

# REGULAR MEETING OF THE CITY COUNCIL CITY OF JACKSON, MISSISSIPPI July 6, 2021 AGENDA 10:00 AM

# CALL TO ORDER BY THE PRESIDENT

**INVOCATION** 

1. **PASTOR RYAN STREET – HOLY TRINITY ANGLICAN CHURCH** 

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

**INTRODUCTIONS** 

**PUBLIC COMMENTS** 

## CONSENT AGENDA

- 2. NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."
- 3. RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON MARCH 27, 2018, MARCH 19, 2019, MAY 14, 2019, AUGUST 6, 2019, AUGUST 20, 2019, FEBRUARY 4, 2020, MARCH 3, 2020 AND MARCH 31, 2020 IN THE FOLLOWING CASES:

2017-2174	2019-1022	2019-1263	2020-1060
2018-1193	2019-1198	2019-1548	2020-1101

4. RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON SEPTEMBER 17, 2019 AND NOVEMBER 26, 2019 IN THE FOLLOWING CASES: 2019-1321 AND 2019-1482.

## **INTRODUCTION OF ORDINANCES**

5. ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING W OAKLEY STREET FROM N MILL STREET TO N FARISH STREET TO DORCUS RUTH CURRY THIGPEN DRIVE. (BANKS)

6. ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI ESTABLISHING COMPENSATION FOR MUNICIPAL ELECTION COMMISSIONERS, POLL MANAGERS, RESOLUTION BOARD AND BOX HELPERS. (A. HARRIS, LUMUMBA)

# REGULAR AGENDA

- 7. ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI PROVIDING FOR THE ELECTION OF COUNCIL PRESIDENT AND VICE PRESIDENT. (JACKSON CITY COUNCIL)
- 8. CLAIMS (HORTON, LUMUMBA)
- 9. **PAYROLL (HORTON, LUMUMBA)**
- 10. ORDER APPROVING THE MOTOR VEHICLE AD VALOREM TAX ASSESSMENT SCHEDULE FOR THE CITY OF JACKSON AND THE JACKSON MUNICIPAL SEPARATE SCHOOL DISTRICT FOR THE YEAR 2021-2022, AS CONSIDERED, EXAMINED, CORRECTED AND EQUALIZED, SUBJECT TO THE RIGHT OF TAXPAYERS TO BE HEARD ON ALL OBJECTIONS MADE BY THEM IN WRITING AT A MEETING OF THE COUNCIL COMMENCING JULY 20, 2021 AND SUBJECT TO CHANGES AND CORRECTIONS BY THE COUNCIL AS AUTHORIZED BY LAW. (HORTON, LUMUMBA)
- 11. ORDER AUTHORIZING MAYOR TO EXECUTE AN AGREEMENT WITH COLDESI, INC. FOR THE SHIPPING AND REPAIR OF THE DTG M2-DIRECT TO GARMENT PRINTER BEING USED BY THE DIVISION OF PUBLICATIONS. (HORTON, LUMUMBA)
- 12. RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE 2021 VOTING DELEGATES FOR THE CITY OF JACKSON. (A. HARRIS, LUMUMBA)
- 13. ORDER INCREASING THE PETTY CASH FUND AND REVISING THE MUNICIPAL BUDGET FOR THE DEPARTMENT OF MUNICIPAL CLERK. (A. HARRIS, LUMUMBA)
- 14. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH FALCON'S TREEHOUSE, LLC TO COMPLETE EXHIBITION DESIGN SERVICES FOR NEW EXHIBITS TO BE FEATURED IN THE PLANETARIUM FOR THE CITY OF JACKSON, MISSISSIPPI. (KIDD, LUMUMBA)
- 15. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH COOKE DOUGLASS FARR LEMONS ARCHITECTS + ENGINEERS PA TO COMPLETE ARCHITECTURAL DESIGN SERVICES FOR RENOVATION AND EXPANSION OF THE PLANETARIUM FOR THE CITY OF JACKSON, MISSISSIPPI. (KIDD, LUMUMBA)
- 16. ORDER AUTHORIZING THE SUBMISSION OF THE TEAMS ENGAGING AFFILIATED MUSEUMS AND INFORMAL INSTITUTIONS (TEAM II) GRANT APPLICATION THROUGH NASA FOR THE RUSSELL C. DAVIS PLANETARIUM. (KIDD, LUMUMBA)

- 17. ORDER AUTHORIZING THE MAYOR TO APPLY TO CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT AREA AGENCY ON AGING FOR GRANTS TO PROVIDE CONGREGATE MEALS, HOME-DELIVERED MEALS, TRANSPORTATION, AND OUTREACH SERVICES TO ELDERLY INDIVIDUALS FOR THE 2021-2022 FISCAL YEAR. (ALL WARDS) (KIDD, LUMUMBA)
- 18. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACTUAL AGREEMENT WITH THE JACKSON MEDICAL MALL FOUNDATION FOR THE 2021-2022 FISCAL YEAR FOR THE SENIOR TRANSPORTATION PROGRAM OF THE CITY OF JACKSON. (ALL WARDS) (KIDD, LUMUMBA)
- 19. ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS WITH TOSHIBA BUSINESS SOLUTIONS TO PROVIDE EQUIPMENT LEASING, SUPPORT AND MAINTENANCE FOR THE TRANSPORTATION SYSTEM (JTRAN). (HILLMAN, LUMUMBA)
- 20. ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM TWO (2) VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS. (HILLMAN, LUMUMBA)
- 21. ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS WITH SCHINDLER ELEVATOR CORPORTATION TO PROVIDE ELEVATOR MAINTENANCE SERVICES AT THE JTRAN ADMINISTRATIVE/MAINTENANCE FACILITY (JAMF) FOR THIRTY-SIX (36) MONTHS COMMENCING JULY 1, 2021. (HILLMAN, LUMUMBA)
- 22. ORDER RATIFYING A CONTRACT WITH FOUR SEASONS ENTERPRISES, LLC FOR DEBRIS REMOVAL NECESSITATED BY THE WIND STORM EVENT ON MAY 4, 2021. (WILLIAMS, LUMUMBA)
- 23. ORDER RATIFYING A CONTRACT WITH PDT LOGISTICS LLC FOR DEBRIS REMOVAL NECESSITATED BY THE WIND STORM EVENT ON MAY 4, 2021. (WILLIAMS, LUMUMBA)
- 24. ORDER RATIFYING PROCUREMENT OF SERVICES FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS. (WILLIAMS, LUMUMBA)
- 25. RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI SUPPORTING THE REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY GRANT (RAISE GRANT) PROJECT FOR THE RECONSTRUCTION OF MEDGAR EVERS BOULEVARD AND AUTHORIZING SUBMISSION OF THE RAISE GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION. (WARD 3) (WILLIAMS, LUMUMBA)
- 26. ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "JEWELL CASTON VS. DAN JONES, III, AND CITY OF JACKSON" IN THE CIRCUIT COURT OF HINDS COUNTY, MS FIRST JUDICIAL DISTRICT; CAUSE NO.: 14-471. (ALLEN, LUMUMBA)
- 27. ORDER REVISING THE BUDGET FOR FISCAL YEAR 2020-2021 FOR THE JACKSON CITY COUNCIL. (JACKSON CITY COUNCIL)

- 28. ORDER APPOINTING VALERIE BROWN AS DEPUTY COUNCIL CLERK. (JACKSON CITY COUNCIL)
- 29. ORDER APPOINTING LYDIA GRIZZELL AS DEPUTY COUNCIL CLERK ON A PART-TIME BASIS. (JACKSON CITY COUNCIL)
- 30. ORDER APPOINTING MARCIA BELL AS DEPUTY COUNCIL CLERK. (JACKSON CITY COUNCIL)
- 31. ORDER APPOINTING JOHN WILLIAMS AS DEPUTY COUNCIL CLERK ON A PART-TIME BASIS. (JACKSON CITY COUNCIL)
- 32. ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI REGULATING THE REMOVAL OF TENNIS SHOES ON OVERHEAD WIRES ACROSS CITY STREETS USED AS SIGNS OF DRUGS AND/ORGANGS. (STOKES)
- 33. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING AN EMERGENCY DEPLOYMENT OF THE NATIONAL GUARD TO ADDRESS THE CRIME EPIDEMIC IN THE CITY OF JACKSON. (STOKES)
- 34. ORDER OF THE CITY COUNCIL OF JACKSON TO MAKE A CONTRIBUTION TO THE MISSISSIPPI BLACK CAUCUS OF LOCAL ELECTED OFFICIALS (MBC-LEO) 2021 SPONSORSHIP BOOKLET. (BANKS)

# **DISCUSSION**

- 35. DISCUSSION: PLANETARIUM (LUMUMBA)
- 36. DISCUSSION: STAFFING AT JPD JAIL (FOOTE)
- 37. **DISCUSSION: TENTS (STOKES)**
- 38. DISCUSSION: PARKS/SWIMMING POOLS- SECURITY (STOKES)

## **PRESENTATION**

## PROCLAMATION

**RESOLUTIONS** 

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

## ANNOUNCEMENTS

# ADJOURNMENT

## **AGENDA ITEMS IN COMMITTEE**

RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON MARCH 27, 2018, MARCH 19, 2019, MAY 14, 2019, AUGUST 6, 2019, AUGUST 20, 2019, FEBRUARY 4, 2020, MARCH 3, 2020 AND MARCH 31, 2020 IN THE FOLLOWING CASES:

2017-2174	2019-1022	2019-1263	2020-1060
2018-1193	2019-1198	2019-1548	2020-1101

WHEREAS, administrative hearings were held on January 23, 2018, June 5, 2018, April 16, 2019, July, 9 2019, July 30, 2019, December 17, 2019, February 11, 2020, and March 10, 2020 pursuant to Section 21-19-11 of the Mississippi Code Annotated to determine whether certain parcels located in the City of Jackson constituted a menace to public health, safety, and welfare; and

WHEREAS, on March 27, 2018, March 19, 2019, May 14, 2019, August 6, 2019, August 20, 2019, February 4, 2020, March 3, 2020, and March 31, 2020, the governing authorities passed resolutions approving recommendations from the administrative hearing officer that certain parcels be deemed a menace to public health, safety, and welfare; and

WHEREAS, property owners and interested parties were afforded the opportunity to be heard and did not appeal the governing authorities' adjudication; and

WHEREAS, contract labor was utilized to clean the parcels and address conditions deemed to be a menace to public health, safety, and welfare when the owners failed to do so; and

WHEREAS, costs were incurred as a result of the employment of the contract labor; and

WHEREAS, penalties have been recommended and should be imposed against those parcel owners who failed to remedy and address violations.

**NOW, BE IT THEREFORE RESOLVED** that the following costs and penalties are assessed in the following cases:

Consent Agenda Item No. 3 Agenda Date: July 6, 2021 (HILLMAN, LUMUMBA)

No,	Assessed Owner 👘 💽	Address/Zip/Ward	Parcel #	Cost 🔛	10% Adm Cost	Penalty Cos	Yotal	Work Completed
2017-2174	Rebuilding Jackson LLC PO Box 1248 Jackson, MS 39215	141 Grandview Cr 39212 7	606-70	\$3,982.00	\$398.20	\$500.00	\$4,880.20	Damolished and removed remains of structure, trasl debris, foundation, steps, driveway and curgrass an weads and any other items to insure property is dea and frae of any and all health hazards.
2019-1199	W S Properties & Investments LLC 137 Green Glades Ridgeland, MS 39157	930 N Congress SI 39209 7	· 39-52	\$12,500.00	\$1,250.00	\$500.00	\$14,250.00	Demolished and removed remains of dilapidated structure, trash, debris, foundation, steps, driveway, tirse, and any other items to insure property is clear and free of any and all health hszards; and cut grass and weeks.
2019-1022         Dominic & Tynes         5839 Deer Trail           3019-1022         5839 Deer Tri         39211           Jackson, MS 39211         1         1		741-225	\$8,981.00	\$898.10	\$500.00	\$10,379.10	Demolished and removed remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; and cut grass and weeks.	
2019-1198	19-1198 Carrie S Benneti: Est 204 Whitfield St 2151 Overbrook Dr 39202 Jackson, MS 39213 7		60-15	\$4,098.00	\$409.80	\$500.00	\$5,007.80	Demolished and removed remains of dilapidated structure, trash, debris, foundation, staps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; and cut grass and weeds.
2019-1263 Haine Place III LLC 144 E Cohee St 2339 University Ave 392202 Oxford, NS 39555 7		39202	72-74	\$4,020.00	\$402.00	\$500.00	\$4,922.00	Demolished and removed remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; and out grass and weeds.
2019-1548	John A Malouf Jr 5487 Ridgewood Rd Jackson, MS 39211	Lot N of 4374 Ridgewood Rd 39211 1	504-414	\$2,916.00	\$231.60	\$500.00	\$3,047.60	Cut grass, weeds, bushes, sapilngs, fance line, shrubbery; removed trash and debris; tires, wooden boards, old furniture, building material, tree parts, crates; and cleaned curbside.
2020-1060	Thach Devis 61 King St Apt 21 Worchester MA 01510	2602 Teresa Dr 39212 6	616-120	\$6,501.80	\$650.18	\$1,500.00	\$8,651.98	Demolished and removed remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; and out grass and weeds.
2020-1101	Jerney A Ward 227 Lake Village Dr Madison, MS 39110	Lot W of 510 Lawrene Rd 39206 3	517- <del>9</del> 6	\$1,285.20	\$128.52	\$500.00	\$1,913.72	Cut grass, weeds, bushes, seplings; removed trash and debris, wooden boards, building materials, tree parts, old furniture_crates; end cleaned curbside.
		and the second sec				GRAND TOTAL	\$53,092,40	

IT IS FURTHER RESOLVED that pursuant to Section 21-19-11 of Mississippi Code, as amended, that the costs and penalties assessed in this Resolution shall become liens against the parcels stated and shall be included with municipal ad valorem taxes and the payment shall be enforced in the same manner as municipal ad valorem taxes; and all statutes related to the collection of other taxes in the City of Jackson shall apply to the enforcement and collection of the costs and penalties levied by this Resolution.

IT IS FURTHER RESOLVED that the liens stated may be enrolled in the office of the Circuit Clerk of Hinds County as other judgments are enrolled consistent with the provisions of Section 21-19-11 (3) (a) of the Mississippi Code.

IT IS FURTHER RESOLVED that the tax collector shall sell the parcels to satisfy the liens in a manner consistent with the sale of land for delinquent taxes and in accordance with the provisions of Section 21-19-11 (3) (a) of the Mississippi Code as amended.

IT IS FINALLY RESOLVED that the Mayor and Municipal Clerk are authorized to perform any and all acts necessary to ensure that provisions of this Resolution are implemented.

ITEM NO. DATE: July 6, 2021 BY: (HILLMAN, LUMUMBA)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

# 07/06/2021 DATE

	POINTS	COMMENTS
1.	Brief Description/Purpose	This is the Community Improvement regular agenda for the City Council authority to adjudicate costs associated with the cleaning of private properties.
2.	Public Policy Initiative         1. Youth & Education         2. Crime Prevention         3. Changes in City Government         4. Neighborhood Enhancement         5. Economic Development         6. Infrastructure and Transportation         7. Quality of Life	<ol> <li>Neighborhood Enhancement</li> <li>Crime Prevention</li> <li>Quality of Life</li> </ol>
3.	Who will be affected	All City of Jackson residents
4.	Benefits	The adjudication of costs and penalties resulting from the cleaning of private properties listed on the agenda will result in recoupment of monies spent by the City of Jackson.
5.	Schedule (beginning date)	Following scheduled City Council date
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	Citywide
7.	Action implemented by:         • City Department         • Consultant	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	COST	\$0
9.	Source of Funding  General Fund Grant Bond Other	N/A
10.	EBO participation	ABE       %       WAIVER       yes       no       N/A         AABE       %       WAIVER       yes       no       N/A         WBE       %       WAIVER       yes       no       N/A         HBE       %       WAIVER       yes       no       N/A         NABE       %       WAIVER       yes       no       N/A



# Memo

To:	Chokwe Lumumba, Mayor
From:	Jordan Rae Hillman, Director
	Department of Planning and Development
Date:	6/17/2021
Re:	Agenda item

The attached agenda item is a Resolution adjudicating actual costs and penalties to be assessed against parcels cleaned pursuant to section 21-19-11 of the Mississippi Code and further declaring the assessments as liens against the parcels to be collected as clean-up assessments by the Hinds County Tax Collector's office. Therefore, we request that you authorize adjudicating the attached parcels.

Your consideration in this matter is appreciated.

**Office of the City Attorney** 

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

# **OFFICE OF THE CITY ATTORNEY**

This RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON MARCH 27, 2018, MARCH 19, 2019, MAY 14, 2019, AUGUST 6, 2019, AUGUST 20, 2019, FEBRUARY 4, 2020, MARCH 3, 2020 AND MARCH 31, 2020 IN THE FOLLOWING CASES:

2017-21742019-10222019-12632020-10602018-11932019-11982019-15482020-1101

is legally sufficient for placement in NOVUS Agenda.

Monica D. Allen, City Attorney Chandra Gayten, Deputy City Attorney \_\_\_\_\_\_C\_\_\_

2021

## RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON SEPTEMBER 17, 2019 AND NOVEMBER 26, 2019 IN THE FOLLOWING CASES: 2019-1321 AND 2019-1482

WHEREAS, administrative hearings were held on August 27, 2019 and November 5, 2019 pursuant to Section 21-19-11 of the Mississippi Code Annotated to determine whether certain parcels located in the City of Jackson constituted a menace to public health, safety, and welfare; and

WHEREAS, on September 17, 2019 and November 26, 2019, the governing authorities for the City of Jackson passed resolutions approving recommendations from the administrative hearing officer that certain parcels be deemed a menace to public health, safety, and welfare; and

WHEREAS, property owners and interested parties were afforded the opportunity to be heard and did not appeal the governing authorities' adjudication; and

WHEREAS, contract labor was utilized to clean the parcels and address conditions deemed to be a menace to public health, safety, and welfare when the owners failed to do so; and

WHEREAS, costs were incurred as a result of the employment of the contract labor; and

WHEREAS, penalties have been recommended and should be imposed against those parcel owners who failed to remedy and address violations.

NOW, BE IT THEREFORE RESOLVED that the following costs and penalties are assessed in the following cases:

ne No.	Assessed Owner	ADIUDICATING COSTS AN	Parcel #	Cost 1	10% Adm. Cost	Penalty Cost	Total 📑	Work Completed
2019-1321	Kingdom Management Group LLC 900 Municipal Dr Brandon, M5 39042	2267 Forest Gien Dr 39213 2	721-834	\$450.00	\$45.00	\$500.00	\$995.00	Cut grass, weeds, shrubbery, fonce line, bushes, saplings; removed trash, debris, tree limbs & parts, tires; and cleaned curbside.
2019-1482	Brenda L Butler 245 Meadowview St Jackson, MS 39209	245 Meadowview St 39209 4	640-339	\$1,490.00	\$149.00	\$500.00	\$2,139.00	Boarded and secured house and storage building; out grass, weeds, shrubbery, fence line, bushes, saplings removed trash, debris, tree limbs & parts, tires; and cleaned curbside.
				12-14 C		GRAND TOTAL	\$3.134.00	

IT IS FURTHER RESOLVED that pursuant to Section 21-19-11 of Mississippi Code, as amended, that the costs and penalties assessed in this Resolution shall become liens against the parcels stated and shall be included with municipal ad valorem taxes and the payment shall be enforced in the same manner as municipal ad valorem taxes; and all statutes related to the collection of other taxes in the City of Jackson shall apply to the enforcement and collection of the costs and penalties levied by this Resolution.

IT IS FURTHER RESOLVED that the liens stated may be enrolled in the office of the Circuit Clerk of Hinds County as other judgments are enrolled consistent with the provisions of Section 21-19-11 (3) (a) of the Mississippi Code.

Consent Agenda Item No. 4 Agenda Date: July 6, 2021 (HILLMAN, LUMUMBA) IT IS FURTHER RESOLVED that the tax collector shall sell the parcels to satisfy the liens in a manner consistent with the sale of land for delinquent taxes and in accordance with the provisions of Section 21-19-11 (3) (a) of the Mississippi Code as amended.

IT IS FINALLY RESOLVED that the Mayor and Municipal Clerk are authorized to perform any and all acts necessary to ensure that provisions of this Resolution are implemented.

ITEM NO. DATE: July 6, 2021 BY: (HILLMAN, LUMUMBA)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

# 07/06/2021 DATE

	POINTS	COMMENTS
1.	<b>Brief Description/Purpose</b>	This is the Community Improvement regular agenda for the City Council authority to adjudicate costs associated with the cleaning of private properties.
2.	Public Policy Initiative         1. Youth & Education         2. Crime Prevention         3. Changes in City Government         4. Neighborhood Enhancement         5. Economic Development         6. Infrastructure and Transportation         7. Quality of Life	<ol> <li>Neighborhood Enhancement</li> <li>Crime Prevention</li> <li>Quality of Life</li> </ol>
3.	Who will be affected	All City of Jackson residents
4.	Benefits	The adjudication of costs and penalties resulting from the cleaning of private properties listed on the agenda will result in recoupment of monies spent by the City of Jackson.
5.	Schedule (beginning date)	Following scheduled City Council date
б.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	Citywide
7.	Action implemented by:         • City Department         • Consultant	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	COST	\$0
9.	Source of Funding         • General Fund         • Grant         • Bond         • Other	N/A
10.	EBO participation	ABE       %       WAIVER       yes       no       N/A         AABE       %       WAIVER       yes       no       N/A         WBE       %       WAIVER       yes       no       N/A         HBE       %       WAIVER       yes       no       N/A         NABE       %       WAIVER       yes       no       N/A



# Memo

To:	Chokwe Lumumba, Mayor
From:	Jordan Rae Hillman, Director
	Department of Planning and Development
Date:	6/17/2021
Re:	Agenda Item

The attached agenda item is a Resolution adjudicating actual costs and penalties to be assessed against parcels cleaned pursuant to section 21-19-11 of the Mississippi Code and further declaring the assessments as liens against the parcels to be collected as clean-up assessments by the Hinds County Tax Collector's office. Therefore, we request that you authorize adjudicating the attached parcels.

Your consideration in this matter is appreciated.

**Office of the City Attorney** 

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# **OFFICE OF THE CITY ATTORNEY**

This RESOLUTIOIN ADJUDICATING COSTS AND PENALTIES FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON SEPTEMEBER 17, 2019 AND NOVEMBER 26, 2019 IN THE FOLLOWING CASES: 2019-1321 AND 2019-1482 is legally sufficient for placement in NOVUS Agenda.

2021

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### ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING W OAKLEY STREET FROM N MILL STREET TO N FARISH STREET TO DORCUS RUTH CURRY THIGPEN DRIVE

WHEREAS, Mrs. Dorcus "Ruth" Curry Thigpen was born May 4, 1956. She began choir directing at a very young age at Oakley Street Church, pastored by her Father, D.R. Curry, Sr. Oakley Street Church later became Liberal Trinity Church Of God In Christ, where her brother, D.R. Curry, Jr., would become leader of the church following the death of their father. Under the leadership of her brother, the D.R. Curry Memorial Choir was founded; and

WHEREAS, in 1982 the D.R. Curry Memorial Choir recorded Lift Jesus Up with Malaco Records. It was this album that elevated Dorcus Thigpen's gifts of directing, singing, and songwriting to a national platform. She led and co- wrote "Put Your Trust in Jesus."; and

WHEREAS, in 1988 David R Curry and Frank D. Williams founded the Grammynominated Mississippi Mass Choir, where again Dorcus Thigpen's talents made her the obvious choice as director. She has spent more than three decades serving in this capacity, which earned her 2 Grammy nominations and countless trips all over the world to include Japan, Germany, Spain, and South Africa. Since its founding, the Mississippi Mass Choir has grown to more than 200 members, released 10 albums; and

WHEREAS, Dorcus Thigpen also has a unique gift with children. That gift led her to assist with forming the Mississippi Children's Choir. She directed and wrote songs for this choir for several years while mentoring children into some of the greatest singers and songwriters in the country; and

WHEREAS, Mrs. Thigpen remains faithful to the call over her life to honor the Most High through song. She shares her love for music and performing with her 5 sons and 10 grandchildren; and

**NOW, THEREFORE, BE IT ORDAINED**, that the Jackson City Council hereby honorary renames W Oakley Street from N Mill Street to N Farish Street in honor of Dorcus Ruth Curry Thigpen Drive.

**SO ORDAINED**, this the 6<sup>th</sup> day of July, 2021.

Agenda Item No. \_\_\_\_ Date: July 6, 2021 By: BANKS

# ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI ESTABLISHING COMPENSATION FOR MUNICIPAL ELECTION COMMISSIONERS, POLL MANAGERS, RESOLUTION BOARD AND BOX HELPERS.

WHEREAS, municipal election commissioners are responsible for conducting general and special municipal elections; and

WHEREAS, Sections 23-15-153 of the Mississippi Code (1972) sets forth the compensation for duly appointed county election commissioners and does not provide for the compensation of duly appointed municipal election commissioners; and

WHEREAS, the Mississippi Attorney General opined that as there is no state statute setting the compensation of municipal election commissioners, municipal governing authorities may set the compensation of municipal election commissioners for the same or similar rate and parameters established by Section 23-15-153 of the Mississippi Code (1972) for county commissioners; and

WHEREAS, Sections 23-15-227 and 23-15-229 of the Mississippi Code (1972) provide for the compensation of certain duly appointed poll managers and other workers for the performance of duly authorized activities during an election; and

WHEREAS, pursuant to Section 23-15-229 of the Mississippi Code (1972) the compensation for poll managers and other workers in the polling places of a municipality shall be the same as the compensation paid by the county for said services without any requirement to pay any additional compensation authorized by board of supervisors; and

WHEREAS, pursuant to Section 23-15-227 of the Mississippi Code (1972) poll managers are paid a minimum seventy-five dollars (\$75.00) per election; and

WHEREAS, however, under Section 23-15-229 of the Mississippi Code (1972) that municipal governing authorities may, in their discretion, pay said poll managers and other workers an additional amount of compensation not to exceed Fifty Dollars (\$50.00) per election.

WHEREAS, poll managers duly designated to be the receiving and returning manager are entitled to an additional ten dollars (\$10.00) for carrying the boxes to the polling place and another ten dollars (\$10.00) for returning the boxes; and

WHEREAS, the resolution board is comprised of an odd number of not less than three qualified voters appointed by municipal election commissioners to review all rejected, damaged, defective, blank or overvoted ballots in accordance with Section 23-15-523 of the Mississippi Code (1972); and

WHEREAS, box helpers are utilized to assist with loading and uploading ballot boxes and supplies immediately before and after an election; and

WHEREAS, it is the recommendation of the Municipal Clerk that compensation be made for election commissioners, poll managers, resolution board members and box helpers as follows:

> Introduction of Ordinance Agenda Item No. 6 Agenda Date: July 6, 2021 (A.HARRIS, LUMUMBA)

**SECTION 1.** Municipal Election Commissioners shall be compensated in the amount of eighty-four (\$84.00) for every day or period of no less than five (5) hours accumulated over two or more days actually employed in the performance of their duties in the conduct of an election, for not more than one hundred seventy-five (175) days per year, with no more than sixty-five (65) additional days allowed for the conduct of each election in excess of one (1) occurring in any calendar year. Election Commissioners will receive a per diem in the amount of two hundred dollars (\$200.00) on election day. Election Commissioners shall sign personally a certification setting forth the number of hours actually worked in the performance of the Commissioner's official duties and for which the Commissioner seeks compensation. The certification must be on the form prescribed in Section 23-15-153 of the Mississippi Code (1972). The Commissioner's signature is, as a matter of law, made under the commissioner's oath of office and under penalties of perjury.

**SECTION 2.** Poll Managers shall be compensated in the amount of one hundred and twenty-five dollars (\$125.00) per election. Poll Managers designated as Receiving and Returning Managers shall be compensated an additional ten (\$10.00) for taking boxes to the polling place and another ten (\$10.00) for returning the boxes after the election. Poll Managers shall sign personally a certification setting forth the number of hours actually worked in the performance of the Poll Manager's official duties and for which the Poll Manager seeks compensation. The Poll Manager's signature is, as a matter of law, made under the Poll Manager's oath of office and under penalties of perjury.

**SECTION 3.** Resolution Board members shall be compensated in the amount of one hundred and fifty dollars (\$150.00) for the performance of any duties prescribed in Section 23-15-523 of the Mississippi Code (1972) on election day. However, that shall be one hundred dollars (\$100) for the performance of any duties prescribed in Section 23-15-523 of the Mississippi Code (1972) after election day. Resolution Board members shall sign personally a certification setting forth the number of hours actually worked in the performance of the Resolution Board member's official duties and for which the Resolution Board member seeks compensation. The Resolution Board member's signature is, as a matter of law, made under the Resolution Board member's oath of office and under penalties of perjury.

**SECTION 4.** Box Helpers shall be compensated in the amount of fifteen dollars (\$15.00) an hour not to exceed five (5) hours per day immediately before and after an election. Box helpers shall sign personally a certification setting forth the number of hours actually worked in providing assistance with loading and uploading ballot boxes and supplies immediately before and after an election and for which the Box Helper seeks compensation. The Box Helper's signature is, as a matter of law, made under the Box Helper's oath of office and under penalties of perjury.

**THEREFORE, BE IT ORDAINED** that this ordinance will be effective thirty (30 days) after passage and publication.

(A. Harris, Lumumba)



# MEMORANDUM

Department of Municipal Clerk (601) 960-1033

TO: Honorable Chokwe Antar Lumumba, Mayor All Jackson City Council Members

FROM: Angela Harris, Municipal Clerk

**DATE:** June 16, 2021

# RE: Ordinance Establishing Compensation for Election Commissioners, etc.

The City of Jackson has not had an adopted ordinance to outline compensation for appointed Election Commissioners, Poll Managers, Box Helpers and Resolution Board Members. The Mississippi Code Annotated of 1972 §23-15-153(2) outlines specific compensation for election commissioners and §23-15-227 outlines specific compensation for poll managers.

The city has historically enlisted the services of box helpers to assist in election preparation before and after an election. In 2020, the Secretary of State under its administrative rules, assigned new responsibilities for a Resolution Board. The Resolution Board is now responsible for processing all absentee ballots for each election. Therefore, the Municipal Clerk deems it necessary to have an ordinance that outlines compensation for all parties performing duties associated with any municipal election.

Please feel free to contact me at (601) 960-1137, should you have any further questions.

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

# **OFFICE OF THE CITY ATTORNEY**

This ORDIANANCE OF THE CITY OF JACKSON, MISSISSIPPI ESTABLISHING COMPENSATION FOR MUNICIPAL ELECTION COMMIONERS, POLL MANAGERS, RESOLUTION BOARD AND BOX HELPERS is legally sufficient for placement in NOVUS Agenda.

Monica D. Allen, City Attorney Kristen Love, Deputy City Attorney

# ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI PROVIDING FOR THE ELECTION OF COUNCIL PRESIDENT AND VICE PRESIDENT. (JACKSON CITY COUNCIL)

WHEREAS, pursuant to Section 21-8-11 of the Mississippi Code of 1972, as amended, and Section 2-37 of the Jackson Code of Ordinances, the president and vice president of the Council serve at the will and pleasure of the City Council; and

WHEREAS, the City Council has determined that a new election should be held at this time.

IT IS, THEREFORE, ORDERED that the City Council by majority vote hereby elects to serve as President of the City Council and \_\_\_\_\_\_\_ to serve as Vice President of the City Council.

Agenda Item No. 7 Agenda Date: July 6, 2021 (JACKSON CITY COUNCIL)

ORDER APPROVING THE MOTOR VEHICLE AD VALOREM TAX ASSESSMENT SCHEDULE FOR THE CITY OF JACKSON AND THE JACKSON MUNICIPAL SEPARATE SCHOOL DISTRICT FOR THE YEAR 2021-2022, AS CONSIDERED, EXAMINED, CORRECTED AND EQUALIZED, SUBJECT TO THE RIGHT OF TAXPAYERS TO BE HEARD ON ALL OBJECTIONS MADE BY THEM IN WRITING AT A MEETING OF THE COUNCIL COMMENCING JULY 20, 2021 AND SUBJECT TO CHANGES AND CORRECTIONS BY THE COUNCIL AS AUTHORIZED BY LAW.

WHEREAS, the Council of the City of Jackson, Mississippi, having heretofore received the motor vehicle ad valorem tax assessment schedule prepared and adopted by the Department of Revenue, and the Council having examined and considered the said motor vehicle ad valorem tax assessment schedule and from said examination and other evidence before it finds that the valuations set forth therein have been equalized in general throughout the City and School District, and fully comply with statutes governing the preparation of the same, and that the said schedule should now be approved, subject to the right of property owners to protest and object.

IT IS, THEREFORE, ORDERED that the Motor Vehicle Ad Valorem Tax Assessment Schedule be and the same is hereby approved, subject to the rights of citizens and property owners to object and protest thereto, and that the Municipal Clerk be and she is hereby authorized and directed to give notice thereof by publication in the Mississippi Link, a newspaper of general circulation in the City of Jackson, Mississippi, one time on July 15, 2021, the publication of which shall be made no more than fifteen (15) days prior to the regular meeting of the Council to be held on July 20, 2021, notifying the public and taxpayers of the City of Jackson and of the Jackson Municipal Separate School District that the said motor vehicle ad valorem tax assessment schedule for the year 2021-2022, and the valuation therein set forth has been considered and approved by the Council, and is now ready for inspection and examination by the public, and that any objection to the valuation set forth and contained in said assessment schedule must be filed in writing with the Municipal Clerk at City Hall located at 219 S. President Street in Jackson, Mississippi, on or before 6:00 p.m. on July 20, 2021 at which time the Council will convene in regular session and commence hearing and considering objections, if any, to the said schedule and the valuation contained therein, and will continue hearing from day to day thereafter until all taxpayers and parties in interest who have filed written objections to any of the said valuations contained in said schedule have been heard and such objections have been disposed of in the manner approved by law.

> Agenda Item No. 10 Agenda Date: July 6, 2021 (HORTON, LUMUMBA)

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: June 15, 2021

	POINTS	COMMENTS
1.	Brief Description/Purpose	2021-2022 MOTOR VEHICLE ASSESSMENT SCHEDULE
2.	Public Policy Initiative         1. Youth & Education         2. Crime Prevention         3. Changes in City         Government         4. Neighborhood         Enhancement         5. Economic Development         6. Infrastructure and         Transportation         7. Quality of Life	CHANGES IN CITY GOVERNMENT
3.	Who will be affected	ALL TAXPAYERS IN THE CITY OF JACKSON, MISSISSIPPI AND THE PUBLIC SCHOOL DISTRICT
4.	Benefits	PROVIDE FOR COLLECTION OF MOTOR VEHICLE AD VALOREM TAXES
5.	Schedule (beginning date)	UPON APPROVAL BY CITY COUNCIL
6.	<ul> <li>Location:</li> <li>WARD</li> <li>CITYWIDE (yes or no) (area)</li> <li>Project limits if applicable</li> </ul>	CITYWIDE
7.	Action implemented by: City Department Consultant	DEPARTMENT OF ADMINISTRATION
8.	COST	N/A
9.	Source of Funding     • General Fund     • Grant     • Bond     • Other	N/A
10.	EBO participation	ABE       %       WAIVER       yes       no       N/A       x_         AABE       %       WAIVER       yes       no       N/A       x_         WBE       %       WAIVER       yes       no       N/A       x_         HBE       %       WAIVER       yes       no       N/A       x_         HBE       %       WAIVER       yes       no       N/A       x_         NABE       %       WAIVER       yes       no       N/A       x_



# **MEMORANDUM**

TO: Mayor Chokwe A. Lumumba

**FROM:** LaaWanda Jones Horton, Director Department of Administration



**DATE:** June 15, 2021

**RE:** 2021-2022 Motor Vehicle Assessment

The Department of Revenue prepared the Motor Vehicle Assessment Schedule for 2021-2022. The City will adopt the schedule as prepared by the Department of Revenue. Taxpayers can object to the Motor Vehicle Assessment Schedule, in writing with the Municipal Clerk, on or before the Council meeting to be held on July 20, 2021. If no protests are received, the Council may then approve the 2021-2022 Motor Vehicle Schedule as prepared by the Department of Revenue.

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 THE MOTOR VEHICLE AD VALOREM TAX ASSESSMENT SCHEDULE FOR THE CITY OF JACKSON AND THE JACKSON MUNICIPAL SEPARATE SCHOOL DISTRICT FOR THE YEAR 2021-2022, AS CONSIDERED, EXAMINED, CORRECTED AND EQUALIZED, SUBJECT TO THE RIGHT OF TAXPAYERS TO BE HEARD ON ALL OBJECTIONS MADE BY THEM IN WRITING AT A MEETING OF THE COUNCIL COMMENCING JULY 20, 2021 AND SUBJECT TO CHANGES AND CORRECTIONS BY THE COUNCIL AS AUTHORIZED BY LAW is legally sufficient for placement in NOVUS Agenda.

Monica D. Allen, City Attorney

(24/200)

# UNIFORM ASSESSMENT SCHEDULE

# For

# SPECIAL EQUIPMENT, SEMI-TRAILERS, CONCESSION TRAILERS, UTILITY TRAILERS, BOAT TRAILERS, HORSE AND STOCK TRAILERS

# **FISCAL YEAR**

# 2021-2022

AUGUST 1, 2021 THROUGH JULY 31, 2022

Adopted by DEPARTMENT OF REVENUE Jackson, Mississippi

# **INDEX**

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# **SEMI-TRAILERS**

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UTILITY TRAILERS	20-34
BOAT TRAILERS	35-37
HORSE AND STOCK TRAILERS	38-64
MOPEDS, MINI CARS/TRUCKS AND GOLF CARTS	65-66

### ORDER ADOPTING ASSESSMENT SCHEDULE FOR MOTOR VEHICLE AD VALOREM TAXES FOR THE FISCAL YEAR 2021-2022

WHEREAS, Section 27-51-15, Miss. Code Ann., provides that motor vehicles shall be assessed uniformly according to value and such assessed value shall be determined by an assessment schedule which shall be prepared and made of record by the Department of Revenue and shall be certified to the president of the board of supervisors of the various counties of the state, and to the mayor or the presiding officer of the municipal boards of the various municipalities, and municipal separate school districts of the state as the official motor vehicle assessment schedule which shall be used by the proper officials of both respective jurisdictions in assessing motor vehicle ad valorem taxes for the ensuing fiscal year; and,

WHEREAS, Section 27-51-19, Miss. Code Ann., provides that the Department of Revenue shall on or before the fifteenth day of June of each year, prepare and adopt an assessment schedule of motor vehicles, as defined in Section 27-51-5, Miss. Code Ann., which such assessment schedule, in its judgment, will tend to equalize the assessed value of property of this class with property of other classes in general, and which schedule, except as otherwise provided in Title 27, Chapter 51, Miss. Code Ann., as amended, shall be used by the tax collector of each county and each municipality and municipal separate school district, in assessing, calculating and collecting ad valorem taxes in each respective jurisdiction on all motor vehicles for such tax; and,

WHEREAS, said schedule, for the Fiscal Year 2021-2022 has been prepared in the manner and way required by law, and the assessment schedule for automobiles and most motorcycles is located in the computer network as part of the VIN/VIS System, with a copy of the schedule for special equipment, trailers, ambulances, and hearses (including motorcycles not included in the VIN/VIS system) attached hereto, and the Department of Revenue, being of the opinion that said schedule complies in all respects with the provisions of the aforesaid statute and amendments and should be adopted:

IT IS, THEREFORE, HEREBY ORDERED AND ADJUDGED that, the schedule for the Fiscal Year 2021-2022, for the assessment of ad valorem taxes for motor vehicles, as provided for by Title 27, Chapter 51, Miss. Code Ann., as amended, be and the same is hereby adopted for the purposes set forth in the aforesaid act and its amendments.

ORDERED AND ADJUDGED on this, the 38th day of May 2031.

DEPARTMENT OF REVENUE, Chris Graham, Commissioner

By Jusa Chism

Director, Office of Property Tax

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### DEPARTMENT OF REVENUE PROPERTY ASSESSMENT BUREAU

### RULE 9. MOTOR VEHICLE ASSESSMENTS

Pursuant to Miss. Code Ann. Section 27-51-19, the Department of Revenue is required to annually prepare and adopt an assessment schedule for motor vehicles. In preparing this schedule, the Commission shall use a computer system package of assessments identified by the VIN ("vehicle identification number"). If the VIN does not produce an assessed value or if the computer system is not in operation, the local tax collector shall use the MSRP ("manufactured suggested retail price") with applicable depreciation percentage for the year in which the vehicle was manufactured.

The local tax collector shall be responsible for obtaining a source of MSRP(s) except for new vehicles. The taxpayer shall be responsible for supplying the MSRP for a new vehicle, by submitting a copy of the window sticker with the MSRP, to the tax collector at the time the tag is purchased.

The Department of Revenue will annually furnish to each tax collector an assessment schedule for trailers, motorcycles, special equipment, etc. to be used in the assessment of this type of property. This schedule will be furnished in hard copy or the Department of Revenue may use a computer system package of assessments identified by the VIN ("vehicle identification number"). If the VIN does not produce an assessed value or if the computer system is not in operation, the local tax collector shall use the MSRP ("manufactured suggested retail price") with applicable depreciation percentage for the year in which the vehicle was manufactured. For any model not listed, assess at 30% of current value if known, or use the "cost when new" multiplied by the percentages listed in the schedule for the years listed.

# **AUTOMOBILES & LIGHT TRUCKS**

# ASSESSMENT PERCENTAGES AND EXPLANATION

2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
										& older
27%	23%	19%	15%	12%	9%	7%	5%	4%	3%	\$100

The motor vehicle assessment adopted by the Department of Revenue, is the computer system package of assessments identified by the VIN (vehicle identification number). If the VIN does not produce an assessed value, the MSRP (manufacturer's suggested retail price) is entered in the system and is multiplied by the applicable percentage for the year in which the vehicle was manufactured.

The above percentages are used to calculate the assessed value for automobiles and light trucks.

These percentages represent the assessment ratio of 30% less applicable depreciation. The appropriate percentage is multiplied by the MSRP of the vehicle being tagged to arrive at the assessed value. For 2012 and older models the assessed value is \$100.

The Mississippi Constitution mandates that motor vehicles be assessed at 30% of true value. The Commission estimates that the true value of a new vehicle is approximately 90% of the MSRP. The 30% assessment ratio multiplied by 90% produces an effective percentage of 27% that would be multiplied by the MSRP of new vehicles to arrive at assessed value.

The Road and Privilege Tax on all passenger vehicles is \$15.00. See Sections 27-19-5 and 27-19-9, Miss. Code Ann., for the privilege tax on motorcycles, ambulances, hearses, school and church buses, and taxicabs.

# AMBULANCES & HEARSES

# **ASSESSMENT PERCENTAGES**

2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
										& older
27%	23%	19%	15%	12%	9%	7%	5%	4%	3%	\$100

# MOTORCYCLES

# **ASSESSMENT PERCENTAGES**

2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
										& older
27%	23%	17%	12%	9%	7%	6%	5%	4%	3%	2%

When assessing motorcycles enter the appropriate value and the assessment will be calculated by the percentage listed in the table. For any model not listed, use the "cost when new" multiplied by the percentages for the years listed.

# **SPECIAL EQUIPMENT & TRAILERS**

# ASSESSMENT PERCENTAGES

2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
										& older
30%	23%	17%	12%	9%	7%	6%	5%	4%	3%	2%

When assessing special equipment or trailers enter the appropriate value and the assessment will be calculated by the percentage listed in the table. For any model not listed, assess at 30% of current value if known or use the "cost when new" multiplied by the percentages for the years listed.

SEMI-TRAILERS VAN TYPE

VALUES

DRY FREIGHT	Aluminum, Plywood Walls,
ALL PURPOSE	Wood Floor

40' - 43'	\$ 27,455
45'	\$ 32,602
48'	\$ 34,353
53'	\$ 36,104



SEMI-TRAILERS	SIDE CURTAIN	VAL	JES
DRY FREIGHT	Steel and Aluminum		
	45'	\$	37,000
	48'	\$	40,000
	53'	\$	42,000



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SEMI-TRAILERS	REFRIGERATED	VAL	UES

REFRIGERATED	Aluminum, Insulated,
aka REEFER	Extruded Aluminum Floor

40' - 43'	\$ 59,810
45'	\$ 64,188
48'	\$ 67,981
53'	\$ 69,945



**SEMI-TRAILERS** 

# **DROP DECK VAN**

# VALUES

Aluminum, Plywood Walls, Hardwood Floor

40' - 43'	\$ 49,960
45'	\$ 51,383
48'	\$ 52 <i>,</i> 805
53'	\$ 54,227



SEMI-TRAILERS	FLATBED TYPE	VALUES	
FLATBED	Steel, Wood Floor		
	40'	\$	34,229
	45'	\$	35,588
	48'	\$	36,776
	53'	\$	41,106



# SEMI-TRAILERS FLATBED TYPE

# VALUES

# FLATBED

# Aluminum

40'	\$ 40,065
45'	\$ 41,424
48'	\$ 42,612
53'	\$ 46,942



SEMI-TRAILERS	FLATBED TYPE	VALUES
	Steel, Wood Floor	
DROP DECK FLAT		

40' - 43'	\$ 43,348
45'	\$ 44,771
48'	\$ 46,193
53'	\$ 47,615



# SEMI-TRAILERS FLATBED TYPE

VALUES

# DROP DECK FLAT Aluminum

40' - 43'	\$ 49,960
45'	\$ 51,383
48'	\$ 52,805
53'	\$ 54,227



SEMI-TRAILERS LOWBOY VA	
LOWBOY Fixed Gooseneck	
25 Ton \$	56,911
35 Ton \$	60,459
50 Ton \$	65,067
60 Ton\$	68,568



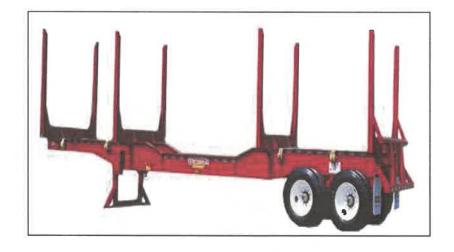
SEMI-TRAILERS	LOWBOY	VALUES	
LOWBOY	Detachable Gooseneck		
	25 Ton	\$	63,937
	35 Ton	\$	67,485

50 Ton	- \$	72,093
60 Ton	- \$	75 <i>,</i> 594



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SEMI-TRAILERS	LOG TRAILER	VALUES	
LOG TRAILER	4 Bolster	\$	20,000
	Home Made	\$	10,000



SEMI-TRAILERS	FEED TRAILER	VALUES	
FEED	Aluminum	\$	49,000



SEMI-TRAILERS	ΤΑΝΚ ΤΥΡΕ	VALU	IES
PNEUMATIC DRY BULK	Aluminum		
aka POSSUM BELLY	40' or less	\$	82,531
	42'	\$	84,593
Cement, Lime,			
Sand, Etc.	Steel		
	40' or less	\$	62,474
	42'	\$	64,536



SEMI-TRAILERS	ΤΑΝΚ ΤΥΡΕ	VALUI	ES
ASPHALT	Aluminum, Mild Steel		
	Liquid Asphalt	\$	56,404



SEMI-TRAILERS	TANK TYPE Stainless Steel	VAL	UES
Uncoueu	Lass then 7000 Cal	~	67 496
	Less than 7000 Gal	\$	67,436
	7000 Gal	\$	72,290
	More than 7000 Gal	\$	75,129
SEMI-TRAILERS	ΤΑΝΚ ΤΥΡΕ	VAL	UES
	Stainless Steel		
MC 406, 407 &	Multi-Purpose cargo		
408	Less than 7000 Gal	\$	79,428
	7000 Gal	\$	84,282
	More than 7000 Gal	\$	87,121
SEMI-TRAILERS	ΤΑΝΚ ΤΥΡΕ	VAL	LIES
	Stainless Steel	•745	
MC 200, 201 &	Rubber Lined		
312	Less than 7000 Gal	ć	00.024
512		\$	89,934
	7000 Gal	\$	94,788
	More than 7000 Gal	\$	97,627
<b>SEMI-TRAILERS</b>	ΤΑΝΚ ΤΥΡΕ	VAL	UES
	Stainless Steel		
MC 331	Compressed gases		
	Less than 7000 Gal	\$	102,085
	7000 Gal	\$	106,939
	More than 7000 Gal	\$	109,778





SEMI-TRAILERS	ΤΑΝΚ ΤΥΡΕ	VALU	ES
	Aluminum		
Uncoded		ć	E0 022
	Less Than 8,000 Gallons	\$	58,022
	8,000 – 9,000 Gallons	\$	58,346
	10,000 Gallons	\$	60,917
SEMI-TRAILERS	ΤΑΝΚ ΤΥΡΕ	VALU	ES
	Aluminum		
MC 406,407 & 408	Multi-Purpose cargo		
	Less Than 8,000 Gallons	\$	79,512
	8,000 – 9,000 Gallons	\$	79,836
	10,000 Gallons	\$	82,407
SEMI-TRAILERS	ΤΑΝΚ ΤΥΡΕ	VALU	ES
SEMI-TRAILERS		VALU	ES
	TANK TYPE Aluminum Rubber Lined	VALU	ES
<u>SEMI-TRAILERS</u> MC 200, 201 &312	Aluminum Rubber Lined		<b>ES</b> 88,571
	Aluminum Rubber Lined Less Than 8,000 Gallons		
	Aluminum Rubber Lined	\$	88,571
MC 200, 201 &312	Aluminum Rubber Lined Less Than 8,000 Gallons 8,000 – 9,000 Gallons	\$ \$	88,571 88,895 91,466
	Aluminum Rubber Lined Less Than 8,000 Gallons 8,000 – 9,000 Gallons 10,000 Gallons TANK TYPE	\$ \$ \$	88,571 88,895 91,466
MC 200, 201 &312 SEMI-TRAILERS	Aluminum Rubber Lined Less Than 8,000 Gallons 8,000 – 9,000 Gallons 10,000 Gallons TANK TYPE Aluminum	\$ \$ \$	88,571 88,895 91,466
MC 200, 201 &312	Aluminum Rubber Lined Less Than 8,000 Gallons 8,000 – 9,000 Gallons 10,000 Gallons TANK TYPE Aluminum Compressed gases	\$ \$ \$ VALU	88,571 88,895 91,466
MC 200, 201 &312 SEMI-TRAILERS	Aluminum Rubber Lined Less Than 8,000 Gallons 8,000 – 9,000 Gallons 10,000 Gallons TANK TYPE Aluminum	\$ \$ \$ VALU	88,571 88,895 91,466 ES





SEMI-TRAILERS TANK TYPE
-------------------------

VALUES

LIQUIFIED GASES MC 308	Aluminum, Carbon Steel	
	Less Than 8,000 Gallons	\$ 90,736
	8,000 – 9,000 Gallons	\$ 91,039
	10,000 Gallons	\$ 93,463



# SEMI-TRAILERS TANK TYPE

SANITARY	Less Than 8,000 Gallons	\$ 50,598
FOOD GRADE	8,000 – 9,000 Gallons	\$ 55,173
Milk, Water,	10,000 Gallons	\$ 57,848
Syrup, Etc.		



SEMI-TRAILERS	GRAIN	VAL	UES
	Hopper & Conveyor (Walking Floor)		
GRAIN	Aluminum		
	1 Hopper & Conveyor	\$	41,323
	2 Hopper & Conveyor	\$	42,604
	3 or more Hopper	\$	43,609
	Steel		
	1 Hopper & Conveyor	\$	32,324
	2 Hopper & Conveyor	\$	33,605
	3 or more Hopper	\$	34,610





VALUES

SEMI-TRAILERS	LIVESTOCK
	Aluminum
LIVESTOCK	Less Than 42'
	43'- 47'
	48'

Aluminum	
Less Than 42'	\$ 58,17 <b>1</b>
43'- 47'	\$ 61,461
48'	\$ 65,494
53'	\$ 67,404

# **Stainless Steel**

Less Than 42'	\$ 52,228
43'- 47'	\$ 55,518
48'	
53'	\$ 61,461



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# SEMI-TRAILERS

DUMP TYPE Aluminum	VALUES	
24'-33'	\$	53,536
34'-35'	\$	59,319
36'	\$	60,062
Stainless Steel		
24'-33'	\$	43,666
34'-35'	\$	49,449
36'	\$	50,192









# SEMI-TRAILERS AUTO TRANSPORT

#### VALUES

Most-----\$ 65,000



SEMI-TRAILERS	CHIP	VAL	UES
CHIP	Aluminum		
	42'	\$	28,842
	45'	\$	29,527
	48'	\$	33,226
	53'	\$	33,911



# CONCESSION TRAILERS

#### **BUMPER PULL**

5X10	\$ 11,500
6X10	\$ 12,000
6X12	\$ 12,650
6X14	\$ 14,750
7X14	\$ 21,600
7X16	\$ 22,600
7X18	\$ 23,285
7X20	\$ 24,385
8X12	\$ 19,500
8X14	\$ 19,995
8X16	\$ 20,995
8X18	\$ 26,995
8X20	\$ 31,990
8X24	\$ 33,990
8X28	\$ 35,799
8X30	\$ 37,500



# CONCESSION TRAILERS

**BBQ TRAILER** 

VALUES

8X16 8X18 8X20 8X28	\$ \$ \$	30,000 32,000 34,000 51,995
8X28	\$	51,995
8X32	\$	71,995



# CONCESSION TRAILERS

GOOSENECK	VALU	VALUES	
8X20	\$	34,000	
8X36	\$	53,000	



UTILITY TRAILER	MOTORCYCLE	VALUES		
PULL BEHIND	ALL	Ś	1.500	



	MOTORCYCLE	VALUES	
PULL BEHIND CAMPER	ALL	\$	2,500



UTILITY TRAILER	SINGLE OR DOUBLE AXLE	VALUES	
FLAT BED, TILT	4X6	\$	548
OR DROP GATE	4X8	\$	700
	4X10	\$	850
	5X8	\$	1,000
	5X10	\$	1,345
	5X12	\$	1,570
	5X14	\$	1,595
	6X8	\$	1,625
	6X10	\$	1,670
	6X12	\$	1,750
	6X14	\$	1,765
	6X16	\$	1,775
	6X18	\$	2,265
	7X10	\$	2,225
	7X12	\$	2,335
	7X14	\$	2,725
	7X16	\$	2,775
	7X18	\$	3,105
	7X20	\$	3,650
	8X12	\$	3,770
	8X14	\$	4,022
	8X16	\$	4,144
	8X18	\$	4,327
	8X20	\$	4,509
	9X12	\$	4,884
	9X14	\$	5,259
	9X16	\$	5,634
	9X18	\$	6,009
	9X20	\$	6,384
	9X24	\$	6,759



# UTILITY TRAILER DUMP

4X6	\$ 2,680
4X8	\$ 3,200
4X9	\$ 4,000
5X8	\$ 5,200
5X10	\$ 5,690
5X12	\$ 6,080
6X10	\$ 6,752
6X12	\$ 6,880
6X14	\$ 6,960
6X16	\$ 7,000
7X10	\$ 7,024
7X12	\$ 7,072
7X14	\$ 7,200
7X16	\$ 7,344
7X20	\$ 7,392
8X16	\$ 7,520
8X18	\$ 7,760
9X20	\$ 8,616



# UTILITY TRAILER EQUIPMENT

SOLID FLOOR	6X20	\$ 2,200
WITH RAMPS	6X24	\$ 3,190
OR DOVE TAIL	7X14	\$ 3,580
	7X16	\$ 3,690
	7X18	\$ 3,750
	7X20	\$ 3,945
	7X24	\$ 4,000
	8X20	\$ 4,350
	8X25	\$ 4,575
	9X18	\$ 4,590
	9X24	\$ 4,610
	9X26	\$ 4,690



UTILITY TRAILER

#### EQUIPMENT

#### VALUES

GOOSENECK AND GOOSENECK / PINTEL

6X16	\$ 3,499
6X18	\$ 3,580
6X20	\$ 3,629
6X24	\$ 4,417
7X18	\$ 4,428
7X20	\$ 4,622
7X22	\$ 4,671
7X24	\$ 4,741
7X26	\$ 4,763
8X20	\$ 4,995
8X24	\$ 5,005
8X26	\$ 5,070
9X20	\$ 5,130
9X24	\$ 5,260
9X26	\$ 5,616



# UTILITY TRAILER CAR CARRIER

<b>OPEN / DRIVE ON</b>	6X20	\$ 2,479
	6X24	\$ 2,647
	7X14	\$ 2,680
	7X16	\$ 2,774
	7X18	\$ 2,900
	7X20	\$ 3,173
	7X24	\$ 3,216
	8X20	\$ 3,337
	8X25	\$ 3,404
	9X18	\$ 3,524
	9X24	\$ 3,678
	9X26	\$ 3,712



UTILITY TRAILER CAR CARRIER

ENCLOSED	8X18	\$ 10,200
	8X20	\$ 11,700
	8X22	\$ 12,360
	8X24	\$ 12,990
	8X26	\$ 13,680
	8X28	\$ 13,800
	8X30	\$ 14,450
	8X32	\$ 15,000
	8X34	\$ 15,380
	9X18	\$ 15,720
	9X20	\$ 16,290
	9X22	\$ 16,400
	9X24	\$ 16,860
	9X26	\$ 16,990
	9X28	\$ 17,100
	9X30	\$ 17,280
	9X32	\$ 17,310



# UTILITY TRAILER CAR CARRIER

# VALUES

## ENCLOSED V-NOSE

v-			
	8X20	\$	11,900
	8X22	\$	12,100
	8X24	\$	13,225
	8X26	\$	13,790
	8X28	\$	14,355
	8X30	\$	14,820
	8X32	\$	15,320
	8X34	Ś	16,395
	8734	+	,



UTILITY TRAILER	CAR CARRIER	VALUES	•
ENCLOSED	8X20	\$	12,970
	8X22	\$	13,125
	8X24	\$	13,200
<b>GOOSENECK / PINTEL</b>	8X26	\$	13,320
	8X28	\$	14,510
	8X30	\$	14,760
	8X32	\$	15,280
	8X34	\$	15,500
	8X36	\$	15,570
	8X38	\$	15,900
	8X40	\$	16,375
	8X42	\$	16,550
	8X44	\$	16,750
	8X46	\$	16,900
	8X48	\$	17,275
	8X50	\$	17,500
	8X53	\$	18,090
	9X28	\$	18,500
	9X32	\$	19,050
	9X44	\$	19,900
	9X48	\$	26,215
	9X50	\$	26,800



# UTILITY TRAILER

CARGO

PULL BEHIND	6X8	\$ 2,578
TANDEM AXLE	6X10	\$ 3,845
	6X12	\$ 4,132
	6X14	\$ 4,429
	6X16	\$ 4,721
	7X12	\$ 4,323
	7X14	\$ 4,530
	7X16	\$ 4,800
	7X18	\$ 5,113
	7X20	\$ 5,413
	7X22	\$ 5,713
	7X24	\$ 6,013
	8X12	\$ 4,482
	8X14	\$ 5,134
	8X16	\$ 5,334
	8X18	\$ 5,534
	8X20	\$ 5,734
	8X22	\$ 5,9 <b>34</b>
	8X24	\$ 6,365
	8X26	\$ 6,565
	8X28	\$ 6,765
	8X32	\$ 6,965



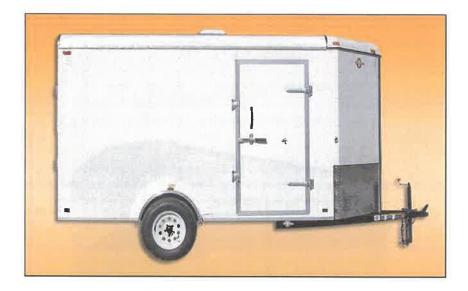
UTILITY TRAILER	CARGO	VALUES	
PULL BEHIND	6X12	\$	4,658
TANDEM AXLE	6X14	\$	4,774
V-NOSE	6X16	\$	4,974
	6X18	\$	5,159
	6X20	\$	5,436
	7X12	\$	4,874
	7X14	\$	5,205
	7X16	\$	5,467
	7X18	\$	5,651
	7X20	\$	5,890
	7X22	\$	6,006
	7X24	\$	6,468
	8X14	\$	5,544
	8X16	\$	5,805
	8X18	\$	6,098
	8X20	\$	6,483



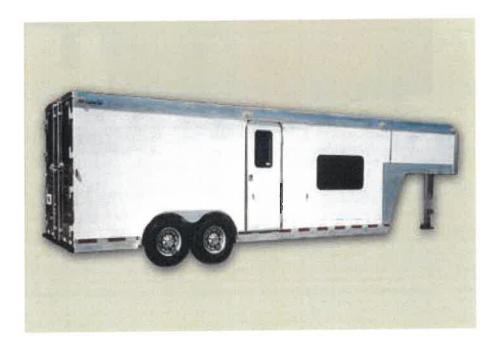
PULL BEHIND	4X6	\$ 1,534
SINGLE AXLE	5X6	\$ 1,804
	5X8	\$ 2,074
	5X10	\$ 2,344
	5X12	\$ 2,614
	6X10	\$ 2,694
	6X12	\$ 2,938
	6X14	\$ 3,203
	7X12	\$ 3,453
	7X14	\$ 3,703
	7X16	\$ 3,453
	8X12	\$ 3,703
	8X14	\$ 3,953



PULL BEHIND	5X8	\$ 2,592
SINGLE AXLE	5X10	\$ 2,805
V-NOSE	5X12	\$ 2,902
	6X10	\$ 3,018
	6X12	\$ 3,199
	6X14	\$ 3,315
	7X12	\$ 3,605



GOOSENECK	7X14	\$ 4,500
TANDEM AXLE	7X16	\$ 4,650
	7X18	\$ 4,770
	7X20	\$ 4,920
	7X22	\$ 4,990
	7X24	\$ 5,180
	8X14	\$ 4,870
	8X16	\$ 5,050
	8X18	\$ 5,190
	8X20	\$ 5,290
	8X22	\$ 5,505
	8X24	\$ 5,880



GOOSENECK	9X34	\$ 8,990
TRI-AXLE	9X36	\$ 9,625
	9X38	\$ 10,225
	9X40	\$ 10,800
	9X42	\$ 11,300
	9X44	\$ 11,775
	9X46	\$ 12,400
	9X48	\$ 15,000



# BOAT TRAILER SINGLE AXLE

15'	\$ 820
16'	\$ 895
17'	\$ 1,300
18'	\$ 1,500
19'	\$ 1,610
20'	\$ 1,795
21'	\$ 2,050
22'	\$ 2,245



BOAT TRAILER TANDEM AXLE

17'	\$ 1,575
18'	\$ 1,855
19'	\$ 2,105
20'	\$ 2,195
21'	\$ 2,455
22'	\$ 2,720
23'	\$ 3,220
24'	\$ 3,695
25'	\$ 4,165
26'	\$ 4,640
27'	\$ 5,125
28'	\$ 5,385
29	\$ 5,670
30'	\$ 5,970
31'	\$ 6,220
32'	\$ 6,550
33'	\$ 6,900
34'	\$ 7,235
35'	\$ 7,635
36'	\$ 8,035



BOAT TRAILER TRI - AXLE

27'       \$       5,515         28'       \$       5,815         29'       \$       6,120         30'       \$       6,440         31'       \$       6,705         32'       \$       7,075         33'       \$       7,435         34'       \$       7,835         35'	26'	\$ 5,245
29'       \$       6,120         30'       \$       6,440         31'       \$       6,705         32'       \$       7,075         33'       \$       7,435         34'       \$       7,835         35'       \$       8,240         36'       \$       8,635         37'	27'	\$ 5,515
30'       \$       6,440         31'       \$       6,705         32'       \$       7,075         33'       \$       7,435         34'       \$       7,835         35'       \$       8,240         36'       \$       8,635         37'       \$       9,135         38'	28'	\$ 5,815
31'       \$       6,705         32'       \$       7,075         33'       \$       7,435         34'       \$       7,835         35'       \$       8,240         36'       \$       8,635         37'       \$       9,135         38'       \$       9,325         39'       \$       10,130	29'	\$ 6,120
32'       \$       7,075         33'       \$       7,435         34'       \$       7,835         35'       \$       8,240         36'       \$       8,635         37'       \$       9,135         38'       \$       9,325         39'       \$       10,130	30'	\$ 6,440
33'       \$       7,435         34'       \$       7,835         35'       \$       7,835         36'       \$       8,240         36'       \$       8,635         37'       \$       9,135         38'       \$       9,325         39'       \$       10,130	31'	\$ 6,705
34'       \$       7,835         35'       \$       8,240         36'       \$       8,635         37'       \$       9,135         38'       \$       9,325         39'       \$       10,130	32'	\$ 7,075
35'       \$       8,240         36'       \$       8,635         37'       \$       9,135         38'       \$       9,325         39'       \$       10,130	33'	\$ 7,435
36'       \$       8,635         37'       \$       9,135         38'       \$       9,325         39'       \$       10,130	34'	\$ 7,835
37'\$       9,135         38'\$       9,325         39'\$       10,130	35'	\$ 8,240
38'       \$       9,325         39'       \$       10,130	36'	\$ 8,635
39'\$ 10,130	37'	\$ <b>9,</b> 135
	38'	\$ 9,325
40'\$ 10,655	39'	\$ 10,130
	40'	\$ 10,655



#### HORSE AND STOCK TRAILERS

## 4-STAR HORSE TRAILER TACK/DRESS ROOM

#### **BUMPER PULL**

2 HORSE	\$ 15,254
3 HORSE	\$ 19,872
4 HORSE	\$ 24,132

#### GOOSENECK

2 HORSE	\$ 18,774
3 HORSE	\$ 22,900
4 HORSE	\$ 33,800
5 HORSE	\$ 42,800
6 HORSE	\$ 49,916

#### ALUM-LINE

# STOCK TRAILER

#### **BUMPER PULL**

14'	\$	9,919
16'	\$	10,715
18'	Ś	11.458

17'	\$ 14,640
19'	\$ 15,383
21'	\$ 16,019
23'	\$ 16,868
25'	\$ 17,504
27'	\$ 18,354
29'	\$ 19,043
31'	\$ 19,944

# ALUM-LINE HORSE TRAILER

#### **BUMPER PULL**

2 HORSE	\$ 12,624
3 HORSE	\$ 14,322

#### GOOSENECK

3 HORSE	\$ 17,823
4 HORSE	\$ 19,732
5 HORSE	\$ 21,324
6 HORSE	\$ 23,233

CHARMAC ALUMINUM

#### STOCK TRAIER

#### **BUMPER PULL**

16'	\$ 9,942
18'	\$ 10,397

#### GOOSENECK

16'	\$ 11,447
18'	\$ 12,625
20'	\$ 12,837
22'	\$ 13,367
24'	\$ 14,004

#### HORSE TRAILER

#### **BUMPER PULL**

2 HORSE	\$ 13,528
3 HORSE	\$ 14,888
4 HORSE	\$ 16,663

2 HORSE	\$ 15,171
3 HORSE	\$ 16,727
4 HORSE	\$ 18,283
5 HORSE	\$ 20,378
6 HORSE	\$ 22,421

CHARMAC STEEL **STOCK TRAILER** 

#### **BUMPER PULL**

12'	\$ 5,799
14'	\$ 6,223
26'	\$ 6,507
18'	\$ 6,789

#### GOOSENECK

14'	\$ 8,347
16'	\$ 8,630
18'	\$ 8,913
20'	\$ 9,196
22'	\$ 9,765
24'	\$ 10,330
26'	\$ 10,572
28'	\$ 11,387

#### <u>CHARMAC</u> <u>STEEL</u>

# HORSE TRAILER

#### **BUMPER PULL**

2 HORSE	\$ 10,118
3 HORSE	\$ 11,349
4 HORSE	\$ 14,074

#### GOOSENECK

2 HORSE	\$ 13,403
3 HORSE	\$ 14,357
4 HORSE	\$ 15,737
5 HORSE	\$ 17,522
6 HORSE	\$ 18,407

#### HORSE TRAILER WITH LIVING QUARTERS

3 HORSE	\$ 36,990
4 HORSE	\$ 39,130

# CIRCLE D STOCK TRAILER

#### GOOSENECK

16'	\$ 7,532
18'	\$ 7,850
20'	\$ 8,275
24'	\$ 8,911

# CM-ALUMINUM STOCK TRAILER

#### **BUMPER PULL**

16'	\$	14,790
-----	----	--------

# GOOSENECK

16'	\$ 17,994
20'	\$ 18,360
24'	\$ 20,220
28'	\$ 21,659

# HORSE TRAILER

# **BUMPER PULL**

2 HORSE	\$ 20,500
3 HORSE	\$ 23,800
4 HORSE	\$ 28,050

2 HORSE	\$ 22,525
3 HORSE	\$ 25,576
4 HORSE	\$ 29,395
5 HORSE	\$ 31,150
6 HORSE	\$ 34,800

#### CM-STEEL STOCK TRAILER

#### **BUMPER PULL**

10'	\$ 4,774
12'	\$ 5,092
14'	\$ 5,728
16'	\$ 5,994
17'	\$ 6,859

#### GOOSENECK

12'	\$ 8,142
14'	\$ 8,514
16'	\$ 8,699
20'	\$ 9,813
24'	\$ 11,458
28'	\$ 13,526
32'	\$ 15,012

# HORSE TRAILER

#### **BUMPER PULL**

2 HORSE	\$ 6,604
3 HORSE	\$ 9,525

## DIAMOND D STOCK TRAILER

#### **BUMPER PULL**

12'	\$ 4,698
16'	\$ 5,074

12'	\$ 6,058
14'	\$ 6,490
16'	\$ 7,759
18'	\$ 8,539
20'	\$ 8,757
24'	\$ 9,511
28'	\$ 10,150
32'	\$ 10,723

#### DIAMOND D HORSE TRAILER WITH TACK ROOM

#### **BUMPER PULL**

2 HORSE	\$ 5,404
3 HORSE	\$ 6,818

#### GOOSENECK

2 HORSE	\$ 7,871
3 HORSE	\$ 7,954
4 HORSE	\$ 8,213
5 HORSE	\$ 10,371

#### DIAMOND D

#### HORSE TRAILER WITH DRESS ROOM

#### **BUMPER PULL**

2 HORSE	\$ 8,743
3 HORSE	\$ 9,948
4 HORSE	\$ 11,273

#### HORSE TRAILER

WITH TACK/DRESS ROOM

#### GOOSENECK

2 HORSE	\$ 11,473
3 HORSE	\$ 12,850
4 HORSE	\$ 14,504
5 HORSE	\$ 15,475
6 HORSE	\$ 17,770

#### HORSE TRAILER WITH LIVING QUARTERS

3 HORSE	\$ 31,117
4 HORSE	\$ 32,392

#### DONAHUE

**STOCK TRAILER** 

#### GOOSENECK

16'	\$ 6,895
20'	\$ 7,903
24'	\$ 8,699
28'	\$ 10,609

#### GOOSENECK w/HALF TOP

16'	\$ 7,426
20'	\$ 8,434
24'	\$ 8,911

#### **STOCK/COMBO TRAILER**

#### GOOSENECK

16'	\$ 7,850
20'	\$ 8,964
24'	\$ 9,654

#### DREAM COACH HORSE TRAILER EMERALD

#### **BUMPER PULL**

EMERALD 1	\$ 15,489
EMERALD 2	\$ 15,798

#### GOOSENECK

EMERALD 1	2 HORSE	\$ 16,868
EMERALD 2	2 HORSE	\$ 17,133
EMERALD 1	3 HORSE	\$ 18,327
EMERALD 2	3 HORSE	\$ 18,804

#### HORSE TRAILER

#### W/LIVING QUARTERS

EMERALD 1	2 HORSE	\$ 20,502
EMERALD 2	2 HORSE	\$ 22,787
EMERALD 1	3 HORSE	\$ 23,287
EMERALD 2	3 HORSE	\$ 23,764

#### DREAM COACH HORSE TRAILER

#### SILVER/PLATINUM

#### **BUMPER PULL**

SILVER	\$ 17,597
PLATINUM	\$ 20,151

Ł

#### GOOSENECK

2 HORSE SILVER	\$ 19,096
2 HORSE PLATINUM	\$ 23,076
3 HORSE SILVER	\$ 24,128
3 HORSE PLATINUM	\$ 27,902

#### HORSE TRAILER w/LIVING QUARTERS

#### GOOSENECK

2 HORSE SILVER	\$ 24,400
2 HORSE PLATINUM	\$ 27,530
3 HORSE SILVER	\$ 27,742
3 HORSE PLATINUM	\$ 30,713

#### ELITE STOCK TRAILER

#### **BUMPER PULL**

16'	\$ 13,172
18'	\$ 14,800

16'	\$ 13,090
20'	\$ 14,259
24'	\$ 16,098
28'	\$ 16,985

#### HORSE TRAILER

<u>ELITE</u>

#### **BUMPER PULL**

2 HORSE	\$ 20,369
3 HORSE	\$ 24,400

#### GOOSENECK

2 HORSE	\$ 22,173
3 HORSE	\$ 26,231
4 HORSE	\$ 31,049
5 HORSE	\$ 35,487
6 HORSE	\$ 40,049

#### EXISS STOCK TRAILER

#### **BUMPER PULL**

13'	\$ 13,155
16'	\$ 14,693

#### **STOCK/COMBO TRAILER**

#### **BUMPER PULL**

13'	\$ 14,799
16'	\$ 16,762

16'	\$ 14,746
18'	\$ 15,652
20'	\$ 16,974
24′	\$ 19,096

#### **HORSE TRAILER**

#### **BUMPER PULL**

2 HORSE	\$ 14,158
3 HORSE	\$ 16,195

#### GOOSENECK

2 HORSE	\$ 15,431
3 HORSE	\$ 16,598
4 HORSE	\$ 26,556
5 HORSE	\$ 31,789
6 HORSE	\$ 33,233

#### HORSE TRAILER w/LIVING QUARTERS

#### GOOSENECK

3 HORSE	\$ 48,678
4 HORSE	\$ 61,524
7 HORSE	\$ 74,686

# **FEATHERLITE**

<u>EXISS</u>

#### **STOCK TRAILER**

ALUMINUM

## BUMPER PULL

#### 10'----- \$ 11,850 12'-----\$ 12,346 14'-----\$ 13,290

16'	\$ 14,335
18'	\$ 14,708

16'	\$ 15,341
18'	\$ 15,750
20'	\$ 16,175
24'	\$ 17,706
30'	\$ 22,261

#### FEATHERLITE ALUMINUM

#### **STOCK/COMBO TRAILER**

#### **BUMPER PULL**

12'	\$ 11,380
16'	\$ 12,423
18' 3 HORSE	\$ 18,170
20' 4 HORSE	\$ 19,716

#### GOOSENECK

16'	\$ 17,670
18'	\$ 17,689
20'	\$ 18,785
24'	\$ 20,379

#### FEATHERLITE ALUMINUM

#### HORSE TRAILER

#### **BUMPER PULL**

2 HORSE	\$ 21,620
3 HORSE	\$ 29,189
4 HORSE	\$ 33,206

#### GOOSENECK

2 HORSE	\$ 29,141
3 HORSE	\$ 30,144
4 HORSE	\$ 86,770
5 HORSE	\$ 100,100
6 HORSE	\$ 109,085
7 HORSE	\$ 115,047
8 HORSE	\$ 122,870

#### HORSE TRAILER w/LIVING QUARTERS

2 HORSE	\$ 55,408
3 HORSE	\$ 66,719
4 HORSE	\$ 66,975

#### FEATHERLITE

#### STOCK TRAILER

#### STEEL

#### **BUMPER PULL**

12'	\$ 4,925
16'	\$ 5,415

#### GOOSENECK

12'	\$ 5,994
14'	\$ 6,482
16'	\$ 7,620
18'	\$ 8,407
20'	\$ 8,537
24'	\$ 9,325

#### FEATHERLITE STEEL

# HORSE TRAILER

#### **BUMPER PULL**

2 HORSE	\$ 9,628
3 HORSE	\$ 10,999
4 HORSE	\$ 12,290

#### GOOSENECK

2 HORSE	\$ 12,500
3 HORSE	\$ 13,957
4 HORSE	\$ 15,734
5 HORSE	\$ 16,739
6 HORSE	\$ 19,178

#### HORSE TRAILER w/LIVING QUARTERS

3 HORSE	\$ 36,824
4 HORSE	\$ 38,539

#### HORSE TRAILER

#### **BUMPER PULL**

2 HORSE	\$ 17,717
3 HORSE	\$ 21,191

#### GOOSENECK

2 HORSE	\$ 21,562
3 HORSE	\$ 25,037
4 HORSE	\$ 28,026
5 HORSE	\$ 35,434

#### HORSE TRAILER

#### w/LIVING QUARTERS

#### GOOSENECK

2 HORSE	\$ 34,387
3 HORSE	\$ 39,240
4 HORSE	\$ 45,499

#### HILLSBORO ALUMINUM

<u>HART</u>

#### **STOCK TRAILER**

16'	\$ 18,241
18'	\$ 19,736
20'	\$ 20,772
22'	\$ 21,444
24'	\$ 21,900
26'	\$ 26,833
28'	\$ 27,538
30'	\$ 33,493
32'	\$ 34,303
34'	\$ 35,095

# HILLSBORO

#### STOCK TRAILER

#### STEEL

#### GOOSENECK

16'	\$ 8,221
18'	\$ 8,672
20'	\$ 8,999
24'	\$ 10,294
28'	\$ 12,318

# HILLSBORO

#### STOCK/COMBO TRAILER

#### ALUMINUM

#### GOOSENECK

	3 HORSE 4 HORSE	22,766 26,140
<u>STEEL</u>	3 HORSE 4 HORSE	11,230 12,477

#### HORSE TRAILER **JACKSON**

#### **BUMPER PULL**

2 HORSE	\$ 12,853
3 HORSE	\$ 15,022
4 HORSE	\$ 16,709

2 HORSE	\$ 15,786
3 HORSE	\$ 19,202
4 HORSE	\$ 23,283
6 HORSE	\$ 28,278

#### KIEFER BUILT

#### STOCK TRAILER

#### ALUMINUM

#### **BUMPER PULL**

16'	\$ 11,882
18'	\$ 13,632
20'	\$ 13,950

#### GOOSENECK

16'	\$ 17,239
18'	\$ 18,035
20'	\$ 18,141
22'	\$ 19,255
24'	\$ 20,157
26'	\$ 23,817
28'	\$ 23,870
30'	\$ 24,050
32'	\$ 24,165
34'	\$ 25,389
36'	\$ 27,279
38'	\$ 29,222
40'	\$ 31,290

# KIEFER BUILT

#### HORSE TRAILER

ALUMINUM

#### **BUMPER PULL**

2 HORSE	\$ 17,356
3 HORSE	\$ 18,756

2 HORSE	\$ 23,251
3 HORSE	\$ 25,835
4 HORSE	\$ 27,689
5 HORSE	\$ 31,814
6 HORSE	\$ 33,895

#### KIEFER BUILT HORSE TRAILER ALUMINUM SKIN

#### **BUMPER PULL**

2 HORSE	\$ 10,845
3 HORSE	\$ 11,300
4 HORSE	\$ 13,105

#### GOOSENECK

2 HORSE	\$ 14,600
3 HORSE	\$ 21,170
4 HORSE	\$ 23,345

#### LOGAN COACH STOCK TRAILER

#### BUMPER PULL

13'	\$ 4,905
16'	\$ 5,730

#### GOOSENECK

16'	\$ 8,735
18'	\$ 9,224
20'	\$ 9,377
24'	\$ 10,502

#### LOGAN COACH HORSE TRAILER

#### BUMPER PULL

2 HORSE	\$ 11,675
3 HORSE	\$ 13,845
4 HORSE	\$ 15,450

2 HORSE	\$ 13,192
3 HORSE	\$ 18,261
4 HORSE	\$ 23,727

MERHOW ALUMINUM

#### HORSE TRAILER

#### BUMPER PULL

2 HORSE	\$ 15,745
3 HORSE	\$ 19,695
4 HORSE	\$ 22,670

#### GOOSENECK

2 HORSE	\$ 19,760
3 HORSE	\$ 23,660
4 HORSE	\$ 26,560

#### MERHOW STEEL

## HORSE TRAILER

#### **BUMPER PULL**

2 HORSE	\$ 12,895
3 HORSE	\$ 16,073
4 HORSE	\$ 18,850

#### GOOSENECK

2 HORSE	\$ 16,690
3 HORSE	\$ 19,930
4 HORSE	\$ 22,448

#### **PONDEROSA**

#### **STEEL**

# 1.0/

14'	\$ 3,554
16'	\$ 3,729
18'	\$ 3,914

#### **HORSE TRAILER**

**STOCK TRAILER** 

#### **BUMPER PULL**

2 HORSE	\$ 4,495
3 HORSE	\$ 5,295
GOOSENECK	
3 HORSE	\$ 6,995
4 HORSE	\$ 7,495

#### SOONER TRAILER STOCK TRAILER

#### GOOSENECK

16'	\$ 13,890
20'	\$ 14,170
24'	\$ 18,501
26'	\$ 22,840
28'	\$ 23,862

#### HORSE TRAILER

#### **BUMPER PULL**

2 HORSE	\$ 15,122
3 HORSE	\$ 17,600

#### GOOSENECK

2 HORSE	\$ 15,900
3 HORSE	\$ 21,715
4 HORSE	\$ 25,367
5 HORSE	\$ 25,759
6 HORSE	\$ 40,328

#### SUNDOWNER STOCK TRAILER

#### **BUMPER PULL**

\$ 12,932
\$ 13,743
\$ 14,274
\$ 14,762
\$ 15,505
\$ 16,003
\$ \$ \$ \$ \$

16'	\$ 15,324
18'	\$ 15,770
20'	\$ 16,751
22'	\$ 17,526
24'	\$ 18,088
26'	\$ 18,788
28'	\$ 22,204
30'	\$ 23,228

#### SUNDOWNER STOCK TRAILER

**GOOSENECK CONTINUED** 

32'	\$ 23,711
34'	\$ 24,416
36'	\$ 25,132
38'	\$ 25,864
40'	\$ 26,580

#### **SUNDOWNER**

#### HORSE TRAILER

#### **BUMPER PULL**

2 HORSE	\$ 15,442
3 HORSE	\$ 16,995
4 HORSE	\$ 20,847

#### GOOSENECK

2 HORSE	\$ 19,179
3 HORSE	\$ 24,795
4 HORSE	\$ 30,455
5 HORSE	\$ 35,174
6 HORSE	\$ 37,894
7 HORSE	\$ 43,466
8 HORSE	\$ 47,003
9 HORSE	\$ 49,250
10 HORSE	\$ 49,542

#### HORSE TRAILER w/LIVING QUARTERS

2 HORSE	\$ 62,969
3 HORSE	\$ 70,304
4 HORSE	\$ 76,340

#### THURO-BILT STOCK TRAILER

#### **BUMPER PULL**

SPIRIT	\$ 4,710
13'	\$ 5,341
17'	\$ 6,328
19'	\$ 6,826

#### **HORSE TRAILER**

2 HORSE	\$ 9,426
3 HORSE	\$ 11,256
4 HORSE	\$ 12,348

<u>TITAN</u>

#### STOCK TRAILER

#### **BUMPER PULL**

10'	\$ 5,810
12'	\$ 5,953
14'	\$ 6,159
16'	\$ 6,318
18'	\$ 7,278
20'	\$ 7,518

#### GOOSENECK

10'	\$ 8,362
12'	\$ 8,521
14'	\$ 8,965
16'	\$ 9,248
18'	\$ 9,445
20'	\$ 9,723
22'	\$ 10,502
24'	\$ 11,277
26'	\$ 11,760
28'	\$ 1 <b>2,23</b> 7
30'	\$ 12,704
32'	\$ 13,174

#### <u>TITAN</u>

#### HORSE TRAILER

#### **BUMPER PULL**

2 HORSE	\$ 7,690
3 HORSE	\$ 9,824
4 HORSE	\$ 10,997

2 HORSE	\$ 13,709
3 HORSE	\$ 14,769
4 HORSE	\$ 18,980
5 HORSE	\$ 20,555

#### TRAILS WEST STOCK TRAILER

#### **BUMPER PULL**

12'	\$ 6,317
14'	\$ 6,445
16'	\$ 7,522
18'	\$ 7,670

#### GOOSENECK

12'	\$ 8,428
14'	\$ 8,450
16'	\$ 8,599
18'	\$ 9,341
20'	\$ 9,526
22'	\$ 10,296
24'	\$ 10,396
	1

#### TRAILS WEST HORSE TRAILER

#### BUMPER PULL

2 HORSE	\$ 9,425
3 HORSE	\$ 13,147
4 HORSE	\$ 13,956

2 HORSE	\$ 12,504
3 HORSE	\$ 15,992
4 HORSE	\$ 17,095
5 HORSE	\$ 18,297
6 HORSE	\$ 21,195

#### W-W TRAILERS STOCK TRAILER

#### <u>STEEL</u>

#### BUMPER PULL

10'	\$ 3,883
12'	\$ 3,904
14'	\$ 4,040
16'	\$ 4,291
17'	\$ 5,578

#### GOOSENECK

16'	\$ 5,260
18'	\$ 5,633
20'	\$ 6,250
24'	\$ 7,117
28'	\$ 8,312

#### HORSE TRAILER

#### **BUMPER PULL**

1 HORSE	\$ 3,363
2 HORSE	\$ 6,418
3 HORSE	\$ 6,680

3 HORSE	\$ 9,293
4 HORSE	\$ 10,476
6 HORSE	\$ 10,714

#### **GENERIC STEEL** STOCK TRAILER

BUMPER PULL	<u>S</u>	TEEL	<u>ALU</u>	MINUM
6X14	\$	4,386	\$	10,971
6X16	\$	4,663	\$	11,661
6X18	\$	4,880	\$	12,205
6X20	\$	5,521	\$	13,134
GOOSENECK				
6X14	\$	5,214	\$	13,041
6X16	\$	5,485	\$	13,717
6X18	\$	6,036	\$	15,097
6X20	\$	6,136	\$	15,197
6X24	\$	6,323	\$	15,813
HORSE TRAILER				
BUMPER PULL				
TWO HORSE STRAIGHT LOAD	\$	4,323	\$	10,812
TWO HORSE STRAIGHT LOAD				
w/TACK COMPARTMENT	\$	4,599	\$	11,502
TWO HORSE STOCK				
w/TACK/DRESSING ROOM	\$	5,002	\$	12,510
TWO HORSE SLANT				
w/TACK/DRESSING ROOM	\$	5,427	\$	13,571
THREE HORSE SLANT				
w/TACK/DRESSING ROOM	\$	5,819	\$	14,553
GOOSENECK				
THREE HORSE SLANT				
w/TACK/DRESSING ROOM	\$	6,281	\$	15,707
FOUR HORSE SLANT				
w/TACK/DRESSING ROOM	\$	6,726	\$	16,822

#### **BUMPER PULL STOCK TRAILER**



#### **GOOSENECK STOCK TRAILER**





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#### **BUMPER PULL COMBO TRAILER**



#### **GOOSENECK COMBO TRAILER**



#### **BUMPER PULL TRAILER w/TACK**



#### GOOSENECK w/TACK/DRESSING ROOM



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#### **GOOSENECK w/LIVING QUARTERS**





#### GENERIC

#### MOPED'S & SCOOTERS

#### GAS & ELECTRIC POWERED

UP TO 50cc	\$ 1,000
150cc	\$ 1,500
200cc	\$ 2,000
250cc	\$ 2,500



#### **GENERIC**

#### MINI TRUCKS AND CARS

ALL	\$	5,500
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#### **GENERIC**

#### STREET LEGAL GOLF CARTS

AKA (LSV) Low Speed Vehicles

2 PERSON	\$ 8,500
4 PERSON	\$ 9,200



#### **GENERIC**

#### SMART CARS

НАТСНВАСК	\$ 16,007
CONVERTABLES	\$ 19,930







### ORDER AUTHORIZING MAYOR TO EXECUTE AN AGREEMENT WITH COLDESI, INC. FOR THE SHIPPING AND REPAIR OF THE DTG M2-DIRECT TO GARMENT PRINTER BEING USED BY THE DIVISION OF PUBLICATIONS.

WHEREAS, Division of Publications desires to repair the DTG M2-Direct to Garment Printer; and

WHEREAS, the referenced equipment was purchased from Coldesi, Inc. for creative purposes to process t-shirts and other items in-house; and

WHEREAS, the needs and benefits for this equipment have been analyzed and the repair is recommended.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute any and all documents necessary with ColDesi, Inc. providing for the shipping and repair of the DTG M-2 Direct to Garment Printer at a total cost of \$5,291.22.

#### APPROVED FOR AGENDA:

DEPARTMENT	<u>Initials</u>	Date
Division Manager		
Deputy Director		V
Director		: <u></u>
Finance	7 <u></u>	
Budgeted Y N	Acct # Fund 4 account 904006847	
EBO		) <del></del>
Legal		
CAO		
MAYOR'S OFFICE		

Agenda Item No. 11 Agenda Date: July 6, 2021 (HORTON, LUMUMBA)

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

#### <u>05/21/2021</u> DATE

	INTS	COMMENTS	
1.	Brief Description	To ship and have repaired the DTG M2-DIRECT to Garment Printer being used by the Division of Publications.	
2.	Pnrpose	Changes in City Government Quality of Life	
3.	Who will be affected	All Departments	
4.	Benefits	This equipment will help provide city uniforms to employees thus recycling/saving money city-wide.	
5.	Schedule (beginning date)	Immediately.	
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	Citywide	
7.	Action implemented by: City Department Consultant	Department of Administration Office of Publications	
8.	COST	\$5,291.22	
9.	Source of Funding  General Fund  Grant Bond Other X	Account #004.904.00-6847 Technology Fund	
10.	EBO participation	ABE% WAIVER yes no N/A	
		AABE        %         WAIVER         yes         no         N/A	
		WBE        %         WAIVER         yes          N/A	
		HBE% WAIVER yes no N/A	
		NABE    %     WAIVER yes no N/A	



#### DEPARTMENT OF ADMINISTRATION

- TO: Chokwe A. Lumumba, Mayor Office of the Mayor
- From: LaaWandaa Horton, Director Department of Administration

Fredrick Wilson, Deputy Director Department of Administration

Date: May 21, 2021

Re: Shipping & Repair of DTG M2-Direct to Garment Printer

The attached documentation is for the shipping and repair of the DTG M2-Direct to Garment Printer which is being used in the Division of the Office of Publications. It is my recommendation that we ship and repair this equipment with Coldesi, Inc. at a cost of \$5,291.22.

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 MAYOR TO EXECUTE AN AGREEMENT WITH COLDESI, INC. FOR THE SHIPPING AND REPAIR OF THE DTG M2-DIRECT TO GARMENT PRINTER BEING USED BY THE DIVISION OF PUBLICATIONS is legally sufficient for placement in NOVUS Agenda.

Monica D. Allen, City Attorney

7/2021



ColDesi, Inc. 3634 131st Ave N. Clearwater, FL 33762 813 832-6830 877 793 3278

#### **Equipment Repair Agreement and Liability Waiver**

Company:	City of Jackson - Office of Publications	Date:	October 8, 2020
	Sheila Williams-Sheriff	Phone:	601-960-1065
Address:	300 North State Street - Basement	Email:	swsheriff@jacksonms.gov
City, State, Zip:	Jackson, MS 39202		

Machine Information			
Equipment Brand & Model:	DTG MS PLUS	Serial #:	M201886
Machine Purchased From:	COLDESI, INC.	Date of Purchase:	12/2019

#### **Terms of Repair**

Diagnostic Fee. ColDesi charges a \$250.00 diagnostic fee to provide an initial repair estimate. If customer elects to move forward with repair, diagnostic fee is applied to the estimate. If customer elects to not move forward with repair, diagnostic fee is nonrefundable.

**Receipt of Equipment.** Coldesi will coordinate pickup of the equipment from customer or customer may elect to arrange delivery. Shipping cost charged with initial diagnostic fee is <u>one-way</u> shipping to Coldesi. Return shipping will be charged when machine is ready to be returned or customer may elect to arrange for pickup.

Terms of Estimate. After receiving equipment, ColDesi will provide an initial estimate to customer based on an inspection. Initial estimate may not cover additional parts or labor which may be required after the work has been started. Worn, damaged, and additional parts may not be evident until repair has been started. Initial estimate does not cover such contingencies. Customer has 60 days to arrange payment for repair or arrange for pickup of equipment. After 60 days, equipment begins to accrue storage fees of \$25.00 per day. After 30 days of storage, equipment is considered abandoned and becomes property of ColDesi.

Terms of Repair. After receipt of payment for estimate, ColDesi will begin repair of equipment. Any additional damage discovered shall be made known to customer and an additional estimate will be provided. Customer has 60 days to arrange payment for additional estimates or arrange for pickup of equipment. After 60 days, equipment begins to accrue storage fees of \$25.00 per day. After 30 days of storage, equipment is considered abandoned and becomes property of ColDesi.

**Completed Repair.** After repair has been completed, ColDesi to notify customer that equipment is ready. ColDesi will provide customer with estimate for return delivery or customer may choose to arrange pickup. Customer has 60 days to arrange for pickup or delivery of equipment. After 60 days, equipment begins to accrue storage fees of \$25.00 per day. After 30 days of storage, equipment is considered abandoned and becomes property of ColDesi.

Warranty for Materials and Workmanship. All repair work is warrantied for 60 (sixty) days in accordance with restrictions detailed below from the date that the repair is complete and customer has been notified, provided the Equipment Is utilized in conformance with the written instructions pertaining to its use and under conditions as permitted by the specifications of the Equipment. Customer's remedy for breach of this limited warranty shall be limited to repair or replacement of any defective part according to the terms hereof. This limited warranty does not extend to repair or replacement made necessary due to misuse, abuse, negligence or willful acts either during installation or operation. In addition, this limited warranty does not extend to repair or replacement of parts and/or willful acts either during installation or operation. THERE SHALL BE NO REMEDY TO BUYER FOR CONSEQUENTIAL DAMAGES OR OTHER ECONOMIC LOSS. THE FOREGOING LIMITED WARRANTY IS IN LIEU OF AND BUYER HEREBY WAIVES ALL OTHER WARRANTIES OR OBLIGATIONS OF THE SELLER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS SOLD WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE, EXCEPT AS EXPRESSLY SET FORTH HEREIN. In no event shall Selier be liable for consequential, incidental, reliance, or special damages proximately caused by the goods sold, including, without limitation, loss of profits or business injury to any person, damage to any item other than such goods or the equipment sold hereunder, or any other means or goods or Equipment sold hereunder, or installation, adjustment or other expense that Buyer may incur. This limited warranty shall extend only to Buyer and may not be sold, assigned, conveyed or otherwise transferred in whole or in part by operation of law or otherwise, to any person, firm, corporation or entity without Seller's express prior written consent. No Warranty of Expendable Parts or such Subject to Wear and Tear. This limited warranty does not apply to Expendable Parts, parts Subject to Wear and Tear, or parts which relate to ink delivery, such as fuses, dampers, print heads, ink lines, capping stations, reciprocators, bobbin cases, needles, hooks, knives, presser feet, springs, air valves, shock absorbers, solenoids, vacuum generators, fusers, drums, toners, and waste cartridges. In addition to the foregoing the warranty does not cover: (A) Problems arising from the use of inks other than Genuine DTG Inks and pretreatments, defects resulting from alterations subsequent to delivery; (B) defects resulting from use for other than the intended purpose; (C) defects resulting from fire, explosion, water, earthquake, windstorm, hail, tornado, or other weather condition or from accident, vandalism, or act of God; and (D) defects arising from neglect or abuse. Neglect includes, but is not limited to: (A) use of contaminated, inadequate or excessive amounts of lubricants; (B) improper storage or failure to protect from climatic elements or vandalism; (C) exposure to extreme temperatures; (D) accident, collision or other physical mishap or abuse, whether by purchaser or other party. (E) Electrical fluctuation caused from irregular power surges, brown outs or lightning or improper electrical current.

Warranty Obligations are Subject to the Following Conditions. Any part found by Seller to be defective in material or workmanship within the stated warranty period will be replaced or repaired at Sellers option without charge. AFTER OBTAINING AN RMA# SEND DEFECTIVE PART RETURNED FREIGHT PREPAID TO ColDesi, Inc., 3634 131st Ave N, Clearwater, FL 33762. Written authorization must be obtained from Seller before any part will be accepted. Replacement parts are sent out freight collect. Parts sent out prior to receiving defective part will be sent C.O.D., cost plus freight. Upon return of defective part, if it is deemed that the part was not damaged by customer but failed, the cost of the replacement part will be refunded. Buyer shall have paid all amounts due Seller prior to making a claim under this limited warranty. In the event Seller is required to travel to Buyer's premises to service the Equipment, either within or without the limited warranty coverage, Buyer shall be responsible for any and all of Seller's expenses relating to the service performed, including, without limitation, travel, lodging, meals and related expenses.

Limitation of Damages. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT OR STRICT LIABILITY, OR FROM ANY SPECIFIC RELIEF. BUYER HEREBY WAIVES ITS RIGHTS TO CLAIM SUCH DAMAGES AND RELIEF IN COURT OR OTHERWISE.

**Repair or Replacement.** Sole and Exclusive Remedy. Repair or replacement as provided is the Buyer's sole and exclusive remedy. The sole purpose of this stipulated exclusive remedy is to provide the Buyer with repair or replacement as provided of defective components in the manner provided in the limited warranty in this Agreement. This exclusive remedy shall not be deemed to have failed of its essential purpose as long as Seller is willing and able to repair or replace defective components with due diligence.

Notices. Any notices, requests, demands, or other communications hereunder, shall be in writing, and shall be deemed to have been duly given when personally delivered or when mailed by United States Registered or Certified Mail, Return Receipt Requested, postage pre-paid, to the names and addresses set forth at the first page of this Agreement.

Assignment. Buyer shall not transfer or assign any or all of its rights or interests hereunder, whether by operation of law or otherwise, without the prior written consent of an authorized representative (President or other corporate officer) of Seller.

Waiver. No failure of any party to exercise any right or remedy pursuant to this Agreement shall affect such right or remedy or constitute a waiver by such party of any right or remedy pursuant thereto. Resort to one form of remedy shall not constitute a waiver of alternative remedies.

**Partial Invalidity.** If any provision of this Agreement shall for any reason be held invalid or unenforceable by any Court, governmental agency or arbitrator, of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision hereof, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

Venue. In the event of any controversy or claim arising out of or relating to this Agreement or the breach thereof, and a suit, action or proceeding is instituted by reason thereof, then such suit, action or proceeding shall be brought in the City of Tampa, County of Hillsborough, State of Florida in a Court of competent jurisdiction, which Court shall have jurisdiction over such suit, action or proceeding.

Florida Law Governs. This Agreement, and all provisions thereof, shall be construed in accordance with the laws of the State of Florida.

Right to Refuse. In it's sole discretion, ColDesi reserves the right to refuse work that it believes is beyond the scope of its ability or for other good cause.

Authorized Signature:	Date:

(Signing above is your acceptance of this agreement and the conditions herein)

ColDesi, Inc

4537 S Dale Mabry Hwy FL 33611

# Quote

Date	Quote #
9/28/2020	111

#### Name / Address

City of Jackson - Shikira Thomas Finance Division/Accounts Payable PO BOX 17 Jackson, MS 39205 sdonald@city.jackson.ms.us

			Rep	Project
			HS	
Qty	Item	Description	Rate	Total
1 24 12 1 1 6 12 1 1 1	DTGDMPR-H-B-X(A) DTGPHK4880 DTGTUBING-1-16 DTGTUBING-Silicon DTG-WIMSFILTER-II DTG-M2-49017 DTG-M2-49041 Service Labor CRATING Prepaid Freight Mach Repair Prepaid Freight Mach Repair Prepaid Freight Mach Repair	DTG Damper for HM1/Bullet/Xpress - Color DTG M Series Print Head Pressure Tubing (1/16") V, M2 Viper WIMS Tubing 1' (silicon) DTG WIMS Filter - Three qty w/ Luer conn Head Cable Assy- M2/MUV600/1200 (set) Tube Clamp Assy Service Labor Crating Prepaid Freight & Handling Fee - Machine Repair Prepaid Freight & Handling Fee - Machine Repair Prepaid Freight & Handling Fee - Machine Repair	24.9 1,579.7 1.2 1.9 13.8 66.4 6.2 125.0 250.0 325.0 325.0	4         1,579.74           55         30.00           88         23.76           10         13.80           2         66.42           17         37.62           10         1,500.00           10         250.00           10         325.00           10         325.00
		Tot	al	\$4,675.94

ColDesi, Inc

# 4537 S Dale Mabry Hwy FL 33611

# Quote

Date	Quote #
9/28/2020	112

#### Name / Address

City of Jackson - Shikira Thomas Finance Division/Accounts Payable PO BOX 17 Jackson, MS 39205 sdonald@city.jackson.ms.us

			[	Rep	Project	
			Ī	HS		
Qty	Item	Description		Rate	Total	
1 E	DTG-M2-49030	Pump Cap Assy M2/M4		615.28	615.28	
			Tota	<b>Total</b> \$615.28		

# RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE 2021 VOTING DELEGATES FOR THE CITY OF JACKSON.

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

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

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

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2021 Mississippi Municipal League election to be held at the annual convention on July 27<sup>th</sup> with a run-off (if necessary) on July 28<sup>th</sup> are as follows:

Voting Delegate: Chokwe Antar Lumumba, Mayor First Alternate:

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

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

Yeas: Nays: Absent:

The President thereby declared the motion carried and the Resolution adopted, this the (\_\_\_\_\_, July, 2021).

#### ATTEST:

#### CLERK OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the (\_\_\_\_, July, 2021).

ATTEST:

#### **APPROVED:**

ADOPTED:

PRESIDENT

MAYOR

Agenda Item No. 12 Agenda Date: July 6, 2021 (A. HARRIS, LUMUMBA)

CITY CLERK

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

# **OFFICE OF THE CITY ATTORNEY**

This **RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE 2021 VOTING DELEGATES FOR THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.

Monica D. Allen, City Attorney

124/8021 Dat



# MML Candidates for 2021 Election of 2<sup>nd</sup> Vice-President

## **Southern District**

- Mayor Toby Barker, Hattiesburg
- Mayor John Henry Berry, D'Lo
- Mayor Robert Miles, Polkville

# ORDER INCREASING THE PETTY CASH FUND AND REVISING THE MUNICIPAL BUDGET FOR THE DEPARTMENT OF MUNICIPAL CLERK.

WHEREAS, the Department of Municipal Clerk has seen an influx in cash payments for various open records requests, passport acceptance fees and other miscellaneous charges received from citizens; and

WHEREAS, it is necessary to have funds available to provide change for citizens; and

WHEREAS, the current petty cash fund of \$50.00 dollars is not sufficient to accommodate the demand for change from the services provided within the department; and

WHEREAS, the Department of Municipal Clerk is requesting an increase of petty cash from \$50.00 to an amount of \$300.00.

IT IS, THEREFORE, ORDERED that a revision to the Municipal Budget is hereby approved to increase the petty cash fund for the Department of Municipal Clerk in the amount of \$300.00 from 001-428-000-6299 (Other operating expenses), with the Municipal Clerk being designated as the Custodian.

Agenda Item No. 13 Agenda Date: July 6, 2021 (A. HARRIS, LUMUMBA)

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

June 23, 2021 DATE

**p**-

	POINTS	COMMENTS	
1.	Brief Description/Purpose	This item will allow for the Department of Municipal Clerk to provide the necessary change to constituents for various services provided within the office.	
2.	Public Policy Initiative         1. Youth & Education         2. Crime Prevention         3. Changes in City Government         4. Neighborhood Enhancement         5. Economic Development         6. Infrastructure and Transportation         7. Quality of Life	This item will allow for the Department of Municipal Clerk to provide the necessary change to constituents for various services provided within the office.	
3.	Who will be affected	Department of Municipal Clerk	
4.	Benefits		
5.	Schedule (beginning date)	Immediate	
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	City Hall	
7.	Action implemented by: City Department Consultant	Department of Municipal Clerk	
8.	COST	\$250.00	
9.	Source of Funding General Fund Grant Bond Other	001-428-00-6299 (Other Operating Expenses)	
10.	EBO participation	ABE       %       WAIVER       yes       no       N/A       X         AABE       %       WAIVER       yes       no       N/A       X         WBE       %       WAIVER       yes       no       N/A       X         HBE       %       WAIVER       yes       no       N/A       X         NABE       %       WAIVER       yes       no       N/A       X	

Revised 2-04

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 INCREASING THE PETTY CASH FUND AND REVISING THE MUNICIPAL BUDGET FOR THE DEPARTMENT OF MUNICIPAL CLERK is legally sufficient for placement in NOVUS Agenda.

25/2021

ALC: NO

Monica D. Allen, City Attorney

X

### ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT RELATED DOCUMENTS WITH FALCON'S TREEHOUSE, LLC TO COMPLETE EXHIBITION DESIGN SERVICES FOR NEW EXHIBITS TO BE FEATURED IN THE PLANETARIUM FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the City is working on an initiative to completely renovate and revitalize the Jackson Planetarium; and

WHEREAS, the City is committed to bringing a revolutionary best-in-class immersive experience to the Jackson Planetarium to provide the best educational environment to our citizens and a compelling tourism attraction for visitors at the new Jackson Planetarium; and

WHEREAS, the City in preparing for the renovation of the planetarium which includes the design and construction of up to 4 new exhibits covering topics such as Mississippi's Space Story, Space and Science at Home, the history of space exploration, and the future of space exploration; and

WHEREAS, the Department of Human and Cultural Services is recommending that the City enter into an agreement with Falcon's Treehouse, LLC ("Falcon's") for the completion of exhibition design services for the new exhibits at the renovated Planetarium; and

WHEREAS, Falcon's will provide design services for the exhibits within the planetarium resulting in the delivery of all documents associated with the Conceptual Design, Schematic Design, and Design Development phases of exhibit design work, as expressed further in the contract, including but not limited to technical drawings, elevations, reference imagery, material and finish references, and section drawings; and

WHEREAS, Falcon's will use their knowledge and experience in cutting edge technologies and exhibition design to create unique spaces for the guests of the Planetarium; and

WHEREAS, Falcon's previous work with NASA at the Kennedy Space Center on the Boeing Heroes and Legends exhibit and with the National Geographic Museum on the AR-driven "Becoming Jane: The Evolution of Dr. Jane Goodall" exhibit in Washington D.C. showcase their ability to develop spaces that will bring the Planetarium to life; and

WHEREAS, the City has selected the scope of work to include Conceptual Design, Schematic Design, and Design Development phases of exhibition design work; and

WHEREAS, the City agrees to compensate Falcon's for the services provided under this agreement at a fee not to exceed \$298,000; and

WHEREAS, the City agrees that the timeline for completion of this project is no later than March 31, 2021; and

IT IS HEREBY ORDERED that agreement between the City of Jackson and Falcon's is hereby authorized;

IT IS FURTHER ORDERED that the City of Jackson shall pay Falcon's an estimated amount in FY 2020-2021 not to exceed \$150,000.

IT IS FURTHER ORDERED that the city of Jackson shall pay Falcon's an estimated amount in FY 2021-2022 not to exceed \$148,000 (and any remainder of what wasn't paid in FY 21).

IT IS FURTHER ORDERED that the Mayor of the City of Jackson is authorized to execute an agreement and related documents with Falcon's for completion of exhibition design services for the renovation of the Planetarium.

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#### EXHIBIT A

### CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET \_\_\_\_\_\_ June 23, 2021 \_\_\_\_\_.

#### DATE

	POINTS	C O M M.E N T S
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH FACLON'S TREEHOUSE, LLC TO COMPLETE EXHIBITION DESIGN SERVICES AS IT RELATES TO THE RENOVATIONN OF THE PLANETARIUM FOR THE CITY OF JACKSON, MISSISSIPPI.
<ul> <li>2. Public Policy Initiative <ol> <li>Youth &amp; Education</li> <li>Crime Prevention</li> <li>Changes in City <ul> <li>Government</li> <li>Neighborhood</li> <li>Enhancement</li> </ul> </li> <li>5. Economic <ul> <li>Development</li> <li>Infrastructure and</li> <li>Transportation</li> <li>Quality of Life</li> </ul> </li> </ol></li></ul>		
3.	Who will be affected	Citizens who visit the Planetarium and visitors who come from out of town to experience downtown and the newly renovated Planetarium.
4.	Benefits	With the renovation of the Planetarium, we will be strengthening the exhibit offerings that the facility will have. In order to create a space that will rival offerings across the nation, we have approached Falcon's Treehouse, LLC, to bring our vision to life. Falcon's national and global portfolio speaks directly to the quality of exhibit that we know we can achieve – a space worth traveling from far and wide to see and a space that will elevate our citizens exposure to STEM principles and career paths.
5.	Schedule (beginning date)	Upon execution of agreement, and issuance of a notice to proceed, approximately 9 months ending no later than March 31, 2022.
6.	Location: • WARD	Ward 7

	<ul> <li>CITYWIDE (yes or no) (area)</li> <li>Project limits if</li> </ul>	Yes
_	applicable	
7.	Action implemented by:         City Department         Consultant	Department of Human and Cultural Services And Falcon's Treehouse, LLC
8.	COST	\$298,000 (\$150,000 in current FY21, \$148,000 in FY22)
9.	Source of Funding General Fund Grant Bond Other	General Fund
10.	EBO participation	ABE% WAIVER yes no N/A
		AABE     %     WAIVER     yes     no     N/A
		WBE         %         WAIVER         yes         no         N/A
		HBE% WAIVER yes no N/A
		NABE     %     WAIVER     yes     no     N/A

**Department of Human & Cultural Services** 



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

#### **MEMORANDUM**

To: Mayor Chokwe Antar Lumumba

From: Adriane Dorsey-Kidd W Department of Human and Cultural Services

Date: June 8, 2021

Subject: Agenda Item for City Council Meeting

Attached you will find an agenda item for exhibit design services for the renovation of the Planetarium. These services are necessary to create the high-quality tourism offering that we want the Planetarium to become with the upcoming renovation.

The type of professionals required to complete this project not widely available. We are committed to hiring the best in the business to ensure that the facility is a leader in the planetarium space on a national scale. Working in partnership with local architects and artists, Falcon's will bring a fresh, cutting-edge perspective to the creation of entirely unique experiences for the Planetarium. Their work with the National Geographic Museum in Washington D.C. and at Kennedy Space Center in Florida is testament to their skillset and its unique fit for this project.

The project cost for the scope of work proposed is \$296,000. This will be payable across two fiscal years, with a significant portion of these funds coming from the annual Marie R. Hoerner Endowment that the Planetarium receives.

Scope of Work and Deliverables can be found in "Exhibit A" of the contract.

Please free to contact David Lewis at 601-960-1573 with any questions or clarifications you may have.

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

### **OFFICE OF THE CITY ATTORNEY**

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH FALCON'S TREEHOUSE, LLC TO COMPLETE EXHIBITION DESIGN SERVICES FOR NEW EXHIBITS TO BE FEATURED IN THE PLANETARIUM FOR THE CITY OF JACKSON, MISSISSIPPI is legally sufficient for placement in NOVUS Agenda.

Monica D. Allen, City Attorney Kristen Love, Deputy City Attorney

#### ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH COOKE DOUGLASS FARR LEMON ARCHITECTS + ENGINEERS PA TO COMPLETE ARCHITECTURAL DESIG SERVICES FOR RENOVATION AND EXPANSION OF THE PLANETARIUM FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the City is working on an initiative to completely renovate and revitalize the Jackson Planetarium; and

WHEREAS, the City is committed to bringing a revolutionary best-in-class immersive experience to the Jackson Planetarium to provide the best educational environment to our citizens and a compelling tourism attraction for visitors at the new Jackson Planetarium; and

WHEREAS, the City in preparing for the renovation of the planetarium which includes the design new interior spaces, rethinking and repurposes existing spaces, and the addition of a new lobby and entrance to serve both the Arts Center and the Planetarium; and

WHEREAS, the Department of Human and Cultural Services is recommending that the City enter into an agreement with Cooke Douglass Farr Lemons Architects + Engineers PA ("CDFL") for the completion of architectural design services for the renovated and expanded Planetarium; and

WHEREAS, CDFL will provide design services for the exhibits within the planetarium resulting in the delivery of all documents associated with the Schematic Design, Design Development, Construction Document, Procurement and Construction Phase Services of architecture design services, as expressed further in the contract; and

WHEREAS, CDFL will use their knowledge and experience in design to create unique spaces and strong facility structure for the guests of the Planetarium; and

WHEREAS, CDFL's previous work with the City of Jackson through the renovation of Thalia Mara Hall, collaborative work on the Two Mississippi Museums, renovation and restoration work for Mississippi College's Alumni Hall and the Mantle co-working space, position them to address the variety of design scenarios presented with this project; and

WHEREAS, the City has selected the scope of work to include Schematic Design, Design Development and Construction Documents phases of architecture design work; and

WHEREAS, the City agrees to compensate CDFL for the services provided under this agreement at a fee not to exceed \$722,857.14; and

WHEREAS, the City agrees that the timeline for completion of this project is no later than May 31, 2023; and

IT IS HEREBY ORDERED that agreement between the City of Jackson and CDFL is hereby authorized;

**IT IS FURTHER ORDERED** that the City of Jackson shall pay Falcon's an estimated amount in FY 2020-2021 not to exceed \$144,571.43.

IT IS FURTHER ORDERED that the city of Jackson shall pay Falcon's an estimated amount in FY 2021-2022 not to exceed \$578,285.71 (and any remainder of what wasn't paid in FY 21).

IT IS FURTHER ORDERED that the Mayor of the City of Jackson is authorized to execute an agreement and related documents with Falcon's for completion of exhibition design services for the renovation of the Planetarium.

### CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET \_\_\_\_\_\_ June 23, 2021 \_\_\_\_\_

DATE

	POINTS	COMMENTS	
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH COOKE DOUGLASS FARR LEMONS ARCHITECTS + ENGINEERS PA TO COMPLETE ARCHITECTURAL DESIGN SERVICES FOR RENOVATION AND EXPANSION OF THE CITY OF JACKSON, MISSISSIPPI.	
<ol> <li>Public Policy Initiative         <ol> <li>Youth &amp; Education</li> <li>Crime Prevention</li> <li>Changes in City Government</li> <li>Neighborhood Enhancement</li> <li>Economic Development</li> <li>Infrastructure and Transportation</li> <li>Quality of Life</li> </ol> </li> </ol>		1, 5, 7	
3. Who will be affected Citizens who		Citizens who visit the Planetarium and visitors who come from out of town to experience downtown and the newly renovated Planetarium.	
		With the renovation of the Planetarium, we are looking to an architectural firm who has experience with the City's Cultural facilities, and a portfolio that speaks to the project needs. In order to create a space that will rival offerings across the nation, we have approached Falcon's Treehouse, LLC, to bring our vision to life. CDFL broad portfolio and local presence speaks directly to the quality of architectural services that will rethink the planetarium and envision the strong new atrium and entrance serving both the Arts Center and the Planetarium – a space worth traveling from far and wide to see and a space that will elevate our citizens exposure to STEM principles and career paths.	
5.	Schedule (beginning date)	Upon execution of agreement, and issuance of a notice to proceed, approximately 21 months ending no later than May 31, 2023.	
6.	Location: • WARD • CITYWIDE (yes or no) (area)	Ward 7 Yes	

	<ul> <li>Project limits if applicable</li> </ul>	
7.	Action implemented by: City Department Consultant	Department of Human and Cultural Services And Cooke Douglass Farr Lemons Architects + Engineers PA
8.	COST	\$722,857.14 (\$144,571.43 in current FY21, \$578,285.71 in FY22)
9.	Source of Funding General Fund Grant Bond Other	General Fund
10.	EBO participation	ABE% WAIVER yes no N/A
		AABE% WAIVER yes no N/A
		WBE % WAIVER yes no N/A
		HBE% WAIVER yes no N/A
		NABE% WAIVER yes no N/A

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Department of Human & Cultural Services



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

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#### **MEMORANDUM**

To:Mayor Chokwe Antar LumumbaFrom:Adriane Dorsey-KiddDepartment of Human and Cultural Services

**Date:** June 23, 2021

Subject: Agenda Item for City Council Meeting

Attached you will find an agenda item for architectural design services for the renovation of the Planetarium. These services are necessary to create the high-quality facility that we want the Planetarium to become with the upcoming renovation.

We are committed to hiring the best in the business to ensure that the facility is a leader in the planetarium space on a national scale. Working in partnership with the exhibition designers, lighting designers and local artists, CDFL will bring a local, experienced guiding design hand to the creation of entirely unique experiences for the Planetarium. Their work the renovation of Thalia Mara Hall, the Two Mississippi Museums, Mississippi College's Alumni Hall renovation, and the Mantle co-working space is testament to their skillset and its unique fit for this project.

The project cost for the scope of work proposed is \$722,857.14. This will be payable across two fiscal years, with all of the funds coming from the anticipated construction loan that the city will take out on or before August 31, 2021, pending City Council approval.

Scope of Work and Deliverables can be found in "Exhibit A" of the contract.

Please free to contact David Lewis at 601-960-1573 with any questions or clarifications you may have.

**Office of the City Attorney** 

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

**OFFICE OF THE CITY ATTORNEY** 

This ORDER AUTHORIZING THE MAYOR TO EXECUE AN AGREEMENT AND RELATED DOCUMENTS WITH COOKE DOUGLASS FARR LEMONS ARCHITECTS + ENGINEERS PA TO COMPLETE ARCHITECTURAL DESIGN SERVICES FOR RENOVATION AD EXPANSION OF THE PLANETARIUM FOR THE CITY OF JACKSON, MISSISSIPPI is legally sufficient for placement in NOVUS Agenda.

ne. and Monica D. Allen, City Attorney DATE Kristen Love

#### ORDER AUTHORIZING THE SUBMISSION OF THE TEAMS AFFILIATED MUSEUMS AND INFORMAL ENGAGING INSTITUTIONS (TEAM II) GRANT APPLICATION THROUGH NASA FOR THE RUSSELL C. DAVIS PLANETARIUM

ACK TO THE THE OPT WHEREAS, the City of Jackson, Mississippi ("City of Jackson") and the Cultural Services Division of the Department of Human and Cultural Services are committed to reopening and continued success of the Russell C. Davis Planetarium; and

WHEREAS, the Russell C. Davis Planetarium pursues strategies, goals, objectives and priorities relevant to Science, Technology, Engineering and Mathematics (STEM) education in an effort to provide inquiry- and experiential-based educational opportunities for students that are in direct alignment to major NASA missions; thus, qualifying the Planetarium to apply for the TEAM II Grant through NASA; and

WHEREAS, the City of Jackson on behalf of the Russell C. Davis Planetarium qualifies to receive funds equivalent of up to \$800,000 of the facility to be used for support for projects, initiatives, consulting, and other work related to the renovation and reopening of the Planetarium.

IT IS HEREBY ORDERED that the Mayor is authorized to submit a Teams Engaging Affiliated Museums and Informal Institutions Grant application through NASA on behalf of the City of Jackson, MS, and if awarded, the funds will be accepted from said grant opportunity and the Mayor is authorized to execute any and all documents related thereto.

> Agenda Item No. 16 Agenda Date: July 6, 2021 (KIDD, LUMUMBA)

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

#### 6/10/21 DATE

	POINTS	COMMENTS	
1.	Brief Description/Purpose	Authorizes the Mayor and Russell C. Davis Planetarium to submit for the NASA Teams Engaging Affiliated Museums and Informal Institutions (TEAM II) grant application through NASA.	
2,	Public Policy Initiative         1. Youth & Education         2. Crime Prevention         3. Changes in City Government         4. Neighborhood Enhancement         5. Economic Development         6. Infrastructure and Transportation         7. Quality of Life	Economic Development and Quality of Life	
3.	Who will be affected	The City of Jackson, its citizens, students statewide, visitors, and tourists.	
4.	Benefits	Potential grant funding for Russell C. Davis Planetarium.	
5.	Schedule (beginning date)		
6.	Location:       Citywide         WARD       Citywide         CITYWIDE (yes or no) (area)       Citywide         Project limits if applicable       Citywide		
7.	Action implemented by: City Department Consultant		
8.	COST	\$0	
9.	Source of Funding General Fund Grant Bond Other		
10.	EBO participation	ABE       %       WAIVER       yes       no       N/A         AABE       %       WAIVER       yes       no       N/A         WBE       %       WAIVER       yes       no       N/A         HBE       %       WAIVER       yes       no       N/A         NABE       %       WAIVER       yes       no       N/A	

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Revised 2-04

Department of Human and Cultural Services



1000 Metrocenter, Suite 101 Post Office Box 17 Jackson, Mississippi 39205-0017

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#### **MEMORANDUM**

TO:	Mayor Chokwe Antar-Lumumba
FROM:	Adriane Dorsey-Kido, Director Department of Human and Cultural Services
DATE:	June 10, 2021

NASA Grant Application for Planetarium SUBJECT:

This order authorizes the Mayor and Russell C. Davis Planetarium to submit a grant application for the NASA Teams Engaging Affiliated Museums and Informal Institutions (TEAM II) grant.

It is for the following funding request:

GRANT AMOUNT 2021 NASA Teams Engaging Affiliated Museums Up to \$800,000.00 and Informal Institutions (TEAM II) grant

AK/jdl

**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**

And King Strange This ORDER AUTHORIZING THE SUBMISSION OF THE TEAMS ENGAGING AFFILIATED MUSEUMS AND INFORMAL INSTITUTIONS (TEAM II) GRANT **APPLICATION THROUGH NASA FOR THE RUSSELL C. DAVIS PLANETARIUM is** legally sufficient for placement in NOVUS Agenda.

Monica D. Allen, City Attorney

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### ORDER AUTHORIZING THE MAYOR TO APPLY TO CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT AREA AGENCY ON AGING FOR GRANTS TO PROVIDE CONGREGATE MEALS, HOME-DELIVERED MEALS, TRANSPORTATION, AND OUTREACH SERVICES TO ELDERLY INDIVIDUALS FOR THE 2021-2022 FISCAL YEAR (ALL WARDS).

WHEREAS, the City of Jackson has been providing congregate meals, home-delivered meals, transportation, and outreach services to elderly individuals and individuals with disabilities since 1972; and

WHEREAS, the City of Jackson was awarded \$725,427 in grant funds by Central Mississippi Planning and Development District Area Agency on Aging and \$7,414 in State funds to provide congregate meals, home-delivered meals, transportation, and outreach services during the 2020-2021 fiscal year; and

WHEREAS, the City contributed matching funds in the amount of \$248,474 for the 2020-2021 fiscal year; and

WHEREAS, during the current fiscal year, the City of Jackson has served 264 individuals in the Congregate Meals Program, 329 individuals in the Home-Delivered Meals Program, 245 individuals in the Transportation Program, and 552 individuals its Outreach Services Program; and

WHEREAS, it is in the best interest of the City of Jackson and its citizenry to continue providing the referenced services; and

WHEREAS, it is also in the best interest of the City of Jackson to apply for funding from the Central Mississippi Planning and Development District Area on Aging for the 2021-2022 fiscal year in order to ensure the continued provision of the services;

IT IS HEREBY ORDERED that the Mayor be authorized to submit an application to Central Mississippi Planning and Development District Area Agency on Aging for funding to support the of Congregate Meals, Home-Delivered Meals, Transportation, and Outreach Services Programs for the 2021-22 fiscal year.

> Agenda Item No. 17 Agenda Date: July 6, 2021 (KIDD, LUMUMBA)

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

#### DATE: 6/25/21

	POINTS	COMMENTS	
1.	Brief Description/Purpose	Item authorizes Mayor to submit an application to CMPDD Area Agency on Aging for funding to support City's provision of meals, transportation, and outreach services to elderly citizens (All Wards).	
2.	Public Policy Initiative         O       Youth & Education         O       Crime Prevention         O       Changes in City Government         O       Neighborhood Enhancement         O       Economic Development         O       Infrastructure and Transportation         O       Quality of Life	Quality of Life	
3.	Who will be affected	Elderly citizens in the City of Jackson will be affected.	
4.	Benefits	Programs improve the quality of life for elderly residents of the City of Jackson.	
5.	Schedule (Beginning date) (Completion date)	Application to be submitted upon council approval. The funding period is October 1, 2021 - September 30, 2022.	
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Citywide	
7.	Action implemented by: o Mayor's Office o City Department o Consultant	Department of Human and Cultural Services Senior Services Division	
8.	COST	City's match to be determined if funds are awarded by CMPDD	
9.	Source of Funding o General Fund o Enterprise o Grant o Bond Other	Federal State Local Program Income	
10.	EBO participation	ABE       %       WAIVER       yes       no       N/A       X         AABE       %       WAIVER       yes       no       N/A       X         WBE       %       WAIVER       yes       no       N/A       X         HBE       %       WAIVER       yes       no       N/A       X         HBE       %       WAIVER       yes       no       N/A       X         NABE       %       WAIVER       yes       no       N/A       X	

#### MEMO

TO:	The Honorable Chokwe	e A. Lumumba, Mayor
	City of Jackson	

FROM: Adriane Kidd, Ed.D., Director Department of Human and Cultural Services

DATE: June 25, 2021

#### SUBJECT: ORDER AUTHORIZING APPLICATION FOR CMPDD CONTRACTUAL AGREEMENT

This Order will authorize you to apply to Central Mississippi Planning and Development District for funds to provide Congregate Meals, Home-Delivered Meals, Transportation, and Outreach Services to the elderly citizens in the City of Jackson. The authority of the governing authorities to apply for the grant is required. Should the grant be awarded, a contract will be provided for execution. The funding period begins October 1, 2021 through September 30, 2022 with the annual contract being under \$1,000,000.00.

Should you desire 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**

HANDLER G HAI BODA This ORDER AUTHORIZING THE MAYOR TO APPLY TO CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT AREA AGENCY ON AGING FOR GRANTS TO PROVIDE CONGREGATE MEALS, HOME-DELIVERED MEALS, TRANSPORTATION, AND OUTREACH SERVICES TO ELDERLY INDIVIDUALS FOR THE 2021-2022 FISCAL YEAR is legally sufficient for placement in NOVUS Agenda.

Monica D. Allen, City Attorney

Date



#### ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACTUAL AGREEMENT WITH THE JACKSON MEDICAL MALL FOUNDATION FOR THE 2021-2022 FISCAL YEAR FOR THE SENIOR TRANSPORTATION PROGRAM OF THE CITY OF JACKSON (All Wards).

WHEREAS, the City of Jackson, Mississippi ("City of Jackson"), implemented the Senior Transportation Program in 1972, and has continued the provision of said services since that time; and

WHEREAS, during the current fiscal year the City of Jackson served 250 persons in the Senior Transportation Program; and

WHEREAS, the Central Mississippi Planning and Development District/Area Agency on Aging has informed the City of Jackson that it is eligible to receive anticipated federal funds in the amount of One Hundred Forty-Two Thousand and One Hundred and Fifteen Dollars (\$142,115); and

WHEREAS, Mississippi Department of Transportation has informed the City of Jackson that it is eligible to receive federal funds in the amount of Two Hundred Fourteen Thousand and Eight Hundred and Eighty Five Dollars (\$214,885); and

WHEREAS, the City must provide a twenty – five percent (25%) local cash match in the amount of Forty Seven Thousand Three Hundred and Seventy Two Dollars (\$47,372) for the grant with Central Mississippi Planning and Development District/Area Agency on Aging; and One Hundred Fifty Two Thousand and Six Hundred Twenty Eight Dollars (\$152,628) for the operation of the Senior Transportation Program; for a total local cash match in the amount of Two Hundred Thousand Dollars (\$200,000).

IT IS HEREBY ORDERED that the Mayor be authorized to execute a Contractual Agreement with the Jackson Medical Mall Foundation for the Senior Transportation Program for the period of October 1, 2021 through September 30, 2022.

IT IS FURTHER ORDERED that when awarded, the City of Jackson accepts and is authorized to receive additional funding from the Central Mississippi Planning and Development District/Area Agency on Aging (\$142,115) and the Mississippi Department of Transportation (\$152,628).

IT IS FURTHER ORDERED that the local match of Two Hundred Thousand Dollars (\$200,000) be provided from the General Fund, if said funds are allocated to the City from the above referenced entities.

Agenda Item No. 18 Agenda Date: July 6, 2021 (KIDD, LUMUMBA)

### CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

<u>6/25/21</u> DATE

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	POINTS	COMMENTS	
1.	Brief Description/Purpose	Contractual Agreement with the Jackson Medical Mall Foundation for the 2021-22 Fiscal Year for the Senior Transportation Program.	
2.	Mayoral Priority Addressed o Public Safety o Economic Development o Housing o Infrastructure o Education	None	
3.	Public Policy Initiative         O       Youth & Education         O       Crime Prevention         O       Changes in City Government         O       Neighborhood Enhancement         O       Economic Development         O       Infrastructure and Transportation         O       Quality of Life	Quality of Life	
4.	Who/What will be affected & Benefits	Program improves the quality of life for elderly residents of the City of Jackson.	
5.	o Contract o Project (Beginning date) (Completion date)	October 1, 2021 -September 30, 2022	
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	City wide	
7.	Action implemented by: o Mayor's Office o City Department o Consultant	Department of Human and Cultural Services Senior Services Division	
8.	COST	\$557,000	
9.	Source of Funding o General Fund o Enterprise o Grant o Bond Other	Federal (CMPDD)       \$142,115         Federal (MDOT)       \$214,885         Local       \$200,000       Acct. #433.00 6778	
10.	EBO participation	ABE       %       WAIVER       yes       no       N/A         AABE       %       WAIVER       yes       no       N/A         WBE       %       WAIVER       yes       no       N/A         HBE       %       WAIVER       yes       no       N/A         NABE       %       WAIVER       yes       no       N/A	

#### MEMO

TO:	The Honorable Chokwe A. Lumumba	
	Mayor	1
	ANY	)

FROM: Adriane Kidd, Ed.D., Director Department of Human and Cultural Services

DATE: June 25, 2021

## SUBJECT: ORDER AUTHORIZING CONTRACTUAL AGREEMENT WITH THE JACKSON MEDICAL MALL FOUNDATION

This agenda item authorizes the execution of a contractual agreement with the Jackson Medical Mall Foundation for the Senior Transportation Program in the City of Jackson. The term period is from October 1, 2021 through September 30, 2022. Funding to be applied is as follows: Federal – Central Mississippi Planning and Development District - \$142,115; Federal – Mississippi Department of Transportation - \$214,885; and the City of Jackson – \$200,000. The total cost of the program is \$557,000.

Should you desire additional information, please do not hesitate to notify 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 MAYOR TO EXECUTE A CONTRACTUAL AGREEMENT WITH THE JACKSON MEDICAL MALL FOUNDATION FOR THE 2021-20211 FISCAL YEAR FOR THE SENIOR TRANSPORTATION PROGRAM OF THE CITY OF JACKSON is legally sufficient for placement in NOVUS Agenda.

Monica D. Allen, City Attorney

## ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS WITH TOSHIBA BUSINESS SOLUTIONS TO PROVIDE EQUIPMENT LEASING, SUPPORT, AND MAINTENANCE FOR THE TRANSPORTATION SYSTEM (JTRAN)

WHEREAS, on March 26, 2021, the Department of Planning and Development, through its Transit Division, issued Request for Quotes for equipment leasing, support, and maintenance for the transportation system; and

WHEREAS, Toshiba Business Solutions proposed to provide high quality equipment leasing, support, and maintenance service that does not require a sacrifice in personal relationships by installation, equipment, training, and maintenance services; and

WHEREAS, based on the best value procurement policy, the Transit Division determined that Toshiba Business Solutions will provide the best value in equipment leasing, support, and maintenance service, and Toshiba Business Solutions to be the most responsive proposer to the March 26, 2021, Request for Quotes; and

WHEREAS, the total cost for the equipment leasing for three (3) years is not to exceed \$17,460.00, \$0.0045 for black & white copies, and \$0.03 for color copies and is funded at 80% federal and 20% general fund; and

WHEREAS, the contract with Toshiba Business Solutions is subject to a financial assistance contract between the City of Jackson and the U.S. Department of Transportation (USDOT), Federal Transit Administration (FTA).

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the Agreement and related documents with Toshiba Business Solutions to provide equipment leasing, support, and maintenance for the transportation system (JTRAN) for three (3) year at a cost not to exceed \$17,460.00 for equipment leasing, \$0.0045 for black & white copies, and \$0.03 for color copies.

IT IS FURTHER ORDERED that the agreement may be renewed under the same terms and conditions up to two (2) additional years, at a cost not to exceed \$11,640 for equipment leasing, \$0.0045 for black & white copies, and \$0.03 for color copies, subject to the right of the succeeding governing authorities to void.

Agenda Item No. 19 Agenda Date: July 6, 2021 (HILLMAN, LUMUMBA)

	POINTS	COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS WITH TOSHIBA BUSINESS SOLUTIONS TO PROVIDE EQUIPMENT LEASING, SUPPORT, AND MAINTENANCE FOR THE TRANSPORTATION SYSTEM AT JTRAN
2.	Public Policy Initiative1. Youth & Education2. Crime Prevention3. Changes in City Government4. Neighborhood Enhancement5. Economic Development6. Infrastructure & Transportation7. Quality of Life	6. Infrastructure & Transportation.
3.	Who will be affected	All citizens and visitors of the City of Jackson
4.	Benefits	All citizens and visitors of the City of Jackson
5.	Schedule (beginning date)	Upon signing of contract
6.	Location:	Department of Planning & Development/Office of Transportation/All Wards
7.	Action implemented by: City Department	Department of Planning & Development Office of Transportation
8.	COST	Year 1-3: \$17,460.00 for equipment leasing \$0.0045 for black & white copies \$0.03 for color copies Year 4-5: \$11,640 for equipment leasing \$0.0045 for black & white copies \$0.03 for color copies
9.	Source of Funding General Fund X Grant X Bond Other	187.565.20.6514: \$29,100.00 (\$485 per month) equipment \$0.0045 Black & White copies \$0.03 Color copies FY2021: \$1,455 equipment \$5,820 per year afterwards <u>Grant</u> MS.2020.001.00 AL1 44.24.00 (\$23,280)/JT00130005, JT00130009, JT00130011 <u>Project</u> JT00130005, JT00130009, JT00130011: \$5,820
10.	EBO participation	DBE       %       WAIVER       yes       no       X       N/A         AABE       %       WAIVER       yes       no       N/A       X         WBE       %       WAIVER       yes       no       N/A       X         HBE       %       WAIVER       yes       no       N/A       X         HBE       %       WAIVER       yes       no       N/A       X         NABE       %       WAIVER       yes       no       N/A       X

### CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 6/22/2021

### MEMORANDUM

TO:	Choke A. Lumumba, Mayor	
THRU:	Jordan Hillman, Director Department of Planning & Developme	
FROM:	Christine F. Welch, Deputy Director Office of Transportation M	
DATE:	June 3, 2021	

**RE:** Agenda Item for June 22, 2021 City Council Meeting

The attached agenda item authorizes the Mayor to enter into an Agreement with Toshiba Business Solutions for the provision of equipment leasing, support, and maintenance services for the transportation system at JTRAN.

On March 26, 2021, the Department of Planning and Development, Office of City Planning, Transit Services Division, released a Request for Quotes (RFQ) for a contractor for equipment leasing, support, and maintenance service for the transportation system at JTRAN. The City determined that Toshiba Business Solutions was the most responsive and responsible provider.

Toshiba Business Solutions is the "Best Value" solution for the City of Jackson based on the final Best and Final Offer "BAFO" submitted.

If you have any questions, please call Christine Welch, Deputy Director (601) 960-1909 or e-mail <u>cwelch@jacksonms.gov</u>.

**Office of the City Attorney** 

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

### **OFFICE OF THE CITY ATTORNEY**

This ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS WITH TOSHIBA BUSINESS SOLUTIONS TO PROVIDE EQUIPMENT LEASING, SUPPORT, AND MAINTENANCE FOR THE TRANSPORTATION SYSTEM (JTRAN) is legally sufficient for placement in NOVUS Agenda.

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

# ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM TWO (2) VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS

WHEREAS, the Transit Services Division of the Department of Planning and Development had need of certain necessary parts, equipment, and services necessary to the operation and maintenance of the City's transit system; and

WHEREAS, due to exigent circumstances, the purchase and procurement of these necessary parts, equipment, and services was done without prior approval by the governing authorities; and

WHEREAS, the parts and equipment set forth in the invoices were delivered and used in the operation and maintenance of the City's transit system; and

WHEREAS, in order to ensure the continued and proper operation and maintenance of the City's transit system, the Transit Services Division is requesting that the purchases and procurement of services from two (2) vendors be ratified and authorized for payment:

	Date	Vendor Name	Purchases/Services	Amount
1.	6/25/2021	SynTech	The transit facility has an onsite fueling system. On 5/4/2021, the system stopped working; and we had to acquire Technical Support to get the system back working. Currently, we do not have a Maintenance nor Technical Support contract for this system.	\$155.00
2.	6/25/2021	RJ Young	The City's contract expired on 2/27/2021; but transit has been utilizing the company to provide copier service until a signed contract is processed.	\$54.87
			Grand Total	\$209.87

IT IS, THEREFORE, ORDERED that the purchases and procurement of services from two (2) vendors be authorized and payment made to SynTech at a cost not to exceed \$155.00 and RJ Young at a cost not to exceed \$54.87.

Agenda Item No. 20 Agenda Date: July 6, 2021 (HILLMAN, LUMUMBA)

1	POINTS	COMMENTS	
1.	Brief Description/Purpose	ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM TWO (2) VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS	
2.	Public Policy Initiative1. Youth & Education2. Crime Prevention3. Changes in City Government4. Neighborhood Enhancement5. Economic Development6. Infrastructure & Transportation7. Quality of Life	Infrastructure & Transportation	
3.	Who will be affected	All residents and visitors of the City of Jackson.	
4.	Benefits	All residents and visitors of the City of Jackson.	
5.	Schedule (beginning date)		
6.	Location:	JAMF	
7.	Action implemented by: City Department	Department of Planning & Development Transportation Planning Division	
8.	COST	\$209.87	
9.	Source of Funding General Fund X Grant X Bond Other	187.565.10.6461: \$155.00 187.565.20.6514: \$54.87 Grant: MS.2020.001.00: \$167.90 General Fund: \$41.97	
10.	EBO participation	ABE       % WAIVER       yes       no       N/A X         AABE       % WAIVER       yes       no       N/A X         WBE       % WAIVER       yes       no       N/A X         HBE       % WAIVER       yes       no       N/A X         NABE       % WAIVER       yes       no       N/A X	

#### CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 6/8/2021

### **MEMORANDUM**

TO: Chokwe A. Lumumba, Mayor
THRU: Jordan Hillman, Director Department of Planning & Development
FROM: Christine Welch, Deputy Director Office of Transportation
DATE: June 16, 2021
RE: Agenda Item for July 6, 2021 City Council Meeting

The attached agenda item is an order ratifying purchases and procurement of services from certain vendors and authorizing payments to said vendors. Due to exigent circumstances, the purchase and procurement of these necessary parts, equipment, and services was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson.

If you have any questions, please call Christine Welch, Deputy Director, Office of Transportation at (601) 960-1909 or e-mail <u>cwelch@jacksonms.gov</u>

**Office of the City Attorney** 

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

### **OFFICE OF THE CITY ATTORNEY**

This ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM TWO (2) VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS is legally sufficient for placement in NOVUS Agenda.

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

# ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS WITH SCHINDLER ELEVATOR CORPORTATION TO PROVIDE ELEVATOR MAINTENANCE SERVICES AT THE JTRAN ADMINISTRATIVE/MAINTENANCE FACILITY (JAMF) FOR THIRTY-SIX (36) MONTHS COMMENCING JULY 1, 2021

WHEREAS, the City of Jackson, Mississippi is in need of elevator maintenance services at the JTRAN Administrative/Maintenance Facility, 1785 Highway 80 W, Jackson, Mississippi 39204; and

WHEREAS, on April 1, 2021, the Department of Planning and Development, Transit Division, issued a Request for Quotes for elevator maintenance services for the elevator located at the JTRAN Administrative/Maintenance Facility; and

WHEREAS, in response to said Request for Quotes, the only Respondent, Schindler Elevator Corporation, proposed to provide the maintenance services for \$2,160.00 per year; and

WHEREAS, based on Schindler Elevator Corporation's experience and prior knowledge, of the equipment at the JTRAN Administrative/Maintenance Facility, the Transit Division is recommending that the City enter into an agreement with Schindler Elevator to provide the services at a cost not to exceed \$2,160.00 per year, which is covered by 80% FTA funds and 20% local match.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute the agreement and related documents with Schindler Elevator Corporation to provide elevator maintenance services at the JTRAN Administrative and Maintenance Facility at a cost not to exceed \$2,160.00 per year commending July 1, 2021 through June 30, 2024.

IT IS FURTHER ORDERED that the services shall be paid using Federal Transit Administration grant funds at 80% (\$1,728.00) and local match from General Fund at 20% (\$432.00).

Agenda Item No. 21 Agenda Date: July 6, 2021 (HILLMAN, LUMUMBA)

POINTS		COMMENTS		
1,	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO ENTER INTO A THIRTY-SIX (36) MONTH AGREEMENT WITH SCHINDLER ELEVATOR CORPORTATION FOR ELEVATOR MAINTENANCE TO BE USED BY THE CITY OF JACKSON AT THE JTRAN ADMINISTRATIVE/MAINTENANCE FACILITY (JAMF) COMMENCING JULY 1, 2021		
2.	Public Policy Initiative1. Youth & Education2. Crime Prevention3. Changes in City Government4. Neighborhood Enhancement5. Economic Development6. Infrastructure & Transportation7. Quality of Life	6. Infrastructure & Transportation.		
3.	Who will be affected	Residents and visitors of JAMF		
4.	Benefits	Residents and visitors of JAMF		
5.	Schedule (beginning date)	July 1, 2021		
6.	Location:	Department of Planning & Development/Office of Transportation/All wards		
7,	Action implemented by: City Department	Department of Planning & Development Office of Transportation		
8.	COST	\$2,160.00 annually		
9.	Source of Funding General Fund x Grant x Bond Other	Grant#: \$1,728.00 MS-2020.004.00/ALI 11.71.00 General Fund: \$432.00 (187.565.80.6419)		
10.	EBO participation	ABE       %       WAIVER       yes       no       N/A         X       X       NABE       %       WAIVER       yes       no       N/A         X       X       WAIVER       yes       no       N/A         X       WBE       %       WAIVER       yes       no       N/A         X       WBE       %       WAIVER       yes       no       N/A         HBE       %       WAIVER       yes       no       N/A         X       NABE       %       WAIVER       yes       no       N/A		

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE 7/6/2021

# MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Jordan Hillman, Director Department of Planning & Development

FROM: Christine Welch, Deputy Director Office of Transportation

**DATE:** June 21, 2021

RE: Agenda Item for July 6, 2021 City Council Meeting

The attached agenda item authorizes the Mayor to enter into an Agreement with Schindler Elevator Corporation to maintain the elevator at the City of Jackson's JTRAN Administration and Maintenance Facility for a thirty-six-month period from July 1, 2021 to June 30, 2024 for an amount not to exceed \$2,160.00 per year.

On April 1, 2021, the City of Jackson's Office of Transportation issued a request for quotes to contractors to provide elevator maintenance contracts for the elevator located at JAMF, 1785 Highway 80W. There was only one company that submitted a quote: Schindler Elevator Corporation.

The Office of Transportation was previously advised by the Department of Public Works that JTRAN Administration and Maintenance Facility's elevator could not be added to the City's master agreement.

It is the recommendation of this department that this application submittal be approved. If you have any questions, please call Christine Welch, Deputy Director, Department of Planning and Development/Office of Transportation at (601) 960-1909 or e-mail <u>cwelch@city.jackson.ms.us</u>.

**Office of the City Attorney** 

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

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# **OFFICE OF THE CITY ATTORNEY**

This ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS WITH SCHINDLER ELEVATOR CORPORTATION TO PROVIDE ELEVATOR MAINTENANCE SERVICES AT THE JTRAN ADMINISTRATIVE/MAINTENANCE FACILITY (JAMF) FOR THIRTY-SIX (36) MONTHS COMMENCING JULY 1, 2021 is legally sufficient for placement in NOVUS Agenda.

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

## ORDER RATIFYING A CONTRACT WITH FOUR SEASONS ENTERPRISES, LLC FOR DEBRIS REMOVAL NECESSITATED BY THE WIND STORM EVENT ON MAY 4, 2021.

WHEREAS, on or about May 4, 2021, the City of Jackson experienced a storm event with high winds and rain leaving multiple downed trees within the right of way; and

WHEREAS, the City of Jackson needs to remove the downed trees to minimize any delays to first responders and protect the public; and

WHEREAS, the City of Jackson Maintenance crews cannot perform the removal of downed trees in a timely manner because Solid Waste Division maintenance crews do not have the manpower or equipment; and

WHEREAS, The Department of Public Works requested this emergency be invoked to help remove the downed trees and haul them off to ensure the safety of the public is preserved following storm event; and

WHEREAS, because of the public safety issues the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to the emergency procurement process, the Mayor and the authorized representative of Four Seasons Enterprises, LLC executed a contract for the removal of debris caused by the storm event, in an amount not to exceed \$500,000.00, which is attached to this Order and made a part of these minutes and

WHEREAS, the scope of work for the contract includes debris removal and basic labor to remove limbs and other debris from the street and yards of individual dwellings; and hauling, and removal of debris from the site for legal disposal; and

WHEREAS, payment will be based on the number of cubic yards of material disposed at a cost of \$90.00 per cubic yard, which per yard price is based on an estimated maximum quantity of 3000 cubic yards; and

IT IS THEREFORE ORDERED that the contract with Four Seasons Enterprises, LLC in an amount not to exceed \$500,000.00 without further authorization of the governing authorities for debris removal necessitated by the wind storm on May 4, 2021 is ratified.

> Agenda Item No. 22 Agenda Date: July 6, 2021 (WILLIAMS, LUMUMBA)

### CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE 06/28/2021

	POINTS	COMMENTS
1.	Brief Description/Purpose	ORDER RATIFYING A CONTRACT WITH FOUR SEASONS ENTERPRISES, LLC FOR DEBRIS REMOVAL NECESSITATED BY THE WIND STORM EVENT ON MAY 4, 2021
2.	Public Policy Initiative         1. Youth & Education         2. Crime Prevention         3. Changes in City Government         4. Neighborhood Enhancement         5. Economic Development         6. Infrastructure and Transportation         7. Quality of Life	Quality of Life Infrastructure and Transportation
3.	Who/What will be affected Benefits	The City's residents
4.	Benefits	The purpose of this contract is to remove debris left and caused by the wind storm event on May 4, 2021.
5.	Schedule 1. Contract 2. Project (Beginning date) (Completion date)	As soon as possible
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	Citywide
7.	Action initiated by: <ul> <li>Mayor's Office</li> <li>City Department</li> <li>Consultant</li> </ul>	Department of Public Works and Solid Waste
8.	COST	Not to exceed \$500,000.00
9.	Source of Funding  General Fund  Fund  Fund  Fund  Source of Funding  Source of Funding	Solid Waste 009-506.10.6419
10.	EBO participation	ABE         %         WAIVER         Yes         No         N/A           AABE         %         WAIVER         Yes         No         N/A           WBE         %         WAIVER         Yes         No         N/A           HBE         %         WAIVER         Yes         No         N/A           HBE         %         WAIVER         Yes         No         N/A           NABE         %         WAIVER         Yes         No         N/A



**City of Jackson Department of Public Works** 

To: Mayor Chokwe A. Lumumba

From: Dr. Charles Williams, Public Works Director/City Engineer

<b>Council Agenda Item Briefing Memo</b>	
	4

TABUNGH LIVING	ORDER RATIFYING A CONTRACT WITH FOUR SEASONS ENTERPRISES, LLC FOR DEBRIS REMOVAL NECESSITATED BY THE
	WIND STORM EVENT ON MAY 4, 2021

Item #:	Mar. J. T. 1. C. 0001
<b>Council Meeting:</b>	Regular Council Meeting, July 6, 2021
Consultant/Contractor:	N/A
EBO:	N/A
Purpose:	To ratify a contract with PDT Logistics LLC for debris removal after the recent inclement weather event.
Cost:	An amount not to exceed \$500,000
Project/Contract Type: Funding Source:	Solid Waste Fund 009-506.10.6419
Schedule/Time: DPW Manager:	Lakesha Weathers

Background: The May 4, 2021 wind storm event downed numerous trees. These trees needed to be removed from the City rights-of-way and resident's homes where they were blocking access. The Solid Waste Division did not have the personnel and equipment to remove the trees and haul them to a legal disposal site. The Mayor invoked the Emergency Purchasing Procedure authorized by to state law to expedite procurement. The Solid Waste Division entered into contracts with PDT Logistics LLC and Four Seasons to remove the downed trees and other debris caused by the May 4 wind storm event. A contract in an amount not to exceed \$500,000 has been executed by the Mayor and the authorized representative of Four Seasons Enterprises, LLC consistent with state law and this contact is being brought to the City Council for ratification.

Office of the City Attorney

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

# **OFFICE OF THE CITY ATTORNEY**

This ORDER RATIFYING A CONTRACT WITH FOUR SEASONS ENTERPRISES, LLC FOR DEBRIS REMOVAL NECESSITATED BY THE WIND STORM EVENT ON MAY 4, 2021 is legally sufficient for placement in NOVUS Agenda.

( MONICA D. ALLEN, CITY ATTORNEY

Terry Williamson, Legal Counsel

2021

#### DECLARATION OF EMERGENCY TO INVOKE EMERGENCY CONTRACT PROCEDURE

#### I. REQUEST

The City of Jackson experienced a storm event with high winds and rain leaving multiple downed trees within the right of way. The City of Jackson needs to remove the downed trees to minimize any delays to first responders and protect the public. The City of Jackson Maintenance crews cannot perform the removal of downed trees in a timely manner due to Streets, Bridges & Drainage maintenance crews do not have the manpower or equipment. The Department of Public Works request this emergency be invoked to help remove the downed trees and haul off to ensure the safety of the public is adhered too from the storm event.

Accordingly, I request that you declare this situation an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the City to retain contractors to remove downed trees and haul off resulting from the May 4, 2021 storm event, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and to execute and accept such other documents as necessary to accomplish said repair.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Charles Williams Jr., PE, PhD. I have also obtained the review and approval of the Office of the City Attorney and Administration Department as evidenced by the signatures below.

Charle Well !!

Charles Williams Jr., PE, PhD Director/City Engineer

**REVIEWED AND APPROVED** LaaWanda Horton Director of Administration

Monica Allen

City Attorney

Marlin King Chief Administrative Officer

5/4/2024

DATE

### III. DECLARATION OF EMERGENCY

I hereby determine that the May 4, 2021 storm event resulting in multiple downed trees throughout the City of Jackson delaying first responders and endangering the public is defined under Section of 31-7-1, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and that the City is authorized to enter into contracts for downed trees resulting from the May 4, 2021 storm event, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and execute and accept such other documents and instruments as necessary to accomplish said removal and hauling of downed trees.

Accordingly, this request is approved.

CHOKWE ANTAR LUMUMBA Mayor

4/2021

# M E M O R A N D U M

Department of Public Works (601) 960-2090



TO:	Mayor, Chokwe Antar Lumumba Mayor
FROM:	Mayor Charles E. Williams Jr., P.E., PhD, Director/City Engineer Department of Public Works
CC:	Erica, Thomas, Public Works Fiscal Officer
DATE:	May 4, 2021
RE:	Downed Trees from May 4, 2021 Storm Event

The City of Jackson experienced a storm event with high winds and rain leaving multiple downed trees within the right of way. The City of Jackson needs to remove the downed trees to minimize any delays to first responders and protect the public. The City of Jackson Maintenance crews cannot perform the removal of downed trees in a timely manner due to Streets, Bridges & Drainage maintenance crews do not have the manpower or equipment. The Department of Public Works request this emergency be invoked to help remove downed trees and haul off to ensure the safety of the public is adhered too from the storm event.

The City does not have the personnel or equipment to adequately remove the downed trees threatening the welfare and safety of the Public. Because of the imminent threat to public health and safety, I recommend that the City enter into a tree removal and hauling contract as provided for in Section 31-7-13(k) of the Mississippi Code Annotated of 1972.

#### **DEBRIS REMOVAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this the <u>27</u> day of <u>May</u> by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation and political subdivision of the State of Mississippi, (hereinafter referred to as "CITY"), and FOUR SEASONS ENTERPRISES LLC, a corporation duly authorized to do business in the State of Mississippi, (hereinafter referred to as "CONTRACTOR").

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

- 1. SCOPE OF SERVICES. CONTRACTOR hereby agrees to provide the services and/or materials under this Agreement pursuant to the <u>May 5, 2021</u> Proposal (Attachment 1) (hereinafter to as "Services"). Work will commence only upon a CITY-issued Notice to **Proceed.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.
- 2. TERM OF AGREEMENT. The Term of this Agreement for Services is sixty (60) days from the date of the Notice to Proceed. Time is of the essence in the completion of the Services. Liquidated damages of \$100.00 per day will be assessed for each day all debris designated by the CITY to be removed under this Agreement has not been removed and properly disposed.
- 3. PAYMENT TO CONTRACTOR. CONTRACTOR shall receive from CITY the amounts set forth in the May 5, 2021 Proposal. Where a monthly invoice is submitted for work performed to the date of the invoice, the payment to CONTRACTOR shall be based on price per cubic yard based on the submitted proposal from the CONTRACTOR. Under no circumstances shall CITY be obligated to pay CONTRACTOR a total contract amount in excess of \$500,000.00 unless CONTRACTOR and CITY agree in writing to an Amendment to the total contract amount and such Amendment is first authorized by the governing authorities of the CITY.

A Contract Purchase Order number will be assigned to encumber the funds associated with this Agreement and must appear on the invoice.

**INVOICES:** CONTRACTOR may submit monthly invoice for services rendered. Invoices shallinclude a statement of progress and appropriate detail to satisfy CITY and current FEMA requirements. Invoices must reference the Contract Purchase Order number. CITY will pay CONTRACTOR within forty-five (45) days upon receipt of an invoice for all undisputed amounts, withholding retainage and any liquidated damages assessed. In the event that payment is not made within forty-five (45) days CITY will pay interest at the rate of 1.5% per month.

Invoices shall be delivered to:

Attn: Dr. Charles Williams, Jr. PE, PhD DPW Director/City Engineer, Warren Hood Administration Building200 South President Street Jackson, Mississippi 39201

**RETAINAGE:** A 10% retainage will be held until the end of the project. In order to recover the retainage, CONTRACTOR must successfully complete, and receive a letter of completion from the City, for all work designated by the CITY. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the CITY to repair damages caused by CONTRACTOR to public or private property.

4. INDEPENDENT CONTRACTOR. CITY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of CITY for any purpose in the performance of Contractor's duties under this Agreement. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Agreement. For purposes of this Agreement, taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. INSURANCE AND INDEMNITY. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the CITY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Agreement or the actions of the CONTRACTOR or its officials, employees, or contractors under this Agreement or under contracts entered into by the CONTRACTOR in connection with this Agreement. This indemnification shall survive the termination of this Agreement.

In addition, CONTRACTOR shall comply with the Mississippi Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. CONTRACTOR shall also maintain Employers' Liability insurance limits of not less than \$1,000,000 per accident and \$1,000,000 each employee for injury by disease. Additionally, CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

\$1,000,000 per occurrence /\$2,000,000 aggregate --- Bodily Injury Liability, and \$1,000.000 - per occurrence/\$1,000,000 annual aggregate - Commercial General Liability \$100,000 --- Property Damage Liability, or \$1,000,000 per occurrence /\$2,000,000 aggregate---Combined Single Limit Bodily Injury

\$1,000,000 per occurrence /\$2,000,000aggregate---Combined Single Limit Bodily Injury and Property Damage

The CONTRACTOR shall maintain during the life of this Agreement automobile/vehicle liability insurance. Such coverage shall be written on a comprehensive form covering owned, non-owned and leased vehicles. Unless otherwise specified, this coverage shall be written providing liability limits at least in the amount of \$1,000,000.

CONTRACTOR, upon execution of this Agreement, shall furnish to the CITY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of Mississippi. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in Mississippi. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirement s of the insurer under any such insurance policies, except as they may conflict with existing Mississippi laws or this Agreement. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Agreement.

- 6. LICENSURE, CERTIFICATION, AND REGISTRATION OF PERSONNEL. All personnel provided or made available by CONTRACTOR to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable Mississippi law.
- 7. CONFIDENTIALITY. All data and information, both written and verbal, furnished to CONTRACTOR by CITY shall be regarded as confidential, to the extent allowed under Mississippi law, shall remain the sole property of CITY and shall be held in confidence and safekeeping by CONTRACTOR for the sole use of the parties and CONTRATOR under the terms of this Agreement. CONTRACTOR agrees that its officers, employees and agents will not disclose to any person, firm or entity other than CITY or CITY'S designated legal counsel, accountants or practice management consultants any information about CITY, its practice or billing.
- 8. HEALTH AND SAFETY. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Agreement.
- 9. NON-DISCRIMINATION IN EMPLOYMENT. CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be canceled, terminated or suspended in whole or in part by CITY, and CONTRACTOR may be declared ineligible for further CITY contracts.
- 10. GOVERNING LAW. This Agreement shall be governed by and in accordance with the laws of the State of Mississippi. All actions relating in any way to this Agreement shall be brought in the appropriate court within the Second Judicial District of Hinds County, Mississippi.
- 11. TERMINATION OF AGREEMENT. Termination of this Agreement shall be in accordance with the Termination Clause contained in Attachment 2.
- 12. SUCCESSORS AND ASSIGNS. CONTRACTOR shall not assign its interest in this Agreement without the written consent of CITY. CONTRACTOR has no authority to enter into contracts on behalf of CITY.

- 13. COMPLIANCE WITH LAWS. CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Agreement shall be carried out in strict compliance with all Federal, State, or local laws.
- 14. DISPUTE RESOLUTION. CONTRACTOR and CITY shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable mam1er. If an informal resolution cannot be achieved to attempt to mediate the conflict between the CONTRACTOR and the CITY, all litigation shall be commenced in the appropriate court of the Second Judicial District of Hinds County, Mississippi.
- 15. E-VERIFY. As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of the Mississippi Employment Protection Act, Miss. Code § 71- 11-3 (1972, as amended). Further, if CONTRACTOR provides the services to the City utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of the Mississippi Employment Protection Act as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the City.
- 16. GOOD STANDING WITH CITY. CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to CITY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to CITY during the Term of this Agreement.
- 17. NOTICES. All notices which may be required by this Agreement or any rule of law shall be effective when received by certified mail sent to the following addresses:

CITY OF JACKSON Attn: Dr. Charles Williams PE Warren Hood Administration Building 200 South President Street Jackson, Mississippi 39202 CONTRACTOR: FOUR SEASONS ENTERPRISES LLC Attn: Robert Love 5822 Canton Park Drive Jackson, Mississippi 39211

- 18. ACCESS AND AUDIT RIGHTS. CONTRACTOR shall maintain adequate financial and program records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Agreement for at least five (5) years following final payment to the CITY. The CITY shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the CONTRACTOR'S place of business to the CITY, including the Finance Director's office and/or its designees, for pw-poses of inspection, reproduction and audit without restriction.
- 19. RECORDS RETENTION AND REVIEW. The CONTRACTOR shall retain all records pertaining to the services and the Agreement for these services and make them available to the CITY for a period of seven (7) years following receipt of final payment for the services referenced herein. Final payment may be payment of any retention for the services.
- **20. SAFETY.** CONTRACTOR and its employees will observe the posted safety requirements of the CITY and those required by law. CONTRACTOR is responsible for the safety of its employees at all times while on the CITY's premises.

- 21. CITY NOT RESPONSIBLE FOR EXPENSES. CITY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.
- 22. EQUIPMENT. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
- 23. CITY'S RIGHT TO CARRY OUT WORK. If the CONTRACTOR defaults or neglects to carry out the work in accordance with the contract documents and fails within a seven-day period after receipt of written notice from the CITY to commence and continue correction of such default or neglect with diligence and promptness, the CITY may, after such seven-day period, without prejudice to other remedies, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due to the Contractor the cost of correcting such deficiencies, including compensation for the CITY's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due to the CONTRACTOR are not sufficient to cover such amounts, the CONTRACTOR shall pay the difference to the CITY.
- 24. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding between CITY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
- 25. HEADINGS. The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
- 26. EXISTENCE. CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this Agreement.
- 27. CORPORATE AUTHORITY. By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Agreement and that he/she is duly authorized to execute this Agreement on behalf of the CONTRACTOR.
- 28. WRITTEN NOTICE TO PROCEED. The CITY shall issue an official written Notice to Proceed for the services referenced in this Agreement. Under no circumstances shall the CITY be liable for any services rendered unless the written Notice to Proceed has been sent and received by the CONTRACTOR. CONTRACTOR must acknowledge receipt of the written Notice to Proceed.
- **29. AMENDMENTS.** This Agreement shall not be modified or otherwise amended except in writing signed by authorized personnel on behalf of both parties. All Amendments shall be in writing. Oral changes are expressly prohibited and will not be recognized.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Debris Removal Services Agreement to be executed by their duly authorized office or agent.

City of Jackson, Mississippi

- Autor By: Cholwe A. Lumumba

Mayor

**CONTRACTOR:** Four Season Enterprises LLC

By: Robert Some [Signature] Robert hové [Print Name]

ouver [Title]



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

								1/	20/2021
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BXS	Insurance hompson Park				aurie Mc		FAX		
	asburg MS 39401			PHONE (A/C, No, Ext): E-MAIL	aurie me	erea@bxsi.c		: 601-55	0-6160
				AUDRESS; 1			RDING COVERAGE		
				INSURER A :	Prooress	tive Gulf Inst	urance Company		NAIC#
SURE	o Seasons Enterprises, LLC		FOURSEA-	16 INSURER B : (	Crum an	d Forster In	surance Company		42412
822	Canton Park Dr.						urance Company		42471
acks	son MS 39211			INSURER D :					11000
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-							MED EXP (Any one person)	\$ 5,000	
05							PERSONAL & ADV INJURY	\$ 1,000,0	000
X	IN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 5,000,0	000
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AND	EMPLOYERS' LIABILITY		WC2210021710	1/16/	2021	1/16/2022	X PER OTH-		
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II YEE	CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT		
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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID:	FOURSEA-16
LOC #:	

ACORD

# ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

	ADDITIONA			
AGENCY BXS Insurance			NAMED INSURED Four Seasons Enterprises, LLC 5822 Canton Park Dr.	
POLICY NUMBER			Jackson MS 39211	
CARRIER		NAIC CODE	EFFECTIVE DATE:	
ADDITIONAL REMARKS				
	S FORM IS A SCHEDULE TO ACC	RD FORM		
FORM NUMBER: 25	FORM TITLE: CERTIFICATE OF	LIABILITY IN	ISURANCE	
City of Jackson 200 South President St. Jackson, MS 39205				
CORD 101 (2008/01)		diana	© 2008 ACORD CORPORA	TION. All rights reserved.
	The ACOKD name an	a logo are re	egistered marks of ACORD	

## Four Seasons Enterprises LLC 5822 Canton Park Drive Jackson, MS 39211

### PROPOSAL

Date: May 5, 2021 TO: City Of Jackson For: Emergency Tree Removal

We hereby submit scope of services and quote:

In accordance with your request, we are pleased to quote labor, haul off, disposal, equipment, and mobilization for emergency tree removal in the City Of Jackson at a rate of \$90/cy.

Sincerely, Robert Love

601-331-2828

### ORDER RATIFYING A CONTRACT WITH PDT LOGISTICS LLC FOR DEBRIS REMOVAL NECESSITATED BY THE WISD STORM EVENT ON MAY 4, 2021.

WHEREAS, on or about May 4, 2021, the City of Jackson experienced a storm even with high winds and rain leaving multiple downed trees within the right of way; and

WHEREAS, the City of Jackson needs to remove the downed trees to minimize any delays to first responders and protect the public; and

WHEREAS, the City of Jackson Maintenance crews cannot perform the removal of downed trees in a timely manner because Solid Waste Division maintenance crews do not have the manpower or equipment; and

WHEREAS, The Department of Public Works requested this emergency be invoked to help remove the downed trees and haul them off to ensure the safety of the public is preserved following storm event; and

WHEREAS, because of the public safety issues the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to the emergency procurement process, the Mayor and the authorized representative of PDT Logistics LLC executed a contract for the removal of debris caused by the storm event, in an amount not to exceed \$500,000.00, which is attached to this Order and made a part of these minutes and

WHEREAS, the scope of work for the contract includes debris removal and basic labor to remove limbs and other debris from the street and yards of individual dwellings; and hauling, and removal of debris from the site for legal disposal; and

WHEREAS, payment will be based on the number of cubic yards of material disposed at a cost of \$97.00 per cubic yard, which per yard price is based on an estimated maximum quantity of 5154 cubic yards; and

IT IS THEREFORE ORDERED that the contract with PDT Logistics LLC in an amount not to exceed \$500,000.00 without further authorization of the governing authorities for debris removal necessitated by the wind storm on May 4, 2021 is ratified.

Agenda Item No. 23 Agenda Date: July 6, 2021 (WILLIAMS, LUMUMBA)

### CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

#### POINTS COMMENTS 1. **Brief Description/Purpose ORDER RATIFYING A CONTRACT WITH PDT** LOGISTICS LLC FOR DEBRIS REMOVAL NECESSITATED BY THE WIND STORM **EVENT ON MAY 4, 2021** 2. **Public Policy Initiative** 1. Youth & Education Quality of Life 2. **Crime Prevention** Infrastructure and Transportation 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life Who/What will be affected 3. **Benefits** The City's residents 4. **Benefits** The purpose of this contract is to remove debris left and caused by the wind storm event on May 4, 2021. 5. Schedule I. Contract As soon as possible 2. Project (Beginning date) (Completion date) 6. Location: WARD Citywide . CITYWIDE (yes or no) (area) **Project limits if applicable** 7. Action initiated by: Mayor's Office Department of Public Works and Solid Waste City Department Consultant a 8. COST Not to exceed \$500,000.00 9. Source of Funding Solid Waste **General Fund** 009-506.10.6419 Enterprise Grant Bond Other 10. **EBO** participation ABE % WAIVER Yes No N/A AABE % WAIVER Yes No N/A WBE % WAIVER Yes No N/A HBE % WAIVER Yes No N/A NABE \_% WAIVER Yes No N/A

#### DATE 06/28/2021

**Office of the City Attorney** 



# **OFFICE OF THE CITY ATTORNEY**

This ORDER RATIFYING A CONTRACT WITH PDT LOGISTICS LLC FOR DEBRIS REMOVAL NECESSITATED BY THE WIND STORM EVENT ON MAY 4, 2021 is legally sufficient for placement in NOVUS Agenda.

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



**City of Jackson Department of Public Works** 

To: Mayor Chokwe A. Lumumba

From: Dr. Charles Williams, Public Works Director/City Engineer

### **Council Agenda Item Briefing Memo**

Agenda Item:	ORDER RATIFYING A CONTRACT WITH PDT LOGISTICS LLC FOR DEBRIS REMOVAL
	NECESSITATED BY THE WIND STORM EVENT ON MAY 4, 2021

Item #:	
Council Meeting:	Regular Council Meeting, July 6, 2021
Consultant/Contractor:	N/A
EBO:	N/A
Purpose:	To ratify a contract with PDT Logistics LLC for debris removal after the recent inclement weather event.
Cost:	An amount not to exceed \$500,000
Project/Contract Type:	
Funding Source:	Solid Waste Fund 009-506.10.6419
Schedule/Time:	
DPW Manager:	Lakesha Weathers

Background: The May 4, 2021 wind storm event downed numerous trees. These trees needed to be removed from the City rights-of-way and resident's homes where they were blocking access. The Solid Waste Division did not have the personnel and equipment to remove the trees and haul them to a legal disposal site. The Mayor invoked the Emergency Purchasing Procedure authorized by to state law to expedite procurement. The Solid Waste Division entered into contracts with PDT Logistics LLC and Four Seasons to remove the downed trees and other debris caused by the May 4 wind storm event. A contract in an amount not to exceed \$500,000 has been executed by the Mayor and the authorized representative of PDT Logistics LLC consistent with state law and this contact is being brought to the City Council for ratification.

#### DECLARATION OF EMERGENCY TO INVOKE EMERGENCY CONTRACT PROCEDURE

#### I. REQUEST

The City of Jackson experienced a storm event with high winds and rain leaving multiple downed trees within the right of way. The City of Jackson needs to remove the downed trees to minimize any delays to first responders and protect the public. The City of Jackson Maintenance crews cannot perform the removal of downed trees in a timely manner due to Streets, Bridges & Drainage maintenance crews do not have the manpower or equipment. The Department of Public Works request this emergency be invoked to help remove the downed trees and haul off to ensure the safety of the public is adhered too from the storm event.

Accordingly, I request that you declare this situation an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the City to retain contractors to remove downed trees and haul off resulting from the May 4, 2021 storm event, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and to execute and accept such other documents as necessary to accomplish said repair.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Charles Williams Jr., PE, PhD. I have also obtained the review and approval of the Office of the City Attorney and Administration Department as evidenced by the signatures below.

Charles Williams Jr., PE, PhD

**Director/City Engineer** 

ED AND APPROVED REVIEW aaWanda Horton Director of Administration

Monica Allen

City Attorney

Marlin King Chief Administrative Officer

5/4/2024 DATE

### III. DECLARATION OF EMERGENCY

I hereby determine that the May 4, 2021 storm event resulting in multiple downed trees throughout the City of Jackson delaying first responders and endangering the public is defined under Section of 31-7-1, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and that the City is authorized to enter into contracts for downed trees resulting from the May 4, 2021 storm event, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and execute and accept such other documents and instruments as necessary to accomplish said removal and hauling of downed trees and to purchase any materials required for the completion of the removal and hauling of downed trees.

Accordingly, this request is approved.

CHOKWE ANTAR LUMUMBA Mayor

14/2021

# MEMORANDUM

Department of Public Works (601) 960-2090



TO:	Mayor, Chokwe Antar Lumumba Mayor
FROM:	Mayor Charles E. Williams Jr., P.E., PhD, Director/City Engineer Department of Public Works
CC:	Erica, Thomas, Public Works Fiscal Officer
DATE:	May 4, 2021
RE:	Downed Trees from May 4, 2021 Storm Event

The City of Jackson experienced a storm event with high winds and rain leaving multiple downed trees within the right of way. The City of Jackson needs to remove the downed trees to minimize any delays to first responders and protect the public. The City of Jackson Maintenance crews cannot perform the removal of downed trees in a timely manner due to Streets, Bridges & Drainage maintenance crews do not have the manpower or equipment. The Department of Public Works request this emergency be invoked to help remove downed trees and haul off to ensure the safety of the public is adhered too from the storm event.

The City does not have the personnel or equipment to adequately remove the downed trees threatening the welfare and safety of the Public. Because of the imminent threat to public health and safety, I recommend that the City enter into a tree removal and hauling contract as provided for in Section 31-7-13(k) of the Mississippi Code Annotated of 1972.

#### DEBRIS REMOVAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this the <u>26</u> day of <u>May</u> by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation and political subdivision of the State of Mississippi, (hereinafter referred to as "CITY"), and PDT LOGISTICS LLC, a corporation duly authorized to do business in the State of Mississippi, (hereinafter referred to as "CONTRACTOR").

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

- SCOPE OF SERVICES. CONTRACTOR hereby agrees to provide the services and/or materials under this Agreement pursuant to the <u>May</u>, 2021 Proposal (Attachment 1) (hereinafter to as "Services"). Work will commence only upon a CITY-issued Notice to Proceed. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.
- 2. TERM OF AGREEMENT. The Term of this Agreement for Services is sixty (60) days from the date of the Notice to Proceed. Time is of the essence in the completion of the Services. Liquidated damages of \$100.00 per day will be assessed for each day all debris designated by the CITY to be removed under this Agreement has not been removed and properly disposed.
- 3. PAYMENT TO CONTRACTOR. CONTRACTOR shall receive from CITY the amounts set forth in the <u>May</u>, 2021 Proposal. Where a monthly invoice is submitted for work performed to the date of the invoice, the payment to CONTRACTOR shall be based on price per cubic yard based on the submitted proposal from the CONTRACTOR. Under no circumstances shall CITY be obligated to pay CONTRACTOR a total contract amount in excess of <u>\$500,000,00</u> unless CONTRACTOR and CITY agree in writing to an Amendment to the total contract amount and such Amendment is first authorized by the governing authorities of the CITY.
- 4.

A Contract Purchase Order number will be assigned to encumber the funds associated with this Agreement and must appear on the invoice.

**INVOICES:** CONTRACTOR may submit monthly invoice for services rendered. Invoices shallinclude a statement of progress and appropriate detail to satisfy CITY and current FEMA requirements. Invoices must reference the Contract Purchase Order number. CITY will pay CONTRACTOR within forty-five (45) days upon receipt of an invoice for all undisputed amounts, withholding retainage and any liquidated damages assessed. In the event that payment is not made within forty-five (45) days CITY will pay interest at the rate of 1.5% per month.

Invoices shall be delivered to: Attn: Dr. Charles Williams, Jr. PE, PhD DPW Director/City Engineer, Warren Hood Administration Building200 South President Street Jackson, Mississippi 39201

**RETAINAGE:** A 10% retainage will be held until the end of the project. In order to recover the retainage, CONTRACTOR must successfully complete, and receive a letter of completion from the City, for all work designated by the CITY. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the CITY to repair damages caused by CONTRACTOR to public or private property.

5. INDEPENDENT CONTRACTOR. CITY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of CITY for any purpose in the performance of Contractor's duties under this Agreement. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Agreement. For purposes of this Agreement, taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

6. INSURANCE AND INDEMNITY. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the CITY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Agreement or the actions of the CONTRACTOR or its officials, employees, or contractors under this Agreement or under contracts entered into by the CONTRACTOR in connection with this Agreement. This indemnification shall survive the termination of this Agreement.

In addition, CONTRACTOR shall comply with the Mississippi Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. CONTRACTOR shall also maintain Employers' Liability insurance limits of not less than \$1,000,000 per accident and \$1,000,000 each employee for injury by disease. Additionally, CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

\$1,000,000 per occurrence /\$2,000,000 aggregate --- Bodily Injury Liability, and \$1,000.000 - per occurrence/\$1,000,000 annual aggregate - Commercial General Liability \$100,000 --- Property Damage Liability, or \$1,000,000 per occurrence /\$2,000,000 aggregate---Combined Single Limit Bodily Injury and Property Damage

The CONTRACTOR shall maintain during the life of this Agreement automobile/vehicle liability insurance. Such coverage shall be written on a comprehensive form covering owned, non-owned and leased vehicles. Unless otherwise specified, this coverage shall be written providing liability limits at least in the amount of \$1,000,000.

CONTRACTOR, upon execution of this Agreement, shall furnish to the CITY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of Mississippi. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in Mississippi. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirement s of the insurer under any such insurance policies, except as they may conflict with existing Mississippi laws or this Agreement. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Agreement.

- 7. LICENSURE, CERTIFICATION, AND REGISTRATION OF PERSONNEL. All personnel provided or made available by CONTRACTOR to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable Mississippi law.
- 8. CONFIDENTIALITY. All data and information, both written and verbal, furnished to CONTRACTOR by CITY shall be regarded as confidential, to the extent allowed under Mississippi law, shall remain the sole property of CITY and shall be held in confidence and safekeeping by CONTRACTOR for the sole use of the parties and CONTRATOR under the terms of this Agreement. CONTRACTOR agrees that its officers, employees and agents will not disclose to any person, firm or entity other than CITY or CITY'S designated legal counsel, accountants or practice management consultants any information about CITY, its practice or billing.
- 9. HEALTH AND SAFETY. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Agreement.
- 10. NON-DISCRIMINATION IN EMPLOYMENT. CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be canceled, terminated or suspended in whole or in part by CITY, and CONTRACTOR may be declared ineligible for further CITY contracts.
- 11. GOVERNING LAW. This Agreement shall be governed by and in accordance with the laws of the State of Mississippi. All actions relating in any way to this Agreement shall be brought in the appropriate court within the Second Judicial District of Hinds County, Mississippi.
- 12. TERMINATION OF AGREEMENT. Termination of this Agreement shall be in accordance with the Termination Clause contained in Attachment 2.
- 13. SUCCESSORS AND ASSIGNS. CONTRACTOR shall not assign its interest in this Agreement without the written consent of CITY. CONTRACTOR has no authority to enter into contracts on behalf of CITY.

- 14. COMPLIANCE WITH LAWS. CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Agreement shall be carried out in strict compliance with all Federal, State, or local laws.
- 15. DISPUTE RESOLUTION. CONTRACTOR and CITY shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable mam1er. If an informal resolution cannot be achieved to attempt to mediate the conflict between the CONTRACTOR and the CITY, all litigation shall be commenced in the appropriate court of the Second Judicial District of Hinds County, Mississippi.
- 16. E-VERIFY. As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of the Mississippi Employment Protection Act, Miss. Code § 71- 11-3 (1972, as amended). Further, if CONTRACTOR provides the services to the City utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of the Mississippi Employment Protection Act as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the City.
- 17. GOOD STANDING WITH CITY. CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to CITY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to CITY during the Term of this Agreement.
- 18. NOTICES. All notices which may be required by this Agreement or any rule of law shall be effective when received by certified mail sent to the following addresses:

CITY OF JACKSON Attn: Dr. Charles Williams PE Warren Hood Administration Building 200 South President Street Jackson, Mississippi 39202 CONTRACTOR: PDT LOGISTICS LLC Attn: Tamika Bradley Post Box 1372 Jackson, Mississippi 39215

- 19. ACCESS AND AUDIT RIGHTS. CONTRACTOR shall maintain adequate financial and program records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Agreement for at least five (5) years following final payment to the CITY. The CITY shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the CONTRACTOR'S place of business to the CITY, including the Finance Director's office and/or its designees, for pw-poses of inspection, reproduction and audit without restriction.
- 20. RECORDS RETENTION AND REVIEW. The CONTRACTOR shall retain all records pertaining to the services and the Agreement for these services and make them available to the CITY for a period of seven (7) years following receipt of final payment for the services referenced herein. Final payment may be payment of any retention for the services.
- 21. SAFETY. CONTRACTOR and its employees will observe the posted safety requirements of the CITY and those required by law. CONTRACTOR is responsible for the safety of its employees at all times while on the CITY's premises.

- 22. CITY NOT RESPONSIBLE FOR EXPENSES. CITY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.
- 23. EQUIPMENT. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing,
- 24. CITY'S RIGHT TO CARRY OUT WORK. If the CONTRACTOR defaults or neglects to carry out the work in accordance with the contract documents and fails within a seven-day period after receipt of written notice from the CITY to commence and continue correction of such default or neglect with diligence and promptness, the CITY may, after such seven-day period, without prejudice to other remedies, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due to the Contractor the cost of correcting such deficiencies, including compensation for the CITY's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due to the CONTRACTOR are not sufficient to cover such amounts, the CONTRACTOR shall pay the difference to the CITY.
- 25. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding between CITY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
- 26. HEADINGS. The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
- 27. EXISTENCE. CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this Agreement.
- 28. CORPORATE AUTHORITY. By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Agreement and that he/she is duly authorized to execute this Agreement on behalf of the CONTRACTOR.
- 29. WRITTEN NOTICE TO PROCEED. The CITY shall issue an official written Notice to Proceed for the services referenced in this Agreement. Under no circumstances shall the CITY be liable for any services rendered unless the written Notice to Proceed has been sent and received by the CONTRACTOR. CONTRACTOR must acknowledge receipt of the written Notice to Proceed.
- **30.** AMENDMENTS. This Agreement shall not be modified or otherwise amended except in writing signed by authorized personnel on behalf of both parties. All Amendments shall be in writing. Oral changes are expressly prohibited and will not be recognized.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Debris Removal Services Agreement to be executed by their duly authorized office or agent.

City of Jackson, Mississippi

- Suns humba Chokwe A

Mayor

CONTRACTOR:	
PDT LOGISTICS LL	C
By: Ois Hele R.	bully
[Signature]	. 0

Tamika R. Bradley

[Print Name]

owner

[Title]



Date: 05/26/2021 Debris Removal/ City of Jackson Locations: TBD

Attention: Dr. Charles Williams, City of Jackson 219 S. President St. Jackson, MS 39205

#### Re: City of Jackson Spring Storm 2021 Subject: Tree and Limb Debris Removal

To Whom It May Concern:

PDT Logistics LLC looks forward to the opportunity to work with the City of Jackson in the recovery efforts of tree and limb debris removal from our most recent storm/disaster. We are submitting this proposal of work in these efforts for your review.

PDT Logistics LLC will work with the City of Jackson to perform the following contracted services:

- Tree and limb removal from locations as designated by the City of Jackson
- Limb and tree debris removal to include basic labor to remove tree debris from yard and street of individual dwellings, and additional locations as designated by the City of Jackson
- Break and cut tree and limb debris into haulable pieces.
- Remove tree and limb debris from site and dispose of at designated management sites and/or landfills for debris type.

To fulfill these responsibilities, the following personnel is provided

- Senior Project Manager
- Project Manager
- Site Coordinator
- Crew Chief
- Laborer
- Admin/Clerical

Included in this proposal is the contract work description at an average tree and limb debris removal unit rate of \$97.00 per cubic yard. PDT Logistics LLC is proposing to provide the services listed in the contract work description for up to 75 fallen trees (limb/stump removal) and/or up to 5154 cubic yards of tree and limb debris up to sixty days at a total cost of up to \$500,000.00.

Upon receipt of a written Notice-to-Proceed from your office, we are available to begin work immediately. Please let me know if anything additional is needed and we look forward to working with you in these recovery efforts.

Sincerely,

R. Gradley

Tamika R. Bradley, Owner PDT Logistics LLC

### I. INITIAL EFFORT: Debris Removal Scope

PDT will provide crews to cut/trim, sort, load, and haul tree and limb debris from designated areas identified by the City of Jackson.

PDT will provide laborers, crew chiefs, site coordinators, a project manager, senior project manager and administrative and clerical staff.

Each cleanup crew will move from street to street within their respective area according to the debris management plan set forth by the City of Jackson.

Each day, the cleanup crews will provide a daily report and photos showing work completed.

The tree and limb debris will be loaded in trucks and/or dumpsters and hauled to the Disposal/Staging Sites designated according to debris type. The load ticket generated for each load will be collected by the site coordinators and compiled in the daily report.

### II. INITIAL EFFORT: Debris Removal Job Description

- <u>Senior Project Manager</u>: The Senior Project Manager, will provide oversight of the debris removal contracted services. The SPM will direct the professional staffing, monitor all activities, and be the contractor representative.
- Project Coordinator: The Project Coordinator, (PC), will provide assistance to the SPM. This
  will include planning, equipment and material acquisition, area preparation and protection,
  mobilization, setup, and clean up in accordance to the scope of work for the removal of the
  debris. This includes ensuring the necessary manpower to carryout work duties, as well as assist
  in monitoring work site activity.
- <u>Site Coordinator</u>: The Site Coordinator will provide all coordination between labor crews and the PC. The site coordinator will schedule labor crews in the field and be responsible for ticket gathering, coordinating with debris monitors to ensure consistency in recording load volumes, maintaining daily log books and overall activity.
- <u>Crew Chief</u>: Supervise crew teams and direct cutting/trimming, sorting and hauling of debris; also responsible for sorting, collecting and loading trucks/dumpsters in debris collection
- Laborer: Crew team members responsible for cutting/trimming, sorting, collecting and loading debris.
- <u>Clerical/Admin</u>: The clerical/administrative personnel will provide clerical assistance as needed during the project. The clerical staff will support the efficient operation and record keeping for contracted services.

### III. UNIT RATE

Line Item	Rate per cubic yard
Tree Removal (fallen tree)* * 30 ft or less; \$20 per foot of height above 30 ft.	
Tree Trimming (limb removal)	\$ 5.11
Equipment/materials	\$ 12.87
Labor	\$ 15.00
Load	\$ 27.00
Disposal/Tipping	\$ 10.83
Project Overhead (10%)	\$ 9.70
Company Overhead (12%)	\$ 11.64
Markup (5%)	\$ 4.85
Total	\$ 97.00 /cubic yard



# OF LIADULITY INCHIDANCE

DATE (MM/DD/YYYY)

1

	LOKD (	EK		ICALE OF LIA	BILI	1111111	KANG	-	04	/15/2021
	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
F	IMPORTANT: If the certificate holder is If SUBROGATION IS WAIVED, subject 1	an Al	DDITI terma	ONAL INSURED, the polic and conditions of the po	licy, ce	rtain policies	DITIONAL IN may require	SURED provisions or b an endorsement. A sta	e endor tement	sed. on
_	this certificate does not confer rights t	the i	certifi	cate holder in lieu of such	I CONTA	sement(s).	Ins. Center			
	ODUCER				CONTA NAME: PHONE			FAX (A/C, Ho)	(601)	829-6450
	e Nowell Agency, inc. 98 Okt Fannin Rd				E-MAL	busineed		@nowellagency.com		
"					ADDRESS: DUSITIONAL COVERAGE NAICA				NAIC #	
Brandon MS 39047 INSURE						Mational		Casualty Company		12114
182	SURED				INSURER B :					
PDT Logistics, LLC						INSURER C :				
4328 Breazeale St.						INSURER D :				
	Jackson			MS 39209	INSURER E :					
C	OVERAGES CEI	TIFIC	ATE	NUMBER: CL188162391						
	COVERAGES         CERTIFICATE NUMBER:         CL1881623915         REVISION NUMBER:           THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD         INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS           CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,         EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
TNS		TADDL	WVD			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MMDD/YYYY)	LIM		
								EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ex occurrence)	\$ 1,00 \$ 2,00	0,000
								MED EXP (Any one person)	\$ 5.00	10
A				8K\$58653903		03/07/2021	03/07/2022	PERSONAL & ADV INJURY		0,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,00	
	POLICY PRO-							PRODUCTS - COMP/OP AGG	\$ 2,00	00,000
	OTHER:		-					COMBINED SINGLE LIMIT	s	
	AUTO ANY AUTO							(Es accident) BÓDILY INJURY (Per person)	5	
	OWNED SCHEDULED							BODILY INJURY (Per accident)	5	
	AUTOS ONLY AUTOS HIRED AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
	AUTOS UNLT AUTOS UNLT								\$	
	UNBRELLA LIAB OCCUR							EACH OCCURRENCE	5	
	EXCESS LIAB CLAIMS-MADE	-						AGGREGATE	s	
-	DED RETENTION \$	+						PER OTH-	3	
	AND EMPLOYERS' LIABILITY							E.L. EACH ACCIDENT	s	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE	5	
Į.	If yes, describe under DESCRIPTION OF OPERATIONS below		Į					E.L. DISEASE - POLICY LIMIT	\$	
DF	SCRUPTION OF OPERATIONS / LOCATIONS / VEHICL	ES IAC	L CORD 1	01, Additional Remarks Schedule.	may be a	tached X more s	sce is required)	Ne	1	
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached N more space is required)									
CI	RTIFICATE HOLDER		_		CANC	ELLATION				
	MS BOARD OF CONTRACTORS				THE	EXPIRATION D	ATE THEREO	SCRIBED POLICIES BE CA 5, NOTICE WILL BE DELIVE 7 PROVISIONS.		DBEFORE
						RIZED REPRESE		Nark Mago		

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DATE (MM/DD/YYYY)

	CERTIFICATE OF LIABILITY INSURANCE									
3/18/2021 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED										
R	REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
1 11	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).									
	DUCER Liberty Mutual Insurance				CONTAG		ŀ			
	PO Bóx 188065				PHONE (A/C, No	Evil.	800-962-7132	FAX (A/C, No):	80	0-845-3666
1	Fairfield, OH 45018				E-MAIL			ice@LibertyMutual.com	00	0-040-0000
	INSURER(8) AFFORDING COVERAGE NAIC #								NAIC#	
					INSURE		the second se	toe Company		24082
INSURED IN INSURED								nce Company		24074
1	DT Logistics, LLC 1 Dogwood Hill Dr				INSURE	RC:				
Ĵ	ackson MS 39211				NSURE	RD:				
					INSURE	RE:				
-	INSURER F :									
_		TIFIC	ATE	NUMBER: 60709686			-	REVISION NUMBER:		
	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	QUIR PERT		NT, TERM OR CONDITION ( THE INSURANCE AFFORDE	of any		OR OTHER I	DOCUMENT WITH RESPEC	OT TO V	
HSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF	POLICY EXP	LIMIT	8	4
A	COMMERCIAL GENERAL LIABILITY	1	Make	BKS58653903		3/7/2021	3/7/2022	EACH OCCURRENCE	\$1.000	000
	CLAIMS-MADE							DAMAGE TO RENTED PREMISES (Es occurrence)	\$300.0	
								MED EXP (Any one person)	\$ 15.00	
								PERSONAL & ADV INJURY	\$ 1.000	
	GENL AGGREGATE LIMIT APPLIES PER							GENERAL AGGREGATE	\$2,000	
	PRO- LOC							PRODUCTS - COMP/OP AGG	\$2,000	.000
	OTHER:								\$	
Α	AUTOMOBILE LIABILITY	1		BKS58653903		3/7/2021	3/7/2022	COMBINED SINGLE LIMIT (Es accident)	\$ 1,000	,000
	ANYAUTO				1			BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS ONLY AUTOS HIRED NON-OWNED				[			BODILY INJURY (Per accident)	5	
	AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	2
									\$	
B	UMBRELLA LIAB / OCCUR			USO58653903		3/25/2021	3/25/2022	EACHOCCURRENCE	\$ 1,000	,000
	EXCESS LIAB CLAMS-MADE							AGGREGATE	1,000	,000
	DED V RETENTION \$10,000	_	_					L DED L L DEVU	5	
	AND EMPLOYERS' LIABILITY				1			PER OTH-		
		N/A						E.L. EACH ACCIDENT	\$	
	(Mandatory In NH)							E.L. DISEASE + EA EMPLOYEE		
	DESCRIPTION OF OPERATIONS below		_	DIAL .				E.L. DISEASE - POLICY LIMIT	\$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Enterprise Holdings, Inc., its subsidiary and affiliated companies and fimited liability companies are listed as Additional Insured and Loss Payee per form CA2001 with respect to leased or rented vehicles. Hired Auto Physical Damage is included, on an ACV basis,										
Comprehensive Deductible: \$100 Collision Deductible: \$500										
CE					0.4110	ELLATION				
				I	GANG	ELLATION		10-10) - <u></u>		
Al 22	AN Holdings Inc. ttn: Truck Rental Department 271 Valleydale Road Suite 100 rmingham AL 35244				THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE C/ REOF, NOTICE WILL E Y PROVISIONS.		
10	annaghan Ar 99299				AUTHOR	IZED REPRESEI		ennifer Roga	~	
					Jennife	er Ragan	7			
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### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### AMENDMENT OF CANCELLATION PROVISIONS

Any term or provision of the Cancellation Conditions of the policy or any endorsement amending or replacing such Conditions is amended by the following:

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the person or organization shown in the Schedule below. In no event will the notice to the person or organization scheduled below exceed the notice to the first named insured.
- **B.** Our obligation to send notice to the person or organization listed in the Schedule below will terminate at the earlier of the current policy period expiration or when you no longer have a legal or contractual obligation to such person or organization to maintain insurance coverage under a policy which requires that such person or organization be notified in the event of cancellation.

### SCHEDULE

### 1. Name or Person or Organization: EAN Holdings, Inc. Attn: Truck Rental Department

2. Mailing Address:

2271 Valleydale Road Suite 100 Birmingham, AL 35244

3. Number Days Advance Notice: 30

All other terms and conditions of this policy remain unchanged

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POLICY NUMBER: BKS58653903

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: PDT Logistics, LLC								
Endorsement Effective Date:								
	Countersignature Of Authorized Representative							
Name:	10.000 (A. 1997)	Sector Main						
Title:								
Signature:								
Date:								

SCHEDULE

Policy Number: BKS58653903	Effective Date: 3/7/20	)21						
Expiration Date: 3/7/2022								
Named Insured: PDT Logistics, LLC								
Address: 11 Dogwood Hill Dr	Jackson	MS	39211					
Additional Insured (Lessor): Enterprise H companies a	oldings, Inc., its subsidiary and affi and limited liability companies	liated						
Address: 2271 Valleydale Road Suite 100 F	tental Department							

● ISO Properties, Inc., 2005

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Coverages	Limit of insurance			
Liability	\$ Each "Accident"			
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"			
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"			
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"			
Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Beductible For Each Covered "Leased this Schedule, if not shown above, will be shown in the Declarations.			

#### A. Coverage

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- 2. For a "leased auto" designated or described in the Schedule, Who is An Insured is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - a. You;
  - b. Any of your "employees" or agents; or
  - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
- 3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

#### B. Loss Payable Clause

 We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

- 2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- If we make any payment to the lessor, we will obtain his or her rights against any other party.

#### C. Cancellation

- 1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- 2. If you cancel the policy, we will mall notice to the lessor.
- 3. Cancellation ends this agreement.
- D. The lessor is not liable for payment of your premiums.

#### E. Additional Definition

#### As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

## ORDER RATIFYING PROCUREMENT OF SERVICES FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS

OFFICE

WHEREAS, the Water-Sewer Utility Division of the Department of Public Works had need of certain services necessary to the operation and maintenance of the City's two water treatment plants; and

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

WHEREAS, the services set forth in certain invoices attached hereto where provided to the City's two water treatment plants; and

WHEREAS, in order to ensure the continued and proper operation and maintenance of the City's two water treatment plants, it is necessary to pay these outstanding invoices to continue receiving any needed services from these vendors; and

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

Staffmark at O.B. Curtis	\$45,056.03
Republic — Sludge Hauling at O.B. Curtis	\$ <u>4,117.02</u>
Total	\$49,173.05

Agenda Item No. 24 Agenda Date: July 6, 2021 (WILLIAMS,LUMUMBA)



## **City of Jackson Department of Public Works**

To: Chokwe Antar Lumumba, Mayor

From: Charles Williams, Jr., P.E., Ph.D., Director, Department of Public Works

### **Council Agenda Item Briefing Memo**

Agenda Item:	ORDER RATIFYING PROCUREMENT OF VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO VARIOUS VENDORS
Council Meeting:	Regular Council Meeting, June 15, 2021
Purpose:	To pay invoices for various vendors where services were procured under exigent circumstances to allow the City's water plant to continue safe operation.
Cost:	\$49,173.05
Funding Source:	Water-Sewer Enterprise Fund

### **Background:**

The Department of Public Works, Water Operations Division procured services from various vendors essential to the continued operations of the City's water treatment plant without prior approval from the Purchasing City Manager and the City Council. Sludge hauling services were provided by Republic/BFI. Additional staffing necessary to maintain compliance with the Safe Drinking Water Act was provided by Staffmark.

Please let me know if you need any additional information or have any questions.

Office of the City Attorney

455 Fan Cameri Sinto Jackson, Missiskippi 34217-2779 Telephone: (601) 9% = 749 Facsimile: (601) 960-175

# **OFFICE OF THE CITY ATTORNEY**

This ORDER RATIFYING PROCUREMENT OF SERVICES FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS is legally sufficient for placement in NOVUS Agenda.

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

4/14/2024

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

06/15/2021 DATE

(as revised 3/6/01)
---------------------

	POINTS	COMMENTS			
1.	Brief Description	ORDER RATIFYING PROCUREMENT OF SERVICES FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS (ALL WARDS)			
2.	Purpose	Pay various vendors for work completed.			
3.	Who will be affected	All City of Jackson customers and citizens			
4.	Benefits	Will allow the O.B. Curtis WTP to continue to receive necessary services for the operations and maintenance of the plant.			
5.	Schedule (beginning date)	Upon Approval			
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	System wide			
7.	Action implemented by: City Department Consultant	Department of Public Works -Water/Sewer Utilities Division Water Plant Operations Section			
8.	COST	Not to exceed \$49,173.05			
9.	Source of Funding General Fund Grant Bond Other	Water Plant Operations & Maintenance Budget [031.521.35.6489]			
10.	EBO participation	ABE       %       WAIVER       yes       no       N/A       X         AABE       %       WAIVER       yes       no       N/A       X         WBE       %       WAIVER       yes       no       N/A       X         HBE       %       WAIVER       yes       no       N/A       X         HBE       %       WAIVER       yes       no       N/A       X         NABE       %       WAIVER       yes       no       N/A       X			



1035 Old Brandon Rd Jackson MS 39232-312828							
<b>JECKSON MO 38232-312</b>	040						
Customer Service	(601)	039-222					

Customer Service (601) 939-2221 RepublicServices.com/Support Important Information	P P C	ivolos Dete revious Balance syments/Adjustments urrent invoice Charge		\$1,143.00 -\$1,245.08 \$2,816.65		
It's easy to go paperiess! Sign up for Paperiess Billing a RepublicServices.com and anjoy the convenience of managing your account anytime, anywhere, on any device.		Total Amount Due \$2,714.66	Payment D May 20,			
PAYMENTS/ADJUSTMENTS						
Payment - Thank You 04/06 81 Payment - Thank You 04/20 81	<u>sfaranioa</u> 18509 18757 18757			<u>Amgunt</u> -\$438.66 -\$403.66 -\$403.66		
CURRENT INVOICE CHARGES						
Description Re O B Curtis Water Plant 100 Ob Curtis Dr PO PJ 761 Ridgeland, MS	aferarice.	Quantity	Unit Price	Amount		
1 Waste Container 20 Cu Yd, On Call Service	pen Top	1.0000	\$804.34	\$804.34		
Pickup Service 04/21 O	pen Top	1.0000	\$804.34	\$804.34		
Receipt Number 15477	pen Top	1.0000	\$804.34	\$804.34		
Rental 04/01-04/30			\$403.68	\$403.66		
CURRENT INVOICE CHARGES	_			dela mass.		

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Account Number

Involce Number

Involce Dete

Simple account access at your tingen ps.



3-0823-0006138

0823-000958108

April 30, 2021

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1 11



1936 Old Brandon Rd Jackson M8 36232-312828

Pluese Rolan This Portion With Payment

Tetal Amount Due	\$2,714.66
Payment Data Data	May 20, 2021
Account Number	3-0823-0006136
Invokse Number	0823-000958108

**Total Enclosed** 

R Man dotare 10024

Make Checks Payable To:

Հվոյիվոլոնիկվերորիկվո**կունը**կկնուկվորիներոնին

BFI WASTE SERVICES, LLC REPUBLIC SERVICES #623 PO BOX 9001099 LOUISVILLE KY 40290-1099

╷╷╕╣╒╡╡┑╏╎╛╸┪╏╻╘┥╢╡╸╏╡╡┪╸┙┙┚╢╻┚╝╕╏╍┇┤╡╸╏╝║╸┚╍╏╡╡┲ CITY OF JACKBON

LANORE HICKS 100 OB CURTIS DR

Ĩž RIDGELAND MS 39157-1115

Address Service Requested

3042300061360000009581080002816680002714666

LITTLE DIXIE LANDFILL 1035 OLD BRANDON ROAD FLOWOOD, MS 39232

JACKSON, MS 39157

CITY OF JACKSON WASTE WATER OB CURTIS PO BOX 17



### INVOICE

Invoice Data Invoice No Customer No Page No

**Due Date** 

04/30/2021 5101-000040129 4-5101-0662070

1 of 2 05/20/2021

Current Charges \$1,094.80

Total Amount Due \$1.402.36

Please Pay Total Amount Due

Billing Questions? Call 601-420-8286

Dista D3/31		Description Belance Forward	Reference	Rate	Quantity	Amount 307.58
04/21 04/27 04/29	XC XC XC	SW4FILTER OTHER SW4FILTER OTHER SW4FILTER OTHER Material Summary	Y6 1202323 Y6 1202806 Y6 1203077	38,59 38,59 38,59	<b>9.68 TN 8.24 TN</b> 10.47 TN	372.78 317.98 404.04
		SW-FILTER OTHER			28.37	

4 <b>1</b> -1	ACCOUNT STATE Current \$1,094.80	31-69 Days 307.56	0.00	Over 89 Days 0.00	Total Amount Du \$1,402.36			
			Please roturn this	portion below with your	payment. Do not attach o	sheek to stub. 🖕 💺		
	REPLICA	LITTLE DIXI 1035 OLD BRAN FLOWOOD, M8	E LANDFILL			Invoice Date Invoice No. Customer No.	04/30/2021 5101-000040 4-5101-08820	
				o(a) on reverse alde or oall ok and make payzble		Current Cha <b>rges:</b> Total Amount Di Amount Pald:		\$1,094.80 \$1,402.38
	Please Return P.	FTLE DIXIE LANE D. BOX 677639 LLAS, TX 75257				CITY OF JACKS CURTIS PO BOX 17 JACKSON, MB	30N WASTE W	ATER OB

45101066207000000000401290001094600001402361



Bill To: City Of Jackson Annette Hill OB Curtis Water Treatment Plant 100 OB Curtis Dr Ridgeland MS 39157 Customer Number:1025900Department:15851205Invoice No:15851205Invoice Date:6/15/2021Amount Due:3,893.36Page:1

For billing questions, please call your local branch

W/E	Employee	Description	Unit	Hours	Rate	Net Amount
06706731	Bennett, Robert Ledell Montreal	GENERAL LABOR	Regular	40.00	15.73	529.20
6706751	Bennett,Robert Ledell Montreal	GENERAL LABOR	chetrym-	13.08	23,60	206,90
1+10F721	Jones, Fatilos D	GENERAL LARGE	Regular	40.00	15.73	1. S. S
06706721	Jones, Patrick D	GENERAL LAB	Cryeitine	24,00	23.E0	56f.40
105/21	Welson III, Holsey Jr.	GENERAL LABOF	Pequiar	40.00	20.02	800,80
06/06/21	Nelson III,Holsey Jr.	GENERAL 15.5.5	Overtime	32.00	30.03	566,50
	ilai Hour; 0	ver Time Hours 69.00	Other Hours 0.00		Total He 189.0	0
	lar Amount Ov 2059.20	Per Time Ascent 1924.1	Other Amount 0.00		Total Am 3893.:	
			hubtotal:			3,893.36

TOTAL AMOUNT DUE:

\$ 3,893.36

Please Detach and Return this portion with your remittance.

Amount Due: \$ 3,893.36 Payment Terms: NET UPON RECEIPT

Amount Remitted: \$ \_

Please Remit To:

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



Involce No: 15651205 Involce Date: 6/15/2021 Customer Number: 1025900

Bill To:

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



Bill To:

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

For billing questions, please call your local branch

Customer Number:	1025900
Department:	
Involce No:	15650998
invoice Date:	8/12/2021
Amount Due:	2,674.04 USD
Page:	1

W/E	Employee	Description	Unit	Hours	Rate	Net Amount
5/06/21	Eanry, Kanneth I	GENERAL LABOR	Regular	40.00	15.73	629.20
6/06/21	Henry, Kenneth I	GEFERAL LAROR	Overtime	13.00	23.60	306.80
6/05/21	Hudson, Allen Lee	GENERAL LABOR	Regular	40.00	18.69	763.60
6/06/21	Hudson, Allen Lee	GENERAL LABOR	Overtime	5.00	27.88	139.40
6/06/21	Thompson, Kelvin D	GENERAL LABOR	Regular	40,00	18.59	743.60
6/06/21	Thompson, Kelvin D	GENERAL LABOR	Overtime	4.00	27.86	111.44
Regul	lar Nours 20.00 ar Amount 116.40	Over Time Hours 22.00 Over Time Amount 557.64	Other Hours 0.00 Other Amount 0.00		Total Ho 142.0 Total Am 2674.0	0 ount
			Subtotal:			2,574.94

TOTAL AMOUNT DUE:

\$ 2,674.04

Please Datach and Return this portion with your remittance.

Staffmark.

invoice No: 15650998 Invoice Date: 6/12/2021 Customer Number: 1025900

BIR To:

City Of Jackson Annette Hill OB Curtis Water Treatment Plant 100 OB Curtis Dr Ridgeland MS 39157 Amount Due: \$ 2,674.04 Payment Terms: NET UPON RECEIPT

Amount Remitted: \$

Please Remit To:

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

taffmark.

SII To:

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

For billing questions, please call your local branch

W/E	Employee	Description	Unit	Hours	Rate	let Amount
05/30/21	Bennett, Robert Ledell Montreal	GENERAL LABOR	Regular	40.00	15.73	629.20
05/30/21	Bennett, Robert Ledell Montreal	GENERAL LABOR	Overtime	14.00	23.60	330.40
05/30/21	Henry, Kenneth I	GENERAL LABOR	Regular	40.00	15.73	629.20
05/30/21	Henry, Kenneth I	GENERAL LABOR	Overtime	13.00	23.60	306.80
05/30/21	Jones, Patrick D	GENERAL LABOR	Regular	40.00	15.73	629.20
5/30/21	Jones, Patrick D	GENERAL LABOR	Overtime	5.00	23.60	118,00
5/30/21	Nelson III, Holsey Jr.	GENERAL LABOR	Regular	40.00	20.02	800.80
5/30/21	Nelson III, Holsey Jr.	GENERAL LABOR	Overtime	23.00	30.03	690,69
05/30/21	Thompson, Kelvin D	GENERAL LABOR	Ragular	36.00	18.59	669.24
		er Time Hours	Other Hours		Total Hour	2
	96.00 Lar Amount Ove	55.00 r Time Amount	0.00 Other Amount		251.00 Total Amour	• •
	357.64	1445.89	0.00		4803.53	16 1
		1	iubtotal:			4.863.53

TOTAL AMOUNT DUE:

\$ 4,803,53

Please Detach and Return this portion with your remittance.

Amount Due: \$4,803.53 Payment Terms: NET UPON RECEIPT

Amount Remitted: \$

Please Remit To:

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

Staffmark. Invoice No: 15631116

Invoice Date: 6/4/2021 Customer Number: 1025900

Bill To:

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

Customer Number: 1025900 Department: invoice No: Invoice Date: Amount Due: 4 Page:

15631116 8/4/2021 4,803.53 USD



BNI To:

City Of Jackson Annette Hill OB Curtis Water Treatment Plant 100 OB Curtis Dr Ridgeland MS 39157 Customer Number:1025900Department:15616128Involce No:15616128involce Date:5/28/2021Amount Due:5,285,32Page:1

For billing questions, please call your local branch

W/E	Employee	Description	Unit	Hours	Rete	Net Amount
05/23/21	Bennett, Robert Ledell Montreal	GENERAL LABOR	Regular	40.00	15,73	629,20
5/23/21	Bennatt, Robert Ledell Montreal	GENERAL LABOR	Overtime	17.00	23.60	401.20
<b>\$/23/21</b>	Henry, Konneth I	GENERAL LABOR	Regular	40.00	15.73	629.20
05/23/21	Jonas, Patrick D	GENERAL LABOR	Regular	40.00	15.73	629.20
05/23/21	Jonas, Patrick D	GENERAL LABOR	Overtime	11.00	23.60	259.60
5/23/21	Nelson III, Holsey Jr.	GENERAL LABOR	Regular	40.00	20.02	800.80
5/23/21	Nelson III, Holsey Jr.	GENERAL LABOR	Overtime	35.00	30.03	1,061.08
5/23/21	Thompson, Kelvin D	GENERAL LABOR	Regular	40.00	18,59	743.60
5/23/21	Thompson, Kelvin D	GENERAL LABOR	Overtime	4.00	27.85	111.44
Regu	lar Rours Ov	er Time Hours	Other Hours			
_	00.00	68.00	0.00		Total Ha	

200.00 Regular Amount 3432.00

TOTAL AMOUNT DUE:

Over Time Hours 68.00 Over Time Amount 1853.32

0.00 Other Amount 0.00 268.00 Total Amount 5285.32

\$ 5,285.32

6,285.32

Please Detach and Return this portion with your remittance.

Amount Due: \$ 5,285.32 Payment Terms: NET UPON RECEIPT

Amount Remitted: \$

Please Remit To:

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

Staffmark.

Invoice Date: 5/28/2021 Customer Number: 1025900

Bill To:

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

Staffmark.

Bill To: City O

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

For billing questions, please call your local branch

Customer Number:	1025900
Department:	
Invoice No:	15600492
Invoice Date:	5/21/2021
Amount Due:	5,240.44 USD
Page:	1

W/E	Employee	Description	Unit	Hours	Rate	Net Amount
05/16/21	Bennett, Robert Ledell Montreal	GENERAL LABOR	Regular	40.00	15,73	629.20
05/16/21	Bennett, Robert Ledell - Montreal	GRNERAL LABOR	Overtime	14.00	23.60	330.40
05/16/21	Henry, Kenneth I	GENERAL LABOR	Regular	40.00	15.73	629.20
05/16/21	Henry, Kenneth I	GENERAL LABOR	Overtime	3.00	23.60	70.80
05/16/31	Jones, Patrick D	GENERAL LABOR	Regular	40.00	15.73	629.20
05/16/21	Jones, Patrick D	GENERAL LABOR	Overtime	24.00	23.60	566.40
05/16/21	Nelson III, Holsey Jr.	GENERAL LABOR	Regular	40.00	20.02	800.80
05/16/21	Nelson III, Holsey Jr.	GENERAL LABOR	Overtime	28.00	30.03	840,84
05/16/21	Thompson, Kelvin D	GENERAL LABOR	Regular	40.00	18,59	743.60

Regular Hours	Over Time Hours	Other Hours	Total Hours
200.00	69.00	0.00	269.00
Regular Anount	Over Time Amount	Other Amount	Total Amount
3432.00	1808.44	0.00	5240.44

#### Subtotal:

TOTAL AMOUNT DUE:

Please Detach and Return this portion with your remittance.

Amount Due: \$ 5,240.44 Payment Terms: NET UPON RECEIPT

Amount Remitted; \$

Please Remit To:

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

invoice No: 15600492 Invoice Date: 5/21/2021

Customer Number: 1025900

Bill To:

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

Staffmark.

5,240.44

\$ 5,240.44

Staffmark.

1025900

Customer Number:

Department:

Involce No:

Invoica Data:

Amount Due:

Pade:

15588607 5/18/2021 534.82 USD

\$ 534.82

Bill To: City Of Jackson Annette Hill OB Curtle Water Treatment Plant 100 OB Curtle Dr Ridgeland MS 39157

For billing questions, please call your local branch

W/E	Employee	Description	Unit	Hours	Rate	Net Amount
05/09/21	Ranzy, Kenneth I	GENERAL LABOR	Regular	34.00	15 73	534.62
Regul	lar Eours 36.00 lar Amount 534.82	Over Time Hours 0.00 Over Time Amount 0.00	Other Hours 0.00 Other Amount 0.00		Total H 34.0 Total An 524.8	0 Jount
			fubtotal:			534.82

TOTAL AMOUNT DUE:

Please Detach and Return this portion with your remittance.

Amount Due: \$ 534.82 Payment Terms: NET UPON RECEIPT

Amount Remitted: \$

Please Remit To:

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

Staffmark.

Invoice No: 15586607 Invoice Date: 5/18/2021 Customer Number: 1025900

Bill To:

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



Bill To

INVOICE

1025900

Customer Number

Department

Involce No:

Invoice Date:

Amount Due:

Page:

15584456 5/14/2021 4,910.04 USD 1

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

For billing questions, please call your local branch

W/E	Employee	Description	Unit	Hours	Rate	Not Amount
05/09/21	Bennett, Sobert Ledell Montreal	GENERAL LABOR	Regular	40 00	15 73	629 20
05/09/21	Hontres. Econott,Robert Ledeil Montres!	GENERAL LABOR	Guertime	14.00	23.60	330 AD
05/09/21	Green Kameron Ivmunta	GENERAL LABOR	Regul :	40.00	15 79	629 01
05709723	Jones, Fatrick D	GENERAL LABOR	Regular	40.00	35,73	625,20
5/09/21	Jones, Patrick D	GENERAL LABOR	Overtime	13 00	24 BH	30F 80
5/09/21	Neison 171, Holpey dr	GENERAL LABOR	Regulat	46 66	20.02	500.80
22/09/21	Welson TIL.Holsey Jr.	GENERAL LABOR	Overtime	28 00	30.03	840.86
05/09/21	Thom son, Ke van <b>D</b>	GENERAL LABOR	Regular	40 00	18.59	743.60
Kea	lar Hours O	ver Time Hours	Other House		Total Ho	<b>(4.1)</b> (1)
	100 06	55.00	0.00		255 0	
Kegu	Dar Angami Or	er Time Amount	Sther Amount		TOLAL AM	punt

1478.04

Regular Annum 14 12 00

TOTAL AMOUNT DUE:

\$ 4,910.04

4,910.94

4910.06

Please Detach and Return this portion with your remittance.

Amount Due: \$ 4,910.04 Payment Terms: NET UPON RECEIPT

0.00

Subtotal:

Amount Remitted: \$ \_

Please Remit To:

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

Staffmark. Invoice No: 15584456

Invoice Date: 5/14/2021 Customer Number: 1025900

Bill To:

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



Bill To:

City Of Jackson Annetie Hill **OB Curtis Water Treatment Plant** 100 DB Curtis Di Ridgeland MS 39157

For billing questions, please call your local branch

W/E	Employee	Description	Unit	Hours	Rate	Nel Amount
05/02/21	Bennett, Robert Ledell	GENERAL LANDR	Regular	¢1 00	15 75	629,20
05/03/24	Montres: Rennett,Robert Ledel) Montres!	GENERAL LABOR	$df(z) \sim t \leq f(z) dz$	2.00	23.60	42.20
25/02/21	Greet Kamercu Tue-mie	GENERAL LARDE	seguia:	5.0 100	15 73	629.24
05/02/21	Grenzy Khadron Iveo.La	GENERAL IMEOR	Crew Lating	1 00	23.63	47.20
05/02/23	Jours Fatrick D	GENERAT, LABOR	Regular	40 1.0	15 23	629.20
65/02/21	Jones, Patrick	GENERAL LABOR	Overtine.	12 00	23-60	285.20
05/02/21	Nelson III, Holsey <b>Jr</b>	GENERAL LABOR	Regular	40.05	20 02	800 . B
95/92/21	Nelson TIL, Holsey J.	GENERAL LABOR	Oversin	26 00	30,03	780.78
25/02/21	Therefor, Receip L	GENERAL LAHOR	M627 91	32.00	38 55	594.81
		ci Time Hours	Cifer Hours		Total He	
	92 00	42 01	·		234.00	
	lar Anouni Gvi 1283 28	51 Time Annun 1158 Ja	Other Amount D. 60		10141 Amo 4441 E	
			ubtotal.			4,441,85

TOTAL AMOUNT DUE:

\$ 4,441.66

Please Detach and Return this portion with your remittance.

Staffmark.

Invoice No: 15569418 Invoice Date: 5/7/2021 Customer Number: 1025900

Bill To:

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

Amount Due: \$ 4,441,66 Payment Terms: NET UPON RECEIPT

### Amount Remitted: \$

Please Remit To:

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

Customer Number Department invoice No. Invoice Date: Amount Due: Page! 1

1025900

15569416 5/7/2021 4,441.68 USD

Staffmark.

Customer Number: 1025900 Bill To: Department: City Of Jackson Invoice No: 16570805 Annette Hill Invoice Date: 5/8/2021 **OB Curtis Water Treatment Plant** Amount Due: 912.40 USD 100 OB Curtis Dr Page: 1 Ridgeland MS 39157

For billing questions, please call your local branch

W/E	Employee	Description	Unit	Hours	Rate	Net Amount
05/02/21	Henry, Kenneth I	GENERAL LABOR	Regular	40.00	15.73	629.20
05/02/21	Renry, Kenneth 1	GENERAL LABOR	Overtime	12.00	23.60	283.20
	ilar Hours	Over Time Hours	Other Hours		Total H	
Regu	40.00 lar Amount 629.20	12,00 Over Time Amount 283,20	0.00 Otber Amount 0.00		52.0 Total Ar 912.4	ount

Subtotal:

### TOTAL AMOUNT DUE:

Please Detach and Return this portion with your remittance.

Amount Due: \$ 912.40 Payment Terms: NET UPON RECEIPT

Amount Remitted: \$

Please Remit To:

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

**Invoice No: 15570805** Invoice Date: 5/8/2021 Customer Number: 1025900

Bill To:

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

Staffmark.

\$ 912.40

\$12.48



Bill To: City O

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

Customer Number:	1025900
Department:	
Involos No:	15554471
Invoice Date:	4/30/2021
Amount Due:	6,109,88 USD
Page:	1
-	

For billing questions, please call your local branch

W/E	Employee	Description	Unit	Houre	Rate	Net Amount
04/25/21	Bannett, Robert Ledell	GENERAL LABOR	Regular	40.00	15.73	629.20
04/25/21	Bannett, Robert Ledell Nontreal	GENERAL LABOR	Overtime	2.00	23.60	47.20
04/25/21	Greer, Kameron Iveunta	GENERAL LABOR	Regular	40.00	15.73	629.20
04/25/21	Greer, Kameron Iveunte	GENERAL LABOR	Overtime	2.00	23.60	47.20
04/25/21	Henry, Kenneth 1	GENERAL LABOR	Regular	40.00	15,73	629.20
04/25/21	Henry,Kannath I	GENERAL LABOR	Overtime	13.90	23.60	305.90
14/25/21	Jonas, Patrick D	GENERAL LABOR	Regular	40.00	15.73	629.20
4/25/21	Jones, Patrick D	GENERAL LABOR	Overtime	24.00	23.60	566.40
4/25/21	Malson III, Holsey Jr.	General Labor	Regular	40.00	20.02	800.80
4/25/21	Malson III, Holsey Jr.	GENERAL LABOR	Overtime	36.00	30.03	1,081.08
4/25/21	Thompson, Kelvin D	GENERAL LABOR	Regular	40.00	18.59	743.60

Regular Hours 240.00 Regular Anount 4061.20 Over Time Hours 77.00 Over Time Amount 2048.68

Other Hours
0.00
Other Amount
0.00

Subtotal

## TOTAL AMOUNT DUE:

### \$ 6,109.88

6,109.58

Total Hours

317.00

Total Amount 6109.88

Please Detach and Return this portion with your remittance.

Amount Due: \$ 6,109.88 Payment Terms: NET UPON RECEIPT

Amount Remitted: \$

Please Remit To:

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

Staffmark.

Invoice No: 15554471 Invoice Date: 4/30/2021 Customer Number: 1025900

Bill To:

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

Staffmark.

1025900

Customer Number: Department:

Invoice No:

Involce Date:

Amount Due:

Page:

16538531 4/23/2021 4,594.69 USD 1

Bill To: City Of Jackson Annetis Hill OB Curtie Water Treatment Plent 100 OB Curtie Dr Ridgeland MS 39157

For billing questions, please call your local branch

W/E	Employee	Description	Unit	Hours	Rato	Net Amount
04/18/21	Greer, Kameron Ivennta	GENERAL LABOR	Begular	40.00	15.73	629.20
04/18/21	Henry, Kenneth I	GENERAL LABOR	Regular	40.00	15.73	639.20
04/18/21	Henry, Kenneth I	GENERAL LABOR	Overtime	16.00	23.60	377.6
04/12/21	Jones, Patrick D	GENERAL LABOR	Regular	40.00	15.73	629,20
04/18/21	Jonas, Patrick D	GENERAL LABOR	Overtime	4.00	23.60	54.41
04/18/21	Nelson III, Holsey Jr.	GENERAL LABOR	Regular	40,00	20.02	800.80
4/18/21	Welson III, Holsey Jr.	GENERAL LABOR	Overtime	23.00	10.03	690.69
04/18/21	Thompson, Kelvin D	GENERAL LABOR	Regular	40.00	18,59	743.6

Regular Hours 200.00 Regular Amount 3432.00 Over Time Hours 43.00 Over Time Ancunt 1162.69

Subtotal:

TOTAL AMOUNT DUE:

\$ 4,594.69

4.54.5

Total Hours

243.00

Total Amount 4894.69

Please Detach and Return this portion with your remittance.

CS Staffmark.

Invoice No: 15538531 Invoice Date: 4/23/2021 Customer Number: 1025900

B州 To:

City Of Jackson Annette Hill OB Curtis Water Treatment Pient 100 OB Curtis Dr Ridgeland MS 39157 Amount Due: \$ 4,594.69 Payment Terms: NET UPON RECEIPT

Other Hours

0.00

Other Amount

0.00

Amount Remitted: \$

Please Remit To:

Check Payable to: STAFFMARK ATTN: JP Morgan (Non-disbursement) PO Box 734575 Chicago IL 60573-4575

Staffmark.

Customer Number:1025900Department:14429121involce No:14429121Involce Date:10/31/2019Amount Due:1,655.85 USDPage:1

BII To:

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

For billing questions, please call your local branch

Ŵ/E	Employee	Description	.Unit	Hours	Rate	Net Amount
10/27/19	Brown, David B	GENERAL LABOR	Regular	19.00	15.77	299.63
10/27/19	Brown, Marcus A	GENERAL LABOR	Regular	40.00	15.77	630.80
10/27/19	Rawls, Andre	GHNHRAL LABOR	Regular	40.00	15.77	630.80
10/27/19	Rawls, Andre	GENERAL LABOR	Overtime	4.00	23.66	94 . 62
Regu	ular Hours 99.00 Lar Amount 1561.23	Over Time Hours 4.00 Over Time Amount 94.52	Other Hours 0.00 Other Amount 0.00		Total H 103.4 Total An 1655.	)0 nount
		1	Aubtotal :			1,865.85
TOTAL AM	OUNT DUE:					\$ 1,655.85

Please Detach and Return this portion with your remittance.

Amount Due: \$ 1,655.85 Payment Terms: NET UPON RECEIPT

Amount Remitted: \$ \_\_\_\_

Please Remit To:

Check Payable to: STAFFMARK ATTN: US BANK PO Box 952386 St Louis MO 63195-2386

Staffmark.

Invoice No: 14429121 Invoice Date: 10/31/2019 Customer Number: 1025900

Bill To:

City Of Jackson Annette Hill OB Curtis Water Treatment Plant 100 OB Curtis Dr Ridgeland MS 39157 RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI SUPPORTING THE REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY GRANT (RAISE GRANT) PROJECT FOR THE RECONSTRUCTION OF MEDGAR EVERS BOULEVARD AND AUTHORIZING SUBMISSION OF THE RAISE GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION (WARD 3)

WHEREAS, City of Jackson, Mississippi inherited US Highway 49 between Interstate 55 and Interstate 220 from the Mississippi State Highway Department in the mid 1980's after Interstate 220 was constructed to bypass this section of Medgar Evers Boulevard that lead to the Jackson Mall (the first retail mall in Mississippi, now the Jackson Medical Mall) and the University of Mississippi Medical Center. This street was a busy commercial corridor with hotels, restaurants, retail, industries, and thriving neighborhoods. When the interstate bypass was completed and US Highway 49 removed from Medgar Evers Boulevard, the area began a long downturn as a new mall was built on the bypass, newer commercial areas were built elsewhere, industries left the area, and the area has now been a persistent poverty area for over 30 years.

WHEREAS, the neighborhoods along and adjacent to Medgar Evers Boulevard have a rich history as Medgar Evers's home is located just off the street. The home has recently been designated by the United States Congress as the Medgar and Myrlie Evers Home National Monument.

WHEREAS, City of Jackson desires to pursue and apply for the maximum allowable funds of \$25.0 million in grant funds under the United States Department of Transportation (USDOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant program for the reconstruction of the roadway complete with pedestrian and transit stops.

WHEREAS, in pursuit of the aforementioned USDOT RAISE Grant program, the City of Jackson will commit City funds of up to \$6,005,600 or 20% of the \$24,022,400 project.

**BE IT RESOLVED** that the City Council of the City of Jackson, Mississippi, supports the RAISE grant application for the reconstruction of Medgar Evers Boulevard and authorizes the Mayor to submit the grant application and to execute any documents related to the grant.

**BE IT FURTHER RESOLVED** that the City Council of the City of Jackson, Mississippi, hereby commits to the appropriation of funds to be used for the minimum 20% match for the RAISE grant application for the reconstruction of Medgar Evers Boulevard.

Agenda Item No. 25 Agenda Date: July 6, 2021 (WILLIAMS,LUMUMBA)

		MEDGAR EVERS BOULEVARD AND AUTHORIZING SUBMISSION OF THE RAISE GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION
2.	Public Policy Initiative         1. Youth & Education         2. Crime Prevention         3. Changes in City Government         4. Neighborhood Enhancement         5. Economic Development         6. Infrastructure and Transportation         7. Quality of Life	<ol> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>
3.	Who will be affected	Businesses, property owners, motorists, and pedestrians along Medgar Evers Blvd
4.	Benefits	Submission of RAISE Grant application
5.	Schedule (beginning date)	Project complete
6.	<ul> <li>Location:</li> <li>WARD</li> <li>CITYWIDE (yes or no) (area)</li> <li>Project limits if applicable</li> </ul>	Medgar Evers Blvd (Woodrow Wilson Ave to Ridgeway St/Coleman Ave) (Ward 3)
7.	Action implemented by: City Department	City of Jackson, Department of Public Works, Engineering Division
8.	COST	No cost to apply.
9.	Source of Funding General Fund Grant Bond Other	
10.	EBO participation	ABE       %       WAIVER       yes       no       N/A         AABE       %       WAIVER       yes       no       N/A         WBE       %       WAIVER       yes       no       N/A         HBE       %       WAIVER       yes       no       N/A         HBE       %       WAIVER       yes       no       N/A         NABE       %       WAIVER       yes       no       N/A

Revised 2-04

POINTS

1.

**Brief Description/Purpose** 

**Office of the City Attorney** 

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

# **OFFICE OF THE CITY ATTORNEY**

This RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI SUPPORTING THE REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY GRANT (RAISE GRANT) PROJECT FOR THE RECONSTRUCTION OF MEDGAR EVERS BOULEVARD AND AUTHORIZING SUBMISSION OF THE RAISE GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION (WARD 3) is legally sufficient for placement in NOVUS Agenda.

ALKEN, CITY ATTORNEY MONICAD

Terry Williamson, Legal Counsel



### DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

### **MEMORANDUM**

From:

To: Mayor Chokwe Antar Lumumba

Charw ch Charles Williams, P.E., Ph.D.

Director, Department of Public Works

**Date:** June 28, 2021

Subject: Agenda Item for City Council Meeting

Attached you will find a resolution supporting the submission of a RAISE grant to the United States Department of Transportation, committing funds to cover the 20% minimum project match and authorizing the submission of the grant application to United States Department of Transportation (USDOT).

The USDOT renamed its national discretionary grant program, which has been known by the acronyms TIGER and BUILD previously, to Rebuilding American Infrastructure with Sustainability and Equity (RAISE) and revised the criteria for submission and selection. Based on the revised program criteria, the City feels that an application for reconstruction work on Medgar Evers Boulevard that supports work already underway would have a strong chance for funding.

It is the recommendation of Public Works that this resolution be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

# ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "JEWELL CASTON VS. DAN JONES, III, AND CITY OF JACKSON" IN THE CIRCUIT COURT OF HINDS COUNTY, MS FIRST JUDICIAL DISTRICT; CAUSE NO.: 14-471

WHEREAS, on October 8, 2014, a Complaint was filed styled, "Jewell Caston vs. Dan Jones, III, and City of Jackson, in the Circuit Court of Hinds County, Mississippi, First Judicial District, Cause No. 14-471, naming Dan Jones, III and the City of Jackson, Mississippi as Defendants, alleging negligence; and

WHEREAS, on June 10, 2021, the parties, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit "Jewell Caston vs. Dan Jones, III, and City of Jackson, in the Circuit Court of Hinds County, Mississippi, First Judicial District, Cause No. 14-471"; and

WHEREAS, the Office of the City Attorney is recommending the City of Jackson fully and finally resolve this matter with Jewell Caston and his attorney, C. Cooper Miles of Schwartz and Associates, P. A., 162 East Amite Street, Jackson, Mississippi 39201, in return for a complete release of the Dan Jones, III, and the City of Jackson, Mississippi and Entry of an Agreed Order of Dismissal; and

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

WHEREAS, based on the economic value to the City of Jackson and without admitting any liability, it is in the best interest of the citizenry that the City of Jackson resolve this matter in an amount not to exceed Eight Thousand Dollars (\$8,000.00).

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the City of Jackson, Mississippi pay a total sum of Eight Thousand Dollars (\$8,000.00) to Jewell Caston and his attorney, C. Cooper Miles of Schwartz and Associates, P. A., 162 East Amite Street Jackson, Mississippi 39201, in return for a complete release of the Dan Jones, III, and the City of Jackson from any and all liability and to fully and finally resolve this matter.

APPROVED FOR AGENDA:	INITIALS	DATE
LEGAL FINANCE	# 018.518.20-6722	
Budgeted:yesno Acct CAO MAYOR'S OFFICE	π 010.510.20-0722	
	Agenda Item Agenda Date (ALLEN,LUN	e: July 6, 2021

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

F. **T** 

DATE:

	POINTS	COMMENTS
1.	Brief Description	ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "Jewell Caston vs. Dan Jones, III, and City of Jackson, In The Circuit Court of Hinds County, Mississippi, First Judicial District, Cause No. 14-471"
2.	Public Policy Initiative         1. Youth & Education         2. Crime Prevention         3. Changes in City         Government         4. Neighborhood         Enhancement         5. Economic Development         6. Infrastructure and         Transportation         7. Quality of Life	N/A
3.	Who will be affected	City of Jackson
4.	Benefits	Settlement of a certain claim involving the City of Jackson
5.	Schedule (beginning date)	Upon Council approval
6.	Location: WARD CITYWIDE (yes/no) (area) Project limits if applicable	Citywide
7.	Action implemented by: City Department Consultant	Office of the City Attorney
8.	COST	\$8,000.00
9.	Source of Funding General fund 😫 Grant 🗇 Bond 🗇 Other 📮	018.518.20-6722
10.	E. B.O. Participation	ABE%       WAIVERyesnoN/A         AABE%       WAIVERyesnoN/A         WBE%       WAIVERyesnoN/A         HBE%       WAIVERyesnoN/A         NABE%       WAIVERyesnoN/A

Post Office Box 2779 Jackson, Mississippi 39207-2779 Telephone: (601) 960-1799 Facsimile: (601) 960-1256

THE CHANTORNEY

# **OFFICE OF THE CITY ATTORNEY**

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "Jewell Caston vs. Dan Jones, III, and City of Jackson, In The Circuit Court of Hinds County, Mississippi, First Judicial District, Cause No. 14-471" is legally sufficient for placement in NOVUS Agenda.

MONICA D. ALLEN, City Attorney

Romaine L. Richards, Legal Counsel

# 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 Non-Capitalized Equipment.

402006419 - \$2,500.00

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 Non-Capitalized Equipment.

From Account #	To Account #	Amount
402006419	402006240	\$2,500.00

Agenda Item No. 27 Agenda Date: July 6, 2021 (JACKSON CITY COUNCIL)

## ORDER APPOINTING VALERIE BROWN AS DEPUTY COUNCIL CLERK.

WHEREAS, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

WHEREAS, the position of Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

WHEREAS, the Jackson City Council has not appointed any individuals to fill the position Deputy Clerk of the Council; and

**WHEREAS,** after evaluating her qualifications and experience, the governing authorities for the City of Jackson have determined that *Valerie Brown* is a suitable person to serve as Deputy Clerk of the Council;

**IT IS HEREBY ORDERED** that *Valerie Brown* shall be appointed to serve as Deputy Clerk of the Council commencing on July 6, 2021.

**IT IS HEREBY ORDERED** that the compensation to be paid *Valerie Brown* upon commencement of her service as Deputy Clerk of the Council shall be \$31,676.24 annually, excluding any applicable fringe benefits;

**IT IS HEREBY ORDERED** that *Valerie Brown's* tenure as Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council;

**IT IS HEREBY ORDERED** that no contract shall be construed as resulting from the appointment of *Valerie Brown* as Deputy Clerk of the Council;

**IT IS HEREBY ORDERED** that Mississippi's law concerning at will employment shall remain unchanged by the appointment of *Valerie Brown* as Deputy Clerk of the Council.

Agenda Item: \_\_\_\_28\_\_\_\_ Agenda Date: July 6, 2021 (JACKSON CITY COUNCIL)

# ORDER APPOINTING LYDIA GRIZZELL AS DEPUTY COUNCIL CLERK ON A PART-TIME BASIS.

WHEREAS, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

WHEREAS, the position of Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

WHEREAS, the Jackson City Council has not appointed any individuals to fill the position Deputy Clerk of the Council; and

WHEREAS, after evaluating her qualifications and experience, the governing authorities for the City of Jackson have determined that *Lydia Grizzell* is a suitable person to serve as Deputy Clerk of the Council.

**IT IS HEREBY ORDERED** that shall be appointed to serve as Deputy Clerk of the Council with part-time service commencing on July 6, 2021.

IT IS HEREBY ORDERED that the compensation to be paid *Lydia Grizzell* upon commencement of her service as Deputy Clerk of the Council shall be \$15.23 per hour at a maximum of 20 hours per week or \$15,838.16 annually excluding any applicable fringe benefits.

**IT IS HEREBY ORDERED** that *Lydia Grizzell's* tenure as Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

**IT IS HEREBY ORDERED** that no contract shall be construed as resulting from the appointment of *Lydia Grizzell* as Deputy Clerk of the Council.

**IT IS HEREBY ORDERED** that Mississippi's law concerning at will employment shall remain unchanged by the appointment of *Lydia Grizzell* as Deputy Clerk of the Council.

Agenda Item: \_\_\_\_29\_\_\_\_

Agenda Date: <u>July 6, 2021</u>

(JACKSON CITY COUNCIL)

### ORDER APPOINTING MARCIA BELL AS DEPUTY COUNCIL CLERK.

WHEREAS, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

WHEREAS, the position of Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

WHEREAS, the Jackson City Council has not appointed any individuals to fill the position Deputy Clerk of the Council; and

WHEREAS, after evaluating her qualifications and experience, the governing authorities for the City of Jackson have determined that *Marcia Bell* is a suitable person to serve as Deputy Clerk of the Council;

**IT IS HEREBY ORDERED** that *Marcia Bell* shall be appointed to serve as Deputy Clerk of the Council commencing on July 6, 2021.

**IT IS HEREBY ORDERED** that the compensation to be paid *Marcia Bell* upon commencement of her service as Deputy Clerk of the Council shall be \$31,676.24 annually, excluding any applicable fringe benefits;

**IT IS HEREBY ORDERED** that *Marcia Bell's* tenure as Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council;

**IT IS HEREBY ORDERED** that no contract shall be construed as resulting from the appointment of *Marcia Bell* as Deputy Clerk of the Council;

IT IS HEREBY ORDERED that Mississippi's law concerning at will employment shall remain unchanged by the appointment of *Marcia Bell* as Deputy Clerk of the Council.

Agenda Item: \_\_\_\_30\_\_\_\_ Agenda Date: July 6, 2021 (JACKSON CITY COUNCIL)

# ORDER APPOINTING JOHN WILLIAMS AS DEPUTY COUNCIL CLERK ON A PART-TIME BASIS.

WHEREAS, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

WHEREAS, the position of Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

WHEREAS, the Jackson City Council has not appointed any individuals to fill the position Deputy Clerk of the Council; and

WHEREAS, after evaluating his qualifications and experience, the governing authorities for the City of Jackson have determined that *John Williams is* a suitable person to serve as Deputy Clerk of the Council.

**IT IS HEREBY ORDERED** that shall be appointed to serve as Deputy Clerk of the Council with part-time service commencing on July 6, 2021.

IT IS HEREBY ORDERED that the compensation to be paid *John Williams* upon commencement of his service as Deputy Clerk of the Council shall be \$15.23 per hour at a maximum of 20 hours per week or \$15,838.16 annually excluding any applicable fringe benefits.

**IT IS HEREBY ORDERED** that *John Williams*' tenure as Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

**IT IS HEREBY ORDERED** that no contract shall be construed as resulting from the appointment of *John Williams as* Deputy Clerk of the Council.

**IT IS HEREBY ORDERED** that Mississippi's law concerning at will employment shall remain unchanged by the appointment of *John Williams* as Deputy Clerk of the Council.

Agenda Item: \_\_\_\_31\_\_\_\_\_

Agenda Date: <u>July 6, 2021</u> (JACKSON CITY COUNCIL)

### ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI REGULATING THE REMOVAL OF TENNIS SHOES ON OVERHEAD WIRES ACROSS CITY STREETS USED AS SIGNS OF DRUGS AND/ORGANGS

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

WHEREAS, the placement of tennis shoes on overhead wires across City streets in the City of Jackson has been understood to mean that drugs and/or gangs are present in a particular area; and

WHEREAS, the removal of these tennis shoes may be by the following:

Section 1. Any person may report the sighting of tennis shoes on overhead wires across City streets by calling 311 and by giving a location of the sighting.

Section 2. The 311 operator will dispatch the call and the location of the tennis shoes on the overhead wires across City streets to the Department of Public Works with a notation of the date of the dispatched call.

Section 3. The Department of Public Works shall dispatch a crew to remove the tennis shoes from overhead wires across City streets within seven (7) days of receiving the reported incidence.

WHEREAS, it is in the best interest of the citizens of the City of Jackson, Mississippi to remove tennis shoes from overhead wires across City streets.

THEREFORE, IT IS HEREBY ORDERED, the City Council of Jackson, Mississippi hereby regulates the removal of tennis shoes on overhead wires across City streets used as signs of drugs and/or gangs.

SO ORDERED, this the \_\_\_\_\_ day of July, 2021.

Agenda Item # \_\_\_\_\_ Agenda Date: July 6, 2021 BY: STOKES

## RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING AN EMERGENCY DEPLOYMENT OF THE NATIONAL GUARD TO ADDRESS THE CRIME EPIDEMIC 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 senseless crimes resulting in innocent persons being caught in the crossfire and the everescalating numbers of persons who are losing their lives on the streets of the City of Jackson on a daily basis must be addressed in the most highly visible and effective manner possible; and

WHEREAS, the City of Jackson being Mississippi's capital city must be made a priority in the state government; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the Jackson City Council expresses a bold and decisive declaration of being "sick and tired" of the lawlessness currently being experienced in the City of Jackson.

THEREFORE, IT IS HEREBY RESOLVED, the City Council of Jackson, Mississippi hereby supports an emergency deployment of the National Guard to address the crime epidemic in the City of Jackson.

SO RESOLVED, this the \_\_\_\_\_ day of July, 2021.

Agenda Item # \_\_\_\_\_ Agenda Date: July 6, 2021 BY: STOKES

### ORDER OF THE CITY COUNCIL OF JACKSON TO MAKE A CONTRIBUTION TO THE MISSISSIPPI BLACK CAUCUS OF LOCAL ELECTED OFFICIALS (MBC-LEO) 2021 SPONSORSHIP BOOKLET. (BANKS)

WHEREAS, the City Council of the City of Jackson recognizes the significance of the Mississippi Black Caucus of Local Elected Officials (MBC-LEO) and its contributions across the entire state of Mississippi; and

WHEREAS, MBC-LEO is a non-profit corporation providing scholarships, education, training and support for local elected officials of Mississippi with the objective of providing efficiency in government as well as effective leadership; and

WHEREAS, the City of Jackson, Mississippi would like to support the MBC-LEO missions to maintain a network of experienced officials who provide support and counsel to officials in sister cities; and

WHEREAS, a contribution of \$1000.00 for an ad will be provided to the MBC-LEO for its 2021 Sponsorship Booklet; and

IT IS, THEREFORE, ORDERED by the City Council of Jackson, Mississippi to pay one thousand dollars (\$1000.00) from Account Number 001-416006219, as the City's contribution to the MBC-LEO's 2021 Sponsorship Booklet.

Agenda Item No. 34 Agenda Date: July 6, 2021 (BANKS)