

**BE IT REMEMBERED** that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on July 6, 2021, being the first Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Virgi Lindsay, Ward 7, Council President; Angelique Lee, Ward 2, Vice-President; Kenneth Stokes, Ward 3; Brian Grizzell, Ward 4; Vernon Hartley, Ward 5; and Aaron Banks. Directors: Chokwe Antar Lumumba, Mayor; Dr. Safiya Omari, Chief of Staff; Shanekia Mosley-Jordan, Clerk of the Council; Constance White, Chief Deputy Clerk of Council; and Monica Allen, Interim City Attorney.

Absent: None.

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

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The invocation was offered by **Pastor Ryan Street of Holy Trinity Anglican Church**.

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

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The following individuals provided public comments during the meeting:

- **Brandon Crawford** who expressed concerns regarding Agenda Item No. 38.
- **Lawrence Rucker** who expressed concerns regarding crime within the City.
- **Franklin Mason** who expressed concerns regarding a stalker that's putting his life in danger.

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**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:**

<b>2017-2174</b>	<b>2019-1022</b>	<b>2019-1263</b>	<b>2020-1060</b>
<b>2018-1193</b>	<b>2019-1198</b>	<b>2019-1548</b>	<b>2020-1101</b>

**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

**REGULAR MEETING OF THE CITY COUNCIL**

**TUESDAY, JULY 6, 2021 10:00 A.M.**

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**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:

Case No.	Assessed Owner	Address/Zip/Ward	Parcel #	Cost	10% Adm. Cost	Penalty Cost	Total	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	Demolished and removed remains of structure, trash, debris, foundation, steps, driveway and cut grass and weeds and any other items to insure property is clear and free of any and all health hazards.
2018-1193	W S Properties & Investments LLC 137 Green Glades Ridgeland, MS 39157	930 N Congress St 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, tires, and any other items to insure property is clear and free of any and all health hazards; and cut grass and weeds.
2019-1022	Dominic B Tynes 5839 Deer Trl Jackson, MS 39211	5839 Deer Trail 39211 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 weeds.
2019-1198	Carrie S Bennett Est 2151 Overbrook Dr Jackson, MS 39213	204 Whitfield St 39202 7	60-15	\$4,098.00	\$409.80	\$500.00	\$5,007.80	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 weeds.
2019-1263	Helm Place III LLC 2330 University Ave Oxford, MS 38655	144 E Cohea St 39202 7	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 cut grass and weeds.
2019-1548	John A Malouf Jr 5487 Ridgewood Rd Jackson, MS 39211	Lot N of 4374 Ridgewood Rd 39211 1	584-414	\$2,316.00	\$231.60	\$500.00	\$3,047.60	Cut grass, weeds, bushes, saplings, fence line, shrubbery; removed trash and debris, tires, wooden boards, old furniture, building material, tree parts, crates; and cleaned curbside.
2020-1060	Thach Davis 61 King St Apt 21 Worcester MA 01610	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 cut grass and weeds.
2020-1101	Jermey A Ward 227 Lake Village Dr Madison, MS 39110	Lot W of 510 Lawrene Rd 39206 3	517-96	\$1,285.20	\$128.52	\$500.00	\$1,913.72	Cut grass, weeds, bushes, saplings; removed trash and debris, wooden boards, building materials, tree parts, old furniture, crates; and cleaned curbside.
							<b>GRAND TOTAL</b>	<b>\$53,052.40</b>

**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.

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

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

Nays – None.

Absent – None.

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**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:

Case No.	Assessed Owner	Address/Zip/Alt	Parcel #	Cost	10% Adm. Cost	Penalty Cost	Total	Work Completed
2019-1321	Kingdom Management Group LLC 900 Municipal Dr Brandon, MS 39042	2267 Forest Glen Dr 39213 2	721-834	\$450.00	\$45.00	\$500.00	\$995.00	Cut grass, weeds, shrubbery, fence 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; cut grass, weeds, shrubbery, fence line, bushes, saplings; removed trash, debris, tree limbs & parts, tires; and cleaned curbside.
							<b>GRAND TOTAL</b>	<b>\$3,134.00</b>

**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.

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

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

Nays – None.

Absent – None.

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There came on for Introduction, Agenda Item No. 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.** Said item was referred to the Planning Committee.

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There came on for Introduction, Agenda Item No. 6:

**ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI ESTABLISHING COMPENSATION FOR MUNICIPAL ELECTION COMMISSIONERS, POLL MANAGERS, RESOLUTION BOARD AND BOX HELPERS.** Said item was referred to the Government Operation Committee.

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**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI PROVIDING FOR THE ELECTION OF COUNCIL PRESIDENT AND VICE PRESIDENT.**

**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.

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

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**President Banks** opened the floor for nominations for Council President.

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**Council Member Stokes** nominated **Council Member Banks** to serve as Council President.

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**Council Member Lee** nominated **Council Member Lindsay** to serve as Council President.

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**Council Member Stokes** moved to close the nomination for Council President be closed.

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Thereafter, **President Banks** called for a vote to elect **Council Member Lindsay** as Council President. The vote was as follows:

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

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Thereafter, **President Banks** called for a vote to elect **Council Member Banks** as Council President. The vote was as follows:

Yeas – Banks, Hartley, and Stokes.  
Nays – None.  
Absent – None.

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**Council Member Banks** opened the floor for nominations for Council Vice President.

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**Council Member Foote** nominated **Council Member Lee** to serve as Council Vice President.

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**Council Member Hartley** nominated **Council Member Banks** to serve as Council Vice President.

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**Council Member Banks** moved to close the nomination for Council Vice President be closed.

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**Council Member Banks** called for a vote to elect **Council Member Banks** as Vice President. The vote was as follows:

- Yeas – Banks, Hartley, and Stokes.
  - Nays – None.
  - Absent – None.
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**Council Member Banks** called for a vote to elect **Council Member Lee** as Council Vice President. The vote was as follows:

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

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**President Lindsay** now presides over the meeting.

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**ORDER APPROVING CLAIMS NUMBER 25422 to 25531 APPEARING AT PAGES 99 TO 134 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$5,430,139.92 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that claims numbered 25422 to 25531 appearing at pages 99 to 134, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$5,430,139.92 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

<b>FROM:</b>	<b>FUND</b>
GENERAL FUND	1,775,693.60
SEIZURE & FORF PROP-STATE	13,020.00
TECHNOLOGY FUND	156,679.74
PARKS & RECR. FUND	54,873.17
LANDFILL SANITATION FUND	1,799,722.83
FIRE PROTECTION	205.45
NCSC SENIOR AIDES	68.38
STATE TORT CLAIMS FUND	110,819.00
WATER/SEWER OP & MAINT FUND	1,497,103.14
WATER/SEWER CAPITAL IMPR FUND	405,895.15
EMPLOYEES GROUP INSURANCE FUND	9,920.85
KELLOGG FOUNDATION PROJECT	67.57
NARCOTICS EVIDENCE ESCROW	14,946.20
PAYROLL FUND	62,660.26
EARLY CHILDHOOD (DAYCARE)	2,404.87
HOUSING COMM DEV ACT (CDBG) FD	923.41
UNEMPLOYMENT COMPENSATION REVO	79,409.64
PUBLIC SAFETY PLANNING	13,300.01
CAPITOL STREET 2-WAY PROJECT	71,824.04
1% INFRASTRUCTURE TAX	37,255.00
MADISON SEWAGE DISP OP & MAINT	19.73

**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, JULY 6, 2021 10:00 A.M.**

**250**

WATER/SEWER CAP IMP NOTE 7M	78,957.51
TRANSPORTATION FUND	15,543.08
RESURFACING – REPAIR & REPL. FD	25,696.36
POLICE PROP EVIDENCE CASH FUND	200.00
P E G ACCESS – PROGRAMMING FUND	7,460.94
MHC BLIGHT ELIMINATION PROGRAM	49,350.00
FLOODING OF 2020	334,935.31
MODERNIZATION TAX	301,678.20
ESG COVID CARES ACT	20,000.00
PARKS & RECS GRANTS	600.00
ZOOLOGICAL PARK	10,042.61
LIBRARY FUND	9,453.60

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

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**President Lindsay** recognized **Marlin King, Interim Chief Administrative Officer**, who provided a brief overview of larger claims at the request of **President Lindsay**.

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

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

**Note:** Said item failed due to lack of majority of vote.

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**President Lindsay** recognized **Mayor Chokwe Antar Lumumba**, who recommended the Council reconsider the previous item: Claims.

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**President Lindsay** recognized **Council Member Banks** who moved to reconsider if Veolia is removed from the docket.

**Note:** Said motion failed to reconsider.

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**President Lindsay** recognized **Council Member Banks** who moved, seconded by **Vice President Lee**, to reconsider the previous item. The motion prevailed by the following vote:

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

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**ORDER APPROVING CLAIMS NUMBER 25422 to 25531 APPEARING AT PAGES 99 TO 134 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$5,430,139.92 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that claims numbered 25422 to 25531 appearing at pages 99 to 134, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$5,430,139.92 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

<b>FROM:</b>	<b>FUND</b>
GENERAL FUND	1,775,693.60
SEIZURE & FORF PROP-STATE	13,020.00
TECHNOLOGY FUND	156,679.74
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LANDFILL SANITATION FUND	1,799,722.83
FIRE PROTECTION	205.45
NCSC SENIOR AIDES	68.38
STATE TORT CLAIMS FUND	110,819.00
WATER/SEWER OP & MAINT FUND	1,497,103.14
WATER/SEWER CAPITAL IMPR FUND	405,895.15
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1% INFRASTRUCTURE TAX	37,255.00
MADISON SEWAGE DISP OP & MAINT	19.73
WATER/SEWER CAP IMP NOTE 7M	78,957.51
TRANSPORTATION FUND	15,543.08
RESURFACING – REPAIR & REPL. FD	25,696.36
POLICE PROP EVIDENCE CASH FUND	200.00
P E G ACCESS – PROGRAMMING FUND	7,460.94
MHC BLIGHT ELIMINATION PROGRAM	49,350.00
FLOODING OF 2020	334,935.31
MODERNIZATION TAX	301,678.20
ESG COVID CARES ACT	20,000.00
PARKS & RECS GRANTS	600.00
ZOOLOGICAL PARK	10,042.61
LIBRARY FUND	9,453.60

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

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**President Lindsay** recognized **Monica Allen, Interim City Attorney**, who provided a brief overview of the requirement of remitting payment for claims within state statute.

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After a thorough discussion, **President Lindsay** and **Vice President Lee** withdrew their motion and second. Said item will be tabled until later in the meeting.

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**President Banks** requested that Agenda Item No. 14 and 15 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

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**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.**

**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 \$298,000.00; 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 \$150,000.00.

**IT IS FURTHER ORDERED** that the city of Jackson shall pay Falcon's an estimated amount in FY 2021-2022 not to exceed \$148,000.00 (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.

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

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**President Lindsay** recognized **David Lewis, Deputy Director of Human and Cultural**, who provided a brief overview of said item.  
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After a thorough discussion, **President Lindsay** called for a vote on said item:

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

Nays – None.

Absent – None.

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**ORDER AUTHORIZING THE MAYOR TO 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.**

**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.

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

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

Nays – None.

Absent – None.

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There came on for Agenda Item No.2:

**ORDER APPROVING CLAIMS NUMBER 25422 to 25531 APPEARING AT PAGES 99 TO 134 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$5,430,139.92 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that claims numbered 25422 to 25531 appearing at pages 99 to 134, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$5,430,139.92 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

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MHC BLIGHT ELIMINATION PROGRAM	49,350.00
FLOODING OF 2020	334,935.31
MODERNIZATION TAX	301,678.20
ESG COVID CARES ACT	20,000.00
PARKS & RECS GRANTS	600.00

**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, JULY 6, 2021 10:00 A.M.**

ZOOLOGICAL PARK	10,042.61
LIBRARY FUND	9,453.60

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

Yeas – Foote, Grizzell, Lee and Lindsay.

Nays – Banks, Hartley and Stokes.

Absent – None.

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**ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 25422 TO 25531 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that payroll deduction claims numbered 25422 to 25531 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$112, 464.83 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND	TO PAYROLL FUND
GENERAL FUND		2,227,200.95
PARKS & RECR FUND		96,093.17
LANDFILL FUND		19,290.99
SENIOR AIDES		1,771.60
WATER/SEWER OPER & MAINT		216,573.20
PAYROLL	112,464.83	
EARLY CHILDHOOD		31,721.19
HOUSING COMM DEV		11,664.84
TITLE III AGING PROGRAMS		5,654.23
TRANSPORTATION FUND		15,408.39
PEG ACCESS-PROGRAMMING FUND		8,631.46
<b>TOTAL</b>		<b>\$2,624,010.02</b>

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

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

Nays – None.

Absent – None.

\*\*\*\*\*

**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.

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

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

Nays – None.

Absent – None.

\*\*\*\*\*

**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.

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

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

Nays – None.

Absent – None.

\*\*\*\*\*

**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:

ADOPTED:

\_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
PRESIDENT

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

ATTEST:

APPROVED:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

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

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**Council Member Foote** moved, seconded by **Council Member Stokes**, to amend said order to nominate as follows: **Council Member Banks** as the First Alternate. The motion prevailed by the following vote:

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

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

**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.**

REGULAR MEETING OF THE CITY COUNCIL

TUESDAY, JULY 6, 2021 10:00 A.M.

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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: Aaron Banks, Council Member

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:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

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

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

Nays – None.

Absent – None.

\*\*\*\*\*

**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.

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

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

Nays – None.

Absent – None.

\*\*\*\*\*

**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.**

**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.

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

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

Nays – None.

Absent – None.

\* \* \* \* \*

**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.**

**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 \$725,427.00 in grant funds by Central Mississippi Planning and Development District Area Agency on Aging and \$7,414.00 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 \$248,474.00 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.

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

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

Nays – None.

Absent – None.

\*\*\*\*\*

**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.**

**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 (\$142,115.00); 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 (\$214,885.00); 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 (\$47,372.00) 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 (\$152,628.00) for the operation of the Senior Transportation Program; for a total local cash match in the amount of Two Hundred Thousand Dollars (\$200,000.00).

**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 (\$142,115.00) and the Mississippi Department of Transportation (\$152,628.00).

**IT IS FURTHER ORDERED** that the local match of Two Hundred Thousand Dollars (\$200,000.00) be provided from the General Fund, if said funds are allocated to the City from the above referenced entities.

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

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

Nays – None.

Absent – None.

\*\*\*\*\*

**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 \$11,640.00 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.

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

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

Nays – None.

Absent – None.

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**ORDER 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:

	<b>Date</b>	<b>Vendor Name</b>	<b>Purchases/Services</b>	<b>Amount</b>
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

**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, JULY 6, 2021 10:00 A.M.**

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.

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

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**President Lindsay** recognized **Jordan Hillman, Director of Planning and Development**, who provided a brief overview of said item.

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

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

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**ORDER AUTHORIZING THE MAYOR TO 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 commencing 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).

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

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

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**ORDER RATIFYING 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.

**DECLARATION OF EMERGENCY  
TO INVOKE EMERGENCY CONTRACT PROCEDURE**

**I. REQUEST**


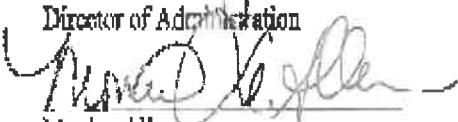
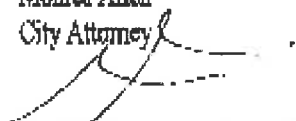
The City of Jackson experienced a storm event with high winds and rain leaving multiple downed trees within the right of way. The City of Jackson needs to remove the downed trees to minimize any delays to first responders and protect the public. The City of Jackson Maintenance crews cannot perform the 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 (c) 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.

	5/4/2021
Charles Williams Jr., PE, PhD Director/City Engineer	DATE

**II. REVIEWED AND APPROVED**

	5/7/2021
Las Wanda Horton Director of Administration	DATE
	5/13/2021
Monica Allen City Attorney	DATE
	5/11/21
Marlin King Chief Administrative Officer	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

5/14/2021  
DATE

**DEBRIS REMOVAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into this the 27 day of May 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 May 5, 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 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 shall include 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 Building 200 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  
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 requirements 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. **LICENSES, 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 CONTRACTOR 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.



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

By: *Chokwe A. Johnson*  
Chokwe A. Johnson  
Mayor

CONTRACTOR:  
Four Season Enterprises LLC

By: *Robert Sore*  
[Signature]

Robert Sore  
[Print Name]

owner  
[Title]

- 7 -

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

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**President Lindsay** recognized **Charles Williams, Interim Director of Public Works**, who provided a brief overview of said item.

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

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

\*\*\*\*\*

**Note: Council Member Stokes** left during the discussion.

\*\*\*\*\*

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

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**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 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.


**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 (c) 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

5/4/2021


DATE

**II. REVIEWED AND APPROVED**

  
LaWanda Horton  
Director of Administration

5/7/2021

DATE

  
Monica Allen  
City Attorney

5/13/2021

DATE

  
Marlin King  
Chief Administrative Officer

5/11/21

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 A. TAR L. MUMBA  
Mayor

5/14/2021  
DATE

**DEBRIS REMOVAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this the 26 day of May, 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 PBT 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:

1. **SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this Agreement pursuant to the May, 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 May, 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.
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 shall include 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 Building 200 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 requirements 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 CONTRACTOR 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 manner. 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: Tanika 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 purposes 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 effect 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 officer or agent.

City of Jackson, Mississippi

By:   
Chokwe A. Lyman  
Mayor

CONTRACTOR:  
FDT LOGISTICS LLC

By:   
[Signature]  
Tamika R. Bradley  
[Print Name]  
owner  
[Title]

-7-

Council Member Lee moved adoption; Council Member Lindsay seconded.

-----  
President Lindsay recognized Charles Williams, Interim Director of Public Works, who provided a brief overview of said item.

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

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

\*\*\*\*\*

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

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 were 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	\$4,117.02
Total	\$49,173.05

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

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

Nays – None.

Absent – Stokes.

\*\*\*\*\*

**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.**

**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 \$6,005,600.00 or 20% of the \$24,022,400.00 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.

Vice President Lee moved adoption; President Lindsay seconded.

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

\*\*\*\*\*

**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.

Vice President Lee moved adoption; President Lindsay seconded.

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

\*\*\*\*\*

**ORDER REVISING THE BUDGET FOR FISCAL YEAR 2020-2021 FOR THE JACKSON CITY COUNCIL.**

WHEREAS, certain unanticipated needs have arisen since the adoption of the Fiscal Year 2020-2021 budget; and

WHEREAS, the Fiscal Year 2020-2021 budget needs to be revised to provide funding for these needs; and

WHEREAS, the following line items are being revised and increased by the following amounts to provide funds for Non-Capitalized Equipment.

402-00-6419 - \$2,500.00

REGULAR MEETING OF THE CITY COUNCIL

TUESDAY, JULY 6, 2021 10:00 A.M.

**IT IS, THEREFORE, ORDERED** that the Fiscal Year 2020-2021 budget be revised in the amount of \$2,500.00, as follows to provide funds for Non-Capitalized Equipment.

From Account #	To Account #	Amount
402-00-6419	402-00-6240	\$2,500.00

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

-----  
**Council Member Banks** moved, seconded by **Vice President Lee**, to amend said order to change the amount from \$2,500 to \$5,500. The motion prevailed by the following vote:

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

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

**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.

402-00-6419 - \$2,500.00

**IT IS, THEREFORE, ORDERED** that the Fiscal Year 2020-2021 budget be revised in the amount of \$2,500.00, as follows to provide funds for Non-Capitalized Equipment.

From Account #	To Account #	Amount
402-00-6419	402-00-6240	\$5,500.00

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

\*\*\*\*\*

**Note: Council Member Stokes** returned to the meeting.

\*\*\*\*\*

**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.

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

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**President Lindsay** recognized **Valerie Brown**, who gave her personal statement and answered questions posed to her by Council Members.

-----  
Thereafter, **President Lindsay** called for a vote on said item:

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

Nays – None.

Absent – None.

\*\*\*\*\*

**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.

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

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**President Lindsay** recognized **Lydia Grizzell**, who gave her personal statement and answered questions posed to her by Council Members.

-----  
Thereafter, **President Lindsay** called for a vote on said item:

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

\*\*\*\*\*

**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.

**Council Member Banks** moved adoption; **Council Member Lee** seconded.

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**President Lindsay** recognized **Marcia Bell**, who gave her personal statement and answered questions posed to her by Council Members.

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Thereafter, **President Lindsay** called for a vote on said item:

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

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**ORDER 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.

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

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**President Lindsay** recognized **John Williams**, who gave his personal statement and answered questions posed to her by Council Members.

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Thereafter, **President Lindsay** called for a vote on said item:

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

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**ORDER 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/OR GANGS.**

**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 6<sup>th</sup> day of July, 2021.

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

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**President Lindsay** recognized **Council Member Foote** who moved, seconded by **Vice President Lee**, to amend said order to strike through “Public Works” and change to “Fire Department”. After a lengthy discussion, **Council Member Foote** and **Vice President Lee** withdrew their motion and second.

-----

**President Lindsay** recognized **Council Member Foote** moved, seconded by **Vice President Lee**, to amend said order to replace “Public Works” with “Planning and Development”. The motion prevailed by the following vote:

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

**Note:** Said motion failed due to lack of majority of vote.

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Thereafter, **President Lindsay** called for a vote on said item:

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

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**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 ever-escalating 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 6<sup>th</sup> day of July, 2021.

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

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After thorough discussion, **President Lindsay** recognized **Council Member Stokes** and **Council Member Banks** who withdrew their motion and second. Said item was referred to the Law Enforcement Committee.

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**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.**

**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.

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

Yeas – Banks, Grizzell, Hartley, and Stokes.

Nays – Foote, Lee, and Lindsay.

Absent – None.

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There came on for Discussion, Agenda Item No. 35:

**DISCUSSION: PLANETARIUM:** **President Lindsay** recognized **Mayor Chokwe Antar Lumumba** who stated his discussion item had been satisfied in a previous item.

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**Note:** **Council Member Stokes** left the meeting.

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There came on for Discussion, Agenda Item No. 36:

**DISCUSSION: STAFFING AT JPD JAIL:** **Councilman Foote** expressed concern regarding staffing issues at the JPD holding facility. **Mayor Chokwe Antar Lumumba** gave a brief overview of said item, and made it known that the City only has a holding facility and not a jail.

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There came on for Discussion, Agenda Item No. 37:

**DISCUSSION: TENTS: President Lindsay** stated said item will be held until a later date due to the absence of **Council Member Stokes**.

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There came on for Discussion, Agenda Item No. 38:

**DISCUSSION: PARKS/SWIMMING POOLS - SECURITY: President Lindsay** stated said item will be held until a later date due to the absence of **Council Member Stokes**.

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There came on for Discussion, Agenda Item No. 39:

**DISCUSSION: COMPLETION OF AUDIT: Lawanda Jones** discussed the need to address the City’s GASB 75 status, and the need for an Actuary.

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**President Lindsay** recognized **Council Member Banks** who moved, seconded by **Council Member Grizzell**, to add an item to the agenda on an emergency basis: “Order authorizing the Mayor to execute the contract form Southern Actuarial Services Co. to complete the GASB 75 report for the self-funded health plan for the City of Jackson Mississippi fiscal year commencing October 1, 2020 through September 30, 2021”.

The motion prevailed by the following vote:

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

Nays – None.

Absent – Stokes.

\*\*\*\*\*

There came on as the Emergency Agenda Item: ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT FORM SOUTHERN ACTUARIAL SERVICES CO. TO COMPLETE THE GASB 75 REPORT FOR THE SELF-FUNDED HEALTH PLAN FOR THE CITY OF JACKSON MISSISSIPPI. Hearing no objections, the Clerk read the following:

**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT FORM SOUTHERN ACTUARIAL SERVICES CO. TO COMPLETE THE GASB 75 REPORT FOR THE SELF-FUNDED HEALTH PLAN FOR THE CITY OF JACKSON MISSISSIPPI.**

**WHEREAS**, the City of Jackson previously had a contractual relationship with Gulf States Consultants and Administrators to advice and provide recommendations regarding health care trends and the status of its self-funded healthcare plan; and

**WHEREAS**, in addition to providing advice and recommendations on health care trends and the status of its self-funded healthcare plan, Gulf States Consultants provided actuarial reports each fiscal year, which assisted the City with the completion of the City of Jackson’s Comprehensive Annual Financial Reports: and

**WHEREAS**, the Southern Actuarial Services Co submitted a contract for the one- time fee of \$12,000 for the completion of the GASB 75 report.

**WHEREAS**, there is no provision in the agreement for any type of remedy if there is a breach, including attorney fees; and

**WHEREAS**, the actuarial report provides the necessary budgetary projection of claims for the City of Jackson Self Funded Health Plan; and

WHEREAS, the best interest of the City would be served by accepting the contract from Southern Actuarial Services Co.

IT IS HEREBY ORDERED that the Mayor is authorized to execute a contract with Southern Actuarial Services to perform actuary services for the City's Self-Funded Health Plan for the fiscal year commencing October 1, 2020 through September 30, 2021.

IT IS HEREBY ORDERED that compensation not exceeding \$12,000.00 may be paid for the services when rendered.

Council Member Banks moved adoption; Vice President Lee seconded.

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

Nays – None.

Absent – Stokes.

\*\*\*\*\*

The following reports/announcements were provided during the meeting:

- Council Member Hartley, announced the following:
  - Encouraged candidates to remove campaign signs around the City of Jackson.
- Mayor Chokwe Antar Lumumba announced the following:
  - Citizens are encouraged to visit the City of Jackson's website at [www.jacksonms.gov](http://www.jacksonms.gov) to sign up for Code Red in order to receive critical notices.
  - Encouraged citizens to attend the Back to School Extravaganza on July 31, 2021 at VA League Field 4400 Office Thomas Catchings Drive Jackson MS.
  - Citizens are encouraged to visit the City of Jackson's website at [www.jacksonms.gov](http://www.jacksonms.gov) to sign up for Code Red in order to receive critical notices.
  - COPS meeting will be held as follows (via Zoom):
    - Precinct 1 – 1<sup>st</sup> Thursday
    - Precinct 2 – 2<sup>nd</sup> Thursday
    - Precinct 3 – 3<sup>rd</sup> Thursday
    - Precinct 4 – 4<sup>th</sup> Thursday
  - Encouraged all citizens to contact Constituents Service for any questions or concerns regarding the COPS meetings at 601-960-1084.

\*\*\*\*\*

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Council Zoning Meeting at 2:30 p.m. on July 19, 2021. At 12:57 p.m., the Council stood adjourned.

PREPARED BY:

Shanekia Medley Jordan  
CLERK OF COUNCIL

APPROVED:

Chokwe Antar Lumumba, 9/17/2021  
MAYOR *ALB* DATE

ATTEST:

Angela Harris  
CITY CLERK

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