Hillview Subdivision's application to construct a public access gate on Brecon Drive, east of the Hillview Drive intersection, between Parcel Numbers 574-44 and 574-28, as shown on Public Access Gate Application No.16, located in the City of Jackson, First Judicial District, Hinds County, Mississippi, is denied.

Public Hearing #3  
Agenda Date April 13, 2021  
(HILLMAN, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET April 6, 2021

DATE

POINTS		COMMENTS
1.	<b>Brief Description</b>	ORDER APPROVING HILLVIEW SUBDIVISION'S APPLICATION TO INSTALL A PUBLIC ACCESS GATES ON BRECON DRIVE EAST OF THE HILLVIEW DRIVE INTERSECTION BETWEEN PARCEL NUMBERS 574-44 AND 574-28. (WARD 1)
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	2,4, 5, 7
3.	<b>Who will be affected</b>	Residents and visitors of Hillview Subdivision
4.	<b>Benefits</b>	Public access gate.
5.	<b>Schedule (beginning date)</b>	Upon Effective Date after approval
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	<p>1</p> <p>No</p>
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input checked="" type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	Department of Planning and Development Code Services Division
8.	<b>COST</b>	None
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund <input checked="" type="checkbox"/></li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> </ul>	



	<input type="checkbox"/> <b>Other</b>							
<b>10.</b>	<b>EBO participation</b>	ABE _____ %	WAIVER	yes ___	no ___			N/A
		AABE _____ %	WAIVER	yes ___	no ___			N/A
		WBE _____ %	WAIVER	yes ___	no ___			N/A
		HBE _____ %	WAIVER	yes ___	no ___			N/A
		NABE _____ %	WAIVER	yes ___	no ___			N/A



**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Jordan Rae Hillman, AICP  
Director, Department of Planning and Development

**Date:** April 7, 2021

**Subject:** Agenda Item for City Council Meeting – Hillview Public Access Gate

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The Hillview Subdivision filed a Site Plan Review Application for the installation of a public access gate on Brecon Drive east of the Hillview Drive intersection. The Site Plan Review Committee reviewed the request and has deemed that this item is ready to be placed on the next available City Council Agenda for the Approval or Denial by the City Council. In accordance with Section 110-28, the public access gate ordinance, these two items are to be placed on the Council hearing; and a Public Hearing must be held to seek public input for or against the proposal. After that hearing, the Council is to make a final decision on this application.

Site Plan Review Findings: All Site Plan Review Committee members signed off on the review of the above mentioned project(s). If you have any questions or comments, please do not hesitate to call me at (601) 960-1993.

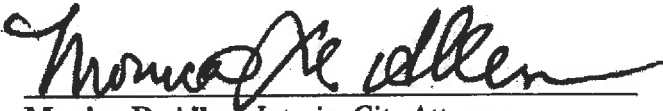
Office of the City Attorney

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## OFFICE OF THE CITY ATTORNEY

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This ORDER DENYING HILLVIEW SUBDIVISION'S APPLICATION TO INSTALL A PUBLIC ACCESS GATES ON BRECON DRIVE EAST OF THE HILLVIEW DRIVE INTERSECTION BETWEEN PARCEL NUMBERS 574-44 AND 574-28. (WARD 1) is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Interim City Attorney*

Chandra Gayten, *Deputy City Attorney* CA

4/6/2021  
DATE

OFFICE OF THE CITY ATTORNEY



**ORDINANCE AMENDING ARTICLE II, SECTION 102-30, SIGN REGULATIONS, JACKSON CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI**

OFFICE OF THE CITY ATTORNEY  
CA

**WHEREAS**, Chapter 102 Signs of the Code of Ordinances of the City of Jackson, Mississippi, establishes sign regulations; and

**WHEREAS**, the City of Jackson finds it necessary to amend rules and regulations relating to signs in order to continue to provide flexibility and clarity in sign regulation rules and procedures; and

**WHEREAS**, the Department of Planning and Development has found that there is a need for an alternative compliance method for sign approvals in existing mixed use pedestrian oriented districts that promote quality design and integration of architecture.

**THEREFORE, BE IT ORDAINED** as follows:

**SECTION 1.** Chapter 2 Sec. 102-30 (16) of the Code of Ordinances of the City of Jackson, Mississippi, is hereby added and reads as follows:

(16) Alternative compliance by comprehensive sign plan in Urban village(UV), Urban town center (UTC), neighborhood mixed-use (NMU-1) pedestrian districts, and community mixed-use (CMU-1) pedestrian districts.

(a) As an alternative to the above prescribed conditions, a comprehensive sign plan for a proposed or existing development may be approved by the city council.

(b) The purpose of a comprehensive sign plan is to provide for the establishment of signage criteria that are tailored to a specific development or location, and which may vary from specific ordinance provisions.

(c) The intent is to provide for flexible sign criteria that promote superior design through architectural integration of the site, buildings and signs.

(d) A comprehensive sign plan shall include the location, size, height, construction material, color, type of illumination and orientation of all proposed signs either permanent or temporary.

(e) A comprehensive sign plan containing elements which exceed the permitted height, area and number of signs specified in this ordinance may be approved by the city council only upon a finding that:

- (i) The development site contains unique or unusual physical conditions, such as topography, proportion, size or relation to a public street that would limit or restrict normal sign visibility; or
  - (ii) The proposed or existing development exhibits unique characteristics of land use, architectural style, site location, physical scale, historical interest or other distinguishing features that represent a clear variation from conventional development;
- or

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Agenda Date April 13, 2021  
(HILLMAN, LUMUMBA)

(iii) The proposed signage incorporates special design features such as logos, emblems, murals or statuaries that are integrated with the building architecture.

(f) The construction and placement of individual signs contained in the approved comprehensive sign plan shall be subject to the issuance of sign permits in accordance with this ordinance and subject to submission of the comprehensive sign plan and the individual signs to the Director of Planning for approval.

(g) A comprehensive sign plan once approved governs the placement of signs on the property it applies to in lieu of the conventional regulations. Signs meeting the specifications approved in the comprehensive sign plan can be issued a permit without returning to council for approval or individual variance.

**SECTION 2.** Should any sentence, paragraph, subdivision, clause, phrase, or section of this Article be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Article as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Code of Ordinances of the City of Jackson, Mississippi, as a whole.

**SECTION 3.** The preceding amendments and revisions to the Signs Ordinance of the City of Jackson, Chapter 102 Sec. 102-30 the Code of Ordinances, City of Jackson, Mississippi, shall be published and effective 30 days after passage, in accordance with Miss. Code Ann. Section 21-13-11 (1972 as amended).

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      November 20, 2020.  
**DATE**

POINTS		COMMENTS
1.	<b>Brief Description</b>	<b>ORDINANCE AMENDING SECTIONS OF CHAPTER 102 SIGNS OF THE CODE OF ORDINANCES SECTION 102-30 OF THE CITY OF JACKSON, MISSISSIPPI, GOVERNING SIGN REGULATIONS</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4, 5, 7
3.	<b>Who will be affected</b>	Sign applicants seeking comprehensive sign design approvals.
4.	<b>Benefits</b>	Allows permanent approval of alternative sign plan in lieu of individual variances per each tenant in development. The sign plan must meet a higher architectural quality than an traditional application to be eligible. Council approves the alternative sign plan which then governs sign permits covered by the plan.
5.	<b>Schedule (beginning date)</b>	30 Days after adoption.
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	All Wards  Yes
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Planning and Development
8.	<b>COST</b>	Cost of Publication of Ordinance
9.	<b>Source of Funding</b>	

	<ul style="list-style-type: none"> <li>▪ <b>General Fund</b> <input checked="" type="checkbox"/></li> <li>▪ <b>Grant</b> <input type="checkbox"/></li> <li>▪ <b>Bond</b> <input type="checkbox"/></li> <li>▪ <b>Other</b> <input type="checkbox"/></li> </ul>	General Fund
10.	EBO participation	<p>ABE _____ % WAIVER yes ___ no ___ N/A</p> <p>AABE _____ % WAIVER yes ___ no ___ N/A</p> <p>WBE _____ % WAIVER yes ___ no ___ N/A</p> <p>HBE _____ % WAIVER yes ___ no ___ N/A</p> <p>NABE _____ % WAIVER yes ___ no ___ N/A</p>





**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Jordan Rae Hillman, AICP  
Director, Department of Planning and Development

**Date:** April 7, 2021

**Subject:** Agenda Item for City Council Meeting – Alternative Sign Plan.

Attached you will find an item for the agenda amending the Sign Ordinance to include language allowing alternative compliance by comprehensive sign plan within the mixed used districts of the zoning code including UTC, UV, NMU, and CMU.

This option will allow a development to apply for a single comprehensive sign plan for the entire development that defines the specific sign criteria that will apply within the development. In lieu of the flexibility in sign criteria, the plan must promote superior design and architectural quality within the site.

The sign plan includes locations, sizes, heights, materials, color, illumination, and orientation for all signs within the development. Once approved by Council the sign plan then governs sign permits for the property included in the sign plan.

A comprehensive sign plan once approved governs the placement of signs on the property it applies to in lieu of the conventional regulations. Signs meeting the specifications approved in the comprehensive sign plan can be issued a permit without returning to council for approval or individual variance.

Example of Potential Use: The District has traditionally applied for a variance for each tenant within the development due to the CMU-1 Zoning having highly restrictive pedestrian scale sign standards. Council has granted each variance, but the burden has fallen on each individual business to wait for sign permits for 60 or more days instead of being able to get immediate permits. If The District submitted a single alternative compliance comprehensive sign plan that was then approved by the Council, they would not have to return for additional variances. Tenants could be issued sign permits based on the plan quickly and without additional public hearings.

This option will be viable for many of our mixed used redevelopments and will help better support flexibility and efficiency in approval process. Please free to contact Jordan Hillman at 601-960-2004 with any questions or clarifications you may have.


Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This **ORDINANCE AMENDING ARTICLE II, SECTION 102-30, SIGN REGULATIONS,**  
**JACKSON CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI** is  
legally sufficient for placement in NOVUS Agenda.

  
Monica D. Allen, *Interim City Attorney*  
Chandra Gayten, *Deputy City Attorney* Ch

4/6/2021  
DATE

OFFICE OF THE CITY ATTORNEY  
CG

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING AMITE STREET FROM GALLATIN STREET TO ROBINSON ROAD TO DR. JOHN M. PERKINS DRIVE. (STOKES)**

**WHEREAS**, Dr. John M. Perkins is the founder of The John and Vera Mae Perkins Foundation for Justice, Reconciliation & Community Development (JVMPF), a non-profit organization that teaches and promotes the principles of Christian Community development and racial reconciliation; and

**WHEREAS**, in 1998 Dr. John M. Perkins expanded his humanitarian efforts from Pasadena, California to Jackson, Mississippi to begin work in the economically and physically deteriorating West Jackson community; and

**WHEREAS**, Dr. John M. Perkins and his commitment to the betterment of the City of Jackson deserve recognition by the honorary renaming of this Street portion in his honor.

**NOW, THEREFORE, BE IT ORDAINED**, that the Jackson City Council hereby honorary renames Amite Street from Gallatin Street to Robinson Road in honor of Dr. John M. Perkins.

**SO ORDAINED**, this the \_\_\_\_\_ day of April, 2021.

Agenda Item No. 5  
Date: April, 13, 2021  
By: STOKES



OFFICE OF THE CLERK OF COURTS

**ORDER REVISING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2020-2021**

**WHEREAS**, the Fiscal Year 2020-2021 Technology Funds budget needs to be revised for category changes necessary for the Maintenance and purchase of Computer Equipment and Services.

**IT IS THEREFORE, ORDERED**, that the Fiscal Year 2020-2021 Technology budget be revised by the following entries:

<u>Fund Account</u>	<u>Debit</u>	<u>Credit</u>
004-904.00-6419	650,000	
004-904.00-6231		650,000

<u>Fund Account</u>	<u>Debit</u>	<u>Credit</u>
004-904.00-6419	100,000	
004-904.00-6234		100,000

Agenda Item No. 8  
Agenda Date April 13, 2021  
(HORTON, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**March 17, 2021**  
DATE

<b>POINTS</b>		<b>COMMENTS</b>	
1.	<b>Brief Description/Purpose</b>	Order Revising the Municipal Budget for Fiscal Year 2020-2021	
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A	
3.	<b>Who will be affected</b>	Employees of the City of Jackson	
4.	<b>Benefits</b>	Enhance the City of Jackson IT capabilities	
5.	<b>Schedule (beginning date)</b>	Upon Approval by City Council	
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	ALL WARDS  CITY WIDE	
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	Administration Department of Finance	
8.	<b>COST</b>	\$750,000	
9.	<b>Source of Funding</b> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	N/A	
10.	<b>EBO participation</b>	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___



## MEMORANDUM

**Date:** April 6, 2021  
**To:** Honorable Mayor Chokwe A. Lumumba  
**From:** Laa Wanda J. Horton, Director of Administration *LWH*  
**Subject:** Revised Budget for Professional Services & MUNIS System

---

The Technology Fund budget needs to be revised for category changes necessary for Professional Services and the Tyler MUNIS System. The revision of this budget will allow the City of Jackson IT Division to enhance and fulfill its business needs and capabilities; thus, making it crucial to revise the Municipal Budget for Fiscal Year 2020-2021.

/fkw

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This ORDER REVISING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2020-2021 is  
legally sufficient for placement in NOVUS Agenda.

  
Monica D. Allen, *Interim City Attorney*

4/7/2021  
Date

OFFICE OF THE CITY ATTORNEY  
4/7/2021



**ORDER AUTHORIZING THE MAYOR TO SUBMIT AN ELIGIBILITY APPLICATION TO THE MISSISSIPPI OFFICE OF SURPLUS PROPERTY TO ACQUIRE SURPLUS PROPERTY FROM THE MISSISSIPPI OFFICE OF SURPLUS PROPERTY.**

*Handwritten:* K. Horton, Mayor  
4/13/2021  
COURNEY

**WHEREAS**, the Mississippi Office of Surplus Property was organized in March of 1946, with the authority to acquire surplus goods from the Federal Government; and

**WHEREAS**, the Mississippi Office of Surplus Property sells these surplus goods to qualifying entities on a periodic basis; and

**WHEREAS**, the Agency has asked the City of Jackson update its eligibility application currently on file; and

**WHEREAS**, the Division of Purchasing recommends the requested update in order to ensure the City of Jackson is able to purchase surplus property from the Mississippi Office of Surplus Property.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to submit an updated eligibility application to the Mississippi Office of Surplus Property so that the City of Jackson can acquire surplus property from the Mississippi Office of Surplus Property.

**IT IS FURTHER ORDERED**, that the City of Jackson officials identified within the eligibility application are hereby authorized as representatives of the City of Jackson to acquire surplus property from the Mississippi Office of Surplus Property subject to the terms and conditions specified within said application.

Agenda Item No. 9  
Agenda Date April 13, 2021  
(HORTON, LUMUMBA)

Department of Administration



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

## MEMORANDUM

**TO:** Mayor Chokwe Antar Lumumba  
City of Jackson

**FROM:** Destiney Williams, Purchasing Manager  
Department of Administration

**DATE:** February 23, 2021

**RE:** Application for Eligibility to MS Office of Surplus Property to acquire surplus property

---

The City is required to update our application with the Office of Surplus Property every three to four years. This federal program is available through the state and allows the city to purchase furniture and various merchandise from a stocked warehouse at a discount price.

We recommend the approval to update the Eligibility Questionnaire and also, to authorize the identified representatives from the City of Jackson admission to the MS office of Surplus Property.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**03/24/2021**  
DATE



POINTS		COMMENTS																															
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO SUBMIT AN ELIGIBILITY APPLICATION TO THE MISSISSIPPI OFFICE OF SURPLUS PROPERTY TO ACQUIRE SURPLUS PROPERTY FROM THE MISSISSIPPI OFFICE OF SURPLUS PROPERTY</b>																															
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Item 1-7 in the City of Jackson																															
3.	<b>Who will be affected</b>	The entire city various programs																															
4.	<b>Benefits</b>	Cost savings for the city																															
5.	<b>Schedule (beginning date)</b>	Upon council approval																															
6.	<b>Location:</b> • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	Citywide																															
7.	<b>Action implemented by:</b> • City Department <input type="checkbox"/> • Consultant <input type="checkbox"/>																																
8.	<b>COST</b>	Varies on request and cost of items all at a discounted price																															
9.	<b>Source of Funding</b> • General Fund <input type="checkbox"/> • Grant <input type="checkbox"/> • Bond <input type="checkbox"/> • Other <input type="checkbox"/>	Varies																															
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABI: _____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE _____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE _____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE _____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE _____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>		ABI: _____ %	WAIVER	yes	no	N/A	<u>X</u>	AABE _____ %	WAIVER	yes	no	N/A	<u>X</u>	WBE _____ %	WAIVER	yes	no	N/A	<u>X</u>	HBE _____ %	WAIVER	yes	no	N/A	<u>X</u>	NABE _____ %	WAIVER	yes	no	N/A	<u>X</u>
ABI: _____ %	WAIVER	yes	no	N/A	<u>X</u>																												
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NABE _____ %	WAIVER	yes	no	N/A	<u>X</u>																												

Office of the City Attorney

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## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO SUBMIT AN ELIGIBILITY APPLICATION TO THE MISSISSIPPI OFFICE OF SURPLUS PROPERTY TO ACQUIRE SURPLUS PROPERTY FROM THE MISSISSIPPI OFFICE OF SURPLUS PROPERTY is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Monica Allen, Interim City Attorney  
Kristen Love, Deputy City Attorney 

  
\_\_\_\_\_  
Date



Mississippi Office of Surplus Property  
 P.O. Box 5778, Jackson, MS. 39288  
 Phone: 601-939-2050  
 Fax: 601-939-4505

**UPDATE APPLICATION FOR ELIGIBILITY**  
**FOR FEDERAL PROPERTY DONATION PROGRAM**  
 To Receive Federal and State Surplus Property  
 Director's Approval: \_\_\_\_\_  
 Date Approved: \_\_\_\_\_

**I. Legal Name and Mailing Address of Organization (Donee):**  
 Name of Organization: The City of Jackson  
 Mailing Address: P.O. Box 17, Jackson, MS 39205-0017  
 Email Address: destineyw@city.jackson.ms.us  
 If P. O. Box or Route, give street address/location of facility: 200 S. President Street, Ste. 604  
Jackson, MS 39205-0017  
 County: Hinds Federal ID Number: 64-6000503  
 Telephone No.: (601) 960-1533 FAX No.: (601) 960-1049

**II. Update Donee Status (See Page 2, Item IV.) YOU MUST CHECK ONE:**  
 Public Agency including Public Schools (tax supported)  Nonprofit, Tax-exempt Organizations  
 Veteran's Organization  Small Business Administration (8a Contractor)  Service Educational Activity

**III. Changes:** Have the operations of your organization changed since your last update or approval application in population serving, area serving or type of program?  No  Yes If yes, please explain in full.  
N/A

NOTE: Please attach the information explaining any changes, if required. If the information in #5 is not attached to this update application, your account will remain or will be placed in and "INACTIVE" status.

PLEASE attach evidence of approval, accreditation or licensing, if required, for one or more programs.

**RESOLUTION**

"Be it resolved by the Governing Board, or Chief Administrative Officer, and hereby ordered that the official whose name, title and signature are listed below shall be and is hereby authorized as our representative to acquire Surplus Property from the Mississippi Office of Surplus Property under the Terms and Conditions specified in the Certifications and Agreements." This representative will be our "Contact Person" for all issues regarding this account.

Destiney I. Williams Purchasing Manager  
 Contact Person Title Signature

Signature of Authorized Official: [Signature] Date: 3/5/2021  
 (Must be CEO/Director of Organization)  
 Print/Type Name: Chokwe Antar Lumumar Title: The City of Jackson

**IV. Update Donee Status:**

Tax Supported organizations qualify as a public agency. This includes all cities, counties and state government offices. Also, public schools, public hospitals, etc.

Also included as a public agency is any rural fire department which has obtained its "Certificate of Incorporation" from the Secretary of State's Office of Mississippi. Rural, volunteer fire departments MUST attach a copy of the "Certificate of Incorporation" from the Secretary of State's Office, a letter from the County Coordinator stating amount received from tax mil and a letter stating one year's training classes for each month.

Non-profit / tax exempt organizations are not always eligible to qualify for this program. Only certain nonprofit / tax exempt organizations are eligible. An organization must provide an accredited education service (school, including non-profit / tax exempt daycares) or be a licensed health facility (clinic, hospital, etc.).

\*Homeless shelters and/or organizations which provide assistance to the NEEDY. These organizations MUST provide a letter from a city, county or state official confirming their operation is a beneficial help to the area AND THE APPROXIMATE NUMBER OF PERSONS SERVED PER MONTH N/A.

Museums which meet specific criteria (at least one full time staff member, open to the public no less than 1,000 hours per year); and programs which operate under the Older Americans Act.

If you have any questions as to your eligibility feel free to call this office.

**V. All organizations applying as NON-PROFIT must provide a written description of their program/services offered, including a description of the facility.**

**VI. Source of Funding (Attach supporting documentation):**

Tax Supported     Grant     Contributions     Other \_\_\_\_\_

**VII. Has the organization been determined to be tax exempt under Section 501 of the Internal Revenue Code of 1954? Letter must have same name and address as shown on this application.**

No     Yes (attach a copy of the letter)

**VIII. Is the Donee organization approved, accredited, or licensed?**

By what authority? N/A  
(attach a copy)

If, by state law, your organization must be licensed, you must provide us with a current copy of your license and update this copy with us every time it expires.

If you are a school and not listed in the Department of Education's Directory such as some private schools, you must provide us with letters from three (3) facilities of higher education which state that they will accept your students.

Signature of Authorized Official: \_\_\_\_\_



Date: 9/9/2021

**COMPLIANCE INFORMATION:**

What you will agree to when you sign your distribution document (Invoice):

You agree to use the surplus property only in the official program which you represent; **AND**

You agree to put the surplus property into use within 12 months and to use it for at least 12 months; **AND**

You agree to use certain items (such as vehicles) for eighteen (18) months or longer (these items are distinguished by a notation on the distribution document (invoice); **AND**

You agree to pay the U.S. Government if you do not use the property according to your agreement.

**HOW PROPERTY IS ALLOCATED TO DONEES:**

After completing these forms mail, email, or fax all back to this office, with necessary documentation. You will be sent a letter or email as to your status. Once you receive the letter that your organization has been updated you may start using this program. We have a stocked warehouse and yard for your convenience. You may acquire as much property as you need as often as you like, however, the items you obtain must work with your program function. For example, a hospital would not be allowed to acquire an armored personnel carrier.

**Invoices:**

There is service charge/handling fee for all items processed through this office. However, this charge will be a small percentage of the original acquisition cost.

All items are invoiced through our Warehouse Office and must be signed by an authorized representative from the approved Donee organization.

A copy of the invoice will be given to the authorized representative for your records. Monthly statements will be sent showing the balance, if any, on your account.

**PAYMENT OF INVOICES (SERVICE CHARGES):**

Invoices must be paid for with a check imprinted with the name of the approved organization for which the items were invoiced. **NO EXCEPTIONS!** This means no cash, no money orders, no personal checks, etc.

Though it is acceptable to pay for more than one invoice per check, these invoices must all be for the same Donee organization. The Donee's account number is listed on the invoice. Checks must be for only one (1) account number.

Signature of  
Authorized Official: \_\_\_\_\_



Date: 3/5/2021

**NONDISCRIMINATION ASSURANCE**

The Donee, agrees that the program for or in connection with which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulation of the General Services Administration (41 CFR 101-6.2 and 101-8) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendment of 1972, as amended, Section 303 of the Age Discrimination Act of 1975, and the Civil Rights Restoration Act of 1987, to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity for which the donee received federal assistance from the General Services Administration; and hereby gives assurance that it will immediately take any measures necessary to effectuate Administration; and hereby gives assurance that it will immediately take any measures necessary to effectuate the agreement.

Signature of

Authorized Official: \_\_\_\_\_



Date: \_\_\_\_\_

3/5/2021



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

State Plan of Operation requires the Mississippi Office Surplus Property to screen each Applicant Organization to determine whether the applicant has a right to obtain financial assistance/property in accordance with federal regulation on debarment, suspension, ineligibility and exclusion. Each applicant organization/covered contractor must also screen each of its covered subcontractors. In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the Applicant organization accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the Organization rendered an erroneous certification, in addition to other remedies available to the federal government, Mississippi Office of Surplus Property, the United States General Services Administrator or any other federal department or agency may pursue available remedies, including suspension and/or debarment.
2. The Organization shall provide immediate written notice to the Agency to which this certification is submitted if at any time the Organization learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntary exclusion," as used in this certification have meaning based upon material in the State Plan of Operation of Mississippi Office of Surplus Property.
4. The Organization agrees by submitting this certification that, should eligibility to acquire property be granted, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Mississippi Office of Surplus Property, the United States General Services Administration or any other federal department or agency.
5. The Organization further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contract" without modification, in all covered subcontracts in solicitation for all covered subcontracts.
6. The Organization may rely upon a certification of a potential subcontractor that is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. An Organization must at a minimum obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if an Organization in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the United States General Services Administration, or any other federal department or agency, as applicable, may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS.**

Indicate in the appropriate space which statement applies to the covered potential contractor:

The organization certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any federal department, agency or by the State of Mississippi.

The organization is unable to certify to one or more of the terms in this certification, and the organization must attach an explanation for each of the above terms to which they are unable to make certification.

Signature of

Authorized Official: \_\_\_\_\_



Date: \_\_\_\_\_

3/5/2021

**AUTHORIZED REPRESENTATIVES**

**I. Who to Authorize:**

Any person listed below will be recognized as a representative of the applicant organization with the authority to sign for and pick up property. The organization agrees to pay for all invoices signed by those listed and be held liable for property being used as the program requires.

At any time this list may be changed (persons added or deleted) with a letter on organization letterhead signed by the authorized official you have noted on these forms. This letter can be mailed, faxed or hand delivered.

**Please note that the changes must be in writing, on letterhead and signed by the "authorized official", not by one of the "representatives".**

**II. Representatives:**

**\*MUST Provide Email Address and Signature for each representative\***

Name (Print/Type)

Title/Email

Signature

\_\_\_\_\_  
\*\*\*\*PLEASE SEE THE ATTACHED LIST\*\*\*\*

\_\_\_\_\_  
\*\*\*\* A PURCHASE ORDER FROM THE CITY ALONG WITH A CITY ISSUED PICTURE ID IS REQUIRED TO MAKE PURCHASES\*\*\*\*

**NOTE:**

Purchase orders will be honored if required by the organization.

(Check this box if a P.O. number is required before releasing any property.)

Signature of

Authorized Official: \_\_\_\_\_



Date: \_\_\_\_\_

3/5/2021

**THE FOLLOWING STAFF FROM THE CITY OF JACKSON FOR ADMISSION TO MS SUR-PLUS PROPERTY**  
**02/22/2021**

#	NAME	TITLE	DEPARTMENT
1.	Safiya Omari somari@city.jackson.ms.us	Chief of Staff	Mayors' Office
2	Hallma Olufemi holufemi@jacksonms.gov	Mayor's Executive Assist.	Mayors' Office
3	Abram Muhammad amuhammad@jacksonms.gov	Deputy Director of Parks	Parks & Recreation
4.	Patrice Bernard pbernard@jacksonms.gov	Executive Office Coordinator	Parks & Recreation
5.	Shella W. Sheriff swsheriff@city.jackson.ms.us	Publication Division	Administration
6.	Shikira Thompson sdonald@city.jackson.ms.us	Publication Division	Administration
7.	Monica Oliver moliver@city.jackson.ms.us	Purchasing Division	Administration
8.	Montina Triplett mtriplett@city.jackson.ms.us	Executive Office Coordinator	Administration
9.	Joyce Williams williamsj@city.jackson.ms.us	Office Coordinator	Administration
10.	Latonya Ingram laingram@city.jackson.ms.us	Deputy City Clerk	City Clerks' Office
11.	Bridgette Stubbs bstubbs@city.jackson.ms.us	Executive Office Coordinator	Personnel
12	RhondaHuddleston rhuddleston@city.jackson.ms.us	Finance Division	Administration
13.	Destiney Williams destineyw@city.jackson.ms.us	Purchasing Manager	Administration
14.	LaaWanda Horton lhorton@city.jackson.ms.us	Director of Purchasing	Administration
15	Felcia Young fyoun@g@city.jackson.ms.us	Treasury Manager	Administration
16.	Rhonda Williams rwilliams@city.jackson.ms.us	Fiscal Officer/Communication	Administration
17.	Sharon Thames sthames@city.jackson.ms.us	Assistant Budget Manager	Administration
18.	Gloria Jones gloriaj@city.jackson.ms.us	Assistant Finance Manager	Administration
19.	Jillian Caldwell jilcaldwell@city.jackson.ms.us	Finance Manager	Administration
20.	Clora Mitchell cmitchell@city.jackson.ms.us	Fiscal Officer	Administration
21.	Audrey Evens aevens@city.jackson.ms.us	Office Coordinator	Jackson Fire
22.	Andrea Williams andreaaw@city.jackson.ms.us	Office Coordinator	Public Works
23.	Dimitri Green dgreen@city.jackson.ms.us	Water/Sewer Bus.	Public Works

#	NAME	TITLE	DEPARTMENT
24.	Paulette Witt pwwitt@city.jackson.ms.us	Water/Sewer Bus.	Public Works
25.	Phillip Barnes phbarnes@city.jackson.ms.us	Facilities Manager	Public Works
26.	Sylvia Rowsey srowsey@city.jackson.ms.us	Fiscal Officer	Planning & Development
27.	Vanessa Hendersonhenderson@city.jackson.ms.us	Community Dev. Manager	Planning & Development
28.	Keneisha Kimble kkimble@city.jackson.ms.us	Community Development	Planning & Development
29.	John David Lewis jdlewis@city.jackson.ms.us	Assistant Director	Human & Culture Services
30.	Michael Williams michaelw@city.jackson.ms.us	Manager/Planetarium	Human & Culture Services
31.	Shirley B. Jelks sjelks@city.jackson.ms.us	Fiscal Officer	Human & Culture Services
32.	Deborah Boyd dboyd@city.jackson.ms.us	Community Services Sup.	Human & Culture Services
33.	Latonya Millier lmillier@city.jackson.ms.us	Manager	Planning & Development
34.	Grace Robinson grobinson@city.jackson.ms.us	Early Childhood Cord.	Human & Culture Services
35.	Christian Williams christianw@city.jackson.ms.us	Buyer	Administration
36.	Hope Williams hwilliams@city.jackson.ms.us	ECD Early Childhood	Human & Culture Services
37.	Bertha Brookins bbrookins@city.jackson.ms.us	LSW-Early Childhood	Human & Culture Services
38.	Tasha Tate ttate@city.jackson.ms.us	Receptionist Early Childhood	Human & Culture Services
39.	Jewell Reed jreed@city.jackson.ms.us	ECD-Manager	Human & Culture Services
40.	Joseph Wade jwade@city.jackson.ms.us	Deputy Chief	Jackson Police
41.	Comm Herman Horton hhorton@city.jackson.ms.us	Police Training	Jackson Police
42.	Carmen Jones carmenj@city.jackson.ms.us	Assistant Finance Manager	Administration
43.	Chiquita Jimerson cjimerson@city.jackson.ms.us	Municipal Court Admin.	Administration
44.	Trivia Jones trivialj@city.jackson.ms.us	Public Safety Admin.	Jackson Police





OFFICE OF  
*JMAA*  
CITY ATTORNEY

**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AIRPORT CORONAVIRUS RELIEF / RESPONSE GRANT PROGRAM, GRANT, NO. 3-28-0037-059-2021, ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI, AS CO-SPONSOR, WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY, AS OFFERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT TO PREVENT, PREPARE FOR, AND TO RESPOND TO THE CORONAVIRUS, INCLUDING REIMBURSING THE JACKSON MUNICIPAL AIRPORT AUTHORITY FOR OPERATIONAL AND MAINTENANCE EXPENSES AND DEBT SERVICES PAYMENTS.**

**WHEREAS,** the Jackson Municipal Airport Authority (“JMAA”) has applied to the United States Department of Transportation, Federal Aviation Administration (“FAA”), for an AIRPORT CORONAVIRUS RELIEF/RESPONSE GRANT PROGRAM GRANT for purposes directly related to the Jackson-Medgar Wiley Evers International Airport (the “Airport”), to prevent, prepare for, and respond to the Coronavirus, including reimbursing JMAA for operational and maintenance expenses and debt service payments; and

**WHEREAS,** in response to JMAA’s application for an AIRPORT CORONAVIRUS RELIEF/RESPONSE GRANT PROGRAM GRANT, the FAA offered JMAA “AIRPORT CORONAVIRUS RESPONSE GRANT PROGRAM, Grant No. 3-28-0037-059-2021” (the “GRANT”) in an amount not to exceed Three Million, Six Hundred Thirty Thousand, Two Hundred Sixteen Dollars (\$3,630,216.00); and

**WHEREAS,** JMAA has resolved to accept the GRANT, and has further authorized JMAA’s Chief Executive Officer, or his designee, and JMAA’s Counsel to execute certain documents and assurances as required by the FAA for release of the GRANT funds; and

**WHEREAS,** the FAA further requires that the City of Jackson, Mississippi (“City”), as Co-sponsor with JMAA of the Airport, to execute multiple copies of the GRANT offer and agreement as the City has normally and customarily done as Co-sponsor with JMAA of the Airport with respect to other FAA grants to JMAA; and

**WHEREAS,** the City, as the Co-sponsor with JMAA of the Airport, is required to execute multiple copies of the GRANT; therefore, the Mayor and the City Attorney of the City of Jackson, Mississippi must be authorized by the Jackson City Council to execute the GRANT in order for JMAA to receive the GRANT funds; and

**NOW, THEREFORE, IT IS HEREBY ORDERED** by the City Council of the City of Jackson, Mississippi that Mayor Chokwe Antar Lumumba, or his designee, and the City Attorney of the City of Jackson are hereby authorized to execute and certify, respectively, on behalf of the City of Jackson, Mississippi as Co-Sponsor with the Jackson Municipal Airport Authority, multiple copies of the GRANT offer and

Agenda Item No. 10 Agenda Date April 13, 2021 (LUMUMBA)
---

agreement in connection with AIRPORT CORONAVIRUS RELIEF/RESPONSE PROGRAM GRANT NUMBER 3-28-0037-059-2021 to prevent, prepare for, and respond to the Coronavirus, including reimbursing JMAA for operational and maintenance expenses and debt service payments.

**IT IS FURTHER ORDERED** that no funds of the City of Jackson, Mississippi are to be expended in connection herewith.

(LUMUMBA)



Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AIRPORT CORONAVIRUS RELIEF / RESPONSE GRANT PROGRAM, GRANT, NO. 3-28-0037-059-2021, ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI, AS CO-SPONSOR, WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY, AS OFFERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT TO PREVENT, PREPARE FOR, AND TO RESPOND TO THE CORONAVIRUS, INCLUDING REIMBURSING THE JACKSON MUNICIPAL AIRPORT AUTHORITY FOR OPERATIONAL AND MAINTENANCE EXPENSES AND DEBT SERVICES PAYMENTS is legally sufficient for placement in NOVUS Agenda.

*/s/Monica D. Allen, Interim City Attorney*

4/9/21  
Date



**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AIRPORT CORONAVIRUS RELIEF / RESPONSE GRANT PROGRAM, GRANT, NO. 3-28-0038-024-2021, ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI, AS CO-SPONSOR, WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY, AS OFFERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION FOR PURPOSES DIRECTLY RELATED TO HAWKINS AIRPORT TO PREVENT, PREPARE FOR, AND TO RESPOND TO THE CORONAVIRUS, INCLUDING TO SUPPORT THE FEDERAL CONTRACT TOWER OPERATIONS AND REIMBURSING THE JACKSON MUNICIPAL AIRPORT AUTHORITY FOR OPERATIONAL AND MAINTENANCE EXPENSES AND DEBT SERVICES PAYMENTS.**

**WHEREAS, the Jackson Municipal Airport Authority ("JMAA") has applied to the United States Department of Transportation, Federal Aviation Administration ("FAA"), for an AIRPORT CORONAVIRUS RELIEF/RESPONSE GRANT PROGRAM GRANT for purposes directly related to Hawkins Field Airport (the "Airport"), to prevent, prepare for, and respond to the Coronavirus, including to support the Federal Contract Tower Operations and reimbursing JMAA for operational and maintenance expenses and debt service payments; and**

**WHEREAS, in response to JMAA's application for an AIRPORT CORONAVIRUS RELIEF/RESPONSE GRANT PROGRAM GRANT, the FAA offered JMAA "AIRPORT CORONAVIRUS RESPONSE GRANT PROGRAM, Grant No. 3-28-0038-024-2021" (the "GRANT") in an amount not to exceed Fifty - Seven Thousand, One Hundred Sixty - Two Dollars (\$57,162.00); and**

**WHEREAS, JMAA has resolved to accept the GRANT, and has further authorized JMAA's Chief Executive Officer, or his designee, and JMAA's Counsel to execute certain documents and assurances as required by the FAA for release of the GRANT funds; and**

**WHEREAS, the FAA further requires that the City of Jackson, Mississippi ("City"), as Co-sponsor with JMAA of the Airport, to execute multiple copies of the GRANT offer and agreement as the City has normally and customarily done as Co-sponsor with JMAA of the Airport with respect to other FAA grants to JMAA; and**

**WHEREAS, the City, as the Co-sponsor with JMAA of the Airport, is required to execute multiple copies of the GRANT; therefore, the Mayor and the City Attorney of the City of Jackson, Mississippi must be authorized by the Jackson City Council to execute the GRANT in order for JMAA to receive the GRANT funds; and**

**NOW, THEREFORE, IT IS HEREBY ORDERED** by the City Council of the City of Jackson, Mississippi that Mayor Chokwe Antar Lumumba, or his designee, and the City Attorney of the City of Jackson are hereby authorized to execute and certify, respectively, on behalf of the City of Jackson, Mississippi as Co-Sponsor with the

Agenda Item No. 11  
Agenda Date April 13, 2021  
(LUMUMBA)

Jackson Municipal Airport Authority, multiple copies of the GRANT offer and agreement in connection with AIRPORT CORONAVIRUS RELIEF/RESPONSE PROGRAM GRANT NUMBER 3-28-0038-024-2021 to prevent, prepare for, and respond to the Coronavirus, including to support the Federal Contract Tower operations and reimbursing JMAA for operational and maintenance expenses and debt service payments.

**IT IS FURTHER ORDERED** that no funds of the City of Jackson, Mississippi are to be expended in connection herewith.

(LUMUMBA)

Office of the City Attorney

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

**OFFICE OF THE CITY ATTORNEY**

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OFFICE OF THE CITY ATTORNEY  
*MDA*

This ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AIRPORT CORONAVIRUS RELIEF / RESPONSE GRANT PROGRAM, GRANT, NO. 3-28-0038-024-2021, ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI, AS CO-SPONSOR, WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY, AS OFFERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION FOR PURPOSES DIRECTLY RELATED TO HAWKINS AIRPORT TO PREVENT, PREPARE FOR, AND TO RESPOND TO THE CORONAVIRUS, INCLUDING TO SUPPORT THE FEDERAL CONTRACT TOWER OPERATIONS AND REIMBURSING THE JACKSON MUNICIPAL AIRPORT AUTHORITY FOR OPERATIONAL AND MAINTENANCE EXPENSES AND DEBT SERVICES PAYMENTS is legally sufficient for placement in NOVUS Agenda.

*/s/Monica D. Allen, Interim City Attorney*

*4/9/21*

Date



**ORDER REVISING THE FISCAL YEAR 2020-2021  
BUDGET OF THE WATER-SEWER BUSINESS  
ADMINISTRATION DIVISION**

OFFICE OF THE CITY ATTORNEY  
A-8-5021  
7-29-21

**WHEREAS**, certain unanticipated needs and allocations in the amount of \$175,000.00 have arisen since the adoption of the Fiscal Year 2020-2021 City of Jackson Budget for the Water-Sewer Business Administration Division; and

**WHEREAS**, the Fiscal Year 2020-2021 City of Jackson Budget needs to be revised to provide funding for these unanticipated needs by moving budgeted funds from one account where there is currently a surplus to the other accounts where it is needed to fund under budgeted needs; and

**WHEREAS**, the following fund is being revised:

031-520.10-6111		\$175,000.00
031-520.10-6489	\$100,000.00	
031-520.10-6421	\$25,000.00	
031-0520.10-6299	\$50,000.00	

**IT IS, THEREFORE, ORDERED** that the Fiscal Year 2020-2021 Budget of the Water-Sewer Business Administration Division be revised as follows:

<u>To/From</u>	<u>Fund/Account Number</u>	<u>Amount</u>
From:	031-520.10-6111	\$175,000.00
To:	031-520.10-6489	\$100,000.00
	031-520.10-6421	\$25,000.00
	031-520.10-6299	\$50,000.00

Agenda Item No. <b>12</b> Agenda Date April 13, 2021 (KING, LUMUMBA)
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Office of the City Attorney

OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1756  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER REVISING THE FISCAL YEAR 2020-2021 BUDGET OF THE WATER-SEWER BUSINESS ADMINISTRATION DIVISION** is legally sufficient for placement in NOVUS Agenda.

  
MONICA D. ALLEN, INTERIM CITY ATTORNEY  
Terry Williamson, Legal Counsel

4/7/2021  
DATE



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

DATE 04/06/2021

POINTS		COMMENTS																														
1.	<b>Brief Description/Purpose</b>	<b>ORDER REVISING THE FISCAL YEAR 2020-2021 BUDGET OF THE WATER-SEWER BUSINESS ADMINISTRATION DIVISION</b>																														
2.	<b>Mayoral Priority Addressed</b> 1. Public Safety 2. Economic Development 3. Housing 4. Infrastructure 5. Quality of Life	Quality of Life																														
3.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life																														
4.	<b>Who/What will be affected &amp; Benefits</b>	The City's Water-Sewer customers																														
5.	<b>Schedule</b> 1. Contract 2. Project (Beginning date) (Completion date)	N/A																														
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Citywide																														
7.	<b>Action initiated by:</b> ▪ Mayor's Office <input type="checkbox"/> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	WATER-SEWER BUSINESS ADMINISTRATION																														
8.	<b>COST</b>	N/A																														
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Enterprise <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	<table border="0"> <tr> <td><b>From</b></td> <td><b>031-520.10-6111</b></td> <td><b>(\$175,000.00)</b></td> </tr> <tr> <td><b>To</b></td> <td><b>031-520.10-6489</b></td> <td><b>\$100,000.00</b></td> </tr> <tr> <td></td> <td><b>031-520.10-6421</b></td> <td><b>\$25,000.00</b></td> </tr> <tr> <td></td> <td><b>031-520.10-6299</b></td> <td><b>\$50,000.00</b></td> </tr> </table>	<b>From</b>	<b>031-520.10-6111</b>	<b>(\$175,000.00)</b>	<b>To</b>	<b>031-520.10-6489</b>	<b>\$100,000.00</b>		<b>031-520.10-6421</b>	<b>\$25,000.00</b>		<b>031-520.10-6299</b>	<b>\$50,000.00</b>																		
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	<b>031-520.10-6299</b>	<b>\$50,000.00</b>																														
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>___%</td> <td>WAIVER</td> <td>Yes ___</td> <td>No ___</td> <td>N/A ___</td> </tr> <tr> <td>AABE</td> <td>___%</td> <td>WAIVER</td> <td>Yes ___</td> <td>No ___</td> <td>N/A ___</td> </tr> <tr> <td>WBE</td> <td>___%</td> <td>WAIVER</td> <td>Yes ___</td> <td>No ___</td> <td>N/A ___</td> </tr> <tr> <td>HBE</td> <td>___%</td> <td>WAIVER</td> <td>Yes ___</td> <td>No ___</td> <td>N/A ___</td> </tr> <tr> <td>NABE</td> <td>___%</td> <td>WAIVER</td> <td>Yes ___</td> <td>No ___</td> <td>N/A ___</td> </tr> </table>	ABE	___%	WAIVER	Yes ___	No ___	N/A ___	AABE	___%	WAIVER	Yes ___	No ___	N/A ___	WBE	___%	WAIVER	Yes ___	No ___	N/A ___	HBE	___%	WAIVER	Yes ___	No ___	N/A ___	NABE	___%	WAIVER	Yes ___	No ___	N/A ___
ABE	___%	WAIVER	Yes ___	No ___	N/A ___																											
AABE	___%	WAIVER	Yes ___	No ___	N/A ___																											
WBE	___%	WAIVER	Yes ___	No ___	N/A ___																											
HBE	___%	WAIVER	Yes ___	No ___	N/A ___																											
NABE	___%	WAIVER	Yes ___	No ___	N/A ___																											



City of Jackson  
Public Works  
Water Department/Meter Service & Repair

## Memorandum

To: Mayor Chokwe Antar Lumumba

From: Carla Dazet  
Deputy Director of Water/Sewer Business Administration

Date: March 31, 2021

Re: Agenda Item: Order Amending the Fiscal Year 2020-2021 for WSBA

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This agenda item will reallocate \$175,000:

- **From** ~ Water/Sewer Business Administration ~ 031.520106111 (Salaries)
- **To** ~ 031.520106421 (Postage)
- **To** ~ 031.520106489 (Contract Labor)
- **To** ~ 031.520206299 (Other Operating Supplies)

To ensure the following:

- Pay Monthly Utilitec Invoices
  - Mailing Customers New "Reminder Letters"
- Address Staff Shortage
  - Sufficient staff needed for data clean-up prior to migration
  - Supplement vacant positions during the reorganization for up to six (6) months
  - Support the Oracle upgrade and reorganization
  - Increase Customer Service capabilities
- Provide Funds needed to purchase
  - Mueller nodes and communication parts (which must be supported until meters and AMI are upgraded)
  - Plumbing supplies low due to Winter emergency

If you have any questions, please contact Patricia Baylis @ 601.960.2644

OFFICE OF THE CITY ATTORNEY  
C. Stokes  
J. Lide

**ORDER AUTHORIZING THE MAYOR TO SIGN AN ENGAGEMENT LETTER AND ACCEPT THE TERMS AND CONDITIONS OF AN ENGAGEMENT OF THE LAW FIRM KELLER AND HECKMAN LLP TO PROVIDE LEGAL SERVICES ASSOCIATED WITH THE CITY'S TELECOMMUNICATIONS DIVISION**

**WHEREAS**, on July 17, 2018, the governing authorities for the City of Jackson authorized the Mayor to execute an agreement with *Baller Stokes & Lide* to provide services in telecommunications matters which included the negotiating a cable franchise renewal agreement with Comcast, the development of comprehensive communications strategies, policies, and ordinances, and assistance with a variety of wireless issues affecting the use of the City's public rights of way and facilities; and

**WHEREAS**, the July 17, 2018 action of the governing authorities is recorded in Minute Book 6N at Page 381; and

**WHEREAS**, James Baller, Sean Stokes, and Casey Lide have become partners in the firm Keller and Heckman, LLP, whose principal office is located at 1001 G Street, N.W., Ste 500 in Washington DC; and

**WHEREAS**, Baller Stokes and Lide did not complete negotiation of a cable franchise renewal agreement with Comcast or the development of comprehensive communications strategies, policies, ordinances, and model agreements prior to becoming partners in the firm of Keller and Heckman, LLP; and

**WHEREAS**, the acting Chief Administrative Officer and Division of Telecommunications believe that the best interest of the City of Jackson would be served by agreeing to engage the firm Keller and Heckman LLP because Casey Lide, Sean Stokes, and James Baller will be assigned and continue providing the services it commenced; and

**WHEREAS**, Keller and Heckman has agreed to allow James Baller, Sean Stokes, and Casey Lide to provide services to the City at the same rates billed by the former Baller Stokes and Lide, which were as follows: *James Baller \$450.00 per hour Sean Stokes \$375.00 per hour; Casey Lide, \$350.00 per hour, Associates \$250.00 per hour, and Paralegals \$150.00 per hour*; and

**WHEREAS**, the rates are subject to adjustment with consent of the parties; and

**WHEREAS**, in addition to the hourly rates, Keller and Heckman will charge for expenses incurred such as photocopying, filing fees, computerized legal research, telecommunication services, including dial in conferences, out of pocket expenses for travel, hotel accommodations, airfare, and meals, and value added or service taxes; and

**WHEREAS**, Keller and Heckman will provide services consisting of the negotiating of a cable franchise renewal agreement with Comcast, the development of comprehensive communications strategies, policies, and ordinances, and a variety of other wireless and telecommunications issues; and

**WHEREAS**, Keller and Heckman will not guarantee the outcome of the matters for which it is being engaged; and

Agenda Item No. 13  
Agenda Date April 13, 2021  
(KING, LUMUMBA)

**WHEREAS**, Keller and Heckman is not aware of any current or potential conflict of interest that would preclude it from providing the services contemplating and agrees not to accept representation of an individual whose interests are legally adverse to the City without the consent of the City; and

**WHEREAS**, Keller and Heckman is not being retained for the purpose of advising of disclosures under federal and state securities laws with respect to the engagement unless specifically asked and agreed to in writing;

**WHEREAS**, Keller and Heckman attorneys are not licensed to practice law in the State of Mississippi and will only be advising and providing services related to federal laws and regulations governing telecommunications; and

**WHEREAS**, the City of Jackson must rely on its choice of in house or outside local counsel to advise it on matters related to state and local laws governing telecommunications; and

**WHEREAS**, Keller and Heckman agrees to work and cooperate with local counsel on issues governing telecommunications where federal and local law may intersect; and

**WHEREAS**, Keller and Heckman will invoice the City monthly for the services provided; and

**WHEREAS**, if an invoice is not paid within 60 days, 1 ½ percent will be added to the invoice each month until the total invoice is paid; and

**WHEREAS**, the services of Keller and Heckman may be terminated by the City at any time; and

**WHEREAS**, the agreement terminates automatically, if the City is not billed for services during a two-year period; and

**WHEREAS**, Keller and Heckman has not agreed to complete the work at a fixed cost and is unable to provide a meaningful estimate of all fees and charges of the engagement; and

**WHEREAS**, Keller and Heckman will return material of the City upon request; and

**WHEREAS**, prior to disposing of material which has not been returned, Keller and Heckman will notify the City and afford it sixty (60) days to object; and

**WHEREAS**, the agreement may not be amended or modified without the consent of both parties; and

**WHEREAS**, Keller and Heckman agrees that any changes in the terms and conditions of the engagement and agreement must be approved by the governing authorities, which speak only through its minutes;

**IT IS HEREBY ORDERED** that the Mayor shall be authorized to execute the Engagement Letter and the Terms and Conditions of Engagement with Keller and Heckman LLP.

(KING, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

April 1, 2021

DATE

POINTS		COMMENTS					
1.	<b>Brief Description/Purpose</b>	Order authorizes Mayor to execute engagement with Keller and Heckman					
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Economic Development, Infrastructure, and Quality of Life,					
3.	<b>Who will be affected</b>	City of Jackson, former principals of Baller Stokes and Lide, and Keller and Heckman					
4.	<b>Benefits</b>	Allows the former principals of Baller Stokes and Lide to complete work					
5.	<b>Schedule (beginning date)</b>	Upon approval by the council					
6.	<b>Location:</b> § WARD  § CITYWIDE (yes or no) (area)  § Project limits if applicable	Citywide					
<input type="checkbox"/>	<b>Action implemented by:</b>	Mayor and Chief Administrative Officer					
7.	§ City Department  § Consultant						
8.	<b>COST</b>	Undetermined. Hourly rates will be billed as follows: James Baller \$450 Sean Stokes \$375 Casey Lide \$350 Associates \$250 Paralegal \$150					
9.	<b>Source of Funding</b> § General Fund § Grant § Bond § Other	General Fund Account # _____					
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes	no	N/A
		AABE	_____ %	WAIVER	yes	no	N/A
		WBE	_____ %	WAIVER	yes	no	N/A
		HBE	_____ %	WAIVER	yes	no	N/A
		NABE	_____ %	WAIVER	yes	no	N/A



**TO:** Mayor Chokwe A. Lumumba Members of the Jackson City Council

**FROM:** Marlin King, Acting Chief Administrative Officer

**DATE:** April 2, 2021

**RE:** **Engagement of Keller and Heckman**

---

The agenda item which accompanies this memo requests that the Council authorize you to execute an engagement with Keller and Heckman. The engagement of Keller and Heckman will allow James Baller, Sean Stokes, and Casey Lide to continue providing services related to the negotiating of a cable franchise renewal agreement, development of telecommunications ordinances, model agreements, and other telecommunication services requested at periodic intervals.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
*Carrie Johnson*

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO SIGN AN ENGAGEMENT LETTER AND ACCEPT THE TERMS AND CONDITIONS OF AN ENGAGEMENT OF THE LAW FIRM KELLER AND HECKMAN LLP TO PROVIDE LEGAL SERVICES ASSOCIATED WITH THE CITY'S TELECOMMUNICATIONS DIVISION** is legally sufficient for placement in NOVUS Agenda.

*Monica D. Allen*

Monica D. Allen, *Interim City Attorney*

Carrie Johnson, *Senior Deputy City Attorney*

*Johnson*

*4/6/2024*

Date





**ORDER AUTHORIZING PAYMENT FOR SERVICES RENDERED BY BALLER STOKES & LIDE BEYOND TERM OF AGREEMENT AUTHORIZED BY THE GOVERNING AUTHORITIES AND AUTHORIZING THE TENDER OF THE PAYMENT TO KELLER AND HECKMAN PURSUANT TO AN ASSIGNMENT EXECUTED BY THE FORMER PRINCIPALS OF BALLER STOKES & LIDE**

OFFICE OF THE CITY ATTORNEY  
*[Signature]*

**WHEREAS**, on July 17, 2018, the governing authorities for the City of Jackson authorized the Mayor to execute an agreement with Baller Stokes & Lide to provide consulting services in communications matters, which included the development of comprehensive communications strategies, policies, ordinances, and model agreements and the negotiation of a cable franchise renewal agreement with Comcast; and

**WHEREAS**, the July 17, 2018 action of the governing authorities is recorded in Minute Book 6N at page 381 and indicated that the term of the agreement would be for two (2) years and provided that expenses and cost should not exceed \$150,000.00 per year;

**WHEREAS**, the agreement was executed by the Mayor and the President of Baller Stokes & Lide on November 1, 2018; and

**WHEREAS**, the agreement inadvertently did not include the two ( 2) year term period approved by the Council; and

**WHEREAS**, the President of Baller Stokes & Lide forwarded an electronic mail communication to former Chief Administrative Officer Robert Blaine on November 8, 2020 stating that effective November 1, 2020, Casey Lide, Sean Stokes, and he had become partners in the firm Keller and Heckman, LLP and was amenable to continuing to provide the legal services and representation previously provided by Baller Stokes & Lide but would need the City to execute an engagement agreement with Keller and Heckman; and

**WHEREAS**, the President of Baller Stokes & Lide attached to the email a proposed Engagement Letter for Keller and Heckman to provide legal services; and

**WHEREAS**, the former Chief Administrative Officer sent a response to the former President of Baller Stokes & Lide stating that he would send the document to the City Attorney for review, but he did not believe council authority was required; and

**WHEREAS**, the proposed agreement was emailed to the former City Attorney on or around January 28, 2021; and

**WHEREAS**, because the scope of the work and the rates of compensation would remain unchanged, the former Chief Administrative Officer assumed that authority of the Council was not required for the Mayor to execute the engagement with Keller and Heckman; and

**WHEREAS**, the former principals of Baller Stokes & Lide were asked and continued to provide services associated with the drafting of agreements beyond the two (2) year term which ended on November 1, 2020; and

Agenda Item No. 14  
Agenda Date April 13, 2021  
(KING, LUMUMBA)

**WHEREAS**, Keller and Heckman LLP tendered to the City of Jackson Invoice Number 10115052 dated December 21, 2020 for services performed by the former principals of Baller Stokes and Lide during the period of November 2 through November 30, 2020 in the amount of \$9,337.50; and

**WHEREAS**, Keller and Heckman LLP tendered to the City of Jackson Invoice Number 10116088 dated January 22, 2021 for services performed by the former principals of Baller Stokes and Lide during the period December 3 through December 10, 2020 in the amount of \$2,825.00; and

**WHEREAS**, Keller and Heckman LLP tendered to the City of Jackson Invoice Number 101171123 dated February 23, 2021 for services performed by the former principals of Baller Stokes and Lide during the period January 8 through January 25, 2021 in the amount of \$4,787.50; and

**WHEREAS**, Keller and Heckman LLP tendered to the City of Jackson Invoice Number 10117513 dated March 4, 2021 for services performed by the former principals of Baller Stokes and Lide during the period February 1 through February 22, 2021 in the amount of \$3,637.50; and

**WHEREAS**, the firm Baller Stokes and Lide had been paid a total of \$53,350.00 in fees prior to receipt of the invoice dated December 21, 2020; and

**WHEREAS**, James Caller, Casey Lide, and Sean Stokes are the former principals of Baller Stokes and Lide and have assigned the rights of the firm and their individual rights to payment for the invoices aforementioned to Keller and Heckman, LLP; and

**WHEREAS**, Section 21-39-13(4) of the Mississippi Code, the owner of any claim against a municipality either before or after allowance may transfer same by assignment, and the holder of such assignment shall be entitled to receive the check at the proper time by presenting such assignment to the clerk at any time before delivery of the warrant or check to the original owner; and

**WHEREAS**, the former principals of Baller Stokes and Lides provided the services beyond the two year term of November 1, 2020 in good faith because the contract did not contain the two year term limitation; and

**WHEREAS**, Section 31-7-57(2) of the Mississippi Code states that a vendor who in good faith performs services under a contract to or for a governing authority shall be entitled to recover the fair market value of the services, notwithstanding some error of the governing authority to follow the law, if the contract was for an object authorized by law, and the vendor had no control, participation, or actual knowledge of the error or failure; and

**WHEREAS**, the services provided by the former principals of Baller Stokes and Lide beyond the term of the contract authorized by the governing authorities can be attributed to the inadvertent failure of the agreement to include the two (2) year term limitation and the mistaken assumption of the former Chief Administrative Officer that council authority was not required

because the scope of the work and costs were the same and only the name of the entity changed;  
and

**WHEREAS**, the acting Chief Administrative Officer and the Division of Telecommunications have reviewed the invoices submitted by Keller and Heckman and have determined that the charges for services provided by the former principals of Baller Stokes and Lide are consistent with the rates and terms of the original agreement and the fair market value charged for the attorneys' experience and level of skill in the specialized area of telecommunications; and

**WHEREAS**, the invoices submitted by Keller and Heckman pursuant to the assignment executed by the former principals of Baller Stokes and Lide totals \$20,587.50 and will not result in the exceeding of the \$150,000 per year threshold;

**WHEREAS**, the best interest of the City of Jackson would be served by authorizing payment of the invoices and the tendering of the funds to Keller and Heckman pursuant to the assignment because the services are still needed;

**IT IS THEREFORE ORDERED** that payment may be tendered for the following invoices submitted by Keller and Heckman: (1) Invoice # 101150552 in the amount of \$9,337.50; (2) Invoice 10116088 in the amount of \$2,825.00; (3) Invoice 10117123 in the amount of \$4,787.50; and (4) Invoice 10117513 in the amount of \$3,637.50.

**IT IS HEREBY ORDERED** that the total amount tendered to Keller and Heckman pursuant to the assignment shall not exceed \$20,587.50.

(KING, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

April 1, 2021

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>				
1.	<b>Brief Description/Purpose</b>	Order authorizes payment for services rendered by former principals of Baller Stokes & Lide beyond term of agreement to Keller and Heckman pursuant to an assignment				
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Economic Development, Infrastructure, and Quality of Life,				
3.	<b>Who will be affected</b>	City of Jackson, former principals of Baller Stokes and Lide, and Keller and Heckman				
4.	<b>Benefits</b>	Resolves claim and will ensure that services still desired and needed continue to be provided				
5.	<b>Schedule (beginning date)</b>	Upon approval by the council				
6.	<b>Location:</b> § WARD  § CITYWIDE (yes or no) (area)  § Project limits if applicable	Citywide				
<input type="checkbox"/>	<b>Action implemented by:</b> § City Department  § Consultant	Mayor and Chief Administrative Officer				
7.						
8.	<b>COST</b>	\$20,587.50 total for four invoices tendered by Keller and Heckman for services provided by former principal of Baller Stokes & Lide				
9.	<b>Source of Funding</b> § General Fund § Grant § Bond § Other	General Fund Account # _____				
10.	<b>EBO participation</b>	ABE _____ %	WAIVER	yes _____	no _____	N/A _____
		AABE _____ %	WAIVER	yes _____	no _____	N/A _____
		WBE _____ %	WAIVER	yes _____	no _____	N/A _____
		HBE _____ %	WAIVER	yes _____	no _____	N/A _____
		NABE _____ %	WAIVER	yes _____	no _____	N/A _____



TO: Mayor Chokwe A. Lumumba  
Members of the Jackson City Council

FROM: Marlin King, Acting Chief Administrative Officer

DATE: April 1, 2021

RE: **Payment of invoices submitted by Keller and Heckman**

---

The agenda item which accompanies this memo requests that the Council authorize the payment of invoices submitted by Keller and Heckman for services performed by the former principals of Baller Stokes and Lide. The services were performed after the term of the agreement expired at the request of the former CAO. Inadvertently, the agreement with Baller Stokes and Lide did not include the two (2) year term limit authorized by the Council which explains Baller Stokes and Lide's continued provision of services. The former principals of Baller Stokes and Lide assigned the firm and their individual interests in payment to Keller and Heckman because they became partners in the firm.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING PAYMENT FOR SERVICES RENDERED BY BALLER STOKES & LIDE BEYOND TERM OF AGREEMENT AUTHORIZED BY THE GOVERNING AUTHORITIES AND AUTHORIZING THE TENDER OF THE PAYMENT TO KELLER AND HECKMAN PURSUANT TO AN ASSIGNMENT EXECUTED BY THE FORMER PRINCIPALS OF BALLER STOKES & LIDE is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Interim City Attorney*  
Carrie Johnson, *Senior Deputy City Attorney*

  
Date 4/6/2021

**BALLER STOKES & LIDE**

A PROFESSIONAL CORPORATION

2014 P STREET, N.W.

SUITE 200

WASHINGTON, D.C. 20036

(202) 833-5300

FAX: (202) 833-1180

**ASSIGNMENT**

James Baller, Sean A. Stokes, and E. Casey Lide, who are all of the principals of Baller Stokes & Lide, PC (BSL), do hereby assign all of BSL's and their own rights and interests in the attached invoices, totaling \$20,587.50, to Keller and Heckman LLP, 1001 G Street, NW, Suite 500 W, Washington, DC 20001.

BSL requests that the City of Jackson, MS, pay the \$20,587.50 in question directly to Keller and Heckman LLP by wire transfer in accordance with the instruction in the attached invoices or by check mailed to the address set forth above.

James Baller, Senior Principal

Date 3/31/21

*Sean A. Stokes*

Sean A. Stokes, Senior Principal

Date 03-31-21



E. Casey Lide, Principal

Date 3/31/21





**ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH HOMELAND SECURITY INVESTIGATIONS (HSI) TO UTILIZE A JACKSON POLICE DEPARTMENT DETECTIVE TO WORK WITH HIS AS A TASK FORCE OFFICER.**

**WHEREAS**, it is in the best interest of the City of Jackson and its citizens that the Jackson Police Department (JPD) and Homeland Security Investigations (HSI) collaborate to provide a higher solvability rate of felony crimes by HSI sharing their resources; and,

**WHEREAS**, the governing authorities for the City of Jackson find there is a critical need to establish a relationship with outside agencies whose resources could aid in the Jackson Police Department's Major Investigative process of solving felony crimes; and,

**WHEREAS**, entering into the proposed memorandum of understanding (MOU) with HSI would give JPD access to some of the latest technology along with access to intelligence analysts which will aid in the investigative process of felony crime; and,

**WHEREAS**, in exchange for providing the aforementioned resources, JPD would assign one of its detectives as a HSI's task force officer; and,

**WHEREAS**, under the proposed MOU each party would be responsible for the cost and expense of its own personnel and the MOU would be terminable upon thirty (30) days written notice; and

**WHEREAS**, the afore-mentioned assigned JPD detective assigned to the HSI task force, pursuant to the proposed MOU, shall neither be authorized, nor obligated, to enforce administrative violations of immigration law. The City of Jackson shall not be authorized or obligated to enforce administrative violations of immigration law by virtue of entering into the proposed MOU.

**THEREFORE, IT IS HEREBY ORDERED**, the Mayor is authorized to execute the memorandum of understanding described herein. Further, that the Mayor, Chief of Police and/or their designees, are authorized to execute any and all other documents necessary to fulfill the purpose of this order provided it does not obligate any additional monetary expense(s) to the City of Jackson.

**APPROVED FOR AGENDA:**

Agenda Item No. 15  
Agenda Date April 13, 2021  
(DAVIS, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**March 24, 2020**  
DATE

<b>POINTS</b>		<b>COMMENTS</b>					
1.	<b>Brief Description/Purpose</b>	To provide additional resources to the Jackson Police Department's Major Investigations Division that will aid greatly in felony crime solvability rates while utilizing one (1) Detective from the Jackson Police Department as a Task Force Officer					
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life					
3.	<b>Who will be affected</b>	City of Jackson					
4.	<b>Benefits</b>	To improve the safety and well being of the citizens of Jackson by entering into an agreement with Homeland Security in exchange for helpful resources that will aid in seeking justice for citizens victimized within the City of Jackson.					
5.	<b>Schedule (beginning date)</b>	Effective upon signatures by the Authorized Personnel					
6.	<b>Location:</b> ■ WARD  ■ CITYWIDE (yes or no) (area) ■ ■ Project limits if applicable	ALL WARDS  CITY WIDE					
7.	<b>Action implemented by:</b> ■ City Department  ■ Consultant	Consultant					
8.	<b>COST</b>	NONE TO CITY OF JACKSON					
9.	<b>Source of Funding</b> ■ General Fund ■ Grant ■ Bond ■ Other x	Other					
10.	<b>EBO Participation</b>	ABE	_____ %	WAIVER	yes _____	no _____	N/A _____
		AABE	_____ %	WAIVER	yes _____	no _____	N/A _____
		WBE	_____ %	WAIVER	yes _____	no _____	N/A _____
		HBE	_____ %	WAIVER	yes _____	no _____	N/A _____
		NABE	_____ %	WAIVER	yes _____	no _____	N/A _____

Jackson Police Department



327 East Pascagoula Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMORANDUM

**To:** Chokwe A. Lumumba, Mayor

**From:** James E. Davis, Chief of Police

A handwritten signature in dark ink, appearing to be "J.E. Davis".

**Date:** March 24, 2021

**Subject:** ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AN AGREEMENT WITH HOMELAND SECURITY INVESTIGATIONS ("HSI") AND THE JACKSON POLICE DEPARTMENT FOR AN UNDETERMINED TERM AT THIS TIME

---

It is my recommendation that the City of Jackson, Mississippi enter into an Order Authorizing the City of Jackson to Enter into an Agreement with Homeland Security Investigation ("HSI") and the Jackson Police Department. This agreement will allow a Jackson Police Officer to work with the Homeland Security Department as a taskforce officer for an undetermined time.

If you have any questions, or need additional information, please feel free to contact me.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH HOMELAND SECURITY INVESTIGATIONS (HSI) TO UTILIZE A JACKSON POLICE DEPARTMENT DETECTIVE TO WORK WITH HSI AS A TASK FORCE OFFICER is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Monica D. Allen, *Interim City Attorney*  
James Anderson, *Special Assistant* 

  
\_\_\_\_\_  
DATE



Email to Cmdr  
Thompson, D/C Hearn  
S. Robinson  
3/24/21

327 East Pascagoula  
Post Office Box 17  
Jackson, Mississippi  
39205-0017

# MEMORANDUM INTERDEPARTMENTAL

Rec'd e-mail to DORRIS  
3/24

To: James E. Davis, Chief of Police

*[Signature]* 3-24-21

Via: Joseph Wade, Assistant Chief of Police

*[Signature]* 3-24-21 (make forward with agent form)

Via: Deric Hearn, Deputy Chief of Major Investigations

out of office *[Signature]* 3/23/21

From: Abraham Thompson, Commander of Major Investigations

*[Signature]* 1404 3/23/21

Date: Tuesday, March 23, 2021

Re: Memorandum of Understanding with Homeland Security Investigations

On Thursday, March 18, 2021, a memorandum was received from Sergeant Scott Albrecht IBM 119 in reference to a Task Force Officer Position with Homeland Security Investigations.

Sergeant Albrecht advised that Resident Agent in charge Christopher Heck with Homeland Security Investigations (HSI) gave him notice that there is an opening for a Task Force Officer with HSI. Resident Agent Heck also expressed their interest in Detective Warren Hull as a person of interest for this open position. Sergeant Albrecht stated that he was assured that the position would not affect Detective Hull's current work schedule with the Narcotics Division.

Detective Warren Hull IBM 1787 also submitted a memorandum which list the benefits of Jackson Police Department entering into a Memorandum of Understanding with Homeland Security Investigations. Those benefits were as following:

- Ability to DAAG money on all bulk currency seizures/forfeitures due to collaboration and work on investigations.
- Access to additional manpower.
- Access to latest technology – i.e., technical surveillance equipment, undercover platforms, etc.
- Access to Cis and ability to pay Cis, pay for evidence, buy money, etc.
- Access to national laboratories if needed – narcotics labs, forensic lab – fingerprint examinations, etc.
- Overtime for Task Force Officers
- Access to current intelligence re: Jackson and crime activity – criminal enterprises operating here in Jackson.
- Access to Intelligence analysts

- Access to surveillance platforms
- International reach – offices all over the world
- Training opportunities
- Expanded state-wide network to LE agencies

After processing the information presented to me, I, Commander Abraham Thompson strongly believe that entering this agreement will be a great asset and resource for the Jackson Police Department's Major Investigations Division. Be advised that this position does not intel the Jackson Police Department participating in the removal of any illegal immigrants from the City of Jackson. City Legal Attorney James Anderson did review and approve the Memorandum of Understanding with Homeland Security Investigations.

Thank you for your consideration in this matter.

Jackson Police Department  
Major Investigations  
Vice & Narcotics



## MEMORANDUM INTERDEPARTMENTAL

---

To: Sergeant Scott Albrecht SA 119

From: Detective Warren Hull *WH*

Date: 03/05/2021

Re: Task Force Officer Position Homeland Security Investigations (TFO/HSI)

---

Since working with Homeland Security Investigations (HSI), the Jackson Police Vice & Narcotics Unit has gained access to intelligence and resources. JPD Narcotics Unit have recovered over 90 ounces of cocaine which resulted in several arrest and would have benefited in the sharing of almost \$1 million dollars in seized U.S. Currency had our relationship been official. Working with HSI benefits the Jackson Police Department in several ways.

- Ability to DAAG money on all bulk currency seizures/forfeitures due to collaboration and work on investigations
- Access to additional manpower
- Access to latest technology – i.e., technical surveillance equipment, undercover platforms, etc.
- Access to CIs and ability to pay CIs, pay for evidence, buy money, etc.
- Access to national laboratories if needed – narcotics labs, forensic lab – fingerprint examinations, etc.
- OT for TFOs
- Access to current intelligence re: Jackson and crime activity – criminal enterprises operating here in Jackson
- Access to intelligence analysts
- Access to surveillance platforms
- International reach – offices all over the world
- Training opportunities
- Expanded state-wide network to LE agencies

*Warren Hull #1787*  
Corporal, Detective Warren Hull #1787  
Jackson Police Department

**MEMORANDUM OF UNDERSTANDING**

between

**HOMELAND SECURITY INVESTIGATIONS**

and

Jackson Police Department

regarding

**THE DESIGNATION OF**

Jackson Police Department

**EMPLOYEES**

**AS CUSTOMS OFFICERS (EXCEPTED)**

1. **PARTIES.** The Parties to this Memorandum of Understanding (MOU) are Homeland Security Investigations (HSI) and Jackson Police Department (JPD)
2. **AUTHORITY.** Title 19, United States Code (U.S.C.), Section 1401(i); 19 U.S.C. § 1589a. This MOU is also authorized under the provisions of Mississippi Uniform Code
3. **PURPOSE.** The Parties agree that effective enforcement of the laws relating to HSI jurisdiction requires close cooperation and coordination between the two Parties. The Parties have therefore entered into this MOU to govern the use of HSI designations by certain employees of Jackson Police Department

Pursuant to section 401(i), Tariff Act of 1930, as amended (19 U.S.C. § 1401(i)), the Secretary of Homeland Security is authorized to designate persons as Customs Officers (Excepted) to perform the duties of a Customs Officer. This authority has been delegated to the HSI Special Agents in Charge. Pursuant to 19 U.S.C. § 1589a, customs officers are authorized to enforce the full range of federal offenses. However, in designating Customs Officers (Excepted), HSI is not conveying the authority to enforce administrative violations of immigration law.

There may be instances when HSI determines that it is desirable for certain sworn law enforcement employees of Jackson Police Department to perform certain HSI duties. This MOU sets forth the agreement and relationship between the Parties with respect to this determination.

**4. RESPONSIBILITIES.**

The Parties agree as follows:

HSI agrees to:

- a. Designate certain employees of Jackson Police Department as Customs Officers (Excepted), without additional compensation, to perform the duties as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer". This form is attached and is hereby made part of this MOU;
- b. Issue a "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" to each qualified and designated employee;
- c. Provide appropriate training in laws, policies, and procedures to each designated employee;



- d. Advise the designated Customs Officers (Excepted) about court proceedings concerning seizures or arrests made by them in accordance with the authorities granted by HSI contemplated under this MOU; and
- e. Process, under appropriate regulations, any injury claim submitted as a result of injuries occurring to the designated Customs Officers (Excepted) while such individuals are acting pursuant to this MOU, for compensation under the Federal Employee Workers Compensation Act (5 U.S.C. § 8101, *et seq.*).

JPD \_\_\_\_\_ agrees:

- a. That only sworn law enforcement officers of Jackson Police Department who successfully complete the appropriate HSI Task Force Officer cross-designation Training Course and receive an approved "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" will be designated as Customs Officers (Excepted);
- b. That each law enforcement officer will be bound by the Authorities Granted and the Endorsements and Restrictions as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer";
- c. To advise HSI of each court proceeding in which the validity of a Customs Officer (Excepted)'s enforcement authority becomes an issue, and allow HSI to provide legal memoranda or other assistance as deemed necessary by HSI;
- d. That agency employees designated as Customs Officers (Excepted) will follow HSI directives and instructions when utilizing enforcement authority conveyed by HSI;
- e. To provide to HSI, before designation of each officer and on an ongoing basis, any derogatory information, or information that may call into question the officer's truthfulness or ability to testify in court; and
- f. To return all HSI-issued equipment and identification when a cross-designated officer terminates employment or when his or her cross-designation expires.

Both Parties agree:

- a. That any abuse of HSI cross-designation authority may lead to the revocation of such cross-designations by HSI; and
  - b. To schedule periodic meetings to review this MOU, as required.
5. **REPORTING AND DOCUMENTATION.** HSI SAC offices will maintain the original signed "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer". Copies of this form will be held by the Contraband Smuggling Unit at HSI Headquarters, the designated Customs Officer (Excepted), and  
Jackson Police Department

If applicable, the HSI office will maintain documentation of designated Customs Officers (Excepted) approved to use HSI vehicles and certification that the designated Customs Officers (Excepted) have completed the Fleet Card Training in Virtual University and any other fleet related training.

**6. POINTS OF CONTACT.**

HSI Office: Jackson, Mississippi	JPD _____ :
Name: Christopher R. Heck	Name: Deric Hearn
Title: Resident Agent in Charge	Title: Deputy Chief
Address: 202 Metroplex Blvd.	Address: 327 East Pascagoula Street
Pearl, Mississippi 39208	Jackson, Mississippi 39205
Telephone Number: +1 (646) 335-7696	Telephone Number: +1 (601) 960-1623
Fax Number: +1 (601) 933-7474	Fax Number: +1 (601) 960-1642
E-mail Address: Christopher.R.Heck@ice.dhs.gov	E-mail Address: <u>derich@city.jackson.ms.us</u>

7. **OTHER PROVISIONS.** This MOU is an internal agreement between the Parties and does not confer any rights, privileges, or benefits to any other party or the public.

Nothing in this MOU is intended to conflict with current laws, regulations, or policies of either Party. If a term of this MOU is inconsistent with such authority, that term shall be invalid but the remaining terms and conditions of this MOU shall remain in full force and effect.

Nothing in this MOU is intended or shall be construed to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1341-1519.

The forms and authorities referenced herein may be renamed or replaced by HSI without prejudice to this MOU.

8. **EFFECTIVE DATE.** The terms of this MOU will become effective on the date the last Party signs the MOU. The Designation Form of each Customs Officer (Excepted) is effective per the date on that document.

9. **MODIFICATION.** This MOU may be amended by the written concurrence of both Parties.

10. **TERMINATION.** This MOU may be terminated by either Party upon a 30-day written notification to the other Party.

**APPROVED BY:**

Gilbert S. Trill  
Name of HSI Official  
  
Acting Special Agent in Charge  
Title of HSI Official  
Homeland Security Investigations  
U.S. Immigration and Customs Enforcement

James E. Davis  
Name of JPD 's Official  
  
Chief of Police  
Title of JPD 's Official  
Name of JPD 's Agency

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Jackson Police Department



327 East Pascagoula Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

## Memorandum

To: Abraham Thompson *1404 3/22/21*  
Commander, Major Investigations

From: Scott Albrecht *S.A # 119*  
Sergeant, Narcotics Unit

Date: 03/18/21

Re: Task Force Officer Position with Homeland Security Investigations

---

It has been brought to my attention that there is an opening for a Task Force Officer with Homeland Security Investigations and the Resident Agent in Charge Christopher Heck has expressed interest in Detective Warren Hull filling the position.

I have been assured that the position wouldn't affect Detective Hulls day to day work with the Narcotics Unit and would increase his ability to conduct investigations because of all the resources HSI would make available to him. Most of the resources are listed in Detective Hull's memo and I can't see any downside to this relationship should the Command Staff wish to proceed with a MOU. Thank you for your consideration in this matter.



OFFICE OF THE  
CITY CLERK

WANEY

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND SOUL CITY CHURCH FOR MANAGEMENT AND USE OF CITY-OWNED POOL PROPERTY, LOCATED AT 1324 NORTH MILL STREET, JACKSON, MISSISSIPPI. (HARRIS, LUMUMBA)**

**WHEREAS**, Soul City Church would like to partner with the City of Jackson, Mississippi ("City") to manage and utilize the Mill Street Swimming Pool, located at 1324 North Mill Street, providing positive and supportive community service to our community; and

**WHEREAS**, Soul City Church will provide the City with proof of liability insurance in the amount of One Million Dollars (\$1,000,000), and will add the City as an additional insured prior to executing any Agreement; and

**WHEREAS**, Soul City Church's purpose and focus, is to provide swim instruction and learning programs during the spring and summer months for all youth, adults and families in a safe and professional environment; and

**WHEREAS**, Soul City Church shall operate its youth and adult programs and projects in accordance with the rules and regulations established by the City of Jackson.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a Facilities Use Agreement with Soul City Church, governing its use and management of the Mill Street Swimming Pool for the period commencing on April 15, 2021 and ending on December 31, 2022, unless terminated earlier.

**IT IS FURTHER ORDERED** that a copy of said agreement be filed for record in the Office of City Clerk.

Agenda Item No. 10  
Agenda Date April 13, 2021  
(HARRIS, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**04-01-21**  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>																																								
1.	<b>Brief Description</b>	This is a Facility Use Agreement with the City and Soul City Church to utilize and manage the Mill Street Swimming Pool.																																								
2.	<b>Public Policy Initiative</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation 7. Quality of Life	Youth & Education, Crime Prevention, Quality of Life																																								
3.	<b>Who will be affected</b>	Youth and adults, participating in the Mill Street swimming pool activities and programs.																																								
4.	<b>Benefits</b>	Provides positive and supportive community service.																																								
5.	<b>Schedule (beginning date)</b>	Upon Council Approval																																								
6.	<b>Location:</b> WARD  CITYWIDE (yes or no) (area)  Project limits if applicable	City-wide (No)																																								
7.	<b>Action implemented by:</b> City Department <input type="checkbox"/>  Consultant <input type="checkbox"/>	Department of Parks & Recreation																																								
8.	<b>COST</b>	None																																								
9.	<b>Source of Funding</b> General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	N/A																																								
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes</td> <td>___ No</td> <td>___</td> <td>N/A</td> <td><b>X</b></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes</td> <td>___ No</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes</td> <td>___ No</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes</td> <td>___ No</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes</td> <td>___ No</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<b>X</b>	AABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	___	WBE	_____ %	WAIVER	___ Yes	___ No	___	N/A	___	HBE	_____ %	WAIVER	___ Yes	___ No	___	N/A	___	NABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	___
ABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<b>X</b>																																			
AABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	___																																			
WBE	_____ %	WAIVER	___ Yes	___ No	___	N/A	___																																			
HBE	_____ %	WAIVER	___ Yes	___ No	___	N/A	___																																			
NABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	___																																			

Parks & Recreation Department  
1000 Metro Center, Suite 104  
Jackson, MS 39209-7503  
601-960-0716 (Office)  
601-960-1576 (Fax)  
Website: [www.jacksonms.gov](http://www.jacksonms.gov)



*"One City, One Aim, One Destiny"*

# Memo

**To:** The Honorable Mayor Chokwe Antar Lumumba  
**From:** Ison B. Harris, Jr., Director, Parks & Recreation Department  
**Date:** April 1, 2021  
**Re:** Facility Use Agreement – Soul City Church (Mill Street Pool)

---

The attached agenda item is a Facility Use Agreement between the City and Soul City Church. The agreement defines the respective responsibilities of both the City and Soul City Church for the management and use of the Mill Street Swimming Pool.

The City will provide the physical facility while Soul City Church provides the necessary staff and equipment, to ensure a successful program.

IBHjr/pb

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND SOUL CITY CHURCH FOR MANAGEMENT AND USE OF CITY-OWNED POOL PROPERTY, LOCATED AT 1324 NORTH MILL STREET, JACKSON, MISSISSIPPI is legally sufficient for placement in NOVUS Agenda.

  
Monica D. Allen, *Interim City Attorney*

4/6/2024  
Date

OFFICE OF THE CITY ATTORNEY  
4/6/2024



**SOUL CITY CHURCH**

**FACILITY USE AGREEMENT**

This Agreement, made by and between the City of Jackson, Mississippi, a municipal corporation, hereinafter called "City", and Soul City Church, a nonprofit corporation, hereinafter called "User".

WITNESSETH:

In consideration of mutual agreements contained herein, the parties hereto agree as follows:

1. The User shall operate/manage the Mill Street Swimming Pool, located at 1324 North Mill Street, Jackson, Mississippi, hereinafter called "User", beginning April 15, 2021 and ending December 31, 2022. The User may exercise certain storage and access rights during the non-use period, with written approval from the City's Parks and Recreation Director, hereinafter called "Director" or his designee.
2. By becoming a party to this Agreement, the User affirms its existence as a non-profit corporation, as evidenced by registration as such with the Mississippi Secretary of State pursuant to the Mississippi Nonprofit Corporation Act, Section 79-11-101, et seq., of the Mississippi Code of 1972, as amended.
3. The User shall operate its youth program in accordance with its bylaws, policies and procedures, rules and regulations, all of which have heretofore been provided to the Director or his designee for approval or modification. If any changes in its governing methods are desired, the User shall submit said proposed changes to the Director or his designee for approval. Any such approval may be subject to obtaining approval from the governing authority of the City.
4. The User shall be responsible for the swimming pool and park and all other maintenance, which includes cutting grass, keeping the pool properly operated & maintained and keeping the park free of trash and debris. Erection by the User of any sign or banner shall require the prior written approval of the Director or his designee.
5. The User shall make no permanent physical improvements to the Facilities without first obtaining approval from the governing authorities. Any physical improvements made by the User shall be in compliance with all municipal building, plumbing, gas and electrical codes and shall become the property of the City.
6. The User shall provide all equipment, uniforms, and personnel necessary to operate its program.

## SOUL CITY CHURCH

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7. All revenue received by the User shall be used solely for the use and benefit of operating and managing its program or making approved improvements of the facility.
8. The User shall submit to the Director or his designee the name of an individual to act as Certified Lifeguard for its program who shall conduct certification clinics on an as needed basis and shall be responsible for having at least 2 certified persons on duty at all times. The Certified Lifeguard shall maintain proof of certification of all active lifeguards and provide a list of all certified staff to the Director or his designee prior to the start of the activities of the User.
9. The User shall use the Facilities in a safe manner, shall not cause or permit damage or injury thereto, and shall comply with all applicable Federal, State and local laws, rules, regulations, policies and procedures. The User shall be responsible for informing its staff and other personnel of these laws, rules, regulations, policies and procedures. Absent written consent of the City, the Facilities shall not be used for any purpose except those herein designated.
10. The User shall be financially responsible for excessive electricity consumption at the Facilities that exceeds \$10,000.00, as billed to the City, during the term of this Agreement. In addition, the User shall be solely responsible for the installation and payment of all telephone services deemed necessary for its operation pursuant to this Agreement.
11. The Facilities shall remain the property of the City; therefore, the City may enter the Facilities at any time during the period of this Agreement for inspection or supervision deemed necessary by the City.
12. The User shall report all vandalism to the Director or his designee immediately upon its discovery. Thereafter, the User shall submit a written report of such vandalism.
13. The User shall provide the Director or his designee with a certificate of insurance evidencing comprehensive liability coverage naming the City of Jackson as co-insured in combined limits not less than \$1,000,000 for bodily injury and property damage. The User expressly releases the City, its agents, officers and employees from any and all damage or injury to persons or property arising out of the performance of this Agreement and indemnifies the City against all damages, liabilities, expenses and losses incurred by the City as a result of the User's performance under this Agreement.
14. The Director or his designee shall serve as the liaison between the City and the User and, shall ensure compliance therewith.

## SOUL CITY CHURCH

15. This Agreement may be terminated by either party upon giving thirty (30) days written notice to the other party. Notwithstanding termination by election of parties, the User's violation of any term or condition of this Agreement shall place it in default, thereby allowing the City to terminate this Agreement immediately.
16. Failure of the City to insist upon strict performance of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of such term or condition.
17. The User is in all respects an independent entity, not being a part of the City or associated therewith, except as a party to this Agreement.
18. Nothing contained herein shall be construed to be a waiver of governmental immunity by the City, its officers and employees.
19. The User shall not assign or sublease, in whole or in part, any right or responsibility set forth herein and any facility outlined in this Agreement, with the exception of the operation of concessions. The User must receive the Director's or his designee's written consent prior to entering into any concession agreement with a third party. Such approval may be subject to approval by the City's governing authorities. Any agreement that will assign or sublease the sale of concessions must be in writing and must be approved by the Director or his designee prior to taking effect.
20. The User shall, at the end of this Agreement, provide the Director or his designee with a complete financial statement outlining the income and expenses of the User and any expenditure solely for the improvement of the Facilities covered by this Agreement.
21. The User shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end that, in accordance with Title VI of that act and regulation, no person in the United States shall, on grounds of race, color, age, sex, religion, handicap or national origin, be excluded from participation as a result of any use or activity by the user at the stated facility.
22. Notices required or permitted to be sent to the parties hereof shall be deemed to have been given when sent as follows:

**City:**

Ison B. Harris, Jr., Director  
Parks and Recreation Department  
City of Jackson  
Post Office Box 17  
Jackson, MS 39205  
601-960-0471  
[iharris@jacksonms.gov](mailto:iharris@jacksonms.gov)

**User:**

Scott Fortenberry  
Soul City Church  
226 Whitfield Street  
Jackson, MS 39202  
601-559-9778  
[scott410berry@gmail.com](mailto:scott410berry@gmail.com)  
[contactsoulcityjackson@gmail.com](mailto:contactsoulcityjackson@gmail.com)

**SOUL CITY CHURCH**

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23. This Agreement is executed by each party hereto after first being duly authorized to do so.

IN WITNESS WHEREOF, this Agreement is entered into on the date first written above.

**CITY OF JACKSON, MISSISSIPPI**

BY: \_\_\_\_\_  
**Chokwe A. Lumumba, Mayor**

ATTEST:

\_\_\_\_\_  
**Kristi Moore, City Clerk**

(Seal)

**ORGANIZATION NAME**

BY: \_\_\_\_\_  
**Scott Berry, Pastor**

ATTEST:

\_\_\_\_\_  
(Seal)

**Copy To: Office of the City Attorney  
Attention: City Attorney  
P. O. Box 2779  
Jackson, MS 39207-2779**

**ORDER AUTHORIZING THE MAYOR TO REVISE THE 2020/2021 FISCAL YEAR BUDGET FOR THE CITY OF JACKSON, DEPARTMENT OF PARKS AND RECREATION, TO TRANSFER FUNDS FROM THE PERSONAL SERVICES CATEGORY TO OTHER SERVICES AND CHARGES CATEGORY, FOR A TOTAL AMOUNT OF \$5,000.00. (WARDS 1-7) (HARRIS, LUMUMBA)**

**WHEREAS**, it is the desire of the City of Jackson, Department of Parks and Recreation to constantly offer the best possible customer service to all of our golf patrons; and

**WHEREAS**, on February 17, 2021, Item Number 22, City Council approved the Department of Parks and Recreation’s request to open Pro Shops at the Pete Brown and Grove Park Golf Course Facilities; and

**WHEREAS**, the following request to transfer funds, will be used to purchase, sell and provide quality golf equipment and merchandise to patrons.

FUNDS TRANSFER FROM:		FUNDS TRANSFER TO:	
Personal Services Category	\$5,000.00	Other Services and Charges Category	\$5,000.00

**WHEREAS**, the City of Jackson, Department of Parks and Recreation, will purchase quality items at cost and will deposit proceeds back into the City Department revenue account; and

**WHEARAS**, items for sale will include, but are not limited to the items listed below:

- Face Masks
- Golf Shirts
- Bucket Hats
- Gloves
- Sun Visors
- Caps
- Rain Gear
- Golf Balls
- Ball Markers
- Golf Tees
- Yardage Books & Book Covers
- Score Card Holders
- Golf Towels
- Green Repair Tool
- Head and Putter Covers
- Golf Clubs
- Golf Shoes; and

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to revise the Department of Parks and Recreation’s 2020-2021 budget, to allow transfer of funds from the **Personal Services Category** to **Other Services and Charges Category**, in the amount of \$5,000.00.

Agenda Item No. <b>17</b> Agenda Date April 13, 2021 (HARRIS, LUMUMBA)
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**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

04-01-21  
DATE

<b>POINTS</b>		<b>COMMENTS</b>																																																							
1.	<b>Brief Description</b>	This is an Order authorizing the Mayor to revise the 2020/2021 Fiscal Year Budget for the City of Jackson, Department of Parks and Recreation, to transfer funds from the Personal Services Category, to Other Services and Charges Category, in the amount of \$5,000.00.																																																							
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life																																																							
3.	<b>Who will be affected</b>	Pete Brown and Grove Park golf patrons.																																																							
4.	<b>Benefits</b>	Allows golf patrons to purchase merchandise and equipment at competitive rates; as well as brings in added revenue.																																																							
5.	<b>Schedule (beginning date)</b>	Upon Council Approval																																																							
6.	<b>Location:</b> WARD  CITYWIDE-(yes or no) (area)  Project limits if applicable	Wards 3 and 4																																																							
7.	<b>Action implemented by:</b> City Department <input type="checkbox"/>  Consultant <input type="checkbox"/>	Department of Parks & Recreation																																																							
8.	<b>COST</b>	2020-21 FY Budget Revision Transfer of Funds in the amount of: \$5,000.00																																																							
9.	<b>Source of Funding</b> General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	<b>FROM:</b> Personal Services Category - \$5,000.00  <b>TO:</b> Other Services and Charges - \$5,000.00																																																							
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td><td>_____</td><td>%</td><td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u>X</u></td> </tr> <tr> <td>AABE</td><td>_____</td><td>%</td><td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u>X</u></td> </tr> <tr> <td>WBE</td><td>_____</td><td>%</td><td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u>X</u></td> </tr> <tr> <td>HBE</td><td>_____</td><td>%</td><td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u>X</u></td> </tr> <tr> <td>NABE</td><td>_____</td><td>%</td><td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u>X</u></td> </tr> </table>	ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	AABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	WBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	HBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																															
AABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																															
WBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																															
HBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																															
NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																															

Parks & Recreation Department  
1000 Metro Center, Suite 104  
Jackson, MS 39209-7503  
601-960-0716 (Office)  
601-960-1576 (Fax)  
Website: [www.jacksonms.gov](http://www.jacksonms.gov)



*"One City, One Aim, One Destiny"*

# Memo

**TO:** The Honorable Mayor Lumumba  
**FROM:** Ison B. Harris, Jr., Director  
Department of Parks and Recreation  
**DATE:** April 1, 2021  
**RE:** 2020/2021 Fiscal Year Budget – Golf Pro Shops - Funds Category  
Transfer Request

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This is an Order authorizing the Mayor to revise the 2020/2021 Fiscal Year Budget for the City of Jackson, Department of Parks and Recreation, to transfer funds from the Personal Services Category, to Other Services and Charges categories, in the amount of \$5,000.00.

The Department of Parks and Recreation, recommends that this Order is accepted.

Thank you.

IBHjr/pb

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO REVISE THE 2020/2021 FISCAL YEAR BUDGET FOR THE CITY OF JACKSON, DEPARTMENT OF PARKS AND RECREATION, TO TRANSFER FUNDS FROM THE PERSONAL SERVICES CATEGORY TO OTHER SERVICES AND CHARGES CATEGORY, FOR A TOTAL AMOUNT OF \$5,000.00 is legally sufficient for placement in NOVUS Agenda.

  
Monica D. Allen, *Interim City Attorney*

4/6/2021  
Date

OFFICE OF THE CITY ATTORNEY  
4/6/2021



**ORDER APPROVING HILLVIEW SUBDIVISION'S APPLICATION TO INSTALL A PUBLIC ACCESS GATES ON BRECON DRIVE EAST OF THE HILLVIEW DRIVE INTERSECTION BETWEEN PARCEL NUMBERS 574-44 AND 574-28. (WARD 1)**

**WHEREAS**, the Hillview Subdivision presented a request to construct a public access gate on Brecon Drive, east of the Hillview Drive intersection, between Parcel Numbers 574-44 and 574-28, as shown on Public Access Gate Application No.16, located in the City of Jackson, First Judicial District, Hinds County, Mississippi; and

**WHEREAS**, the gate design, as revised and submitted to the Site Plan Review Committee, accommodates the 15" required width on both sides of center box for fire trucks or other large vehicles and adheres to all water/sewer requirements and other City requirements; and

**WHEREAS**, the Hillview Subdivision will provide the required insurance policy to protect the City against any liability for damages; and

**WHEREAS**, the Site Plan Review Committee provided clearance to submit the Application to the City Council after all Technical Objections that were raised by the Site Plan Review Committee were addressed by the Petitioners; and

**WHEREAS**, pursuant to Section 110-28 of the Jackson Code of Ordinances, the item is placed on the Council Agenda and a Public Hearing is held seeking public input for or against the public access gate; and

**WHEREAS**, after said Public Hearing, the City Council is to make a final decision on the application.

**IT IS, THEREFORE, ORDERED** that Hillview Subdivision's application to construct a public access gate on Brecon Drive, east of the Hillview Drive intersection, between Parcel Numbers 574-44 and 574-28, as shown on Public Access Gate Application No.16, located in the City of Jackson, First Judicial District, Hinds County, Mississippi, is approved and the Department of Public Works is authorized to issue a Right-of-Way Permit for said gate(s).

Agenda Item No. 18  
Agenda Date April 13, 2021  
(HILLMAN, LUMUMBA)



CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET April 6, 2021

DATE

POINTS		COMMENTS
1.	<b>Brief Description</b>	ORDER APPROVING HILLVIEW SUBDIVISION'S APPLICATION TO INSTALL A PUBLIC ACCESS GATES ON BRECON DRIVE EAST OF THE HILLVIEW DRIVE INTERSECTION BETWEEN PARCEL NUMBERS 574-44 AND 574-28. (WARD 1)
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	2,4, 5, 7
3.	<b>Who will be affected</b>	Residents and visitors of Hillview Subdivision
4.	<b>Benefits</b>	Public access gate.
5.	<b>Schedule (beginning date)</b>	Upon Effective Date after approval
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD 1</li> <li>▪ CITYWIDE (yes or no) (area) No</li> <li>▪ Project limits if applicable</li> </ul>	
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input checked="" type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	Department of Planning and Development Code Services Division
8.	<b>COST</b>	None
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund <input checked="" type="checkbox"/></li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> </ul>	

	<input type="checkbox"/> <b>Other</b>	
<b>10.</b>	<b>EBO participation</b>	ABE _____ % WAIVER yes ___ no ___ N/A AABE _____ % WAIVER yes ___ no ___ N/A WBE _____ % WAIVER yes ___ no ___ N/A HBE _____ % WAIVER yes ___ no ___ N/A NABE _____ % WAIVER yes ___ no ___ N/A



**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Jordan Rae Hillman, AICP  
Director, Department of Planning and Development

**Date:** April 7, 2021

**Subject:** Agenda Item for City Council Meeting – Hillview Public Access Gate

Attached you will find an order approving and an order denying the installation of a public access gate on Brecon Drive east of the Hillview Drive intersection. This application was filed under the old ordinance and is the last application to be processed under that ordinance. It was not subject to the community meeting requirements.

The Hillview Subdivision filed a Site Plan Review Application for the installation of a public access gate on Brecon Drive east of the Hillview Drive intersection. The Site Plan Review Committee reviewed the request and has deemed that this item is ready to be placed on the next available City Council Agenda for the Approval or Denial by the City Council. In accordance with Section 110-28, the public access gate ordinance, these two items are to be placed on the Council hearing; and a Public Hearing must be held to seek public input for or against the proposal. After that hearing, the Council is to make a final decision on this application.

Site Plan Review Findings: All Site Plan Review Committee members signed off on the review of the above mentioned project(s). If you have any questions or comments, please do not hesitate to call me at (601) 960-1993.


Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

---

This ORDER APPROVING HILLVIEW SUBDIVISION'S APPLICATION TO INSTALL A PUBLIC ACCESS GATES ON BRECON DRIVE EAST OF THE HILLVIEW DRIVE INTERSECTION BETWEEN PARCEL NUMBERS 574-44 AND 574-28. (WARD 1) is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Monica D. Allen, *Interim City Attorney*  
Chandra Gayten, *Deputy City Attorney* CG

  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
CG

**ORDER DENYING HILLVIEW SUBDIVISION'S APPLICATION TO INSTALL A PUBLIC ACCESS GATES ON BRECON DRIVE EAST OF THE HILLVIEW DRIVE INTERSECTION BETWEEN PARCEL NUMBERS 574-44 AND 574-28. (WARD 1)**

**WHEREAS**, the Hillview Subdivision presented a request to construct a public access gate on Brecon Drive, east of the Hillview Drive intersection, between Parcel Numbers 574-44 and 574-28, as shown on Public Access Gate Application No.16, located in the City of Jackson, First Judicial District, Hinds County, Mississippi; and

**WHEREAS**, the gate design, as revised and submitted to the Site Plan Review Committee, accommodates the 15" required width on both sides of center box for fire trucks or other large vehicles and adheres to all water/sewer requirements and other City requirements; and

**WHEREAS**, the Hillview Subdivision will provide the required insurance policy to protect the City against any liability for damages; and

**WHEREAS**, the Site Plan Review Committee provided clearance to submit the Application to the City Council after all Technical Objections that were raised by the Site Plan Review Committee were addressed by the Petitioners; and

**WHEREAS**, pursuant to Section 110-28 of the Jackson Code of Ordinances, the item is placed on the Council Agenda and a Public Hearing is held seeking public input for or against the public access gate; and

**WHEREAS**, after said Public Hearing, the City Council is to make a final decision on the application.

**IT IS, THEREFORE, ORDERED** that Hillview Subdivision's application to construct a public access gate on Brecon Drive, east of the Hillview Drive intersection, between Parcel Numbers 574-44 and 574-28, as shown on Public Access Gate Application No.16, located in the City of Jackson, First Judicial District, Hinds County, Mississippi, is denied.

Agenda Item No. 19  
Agenda Date April 13, 2021  
(HILLMAN, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET April 6, 2021

DATE

POINTS		COMMENTS
1.	<b>Brief Description</b>	ORDER APPROVING HILLVIEW SUBDIVISION'S APPLICATION TO INSTALL A PUBLIC ACCESS GATES ON BRECON DRIVE EAST OF THE HILLVIEW DRIVE INTERSECTION BETWEEN PARCEL NUMBERS 574-44 AND 574-28. (WARD 1)
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	2,4, 5, 7
3.	<b>Who will be affected</b>	Residents and visitors of Hillview Subdivision
4.	<b>Benefits</b>	Public access gate.
5.	<b>Schedule (beginning date)</b>	Upon Effective Date after approval
6.	<b>Location:</b> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	1  No
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Planning and Development Code Services Division
8.	<b>COST</b>	None
9.	<b>Source of Funding</b> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/>	



	<input type="checkbox"/> <b>Other</b>								
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes	___	no	___	N/A
		AABE	_____ %	WAIVER	yes	___	no	___	N/A
		WBE	_____ %	WAIVER	yes	___	no	___	N/A
		HBE	_____ %	WAIVER	yes	___	no	___	N/A
		NABE	_____ %	WAIVER	yes	___	no	___	N/A



**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Jordan Rae Hillman, AICP  
Director, Department of Planning and Development

**Date:** April 7, 2021

**Subject:** Agenda Item for City Council Meeting – Hillview Public Access Gate

Attached you will find an order approving and an order denying the installation of a public access gate on Brecon Drive east of the Hillview Drive intersection. This application was filed under the old ordinance and is the last application to be processed under that ordinance. It was not subject to the community meeting requirements.

The Hillview Subdivision filed a Site Plan Review Application for the installation of a public access gate on Brecon Drive east of the Hillview Drive intersection. The Site Plan Review Committee reviewed the request and has deemed that this item is ready to be placed on the next available City Council Agenda for the Approval or Denial by the City Council. In accordance with Section 110-28, the public access gate ordinance, these two items are to be placed on the Council hearing; and a Public Hearing must be held to seek public input for or against the proposal. After that hearing, the Council is to make a final decision on this application.

Site Plan Review Findings: All Site Plan Review Committee members signed off on the review of the above mentioned project(s). If you have any questions or comments, please do not hesitate to call me at (601) 960-1993.

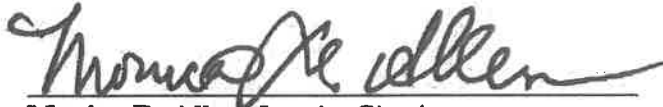
Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

---

This ORDER DENYING HILLVIEW SUBDIVISION'S APPLICATION TO INSTALL A PUBLIC ACCESS GATES ON BRECON DRIVE EAST OF THE HILLVIEW DRIVE INTERSECTION BETWEEN PARCEL NUMBERS 574-44 AND 574-28. (WARD 1) is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Interim City Attorney*

Chandra Gayten, *Deputy City Attorney* CA

4/6/2021  
DATE

OFFICE OF THE CITY ATTORNEY



OFFICE OF THE CITY ATTORNEY  
CT

**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND RELATED DOCUMENTS WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, FOR FY2021 CONGRESSIONAL APPROPRIATIONS AND APPORTIONMENTS FOR SECTION 5307 URBANIZED AREA FORMULA GRANT FOR AMERICAN RESCUE PLAN ACT IN THE AMOUNT OF \$1,460,623.00**

**WHEREAS**, the American Rescue Plan Act of 2021, also called the COVID-19 Stimulus Package or American Rescue Plan, is a \$1.9 trillion economic stimulus bill passed on March 11, 2021, to speed up the United States recovery from the economic and health effects of the COVID-19 pandemic and the ongoing recession; and

**WHEREAS**, the American Rescue Plan Act provides \$30.46 billion in funding to support the transit industry response to COVID-19; and

**WHEREAS**, to receive said funds, the Urbanized Area must submit an application; and

**WHEREAS**, the City of Jackson will apply to the U.S. Department of Transportation, Federal Transit Administration, for financial assistance in the amount of \$1,460,623.00 for Section 5307 Urbanized Area Formula Grant for Planning, Capital, and Operating Assistance; and

**WHEREAS**, these funds must be used to support capital, operating, and planning expenses in response to the Covid-19 pandemic to operate and maintain the public transportation system; and

**WHEREAS**, there is no match required; and

**WHEREAS**, the Department of Planning and Development, through its Transit Division, is recommending that the City apply for and accept said award to use in operating and maintaining the public transportation system in response to the COVID-19 pandemic.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute the application and related documents with the U.S. Department of Transportation's Federal Transit Administration seeking a grant award of \$1,460,623.00 from the Section 5307 Formula Grant under the FY2021 America Response Plan Act to aid in the operation and maintenance of the public transportation system and execute the agreement and related documents.

Agenda Item No. 20  
Agenda Date April 13, 2021  
(HILLMAN, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 4/13/2021**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND RELATED DOCUMENTS WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, FOR FY2021 CONGRESSIONAL APPROPRIATIONS AND APPORTIONMENTS FOR SECTION 5307 URBANIZED AREA FORMULA GRANT FOR AMERICAN RESCUE PLAN ACT IN THE AMOUNT OF \$1,460,623.00
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	Infrastructure & Transportation
3.	<b>Who will be affected</b>	All residents of the City of Jackson.
4.	<b>Benefits</b>	These funds will be used to operate and maintain the public transportation system in response to COVID-19.
5.	<b>Schedule (beginning date)</b>	Grant application will occur following council action and mayor's execution of required documents.
6.	<b>Location:</b>	Citywide
7.	<b>Action implemented by: City Department</b>	Department of Planning & Development/Office of Transportation
8.	<b>COST</b>	\$1,460,623.00 (100%) and \$0 (0%) matching funds from the City of Jackson:
9.	<b>Source of Funding</b> General Fund Grant <input checked="" type="checkbox"/> Bond Other	FY2021 FTA Section 5307 Urbanized Area Formula ARP Act
10.	<b>EBO participation</b>	ABE % WAIVER yes no N/A <input checked="" type="checkbox"/> AABE % WAIVER yes no N/A <input checked="" type="checkbox"/> WBE % WAIVER yes no N/A <input checked="" type="checkbox"/> HBE % WAIVER yes no N/A <input checked="" type="checkbox"/> NABE % WAIVER yes no N/A <input checked="" type="checkbox"/>

# MEMORANDUM

**TO:** Chokwe A. Lumumba, Mayor

**THRU:** Jordan Hillman, Director  
Department of Planning & Development

**FROM:** Christine Welch, Deputy Director *CW*  
Office of Transportation

**DATE:** March 30, 2021

**RE:** Agenda Item for April 13, 2021 City Council Meeting

The attached agenda item authorizes the Mayor to execute applications, execute grant agreements and related documents in the amount of \$1,460,623.00 to receive federal funds from the United States Department of Transportation's Federal Transportation Administration (FTA) Urbanized Area Section 5307 Formula Grant Program under the ARP Act.

As the recipient of the funds, the City of Jackson agrees that said funds will be used to operate and maintain the public transportation system in response to COVID-19. These funds will be used for capital, operating and planning expenses. Said grant does not require matching funds.

If you have any questions, please call Christine Welch, Deputy Director, Office of Transportation at (601) 960-1909 or e-mail [cwelch@jacksonms.gov](mailto:cwelch@jacksonms.gov)

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND RELATED DOCUMENTS WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR THE FY2021 CONGRESSIONAL APPROPRIATIONS AND APPORTIONMENTS FOR SECTION 5307 URBANIZED AREA FORMULA GRANT FOR AMERICAN RESCUE PLAN ACT (ARP ACT) IN THE AMOUNT OF \$1,460,623 is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Interim City Attorney*

Chandra Gayten, *Deputy City Attorney* CA

4/5/2024

DATE

OFFICE OF THE CITY ATTORNEY  
CA



OFFICE OF THE CITY ATTORNEY  
CA

**ORDER AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION FOR A GRANT IN THE AMOUNT OF \$480,000 FOR THE CITY'S TRANSIT SYSTEM FOR THE FISCAL YEAR 2022 MULTIMODAL TRANSPORTATION IMPROVEMENT FUND AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS**

**WHEREAS**, the Mississippi Department of Transportation (MDOT) annually allocates funding for transit programs through its Multimodal Transportation Improvement Fund; and

**WHEREAS**, to receive these funds, the City of Jackson must submit an application; and

**WHEREAS**, the City of Jackson will apply to MDOT, for financial assistance in the amount of \$480,000 for operating assistance which represents allocations from the FY2022 apportionment; and

**WHEREAS**, funds can be used to support operating expenses for the City's transit system, JTRAN; and

**WHEREAS**, funds can be used as matching funds to existing Federal Transit Administration (FTA) funds received by the City; and

**WHEREAS**, the Department of Planning and Development, through its Transit Services Division, is recommending that a grant application be submitted and that the Mayor be authorized to execute the grant agreement and related documents to be used by the City's Transit System for the Fiscal Year 2022 Multimodal Transportation Improvement Fund.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute an application to be submitted to the Mississippi Department of Transportation for a grant in the amount of \$480,000.00 for the City's transit system.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute the agreement and related documents with the Mississippi Department of Transportation for the acceptance and implementation of the grant award of \$480,000 from MDOT to aid in the financing of the City's transit system.

Agenda Item No. 21  
Agenda Date April 13, 2021  
(HILLMAN, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 4/13/2021**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION FOR A GRANT IN THE AMOUNT OF \$480,000 FOR THE CITY'S TRANSIT SYSTEM FOR THE FISCAL YEAR 2022 MULTIMODAL TRANSPORTATION IMPROVEMENT FUND AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation.
3.	<b>Who will be affected</b>	All residents and visitors of the City of Jackson.
4.	<b>Benefits</b>	This grant will be used for the support of operating expenses of City's public transit system.
5.	<b>Schedule (beginning date)</b>	October 1, 2021 to September 30, 2022
6.	<b>Location:</b>	Department of Planning & Development/Transit Services Division/All wards
7.	<b>Action implemented by: City Department</b>	Department of Planning & Development Transit Services Division.
8.	<b>COST</b>	\$0.00
9.	<b>Source of Funding</b> General Fund Grant Bond Other	n/a
10.	<b>EBO participation</b>	ABE ___%      WAIVER    yes ___    no ___      N/A <u>  X  </u> AABÉ ___%    WAIVER    yes ___    no ___      N/A <u>  X  </u> WBE ___%      WAIVER    yes ___    no ___      N/A <u>  X  </u> HBE ___%      WAIVER    yes ___    no ___      N/A <u>  X  </u> NABE ___%     WAIVER    yes ___    no ___      N/A <u>  X  </u>

# MEMORANDUM

**TO:** Chokwe A. Lumumba, Mayor

**THRU:** Jordan Hillman, Director  
Planning & Development

**FROM:** Christine Welch, Deputy Director *CW*  
Office of Transportation

**DATE:** March 17, 2021

**RE:** Agenda Item for April 13, 2021 City Council Meeting

The attached agenda item authorizes the City Council to authorize an application to be submitted by the Transit Services Division and authorize the Mayor or designee to execute grant agreements and related documents in the amount of \$480,000 to receive state funds from the Mississippi Department of Transportation (MDOT) Multimodal Transit Program. These grant funds represent state allocations from fiscal year 2022.

As the recipient of the funds, the City of Jackson agrees that said funds will be used to support operating expenses included in JTRAN's approved budget. The City will use these funds to match existing Federal Transit Administration (FTA) funds provided to support transit operations.

The City has received these funds from MDOT in prior years to cover JTRAN's operating expenses.

It is the recommendation of this department that this application submittal be approved. If you have any questions, please call Christine Welch, Deputy Director, Office of Transportation at (601) 960-1909 or e-mail [cwelch@jacksonms.gov](mailto:cwelch@jacksonms.gov).

Office of the City Attorney

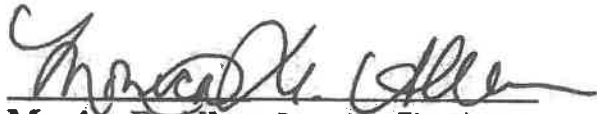
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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OFFICE OF THE CITY ATTORNEY  
Ch

This ORDER AUTHORIZING THE SUBMISSION OF AN APPLICATION THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION FOR A GRANT IN THE AMOUNT OF \$480,000 FOR THE CITY'S TRANSIT SYSTEM FOR THE FISCAL YEAR 2022 MULTI-MODAL TRANSPORTATION IMPROVEMENT FUND AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Interim City Attorney*

Chandra Gayten, *Deputy City Attorney* Ch


4/5/2024  
Date

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AMENDING PRIOR ORDER OF JUNE 23, 2020 AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE UNIVERSITY OF MISSISSIPPI ON BEHALF OF THE MISSISSIPPI SMALL BUSINESS DEVELOPMENT CENTER STATE OFFICE FOR A SUB AWARD GRANT IN THE AMOUNT OF \$134,066.44 FOR THE ESTABLISHMENT OF THE CITY'S SMALL BUSINESS DEVELOPMENT CENTER is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Monica D. Allen, *Interim City Attorney*  
Chandra Gayten, *Deputy City Attorney* Ca

  
\_\_\_\_\_  
DATE



**ORDER AMENDING PRIOR ORDER OF JUNE 23, 2020 AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE UNIVERSITY OF MISSISSIPPI ON BEHALF OF THE MISSISSIPPI SMALL BUSINESS DEVELOPMENT CENTER STATE OFFICE FOR A SUB AWARD GRANT IN THE AMOUNT OF \$134,066.44 FOR THE ESTABLISHMENT OF THE CITY'S SMALL BUSINESS DEVELOPMENT CENTER**

**WHEREAS**, by Order entered on June 23, 2020, Minute Book 6R, Page 228, the governing authorities for the City of Jackson approved an amended Order, which authorized the Mayor to execute a contract with the University of Mississippi on behalf of the Mississippi Small Business Development Center State Office for a Sub Award Grant in the amount of \$141,341.00 to fund the establishment of the City's Small Business Development Center; and

**WHEREAS**, the Department of Planning and Development, Business Entrepreneurial Assistance Team, partnered with the Mississippi Small Business Development Center to assist small business owners in increasing their capacity through the provision of information, management and technical assistance; and

**WHEREAS**, through said partnership, there has been an increase in the number of small business start-ups, which has provided job opportunities and enhanced the City's tax base; and

**WHEREAS**, on January 11, 2021, the Department of Planning and Development submitted a request for final reimbursement of \$8,775.44, which is \$7,274.56 less than the total amount of \$16,050.00 budgeted; and

**WHEREAS**, this will revise the Fiscal Year Budget to reflect the sub award grant in the amount of \$134,066.44, which consists of federal funds sponsored by the University of Mississippi in the amount of \$8,775.44, match funds by the City in the amount of 112,442.00, and a waiver of \$12,849.00 in direct costs; and

**WHEREAS**, the Department of Planning and Development believes executing the amended contract with the University of Mississippi on behalf of the Mississippi Small Business Development Center State Office for a sub award grant in the amount of \$134,066.44 is in the best interest of the City of Jackson.

**IT IS, THEREFORE, ORDERED** that the prior Order approved on June 23, 2020, appearing in Minute Book 6R at Page 228 is amended to change the sub award amount from \$141,341.00 to \$134,066.44 for Fiscal Year 2020.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute an amended contract with the University of Mississippi on behalf of the Mississippi Small Business Development Center State Office to reflect a revision in the Department's Fiscal Year 2020 budget from \$141,341.00 to \$134,066.44, which consists of federal funds sponsored by the University of Mississippi in the amount of \$8,775.44, with a match funds by the City in the amount of \$112,442.00, and a waiver of \$12,849.00 in indirect costs.

Agenda Item No. <sup>22</sup>  
Agenda Date April 13, 2021  
(HILLMAN, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 4/13/2021**

<b>POINTS</b>		<b>COMMENTS</b>								
1.	<b>Brief Description</b>	ORDER AMENDING PRIOR ORDER OF JUNE 23, 2020 AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE UNIVERSITY OF MISSISSIPPI ON BEHALF OF THE MISSISSIPPI SMALL BUSINESS DEVELOPMENT CENTER STATE OFFICE FOR A SUB AWARD GRANT IN THE AMOUNT OF \$134,066.44 FOR THE ESTABLISHMENT OF THE CITY'S SMALL BUSINESS DEVELOPMENT CENTER								
2.	<b>Purpose</b>	Create a Host Small Business Development Center for the City of Jackson								
3.	<b>Who will be affected</b>	Existing and potential small businesses in the City of Jackson								
4.	<b>Benefits</b>	Provide technical assistance to entrepreneurs in the City of Jackson								
5.	<b>Schedule (beginning date)</b>	Upon approval								
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ <b>WARD</b></li> <li>▪ <b>CITYWIDE (yes or no) (area)</b></li> <li>▪ <b>Project limits if applicable</b></li> </ul>	citywide								
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b></li> <li>▪ <b>Consultant</b></li> </ul>	Department of Planning & Development								
8.	<b>COST</b>	n/a								
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b> <input type="checkbox"/></li> <li>▪ <b>Grant</b> <input type="checkbox"/></li> <li>▪ <b>Bond</b> <input type="checkbox"/></li> <li>▪ <b>Other</b> <input type="checkbox"/></li> </ul>	(New Grant) Small Business Association Federal Funds Grant Via University of Mississippi								
10.	<b>EBO participation</b>  <b>See attached sheets from Vendors</b>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>  X  </u>
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>  X  </u>
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>  X  </u>
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>  X  </u>
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>  X  </u>





**MEMORANDUM**

**To:** Chokwe Antar Lumumba, Mayor  
**From:** *JRH* Jordan Rae Hillman, AICP, Director  
**Date:** March 12, 2021

**Subject:** Order Authorizing an Amendment to the City SUBAWARD contract  
With the University of Mississippi on behalf of the Mississippi Small  
Business Development Center State Office (MSSBDC).

The attached Agenda item authorizes an Amendment to the City Subaward contract with the University of Mississippi on behalf of the Mississippi Small Business Development Center State Office. The revised estimated total cost under the Federal Fiscal Year 2020 is \$134,066.44, which consists of federal funds sponsored by UM in the amount of \$8,775.44, City of Jackson match funds in the amount of \$112,442.00 and a waiver of indirect costs in the amount of \$12,849.00. The City's match funds will come from existing staff persons in the Business Development Division. This is needed to receive our final reimbursement of \$8,775.44



PRECISION PACKAGING, INC.  
7/25/2021

**ORDER AMENDING ORDER ACCEPTING THE TERM BID OF PRECISION PACKAGING, INC., FOR A TWENTY-FOUR MONTH SUPPLY OF PORTLAND CEMENT, (BID NO. 75021-020420).**

**WHEREAS**, the City of Jackson Maintenance Supply Division of the Department of Public Works utilizes Portland cement throughout the City of Jackson on various streets; and

**WHEREAS**, the City of Jackson received sealed term bids for a twenty-four-month supply of Portland cement on February 4, 2020; and

**WHEREAS**, the only bid received was from Precision Packaging, Inc. in the amount of \$10.45 per 94 lb. sack, delivered, a pallet charge of \$15.00, and \$10.05 per 94 lb. sack, if picked up; and

**WHEREAS**, the Maintenance Supply Division recommended and the Jackson Council awarded the term bid to Precision Packaging, Inc. during its Special Meeting held on Tuesday, July 21, 2020, by Order found in Minute Book 6R, Page 312; and

**WHEREAS**, the Order contained a typographical error inadvertently stating the amount offered and accepted by Precision Packaging, Inc. for pallet charges as \$10.45; and

**WHEREAS**, the correct amount for pallet charges listed in the term bid submitted, recommend and accepted is \$15.00.

**IT IS, THEREFORE, ORDERED** that the Order accepting the term bid of Precision Packaging, Inc. for a twenty-four-month supply of Portland Cement (Bid No. 75021-020420) found in Minute Book 6R, Page 312, is hereby amended to correct the typographical error to reflect the amounts as offered by Precision Packaging, Inc. in the amount of \$10.45 per 94 lb. sack, delivered, a pallet charge of \$15.00, and \$10.05 per 94 lb. sack, if picked up, and accepted for Bid No. 75021-020420.

Agenda Item No. **23**  
Agenda Date April 13, 2021  
(WILLIAMS, LUMUMBA)

Department of Administration



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

## MEMORANDUM

**TO:** Mayor Chokwe Antar Lumumba  
City of Jackson

**FROM:** Destiney Williams, Purchasing Manager  
Department of Administration

**DATE:** March 24, 2021

**RE:** Order amending the bid of Precision Packaging, Inc.

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Attached, you will find an agenda item requesting the approval of the amendment of the bid for Precision Packaging Inc for a twenty-four month supply of Portland Cement. The item that was previously submitted had a typographical error that contained \$10.45 for the pallet price instead of \$15.00. The \$10.45 price is the price per sack.

We recommend the approval so that payment can be made accurately to the vendor in a timely manner.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**03/04/2021**  
**DATE**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	ORDER AMENDING ORDER ACCEPTING THE TERM BID OF PRECISION PACKAGING, INC., FOR A TWENTY-FOUR MONTH SUPPLY OF PORTLAND CEMENT, (BID NO. 75021-020420).
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A
3.	<b>Who will be affected</b>	Public Works
4.	<b>Benefits</b>	Cost savings for the city
5.	<b>Schedule (beginning date)</b>	Upon council approval
6.	<b>Location:</b> • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	N/A
7.	<b>Action implemented by:</b> • City Department <input checked="" type="checkbox"/> [ X ] • Consultant <input type="checkbox"/>	Department of Public Works
8.	<b>COST</b>	\$10.45 Delivered price per 94 lb. sack \$15.00 Pallet charges \$10.05 Price per 94 lb. sack if picked up
9.	<b>Source of Funding</b> • General Fund <input checked="" type="checkbox"/> [ X ] • Grant <input type="checkbox"/> • Bond <input type="checkbox"/> • Other <input type="checkbox"/>	General Funds
10.	<b>EBO participation</b>	ABE _____%      WAIVER    yes ___    no ___      N/A <u>  X  </u> AABE _____%      WAIVER    yes      no      N/A <u>  X  </u> WBE _____%      WAIVER    yes ___    no ___      N/A <u>  X  </u> HBE _____%      WAIVER    yes ___    no ___      N/A <u>  X  </u> NABE _____%      WAIVER    yes ___    no ___      N/A <u>  X  </u>

Revised 2-01


Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This ORDER AMENDING ORDER ACCEPTING THE TERM BID OF PRECISION PACKAGING, INC., FOR TWENTY-FOUR MONTH SUPPLY OF PORTLAND CEMENT, (BID NO. 75021-020420) is legally sufficient for placement in NOVUS Agenda.



Monica Allen, *Interim City Attorney*

Kristen Love, *Deputy City Attorney* KL

3/25/2024  
Date

RECEIVED  
OFFICE OF THE CITY ATTORNEY  
3/25/2024

**TABULATION OF BID RECEIVED ON A TWENTY-FOUR MONTH SUPPLY OF PORTLAND CEMENT**

**TERM:** January 01, 2020 through December 31, 2021  
**BID NO.** 75021-020420  
**ADVERTISED:** January 9 & January 16, 2020  
**OPENED:** February 4, 2020

**MAINTENANCE SUPPLY DIVISION**  
**DEPARTMENT OF PUBLIC WORKS**

**ACCOUNT: GENERAL FUND**

Precision Packaging Inc.  
 Attn: David May  
 2805 Meter Road  
 Jackson, MS 39204  
 2805 Meter Road  
 Jackson, MS 39204  
 (601) 352-2016  
[david.may@oldcastle.com](mailto:david.may@oldcastle.com)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PRICE PER SACK</u>
1.	Portland Cement in less than Car Load Lots	
	Delivered Price (per sack)	\$10.45
	Number of pounds (per sack)	# 94
	Pallet Charges	\$15
	Total Price Per Sack Delivery	\$10.45
	Total Per Sack Picked-Up	\$10.05
Bid valid for:		60 days
Delivery:		5 days
EBO Plan Application:		Waiver Included

DW's DM  
 02/05/2020

CITY OF JACKSON, MISSISSIPPI  
PROPOSAL FORM

PLEASE RETURN THIS SECTION IN ITS ENTIRETY

NOTICE TO BIDDERS:

FOR DELIVERY OR MAILING INSTRUCTIONS:

1. Submit one (1) original and two (2) copies of your Bid Package.
2. MAILING ADDRESS: City Clerk's Office of Jackson  
Post Office Box 17  
Jackson, MS 39205
3. DELIVERY ADDRESS: City Clerk's Office of Jackson  
219 S. President Street  
Jackson, MS 39201
4. CENTRAL BIDDING: www.centralbidding.com
5. Note the following on the outside of your envelope:  
"Bid No. 75021-020420; to be opened February 4, 2020"

In accordance with your Notice of January 9 & January 16, 2020 bid as follows:

Twenty-Four Month Supply of Portland Cement

Term: January 01, 2020 through December 31, 2021

COMPANY NAME <u>Proctors Packaging</u>		
ITEM	DESCRIPTION	PRICE PER SACK
1.	Portland Cement in less than Car Load Lots	
	Delivered Price (per sack)	\$ 10.45
	Number of pounds (per sack)	# 94
	Pallet Charges	\$ 15
	Total Price Per Sack Delivery	\$ 10.45
	Total Per Sack Picked-Up	\$ 10.05

The above will comply with the specifications included in the Notice to Dealers, with any and all exceptions noted in a separate document.

This bid must be valid for 60 days after bid opening. If this bid is good for longer than 60 days, then state how long this bid is good for \_\_\_\_\_.

The above will be delivered F.O.B., prepaid and allowed, Jackson, Mississippi, within 5 days after receipt of your purchase order.

SALES TAX AND FEDERAL EXCISE TAX ARE NOT TO BE INCLUDED IN ABOVE PRICE.  
THE CITY OF JACKSON ASSUMES NO TAX LIABILITY



BID SUBMITTED BY:  
PLEASE TYPE OR PRINT:

Complete Legal Name of Bidder: Precision Packaging, Inc.  
Mailing Address: 2805 Water Road  
City: JACKSON State: MS Zip Code: 39204  
Physical Address, Principal Place of Business: 2805 Water Road  
City: Jackson State: MS Zip Code: 39204  
Name of Person Submitting Proposal: David May  
Signature of Person Submitting Proposal: Dafg  
Date: January 121, 2020 E-Mail address: David.May@aldenstc.com <sup>(Required)</sup>  
Telephone No.: 601.352-1016 Fax No.: 601.353-6863

**\*\*The (EBO) Application form must be completed by all vendors and returned with ALL bids. The EBO staff is available at (601) 960-1856 to assist you with any questions you may have in preparing the EBO Application.**

To demonstrate necessary reasonable efforts to replace any Subcontractor that is unable to perform successfully, the Contractor must document steps taken to subcontract with another MBE/FBE Contractor.

Revised 9/5/2014, JDI. 6

**CITY OF JACKSON, MISSISSIPPI**  
**EQUAL BUSINESS OPPORTUNITY PLAN**  
**APPLICATION**

I. Company Name: Precision Packaging  
Address: 1805 Water Road  
City: JACKSON State: MS ZIP Code: 39204  
Telephone: (601) 352-2016  
E-mail: david.wray@oldcastle.com

II. Bid Name and Number: Various Four Months Supply of Pallets 75021-020420

III. PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS: **(SEE ATTACHMENTS)**  
*(If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section 1(C)(1) of the EBO Executive Order No. 2014-3.*

IV. Total Bid Amount: \$ \_\_\_\_\_

V. WAIVER REQUESTED ...  (If you fail to meet either or all of the EBO Participation Goals,

*check this box and follow the directions below to provide the required \*WAIVER STATEMENT\*. The "Waiver Statement" should be submitted on company letterhead to the EBO Officer.)*

**\*The bidder/offeror shall provide the following as evidence of its good faith efforts and will be evaluated on the same:**

- (a) Copies of written notification to MBEs and FBEs soliciting their participation as a subcontractor.
- (b) Evidence of efforts made to divide the work into economically feasible units in order to increase the likelihood of meeting the EBO participation goals.
- (c) Evidence of efforts made to negotiate with MBEs and/or FBEs, including, at a minimum:



Date: January 15, 2020

To: City of Jackson  
Attn: Purchasing

RE: EBO Project Goals  
Twenty-Four Month Supply of Portland Cement

To Whom It May Concern:

Precision Packaging Incorporated requests a total waiver of the EBO project goals.

Precision Packaging Incorporated intends to utilize its own employees and facilities to fulfill the requirements of the bid package titled "Twenty-Four Month Supply of Portland Cement" and numbered 75021-020420. As such, Precision Packaging Incorporated will neither require nor solicit outside contracting for the purposes of sufficiently accommodating the needs of this contract.

Sincerely,

David May  
Vice President – Sales







3700 Cover St. • Long Beach, CA 90808 • 888.375.6648

# SALES QUOTE

Sales Quote Number: SQ-054869  
Sales Quote Date: 4/9/2021  
Page: 1

## GOVERNMENT CONTRACTS DIVISION

<b>Sell To:</b>
Accounts Payable
City of Jackson Clerk's Office
PO Box 17
City Clerk
Jackson, MS 39205
USA

<b>Ship To:</b>
City of Jackson
City Clerk's Office
LaTonya Ingram
219 South President Street
Jackson, MS 39205-0017
USA

<b>Customer ID</b>	<b>Ship Via</b>	<b>Terms</b>	<b>SalesPerson</b>
7473006		Net 30 days	DIANA ATHEY

Item No.	Description	Unit	Quantity	Unit Price	Total Price
T252XL220RIC	Reman Epson T252XL HY Cyan Cartridge	Each	2	5.59	11.18
T252XL120RIC	Reman Epson T252XL HY Black Cartridge	Each	2	6.39	12.78
T252XL420RIC	Reman Epson T252XL HY Yellow Cartridge	Each	2	5.59	11.18
T252XL320RIC	Reman Epson T252XL HY Magenta Cartridge	Each	2	5.59	11.18
CE505ACTA	Comp 05A / CE505A Black Toner for HP	Each	3	28.79	86.37

Subtotal: 132.69  
 Invoice Discount: 0.00  
 Total Sales Tax: 0.00  


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 Total: 132.69



OFFICE OF THE CITY ATTORNEY  
478-3221  
4/13/21

**ORDER AMENDING THE FISCAL YEAR 2020-2021  
BUDGET OF THE DEPARTMENT OF PUBLIC WORKS  
SOLID WASTE DIVISION**

**WHEREAS**, certain unanticipated needs and allocations in the amount of \$300,000.00 have arisen since the adoption of the Fiscal Year 2020-2021 City of Jackson Budget for the Department of Public Works, Solid Waste Division; and

**WHEREAS**, the Fiscal Year 2020-2021 City of Jackson Budget needs to be amended to provide funding for these unanticipated needs by moving budgeted funds from General Fund, Fund Balance to the Solid Waste Fund were it is needed to fund additional, unfunded contractual services; and

**WHEREAS**, the following funds are being amended:

001-5899		\$300,000.00
009-506.10-6419	\$300,000.00	

**IT IS, THEREFORE, ORDERED** that the Fiscal Year 2020-2021 Budget of the Department of Public Works, Solid Waste Division be amended as follows:

<u>To/From</u>	<u>Fund/Account Number</u>	<u>Amount</u>
From:	001-5899	\$300,000.00
To:	009-506.10-6419	\$300,000.00

Agenda Item No. **24**  
Agenda Date April 13, 2021  
(WILLIAMS, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

DATE 04/06/2021

POINTS		COMMENTS	
1.	<b>Brief Description/Purpose</b>	<b>ORDER AMENDING THE FISCAL YEAR 2020-2021 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS, SOLID WASTE DIVISION</b>	
2.	<b>Mayoral Priority Addressed</b> 1. Public Safety 2. Economic Development 3. Housing 4. Infrastructure 5. Quality of Life	Quality of Life	
3.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life	
4.	<b>Who/What will be affected &amp; Benefits</b>	The City's residents	
5.	<b>Schedule</b> 1. Contract 2. Project (Beginning date) (Completion date)	Upon final negotiation of a contract for litter pickup and final details of homeless working with dignity initiative	
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Citywide	
7.	<b>Action initiated by:</b> ▪ Mayor's Office <input type="checkbox"/> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Mayor's Office in conjunction with the Department of Public Works	
8.	<b>COST</b>	N/A	
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Enterprise <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	<b>From</b>	<b>001-5899 (\$300,000.00)</b>
		<b>To</b>	<b>009-506.10-6419 \$300,000.00</b>
10.	<b>EBO participation</b>	ABE _____%	WAIVER Yes _____ No _____ N/A _____
		AABE _____%	WAIVER Yes _____ No _____ N/A _____
		WBE _____%	WAIVER Yes _____ No _____ N/A _____
		HBE _____%	WAIVER Yes _____ No _____ N/A _____
		NABE _____%	WAIVER Yes _____ No _____ N/A _____





**City of Jackson  
Department of Public Works**

**Council Agenda Item Memorandum**

**To:** Honorable Chokwe A. Lumumba, Mayor

**From:** Charles Williams, Jr., Director  
Department of Public Works

**Date:** April 6, 2021

**Agenda Item:** **ORDER AMENDING THE FISCAL YEAR 2020-2021  
BUDGET OF THE DEPARTMENT OF PUBLIC WORKS,  
SOLID WASTE DIVISION**

**Council Meeting:** Regular Council Meeting, April 13, 2021

**Purpose:** To provide the Solid Waste Division with additional funding to undertake a litter pickup contract and to fund a homeless working with dignity initiative

**Cost:** \$300,000.00

**Project/Contract Type:** N/A at this time; City Council will receive subsequent orders for contracts to carry out the litter pickup and the homeless initiative

**Funding Source:** 01-5899

**Schedule/Time:** April 13, 2021

**DPW Manager:** Lakesha Weathers

**Background:**

The City of Jackson continues to experience problems in keep its public areas in the City clean from litter. The Mayor's Office, in conjunction with the Solid Waste Division, is requesting \$200,000 from the General Fund, Fund Balance for a litter collection contract. The proposed contractor is New Way Mississippi, Inc., which will employ returning citizens to pick up litter throughout the City. The Mayor's Office also intends to use \$100,000 to fund a program to provide the homeless with opportunities for work with dignity.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 278  
Jackson, Mississippi 39201-0278  
Telephone: (601) 960-1300  
Facsimile: (601) 960-1300

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AMENDING THE FISCAL YEAR 2020-2021 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS, SOLID WASTE DIVISION** is legally sufficient for placement in NOVUS Agenda.

  
MONICA D. ALLEN, INTERIM CITY ATTORNEY  
Terry Williamson, Legal Counsel *TW*

4/7/2021  
DATE

**ORDER REVISING THE FISCAL YEAR 2020-2021 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS, WATER/SEWER UTILITIES DIVISION**

OFFICE OF THE CITY ATTORNEY  
APR 13 2021  
*[Signature]*

**WHEREAS**, certain unanticipated needs and allocations in the amount of \$20,000.00 for the hiring of temporary employees in Water Maintenance has arisen since the adoption of Fiscal Year 2020 – 2021 budget for the Department of Public Works, Water/Sewer Utilities Division; and

**WHEREAS**, the Fiscal Year 2020 – 2021 City of Jackson Budget needs to be revised to provide funding for these unanticipated needs by moving budgeted funds from one account where there is currently a surplus to another account were it is needed to fund under budgeted needs; and

**WHEREAS**, the following funds are being revised:

031-521.40-6111		\$20,000.00
031-521.40-6489	\$20,000.00	

**IT IS, THEREFORE, ORDERED** that the Fiscal Year 2020 – 2021 budget of the Department of Public Works be revised in the amount of \$20,000.00 as follows:

<u>From/To</u>	<u>Fund/Account Number</u>	<u>Amount</u>
From:	031-521.40-6111	\$20,000.00
To:	031-521.40-6489	\$20,000.00

Agenda Item No. **25**  
Agenda Date April 13, 2021  
(WILLIAMS, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** April 5, 2021

<b>P O I N T S</b>		<b>C O M M E N T S</b>
1.	<b>Brief Description</b>	<b>ORDER REVISING THE FISCAL YEAR 2020-2021 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS, WATER/SEWER UTILITIES DIVISION</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	<b>Who will be affected</b>	City of Jackson's Certificated Area Water Customers
4.	<b>Benefits</b>	Will allow the Water Maintenance Division to hire temporary employees.
5.	<b>Schedule (beginning date)</b>	Upon Approval
6.	<b>Location:</b> ■ <b>WARD</b> ■ <b>CITYWIDE (yes or no)</b> (area) ■ <b>Project limits if applicable</b>	Citywide
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	Department of Public Works, Water/Sewer Division
8.	<b>COST</b>	\$ 0 net (moving from one account to another account within Fund 31)
9.	<b>Source of Funding</b> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input checked="" type="checkbox"/>	Water/Sewer Enterprise Fund Fund 31- From: 031-522.40-6111 (\$20,000.00) To: 031-522.20-6489 \$20,000.00
10.	<b>EBO participation</b>	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____



**City of Jackson Department of Public Works  
Council Agenda Item Brief**

**To:** Mayor Chokwe Antra Lumumba

**From:** Dr. Charles Williams, Jr., P.E.  
Public Works Director/ City Engineer

**Date:** April 5, 2021

**Agenda Item:** Order Revising the FISCAL 2020-2021 Budget of the Department of Public Works/ Water Maintenance Section (All Wards)

**Council Meeting:** Regular Council Meeting, April 13, 2021

**EBO:** N/A

**Purpose:** Order Revising the FISCAL 2020-2021 Budget

**Project/Contract Type:** Funding

**Funding Source:** Enterprise Funds

**Schedule/Time:**

**DPW Manager:** Mary D. Carter

**Background:** N/A

**Estimated Fees:** \$ 20,000.00

**EBO Compliance Details:** N/A

**Talking Points:**

Water Maintenance will use funds being transferred from on account to hire temporary employees.

Office of the City Attorney



455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1700  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
2021

## OFFICE OF THE CITY ATTORNEY

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This ORDER REVISING THE FISCAL YEAR 2020-2021 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS, WATER/SEWER UTILITIES DIVISION is legally sufficient for placement in NOVUS Agenda.

  
MONICA D. ALLEN, INTERIM CITY ATTORNEY  
Terry Williamson, Legal Counsel 

4/7/2021  
DATE

**ORDER RATIFYING RENTAL OF EQUIPMENT FROM MID-SOUTH MACHINERY, INC. FOR OCTOBER 2020 AND THROUGH DECEMBER 2020 AND AUTHORIZING PAYMENT (ALL WARDS)**

OFFICE OF THE CITY ATTORNEY  
APR 13 2021

**WHEREAS**, the Bridges and Drainage subdivision of the Infrastructure Management Division of the Department of Public Works had need of equipment to be used for clearing the flow line of creeks throughout the City to assist in the prevention of flooding; and

**WHEREAS**, due to exigent circumstances, the rental of this two excavators used for clearing the flow line of creeks was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

**WHEREAS**, the rental equipment set forth in certain invoices attached hereto was delivered and used in the operations of the City's Bridges and Drainage Section; and

**WHEREAS**, the work performed using the equipment was necessary for the maintenance of the flow line of creeks within the City, which assists in the prevention of flooding and erosion; and

**WHEREAS**, the Department of Public Works recommends paying invoices for rental equipment from Mid-South Machinery, Inc. for the months of October 2020 thru December 2020 totaling \$18,500.00, which are attached hereto as an exhibit.

**IT IS, THEREFORE, ORDERED** that the rental of equipment from Mid-South Machinery, Inc. is hereby ratified and payment in the amount set forth, consistent with the attached invoices, is authorized as follows:

<u>Rental Equipment</u>	<u>Amount</u>
Model R55-9A Excavator	\$4,700.00
Model 210X4 Excavators	\$13,800.00
<b>Total</b>	<b>\$18,500.00</b>

Agenda Item No. *26*  
Agenda Date April 13, 2021  
(WILLIAMS, LUMUMBA)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

April 6, 2021

DATE

(as revised 3/6/01)

POINTS		COMMENTS																																													
1.	<b>Brief Description / Purpose</b>	<b>ORDER RATIFYING RENTAL OF EQUIPMENT FROM MID-SOUTH MACHINERY, INC. FOR OCTOBER 2020 AND THROUGH DECEMBER 2020 AND AUTHORIZING PAYMENT (ALL WARDS)</b>																																													
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	<ol style="list-style-type: none"> <li>4. Neighborhood Enhancement</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>																																													
3.	<b>Who will be affected</b>	Citizens of Jackson																																													
4.	<b>Benefits</b>	The Bridges and Drainage Section authorize for payment for equipment rented from Mid-South Machinery, Inc. and used throughout the City of Jackson to maintain creek flow lines to assist in flooding and erosion prevention																																													
5.	<b>Schedule (beginning date)</b>	Scheduled date following City Council Approval																																													
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	City Wide																																													
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input checked="" type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	Department of Public Works																																													
8.	<b>COST</b>	\$18,500.00																																													
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund <input checked="" type="checkbox"/></li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	01-451.25-6514																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							





**City of Jackson  
Department of Public Works**

**Council Agenda Item Memorandum**

**To:** Honorable Chokwe A. Lumumba, Mayor

**From:** Charles Williams, Jr., Director  
Department of Public Works

**Date:** April 6, 2021

**Agenda Item:** **ORDER RATIFYING RENTAL OF EQUIPMENT FROM MID-SOUTH MACHINERY, INC. FOR OCTOBER 2020 AND THROUGH DECEMBER 2020 AND AUTHORIZING PAYMENT (ALL WARDS)**

**Council Meeting:** Regular Council Meeting, April 13, 2021

**Purpose:** The Bridges and Drainage Section will use these funds to pay overdue payments for rental equipment purchased from Mid-South Machinery, Inc. and used throughout the City of Jackson.

**Cost:** \$18,500.00

**Project/Contract Type:** N/A

**Funding Source:** 01-451.25-6514

**Schedule/Time:** April 13, 2021

**DPW Manager:** Tony Howard

**Background:**

The Bridges and Drainage Section will use this authorization to pay for the rental of equipment from Mid-South Machinery, Inc. and used throughout the City of Jackson.

The equipment was used by the Bridges and Drainage Section through October 2020 to December 2020 in anticipation of the winter rains that the City routinely experiences. The equipment, an excavator, was used to clear the flow lines of City creeks to assist with the prevention of flooding and erosion that can occur during the winter months if this maintenance is not performed.

The Bridges and Drainage Section rented the equipment, an excavator, from Mid-South Machinery, Inc. for October 2020 thru December 2020.



Office of the City Attorney

OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 2729  
Jackson, Mississippi 39202-2729  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

---

This ORDER RATIFYING RENTAL OF EQUIPMENT FROM MID-SOUTH MACHINERY, INC. FOR OCTOBER 2020 AND THROUGH DECEMBER 2020 AND AUTHORIZING PAYMENT (ALL WARDS) is legally sufficient for placement in NOVUS Agenda.

  
MONICA D. ALLEN, INTERIM CITY ATTORNEY  
Terry Williamson, Legal Counsel 

  
DATE



**MID-SOUTH  
Machinery, Inc.**

Jackson, MS 39204  
(601) 948-6740 • Fax: (601) 353-8311

(Out-of-State WATS) 1-800-634-1205 • 1-800-898-0045 (MS WATS)

MAIL REMITTANCE TO:  
P.O. Box 6076  
Jackson, MS 39288

**S T A T E M E N T**

CITY OF JACKSON  
P O BOX 17

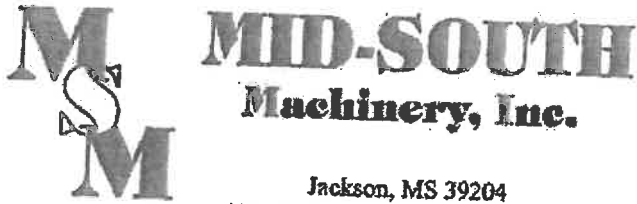
JACKSON

MS 39205

Account#	Date	Pg
21595M	03-23-21	1

Inv Date	Due Date	Br	Invoice Desc	Po number	Charges	Credits
10-16-20	11-15-20	001	00116586 Invoice	JAMES CALDWELL	3,500.00	
11-23-20	12-23-20	001	00116869 Invoice	JAMES CALDWELL	1,200.00	
12-15-20	01-14-21	001	00116997 Invoice	JAMES CALDWELL	7,900.00	
12-29-20	01-28-21	001	00117064 Invoice	JAMES CALDWELL	5,900.00	

Current	31-60	61-90	91-120	Over 120	Amount Due
0.00	0.00	5,900.00	9,100.00	3,500.00	18,500.00



Jackson, MS 39204  
 (601) 948-6740 • Fax: (601) 353-8311

(Out-of-State WATS) 1-800-634-1205 • 1-800-898-0045 (MS WATS)

MAIL REMITTANCE TO:  
 P.O. Box 6076  
 Jackson, MS 39288

Account#	Order #	Brc	Sls
21595M	198867	001	12

I N V O I C E

Date	Invoice #	Page
10-16-20	00116586	1

Sold To: 000  
 CITY OF JACKSON  
 P O BOX 17  
 JACKSON MS 39205

Ship To:  
 CITY OF JACKSON  
 P O BOX 17

JACKSON MS 39205  
 Ship Via

Entered By 439mark	Customer Purchase Order JAMES CALDWELL	Customer Contact JAMES CALDWELL	Ord Date 10-16-20
Model R55-9A	Serial Number HHKHM905CH0000235	Equip. ID 01170235	Customer Job # 601-941-2935
			Customer Phone # 601-941-2935

Ord	Ship	B/O Part Number	Description	Unit Price	UM	Extended
-----	------	-----------------	-------------	------------	----	----------

!!!! WE THANK YOU FOR YOUR BUSINESS !!!!

1		Id# 01170235	FROM: 10-16-20 THRU: 11-12-20	28	Days	
		Model-R55-9A	Serial#-HHKHM905CH0000235			
		2017 HY R55-9A EXCAVATOR				
		mtr out:	698			3,500.00
		Sub Total				3,500.00

NT Sales Tax Number - 0.00

NO PARTS RETURNS 30 DAYS FROM DATE OF PURCHASE  
 NO PARTS RETURNS ON ELECTRICAL &  
 SPECIAL ORDER PARTS

Total Invoice  
 Due By:  
 11/15/20

3,500.00



# MID-SOUTH Machinery, Inc.

Jackson, MS 39204  
(601) 948-6740 • Fax: (601) 353-8311

(Out-of-State WATS) 1-800-634-1205 • 1-800-898-0045 (MS WATS)

MAIL REMITTANCE TO:  
P.O. Box 6076  
Jackson, MS 39288

Account#	Order #	Brc	Sls
21595M	198867	001	12

R E N T A L R E T U R N  
I N V O I C E

Date	Invoice #	Page
11-23-20	00116869	1

Sold To: 000  
CITY OF JACKSON  
P O BOX 17

Ship To:  
CITY OF JACKSON  
P O BOX 17

JACKSON MS 39205

JACKSON  
Ship Via 01170235

MS 39205

Entered By 439mark	Customer Purchase Order JAMES CALDWELL	Customer Contact JAMES CALDWELL	Ord Date 10-16-20
Model	Serial Number	Equip. ID	Customer Job # 601-941-2935
			Customer Phone # 601-941-2935

Ord	Ship	B/O Part Number	Description	Unit Price	UM	Extended
-----	------	-----------------	-------------	------------	----	----------

!!!! WE THANK YOU FOR YOUR BUSINESS !!!!

1		Id# 01170235	FROM: 11-13-20 THRU: 11-23-20	11	Days	
		Model-R55-9A	Serial#-HHKHM905CH0000235			
		2017 HY R55-9A EXCAVATOR				
		mtr in: 766	mtr out: 698mtr used:	68		1,200.00
		Sub Total				1,200.00

NT Sales Tax Number - 0.00

NO PARTS RETURNS 30 DAYS FROM DATE OF PURCHASE  
NO PARTS RETURNS ON ELECTRICAL &  
S. AL ORDER PARTS

Total Invoice  
Due By:  
12/23/20

1,200.00



Jackson, MS 39204  
 (601) 948-6740 • Fax: (601) 353-8311

(Out-of-State WATS) 1-800-634-1205 • 1-800-898-0045 (MS WATS)

MAIL REMITTANCE TO:  
 P.O. Box 6076  
 Jackson, MS 39288

Account#	Order #	Brc	Sls
21595M	198866	001	12

I N V O I C E

Date	Invoice #	Page
12-15-20	00116997	1

Sold To: 000  
 CITY OF JACKSON  
 P O BOX 17  
 JACKSON MS 39205

Ship To:  
 CITY OF JACKSON  
 P O BOX 17

JACKSON Ship Via MS 39205

Entered By 439mark	Customer Purchase Order JAMES CALDWELL	Customer Contact	Ord Date 10-19-20
Model 210X4EX	Serial Number 210Q7NGHEX1168	Equip. ID 03171168A	Customer Job # Customer Phone #

Ord	Ship	B/O Part Number	Description	Unit Price	UM	Extended
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!!!! WE THANK YOU FOR YOUR BUSINESS !!!!

1		Id# 03171168A Model-210X4EX 9'10" STICK / 31.5" PADS / 1.53 ESCO mtr out: 3149	FROM: 10-19-20 THRU: 11-15-20 Serial#-210Q7NGHEX1168	28	Days	5,900.00
1		INSTALL WINDOW GUARDING		1,000.00		1,000.00
1		INSTALL MULCHER		1,000.00		1,000.00
Sub Total						7,900.00

NT Sales Tax Number - 0.00

*Customer Signature*  
 NO PARTS RETURNS 30 DAYS FROM DATE OF PURCHASE  
 NO PARTS RETURNS ON ELECTRICAL &  
 SPECIAL ORDER PARTS

Total Invoice  
 Due By:  
 01/14/21

7,900.00



# MID-SOUTH Machinery, Inc.

Jackson, MS 39204

(601) 948-6740 • Fax: (601) 353-8311

(Out-of-State WATS) 1-800-634-1205 • 1-800-898-0045 (MS WATS)

MAIL REMITTANCE TO:  
P.O. Box 6076  
Jackson, MS 39288

Account#	Order #	Brc	Sls
21595M	198866	001	12

## R E N T A L I N V O I C E

Date	Invoice #	Page
12-29-20	00117064	1

Sold To: 000  
CITY OF JACKSON  
P O BOX 17

Ship To:  
CITY OF JACKSON  
P O BOX 17

# 2

JACKSON MS 39205

JACKSON  
Ship Via 03171168A

MS 39205

Entered By 439mark	Customer Purchase Order JAMES CALDWELL	Customer Contact	Ord Date 10-19-20
Model	Serial Number	Equip. ID	Customer Job #
			Customer Phone #

Ord	Ship	B/O Part Number	Description	Unit Price	UM	Extended
-----	------	-----------------	-------------	------------	----	----------

!!!! WE THANK YOU FOR YOUR BUSINESS !!!!

1		Id# 03171168A	FROM: 11-16-20 THRU: 12-13-20	28	Days	
		Model-210X4EX	Serial#-210Q7NGHEX1168			
		9'10" STICK / 31.5" PADS / 1.53 ESCO				5,900.00
		Sub Total				5,900.00

NT Sales Tax Number - 0.00

NO PARTS RETURNS 30 DAYS FROM DATE OF PURCHASE  
PARTS RETURNS ON ELECTRICAL &  
SPECIAL ORDER PARTS

Total Invoice  
Due By:  
01/28/21

5,900.00





**ORDER AUTHORIZING A SINGLE SOURCE PROCUREMENT  
FROM SUEZ WATER TECHNOLOGIES & SOLUTIONS TO  
REPAIR/REHABILITATE MEMBRANE TRAIN NO. 1 AT THE  
OB CURTIS WATER TREATMENT FACILITY (ALL WARDS)**

OFFICE OF THE CITY ATTORNEY  
4-13-2021

**WHEREAS, OB Curtis Water Treatment Facility needs to repair/rehabilitate membrane train No. 1 to provide safe drinking water; and**

**WHEREAS, Suez Water Technologies & Solutions provides services to water treatment facilities who have membrane trains systems to provide safe reliable drinking water for water treatment facilities; and**

**WHEREAS, Suez Water Technologies & Solutions is the sole support service provider in the United States for water membrane trains service, repair, and rehabilitation, and**

**WHEREAS, Suez Water Technologies & Solutions has provided the City of Jackson a cost proposal for repair/rehabilitation services to membrane train no. 1 in the amount of \$1,223,999.00.**

**IT IS, THEREFORE, ORDERED** that a single source procurement agreement is authorized from Suez Water Technologies in the amount of \$1,223,990.00 for the repair/rehabilitation of membrane train no. 1 at OB Curtis Water Treatment Facility.

Agenda Item No. **27**  
Agenda Date April 13, 2021  
(WILLIAMS, LUMUMBA)

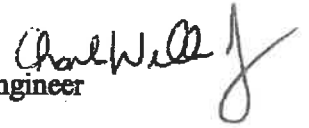
**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**April 6, 2021**

<b>POINTS</b>		<b>COMMENTS</b>																									
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING A SINGLE SOURCE PROCUREMENT FROM SUEZ WATER TECHNOLOGIES &amp; SOLUTIONS TO REPAIR/REHABILITATE MEMBRANE TRAIN NO. 1 AT THE OB CURTIS WATER TREATMENT FACILITY (ALL WARDS)</b>																									
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 7																									
3.	<b>Who will be affected</b>	Residents and businesses in within the City of Jackson Corporate Limits																									
4.	<b>Benefits</b>	Water Infrastructure OB Curtis Water Treatment Facility																									
5.	<b>Schedule (beginning date)</b>	This project will begin as soon as contracts are signed.																									
6.	<b>Location:</b> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is located at the OB Curtis WTP.																									
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Department of Public Works																									
8.	<b>COST</b>	\$1,223,990.00																									
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Account No. 372-52190-6824, 032-451-50-6485																									
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>_____ no</td> <td>_____ N/A</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>_____ no</td> <td>_____ N/A</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>_____ no</td> <td>_____ N/A</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>_____ no</td> <td>_____ N/A</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>_____ no</td> <td>_____ N/A</td> </tr> </table>	ABE	_____ %	WAIVER	_____ no	_____ N/A	AABE	_____ %	WAIVER	_____ no	_____ N/A	WBE	_____ %	WAIVER	_____ no	_____ N/A	HBE	_____ %	WAIVER	_____ no	_____ N/A	NABE	_____ %	WAIVER	_____ no	_____ N/A
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**Council Agenda Item Memorandum**

To: Mayor, Chokwe Antar Lumumba

From: Charles Williams Jr., PE, PhD, Director of Public Works/City Engineer



Date: April 6, 2021

**Agenda Item:**

**ORDER AUTHORIZING A SINGLE SOURCE PROCUREMENT FROM SUEZ WATER TECHNOLOGIES & SOLUTIONS TO REPAIR/REHABILITATE MEMBRANE TRAIN NO. 1 AT THE OB CURTIS WATER TREATMENT FACILITY (ALL WARDS)**

**Background:**

Attached, you will find an item for the City Council Agenda authorizing the Mayor to enter into an agreement with Suez Water Technologies & Solutions to repair/rehabilitate membrane train no. 1 at OB Curtis Water Treatment Facility. Membrane Train No. 1 has not been in service for several months reducing the City's ability to produce safe drinking water. Suez Water Technologies & Solutions is a sole source manufacturer of membrane trains and provide service to repair/rehabilitate membrane trains. Suez Water Technologies & Solutions has provided a cost proposal in the amount of \$1,223,990. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756  
2021

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING A SINGLE SOURCE PROCUREMENT FROM SUEZ WATER TECHNOLOGIES & SOLUTIONS TO REPAIR/REHABILITATE MEMBRANE TRAIN NO. 1 AT THE OB CURTIS WATER TREATMENT FACILITY (ALL WARDS) is legally sufficient for placement in NOVUS Agenda.

  
MONICA D. ALLEN, INTERIM CITY ATTORNEY  
Terry Williamson, Legal Counsel 

4/7/2021  
DATE

## membrane replacement proposal

<b>to:</b>	City of Jackson, MS referred to here as Jackson or Buyer	<b>date:</b>	March 4, 2021
		<b>no. of pages:</b>	24 including cover
<b>attention:</b>	Mary Carter	<b>email:</b>	<a href="mailto:mdcarter@city.jackson.ms.us">mdcarter@city.jackson.ms.us</a>
<b>plant address:</b>	100 O.B. Curtis Drive Ridgeland, MS 39205 USA	<b>telephone no.:</b>	
		<b>cell no.:</b>	
		<b>fax no.:</b>	
<b>from:</b>	Craig Brown regional lifecycle manager southeastern USA	<b>email:</b>	<a href="mailto:craig.brown@suez.com">craig.brown@suez.com</a>
		<b>cell no.:</b>	678 687 3393
<b>cc:</b>			
<b>subject:</b>	membrane replacement (1 train): 352 x ZW500D 440ft <sup>2</sup> DW modules <ul style="list-style-type: none"> <li>• adder for expansion in train</li> </ul>	<b>proposal no.:</b>	347266-1
		<b>original project no.:</b>	500161
<b>plant data:</b>	Please provide corrections if inaccurate O.B. Curtis Water Treatment Plant, municipal drinking water, 6 trains, 4 double 56/64M cassettes per train, total module count per train = 448 x ZW500D 340ft <sup>2</sup> , total module count = 2,688 x ZW500D 340ft <sup>2</sup> . Substantial completion date: April 10, 2007. Replacement membranes have been purchased and installed in 5 of the 6 trains since the beginning of 2018.		

### proposal provisos

This proposal has been issued based on the information provided by the customer and on information currently available to SUEZ Water Technologies & Solutions at the time of proposal issuance. Any changes or discrepancies in site conditions, including but not limited to changes in system influent water characteristics, changes in environmental health and safety (EH&S) conditions, changes in the reissued state/provincial disposal system permit, changes in buyer financial standing, buyer requirements, or any other relevant change or discrepancy in the factual basis upon which this proposal was created may lead to changes in the offering, including but not limited to changes in pricing, guarantees, quoted specifications, or terms and conditions.

### confidential and proprietary information

The enclosed materials are considered proprietary property of SUEZ Water Technologies & Solutions (SUEZ). No assignments, either implied or expressed, of intellectual property rights, data, know how, trade secrets or licenses of use thereof are given. All information is provided exclusively to the addressee and agents of the addressee for the purposes of evaluation and is not to be reproduced or divulged to other parties, nor used for manufacture or other means, without the express written consent of SUEZ. The acceptance of this document will be construed as an acceptance of the foregoing.

### trademarks

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## 1 introduction

SUEZ Water Technologies & Solutions is pleased to present this proposal at the request of City of Jackson, MS to provide drinking water membrane modules to replace a full train at the O.B. Curtis Water Treatment Plant (WTP).

SUEZ has also included an adder for expansion of the train.

SUEZ is a proven leader in delivering tangible value to our clients over the life of the plant. Our measure of success is how well we deliver solutions that help our clients meet their critical business objectives.

Through long-acquired technical experience, SUEZ has clearly distinguished itself from other membrane manufacturers. A mature service culture and deep technical expertise are ready to serve and support Jackson through this next membrane lifecycle.

## 2 SUEZ scope & price

SUEZ's scope includes the material and services outlined in the table below. The sections that follow provide additional detail regarding each scope item.

item description	part #	quantity	price
ZW500D 440ft <sup>2</sup> DW membrane modules, attachment a		352	
2-year full replacement membrane warranty, section 10		incl.	736,235
cassette hardware for 440ft <sup>2</sup> installment, section 3		lot	
in-house support, project management, section 6.1		incl.	22,221
freight, DDP O.B. Curtis WTP, section 4	3095534	incl.	65,106
<b>material, in-house labor, freight</b>		<b>sub-total</b>	<b>823,562</b>
on-site support, 4 FSR's, 4 x 10-hr days on-site plus travel & living, section 6.2	135491	incl.	39,200
<b>on-site support</b>		<b>sub-total</b>	<b>39,200</b>
<b>All figures are in USD. Please make purchase order to ZENON Environmental Corporation.</b>		<b>total price</b>	<b>862,762</b>
adder to fully populate all 8 cassettes in the train (materials, in-house support, on-site support and freight)		lot	361,228
<b>total price with adder</b>			<b>1,223,990</b>



Invoicing schedule	approximate % of sub-total	Invoice value base price, excluding tax	invoice value with adder, excluding tax
An invoice will be issued upon acceptance by SUEZ of customer purchase order. Approximate percent calculation based on the <b>material, in-house labor, freight sub-total</b> of the purchase order. Shipment of membranes is contingent on receipt of this initial milestone payment.	30%	247,069	353,337
An invoice for the balance of the <b>material, in-house labor, freight sub-total</b> will be issued when membrane module shipping documents are supplied to the carrier.	70%	576,493	824,453
A final invoice for the <b>on-site support sub-total</b> will be issued upon completion of installation.	100%	39,200	46,200
		<b>862,762</b>	<b>1,223,990</b>

### 3 cassette hardware

SUEZ will supply the following items to facilitate the installation of the ZW500D 440ft<sup>2</sup> membrane modules:

**base offer**

- 96 x blank ZW500D 440ft<sup>2</sup> header sets;
- 40 x blank aerator tubes;
- 70 x 57mm 4 module MIS strip (includes spares);
- 140 x 57mm 6 module MIS strip (includes spares);
- 20 x permeate saddle end washer (includes spares);
- 20 x permeate bottom collector end washer (includes spares);
- 1 x fiber repair kit;
- 5 x spare ZW500D element end cap keys;
- 100 x spare #181 EPDM permeate spigot o-rings;
- 2 x DOW 111 silicone o-ring lubricant.

**with expansion adder**

- 16 x low flow aerator tubes;
- 70 x 57mm 4 module MIS strip (includes spares);
- 140 x 57mm 6 module MIS strip (includes spares);
- 20 x permeate saddle end washer (includes spares);

- 20 x permeate bottom collector end washer (includes spares);
- 1 x fiber repair kit;
- 5 x spare ZW500D element end cap keys;
- 100 x spare #181 EPDM permeate spigot o-rings;
- 2 x DOW 111 silicone o-ring lubricant

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## 4 delivery

*SWTS would like to note that under the current exceptional circumstances under the COVID 19 Pandemic situation, SWTS may not be in a position to guarantee and comply with the planned schedule for project delivery or performance and that should there be any new measures taken by any governmental authority which may impede or delay the said schedule or performance, SWTS reserves the right to modify the schedule / contract accordingly. SWTS will promptly inform you of any changes which may impact the contract or the project.*

- packaging** - membranes may be delivered factory-installed in shipping frames, individually bagged, boxed and crated, or a combination of the two methods depending on availability and urgency of delivery.
- DDP** - Delivery will be by standard ocean/ground on the basis of DDP O.B. Curtis WTP, Ridgeland, MS, USA or other named place of destination; Incoterms 2020. DDP = delivery duty paid. Partial shipments will be acceptable unless otherwise specified. Where delivery cannot be accepted at this destination, Jackson shall specify an alternate, equivalent destination without delay.

Due to varying origins and availability, non-membrane items included in this proposal may be shipped separately from the membranes. Should separate shipments be required, where possible, SUEZ will strive to provide these items on or before the delivery of the membranes.

- origin** - Delivery of ZeeWeed membranes originates from the SUEZ Water Technologies & Solutions, ZENON Membrane Products (ZEM), Bláthy Ottó u 4, Oroszlány, 2840 Hungary facility.
- title & risk** - Title and risk of loss or damage to membrane modules and crating shall pass to Jackson upon delivery at the named place of destination.
- export documents** - All ZeeWeed membrane module shipments into the USA require clearance documentation from the EPA. SUEZ will prepare and provide the required EPA documentation to the Carrier.
- MPF** - Merchandise processing fee is a fee assessed for formal custom entries based on 0.35% of the invoice value, with a minimum of USD \$25 per formal entry and a maximum of USD \$485. On the basis of DDP terms, this fee will be paid by SUEZ within the quoted price.

- ❑ **duty** - A US Customs duty of 3.9% applies to all ZeeWeed membranes shipped individually or in shipping frames; not in operational cassette frames. On the basis of DDP terms, this duty will be paid by SUEZ within the quoted price. Any new duty imposed after the date of this proposal is the responsibility of Jackson.
- ❑ **taxes** - All applicable local, state, or federal taxes are the responsibility of Jackson.
- ❑ **temperature** - UF membranes cannot be allowed to freeze or overheat and may require temperature-controlled freight and handling according to the season and the planned routing. If required, the price of temperature control will be included within the firm quote on freight by SUEZ.
- ❑ **unloading** - may require one of or a combination of a loading dock, extended forks and an experienced fork lift driver at delivery destination. Please consult with SUEZ at the time of purchase order (PO) preparation on this.
- ❑ **shipping crate information** – below are all possible packaging configurations for ZW500D membrane modules. Multiple units of any of these configurations may arrive on site depending on quantity of membranes, delivery urgency and availability at time of order.

qty	description	dimensions (in.)	weight (lb.)
	ZW500D shipping frame	L=93" x W=37" x H=96"	2,622
	ZW500D 14M module crate	L=93" x W=74" x H=46"	1,325
	ZW500D 4M crate	L=93" x W=38" x H=28"	900
	ZW500D 2M crate	L=93" x W=38" x H=18"	500
	ZW500D 1M crate	L=93" x W=38" x H=12"	400

Notes:

- Only crates for membrane/cassette transport have been shown above to identify the largest and heaviest items that will need to be unloaded;
- Smaller crates/skids will be used for hardware items.
- ❑ **availability** - Delivery of membrane modules is typically 10 – 20 weeks. Definitive membrane module availability will be confirmed once a purchase order is received from Jackson and acknowledgement of a purchase order is issued by SUEZ.

## 5 ZeeWeed configuration

### membrane replacement only

configuration data	units	existing plant configuration	proposed configuration after replacement (1 train)		proposed configuration after replacement (all trains)
			ZW500D	ZW500D	
number of trains, plant		6	6		6
number of trains as configured		6	5	1	6
type of ZeeWeed membrane		ZW500D	ZW500D	ZW500D	ZW500D
module surface area	ft <sup>2</sup>	340	340	440	440
total number of cassette spaces per train		8	8	8	8
maximum number of modules per cassette		64	64	64	64
fully populated cassettes installed per train		0	0	0	0
flex cassettes installed per train		8	8	8	8
installed number of modules per flex cassette		56	56	44	44
total module count, train		448	448	352	352
total surface area in operation, train	ft <sup>2</sup>	152,320	152,320	154,880	154,880
total module count, plant		2,688	2,240	352	2,112
total surface area in operation, plant	ft <sup>2</sup>	913,920	916,480		929,280
% surface area change from existing, plant	%	—	0.3%		1.6%

**membrane replacement and expansion**

configuration data	units	existing plant configuration	proposed configuration after replacement & expansion (1 train)		proposed configuration after replacement & expansion (all trains)
number of trains, plant		6	6		6
number of trains as configured		6	5	1	1
type of ZeeWeed membrane		ZW500D	ZW500D	ZW500D	ZW500D
module surface area	ft <sup>2</sup>	340	340	440	440
total number of cassette spaces per train		8	8	8	8
maximum number of modules per cassette		64	64	64	64
fully populated cassettes installed per train		0	0	8	8
flex cassettes installed per train		8	8	0	0
Installed number of modules per flex cassette		56	56	0	0
total module count, train		448	448	512	512
total surface area in operation, train	ft <sup>2</sup>	152,320	152,320	225,280	225,280
total module count, plant		2,688	2,240	512	3,072
total surface area in operation, plant	ft <sup>2</sup>	913,920	986,880		1,351,680
% surface area change from existing, plant	%	—	8.0%		47.9%
minimum temperature	°C	8			
flow capacity, average daily flow ADF	GPM	17,361	18,778		22,917
flow capacity, average daily flow ADF	GPD	25,000,000	27,040,500		33,000,000
design net flux at ADF at min. temp.	GFD	27.4	27.4		24.4

**note:** The stated flow is based on membrane capacity only. Verification of the capacity of other equipment and systems, including but not limited to permeate pumps, blowers, tanks, piping etc., has not been considered.

## 6 SUEZ support

### 6.1 off-site support

#### controls

Provide minor programming adjustments as required for the new membranes including adjustment of set points for permeate to keep plant trains balanced and working towards plant output targets.

**project management**

Provide planning and off-site assistance during the membrane replacement project.

**6.2 on-site technical advisory services**

The proposal includes a provision for technical advisory services during installation and commissioning process to Jackson's staff as outlined in section 2. SUEZ strongly recommends that Jackson consider having at least one experienced person on site during this period.

The following activities will be executed by SUEZ personnel and overseen by plant staff:

- remove existing cassettes from the replacement train;
- remove retired modules from the cassette;
- install the new membrane modules;
- perform bubble test where applicable to test membrane integrity and review trans membrane pressure (TMP) on the installed membranes and compare to expected values for new membranes.

**operating responsibility** - Jackson retains control of the work site and retains final responsibility for the installation and commissioning process.

SUEZ will perform the services specified in the scope section of this document, but SUEZ will not operate the system. For the purposes of this agreement, the term "operate the system" shall mean to run or control the functioning of the equipment or to otherwise conduct or manage the affairs of any aspect of water or wastewater treatment or other functions at Jackson's site, and shall include functions such as providing operators or laborers to adjust or control water treatment ("WT") equipment, wastewater treatment ("WWT") equipment or sludge management facilities ("SMF"), providing program oversight or directing on-site or contract operators/laborers to adjust or control WWT or SMF, providing personnel responsible for or providing oversight of water treatment residual quality, wastewater effluent quality, sludge quality, waste characterization, or waste disposal activities, or providing personnel with continual or daily operational responsibilities with respect to water or wastewater treatment, influent or effluent compliance monitoring, process monitoring, government reporting or notification, or permit compliance.

**waiting time** - Any overtime or waiting times required due to unforeseen site events outside the control of SUEZ will be invoiced according to the prevailing SUEZ service labor rates sheet, available on request.

**reporting** - Before leaving site, SUEZ will record observations and discuss with operators concerning the condition of the equipment, tasks accomplished during the visit, and key operating and maintenance issues requiring further attention. SUEZ will provide a copy of a written report before leaving site and/or provide a service visit report to the plant operator within a reasonable timeframe of the SUEZ service representative's return to the office. In any case, Jackson will be asked to sign a work order that describes the hours on site and tasks accomplished.

#### **SUEZ duties for on-site services**

- SUEZ will coordinate its work under this agreement in a reasonable manner with the operating staff of the facility.
- SUEZ will maintain public liability and property damage insurance covering all operations undertaken by SUEZ and its sub-contractors with a limit of \$5,000,000 inclusive for any one accident or occurrence. If for any reason additional insurance coverage (e.g. general construction/erection all risk, general liability) is required above and beyond SUEZ's standard insurance terms for on-site commissioning supervision, Jackson must inform SUEZ in writing 60 days prior to work commencement at site. Jackson will be billed for all additional insurance costs and processing fees.
- SUEZ will maintain workers compensation and employers' liability coverage as per statutory requirements.

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## **7 scope - Jackson**

### **7.1 installation preparation**

- Receive, off-load, handle and provide temperature-controlled storage of the equipment and materials required for Seller to perform the duties outlined in the Seller's scope of supply. Prior to off-loading, Buyer to confirm temperature indicators have not been tripped.
- Membranes must be stored in a sheltered area, protected from freezing, direct sunlight or extreme heat, and sealed as shipped until ready for use. Storage should be in a dark, dry, level area at a temperature of 5-30°C (41-86°F). Membranes have a shelf life of 1 year before requiring re-preservation and should not be stored longer than necessary prior to installation. Jackson is responsible for risk of loss of Seller's parts while in storage at the customer's plant.
- Inspect, evaluate and make repairs as required for the membrane tanks, mounting brackets, hoses and all connections prior to SUEZ arriving at site.
- Provide all access structures (such as scaffolding) and mechanical lifting equipment including cranes, forklifts and scissor lifts.
- Assure availability of a copy of the operating manual, all process and instrumentation drawings, and all electrical drawings on site and accessible for reference.

- Maintain adequate insurance coverage for the risks of fire, theft, vandalism, floods and personal injury to authorized or unauthorized visitors.

## 7.2 installation

- Jackson will arrange that plant personnel are available to collaborate with the SUEZ Service Representative for the full duration of this site visit.
- Jackson will afford Seller's personnel free access and egress of the facility for all authorized work. Jackson will provide reasonable access to workshop facilities with standard workshop tools and equipment as is necessary to meet any repair and maintenance requirements of the system during installation.
- Provide adequate illumination and emergency lighting for all areas in which the Seller will be executing the scope of supply. Provide all site utilities such as raw water, instrument quality air, potable water and power required for operation of the proposed equipment included in this scope of supply. Assure that adequate quantities of membrane cleaning and neutralizing chemicals are on hand for wash procedures including sodium hypochlorite, sodium bisulphite, citric acid and sodium hydroxide. Supply telephone/fax/modem access while Seller's staff members are on-site.
- Provide assistance to remove cassettes from the system if required.
- Provide assistance to return cassette into the system following membrane installation.
- Dispose of membrane module preservative as well as all retired membrane modules.
- Dispose of shipping and packaging materials unless specifically requested not to do so by SUEZ.
- Provide assistance to prepare shipping frames for return to SUEZ if required. See section 7.3.
- If required, load shipping frames onto the truck for return to SUEZ. SUEZ will be responsible for organizing the logistics of delivery back to SUEZ.

## 7.3 empty shipping frame preparation

All shipping frames returning to Hungary must be clean and packaged appropriately for trans-oceanic transport in shipping containers. SUEZ can provide Jackson offsite assistance to facilitate the return of shipping frames.

All wooden packaging material used for international shipments must conform to current phytosanitary standards to reduce the risk of introduction and spread of quarantine pest species associated with the movement in international trade of wood packaging material made from raw wood.

All wood packaging material used to transport shipping frames internationally, must comply with ISPM15 which is the standard for phytosanitary measures and be properly stamped indicating compliance with the standard. Failure to comply with the standard may lead to



shipment refusal and subsequent project delays. For detailed information on ISPM15 please visit <http://www.ispm15.com>.

Whenever possible, save and re-use the wooden skids that the shipping frames arrived on for return freight purposes.

SUEZ will provide Jackson off-site assistance to facilitate the return of shipping frames.

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## 8 solution design notes

### 8.1 permits

#### regulatory requirements

Jackson is responsible to review and report to the permit granting agency on the impact of any of the proposed changes on the regulatory permit. SUEZ will provide the necessary manufacturer's technical support on regulatory issues.

***Please speak with your regional lifecycle manager (RLM) if there are any regulatory requirements or concerns.***

#### utilization

base price

SUEZ understands that these modules are required as replacements for currently installed modules.

These modules are offered on the basis that the membrane modules will not be used to provide expanded flow beyond the current plant flow rating. SUEZ makes no guarantees, implied or otherwise as to the performance of these modules in any other capacity than as replacement membranes.

base price + expansion adder

SUEZ understands that these modules are required to replace and upgrade the currently installed modules and to expand the capacity of the existing treatment plant to 33 MGD.

SUEZ does not guarantee the expanded capacity due to unavailability of spare membrane space for remediation of a flow shortfall.

It should be noted that expansion to 33 MGD requires that no changes from the original design (rotating equipment, holding volumes, retention times, piping, etc.) have been made to the plant that would inhibit its ability to achieve its "ultimate" capacity.

#### production interruption

During installation of the ZeeWeed cassettes, trains may be shut down which will affect Jackson treatment capacity. After the purchase order is acknowledged, SUEZ's project manager for the installation will consult with Jackson to jointly develop the installation plan

and work schedule with due regard for membrane delivery to the plant and plant preparation.

## 8.2 maintenance notes for replacement membranes

### preferential flow

Preferential flows can create a risk of over-fluxing of new modules when they are installed in the same train with older modules. The mixing of old and new modules in the same cassette also makes management of slack adjustment more difficult. SUEZ recommends that Jackson plan membrane module replacement on a complete cassette and complete train basis wherever possible to achieve both optimal performance and best value from the new membrane modules. In this case, by replacing all membrane modules on a per train basis, this risk has been neutralized.

### membrane slack

SUEZ's membranes are supplied and shipped with an initial factory fiber slack designed to optimize membrane air scouring during operation as well as accommodate a degree of shrinkage. Membranes shrink in length early in their lifecycle when exposed to higher temperature water. The pace of shrinkage slows with age. With the installation of new membranes, the requirements for slack adjustment start a new cycle.

Due to the wide variety of operating environments in which our products can be utilized, it is difficult to generally predict the rate of shrinkage. If membranes operate in a condition of insufficient slack for an extended period of time, irreversible damage to the fiber-urethane bond may occur. Please refer below to the recommended inspection frequencies based on your plant's membrane tank operating temperature. Visual inspections should begin during the membrane installation and be repeated over time on the same cassette. Digital pictures will allow for comparative analysis of the fiber slack over time.

maximum operating temperature	recommended slack inspection frequency
0-24 °C / 32-76 °F	every 2 years
25-30 °C / 77-86 °F	once per year
>30 °C / > 86 °F	twice per year

### membrane repairs

All new modules are factory tested at our manufacturing facilities and are in good working order as they are packaged and crated for shipment. On occasion, a limited number of modules arriving at site may require repairs due to uncontrollable factors during shipping and receiving, in particular with multi-modal shipments. This membrane replacement proposal includes a provision for a fiber repair kit for drinking water modules. Previously SUEZ has supplied Jackson with 3 blank header sets for use as membrane substitutes, allowing the cassette to be placed back in operation as modules are repaired.

## 9 health & safety

### Jackson

- Jackson will provide orientation to Seller's personnel to ensure site-specific safety protocols are known. Jackson will identify and inform Seller's personnel of any site-specific hazards present in the work place that could impact the delivery of Seller's scope of supply and agrees to work with Seller to remove, monitor, and control the hazards to a practical level.
- Jackson will provide any site-specific or standard company operating procedures and practices for Seller's personnel to perform work on site, if required by Jackson's policies. Such programs may include, but are not limited to, general environmental health & safety (EHS), HAZOP, fire protection, drug testing, incident notice, site conduct, standard first aid, chemical receiving, electrical safety, etc. Jackson will provide a certificate of program completion for Seller's personnel. This program will be fully documented, training materials will be provided, and attendance list will be kept.
- If any type of lifting devices will be used on site, Jackson will provide proof of its maintenance, inspection and certification documentation upon request and will assist the SUEZ service representative to complete a safety inspection checklist.
- Where confined space entry may be required, Jackson will provide early notice and will collaborate with SUEZ in planning adequate staffing and in advising the local fire/rescue department as required.
- No time or cost provision has been made for preparations such as safety record clearances, drug testing, insurance confirmations or pre-job-training in excess of 1 hour. Prior to finalizing the Purchase Order and the work schedule, Jackson will advise SUEZ of any pre-job or pre-mobilization requirements. Where these requirements exceed 1 hour, this time will be charged to Jackson at rates set out in the prevailing SUEZ labor rate sheet.
- Where certain short duration activities require two people for safety and the SUEZ Service representative is alone at site, Jackson will cooperate as required to assure that correct safety precautions are taken.
- Jackson is responsible for the following environmental provisions:
  - environmental use and discharge permits for all chemicals at Jackson's facility either listed in this document or proposed for use at a later date;
  - any special permits required for Seller's or Jackson's employees to perform work related to the water treatment system at the facility;
  - all site testing, including soil, ground and surface water, air emissions, etc.;
  - disposal of all solid and liquid waste from the Seller's system including waste materials generated during construction, start up and operation.

- Jackson is responsible for provision of health and safety facilities to Seller's field service representatives to the same extent that they are provided to Jackson's own employees, including provision of:
  - eyewash and safety showers in the water treatment area;
  - chemical spill response;
  - security and fire protection systems per local codes;

**SUEZ**

- All work on site will be performed in accordance with applicable law and will be performed reasonably, in a clean and safe manner. The SUEZ service representative will abide by the more stringent of the applicable health, safety and environmental policies and procedures of either Jackson or SUEZ.
- SUEZ will provide all applicable safety training required by SUEZ policies or by state or national health and safety regulations. The SUEZ service representative will have undergone workplace hazardous material information system (WHMIS) training and will come equipped with necessary personal protective equipment (PPE).
- Emergencies - In emergencies affecting the safety of persons, work or property at the site and adjacent thereto, SUEZ will act, without previous instructions from Jackson, as the situation warrants. SUEZ will notify Jackson immediately thereafter.

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## 10 ZeeWeed\* Membrane Module Standard Warranty

This schedule sets out the warranty with respect to ZeeWeed membrane modules ("membrane modules"). No other warranties, expressed or implied are made in connection with the sale of these products, including, without limitation, warranties as to fitness for any purpose or use or merchantability of these products. The warranty provided herein will be the exclusive and sole remedy of Buyer. This warranty is not transferable.

### 1. Definitions

The following terms shall have the meaning set forth below when used in the warranty document:

- a) "Buyer" means the party purchasing the ZeeWeed Modules from the Seller
- b) "Seller" means a business component of, or legal entity within the SUEZ Water Technologies & Solutions business which is selling the ZeeWeed membranes.

### 2. Warranty Product

This warranty applies to only the membrane modules supplied under the contract of sale. Membrane module means the hollow fibre ultrafiltration membranes and the potted plastic headers. This warranty does not cover air piping to the membrane module, permeate piping from the membrane module, piping connection fittings, connecting hardware and cassette frames with their associated components including but not limited to spacers, aerator tubes, aerator assemblies, screen, module dummies or module blanks.

### 3. Scope of Warranty

The Seller warrants that its membrane module(s) will be free of defects due to faulty materials or errors in manufacturing workmanship.

Regular membrane module inspection and normal fibre repair shall be the responsibility of Buyer.

All replacement membrane modules will be shipped on the basis of INCOTERMS 2020 FCA SUEZ manufacturing facility.

All ancillary costs including but not limited to bagging, boxing, crating, freight, freight insurance, applicable taxes, import duties, certifications, brokerage, receiving, forklift services, storage at site, reattachment hardware, hose/clamp/camlock replacement, crane services, installation, fibre repair materials, glycerin flushing, commissioning and waste disposal are the responsibility of Buyer.

#### **4. Warranty Start Date**

Membrane warranty will start on the earlier of:

- a) The date that installation of the original membrane module(s) has been substantially completed, or
- b) Three (3) months from the date of delivery of the original membrane module(s) to Buyer.

#### **5. Warranty Duration**

**Total Warranty Duration:** a total of 24 months of full replacement warranty coverage.

#### **6. Notification of Claim**

All claims filed under this warranty shall be made in writing by Buyer within 30 days of identifying a defect.

Buyer shall provide the following information:

- a) A description of the defect giving rise to the claim;
- b) Photographs showing the manufacturing defect;
- c) The serial number(s) of the membrane module(s) which is (are) the subject of the warranty claim; and
- d) Operating data and repair history for the life of membrane modules which are the subject of a warranty claim.

#### **7. Verification of Claim**

After receipt of written notification of a defect, the Seller will promptly undertake such investigations as, in the Seller's opinion, are necessary to verify whether a defect exists. The Seller reserves the right to require additional data as necessary to validate claims. Buyer may, in the course of these investigations, be requested to return membrane module(s) to the Seller for examination (see section 11). The Seller may also conduct reasonable tests and inspections at Buyer's plant or premises. If the results of the investigation do not validate the defect claimed, Buyer will reimburse the Seller for all reasonable expenses associated with said investigation, including expenses for all tests, inspections, and associated travel.

#### **8. Satisfaction of Claims**

The Seller will have the right to satisfy claims under this warranty in a flexible manner. Such flexibility may include the repair of existing membrane modules or changes in operating protocols or membrane module replacement or by upgrading failed membrane modules with newer membrane module(s) that may embody design and efficiency improvements. Buyer consents to the supply of replacement membrane modules which may be of a different design than original membrane modules.

#### **9. Operating Information**

To maintain the membrane module warranty, membrane system operation records from initial start-up date until claim must be maintained by Buyer and made available to the Seller upon request. Records must be provided in sufficient detail as applicable to verify the subject of a warranty claim and can include but is not limited to, operation data including information on feed water quality, temperatures, flows, trans-membrane pressures, aeration rates, permeate quality, cleaning intervals, cleaning chemical concentrations, elapsed time since start-up, relevant analytical data and reporting of any screen bypass events.

Buyer shall maintain and share access to a single reference copy in electronic form of a membrane module map containing the history of activity by membrane module and the serial number for each module. Buyer shall log its procedures performed related to a membrane module including relocation of membrane modules, repairs, replacements and any other noteworthy events.

Buyer authorizes the Seller to conduct any reasonable review of operation and maintenance records or to inspect facilities where membrane modules are installed, upon reasonable notice to Buyer. Such reviews and/or inspections are intended to also assist the Seller and Buyer in detection of membrane system faults and to optimize the care and operation of the membrane modules.

#### **10. Limitation of Warranties**

Occurrence of any of the following as reasonably determined by the Seller will void this warranty:

- a) A material failure to operate the membrane system in accordance with Seller's operations and maintenance manual supplied to Buyer as part of the contract, including material failure to adhere to the Seller's specified membrane module cleaning procedures and the use of anything other than Seller-approved membrane module cleaning agents.

- b) Failure to adhere to the preventive maintenance program as presented in the Seller's operations and maintenance manual, in published product manuals and in specifications.
- c) Failure to adhere to all transportation and storage requirements. ZeeWeed membrane modules may be stored up to 12 months from date of receipt and must be transported and stored in original intact packaging out of direct sunlight in ambient temperatures between 5-35 Degrees Celsius. Storage beyond 12 months from date of receipt requires a written request to SUEZ to maintain membrane module warranties.
- d) Introduction of destructive foreign materials and chemical agents into the membrane module.
- e) Failure to maintain and provide system operating data and repair history for the life of membrane modules which are the subject of a warranty claim.
- f) Physical abuse or misuse, incorrect removal or installation of membrane modules by non-Seller personnel including fibre damage caused by operator error in handling of membrane modules or cassettes.
- g) Unauthorized alteration of any components or parts originally supplied by the Seller.
- h) Intentional damage.

### **11. Return Procedure**

In the event that the return of a membrane module is required pursuant to this warranty, Buyer will first obtain a Return Goods Authorization (RGA) number from the Seller. Membrane module(s) shipped to the Seller for warranty examination must be shipped freight prepaid in environmentally controlled freight and storage with ambient air temperature between 5-35 degree Celsius. If Buyer desires temporary replacement membrane module(s) to replace those alleged to be defective and returned to the Seller for warranty examination, Buyer shall be responsible for the cost associated with any such replacements until examination of the returned membrane modules pursuant to this warranty is complete. Any membrane module examined by Seller as part of a warranty claim where the membrane module is subsequently found to be performing as warranted or where a membrane module failure is not covered under the warranty will be returned to Buyer, freight collect or disposed of by Seller and the cost associated with any membrane analysis and diagnostic work will be levied against the Buyer based on SUEZ standard labour rates.

### **12. Disclaimer and Limitation on Liability**

To the maximum extent permitted by law, in no event shall Seller be liable for any loss of profit or revenues, loss of production, loss of use of equipment or services or any associated equipment, interruption of business, cost of capital, cost of replacement water or power, downtime costs, increased operating costs, claims of Buyer's customers for such damages, or for any special, consequential, incidental, indirect, punitive or exemplary damages arising out of or relating to the performance or actual or alleged breach of the agreement, regardless of whether a claim is based in contract (including warranty or indemnity), extra-contractual liability, tort (including negligence or strict liability), statute, equity or any other legal theory.

# 11 terms and conditions of sale

## a - specific terms and conditions of sale

These terms take precedence over the general terms and conditions of sale.

### 1 legal entity for contracting

ZENON Environmental Corporation is the name of the Seller, and means a business component of, or legal entity within the SUEZ Water Technologies & Solutions business (SUEZ) which is selling ZeeWeed modules.

Please advise us if this SUEZ entity is not set up in your purchasing system as a vendor and you do have another SUEZ entity set up. We are keen to make the purchase process as convenient as possible for Jackson.

short form: Where a short reference is required in this document, for convenience, we are called simply SUEZ.

### 2 payment terms

On approved credit, payment terms are net 30 days from customer receipt of invoice. Please see the invoicing schedule in the price section.

### 3 proposal validity

Prices quoted and proposal terms are valid up to thirty (30) days after the date of issue of this proposal unless confirmed with a purchase order.

### 4 bonds

Performance or payment bonds are not included in the price. These bonds can be purchased on request but will be at an additional cost.

### 5 flight booking

Prices quoted for installation which include airfare are either based on timely confirmation of a visit schedule or based on receipt of a purchase order in time to book any flights seven days in advance. Additional airfare charges related to late arrival of a purchase order will be extra and billed through to Jackson without mark-up.

### 6 excusable delays

Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, natural disasters, unusually severe weather, fire, terrorism, war (declared or undeclared) epidemics, material shortages, insurrection, act (or omissions) of Buyer or Buyer's contractors/suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If delivery or performance is delayed for a period exceeding 180 (one hundred and eighty) days, either Party may terminate this Agreement without further liability provided that Seller shall be paid an amount equal to that which would be payable to Seller under the article entitled "Termination". If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable adjustment in schedule, price and/or performance, as applicable.

### 7 purchase order guidelines

Please ensure that your purchase order has covered the following points. This will ensure accurate and prompt order entry, product delivery, invoicing and accounts receivables processing and will prevent administrative delays for all parties.

- legal entity – Please be sure your purchase order is issued in the name of the specific SUEZ legal entity issuing this proposal cited above. We will be glad to work with your purchasing department to set this entity up as an approved supplier/vendor. Please advise us if this SUEZ entity is not set up in your purchasing system as a vendor and you do have another SUEZ entity set up.
- digital copy – Our strong preference is to receive a digital copy of your purchase order rather than a PO number alone.

- proposal number and date** – Please reference the 6-digit proposal number and the proposal date which are found in the footer of each page.
- price** – State the total price you are accepting for this order.
- taxes** – Provide any required tax exemption certificates.
- ship-to address** – Please clearly define the plant site address or delivery location and the receiver’s email & telephone. Please specify receiving hours and any special off-loading requirements.
- delivery date** – Please include your requested delivery date or agreement start date.
- purchase order** – Please send your purchase order to SUEZ by email to [service.pocentral.wts@suez.com](mailto:service.pocentral.wts@suez.com).

**b – general terms and conditions of sale**

City of Jackson and SUEZ acknowledge that they have read and understood the Agreement for Factory Authorized Service, Training and Monitoring for Membrane Ultrafiltration Equipment between the City of Jackson and GE Water & Process Technologies and agree to be bound by the terms and conditions specified in the Agreement, with the following amendments contained in sections 6 & 7:

agreed between GE and City of Jackson for Service Agreement in 2011	proposed April 9, 2012 by Terry S. Williamson	proposed by GE April 25, 2012
	<p>Terry S. Williamson            Legal Counsel, Office of the City Attorney            Telephone: 601-960-1799            Facsimile: 601-960-1756            Email: <a href="mailto:twilliamson@city.jackson.ms.us">twilliamson@city.jackson.ms.us</a></p> <p><b>AGREEMENT FOR FACTORY-AUTHORISED SERVICE, TRAINING AND MONITORING FOR MEMBRANE ULTRAFILTRATION EQUIPMENT O.B. CURTIS WATER TREATMENT PLANT BY AND BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND GE WATER &amp; PROCESS TECHNOLOGIES</b></p>	<p>We interpret Terry’s point about the limitation of liability to be mostly in terms of exposure under indemnity. We can exclude third party claims from the monetary cap on liability and clarify also that they are not excluded as consequential damages.</p> <p>We have taken the City’s suggested language and restored our LOL in blue text and added those clarifications.</p> <p>The intention is that this proposed language will also serve for the expected PO for 374 of 448 modules in one train.</p>
<p><b>SECTION 15 – INDEMNIFICATION</b> accepted in January 2011</p> <p>The CONTRACTOR agrees to indemnify and hold CITY harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses,</p>	<p><b>SECTION 15 - INDEMNIFICATION</b></p> <p>The CONTRACTOR agrees to indemnify and hold CITY harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature</p>	<p><b>SECTION 15 - INDEMNIFICATION</b></p> <p>The CONTRACTOR agrees to indemnify and hold CITY harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature</p>



<p><b>agreed between GE and City of Jackson for Service Agreement in 2011</b></p>	<p><b>proposed April 9, 2012 by Terry S. Williamson</b></p>	<p><b>proposed by GE April 25, 2012</b></p>
<p>surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, third party property, natural resources or the environment, including governmental and physician claims and creditor, reasonable attorney and other professional fees and costs arising out of or in connection with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the CONTRACTOR, but only to the extent such claims and resulting damages are attributable to the CONTRACTOR's negligence.</p>	<p>whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, third party property arising out of or in connection with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the CONTRACTOR, but only to the extent such claims and resulting damages are attributable to the CONTRACTOR's negligence.</p>	<p>whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, third party property arising out of or in connection with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the CONTRACTOR, but only to the extent such claims and resulting damages are attributable to the CONTRACTOR's negligence.</p>
<p>The CONTRACTOR shall assume liability for its proportional share of any direct damage resulting from the wrongful act(s) and/or negligence of its employees while engaged in the performance of the contract. The CONTRACTOR's liability to the CITY and to its officers, employees and agents, for damages, whether a claim is brought in contract or tort, will not exceed the greater of USD 500,000 or the payment, if any, received by CONTRACTOR of up to a maximum of two (2) years of services furnished or to be furnished under the contract, which is the subject of claim or dispute. This liability will not in any event exceed the limits established by law in the jurisdiction of the service site. In no event will CONTRACTOR be liable for any loss of profits or revenue or for any other incidental, indirect or</p>	<p>The CONTRACTOR shall assume liability for its proportional share of any direct damage resulting from the wrongful act(s) and/or negligence of its employees while engaged in the performance of the contract.</p>	<p>The CONTRACTOR shall assume liability for its proportional share of any direct damage resulting from the wrongful act(s) and/or negligence of its employees while engaged in the performance of the contract. Except for its obligations in the preceding paragraph, the CONTRACTOR's liability to the CITY and to its officers, employees and agents, for damages, whether a claim is brought in contract or tort, will not exceed the greater of a) USD 500,000 or b) the payment, if any, received by CONTRACTOR of up to a maximum of two (2) years of services furnished or to be furnished under the contract, which is the subject of claim or dispute or c) supply of membrane replacement for one complete train. This liability will not in any event exceed the limits established by law in the jurisdiction of the service site. In no event will CONTRACTOR be</p>

<b>agreed between GE and City of Jackson for Service Agreement in 2011</b>	<b>proposed April 9, 2012 by Terry S. Williamson</b>	<b>proposed by GE April 25, 2012</b>
consequential damages however caused arising out of, or in any way connected with, services furnished by CONTRACTOR to the CITY.		liable for any loss of profits or revenue or for any other incidental, indirect or consequential damages however caused arising out of, or in any way connected with, services furnished by CONTRACTOR to the CITY. In the interest of clarity, any claims and obligations of CONTRACTOR under the preceding paragraph are not to be considered as incidental, indirect or consequential damages for purposes of the exclusion in the preceding sentence.
The CONTRACTOR further agrees to indemnify the CITY for all penalties, fines and other obligations, which may be imposed by regulatory agencies as a result of the CONTRACTOR's negligence or wrongful failure to perform.	The CONTRACTOR further agrees to indemnify the CITY for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the CONTRACTOR's negligence or wrongful failure to perform.	The CONTRACTOR further agrees to indemnify the CITY for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the CONTRACTOR's negligence or wrongful failure to perform.

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## 12 signed agreement

Through the issue of this proposal, SUEZ signals their intent to enter into an agreement with Jackson. Jackson and SUEZ acknowledge that they have read and understood this agreement and agree to be bound by the terms and conditions specified in it.

**offered by legal entity:** ZENON Environmental Corporation, also known as SUEZ or Seller

**accepted by legal entity:** City of Jackson, MS, also known as Jackson or Buyer

**authorized signature by:** \_\_\_\_\_

**title:** \_\_\_\_\_

**signature date:** \_\_\_\_\_

**signature:** x \_\_\_\_\_

**purchase order no:** \_\_\_\_\_

Upon acceptance of this proposal, please forward the following either

• by email with .pdf attachments or • by postal mail or • by fax.

- 1) this signature page completed to:
- 2) a hard copy of your purchase order, and
- 3) any required tax exemption certificates

[service.pocentral.wts@suez.com](mailto:service.pocentral.wts@suez.com)

or

SUEZ Water Technologies & Solutions

attention: Contracts Administrator

Please contact

[service.pocentral.wts@suez.com](mailto:service.pocentral.wts@suez.com)

for correct address

or

fax no.: 905 465 3050

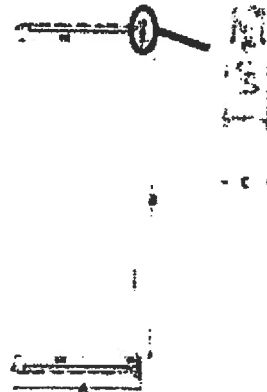
This agreement comes into force when SUEZ has issued a formal acceptance of Jackson's purchase order or formal acceptance of this Jackson signed agreement.

doc. control: author: RM filename: Jackson MS 347266-1 352 x ZW500 440ff Mar 4 2021  
last modified: 3/4/2021 5:37 PM technical review: JP(rev1) commercial review: JP(rev1) DOA: Bikt

attachment a ZW500D 440ft<sup>2</sup> membrane

ZeeWeed® 500D module

Module Dimensions			
Product	Width (A) mm (in)	Height (B) mm (in)	Depth (C) mm (in)
37C	1,025 (40.35)	1,025 (40.35)	49 (1.91)
38C			49 (1.91)
39C			49 (1.91)



Module Properties									
Application	Product	Membrane Surface Area m <sup>2</sup> (ft <sup>2</sup> )	Max. Shipping Weight kg (lb)	Limng Weight kg (lb)	Intercept	Max. Feed Conc. (ppm)	Surface Properties	Fiber Diameter (mm)	Flow Path
MBR	37C	34.4 (372)	28 (61)	28 - 75 (62 - 165)					
	38C	27.9 (300)	24 (53)	24 - 58 (53 - 129)					
Non-MBR	39C	21.5 (230)	20 (45)	20 - 72 (45 - 159)					
	40C	21.5 (230)	20 (45)	20 - 67 (45 - 148)					

Packaged frames with seals assembled on.

Operating & Cleaning Specifications							
Application	Product	Temp Range (°C) (°F)	Max. Operating pH Range	Operating pH Range	Max. Cleaning Temp. °C (°F)	Cleaning pH Range	Max. Cl. Conc'n (ppm)
MBR	37C-39C	-5 to 55 (23 to 131)					
Non-MBR	39C-40C	-5 to 55 (23 to 131)					

For a complete list of products, visit [www.suezwater.com](http://www.suezwater.com) and click on Contact Us. All trademarks are the property of their respective owners.

Product code: ZW500D 440ft<sup>2</sup> Mem-1

**ORDER AUTHORIZING A SINGLE SOURCE PROCUREMENT  
FROM BURNETT LIME COMPANY, INC. LEASING A CAL-  
FLO SYSTEM FOR THE O.B. CURTIS WATER TREATMENT  
PLANT (ALL WARDS)**

OFFICE OF THE CITY ATTORNEY  
4/13/21  
[Signature]

**WHEREAS**, the O.B. Curtis Water Treatment Plant has been using the Cal-Flo System for liquid lime treatment for emergency pH adjustment since 2018; and

**WHEREAS**, Burnett Lime Company, Inc., a South Carolina Company with its principal business address at 7095 Highway 11, Campobello, South Carolina 29322, is the single source for the Cal-Flo System and for the liquid lime used by that system; and

**WHEREAS**, the system is necessary for the City to maintain compliance with the Lead and Copper Rule of the Safe Drinking Water Act; and

**WHEREAS**, the current contract has been on a month-to-month basis under the terms of the current agreement; and

**WHEREAS**, Burnett Lime Company, Inc. desires to enter into a new contract effect March 1, 2021 that will have a term through February 28, 2023 and will an additional period of one year until February 29, 2024 upon the mutual agreement of the parties; and

**WHEREAS**, Burnett Lime Company, Inc. has agreed to continue to lease the liquid lime feed system and to provide lime slurry for use in the feed system under the same financial terms as the original Agreement, which is \$3,000 each month for the lease and \$0.0730 per liquid pound for the slurry; and

**WHEREAS**, the Department of Public Works requests that the governing authorities authorize new Lease Agreement to replace the current agreement that continue in effect because Burnett Lime Company, Inc. is the single source for the Cal-Flo system operating at the O. B. Curtis Water Treatment Plant and the liquid lime slurry it uses.

**IT IS, THEREFORE, ORDERED** that a new Lease Agreement with Burnett Lime Company, Inc. to provide the Cal-Flo Lime Feed System and lime slurry for use in that system is authorized for a term commencing March 1, 2021 through February 28, 2023 at a monthly lease cost of \$3,000.00 and cost of \$0.0730 per pound for lime slurry with an option to renew the Lease Agreement for an additional year through February 29, 2024 upon the mutual agreement of the parties.

Agenda Item No. 29  
Agenda Date April 13, 2021  
(WILLIAMS, LUMUMBA)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

DATE 04/06/2021

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING A SINGLE SOURCE PROCUREMENT FROM BURNETT LIME COMPANY, INC. LEASING A CAL-FLO SYSTEM FOR THE O.B. CURTIS WATER TREATMENT PLANT (ALL WARDS)</b>
2.	<b>Mayoral Priority Addressed</b> 1. Public Safety 2. Economic Development 3. Housing 4. Infrastructure 5. Quality of Life	Infrastructure Quality of Life
3.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Infrastructure Quality of Life
4.	<b>Who/What will be affected &amp; Benefits</b>	The City's Water customers
5.	<b>Schedule</b> 1. Contract 2. Project (Beginning date) (Completion date)	Upon signature of the Contract
6.	<b>Location:</b> ■ WARD  ■ CITYWIDE (yes or no) (area)  ■ Project limits if applicable	Citywide
7.	<b>Action initiated by:</b> ■ Mayor's Office <input type="checkbox"/> ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Public Works, Water-Sewer Utility Division
8.	<b>COST</b>	\$3,000.00 per month and \$0.0730 per pound of lime slurry
9.	<b>Source of Funding</b> ■ General Fund <input type="checkbox"/> ■ Enterprise <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	<i>031-521.35-6514 Equip. Rental</i> <i>031-521.35-6212 Chemicals</i>
10.	<b>EBO participation</b>	ABE _____% WAIVER Yes _____ No _____ N/A _____ AABE _____% WAIVER Yes _____ No _____ N/A _____ WBE _____% WAIVER Yes _____ No _____ N/A _____ HBE _____% WAIVER Yes _____ No _____ N/A _____ NABE _____% WAIVER Yes _____ No _____ N/A _____



**City of Jackson  
Department of Public Works**

**Council Agenda Item Memorandum**

**To:** Honorable Chokwe A. Lumumba, Mayor

**From:** Charles Williams, Jr., Director  
Department of Public Works

**Date:** April 6, 2021

**Agenda Item:** **ORDER AUTHORIZING A SINGLE SOURCE  
PROCUREMENT FROM BURNETT LIME COMPANY,  
INC. LEASING A CAL-FLO SYSTEM FOR THE O.B.  
CURTIS WATER TREATMENT PLANT (ALL WARDS)**

**Council Meeting:** Regular Council Meeting, April 13, 2021

**Purpose:** To renew an existing Lease Agreement with Burnett Lime Company, Inc. for the Cal-Flo system for liquid lime, which provides emergency pH adjustment at the O.B. Curtis Water Treatment Plant

**Cost:** \$3,000 per month, plus \$0.073 per pound of liquid lime slurry

**Project/Contract Type:** Two-year Lease Agreement with a one-year option upon the mutual agreement of the parties

**Funding Source:** Enterprise Fund

**Schedule/Time:** From March 1, 2021

**DPW Manager:** Mary D. Carter

**Background:**

Beginning in 2018, the Water-Sewer Utility Division contracted with Burnett Lime Company, Inc. on an emergency basis to provide pH adjustment for O.B. Curtis Water Treatment Plant through its Cal-Flo system for liquid lime slurry. This system had been recommended to the City by the Mississippi State Department of Health because the existing lime feed system was unreliable and the soda ash feed system required by the Optimized Corrosion Control Plan authorized by the Mississippi State Department of Health had not yet been constructed. The pH adjustment to the water is required to comply with the Lead and Copper Rule of the Safe Drinking Water Act and its Mississippi equivalent.



**City of Jackson  
Department of Public Works**

The Water-Sewer Utility Division has maintained the Cal-Flo System throughout the design and construction of the soda ash feed system. When issues developed with the original soda ash feed system project, the Cal-Flo System continued to be used for pH adjustment and has been implemented as the emergency pH adjustment system, even with the completion of the soda ash feed system project.

The Cal-Flo system is stable and reliable. Burnett Lime Company, Inc. is the single source for this system and the supply of lime slurry it uses for pH adjustment. The Water-Sewer Utilities Division believes that it is necessary to continue with this emergency backup system in the foreseeable future given the past issues with plant operation and maintenance.



Office of the City Attorney


455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-0279  
Telephone: (601) 960-1756  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
4/7/2024

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING A SINGLE SOURCE PROCUREMENT FROM BURNETT LIME COMPANY, INC. LEASING A CAL-FLO SYSTEM FOR THE O.B. CURTIS WATER TREATMENT PLANT (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.

  
MONICA D. ALLEN, INTERIM CITY ATTORNEY  
Terry Williamson, Legal Counsel 

  
DATE

COUNTY OF SPARTANBURG )  
 )  
STATE OF SOUTH CAROLINA )



CAL~FLO® SYSTEM  
LEASE AGREEMENT

THIS AGREEMENT ("Agreement") made as of the 1st day of March, 2021 ("the Effective Date") between Burnett Lime Company, Inc. ("Burnett Lime") and Jackson (City of), MS - O.B. Curtis WTP ("City of Jackson, MS").

WITNESSETH:

WHEREAS, Burnett Lime is in the business of selling CAL~FLO® lime slurry ("Product") to commercial customers;

WHEREAS, Burnett Lime is willing to lease a patented CAL~FLO® Lime Slurry System ("System") for use in water treatment.

WHEREAS, City of Jackson, MS is in the water treatment business and has a facility located at or near Jackson, MS ("City of Jackson, MS");

WHEREAS, City of Jackson, MS desires to purchase Product from Burnett Lime and to have the use of Burnett Lime's System for process water at City of Jackson, MS subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

**1. Term.**

- a. **Initial Term.** The initial term of this Agreement shall be March 1, 2021 through February 28, 2023.
- b. **Additional Term.** Beginning March 1, 2023, this Agreement will be renewed for an additional year period at the request of City of Jackson, MS and approval of Burnett Lime as the case may be.

**2. Specifications.**

City of Jackson, MS will pay a lease payment of \$3,000.00 per month, first payment due upon delivery of system.

- a. City of Jackson, MS will pay installation and removal fee of \$28,000.00 due upon delivery of the system.
- b. **Product.** The Product will meet the specifications set forth in Appendix A to this Agreement.
- c. **System.** The System will consist generally of the equipment and components set forth in Appendix B to this Agreement.

**3. Product.** Burnett Lime will sell and City of Jackson, MS will purchase Product as follows:

- a. City of Jackson, MS will purchase CAL~FLO® slurry continuing throughout the remaining term of this Agreement.
- b. Each load will contain approximately 46,000 pounds of Product.

- c. The purchase price for the Product will be \$0.0730 per liquid pound of CAL~FLO<sup>®</sup> slurry delivered to City of Jackson, MS if paid within 45 days of Invoicing.
  - d. City of Jackson, MS will submit a purchase order to Burnett Lime (by facsimile-to-facsimile number 864-592-1690 or by email to acannon@burnett-inc.com). City of Jackson, MS may provide Burnett Lime a blanket purchase order providing a pre-set schedule for delivery of Product to City of Jackson, MS.
  - e. Burnett Lime will deliver or cause the Product to be delivered to City of Jackson, MS on or before the specified delivery date.
  - f. Burnett Lime will submit its invoice for the Product to City of Jackson, MS (by facsimile-to-facsimile number \_\_\_\_\_ or to email: \_\_\_\_\_) within two (2) business days of delivery of the Product to City of Jackson, MS.
  - g. City of Jackson, MS will make payment to Burnett Lime within forty-five (45) calendar days receipt of an invoice from Burnett Lime.
4. System.
- a. Installation, Personnel, and Training.
    - i. City of Jackson, MS will provide a pad, service water for flushing, and power (480V, 3-phase power, 60 amp service) for operation of the lease System.
    - ii. City of Jackson, MS will, at its expense, provide two (2) qualified and capable personnel who will be trained to operate and maintain the System.
    - iii. Burnett Lime will, at its expense, train City of Jackson, MS's personnel how to operate and maintain the System during a one (1) day training session to be held on \_\_\_\_\_, at City of Jackson, MS.
  - b. Repair and Maintenance.
    - i. City of Jackson, MS personnel trained by Burnett Lime as provided in paragraph 4(a) above will, at City of Jackson, MS's expense, be responsible for performing daily maintenance on the System in accord with instructions and/or manuals provided by Burnett Lime.
  - c. Ownership. Burnett Lime shall at all times be and remain the true and lawful owner of the System. Ownership of the System shall not accrue to City of Jackson, MS by virtue of this Agreement or operation of law.
  - d. Payment for Use of System.
    - i. City of Jackson, MS shall not be obligated to make any additional payment to Burnett Lime for use of the System other than described in paragraphs 2 and 3 above.
    - ii. Should this Agreement be terminated by Burnett Lime under paragraph 7(a) below at any time before \_\_\_\_\_:
      - 1. Burnett Lime shall be permitted access so that Burnett Lime can remove the System from City of Jackson, MS.

iii. Should the Agreement be terminated by City of Jackson, MS under paragraph 7 (b) below at any time before \_\_\_\_\_ or should the Agreement be terminated on or after \_\_\_\_\_:

1. Burnett Lime shall be permitted prompt access to City of Jackson, MS ten (10) business days prior to the termination date so that Burnett Lime can remove the System from City of Jackson, MS.

5. **Exclusivity and Non-Compete.**

a. **Exclusivity.** City of Jackson, MS will *not* purchase Product, directly or indirectly, other than through Burnett Lime or cause others to do so during the term of this Agreement unless Burnett Lime cannot supply sufficient Product to meet City of Jackson, MS's requirements.

b. **Remedy.** City of Jackson, MS acknowledges that the covenant contained in subparagraph "a" above is an essential part of this Agreement, without which Burnett Lime would not have entered into this Agreement. Further, both parties expressly acknowledge that the restrictions imposed hereunder are valid and reasonable in light of the business of Burnett Lime and City of Jackson, MS.

6. **Termination.**

a. **By Burnett Lime for Cause.** Should City of Jackson, MS fail to perform any material obligation under this Agreement, Burnett Lime shall be entitled, after five (5) days' notice during which City of Jackson, MS fails to cure such breach, terminate this Agreement for cause.

b. **By City of Jackson, MS for Cause.** Should Burnett Lime fail to perform any material obligation under this Agreement, City of Jackson, MS shall be entitled, after five (5) days' notice during which Burnett Lime fails to cure such breach, terminate this Agreement for cause.

7. **Waiver.** The failure of any party to enforce any of the provisions of this Agreement at any time, or from time to time, shall not operate as a waiver with respect to future actions.

8. **Notices.** All notices, requests, demands, and other communications under this Agreement shall be deemed to have been duly given if delivered in person, if sent by facsimile with a copy sent in the United States mail, or if mailed in the United States mail, certified mail, return receipt requested, and properly addressed as follows:

If to Burnett Lime, to:  
7095 Highway 11  
Campobello, SC 29322  
[864-592-1690]

If to \_\_\_\_\_, to:  
\_\_\_\_\_  
[FAX NUMBER]

Notice is effective on the date of hand-delivery, the date of the confirmed facsimile transmission, or on the date on the signed return receipt. From time to time any party may designate another person or address for all purposes of the Agreement by giving to the other party not less than fifteen (15) days' advance written notice of such change of person or address in accord with the provisions hereof.

9. **Assignment.** No party to this Agreement shall assign, sublet or delegate the performance of any duties hereunder without the prior written approval of the other parties.

- 10. Binding Effect.** The terms and provisions of this Agreement shall be binding upon the parties hereto and their respective executors, administrators, legal representatives, heirs, successors and assigns.
- 11. Entire Agreement.** This Agreement sets forth the entire understanding of the parties with respect to the subject of this Agreement.
- 12. Changes.** No change, modification, or amendment of this Agreement or any provisions hereof shall be of any effect unless in writing and duly signed by the parties.
- 13. Situs.** This Agreement shall be governed by the laws of the State of Mississippi.

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

City of Jackson, MS

Burnett Lime Company, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: President

**CAL~FLO® Slurry**  
**Technical Data Sheet**  
Produced at Campobello, South Carolina

Typical Chemical Analysis

Suspended Solids	30%
Ca(OH) <sub>2</sub>	> 29%
Mg(OH) <sub>2</sub>	.11%
SiO <sub>2</sub> and insolubles	.38%
Fe <sub>2</sub> O <sub>3</sub>	.04%
Al <sub>2</sub> O <sub>3</sub>	.17%
Sulfur	.0045%
Manganese	.0015%
Chloride as NaCl	.0033%
Specific Gravity	1.19 – 1.23 g/ml

**CHEMICAL ANALYSIS:**

Calcium Hydroxide % by weight  
Inert Ingredients, % by weight  
pH of saturated solution

**SPECIFICATIONS:**

30.0 min max aqueous suspension  
70.0 max.  
12.4 @ 25C

**PHYSICAL PROPERTIES:**

Appearance and odor  
Solubility in water  
Median Particle size target

White suspension and odorless  
0.1gm/100gms  
25 – 35 microns

## APPENDIX B

### **System Specifications**

CAL~FLO® Slurry System (U. S. Patented)

CAL~FLO® Slurry System for the City of Jackson, MS includes the following:

- A. Slurry Tank 16,000 gallon capacity carbon steel, vertical tank 12' diameter x 19' high, dome top and flat bottom complete with internal baffles, agitator, ladder and guard rails, hatch lid, with proper openings and tie downs.
- B. One Top Entry Mixer complete with 7 ½ HP Motor speed reducer, shaft and turbans complete with mounting plate.
- C. Three metering pumps with 4-20 mil amp stroke adjusters.
- D. Electrical panel, starters.
- E. Level Indicator.
- F. Enclosure over pump.
- G. Three pinch valves with limit switches.
- H. Pipes, valves, fitting and connections.
- I. Three Caters.





RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN  
SUPPORT OF JOBS FOR MISSISSIPPI GRADUATES DROPOUT  
RECOVERY PROGRAM

WHEREAS, the City Council of Jackson, Mississippi, in greatest tradition, highly commends organizations whose mission is to empower others; and

WHEREAS, for over thirty (30) years, Job for Mississippi Graduates Dropout Recovery Program has served youth and adults, ages 16-24; born from the Jobs for American Graduates model, this program established sites across Mississippi to boost high school graduation rates for youth assessed as "*at-risk*;" and

WHEREAS, JMG provides unique opportunities, including twelve (12) months of post-graduation follow-up services; more than fifty thousand students have been serviced by JMG while maintaining an overall ninety percent (90%) rate of graduation, an over ninety percent (90%) retention rate and an eighty percent (80%) total positive outcome rate among students served.

WHEREAS, we applaud Jobs for Mississippi Graduates for comprehensive services that include, but are not limited to: GED, tutoring, adult mentoring, financial literacy education, follow-up services and job search.

THEREFORE, BE IT RESOLVED, that the City Council of Jackson, Mississippi supports and encourages its citizens to spread vital information about Jobs for Mississippi Graduates.

SO RESOLVED, this the 13<sup>th</sup> day of April, 2021.

Agenda Item No. 29  
Agenda Date: April 13, 2021  
BY: STOKES



**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
CALLING FOR A "CEASE FIRE" TO STOP THE KILLING IN THE CITY OF JACKSON**

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

**WHEREAS, the murders, homicides, violent and often deadly family disputes, gang related violence and killings, children dying, and the ever-escalating numbers of persons who are losing their lives on the streets of the City of Jackson on a nearly daily basis must stop; and,**

**WHEREAS, the City of Jackson is filled with loving families, excellent students, first class colleges and universities, upstanding citizens, a strong interfaith community, caring neighbors, bustling business, a dynamic myriad of medical providers and institutions, and governmental bodies reflecting the designation of the City of Jackson as Mississippi's capital city; and,**

**WHEREAS, it is in the best interest of the citizens of the City of Jackson that the Jackson City Council declares to the forces that would seek to steal, kill, and destroy the quality of life of the citizens of the City of Jackson that there is a call for a "cease fire" to stop the killing and mayhem on the streets of the City of Jackson.**

**THEREFORE, IT IS HEREBY RESOLVED, the City Council of Jackson, Mississippi hereby calls for a "cease fire" to stop the killing in the City of Jackson.**

**SO RESOLVED, this the \_\_\_\_\_ day of April, 2021.**

Agenda Item #

30

Agenda Date: April 13, 2021

BY: STOKES



**ORDER REVISING THE BUDGET FOR FISCAL YEAR 2020-2021 FOR THE JACKSON CITY COUNCIL.**

**WHEREAS**, certain unanticipated needs have arisen since the adoption of the Fiscal Year 2020-2021 budget; and

**WHEREAS**, the Fiscal Year 2020-2021 budget needs to be revised to provide funding for these needs; and

**WHEREAS**, the following line items are being revised and increased by the following amounts to provide funds for travel expenses.

402006473 - \$9,800  
416006473 - \$24,350

**IT IS, THEREFORE, ORDERED** that the Fiscal Year 2020-2021 budget be revised in the amount of \$34,150.00, as follows to provide funds for travel expenses.

From Account #	To Account #	Amount
0015899	402006473	\$9,800
0015899	416006473	\$24,350

Agenda Item No. **31**  
Agenda Date April 13, 2021  
(JACKSON CITY COUNCIL)

