



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

August 31, 2021

AGENDA

10:00 AM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **PASTOR ARTHUR SUTTON - PROGRESSIVE M.B. CHURCH**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

2. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING THE HONORARY RENAMING OF CARNATION STREET FROM POCAHONTAS AVENUE TO HOLMES AVENUE TO REVEREND FRANK WILBERT JAMES DRIVE. (STOKES)**
3. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING THE HONORARY RENAMING OF ORA BELL (MA BELL) WRIGHT DRIVE (FROM MARTIN LUTHER KING, JR. DRIVE TO FLORA STREET) TO BARBARA RAMSEY DRIVE. (STOKES)**

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

INTRODUCTION OF ORDINANCES

4. **ORDINANCE ADDING CHAPTER 2, ARTICLE III, DIVISION 9, SECTION 2-331 OF THE JACKSON CODE OF ORDINANCES. (LUMUMBA)**
5. **ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD THE JOB CLASSIFICATION OF CHIEF FINANCIAL OFFICER. (MARTIN, LUMUMBA)**

ADOPTION OF ORDINANCE

6. **ORDINANCE AMENDING SECTION 2-336(6) OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON MISSISSIPPI. (MARTIN, LUMUMBA)**
7. **ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATIONS EMERGENCY**

VEHICLE TECHNICIAN I; EMERGENCY VEHICLE TECH II; EMERGENCY VEHICLE TECHNICIAN MANAGER FOR THE DIVISION OF THE FIRE GARAGE IN THE JACKSON FIRE DEPARTMENT. (MARTIN, LUMUMBA)

8. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING THE HONORARY RENAMING OF CARNATION STREET FROM POCAHONTAS AVENUE TO HOLMES AVENUE TO REVEREND FRANK WILBERT JAMES DRIVE. (STOKES)**
9. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING THE HONORARY RENAMING OF ORA BELL (MA BELL) WRIGHT DRIVE (FROM MARTIN LUTHER KING, JR. DRIVE TO FLORA STREET) TO BARBARA RAMSEY DRIVE. (STOKES)**

REGULAR AGENDA

10. **CLAIMS (HORTON, LUMUMBA)**
11. **PAYROLL (HORTON, LUMUMBA)**
12. **ORDER ACCEPTING THE PROPOSAL OF J.P. MORGAN CHASE BANK, N.A. TO PROVIDE LEASE PURCHASE FINANCING FOR 2021 AND AUTHORIZING THE MAYOR TO EXECUTE THE MASTER LEASE PURCHASE AGREEMENT, ESCROW AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY FOR FUNDING OF THE 2021 LEASE PURCHASE TRANSACTION.(HORTON, LUMUMBA)**
13. **ORDER AMENDING ORDER ACCEPTING THE TERM BID OF INNOVATIVE PERFORMANCE CONSTRUCTION, LLC FOR A THIRTY-SIX MONTH TERM, FOR INSTALLATION OF FIBER OPTIC CABLE AND HARDWARE (BID NO. 83890-110519). (HORTON, LUMUMBA)**
14. **ORDER CONFIRMING THE MAYOR'S RE-APPOINTMENT OF DR. VONDA REEVES TO THE JACKSON REDEVELOPMENT AUTHORITY. (LUMUMBA)**
15. **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF LOUIS WRIGHT AS CHIEF ADMINISTRATIVE OFFICER, CITY OF JACKSON, MISSISSIPPI. (LUMUMBA)**
16. **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF LAAWANDA HORTON AS DIRECTOR OF THE DEPARTMENT OF ADMINISTRATION, CITY OF JACKSON, MISSISSIPPI. (LUMUMBA)**
17. **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF JORDAN HILLMAN AS DIRECTOR OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT, CITY OF JACKSON, MISSISSIPPI. (LUMUMBA)**
18. **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF MARLIN KING AS DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS, CITY OF JACKSON, MISSISSIPPI. (LUMUMBA)**
19. **ORDER AUTHORIZING PAYMENT OF INVOICES FOR CERTAIN SERVICES AND COMMODITIES PURCHASED FOR THE PURPOSE OF ADVANCING THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITY OF JACKSON DURING THE COVID-19 PANDEMIC. (LUMUMBA)**
20. **ORDER AMENDING ORDER AUTHORIZING THE MAYOR TO EXECUTE**

AN AGREEMENT WITH LACEY LOFTIN CONSULTING, LLC, TO SERVE AS THE DATA SCIENTIST FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD). (WRIGHT, LUMUMBA)

21. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MASTER SERVICES AGREEMENT BETWEEN WEBQA AND THE CITY OF JACKSON, MISSISSIPPI, FOR RENEWAL OF GOVQA FOIA APPLICATIONS SOFTWARE. (A. HARRIS, LUMUMBA)**
22. **ORDER AUTHORIZING THE SUBMISSION OF THE FY 2021 ARPA TRAVEL, TOURISM, AND OUTDOOR RECREATION GRANT APPLICATION THROUGH THE EDA FOR RUSSELL C. DAVIS PLANETARIUM. (KIDD, LUMUMBA)**
23. **ORDER RATIFYING THE APPLICATION AND ACCEPTANCE OF THE MISSISSIPPI HUMANITIES COUNCIL AMERICAN RESCUE PLAN 2021 GRANT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE ACCEPTANCE AND ADMINISTRATION OF SAID GRANT. (KIDD, LUMUMBA)**
24. **ORDER RATIFYING THE ACCEPTANCE OF ALARM MONITORING AND MAINTENANCE SERVICES FROM AED SECURITY FOR SERVICES RENDERED TO THE PARK MAINTENANCE AND PETE BROWN GOLF FACILITIES, FROM JUNE 1, 2021 THROUGH SEPTEMBER 30, 2021, AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH AED SECURITY. (WARDS 3 & 4) (HARRIS, LUMUMBA)**
25. **ORDER AUTHORIZING PAYMENT TO ANIMAL MEDICAL CENTER FOR SERVICES RENDERED. (DAVIS, LUMUMBA)**
26. **ORDER AUTHORIZING PAYMENT TO FEDEX FOR SERVICES RENDERED. (DAVIS, LUMUMBA)**
27. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FIVE (5) YEAR LEASE AGREEMENT FOR THE LEASE OF OFFICE SPACE FOR PRECINCT 4. (DAVIS, LUMUMBA)**
28. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY ACCESS AGREEMENT BETWEEN THE CITY OF JACKSON AND GREAT CITY MS FOUNDATION FOR JAMIE FOWLER BOYLE PARK TO PERFORM INSPECTIONS, SURVEYING, SOIL AND ENVIRONMENTAL TESTING, SITE TOURS, AND SURFACE MAINTENANCE WITH AN OBJECTIVE TO DEVELOP A PEDESTRIAN BRIDGE AND TRAIL. (WARD 7) (HILLMAN, LUMUMBA)**
29. **ORDER AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR AND ADMINISTER THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S OFFICE OF LEAD HAZARD CONTROL AND HEALTHY HOMES PRODUCTION GRANT THAT WILL SUPPORT EXISTING HOUSING REHABILITATION PROGRAMS. (HILLMAN, LUMUMBA)**
30. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND**

DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1218 – 1816 WALTHAM STREET– \$5,000.00.(WARD 5) (HILLMAN, LUMUMBA)

31. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH THE UNIVERSITY OF MISSISSIPPI ON BEHALF OF THE MISSISSIPPI SMALL BUSINESS DEVELOPMENT CENTER STATE OFFICE FOR A SUB-AWARD GRANT IN THE AMOUNT OF \$132,431.00 TO PROVIDE FUNDING TO THE CITY'S SMALL BUSINESS DEVELOPMENT CENTER. (HILLMAN, LUMUMBA)**
32. **ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND VARIOUS ORGANIZATIONS FOR THE USE OF 2020 HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM FUNDS IN THE JACKSON METROPOLITAN STATISTICAL AREA FOR A TOTAL OF \$1,434,010.00 (MSA) FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) (ALL WARDS). (HILLMAN, LUMUMBA)**
33. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH JACKSON INDIE MUSIC WEEK (JIMW) TO FACILITATE PRE-PRODUCTION RESPONSIBILITIES AND SERVICES NECESSARY FOR JIMW TO PERFORM DURING THE TECH JXN 2021 CONFERENCE AND FESTIVAL SEPTEMBER 23-25, 2021. (HILLMAN, LUMUMBA)**
34. **ORDER APPROVING A COMPREHENSIVE SIGN PLAN FOR THE BELHAVEN TOWN CENTER THROUGH ALTERNATIVE COMPLIANCE PURSUANT TO CHAPTER 2 SECTION 102-30 (16) OF THE CITY OF JACKSON CODE OF ORDINANCES. (HILLMAN, LUMUMBA)**
35. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING AND OTHER DOCUMENTS NECESSARY TO ACTIVATE THE LITTLE J RAIL TRAIL PROJECT FROM THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION. (WARD 5) (WILLIAMS, LUMUMBA)**
36. **ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO RETAIN AN EXPERT WITNESS IN THE LAWSUIT STYLED, "ROBERT CHAMBERS V. CITY OF JACKSON, MS; OFFICER KENNETH SHORT (In his individual and official capacities); AND JOHN AND JANE DOES 1-10." IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI, NORTHERN DIVISION; CIVIL ACTION NO.: 3:20-cv-58-CWR-LGI. (ALLEN, LUMUMBA)**
37. **ORDER AUTHORIZING THE PAYMENT OF ATTORNEY'S FEES ON BEHALF OF (FORMER) JACKSON POLICE OFFICERS KENNETH SHORT AND CODEY SMITH IN THE MATTER OF DEVON MODACURE vs THE CITY OF JACKSON, et al.; UNITED STATES FEDERAL DISTRICT COURT, SOUTHERN DISTRICT OF MISSISSIPPI; CASE NO. 3:20-CV-476-HTW-LGI. (ALLEN, LUMUMBA)**
38. **ORDER AUTHORIZING THE PAYMENT OF ATTORNEY'S FEES ON**

BEHALF OF JACKSON POLICE OFFICER DON GATER, IN THE MATTER OF MARTHA DEE VS. THE CITY OF JACKSON, JAMES DAVIS, IN HIS INDIVIDUAL AND OFFICIAL CAPACITY, DONALD GATER, IN HIS INDIVIDUAL AND OFFICIAL CAPACITY IN THE UNITED STATES FEDERAL DISTRICT COURT, SOUTHERN DISTRICT OF MISSISSIPPI; CIVIL ACTION NO.: 3:20-cv-752-KHJ-FKB. (ALLEN, LUMUMBA)

39. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE CELEBRATION OF LABOR DAY, 2021. (STOKES)**
40. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING THE COMMEMORATION OF SEPTEMBER 11, 2001. (STOKES)**
41. **ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (JACKSON CITY COUNCIL)**
42. **ORDER REVISING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2020-2021. (HORTON, LUMUMBA)**

DISCUSSION

43. **DISCUSSION: POTHOLES (STOKES)**
44. **DISCUSSION: WATER BILLS (STOKES)**
45. **DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY (JACKSON CITY COUNCIL)**
46. **DISCUSSION: PERSONNEL MATTER (LINDSAY)**
47. **DISCUSSION: LITIGATION (ALLEN, LUMUMBA)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

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

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
ESTABLISHING THE HONORARY RENAMING OF CARNATION STREET
FROM POCAHONTAS AVENUE TO HOLMES AVENUE TO REVEREND
FRANK WILBERT JAMES DRIVE.**

WHEREAS, the late Reverend Frank Wilbert James was a Man of God, Church Pastor, Baptist Fellowship organizer, an activist for justice, a husband, father, and a pillar of the community; and

WHEREAS, Reverend James has been an ordained preacher since 1959, he worked alongside Medgar Evers and was involved in the Civil Rights Movement; and

WHEREAS, it is in the best interest of the citizens of City of Jackson that this distinguished citizen and community leader be honored with the honorary renaming of this street designation in his honor; and

NOW, THEREFORE, BE IT ORDAINED, that the Jackson City Council hereby honorary renames Carnation Street from Pocahontas Avenue to Holmes Avenue to Reverend Frank Wilbert James Drive.

SO ORDAINED, this the 31st day of August, 2021.

Agenda Item No. 2
Date: August 31, 2021
By: STOKES

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING THE HONORARY RENAMING OF ORA BELL (MA BELL) WRIGHT DRIVE (FROM MARTIN LUTHER KING, JR. DRIVE TO FLORA STREET) TO BARBARA RAMSEY DRIVE. (STOKES)

WHEREAS, the member and mother of Mount Olive Church located on Rev. Dr. Martin Luther King, Jr. Drive and the owner of the only home located on Ora Bell (Ma Bell) Wright Drive, Mrs. Barbara Ramsey is a community treasure; and

WHEREAS, Mrs. Barbara Ramsey deserves this honor for her community service and love for others; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that this distinguished citizen and community leader be honored with this honorary street designation in her honor.

NOW, THEREFORE, BE IT ORDAINED, that the Jackson City Council hereby honorary renames Ora bell (Ma Bell) Wright Drive (From Martin Luther King, Jr. Drive to Flora Street) to Barbara Ramsey Drive.

SO ORDAINED, this the _____ day of August, 2021.

Agenda Item No. 3

Date: August 31, 2021

By: STOKES

OFFICE OF THE CITY ATTORNEY
LUMUMBA - 8/25/21
ABR

ORDINANCE ADDING CHAPTER 2, ARTICLE III, DIVISION 9, SECTION 2-331 OF THE JACKSON CODE OF ORDINANCES.

WHEREAS, the governing authorities find it in the best interest of the City of Jackson, Mississippi, to formally create by ordinance the position of Chief Financial Officer; and

WHEREAS, the governing authorities find that Sections 2-331 of the Jackson Code of Ordinances should added as follows :

DIVISION 9. - CHIEF FINANCIAL OFFICER

Sec. 2-331. - Position of chief administrative officer created.

There is hereby created the position of chief financial officer who shall be appointed by the mayor and confirmed by the city council. The chief financial officer shall coordinate and direct the operations of financial resources and administrative functions of the City of Jackson, and providing operational programmatic support of the municipal government. The chief financial officer shall be answerable solely to the mayor in the performance of his functions and shall serve at the pleasure of the mayor, shall be subject to dismissal at the pleasure of the mayor and shall be excluded from the coverage of any ordinance or general law providing for civil service coverage.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THAT Section 2-331 of the Jackson Code of Ordinances is added to read as follows:

There is hereby created the position of chief financial officer who shall be appointed by the mayor and confirmed by the city council. The chief financial officer shall coordinate and direct the operations of financial resources and administrative functions of the City of Jackson, and providing operational programmatic support of the municipal government. The chief financial officer shall be answerable solely to the mayor in the performance of his functions and shall serve at the pleasure of the mayor, shall be subject to dismissal at the pleasure of the mayor and shall be excluded from the coverage of any ordinance or general law providing for civil service coverage.

IT IS FURTHER ORDAINED that this Ordinance shall become effective thirty (30) days after passage and publication thereof.

Intro to Ordinance # 4
Agenda Date August 31, 2021
(MARTIN, LUMUMBA)


Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
8/25/2004

OFFICE OF THE CITY ATTORNEY

This **ORDINANCE ADDING CHAPTER 2, ARTICLE III, DIVISION 9, SECTION 2-331 OF THE JACKSON CODE OF ORDINANCES** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Interim City Attorney*



Date

**ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION
AND COMPENSATION PLAN TO ADD THE JOB CLASSIFICATION OF
CHIEF FINANCIAL OFFICER**

OFFICE OF THE CITY ATTORNEY
MARTIN
8/25/2021

WHEREAS, the Office of the Mayor requested that the Department of Human Resources conduct a *salary survey* on the classification and its job duties of Chief Financial Officer; and

WHEREAS, the Office of the Mayor has expressed a need for a Chief Financial Officer to provide oversight to the Departments of Administration, Human Resources and Division of Information Systems; and

WHEREAS, inquiries for Chief Financial Officer were submitted to the following Southeastern cities: Mobile, Alabama; Savannah, Georgia; and Little Rock, Arkansas; and

WHEREAS, the response from the Cities surveyed concerning the median salary paid for the position of the Chief Financial Officer was within the range of \$92,638.00-142,663.00; and

WHEREAS, the best interest of the City of Jackson would be served by adding the following position to the current pay plan: Chief Financial Officer at a salary comparable to the compensation paid by other Southeastern cities such as those cited; and

WHEREAS, it is recommended that the job class: Chief Financial Officer be added to the pay plan. The range established for Chief Financial be added as range 50 with annual compensation being between \$103,685.28-125,992.08; and

WHEREAS, the Office of the Mayor has informed the Department of Human Resources that they have the monies in their budget to cover the recommended addition to the pay plan;

IT IS, THEREFORE, ORDERED that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended to add the classification of Chief Financial Officer pay range 50 (\$103,685.28-125,992.08) to be effective immediately.

Intro to Ordinance # **S**
Agenda Date August 31, 2021
(MARTIN, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

August 31, 2021

DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD THE JOB CLASSIFICATION OF CHIEF FINANCIAL OFFICER
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Change in City Government
3.	Who will be affected	City of Jackson
4.	Benefits	Creates the role and function of Chief Financial Officer
5.	Schedule (beginning date)	Upon approval by the council
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Citywide
<input type="checkbox"/>	Action implemented by:	
7.	§ City Department § Consultant	Department of Human Resources
8.	COST	None
9.	Source of Funding § General Fund § Grant § Bond § Other	Not applicable
10.	EBO participation	ABE _____% WAIVER yes _____ no _____ N/A _____ AABE _____% WAIVER yes _____ no _____ N/A _____ WBE _____% WAIVER yes _____ no _____ N/A _____ HBE _____% WAIVER yes _____ no _____ N/A _____ NABE _____% WAIVER yes _____ no _____ N/A _____

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Toya Martin, Interim Director
Personnel Management

DATE: August 25, 2021

RE: **ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD THE JOB CLASSIFICATION OF CHIEF FINANCIAL OFFICER**

Attached is a council order requesting to amend the ordinance of the City of Jackson Pay Plan to add the job classification of Chief Financial Officer.

CITIES SURVEYED								
Current Salary Range	Clerk of the Council		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
	Minimum	Maximum						
Mobile, Alabama	\$ 89,421.00	\$ 126,853.00	NA	NA	NA	NA	NA	NA
Savannah, Georgia	\$109,313.00	\$ 157,137.00					NA	NA
Little Rock, Arkansas	\$ 92,638.00	\$ 142,663.00	N/A	N/A	NA	NA	NA	NA
	N/A	N/A					NA	NA
							NA	NA
CITY OF JACKSON	NA	NA						
MEDIAN	\$ 92,638.00	\$ 142,663.00						
6 1/2% Above Median	\$ 98,659.47	\$ 151,936.10						
Nearest Pay Range	R50							
Step 1 of Nearest Pay Range	103,685.28-125,992.08							


Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY
8/25/2021

OFFICE OF THE CITY ATTORNEY

This **ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD THE JOB CLASSIFICATION OF CHIEF FINANCIAL OFFICER** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *Interim City Attorney*

8/25/2021

Date

C. Johnson
8/6/21

ORDINANCE AMENDING SECTION 2-336(6) OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON MISSISSIPPI

WHEREAS, Section 21-8-23 of the Mississippi Code of 1972 as amended authorizes the Council to establish by ordinance municipal departments and allocate administrative functions, duties, and powers of the municipality among the departments; and

WHEREAS, the ordinance establishing municipal departments for the City of Jackson is codified at Chapter 2 Article IV Section 2-336 of the Code of Ordinances of the City of Jackson, Mississippi; and

WHEREAS, Section 2-336 (6) outlines Personnel Management as a department and states the function as follows: *The personnel management department shall perform all personnel management functions including the administration of benefits;* and

WHEREAS, the Department of Personnel Management has emerged from simply performing functions of personnel management and the administration of benefits to human resource functioning; and

WHEREAS, the distinction between Human Resource and Personnel Management is Personnel Management focuses on the maintenance of all personnel and administrative systems while Human Resource focuses on a strategic approach by forecasting the organization's needs and continuously monitoring and adjusting all systems and processes; and

WHEREAS, another distinction is Personnel Management primarily focuses on ordinary activities, such as employee hiring, compensation, training, and harmony, while Human Resources considers employees as assets, which are to be valued, used and preserved; and

WHEREAS, the best interest of the City of Jackson would be served by renaming the Department of Personnel Management and redefining its function;

WHEREAS, it is recommended that the Department of Personnel Management be renamed the *Human Resources Department*, and the functions of department assigned as follows: *The Human Resources Department shall perform all human resource management functions including the administration of benefits;*

THEREFORE, BE IT RESOLVED that **SECTION 2-336 (6)** of the Code of Ordinances of the City of Jackson, Mississippi, is hereby amended to read as follows: *Human Resources. The Human Resources Department shall perform all human resource management functions including the administration of benefits;*

Adoption of Ordinance # 6
Agenda Date August 31, 2021
(MARTIN, LUMUMBA)

C. Johnson
8/6/2001

BE IT FURTHER RESOLVED that this Ordinance Amending Section 2-336(6) of the Code of Ordinances of the City of Jackson, Mississippi shall become effective thirty (30) days following passage and publication.

MEMORANDUM

TO: Mayor Chokwe A. Lumumba
FROM: Toya Martin, Interim Director
Personnel Management
DATE: August 5, 2021

The attached Ordinance Amends Section 2-336(6) of the City of Jackson Code of Ordinances by changing the Department of Personnel Management to Human Resources Department and assigning it functions of Human Resource in addition to benefits administration.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

August 17, 2021

DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	ORDINANCE AMENDING CHAPTER 2; ARTICLE IV; SECTION 2-336(6) OF THE CODE OF ORDINANCES CITY OF JACKSON, MISSISSIPPI																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Change in City Government																																													
3. Who will be affected	Department of Personnel Management; employees of the City, others engaged in human resource																																													
4. Benefits	Redefines the role and function of the department consistent with modern day practice																																													
5. Schedule (beginning date)	Upon approval by the council																																													
6. Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Citywide																																													
<input type="checkbox"/> Action implemented by: <input type="checkbox"/> § City Department 7. § Consultant	Department of Personnel Management																																													
8. COST	None																																													
<input type="checkbox"/> Source of Funding <input type="checkbox"/> § General Fund <input type="checkbox"/> § Grant <input type="checkbox"/> § Bond 9. § Other	Not applicable																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATIONS EMERGENCY VEHICLE TECHNICIAN I, EMERGENCY VEHICLE TECH ii; AND EMERGENCY VEHICLE TECHNICIAN MANAGER FOR THE FIRE GARAGE DIVISION OF THE FIRE DEPARTMENT** has been reviewed by me and is legally sufficient for adoption by the governing authorities.


Carrie Johnson, Deputy City Attorney

8/2/2021
Date

ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATIONS EMERGENCY VEHICLE TECHNICIAN I; EMERGENCY VEHICLE TECH II; EMERGENCY VEHICLE TECHNICIAN MANAGER FOR THE DIVISION OF THE FIRE GARAGE IN THE JACKSON FIRE DEPARTMENT

OFFICE OF THE CITY ATTORNEY
[Signature]

WHEREAS, the Jackson Fire Department requested that the Department of Personnel Management conduct a *salary survey* on mechanic and fleet maintenance manager classifications that are more tailored to the Fire Garage division positions and its job duties;

WHEREAS, the current positions, in the fire garage division, are Heavy Equipment Mechanic I, Heavy Equipment Mechanic II and Fleet Maintenance Manager. Those position job duties' are not specific to the Fire Garage division;

WHEREAS, inquiries, for mechanic and fleet maintenance manager classifications that are specific to the Fire Department, were submitted to the following Southeastern cities: Savannah, Georgia;; Frisco, Texas; and Plano, Texas ;

WHEREAS, the response from the Cities surveyed were that Emergency Vehicle Technician I , Emergency Vehicle Technician II and Emergency Vehicle Technician Manager are more tailored to the job duties performed in the City of Jackson Fire Department Fire Garage division;

WHEREAS, the response from the Cities surveyed concerning the median salary paid for the position equivalent of the Emergency Vehicle Technician I was within the range of \$45,488.00-\$70,552.00; Emergency Vehicle Technician II was within the range of \$49,833.69-\$72,245.34 Emergency Vehicle Technician Manager was within the range of \$60,432.06 - \$87,626.50;

WHEREAS, the best interest of the City of Jackson would be served by adding the following positions to the current pay plan: Emergency Vehicle Technician I, Emergency Vehicle Technician II and Emergency Vehicle Technician Manager classifications at a salary comparable to the compensation paid by other Southeastern cities such as those cited;

WHEREAS, it is recommended that the job class: Emergency Vehicle Technician I, Emergency Vehicle Technician II and Emergency Vehicle Technician Manager be added to the pay plan. The range established for Emergency Vehicle Technician I be added as range 22 with annual compensation being between \$34,018.08-\$40,978.08. The range established for Emergency Vehicle Technician II be added as range 25 with annual compensation being between \$39,041.28-\$47,097.12. The range established for Emergency Vehicle Technician Manager be added as range 31 with annual compensation being between \$51,588.24-\$62,385.12;

WHEREAS, the Jackson Fire Department has informed the Department of Personnel Management that they have the monies in their budget to cover the recommended additions to the pay plan;

IT IS, THEREFORE, ORDERED that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended to add the of Emergency Vehicle

Adoption of Ordinance # 7
Agenda Date August 31, 2021
(MARTIN, LUMUMBA)

Technician I pay range 22 (\$34,018.08-\$40,978.08) ; Emergency Vehicle Technician II pay range 25 \$39,041.28-\$47,097.12); Emergency Vehicle Technician Manager pay range 31 (\$51,588.24-\$62,385.12) to be effective immediately.

Agenda Date: _____

By: Martin, Lumumba

*No job descriptions
attached to Memo*

MEMORANDUM

TO: Mayor Chokwe A. Lumumba
FROM: Danielle Thomas, Human Resource Officer
 Personnel Management
DATE: August 28th, 2021

RE: ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATIONS EMERGENCY VEHICLE TECHNICIAN I; EMERGENCY VEHICLE TECH II ; EMERGENCY VEHICLE TECHNICIAN MANAGER FOR THE DIVISION OF THE FIRE GARAGE IN THE JACKSON FIRE DEPARTMENT

Patrick Armon, Assistant Fire Chief that the Department of Personnel Management conduct a salary survey for the classifications of Heavy Equipment Mechanic I; Heavy Equipment Mechanic II and Fleet Maintenance Manager. The Department of Personnel Management complied with the request by submitting inquiries to three (3) Southeastern cities identified in the results below:

CITIES SURVEYED	POSITIONS SURVEYED					
	Emergency Vehicle Technician I 15		Emergency Vehicle Technician Manager 29		Emergency Vehicle Technician II 17	
Current Salary Range	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Baton Rouge, LA	N/A	N/A	N/A	n/a	N/A	N/A
Birmingham, AL	N/A	N/A	N/A	N/A	N/A	N/A
Little Rock, AR	N/A	N/A	N/A	N/A	N/A	N/A
Louisville, KY	N/A	N/A	N/A	N/A	N/A	N/A
Mobile, Al	N/A	N/A	N/A	N/A	N/A	N/A
	\$	\$	\$	\$	\$	\$
Frisco, TX	43,042.00	62,417.00	60,432.06	87,626.50	46,283.38	67,110.68
	\$	\$			\$	\$
Plano TX	50,841.00	73,683.00	N/A	N/A	53,384.00	77,380.00
	\$	\$				
Savannah, GA	45,488.00	70,552.00	N/A	N/A		
			\$	\$		
CITY OF JACKSON	\$24,798.24	\$29,745.12	46,991.28	56,784.24	\$27,119.28	\$31,572.08

MEDIAN	\$	\$	\$	\$	\$	\$
	45,488.00	70,552.00	60,432.06	87,626.50	49,833.69	72,245.34
6 1/2% Above Median	\$	\$	\$	\$	\$	\$
	48,444.72	75,137.88	64,360.14	93,322.22	53,072.88	76,941.29
Nearest Pay Range		R22		R31		R25
Step 1 of Nearest Pay Range		\$34,918.08		\$51,588.24		\$37,284.24

Purpose: This survey was conducted to review the organization, salary and duties of the Heavy Equipment Mechanic I ; Heavy Equipment Mechanic II and Fleet Manager make recommendations necessary for an efficient and effective operation.

Scope: The Southeastern Cities surveyed were: Frisco, Texas; Plano, Texas and Savannah, Georgia.

Findings: Heavy Equipment Mechanic I: Presently, the classification of Heavy Equipment Mechanic I is a pay range 15, with a minimum salary of \$24,798.24. A survey of the Southeastern Cities indicated that the classification is currently below the median pay range of \$45,488.00-\$70,552.00. The recommended job class, that aligns with the job duties of the employees in the Fire Garage Division, is Emergency Vehicle Technician I (Job description is attached). Therefore, the recommended pay range is 22, which is a pay range of \$34,018.08-\$40,978.08.

In an effort for the City to recruit the experience needed and compete with other jurisdictions, we are requesting that job class Emergency Vehicle Technician I be added to the City of Jackson Pay Plan at 22 pay range to be changed in accordance to what the survey revealed.

Findings: Heavy Equipment Mechanic II: Presently, the classification of Heavy Equipment Mechanic II is a pay range 17, with a minimum salary of \$27,662.04. A survey of the Southeastern Cities indicated that the classification is currently below the median pay range of \$49,833.69. -\$72,245.34. The recommended job class, that aligns with the job duties of the employees in the Fire Garage Division, is Emergency Vehicle Technician II (Job description is attached). Therefore, the recommended pay range is 25, which is a pay range of \$39,041.28-\$47,097.12.

In an effort for the City to recruit the experience needed and compete with other jurisdictions, we are requesting that job class Emergency Vehicle Technician II be added to the City of Jackson Pay Plan at 25 pay range to be changed in accordance to what the survey revealed.

Findings: Fleet Maintenance Manager: Presently, the classification is a pay range 29, with a minimum salary of \$46,991.28. A survey of the Southeastern Cities indicated that this classification is currently below the median pay range of \$60,432.06-\$87,626.50. The recommended job class, that aligns with the job duties of the employees in the Fire Garage Division, is Emergency Vehicle Technician Manager (Job description is attached). Therefore, the recommended pay range is 31, which is a pay range of \$51,588.24-\$62,385.12.

In an effort for the City to recruit the experience needed and compete with other jurisdictions, we are requesting that the job class Emergency Vehicle Technician Manager be added to the

City of Jackson Pay Plan at a 31 pay range to be changed in accordance to what the survey revealed.

If you have any questions or concerns, please feel free to contact me at 601-960-1052./dt

FLSA	_____
NE	_____
RANGE	_____ 25 _____
JOB FAMILY	Fire
EEO CLASS	_____
EFFECTIVE	_____
APPROVED _____	

**City of Jackson
Emergency Vehicle Technician II**

DEFINITION

Performs repair and preventative maintenance duties on a wide variety of fire apparatus, vehicles, and equipment. Assists Firefighters and Paramedics in instruction and usage of various fire and emergency medical services (EMS) equipment and gives instruction on various types of equipment repairs and maintenance.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from a Emergency Vehicle Technician Manager.

Exercises no supervision.

EXAMPLES OF ESSENTIAL RESPONSIBILITIES AND DUTIES—*Essential responsibilities and duties may include, but are not limited to, the following:*

Keeps track of materials needed for the work each day.

Troubleshoots and repairs electrical, mechanical, and hydraulic malfunctions.

Troubleshoots and repairs truck air conditioning systems.

Makes repairs and performs routine and preventative maintenance on all Department vehicles and equipment, both in shop and on-site.

Operates computer to document repair work, parts used, and maintenance performed on a daily basis; processes and tracks repair orders.

Visually and manually checks fire and EMS vehicles and equipment to diagnose problems.

Performs road tests on vehicles in order to ensure proper operating levels.

CITY OF JACKSON

Emergency Vehicle Technician II (Continued)

Coordinates with outside vendors for service and/or warranty work on fire and EMS equipment.

Verifies that proper repairs are done on fire and EMS vehicles and equipment sent to outside vendors or repair facilities.

Recommends and provides training as it relates to operations for Firefighters and Paramedics.

Determines and recommends material and/or equipment needs to Fire Fleet Manager.

Monitor's communications to respond to off-site requests for assistance.

Monitors and instructs accordingly all safety-related issues as related to the shop area or any location where maintenance is being performed.

Assists with review of specifications for new apparatus, equipment, etc. as requested.

Keeps track of shop inventory and orders accordingly.

Available to perform emergency repair work after hours including nights, weekends, and holidays.

Work performed is primarily heavy work, exerting up to 100 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or up to 20 pounds of force constantly to move objects

Operates various emergency vehicles and equipment on an as-needed basis (for testing purposes).

Operates computer, copy machine, fax machine, telephone and all shop-related equipment as needed.

Operates volt ohmmeter, amp meter, pressure gauges, nozzle and valve repair kits, calibrating tools for engines, brakes, micrometers and dial calipers, welders, grinders, saws, drills, torch, brazing rod, precision gauges, inspection and diagnostic equipment, tachometers, AC pump/gauges.

OTHER IMPORTANT DUTIES AND RESPONSIBILITIES

Ensures shop cleanliness and maintenance on a regular basis.

Conforms to applicable City and Fire Department SOP's and policies.

Emergency Vehicle Technician II (Continued)

May be required to work overtime and be on-call.

Performs other duties as assigned.

Regular and consistent attendance for the assigned work hours is essential.

QUALIFICATIONS

Knowledge of:

Maintenance and repair procedures.

Equipment repair schematics and diagrams.

Health and safety rules and regulations.

Disposal and recycling techniques and procedures for hazardous materials, used oils and other
chemicals.

Computers and related equipment, hardware and software to input maintenance and repair
records and inventory costs, materials and hours.

City policies and procedures.

Troubleshooting, diagnosing and repairing all Fire and EMS

Providing cost effective maintenance and repair services.

Preparing and completing work orders and related reports.

Ensuring observance of safety precautions.

Providing and utilizing on the job technical and safety training.

Resolving customer complaints and concerns.

Effective oral and written communications.

Emergency Vehicle Technician II (Continued)

Ability to:

Read and understand schematics, diagrams and other information contained in repair manuals and reference books for the diagnosis and repair of Fire and EMS vehicles and equipment.

Prioritize multiple work orders.

Verbally communicate clearly and concisely to ensure on-the-job safety.

Concentrate for long periods of time.

Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

High School Diploma or GED and five (5) years' experience in fire apparatus repair and maintenance work or equivalent combination of education and experience.

Training:

High School Diploma or GED

License or Certificate:

Must obtain Class B CDL Mississippi Driver's License within three months of hire.

FLSA NE	_____
RANGE	_____ 22 _____
JOB FAMILY	Fire
EEO CLASS	_____
EFFECTIVE	_____
AUTHORIZED	

**City of Jackson
Emergency Vehicle Technician I**

DEFINITION

Performs repair and preventative maintenance duties on a wide variety of fire apparatus, vehicles, and equipment. Assists Firefighters and Paramedics in instruction and usage of various fire and emergency medical services (EMS) equipment and gives instruction on various types of equipment repairs and maintenance.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from a Emergency Vehicle Technician Manager.

Exercises no supervision.

EXAMPLES OF ESSENTIAL RESPONSIBILITIES AND DUTIES—*Essential responsibilities and duties may include, but are not limited to, the following:*

Keeps track of materials needed for the work each day.

Troubleshoots and repairs electrical, mechanical, and hydraulic malfunctions.

Troubleshoots and repairs truck air conditioning systems.

Makes repairs and performs routine and preventative maintenance on all Department vehicles and equipment, both in shop and on-site.

Operates computer to document repair work, parts used, and maintenance performed on a daily basis; processes and tracks repair orders.

Visually and manually checks fire and EMS vehicles and equipment to diagnose problems.

Performs road tests on vehicles in order to ensure proper operating levels.

CITY OF JACKSON

Emergency Vehicle Technician I (Continued)

Coordinates with outside vendors for service and/or warranty work on fire and EMS equipment.

Verifies that proper repairs are done on fire and EMS vehicles and equipment sent to outside vendors or repair facilities.

Recommends and provides training as it relates to operations for Firefighters and Paramedics.

Determines and recommends material and/or equipment needs to Fire Fleet Manager.

Monitor's communications to respond to off-site requests for assistance.

Monitors and instructs accordingly all safety-related issues as related to the shop area or any location where maintenance is being performed.

Assists with review of specifications for new apparatus, equipment, etc. as requested.

Keeps track of shop inventory and orders accordingly.

Available to perform emergency repair work after hours including nights, weekends, and holidays.

Work performed is primarily heavy work, exerting up to 100 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or up to 20 pounds of force constantly to move objects

Operates various emergency vehicles and equipment on an as-needed basis (for testing purposes).

Operates computer, copy machine, fax machine, telephone and all shop-related equipment as needed.

Operates volt ohmmeter, amp meter, pressure gauges, nozzle and valve repair kits, calibrating tools for engines, brakes, micrometers and dial calipers, welders, grinders, saws, drills, torch, brazing rod, precision gauges, inspection and diagnostic equipment, tachometers, AC pump/gauges.

OTHER IMPORTANT DUTIES AND RESPONSIBILITIES

Ensures shop cleanliness and maintenance on a regular basis.

Conforms to applicable City and Fire Department SOP's and policies.

Emergency Vehicle Technician I (Continued)

May be required to work overtime and be on-call.

Performs other duties as assigned.

Regular and consistent attendance for the assigned work hours is essential.

QUALIFICATIONS

Knowledge of:

Maintenance and repair procedures.

Equipment repair schematics and diagrams.

Health and safety rules and regulations.

Disposal and recycling techniques and procedures for hazardous materials, used oils and other
chemicals.

Computers and related equipment, hardware and software to input maintenance and repair records and inventory costs, materials and hours.

City policies and procedures.

Troubleshooting, diagnosing and repairing all Fire and EMS

Providing cost effective maintenance and repair services.

Preparing and completing work orders and related reports.

Ensuring observance of safety precautions.

Providing and utilizing on the job technical and safety training.

Resolving customer complaints and concerns.

Effective oral and written communications.

Emergency Vehicle Technician I (Continued)

Ability to:

Read and understand schematics, diagrams and other information contained in repair manuals and reference books for the diagnosis and repair of Fire and EMS vehicles and equipment.

Prioritize multiple work orders.

Verbally communicate clearly and concisely to ensure on-the-job safety.

Concentrate for long periods of time.

Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

High School Diploma or GED and two (2) years' experience in fire apparatus repair and maintenance work or equivalent combination of education and experience.

Training:

High School Diploma or GED

License or Certificate:

Must obtain Class B CDL Mississippi Driver's License within three months of hire.

Emergency Vehicle Technician Supervisor (Continued)

Checks work areas for cleanliness, and responds to safety concerns and vehicle recalls.

Schedules and coordinates preventive maintenance inspections and repairs.

Evaluates emissions tests, oil analysis, annual ladder inspections, and annual pump tests test results.

Participates in the recruitment and hiring of department employees; makes recommendations on employee discipline and other human resources issues; promotes positive morale in the department by providing leadership and guidance.

Evaluates employee performance and administers performance evaluations.

Assists with the implementation and interpretation of established department policies, projects and procedures.

Communicates with subordinate-level employees, management, co-workers, vendors, contractors, and other personnel to establish and maintain effective working relationships.

Instructs and trains employees by explaining tasks clearly and assisting them in solving and diagnosing difficult repair problems.

Ensures work performed conforms to local, state, and federal government regulations rules and regulations and industry standards for emergency response vehicles.

Prepares written documents such as performance evaluations, PM reports, and various fleet reports using Microsoft Word and Excel products.

Opens and closes work orders in Asset WORKS or equivalent electronic fleet management program.

Performs service writing duties and assigns work to technicians.

Achieves and maintains EVT and ASE certifications as a condition of this classification.

Lift's equipment and materials up to 50 lbs.

Performs employee timekeeping functions using Kronos software or equivalent timekeeping system

Emergency Vehicle Technician Supervisor (Continued)

OTHER IMPORTANT DUTIES AND RESPONSIBILITIES

Supervises employees.

Assigns duties to employees.

Ensures employees perform work in a correct and efficient manner.

Evaluates employee performance.

Counsels with and corrects employees as needed.

Trains employees.

Directs repair and maintenance of motor vehicles and related equipment.

Inspects work in progress and re-inspects upon completion.

Checks for compliance of acceptable work practices and procedures.

Monitors work performed by comparison of time used against acceptable standard.

Inspects and diagnoses maintenance and repair-related problems.

Advises mechanics on the most difficult repair problems.

Participates in refurbishing and building specialized equipment.

Performs routine administrative duties.

Reviews and approves job sheet on every vehicle being repaired.

Prepares work orders and distributes work assignments.

Oversees requisitioning parts and supplies.

Conducts safety training programs and enforces safety regulations.

Attends meetings and training seminars as needed.

QUALIFICATIONS

Knowledge of:

The tools and equipment used in the servicing of motor vehicles and diesel-powered equipment.

The techniques and methods used in maintaining and repairing of specialized firefighting apparatus or ambulances

The theory, operation, and maintenance of internal combustion engines, transmissions, carburetors, and other related systems in fire trucks and ambulances.

Parts and supplies used in the maintenance and repair of motor vehicles.

OSHA laws, occupational hazards, and preventive safety measures

Effective supervisory techniques.

The Civil Service and departmental rules, policies, and procedures.

Purchasing policies and procedures.

Skill in determining and detecting the causes of automobile malfunctions.

Modern office procedures, methods and computer equipment.

Pertinent Federal, State and local laws, codes and regulations.

Organization and functions of city, county, state and federal governments.

Air and Hand Tools, Welding Equipment, Brake Lathe, Hydraulic and Drill Press, Gauges, Diagnostic Equipment, and Related Repair Equipment.

CITY OF JACKSON
Emergency Vehicle Technician Supervisor (Continued)

Ability to:

- Use sophisticated diagnostic tools and equipment.
- Analyze data received from diagnostic equipment.
- Automotive and/or equipment problems.
- Estimate the time and cost for making various repairs to automobiles.
- Identify defective parts and equipment.
- Maintain a parts and supply inventory.
- Keep records and write reports.
- Evaluate the work of mechanics.
- Supervise and train employees.
- Interpret and enforce OSHA rules and regulations.
- Communicate effectively, both orally and in writing.
- Establish and maintain effective working relationships with co-workers and employees in customer departments)

Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Completion of one (1) year of automotive studies from an accredited trade school, and seven (7) years of experience in increasingly complex repairs of fire apparatus and/or ambulances, and including at least two years in a supervisory or lead mechanic capacity.

Training:

Employees must have a High School Diploma.

License or Certificate:

Valid Driver License.

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
ESTABLISHING THE HONORARY RENAMING OF CARNATION STREET
FROM POCAHONTAS AVENUE TO HOLMES AVENUE TO REVEREND
FRANK WILBERT JAMES DRIVE.**

WHEREAS, the late Reverend Frank Wilbert James was a Man of God, Church Pastor, Baptist Fellowship organizer, an activist for justice, a husband, father, and a pillar of the community; and

WHEREAS, Reverend James has been an ordained preacher since 1959, he worked alongside Medgar Evers and was involved in the Civil Rights Movement; and

WHEREAS, it is in the best interest of the citizens of City of Jackson that this distinguished citizen and community leader be honored with the honorary renaming of this street designation in his honor; and

NOW, THEREFORE, BE IT ORDAINED, that the Jackson City Council hereby honorary renames Carnation Street from Pocahontas Avenue to Holmes Avenue to Reverend Frank Wilbert James Drive.

SO ORDAINED, this the 31st day of August, 2021.

Agenda Item No. 8
Date: August 31, 2021
By: STOKES

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING THE HONORARY RENAMING OF ORA BELL (MA BELL) WRIGHT DRIVE (FROM MARTIN LUTHER KING, JR. DRIVE TO FLORA STREET) TO BARBARA RAMSEY DRIVE. (STOKES)

WHEREAS, the member and mother of Mount Olive Church located on Rev. Dr. Martin Luther King, Jr. Drive and the owner of the only home located on Ora Bell (Ma Bell) Wright Drive, Mrs. Barbara Ramsey is a community treasure; and

WHEREAS, Mrs. Barbara Ramsey deserves this honor for her community service and love for others; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that this distinguished citizen and community leader be honored with this honorary street designation in her honor.

NOW, THEREFORE, BE IT ORDAINED, that the Jackson City Council hereby honorary renames Ora bell (Ma Bell) Wright Drive (From Martin Luther King, Jr. Drive to Flora Street) to Barbara Ramsey Drive.

SO ORDAINED, this the _____ day of August, 2021.

Agenda Item No. 9

Date: August 31, 2021

By: STOKES

**ORDER ACCEPTING THE PROPOSAL OF JPMORGAN CHASE BANK
N.A. TO PROVIDE LEASE PURCHASE FINANCING FOR 2021 AND
AUTHORIZING THE MAYOR TO EXECUTE THE MASTER LEASE
PURCHASE AGREEMENT, ESCROW AGREEMENT AND ALL OTHER
DOCUMENTS NECESSARY FOR FUNDING OF THE 2021 LEASE
PURCHASE TRANSACTION.**

Kurt Blue
8/24/2021
ATTORNEY

WHEREAS, resolutions were approved by the Jackson City Council on or about December 22, 2020, and March 2, 2021, declaring the intent of the City of Jackson to reimburse itself from the proceeds of a Master Lease Purchase Agreement for the purchase of vehicles and related equipment, and a backhoe; and

WHEREAS, the City of Jackson advertised proposals for lease purchase financing on July 15, 2021 and July 22, 2021, and opened all received proposals on August 17, 2021; and

WHEREAS, JPMorgan Chase Bank, N.A. submitted the best proposal at an interest rate of 1.61% for a three-year term, total interest Thirteen Thousand and Seven Hundred and Thirty-Seven Dollars and Seven-Five Cents (\$13,737.75), with the semi-annual payment for year one (FY 2022) to year three (FY 2024) set at \$83,014.73; and

WHEREAS, the Department of Administration recommends accepting the proposal of JPMorgan Chase Bank, N.A. to finance the 2021 Master Lease Purchase Agreement at an interest rate of 1.61% for a three-year term, total interest Thirteen Thousand and Seven Hundred and Thirty-Seven Dollars and Seven-Five Cents (\$13,737.75), with the semi-annual payment for year one (FY 2022) to year three (FY 2024) set at \$83,014.73.

IT IS, THEREFORE, ORDERED that the proposal of JPMorgan Chase Bank, N.A. be accepted to provide lease purchase financing for 2021 and that the Mayor be authorized to execute the Master Lease Purchase Agreement, Escrow Agreement and all other documents necessary for funding of the 2021 lease purchase transaction.

Agenda Item No. # 12
Agenda Date August 31, 2021
(HORTON, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

P O I N T S		C O M M E N T S	
1.	Brief Description/Purpose	AUTHORIZE 2021 MASTER LEASE PURCHASE AGREEMENT	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	CHANGES IN CITY GOVERNMENT	
3.	Who will be affected	N/A	
4.	Benefits	PROVIDE FUNDING FOR EQUIPMENT PURCHASES	
5.	Schedule (beginning date)	UPON APPROVAL BY CITY COUNCIL	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A	
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	DEPARTMENT OF ADMINISTRATION	
8.	COST	\$166,029.46 annually for 3 years	
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL & OTHER FUNDS 001-442.40-6868 - \$ 375,850.00 005-504.10-6872 - \$ 108,500.61	
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A <u> x </u> AABE _____% WAIVER yes ___ no ___ N/A <u> x </u> WBE _____% WAIVER yes ___ no ___ N/A <u> x </u> HBE _____% WAIVER yes ___ no ___ N/A <u> x </u> NABE _____% WAIVER yes ___ no ___ N/A <u> x </u>	



MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Laa Wanda Jones-Horton, Interim Director
Department of Administration

DATE: August 19, 2021

RE: **Master Lease Purchase 2021**

LWJ

On December 22, 2020, and March 2, 2021 resolutions were approved by the City Council declaring the city's intent to reimburse itself from the proceeds of a Master Lease Purchase Agreement for the purchase of vehicles and related equipment, and a backhoe. This current Council Order is to select the vendor for the Master Lease Purchase Agreement so that the previously approved resolutions for reimbursement can be transacted.

Proposals were received from the following institutions to provide lease purchase financing for 2021 acquisitions:

<u>Name</u>	<u>3yr Interest Rate Bid %</u>	<u>Total Interest</u>
First American Equipment Finance	1.273	\$10,849.43
JP Morgan Equipment Finance	1.61	13,737.75
First Government Lease Co.	5.00	43,714.61

JP submitted the best proposal for the 2021 lease purchase transaction.

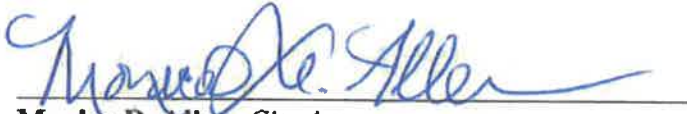
The annual payment for three year term is year one (FY 2022) to year three (FY 2024) is \$166,029.46. The payments for FY 2022 are included in the FY 2022 budget.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER ACCEPTING THE PROSPOSAL OF JP MORGAN EQUIPMENT FINANCE TO PROVIDE LEASE PURCHASE FINANCING FOR 2021 AND AUTHORIZING THE MAYOR TO EXECUTE THE MASTER LEASE PURCHASE AGREEMENT, ESCROW AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY FOR FUNDING OF THE 2021 LEASE PURCHASE TRANSACTION is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, City Attorney

Kristen Love, Deputy City Attorney KL



DATE

FILED
Kris Love
8/24/2021
OFFICE OF THE CITY ATTORNEY

J.P.Morgan

JPMorgan Chase Bank, N.A.

City of Jackson, Mississippi

RFP #94654-081721 Lease Purchase Financing Interest Rate Proposal

August 17, 2021

JPMorgan Equipment Finance Contact:

**Michael J. Lucas, Executive Director
Coverage Manager, Equipment Finance**
JPMorgan Chase Bank, N.A.
10 S. Dearborn St FL 22, Chicago, IL 60603
(312) 732-7333
Michael.j.lucas@jpmorgan.com

JPMorgan Chase Bank, N.A. Relationship Contact:

**Katherine Maxey, Vice President
Relationship Executive**
JPMorgan Chase Bank, N.A.
3424 Peachtree Rd NE, Floor 21 Atlanta, GA 30326
(404) 926-2560
Katherine.maxey@jpmorgan.com

J.P.Morgan

Cover Letter

August 17, 2021

City of Jackson, Mississippi
Felicia Young, Finance Manager
200 South President Street
Jackson, MS 39201

Re: RFP #94654-081721, Lease Purchase Financing Interest Rate Proposal

Ms. Young,

On behalf of JPMorgan Equipment Finance ("Equipment Finance") and JPMorgan Chase Bank, N.A. (the "Bank"), we are pleased to submit our proposal to the City of Jackson, Mississippi (the "City") for a tax-exempt, non-bank qualified, equipment lease financing in an amount of \$484,350.61 subject to the terms and conditions described in the Financing Agreement.

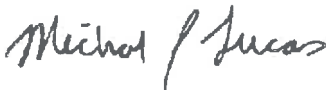
The City of Jackson will be supported by our dedicated relationship team via the firm's Government Banking practice, led by Katherine Maxey. In addition, I will be your primary point of contact for this contract. My equipment financing experience goes back over 15 years and includes servicing many municipal entities tax-exempt financing programs.

JPMorgan's Equipment Finance Team has extensive master lease experience and a partnership approach to building our relationships. By choosing Equipment Finance, with over 30 years of financing experience, you can have confidence that you will be working with a team of experienced and highly qualified professionals who bring a wealth of knowledge and the backing of one of the largest US banks to your assistance. Moreover, we have a proven track record of supporting similar government entities, and our firm welcomes the opportunity to support the City of Jackson, Mississippi.

In closing, the JPMorgan Equipment Finance Team would like to thank you for the opportunity to present our proposal. Please let us reiterate our strong interest in supporting the City of Jackson on this opportunity and future financial needs.

Should you have any questions, please do not hesitate to contact me at (312) 732-7333.

Sincerely,



Michael J. Lucas
Executive Director

JPMorgan Chase Bank, N.A. Summary of Terms & Conditions

The City of Jackson, Mississippi
Tax-Exempt Non-Bank Qualified Municipal Lease Purchase Contract
Summary of Terms and Conditions
August 17, 2021

J.P. Morgan is pleased to submit the following equipment financing proposal. This document is for discussion purposes only and is contingent upon the Borrower's compliance with the requirements of the Internal Revenue Code of 1986 ("Code"), as amended, and all applicable State laws related to Borrower's ability to enter into a tax-exempt installment purchase contract financing for the intended purposes. The final terms and conditions are subject to credit approval and may be different from the terms and conditions outlined below.

TRANSACTION SUMMARY

Lessee:	City of Jackson, Mississippi
Lessor:	JPMorgan Chase Bank, N.A. or any affiliate of JPMorgan Chase Bank, N.A., its successors and/or assigns ("JPMorgan Chase"/"Lessor"/ or "Bank").
Transaction:	Fixed-rate, fully amortizing, tax-exempt lease-purchase agreement ("Agreement").
Use of Proceeds:	To finance 13 Dodge Durango's, 1 Nissan Kicks and 1 Backhoe, the legal titles of which will vest with Lessee during the term of the Agreement. All equipment proposed for financing will be subject to final review and acceptance by Lessor prior to closing.
Financing Amount:	\$484,350.61
Non-Bank Qualified:	This proposal assumes that Lessee will issue more than \$10 million in tax-exempt obligations this calendar year and that the Lessee will not designate this lease as a "qualified" tax-exempt obligation.
Location of Equipment:	City of Jackson, Mississippi
Commencement Date:	Anticipated to be on or around September 27, 2021 or mutually agreed upon date

TRANSACTION DETAILS

Financing Term:	3 years
Payment / Frequency:	Equal semiannual payments of principal and interest in arrears. The first semi-annual payment to be paid six months from the funding date.
Interest Rate:	1.61%
Adjustment to Rate:	The Interest Rate and Payment quoted herein is based on current market rates as indicated by the then current 2-Year Interest Rate Swap ("Index Rate") as published via Bloomberg, which was 0.293% as of August 9, 2021. The Interest Rate will be the applicable Index Rate multiplied by the Bank's Tax-Exempt Factor of 79% plus a Spread, as outlined below. For every change (increase or decrease) in the Index Rate a corresponding adjustment will be made to the Interest Rate to maintain Lessor's economics.

Rate Calculation: (IR Swap * 79%) + Spread = All-In Rate

Example:

$$2\text{-Year Swap} = (0.293\% * 79\%) + 1.37853 = 1.61\%$$

Lessor reserves the right to adjust the pricing proposed in order to maintain Lessor's anticipated economic return as a result of material adverse change.

Alternative Rate Hold Option:	1.72% - If this option is chosen, JPMorgan will hold the rate of 1.72% until September 27, 2021, Lessee must notify Lessor of choosing this option instead of the index option by August 31, 2021. If financing does not close by September 27, 2021 the interest rate and payment will be held at Lessor's sole discretion.
Prepayment:	<p>The Financing may be prepaid in whole, but not in part, prior to maturity on any payment date, with 30 days prior written notice. Payment may be subject to a fixed rate / "make whole" break funding charge.</p> <p>Or</p> <p>For an additional 5.5 basis points to the rate, the Financing may be prepaid without penalty, in whole but not in part, prior to maturity, on any payment date after the initial 12 months from Commencement, subject to 30 days prior written notice. If Lessee prepays the financing prior to the 12th month from Commencement, the payment may be subject to a fixed rate / "make whole" break funding charge.</p>
Disbursement of Proceeds:	The transaction will fund via an initial escrow deposit, to a mutually agreeable escrow agent, equal to the full Financing Amount. Disbursements will be made to vendors or as reimbursements to Lessee (in compliance with Treasury Reg. 1.150-2) as funds are required.
Security:	Lessee will grant Lessor a first priority security interest in the financed equipment UCC I and UCC II filings will be completed as applicable.
Appropriation:	This Agreement shall be subject to appropriation. The Agreement will require appropriation for payment for any and all equipment on a lease schedule. Appropriation for partial payment or for select assets within a schedule will not be permitted.
<u>OTHER TERMS</u>	
Documentation:	<p>The terms of this financing will be evidenced by agreements, instruments and documents ("Lease Documents") usual and customary for a Tax-Exempt Lease Purchase.</p> <p>Lessor or its counsel shall prepare documentation. Lessee shall be responsible for its own expenses related to review of the lease documents and delivery of opinion of counsel.</p>
Conditions Precedent:	Usual and customary conditions to issuance of the financing including acceptable legal documentation which will include an opinion of counsel that the financing is valid, binding and enforceable. Additionally, documentation will provide that interest earned by the Lessor in this transaction will be excluded from gross income for federal tax purposes.
Representations and Warranties:	<p>Usual representations and warranties for like situated Lessees and the Facility's type and tenor, including, without limitation, absence of material adverse change, absence of material litigation, absence of default or potential default and continued accuracy of representations.</p> <p>Representations and warranties relating to Absence of Sovereign Immunity (or waiver of sovereign immunity, if applicable) will also be required for all governmental entities.</p>
Maintenance & Insurance:	All maintenance and insurance are the responsibility of Lessee. Lessee shall bear all risk of loss or damage of the Equipment and will be responsible for keeping the

Equipment insured with companies satisfactory to Lessor. Lessor, its parent and/or affiliates, its successors and assigns must be named as loss payee and additional insured as applicable, on all insurance policies. Evidence of such insurance must be satisfactory to Lessor.

- Assignment:** This proposal assumes that the Lessor will assign the transaction to JPMorgan Chase & Co. or any of its direct or indirect subsidiaries. Lessor will remain as servicing agent.
- Tax Gross Up:** If interest on the Lease is determined to be taxable for any reason the interest on the Lease will increase from the effective date of such taxability to the taxable equivalent rate per annum.
- Waiver of Jury Trial:** The Lessee and the Bank will waive, to the fullest extent permitted by applicable law, any right to have a jury participate in resolving any dispute in any way related to this term sheet, any related documentation or the transactions contemplated hereby or thereby.
- Anti-Corruption Laws and Sanctions:** The documentation shall contain representations and warranties that the Lessee has implemented and maintains in effect policies and procedures designed to ensure compliance by the Lessee, its subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the Lessee, its subsidiaries and their respective officers and employees and to the knowledge of the Lessee, its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) the Lessee, any subsidiary or any of their respective directors, officers or employees, or (b) to the knowledge of the Lessee, any agent of the Lessee or any subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing or credit facility, use of proceeds or other transaction contemplated by this Agreement will violate any Anti-Corruption Law or applicable Sanctions.
- Waiver of Immunity:** Lessee hereby expressly and irrevocably waives any immunity (including sovereign, crown or similar immunity) and any defenses based thereon from any suit, action or proceeding or from any legal process in any forum with respect to Lease.
- Governing Law:** All aspects of the credit(s) being discussed including this Term Sheet and any Lease Documents would be governed by the laws of the State of Mississippi.
- Proposal Expiration:** This proposal will expire if acceptance does not occur September 27, 2021 (unless extended in writing by Lessor).
- IRS Circular 230 Disclosure:** JPMorgan Chase & Co. and its affiliates do not provide tax advice. Accordingly, any discussion of U.S. tax matters contained herein (including any attachments) is not intended or written to be used, and cannot be used, in connection with the promotion, marketing or recommendation by anyone unaffiliated with JPMorgan Chase & Co. of any of the matters addressed herein or for the purpose of avoiding U.S. tax-related penalties.
- Confidentiality Statement:** J.P. Morgan confirms that it will not use confidential information obtained from you by virtue of the potential transaction contemplated by this proposal or our other relationships with you in connection with the performance by J.P. Morgan of such services for other companies. You also acknowledge that J.P. Morgan will not use in connection with the potential transaction contemplated by this preliminary proposal, or furnish to you, confidential information obtained from other companies.
- Municipal Advisor Disclosures and Disclaimers:** The Lessee acknowledges and agrees that (i) the transaction contemplated herein is an arm's length commercial transaction between the Lessee and the Bank, (ii) in connection with such transaction, the Bank is acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent or a fiduciary of the Lessee, (iii) the Bank is relying

on the Bank exemption in the Municipal Advisor Rules, (iv) the Bank has not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Lessee with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Bank, or any affiliate of the Bank, has provided other services or advised, or is currently providing other services or advising the Lessee on other matters), (v) the Bank has financial and other interests that differ from those of the Borrower, and (vi) the Lessee has consulted with its own financial, legal, accounting, tax, and other advisors, as applicable, to the extent it deemed appropriate.

Amortization Schedule

Aggregate average life (lending) 1.762 years
 Rate 1.61000000%

Date	starting balance	takedowns	debt service	Interest	principal	remaining balance
9/27/2021	\$ -	\$ 484,350.61	\$ -	\$ -	\$ -	\$ 484,350.61
3/27/2022	\$ 484,350.61	\$ -	\$ 83,014.73	\$ 3,899.02	\$ 79,115.70	\$ 405,234.91
9/27/2022	\$ 405,234.91	\$ -	\$ 83,014.73	\$ 3,262.14	\$ 79,752.59	\$ 325,482.32
3/27/2023	\$ 325,482.32	\$ -	\$ 83,014.73	\$ 2,620.13	\$ 80,394.59	\$ 245,087.72
9/27/2023	\$ 245,087.72	\$ -	\$ 83,014.73	\$ 1,972.96	\$ 81,041.77	\$ 164,045.95
3/27/2024	\$ 164,045.95	\$ -	\$ 83,014.73	\$ 1,320.57	\$ 81,694.16	\$ 82,351.80
9/27/2024	\$ 82,351.80	\$ -	\$ 83,014.73	\$ 662.93	\$ 82,351.80	\$ (0.00)
Total		\$ 484,350.61	\$ 498,088.36	\$ 13,737.75	\$ 484,350.61	

Amortization Schedule – Rate Hold Option

Aggregate average life (lending) 1.762 years
 Rate 1.72000000%

Date	starting balance	takedowns	debt service	interest	principal	remaining balance
9/27/2021	\$ -	\$ 484,350.61	\$ -	\$ -	\$ -	\$ 484,350.61
3/27/2022	\$ 484,350.61	\$ -	\$ 83,172.27	\$ 4,165.42	\$ 79,006.85	\$ 405,343.76
9/27/2022	\$ 405,343.76	\$ -	\$ 83,172.27	\$ 3,485.96	\$ 79,686.31	\$ 325,657.45
3/27/2023	\$ 325,657.45	\$ -	\$ 83,172.27	\$ 2,800.65	\$ 80,371.61	\$ 245,285.84
9/27/2023	\$ 245,285.84	\$ -	\$ 83,172.27	\$ 2,109.46	\$ 81,062.81	\$ 164,223.03
3/27/2024	\$ 164,223.03	\$ -	\$ 83,172.27	\$ 1,412.32	\$ 81,759.95	\$ 82,463.08
9/27/2024	\$ 82,463.08	\$ -	\$ 83,172.27	\$ 709.18	\$ 82,463.08	\$ -
Total		\$ 484,350.61	\$ 499,033.59	\$ 14,682.98	\$ 484,350.61	

LEASE PROPOSAL

Lessor First American Equipment Finance
 255 Woodcliff Drive, Fairport, NY 14450

Lessee City of Jackson, Mississippi
 219 South President Street, Jackson, MS 39201

Equipment RFP#94654-081721

Equipment Cost \$484,350.61

Lease Options

Lease Term	36 Months
Lease Rate Factor	0.17040
Rental Payment	\$82,533.34
Interest Rate	1.273%
Lease Type	Tax-Exempt
Payment Frequency	Semi-Annual in Arrears

Tax-Exempt Lease At the end of the lease you will own the equipment. The terms of the lease will be evidenced by documents usual and customary for a Tax-Exempt Lease Purchase, including an IRS 8038-G form. The lease documents must be acceptable to you and your counsel, who will provide an opinion that the lease is valid, binding, and enforceable.

Escrow Agreement Lessor will establish an Internal Escrow account for Lessee. There will be no fee assessed to Lessee for establishing the Internal Escrow account.

Rental Payments The lease will begin on the day you accept the equipment. Rental payments will be due semi-annual, in arrears.

Rental Rate Your rental rate is based on the three (3) year swap of 0.51% (referred to as the Index Rate) as of August 16, 2021. Your rate may be adjusted proportionately for any change in the Index Rate prior to funding. It will be fixed for the duration of the lease term.

Additional Fees None

FA | Experience You will have access and visibility into all aspects of your equipment leases and project financing through FA | Experience – the digital hub that expedites the funding process, puts you in control, and manages all information related to your account.

Concierge Service Your dedicated Project Manager will manage every step of your lease:

- Project communication
- Lease documentation
- Vendor payment
- Lease invoicing
- Equipment tracking, reporting and more

Rate Lock Option A lock will be applied to your rental rate for up to 60 days before the start of your lease. If the start of your lease is delayed and occurs after the rate lock period has elapsed, your rate may be adjusted for any change in the Index Rate prior to funding.



Each lease schedule will be a net lease, and you will be responsible for all expenses relating to the equipment and the transaction, including maintenance, insurance, sales, use and personal property taxes, and other expenses relating to the purchase, possession, lease, and use of the equipment.

You authorize First American to file and record financing statements regarding this transaction and take a first priority security interest in the equipment and deposits. You will be responsible for any purchase orders issued by First American on your behalf.

The terms and conditions of this proposal, except for the provisions concerning security interests and the good faith deposit, will be superseded by the final documentation for each lease schedule. This proposal is not a commitment. First American will only provide lease financing upon the satisfactory completion of its due diligence and mutually acceptable documentation.

First American welcomes the opportunity to serve your organization. This proposal expires on August 20, 2021. To accept, please sign below and send an electronic copy to First American.

Offered by:
First American Equipment Finance

Claire Haen
Senior Vice President
August 16, 2021

Accepted by:
City of Jackson, Mississippi

By
Name
Title.....
Date.....

AMORTIZATION SCHEDULE

Compounding Period: Semiannual
Nominal Annual Rate: 1.273%

Cash Flow Data - Loans and Payments

Event	Date	Amount	Number	Period	End Date
1 Loan	09/27/2021	484,350.61	1		
2 Payment	03/27/2022	82,533.34	6	Semiannual	09/27/2024

TValue Amortization Schedule - Normal, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	09/27/2021				484,350.61
2021 Totals		0.00	0.00	0.00	
1	03/27/2022	82,533.34	3,083.53	79,449.81	404,900.80
2	09/27/2022	82,533.34	2,577.73	79,955.61	324,945.19
2022 Totals		165,066.68	5,661.26	159,405.42	
3	03/27/2023	82,533.34	2,068.70	80,464.64	244,480.55
4	09/27/2023	82,533.34	1,556.44	80,976.90	163,503.65
2023 Totals		165,066.68	3,625.14	161,441.54	
5	03/27/2024	82,533.34	1,040.92	81,492.42	82,011.23
6	09/27/2024	82,533.34	522.11	82,011.23	0.00
2024 Totals		165,066.68	1,563.03	163,503.65	
Grand Totals		495,200.04	10,849.43	484,350.61	

First Government Lease Co.

Lease Purchase Agreement

LESSOR:
First Government Lease Co.
Box 8331
Northfield, IL 60093-8331
866 793 9670 or 847.441 5684
Fax 847 441.5012
info@firstgovernment.com

Lessee:
Name: CITY OF JACKSON - MUNICIPAL CLERK'S OFFICE
Address: 219 S. PRESIDENT ST
City: JACKSON State: MS Zip: 39201

Description of Equipment: SEE EXHIBIT A Phone: _____ Fax: _____
VIN: _____

Quantity: _____ Unit Price: _____ Total: _____

Total Cash Price 484,350⁰¹ Number of Pmts. (Term) 6 SEMI

Less Down Pmt _____ Amt. of each Pmt 82010⁸³

Net 484,350⁰¹ Lease Beginning Date 3/1/22

Interest & A.P.R. 43,714⁶¹ - 5% First Payment Due Date 9/1/22

Total Lease Price 528,065²²

- Lessor hereby leases to Lessee that certain equipment described above, subject to the terms, provisions, conditions and agreements of this lease hereinafter set forth:
- Said equipment is leased beginning and for the Term specified above.
 - Lessee agrees to pay Lessor one monthly payment specified above on the Lease Beginning Date and equal successive monthly payments until an amount equal to the total lease price specified above has been paid. Any amount due under this Lease which is past due more than ten (10) days shall be subject to a multiple time late payment charge of \$100 per occurrence plus an amount equal to ten percent (10%) of the amount past due.
 - Lessee agrees to a Revenue Pledge whereas any revenues derived from operations is payable firstly to this Lease Purchase Agreement. Lessee agrees to an Ad Valorem Pledge whereas any state or local government tax based on the value of real property, as determined by the county tax assessor, is first applied to this Lease Purchase Agreement.
 - Lessee may purchase said equipment at any time during the lease term for the total lease price, less any payment already made and also less a portion of the lease service fee according to a schedule furnished on request by Lessor to Lessee, shall constitute purchase of the equipment. Also payment of all the monthly payments when due shall automatically constitute purchase of said equipment effective on the last day of the lease period.
 - Lessee may cancel this Lease Purchase Agreement only with Lessor's written approval at any time within; the first 90 days of lease by giving written notice to Lessor and returning said equipment to Lessor, or to its order, in good condition as received, less normal wear, tear and depreciation. Upon such proper return, Lessee shall have no obligation to make payments coming due after the notice period.
 - Lessee, at its own cost and expense, shall keep the equipment in good repair, condition and working order and shall furnish any and all parts, mechanism and devices required to keep the equipment in good mechanical and working order. Lessee hereby assumes and shall bear the entire risk of loss and damage to the equipment from any and every cause whatsoever. No loss or damage to the equipment or any part thereof, shall impair any obligation of Lessee under this lease which shall continue in full force and effect. Lessee hereby appoints Lessor as Lessee's attorney in fact with full power to do all things to protect and further Lessee's and Lessor's agreement as set forth herein, including but not limited to, signing and filing UCC's, title applications and taking such other actions as Lessor deems reasonable and necessary. Lessee is obliged within 60 days of the Lease Beginning Date to provide a original duplicate title to Lessor, failing to provide a duplicate title within 60 days of Lease Beginning Date is an event of default.
 - If Lessee with regard to any item or items of equipment fails to pay any rent or other amount herein provided with 60 days after the same is due and payable, or if Lessee with regard to any item or items of equipment fails to observe, keep or perform any other provision of this lease required to be observed, kept or performed by Lessee, Lessor shall have the right to exercise any one or more of the following remedies: a. To declare the entire amount of rent hereunder immediately due and payable as to any or all items of equipment, without notice or demand to Lessee. b. To sue for and recover all rents, and other payments then accrued or thereafter accruing, with respect to any or all items of equipment. c. To take possession of any or all items of equipment without demand or notice, wherever same may be located, without any court order or other process law. d. To terminate this lease as to any or all items of equipment. e. To pursue any other remedy at law or in equity, notwithstanding any said repossession, or any other action which Lessor may take. Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this lease. f. Lessee further agrees to pay all attorneys' fees incurred by Lessor in enforcing Lessor's rights under this agreement. All such remedies are cumulative, and may be exercised concurrently or separately.
 - Lessee intends to do all things lawful within its power to obtain and maintain funds from which payments may be made, including making provision for such payments to the extent necessary in each periodic budget submitted and adopted in accordance with applicable provisions of state and local law, to have such portion of the budget approved and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Lessee reasonably believes that legally available funds in an amount sufficient to make all Lease Payments during the term can be obtained. After a nonappropriation, the Lessee may not use other property or equipment to perform the same, or substantially similar, services for a period of one year.
 - Upon commencement of the Term, title to the equipment shall pass to Lessee from vendor or supplier. Lessee hereby grants a security interest in the equipment described herein, and the proceeds thereof to Lessor.
 - Lessee agrees to bring any judicial action arising directly or indirectly in connection with this agreement or any transaction covered hereby only in Courts located within Cook County, IL. Lessee also consents and submits to the jurisdiction of any State or Federal Court located within Cook County, IL. The choice of law shall be IL.
 - I certify that I am duly authorized to act within the powers of my office by executing this Lease Agreement, and the equipment being financed is essential to its governmental mission.
 - Lessee agrees to produce yearly balance sheets & income statement information to Lessor within 90 days of fiscal year end.

In witness whereof, the parties hereto have executed this lease this 12th day of 3, 2022

By: [Signature] (Lessee Signature) _____ (Print Signature and Title)

As Counsel for Lessee, I acknowledge that I have reviewed this Lease Purchase Agreement, the extract of any enabling minutes, and all necessary proceedings taken by the Lessee to authorize and execute this Lease Purchase Agreement, and therefore, I am of the opinion: a. The lessee is a duly constituted public corporation and political subdivision of the State referred to above, and b. This Lease Purchase Agreement has been duly authorized, executed and delivered by an authorized representative of the Lessee and is enforceable against the Lessee in accordance with its terms and conditions, and c. this Lease Purchase Agreement is a legal, valid and binding obligation of the Lessee

(Counsel for Lessee) (Print Signature and Title)

First Government Lease Co.

One-Page Lease To Own Financing

PO Box 8331
Northfield, IL 60093-8331

Telephone 866.793.9670
Telefax 847.441.5012

www.firstgovernment.com
info@firstgovernment.com

Certificate

I, the undersigned, am the duly authorized representative and acting _____ of _____ (the "Lessee") under than certain Municipal Lease Purchase Agreement dated _____ (the "Agreement") with First Government Lease Co. (the "Lessor"), do hereby certify that:

Incumbency of Officers and Signatories. I have custody of the Records of Lessee and the following Officers are duly appointed or elected and hold the office or title set forth opposite each individual name, and the signatures opposite their names are true and correct, and where required, have been filed with the appropriate officials of the State, and each such individual has the authority to enter into the Agreement on behalf of the Lessee:

Certificate of Appropriations and Source of Funds. Lessee has an immediate need for and expects s to make immediate use of the aforementioned Equipment, the need for which is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used only for the purpose of performing one or more of Lessee's government or proprietary function consistent with the permissible scope it its authority.

Monies for a all rental payments to make under the Lease for the next fiscal year ending on or before December 31, 2017, are available from unexhausted and unencumbered appropriations from _____ and/or funds within Lessee's budget for such fiscal year, and that appropriation and/or funds have been designated for the payment of those rental payments that may come due under the Agreement in such fiscal year.

To the best of my knowledge and belief all dates, facts, signatures and estimates are true and correct and such expectations are reasonable.

By: _____

Attested By: _____

Name/Title: _____

Name/Title: _____

Billing Address:

Phone/Fax:

Equipment:

Funding Authorization and Equipment Acceptance

Please verify by signing below that you have inspected your equipment and find it to be in good working condition and acceptable for its intended use.

By: _____

Name/Title: _____

Compound Period : Monthly

Nominal Annual Rate : 5.000 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	03/01/2022	484,350.61	1		
2 Payment	09/01/2022	88,010.87	6	Semiannual	03/01/2025

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 03/01/2022				484,350.61
1 09/01/2022	88,010.87	12,235.60	75,775.27	408,575.34
2022 Totals	88,010.87	12,235.60	75,775.27	
2 03/01/2023	88,010.87	10,321.38	77,689.49	330,885.85
3 09/01/2023	88,010.87	8,358.79	79,652.08	251,233.77
2023 Totals	176,021.74	18,680.17	157,341.57	
4 03/01/2024	88,010.87	6,346.63	81,664.24	169,569.53
5 09/01/2024	88,010.87	4,283.64	83,727.23	85,842.30
2024 Totals	176,021.74	10,630.27	165,391.47	
6 03/01/2025	88,010.87	2,168.57	85,842.30	0.00
2025 Totals	88,010.87	2,168.57	85,842.30	
Grand Totals	528,065.22	43,714.61	484,350.61	

First Government Lease Co.

One-Page Lease To Own Financing

PO Box 8331
Northfield, IL 60093-8331

Telephone 866.793.9670
Telefax 847 441 5012

www.firstgovernment.com
info@firstgovernment.com

Insurance Coverage Disclosure/Requirements

First Government Lease Co. (Lessor) _____ (Lessee)

1. In accordance with the Municipal Lease Purchase Agreement, Lessee certifies that it has instructed the insurance agent named below:

To issue: (check to indicate coverage)

____ a. All Risk Physical Damage Insurance on the lease Property evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming First Government Lease Co., and/or its assigns, as Loss Payee.

Coverage Required: Termination Value Specific.

____ b. Public Liability Insurance evidenced by a Certificate of Insurance naming First Government Lease Co., and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$ 500,000	per person
\$1,000,000	aggregate bodily injury liability
\$ 500,000	property damage liability

Proof of insurance coverage will be provided to First Government Lease Co., and/or its assign prior to the time that the property is delivered to Lessee.

OR

2. Pursuant to the Municipal Lease Purchase Agreement, Lessee represent and warrants, in addition to other matters under the Agreement, that it is lawful self-insurance for: (check to indicate coverage)

____ a. All-risk, physical damage in the amount specified in 1(a) above.

____ b. Public liability for not less that the amounts specified in 1(b) above.

Lessee has attached a copy of the statue authorizing this for of insurance.

Sign:
Name:
Title:
Date:

REQUEST FOR PROPOSALS

The City of Jackson, Mississippi is requesting Lease Purchase Interest Rate Proposals to purchase \$484,350.61 in vehicles and heavy equipment.

The Lease Purchase Agreement will be for a three (3) year period. Lease payments will be made semi-annually in arrears equally paid for principal and interest during the term of the lease. The first semi-annual payment of principal and interest will be paid six (6) months from the funding date. The projected funding date is September 27, 2021.

The proposal must include the Lease Purchase interest rate. Also, the proposal must include an amortization schedule that reflects the lease purchase interest rate. Please provide an amortization schedule for three (3) year period total of \$484,350.61.

The City of Jackson, Mississippi reasonably expects that it will not be bank qualified for calendar year 2021.

Lease Purchase proposals will be received by the City of Jackson, Mississippi no later than 3:30 p.m. central time on Tuesday, August 17, 2021. Please submit two (2) sealed and written copies to the City of Jackson, Mississippi marked "RFP# 94654-081721 Lease Purchase Financing Interest Rate Proposal" as follows:

City of Jackson, MS
Municipal Clerk's Office
219 South President Street
Jackson, MS 39201

Questions regarding the Lease Purchase Proposal may be directed to the following individual:

Felicia Young, Finance Manager (601)960-2005

The City of Jackson, Mississippi reserves the right to reject any or all proposals.

**LEGAL NOTICE
REQUEST FOR PROPOSALS**

Notice is hereby given that sealed proposals will be received by the City of Jackson, Mississippi on August 17, 2021 at 3:30 p.m. at City Hall, 219 South President Street. Proposals will be received for lease purchase interest rate financing for the purchase of, vehicles and heavy equipment.

Please submit an original and two (2) copies of sealed proposals, marked; "RFP#94654-081721 Lease Purchase Financing Interest Rate Proposal." Proposals should be mailed to the following address prior to or on August 17, 2021.

City of Jackson, Mississippi
Attention: Municipal Clerk
219 South President Street
Jackson, MS 39201

Request for proposal documents can be downloaded from the City of Jackson website: www.jacksonms.gov, and can be obtained by contacting the City of Jackson, Mississippi as follows:

Department of Administration
Attention: Felicia Young
200 South President Street
Jackson, MS 39201
(601) 960-2005

Publish: July 15, 2021 and July 22, 2021

Documents and forms (/documents)

94654-081721 City of Jackson Mississippi Department of Administration Lease Purchase Financing Interest Rate Proposal

 Bid Document (771 KB) - attached (1/24)

 Finance Officer - attached (1/24)

July 15, 2021
PDF - 130 KB

CITY OF JACKSON MISSISSIPPI

DEPARTMENT OF ADMINISTRATION

 Download [https://www.jacksonms.gov/procurement/leases-purchase-financing-interest-rate-proposal-94654-081721.pdf](#)

REQUEST FOR PROPOSAL

RFP NO. 94654-081721

LEASE PURCHASE FINANCING INTEREST RATE PROPOSAL

PROPOSAL RECEIVING DATE

08/17/2021 at 3:30 PM City Hall

Specification Information Contact:

Felicia Young, Finance Manager, 601-960-2005
200 South President Street
Jackson, MS 39201

Proposal Submittal Due Date

08/17/2021 no later than 3:30 PM

MARKED ON OUTSIDE OF ENVELOPE RFP#94654-081721

Proposal Submittal To

Municipal Clerk's Office
219 South President Street
Jackson, MS 39201

Home

Jackson City Hall
219 S. President St
Jackson, MS 39201

Employee Login

<https://selfservice.jacksonms.gov/ess/login.aspx>

Directory / Contact

Feedback / Feedback

Accessibility / Accessibility

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Sitemap / Sitemap

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<https://instagram.com/cityofjackson>

Facebook

<https://facebook.com/CityofJackson>

PROPOSAL AND TERMS SHEET

Master Lease Financing

By and Between

Signature Public Funding Corp.,

and

City of Jackson, Mississippi



**SIGNATURE
PUBLIC FUNDING**

**Signature Public Funding Corp.,
a wholly-owned subsidiary of Signature Bank**

Signature Public Funding Corp.
Dennis McDermott, Executive Sales Officer
600 Washington Avenue, Suite 305
Towson, Maryland 21204
(470) 597-9280
dmcdermott@signatureny.com



**SIGNATURE
PUBLIC FUNDING**

August 13, 2021

Felicia Young
Finance Manager
City of Jackson, Mississippi

RE: Master Lease Financing

Dear Ms. Young:

Signature Public Funding Corp. is pleased to present a proposal for financing of various equipment under a Master Lease Financing (Master Lease). The terms and conditions of our proposal are outlined in the attached Proposal & Terms Sheet.

If you have questions about the proposal, please contact me for clarification or follow-up.

Yours truly,

Dennis M. McDermott
Executive Sales Officer

PROPOSAL & TERMS SHEET

City of Jackson, Mississippi

LESSEE: City of Jackson, Mississippi, ("Lessee"), which shall be political subdivision or body corporate and politic of the State of Mississippi and qualify as a political subdivision within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code").

LESSOR: Signature Public Funding Corp., a wholly-owned subsidiary of Signature Bank ("Lessor"), or its Assignee.

USE OF PROCEEDS: The proceeds will be used to finance various equipment

TYPE OF FINANCING: Master Lease, subject to annual appropriation

INTEREST RATE: Three (3) years: 1.215%
Five (5) years: 1.519%

The Interest Rate assumes a closing no later than September 13, 2021. If funding does not take place by September 13, 2021, then the Interest Rate may be adjusted based changes in average life Swap Rate in effect on any of the three (3) days prior to the actual closing date. Once set, the Initial Interest Rate will remain fixed through the maturity date of the Master Lease.

SECURITY: A security interest in the equipment.

TERM: Three (3) and five (5) years

REPAYMENT: Principal amortizations tables can be found attached hereto as Annex A. Any changes to the final principal schedule will be determined in a manner that does not materially alter the weighted average life of the principal recovery as reflected in the principal schedules of the Request for Proposal.

If any amounts due and owing with respect to the Master Lease (including principal, interest, or other amounts) are not paid within thirty (30) days of the regularly scheduled due date, then such amounts will accrue and be subject to additional interest at the Taxable Interest Rate as defined below. The Taxable Interest Rate shall be calculated on a 30/360 basis, and charged for each day after the due date that such payment remains unpaid.

TAX EXEMPT STATUS:

The Master Lease will be a tax-exempt financing such that the interest component of payments will be excluded from the gross income calculations of the Lessor's federal and state taxes. The Lessee covenants and agrees to comply with all requirements of the Code and other rules, laws, regulations and promulgations necessary to keep the interest portion exempt from such income taxes. In the event that the interest income on the Master Lease is included in the Lessor's federal and state gross income tax calculations for any reason not related to an act or omission on the part of the Lessor, a per annum interest rate not to exceed 3.00% (the "Taxable Interest Rate") will be due on the outstanding principal of the Master Lease, together with any fees, fines or penalties, that results in the Lessor's interest income being deemed taxable by the IRS.

The Lessor has not provided, nor will it provide tax or accounting advice to the Lessee regarding this transaction or the treatment thereof for tax and accounting purposes. The Lessor is not a registered financial advisor, nor registered with IRMA, the MSRB or as broker-dealer in securities. The Lessee has obtained independent tax, financial advisory, securities and accounting advice as it deems necessary. An 8038-G will be provided with respect to the Master Lease issued in connection herewith.

PREPAYMENT:

The Lessee will have the option to prepay the Master Lease on any payment date at 101% of par.

ESCROW FUNDING:

LESSOR has assumed the Lease Proceeds will fund into an escrow at Signature Bank. There will be no fee for the escrow account; however, interest earnings will not be paid to Lessee for any period of time that any Lease Proceeds are held in such account.

REIMBURSEMENT:

If the Lessee intends to be reimbursed for any cost associated with the Equipment, the RFP or the Lease financing, intent for reimbursement from the Lease Proceeds must be evidenced and must qualify under the Treasury Regulation Section 1.150.2.

LEGAL OPINION:

The Lessee's counsel shall furnish Lessor with a validity and tax opinion covering, *inter alia*, the tax-exempt nature of this transaction, the ability of the Lessee to issue the Master Lease, and the approval of the documentation used in connection therewith. This opinion shall be in a form and substance satisfactory to Lessee and its counsel. Upon request by Lessee and agreement of the Lessor, the tax portion of the opinion

may be waived for any schedule issued under the Master Lease.

DOCUMENTATION:

The documentation will be prepared by the Lessor and is subject to review, reasonable negotiation and approval by Lessee, Lessee's Counsel, Lessor and Lessor's counsel. The Lessee will be responsible for a \$0.00 fee to Lessor, which will be applied to Lessor's legal and other transaction costs.

Documentation shall include all standard representations, warranties, and covenants typically associated with a transaction of this nature, including any requirements of the Lessor's final credit approval.

DUE DILIGENCE:

The Lessee shall provide to Lessor three (3) years of current financial statements, budgets, demographics, and proof of appropriation for the current Fiscal Year and such other financial information relating to the ability of Lessor to continue the Lease as may be reasonably requested by SPFC. This proposal shall not be construed as a commitment to lend by Lessor and is subject to final credit approval by the Signature Public Funding Corp. and Signature Bank and approval of the definitive documentation for the transaction in Signature Public Funding Corp.'s sole discretion. To render a final credit decision, the Lessee shall provide Lessor with the information requested above. Any and all capitalized terms not specifically defined herein shall be given their meaning under the Master Lease documents.

PROPOSAL & TERMS SHEET: PROPOSAL ACCEPTANCE
City of Jackson, Mississippi

ACCEPTANCE BY Lessee:

The Proposal & Terms Sheet submitted by Signature Public Funding Corp., has been reviewed, agreed to, and accepted by City of Jackson, Mississippi, on _____, 2021.

AGREED AND ACCEPTED:

City of Jackson, Mississippi

By: _____
Name:
Title:

Lessee: City of Jackson, Mississippi
Financing Amount: \$ 1,060,885.86
Closing Date: 9/28/21
Interest Rate: 1.215%
Payments 2

Date	Payment	Interest	Principal	Balance
3/28/22	\$ 180,592.80	\$ 6,444.88	\$ 174,147.92	\$ 886,737.94
9/28/22	\$ 180,592.80	5,386.93	175,205.87	711,532.08
3/28/23	\$ 180,592.80	4,322.56	176,270.24	535,261.84
9/28/23	\$ 180,592.80	3,251.72	177,341.08	357,920.75
3/28/24	\$ 180,592.80	2,174.37	178,418.43	179,502.32
9/28/24	\$ 180,592.80	1,090.48	179,502.32	(0.00)
	\$ 1,083,556.79	\$ 22,670.93	\$ 1,060,885.86	

Lessee: City of Jackson, Mississippi
Financing Amount: \$ 8,084,698.00
Closing Date: 9/28/21
Interest Rate: 1.519%
Payments 2

Date	Payment	Interest	Principal	Balance
3/28/22	\$ 610,912.21	\$ 61,403.28	\$ 549,508.92	\$ 7,535,189.08
9/28/22	610,912.21	57,229.76	553,682.44	6,981,506.63
3/28/23	610,912.21	53,024.54	557,887.66	6,423,618.97
9/28/23	610,912.21	48,787.39	562,124.82	5,861,494.15
3/28/24	610,912.21	44,518.05	566,394.16	5,295,099.99
9/28/24	610,912.21	40,216.28	570,695.92	4,724,404.07
3/28/25	610,912.21	35,881.85	575,030.36	4,149,373.72
9/28/25	610,912.21	31,514.49	579,397.71	3,569,976.00
3/28/26	610,912.21	27,113.97	583,798.24	2,986,177.77
9/28/26	610,912.21	22,680.02	588,232.19	2,397,945.58
3/28/27	610,912.21	18,212.40	592,699.81	1,805,245.77
9/28/27	610,912.21	13,710.84	597,201.36	1,208,044.41
3/28/28	610,912.21	9,175.10	601,737.11	606,307.30
9/28/28	610,912.21	4,604.90	606,307.30	(0.00)
	8,552,770.87	468,072.87	8,084,698.00	

TABULATION OF RFP RECEIVED FOR LEASE PURCHASE INTEREST RATE FINANCING

RFP NO. 94654-081721

ADVERTISED: JULY 15, 2021 & JULY 22, 2021

OPENED: August 17, 2021

TREASURY DIVISION

DEPARTMENT OF ADMINISTRATION

ACCOUNT: 00144240-6916 & 00550410-6915


<u>ITEM</u>	<u>DESCRIPTION</u>				
	J.P Morgan Equipment Finance 10 S. Dearborn St FL 22 <u>Chicago, IL 60603</u>	First American Equipment Finance 255 Woodcliff Drive <u>Fairport, NY 14450</u>	First Government Lease Co. P. O. 8331 <u>Northfield, IL 60093</u>	Signature Public Funding Corp. 600 Washington Ave., Ste 305 <u>Towson, MD 21204</u>	
1.	INTEREST RATE BID	1.61%	1.273%	5.00%	1.215%
2.	TOTAL INTEREST	\$13,737.75	\$10,849.43	\$43,714.61	\$22,670.93
3.	SEMI-ANNUAL PAYMENT	\$83,014.73	\$82,533.34	\$88,010.87	\$180,592.80
NOTES:	Proposal will not expire until date of funding 9/27/21 external escrow account will be established for lessee.	Proposal expires on 8/20/21 and will establish internal escrow account for lessee.			Total Interest and annual payment proposed for 3yr term is not based on 2021 loan amount of \$484,350.61 or funding date.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING ORDER ACCEPTING THE TERM BID OF INNOVATIVE PERFORMANCE CONSTRUCTION, LLC FOR A THIRTY-SIX MONTH TERM, FOR INSTALLATION OF FIBER OPTIC CABLE AND HARDWARE (BID NO. 83890-11519)** is legally sufficient for placement in NOVUS Agenda.



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



DATE

#13

OFFICIAL
LUMUMBA
8/25/2021

ORDER CONFIRMING THE MAYOR'S RE-APPOINTMENT OF DR. VONDA REEVES TO THE JACKSON REDEVELOPMENT AUTHORITY.

WHEREAS, the Jackson Redevelopment Authority consist of (7) members; for a term of five (5) years; and

WHEREAS, Dr. Vonda Reeves, resident of Ward 6, after evaluation of her qualifications, has been nominated by the Mayor to serve another term.

IT IS THEREFORE ORDERED that the Mayor's re-appointment of Dr. Vonda Reeves to the Jackson Redevelopment Authority be confirmed with a said term to expire 8/13/2026.

Agenda Item No. # 14
Agenda Date August 31, 2021
(LUMUMBA)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE MAYOR'S RE-APPOINTMENT OF DR. VONDA REEVES TO THE JACKSON REDEVELOPMENT AUTHORITY** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, City Attorney

8/25/2021

DATE

RECEIVED BY THE CITY ATTORNEY
8/25/2021

OFFICE OF THE CLERK
CITY OF JACKSON
8/31/2021

ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF LOUIS WRIGHT AS CHIEF ADMINISTRATIVE OFFICER, CITY OF JACKSON, MISSISSIPPI.

WHEREAS, on August 31, 2021, the Mayor appointed Louis Wright as Chief Administrative Officer for the City of Jackson, Mississippi; and

WHEREAS, the appointment came before the City Council for confirmation as required by Section 21-8-23, Mississippi Code of 1972, as amended; and

WHEREAS, the City Council has considered the appointment, and a majority of the Council present and voting has determined that the appointment should be confirmed.

IT IS, THEREFORE, ORDERED by the City Council of the City of Jackson, Mississippi, that the appointment of Louis Wright as Chief Administrative Officer for the City of Jackson, Mississippi, is hereby confirmed.

Agenda Item No. # 15
Agenda Date August 31, 2021
(LUMUMBA)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF LOUIS WRIGHT AS CHIEF ADMINISTRATIVE OFFICER, CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, City Attorney



DATE

OFFICE OF THE CITY ATTORNEY
8/25/2021

OFFICE OF THE CITY CLERK
LAWSON
8/25/2021

ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF LAAWANDA HORTON AS DIRECTOR OF THE DEPARTMENT OF ADMINISTRATION, CITY OF JACKSON, MISSISSIPPI.

WHEREAS, on August 31, 2021, the Mayor appointed LaaWanda Horton as Director of the Department of Administration for the City of Jackson, Mississippi; and

WHEREAS, the appointment came before the City Council for confirmation as required by Section 21-8-23, Mississippi Code of 1972, as amended; and

WHEREAS, the City Council has considered the appointment, and a majority of the Council present and voting has determined that the appointment should be confirmed.

IT IS, THEREFORE, ORDERED by the City Council of the City of Jackson, Mississippi, that the appointment of LaaWanda Horton as Director of the Department of Administration for the City of Jackson, Mississippi, is hereby confirmed.

Agenda Item No. # 16
Agenda Date August 31, 2021
(LUMUMBA)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF LAAWANDA HORTON AS DIRECTOR OF THE DEPARTMENT OF ADMINISTRATION, CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, City Attorney



DATE

OFFICE OF THE CITY ATTORNEY
8/25/2021

OFFICE OF THE CITY CLERK
JACKSON, MISSISSIPPI
8/31/2021

ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF JORDAN HILLMAN AS DIRECTOR OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT, CITY OF JACKSON, MISSISSIPPI.

WHEREAS, on August 31, 2021, the Mayor appointed Jordan Hillman as Director of the Department of Planning and Development for the City of Jackson, Mississippi; and

WHEREAS, the appointment came before the City Council for confirmation as required by Section 21-8-23, Mississippi Code of 1972, as amended; and

WHEREAS, the City Council has considered the appointment, and a majority of the Council present and voting has determined that the appointment should be confirmed.

IT IS, THEREFORE, ORDERED by the City Council of the City of Jackson, Mississippi, that the appointment of Jordan Hillman as Director of the Department of Planning and Development for the City of Jackson, Mississippi, is hereby confirmed.

Agenda Item No. # 17
Agenda Date August 31, 2021
(LUMUMBA)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF JORDAN HILLMAN AS DIRECTOR OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT, CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *City Attorney*



DATE

RECEIVED
CITY ATTORNEY
8/25/2021

ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF MARLIN KING AS DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS, CITY OF JACKSON, MISSISSIPPI.

WHEREAS, on August 31, 2021, the Mayor appointed Marlin King as Director of the Department of Public Works for the City of Jackson, Mississippi; and

WHEREAS, the appointment came before the City Council for confirmation as required by Section 21-8-23, Mississippi Code of 1972, as amended; and

WHEREAS, the City Council has considered the appointment, and a majority of the Council present and voting has determined that the appointment should be confirmed.

IT IS, THEREFORE, ORDERED by the City Council of the City of Jackson, Mississippi, that the appointment of Marlin King as Director of the Department of Public Works for the City of Jackson, Mississippi, is hereby confirmed.

Agenda Item No. #18
Agenda Date August 31, 2021
(LUMUMBA)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF MARLIN KING AS DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS, CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, City Attorney



DATE

RECEIVED THE CITY ATTORNEY
8/25/2024

James D. ...

ORDER AUTHORIZING PAYMENT OF INVOICES FOR CERTAIN SERVICES AND COMMODITIES PURCHASED FOR THE PURPOSE OF ADVANCING THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITY OF JACKSON DURING THE COVID-19 PANDEMIC

WHEREAS, on March 14, 2020, the Governor of the State of Mississippi, pursuant to Section 35-15-11(b)(17) of the Mississippi Code of 1972, as amended, declared that a state of emergency exists within the State of Mississippi because of the spread of the COVID-19 virus; and

WHEREAS, the Mayor of the City of Jackson declared a civil emergency in the City of Jackson pursuant to Section 45-17-3 of the Mississippi Code based on the COVID-19 pandemic beginning March 16, 2020; and

WHEREAS, the Jackson City Council declared a state of local emergency throughout the City of Jackson, and the areas encompassed by the boundaries of the City of Jackson pursuant to Section 33-15-17(d) of the Mississippi Code based on the COVID-19 pandemic beginning March 16, 2020; and

WHEREAS, City of Jackson personnel procured various emergency services and commodities pursuant to Section 31-7-13(k) of the Mississippi Code of 1972, in full cooperation with the March 16, 2020 Proclamation of Civil Emergency; and

WHEREAS, said services and commodities were purchased for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the COVID-19 pandemic from vendors and in amounts as follows:

CINTAS POST OFFICE BOX 630921 CINCINNATI, OH 45263-0921	Weekly Spray and Hand Sanitizing Services	\$58,891.89
---	---	-------------

IT IS, THEREFORE, ORDERED, payment of the invoices identified herein for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the COVID-19 pandemic is hereby authorized.

Agenda Item No. # 19
 Agenda Date August 31, 2021
 (LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

**August 12, 2021
DATE**

POINTS	COMMENTS																																													
1. Brief Description/Purpose	Authorizing payment of invoices for certain services and commodities that were purchased for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the COVID-19 pandemic from vendors and in amounts.																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life																																													
3. Who will be affected	Department of Constituent Services, neighborhood associations, community stakeholders, public in general, and others participating in program.																																													
4. Benefits	Authoring payment of invoices for certain services and commodities that were purchased for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the COVID-19 pandemic from vendors and in amounts.																																													
5. Schedule (beginning date)	Upon council approval																																													
6. Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	Citywide																																													
7. <input type="checkbox"/> Action implemented by: <input type="checkbox"/> • City Department <input type="checkbox"/> • Consultant	Mayor's Office																																													
8. COST	\$58,891.89																																													
9. <input type="checkbox"/> Source of Funding <input type="checkbox"/> • General Fund <input type="checkbox"/> • Grant <input type="checkbox"/> • Bond <input type="checkbox"/> • Other	Order authoring payment of invoice for certain services and commodities purchase for the purpose of advancing the public health, safety and welfare of the city of Jackson during the COVID-19 Pandemic.																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																						

Office of the City Attorney

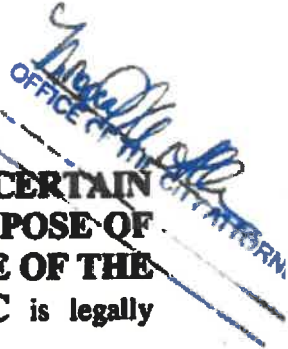
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT OF INVOICES FOR CERTAIN SERVICES AND COMMODITIES PURCHASED FOR THE PURPOSE OF ADVANCING THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITY OF JACKSON DURING THE COVID-19 PANDEMIC** is legally sufficient for placement in NOVUS Agenda.


Monica D. Allen, City Attorney


DATE


OFFICE OF THE CITY ATTORNEY

Lacey Loftin
8/31/2021
ONLY

ORDER AMENDNIG ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LACEY LOFTIN CONSULTING, LLC, TO SERVE AS THE DATA SCIENTIST FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD).

WHEREAS, the W.K. Kellogg Foundation awarded Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth (EPHD) funds to the City of Jackson to support its goals to increase employment, economic development, city and regional competitiveness, job creation, and employer engagement allowing the citizenry access to tools that will help them traverse pathways to self-sufficiency; and

WHEREAS, on July 21, 2020, the Jackson City Council approved an Order authorizing the Mayor to execute an agreement with Lacey Loftin Consulting, LLC (“Lacey Loftin”), to serve as the Data Scientist in the implementation of the goals, objectives and strategies of the W.K. Kellogg Foundation-funded project, Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth (EPHD) for the remaining period of the grant, July 1, 2020 – March 31, 2022, in an amount not to exceed \$68,000.00; and

WHEREAS, Lacey Loftin’s scope of work has been focused on the Data Ecosystem for the City of Jackson in order to establish reliable baseline measures of the current state of employment in poor communities, to identify communities of need and determine the relative skillsets of residents in those communities; and

WHEREAS, Lacey Loftin continues to utilize the data she has curated in the OpenGov and Tableau data platforms, and will integrate data that will be identified under this project; and

WHEREAS, the City of Jackson has compensated Lacey Loftin in the amount of Forty-Two Thousand and Ninety-Six Dollars and No Cents (\$42,096) between July 1, 2020, through July 2021, for these services performed under the original agreement; and

WHEREAS, the Department has determined that it serves the best interest of the citizenry to increase the compensation to Lacey Loftin for these services, and for presentations by Lacey Loftin of detailed analytical presentations with digital transparency on the socio-economic infrastructure and standing of the City of Jackson; and

WHEREAS, the Department recommends the City of Jackson increase the compensation to Lacey Loftin by an additional Thirty-One Thousand Two Hundred and Fifty Dollars and No Cents (\$31,250), for a total balance of Fifty-Seven Thousand One Hundred and Fifty-Four Dollars and No Cents (\$57,154) to be paid over the remaining contract period between August 1, 2021, through March 31, 2022, from the W.K. Kellogg Foundation grant, Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth (EPHD).

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an amendment to the agreement with Lacey Loftin Consulting, LLC (“Lacey Loftin”), to serve as the Data Scientist in the implementation of the goals, objectives and strategies of the

Agenda Item No. # 20
Agenda Date August 31, 2021
(WRIGHT, LUMUMBA)

W.K. Kellogg Foundation-funded project, Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth (EPHD) for the remaining period of the grant, August 1, 2021, through March 31, 2022, for an amount not to exceed Fifty-Seven Thousand One Hundred and Fifty-Four Dollars and No Cents (\$57,154) to be paid over the remaining contract period between August 1, 2021, through March 31, 2022, from the W.K. Kellogg Foundation grant, Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth (EPHD).

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: Aug 12, 2021

POINTS		COMMENTS								
1.	Brief Description/Purpose	ORDER AMENDING ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LACEY LOFTIN CONSULTING, LLC, TO SERVE AS THE DATA SCIENTIST FOR THE W. K. KELLOGG FOUNDATION-FUNDED PROJECT, <i>ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD)</i>								
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	5. Economic Development								
3.	Who will be affected	City of Jackson								
4.	Benefits	Data informed decision-making for City leadership								
5.	Schedule (beginning date)	Upon Approval								
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Citywide								
7.	<input type="checkbox"/> Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	CAO								
8.	COST	\$31,250								
9.	<input type="checkbox"/> Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant ▪ Bond ▪ Other 	W.K.Kellogg Foundation Grant <i>Economic Pathways to Human Dignity</i>								
10.	EBO participation	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>
		AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>
		WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>
		HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>
		NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>

MEMORANDUM



TO: Mayor Chokwe Lumumba
FROM: Marlin King, Acting Chief Administrative Officer
DATE: August 12, 2021
RE: **Order Amending the Agreement with Lacey Loftin Consulting, LLC**

The agenda item which accompanies this memo requests that the City Council authorize the amendment to the agreement with Lacey Loftin Consulting, LLC, under which Lacey Loftin serves as the Data Scientist for the City. The amended agreement will change **only** the amount of the contract. The amount of the original agreement is \$68,000 for the period July 1, 2020 – March 31, 2022 that was authorized by the City Council on July 21, 2020. To continue Ms. Loftin's work within the Data Ecosystem for the City of Jackson under the scope of this project, it is recommended to increase the amount by \$31,250 totaling \$99,250 over the same time period. Since Ms. Loftin has been compensated \$42,096 between July 1, 2020 – July 2021, the balance will be \$57,154 to be paid over the remaining contract between August 1, 2021 – March 31, 2022. Funds will still be paid by the W. K. Kellogg Foundation-funded Project, *Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth*.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AMENDING ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LACEY LOFTIN CONSULTING, LLC, TO SERVE AS THE DATA SCIENTIST FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH is legally sufficient for placement in NOVUS Agenda.



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



DATE

OFFICE OF THE CITY ATTORNEY
8/13/2021
Kristen Love

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MASTER SERVICES AGREEMENT BETWEEN WEBQA AND THE CITY OF JACKSON, MISSISSIPPI, FOR RENEWAL OF GovQA FOIA APPLICATIONS SOFTWARE.

WHEREAS, the City of Jackson, Mississippi, is required to provide information categorized as public records to those requesting said records pursuant to Section 25-61-1 of the Mississippi Code Annotated (1972), as amended; and

WHEREAS, to continue to increase efficiency in the acceptance, review, and production of public records by the City of Jackson, the Department of Municipal Clerk recommends the renewal of FOIA (Freedom of Information Act) software; and

WHEREAS, the cost of the software is \$23,355.00 for one year; and

WHEREAS, the term period for the provision of these services will be from November 1, 2021 through October 31, 2022 with an option to renew for five (5) years, subject to the rights of the governing authorities to void.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Master Services Agreement between WEBQA and the City of Jackson, Mississippi, for the renewal of GovQA FOIA Applications Software at a cost not to exceed \$23,355.00, for the term beginning November 1, 2021 and ending on October 31, 2022 with an option to renew for five (5) years, subject to the rights of the governing authorities to void.

Agenda Item No. #21
Agenda Date August 31, 2021
(A. HARRIS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

August 17, 2021
DATE

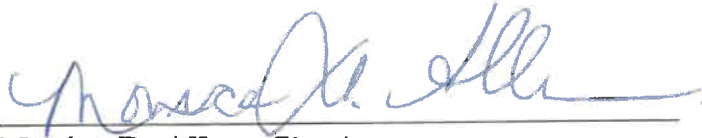
POINTS		COMMENTS							
1.	Brief Description/Purpose	Order authorizing the Mayor to execute a renewal master services agreement for open records system (GovQA)							
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life								
3.	Who will be affected	Citizens of Jackson and City Departments							
4.	Benefits								
5.	Schedule (beginning date)	November 1, 2021							
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	City Wide							
<input type="checkbox"/> <input type="checkbox"/> 7.	Action implemented by: ■ City Department ■ Consultant	Department of Municipal Clerk							
8.	COST	\$23,355.00							
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	Source of Funding ■ General Fund ■ Grant ■ Bond ■ Other	001-428-00-6419							
10.	EBO participation	ABE	_____ %	WAIVER	yes	no	_____	N/A	X
		AABE	_____ %	WAIVER	yes	no	_____	N/A	X
		WBE	_____ %	WAIVER	yes	no	_____	N/A	X
		HBE	_____ %	WAIVER	yes	no	_____	N/A	X
		NABE	_____ %	WAIVER	yes	no	_____	N/A	X

Office of the City Attorney

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

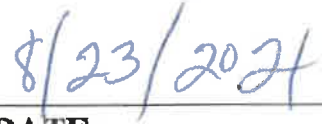
OFFICE OF THE CITY ATTORNEY

THIS ORDER AUTHORIZING THE MAYOR TO EXECUTE A MASTER SERVICES AGREEMENT BETWEEN WEBQA AND THE CITY OF JACKSON, MISSISSIPPI, FOR RENEWAL OF GovQA FOIA APPLICATIONS SOFTWARE is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *City Attorney*

Chandra Gayten, Deputy City Attorney Ca



DATE

GOVQA MASTER SERVICE(S) AGREEMENT
For GovQA Exchange Platform

THIS MASTER SERVICE(S) AGREEMENT (the "Agreement") between GovQA, LLC (hereafter "GovQA") with its principal place of business at 900 S. Frontage Road, Suite 110 Woodridge, IL 60517 and the Jackson, MS, with its principal place of business at 219 S President St. Jackson ("Customer") is made effective as of 11/1/2021.

1. GOVQA DELIVERY OF SERVICE(S):

GovQA grants Customer a non-exclusive, non-transferable limited license to access and use the GovQA Service(s) on the Authorized Website(s) identified in the attached Schedule A. This Agreement will also govern all additional Schedules for Service(s).

2. CUSTOMER RESPONSIBILITIES:

Customer acknowledges it is receiving only a limited license to use the Service(s) and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the Service(s) and related documentation, all of which title and rights shall remain with GovQA. However, Customer will retain ownership of all its data in the system.

Customer agrees that (1) this license is limited to applications for its own use and may not lease or rent the Service(s) nor offer its use for others; (2) GovQA is not responsible for content placed into the Service(s); (3) that the Service(s) will not be used to capture confidential information, such as social security numbers or individual financial data or other sensitive data unless deployed in Fortress; and, (4) that it will maintain the Authorized Website(s) identified in Schedule A, provide GovQA with all information reasonably necessary to setup or establish the Service(s) on Customer's behalf, and allow a "Powered by GovQA" logo with a hyperlink to GovQA's website home page on the Authorized Website.

3. SERVICE(S) LEVELS:

GovQA will use commercially reasonable efforts to backup and keep the Service(s) and Authorized Website(s) in operation consistent with applicable industry standards and will respond to customers' requests for support during normal business hours.

THE SERVICE(S) ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICE(S) IS AT ITS OWN RISK. GOVQA DOES NOT WARRANT THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR-FREE OR UNAFFECTED BY FORCE MAJEURE EVENTS.

4. WARRANTY AND LIABILITY:

GOVQA MAKES NO REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS OTHERWISE STATED HEREIN OF THE SERVICE(S) AND SHALL HAVE

NO LIABILITY FOR ANY CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, DATA LOSS AND BUSINESS INTERRUPTION, AND THE PARTIES AGREE THAT THE ONLY REMEDIES THAT SHALL BE AVAILABLE TO CUSTOMER UNDER THIS AGREEMENT SHALL BE THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. GOVQA'S LIABILITY UNDER ALL CIRCUMSTANCES INVOLVED HEREIN THIS AGREEMENT IS EXPRESSLY LIMITED TO THE AMOUNT RECEIVED BY GOVQA UNDER THIS AGREEMENT.

5. TERMINATION:

Either party may terminate this agreement without cause if the terminating party gives the other party sixty (60) days written notice prior to termination. Should Customer terminate without cause after the first date of the then current term as defined in the attached schedule, Customer must pay the balance of the current contracted term and this payment obligation will immediately become due.

GovQA may terminate service(s) if payments are not received by GovQA as specified in Schedule A. All monies associated with current term will be due immediately.

Upon any termination, GovQA will discontinue Service(s) under this Agreement; GovQA will provide Customer with an electronic copy of all of Customer's data, if requested and for a cost of no more than \$2,500; and, the provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

6. INDEMNIFICATION:

To the extent allowed by law, each Party agrees to fully indemnify and hold harmless the other for any and all costs, liabilities, losses, and expenses resulting from any claim, suit, action, or proceeding brought by any third party.

7. ACCEPTABLE USE:

Customer represents and warrants that the Service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures. GovQA may, upon misuse of the Service(s), request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

8. CONFIDENTIALITY:

Each party hereby agrees to maintain the confidentiality of the other party's confidential and proprietary materials and information, including but not limited to, all information, knowledge or data not generally available to the public which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance

GOVQA MASTER SERVICE(S) AGREEMENT
For GovQA Exchange Platform

under this Agreement. Customer acknowledges that the Service(s) contain valuable trade secrets, which are the sole property of GovQA, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Service(s). GovQA will use reasonable efforts to ensure that any GovQA contractors maintain the confidentiality of proprietary materials and information.

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of MS.

GovQA may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.

10. ACCEPTANCE:

Authorized representatives of Customer and GovQA have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

Customer: City of Jackson

Signature: _____

Print Name: Chokwe Antar Lumumba

Title: Mayor

GovQA, LLC

Signature: _____

Print Name: _____

Title: _____

Date: _____

Party Initials: _____

GOVQA MASTER SERVICE(S) AGREEMENT
For GovQA Exchange Platform

Annual Software Subscription Services

QTY	PART #	DESCRIPTION	UNIT PRICE	DISC (%)	EXTENDED
3	QA1002	Redaction License (per named user)	\$390.00		\$1,170.00
1	QA1000	Exchange Platform with FOIA Module	\$16,415.00		\$16,415.00
30	QA2000	Hosted Data Storage (GB) Note: Overage Fees Will Apply	\$0.00		\$0.00
1	QA2002	Payments Module Note: Using GovQA-Approved Provider	\$2,645.00		\$2,645.00
1	QA2003	Invoicing Module	\$2,645.00		\$2,645.00
20	QA2000	Additional Hosted Data Storage (GB)	\$24.00		\$480.00
Annual Software Subscription Services TOTAL:					\$23,355.00

GOVQA MASTER SERVICE(S) AGREEMENT
For GovQA Exchange Platform

I. GovQA agrees to the following:

- A. One-time setup of public facing page to access GovQA Exchange public facing functions
- B. Branding of public facing page to the look and feel of Customer website. Future updates are available for an additional fee.
- C. One-time configuration of GovQA Exchange Platform with one request related to the Freedom of Information Act
- D. Payment Service Assumptions/Requirements:
 - 1. Customer has online payment provider
 - 2. Customer online payment provider can supply hosted payment page branded for Customer
 - 3. Customer online payment provider hosted payment page can accept parameters passed via URL such as amount due, reference #, etc.
 - 4. Customer online payment provider hosted payment page can accept postback URL and perform a postback with confirmation information to the provided URL.
 - 5. Customer online payment provider hosted payment page can return user to GovQA Portal page that launched the payment process.

II. Customer agrees to:

- A. Hold an implementation joint kickoff meeting with GovQA within 15 days from contract Effective Date
- B. Build and execute project plan to be fully implemented within 120 days of the contract Effective Date

III. Training and ongoing support included in Implementation and Subscription Fees:

- A. One online Administrator training
- B. Two online training sessions for all users
- C. Ongoing support through system videos and knowledgebase
- D. Periodic webinars to train and update customers on new features
- E. Customer will log ALL ISSUES into the GovQA Support System to receive technical support.

IV. Data:

Customer data is owned by Customer. Once 500GB of data storage has been exceeded, data storage is billed in increments of 500GB over the allotted 500GB and will be assessed at an annual fee of \$1,500 and billed in arrears. Storage is reviewed annually and is adjusted at next renewal term.

V. Term: November 1, 2021 to October 31, 2022. This annual term will automatically renew all existing services, unless Customer notifies GovQA in writing of its intent not to extend the term at least sixty (60) days prior to expiration of the then current term end date. Renewal Terms will not increase by more than 8.0%.

VI. Billing: All fees are exclusive of taxes, billed on an annual basis, and due upon receipt of invoice. This secures site, servers and resources necessary to begin project. If payment is not received within 30 days, GovQA has the right to suspend all services. Furthermore, invoices accrue 1% per month past due and customer is responsible for all costs, including attorney fees, for the collections of invoices.

VII. Remittance: All payments should be made directly to GovQA. GovQA mailing address for all payments is:
GovQA Accounts Receivable Department
9014 Heritage Parkway, Suite #308
Woodridge, IL 60517

Party Initials: _____

GOVQA MASTER SERVICE(S) AGREEMENT
For GovQA Exchange Platform

VIII. Customer Contacts:

Main Contact:			
Municipal Clerk Department		Title: Municipal Clerk	
Address: 219 S President St.	City: Jackson	State: MS	Zip: 39201
Work Phone: (601) 960-1035	Mobile:		
Fax: (601) 960-1052	Email: cityclerk@city.jackson.ms.us		
Billing Contact:			
Title:			
Address:	City:	State:	Zip:
Work Phone:	Mobile:		
Fax:	Email:		
System Administrator Contact:			
Title:			
Address:	City:	State:	Zip:
Work Phone:	Mobile:		
Fax:	Email:		

**ORDER AUTHORIZING THE SUBMISSION OF THE FY 2021
ARPA TRAVEL, TOURISM, AND OUTDOOR RECREATION
GRANT APPLICATION THROUGH THE EDA FOR RUSSELL C.
DAVIS PLANETARIUM**

OFFICE OF THE CITY CLERK
K. L. KELLEY
8/19/2021

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 the enhancement of the City of Jackson’s cultural and tourism offerings; and

WHEREAS, the Russell C. Davis Planetarium pursues strategies, goals, objectives and priorities relevant to the enhancement of the tourism economy of the City of Jackson and State of Mississippi and to provide inquiry- and experiential-based cultural offerings for its visitors that are in direct alignment with the mission and goals of the EDA; thus, qualifying the Planetarium to apply for the ARPA Grant through the EDA; and

WHEREAS, Russell C. Davis Planetarium qualifies to receive funds equivalent of up to \$4,000,000.00 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 2021 ARPA Travel, Tourism, and Outdoor Recreation grant through the EDA, and if awarded, the funds will be accepted from said grant opportunity and the Mayor to authorize to execute any and all documents related thereto.

Agenda Item No. #22
Agenda Date August 31, 2021
(KIDD, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET


8/11/21
DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	Authorizes the Mayor and Russell C. Davis Planetarium to submit for the FY 2021 American Rescue Plan Act Travel, Tourism, and Outdoor Recreation grant application through the EDA.																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Economic Development and Quality of Life																																													
3. Who will be affected	The City of Jackson, its citizens, students statewide, visitors, and tourists.																																													
4. Benefits	Potential grant funding for Russell C. Davis Planetarium.																																													
5. Schedule (beginning date)																																														
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide																																													
7. Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Human and Cultural Services																																													
8. COST	\$0																																													
9. Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>																																														
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						



MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

FROM: Adriane Dorsey-Kidd, Director 
Department of Human and Cultural Services

DATE: August 11, 2021

SUBJECT: EDA Grant Application for Planetarium

This order authorizes the Mayor and Russell C. Davis Planetarium to submit a grant application for the EDA FY 2021 American Rescue Plan Act Travel, Tourism, and Outdoor Recreation grant.

It is for the following funding request:

AMOUNT
Up to \$4,000,000.00

GRANT
EDA FY 2021 American Rescue Plan Act Travel,
Tourism, and Outdoor Recreation grant

AK/jdl


Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

Kristen Love
8/19/2021
OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE SUBMISSION OF THE FY 2021 ARPA TRAVEL, TOURISM, AND OUTDOOR RECREATION GRANT APPLICATION THROUGH THE EDA FOR RUSSELL C. DAVIS PLANETARIUM** is legally sufficient for placement in NOVUS Agenda.



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

8-19-2021

DATE

ORDER RATIFYING THE APPLICATION AND ACCEPTANCE OF THE MISSISSIPPI HUMANITIES COUNCIL AMERICAN RESCUE PLAN 2021 GRANT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE ACCEPTANCE AND ADMINISTRATION OF SAID GRANT.

Handwritten:
KIDD, LUMUMBA
8/13/2021
DEPT. OF HUMAN & CULTURAL SERVICES

WHEREAS, the Cultural Services Division of the City of Jackson Department of Human and Cultural Services is committed to the reopening and continued success of the Smith Robertson Museum and Cultural Center; and

WHEREAS, the Mississippi Humanities Council accepted applications through August 16, 2021, for American Rescue Plan (ARP) grant programs to assist humanities organizations within the State of Mississippi recover from the COVID-19 pandemic; and

WHEREAS, the Cultural Services Division applied for an ARP Grant on July 9, 2021, for the maximum grant amount of Fifteen Thousand Dollars and No Cents (\$15,000.00) to prevent, prepare for, respond to and/or recover from the coronavirus and the subsequent economic crisis considering the Smith Robertson Museum and Cultural Center experienced a ninety-seven percent (97%) decrease in revenue between April 2020 and December 2020 as compared between April 2019 and December 2019 due to the COVID-19 pandemic; and

WHEREAS, the Mississippi Humanities Council granted the application on August 3, 2021, for the maximum award amount of Fifteen Thousand Dollars and No Cents (\$15,000.00) submitted by Cultural Services Division on behalf of the Smith Robertson Museum and Cultural Center; and

WHEREAS, the Cultural Services Division has determined that it is in the best interest of the citizenry for the City of Jackson to apply for, accept and administer the ARP grant from the Mississippi Humanities Council in the amount of Fifteen Thousand Dollars and No Cents (\$15,000.00).

IT IS, THEREFORE, ORDERED that the July 9, 2021 ARP application submission to the Mississippi Humanities Council for the maximum award amount of Fifteen Thousand Dollars and No Cents (\$15,000.00) by the Cultural Services Division of the City of Jackson Department of Human & Cultural Services on behalf of the Smith Robertson Museum and Cultural Center is hereby ratified, and that the August 3, 2021 acceptance of the ARP grant award in the amount of Fifteen Thousand Dollars and No Cents (\$15,000.00) by the Cultural Services Division of the City of Jackson Department of Human & Cultural Services on behalf of the Smith Robertson Museum and Cultural Center is hereby ratified.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any documents necessary for the acceptance and administration of said grant.

Agenda Item No. # **23**
Agenda Date August 31, 2021
(KIDD, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

August 11, 2021
DATE

POINTS		COMMENTS
1.	Brief Description	ORDER RATIFYING THE APPLICATION AND ACCEPTANCE OF THE MISSISSIPPI HUMANITIES COUNCIL AMERICAN RESCUE PLAN 2021 GRANT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE ACCEPTANCE AND ADMINISTRATION OF SAID GRANT.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention	Improved and increased awareness for museum marketing, visitor experience including school tour groups. Awareness and marketing efforts to attract regional visitors from surrounding states of Tennessee and Alabama via a newly developed social media platform and website.
3.	Who will be affected	The City of Jackson, its citizens, students statewide, visitors and tourists.
4.	Benefits	Increased and improved awareness of the SRMCC for visitors; newly developed social media platforms including an interactive website.
5.	Schedule (beginning date)	August 30, 2021
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Human & Cultural Services
8.	COST	\$0
9.	Source of Funding	Mississippi Humanities Council 2021 American Rescue Plan Grant
10.	EBO participation	ABE _____% WAIVER yes _____ N/A _____ AABE _____% WAIVER yes _____ N/A _____ FBE _____% WAIVER yes _____ N/A _____ HBE _____% WAIVER yes _____ N/A _____ NABE _____% WAIVER yes _____ N/A _____

MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

FROM: Adriane Dorsey-Kidd, Director
Department of Human and Cultural Services

DATE: August 11, 2021

SUBJECT: MS Humanities Grant for the Smith Robertson Museum and Cultural Center

This order authorizes the Mayor and The Smith Robertson Museum and Cultural Center to accept a grant award from the MS Humanities Council for covid relief efforts that has to be signed and returned to the MS Humanities Council by August 13, 2021. The grant process started in late June with a meeting between the newly hired SRMCC manager, Gwen Harmon and the leadership of the Humanities Council. We were encouraged to apply given how the museum was impacted by Covid which resulted in our operations being closed for 10 months.

The application was submitted in July and our application was accepted and awarded August 3, 2021.

The grant agreement is to be signed and returned to the Humanities Council by August 13, 2021.

We recognize this is not following a more advanced timeline notice but we are fortunate to be accepted 2 weeks after our application was submitted.

We respectfully request that you support our efforts in obtaining the funds that are already designated to us.

It is for the following request:

AMOUNT

15,000.00

GRANT

MS Humanities Council

AK/jdl

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
8/17/2024
KL

This ORDER RATIFYING THE APPLICATION AND ACCEPTANCE OF THE MISSISSIPPI HUMANITIES COUNCIL AMERICAN RESCUE PLAN 2021 GRANT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE ACCEPTANCE AND ADMINISTRATION OF SAID GRANT is legally sufficient for placement in NOVUS Agenda.



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



DATE

ORDER RATIFYING THE ACCEPTANCE OF ALARM MONITORING AND MAINTENANCE SERVICES FROM AED SECURITY FOR SERVICES RENDERED TO THE PARK MAINTENANCE AND PETE BROWN GOLF FACILITIES, FROM JUNE 1, 2021 THROUGH SEPTEMBER 30, 2021, AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH AED SECURITY. (WARDS 3 & 4) (HARRIS, LUMUMBA)

OFFICE OF THE CITY ATTORNEY

WHEREAS, the City of Jackson, Department of Parks and Recreation takes great pride in the security and care of our park facilities by providing year-round Alarm Monitoring and Maintenance Services; and

WHEREAS, the City of Jackson, Department of Parks and Recreation is attempting to avoid costly burglaries and instances of vandalism issues; and

WHEREAS, the previous agenda item honored invoices received from AED Security, to be paid a term period of February 1, 2021 through May 31, 2021; and

WHEREAS, the Department has received two (2) additional invoices from AED Security for services rendered June 1, 2021 through September 30, 2021 as specified below; and

AED SECURITY			
Service Location	INVOICE	ACCOUNT	AMOUNT
Pete Brown Golf Facility 3200 W. Woodrow Wilson Avenue Jackson, MS 39213	0007781	005-501.10-6420	\$120.00
Park Maintenance Facility 4736 Clinton Boulevard Jackson, MS 39204	0007783		\$120.00
Total – June 1, 2021 through September 30, 2021			\$240.00

WHEREAS, the Department of Parks and Recreation believes honoring invoices received to present, is in the best interest of the City of Jackson.

IT IS, THEREFORE, ORDERED that the Alarm Monitoring and Maintenance Services accepted from AED Security from June 1, 2020 through September 30, 2021, at the Park Maintenance and Pete Brown Golf Facilities are hereby accepted, and said payments for the same are authorized in the amount of Two Hundred Forty Dollars (\$240.00).

IT IS FURTHER ORDERED that the Mayor is authorized to execute an agreement with AED Security for Alarm Monitoring and Maintenance Services at the Park Maintenance and Pete Brown Golf Facilities for a term period of June 1, 2021 through September 30, 2021, in an amount not to exceed Two Hundred Forty Dollars (\$240.00), from for Account 005-501.10-6420.

Agenda Item No. #24
 Agenda Date August 31, 2021
 (HARRIS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

08-17-21

DATE

POINTS		COMMENTS																																																		
1.	Brief Description/Purpose	Order ratifying the acceptance of alarm monitoring and maintenance services from AED Security for services rendered to the Park Maintenance and Pete Brown Golf Facilities, from June 1, 2021 through September 30, 2021, and authorizing the Mayor to execute an agreement with AED Security.																																																		
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention Quality of Life																																																		
3.	Who will be affected	Park Maintenance & Pete Brown Golf Facilities																																																		
4.	Benefits	To ensure payments are honored and paid, to prevent interruption of security alarm and monitoring services.																																																		
5.	Schedule (beginning date)	Upon City Council approval.																																																		
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Wards 3 & 4 No																																																		
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Parks and Recreation																																																		
8.	COST	\$240.00 Total: Park Maintenance Facility - \$120.00 / Pete Brown Golf - \$120.00																																																		
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Account: 005-501.10-6420																																																		
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>	ABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	AABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	WBE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	HBE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	NABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
ABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																											
AABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																											
WBE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																											
HBE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																											
NABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																											

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



"One City, One Aim, One Destiny"

Memo

TO: The Honorable Mayor Lumumba
FROM: Ison B. Harris, Jr., Director
Department of Parks and Recreation
DATE: August 17, 2021
RE: AED Security – 06/01/21 thru 09-30-21

Order ratifying the acceptance of alarm monitoring and maintenance services from AED Security for services rendered to the Park Maintenance and Pete Brown Golf Facilities, from June 1, 2021 through September 30, 2021, and authorizing the Mayor to execute an agreement with AED Security.

The Department of Parks and Recreation believes honoring invoices received to present, is in the best interest of the City of Jackson, and should be honored.

Thank you.


IBHjr/pb

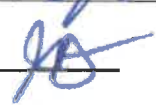
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING THE ACCEPTANCE OF ALARM MONITORING AND MAINTENANCE SERVICES FROM AED SECURITY FOR SERVICES RENDERED TO THE PARK MAINTENANCE AND PETE BROWN GOLF FACILITIES, FROM JUNE 1, 2021 THROUGH SEPTEMBER 30, 2021, AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH AED SECURITY is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, City Attorney
James Anderson, Special Assistant 



DATE



AED Security 407 Briarwood Drive Suite 206C
6016243470 Jackson, Mississippi 39206
United States

Billed To
Steve Hutton
Pete Brown Golf Course
3200 W Woodrow Wilson Ave
Jackson, Mississippi
39209
United States

Date of Issue
08/01/2021
Due Date
08/31/2021

Invoice Number
0007781
Amount Due (USD)
\$120.00

Description	Rate	Qty	Line Total
Monthly30 4 Months Monthly Monitoring	\$30.00	4	\$120.00
Subtotal			120.00
Tax			0.00
Total			120.00
Amount Paid			0.00
Amount Due (USD)			\$120.00

Terms



AED Security 407 Briarwood Drive Suite 206C
6016243470 Jackson, Mississippi
39206
United States

Billed To
Sandra Bell
City of Jackson Parks and Recreation
3880 Bullard Street
Jackson, Mississippi
39205
United States

Date of Issue 08/01/2021
Invoice Number 0007783
Amount Due (USD) **\$120.00**

Due Date 08/31/2021

Description	Rate	Qty	Line Total
Monthly30 4 Months Monthly Monitoring	\$30.00	4	\$120.00
Subtotal			120.00
Tax			0.00
Total			120.00
Amount Paid			0.00
Amount Due (USD)			\$120.00

Terms

OFFICE OF THE CLERK
CITY OF JACKSON
MISSISSIPPI

ORDER AUTHORIZING PAYMENT TO ANIMAL MEDICAL CENTER FOR SERVICES RENDERED.

WHEREAS, the City of Jackson Police Department has three (3) K-9 units which require regular medical care, and

WHEREAS, Animal Medical Center has provided said medical care for these canines at a cost of \$220.00, and

WHEREAS, the Jackson Police Department has sufficient funds to pay for these services in its forfeiture and seizure fund (Fund 2).

IT IS HEREBY ORDERED that the City of Jackson is authorized to pay Animal Medical Clinic \$220.00 for services rendered.

APPROVED FOR AGENDA:

Agenda Item No. # **25**
Agenda Date August 31, 2021
(DAVIS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

August 9, 2021
DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	TO AUTHORIZE PAYMENT TO ANIMAL MEDICAL CENTER FOR SERVICES RENDERED.																																													
2. Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	CRIME PREVENTION																																													
3. Who will be affected	CITY OF JACKSON'S CITIZENS, VISITORS, BUSINESSES, EMPLOYEES																																													
4. Benefits	KEEP K-9 UNITS IN GOOD HEALTH																																													
5. Schedule (beginning date)	IMMEDIATELY, UPON COUNCIL APPROVAL																																													
6. Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	ALL WARDS CITY WIDE N/A																																													
7. Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	JACKSON POLICE DEPARTMENT CITY LEGAL																																													
8. COST	\$220.00																																													
9. Source of Funding <ul style="list-style-type: none"> ▪ General Fund X ▪ Grant ▪ Bond ▪ Other 	Fund 002.907.00.6419																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
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NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						


Office of the City Attorney


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



OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT TO ANIMAL MEDICAL CENTER FOR SERVICES RENDERED** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, City Attorney
James Anderson, Special Assistant 



DATE

OFFICE OF THE CITY ATTORNEY
JACKSON, MISSISSIPPI

INVOICE

Animal Medical Center

995 S. Frontage Rd.
Jackson, MS 39204
(601) 354-3622

WE LOVE YOUR PET !

FOR: Jackson Police Dpt-Fiscal Affairs
-Suite 222
327 E. Pascagoula Street-
Jackson, MS 39201

Printed: 08-04-21 at 10:45a

Date: 08-04-21

Account: 13166

Invoice: 313155

Date	For	Qty	Description	Net Price
<hr/>				
Services by Troy Majure, DVM				
08-02-21	Loki	11	Board w/Clinic Food, Lg	220.00
08-02-21		1	Complimentary Bath/Nails/Ears	0.00
<hr/>				
Old balance	Charges	Payments		New balance
674.00	220.00	0.00		894.00

There will be a 1 1/2% per month interest charge on all accounts that are not paid before the 25th of the month.

Reminders for: Loki (Weight: 62.0 lbs - 3y)	Last done
03-05-22 Canine Annual w/ HW Antigen Te	03-05-21
09-03-21 Proheart 6 inj. 6 month - Larg	03-05-21

PLEASE VISIT OUR WEBSITE WWW.ANIMALMEDICALCENTEROFJACKSON.COM
WHERE YOU CAN FIND A LINK TO OUR PETPORTAL AND RECEIVE EMAIL
REMINDERS. FOLLOW US ON FACEBOOK AND INSTAGRAM TOO!

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING PAYMENT TO FEDEX FOR SERVICES RENDERED

WHEREAS, the City of Jackson Police Department periodically uses FedEx to securely ship evidence to and from other law enforcement agencies in the investigation of various crimes, and

WHEREAS, the FedEx was used several times for these services between June 17, 2020 and March 31, 2021, at a total cost of \$245.15, and

WHEREAS, the Jackson Police Department has sufficient funding to pay these invoices in their general fund.

IT IS HEREBY ORDERED that the Jackson Police Department is authorized pay FedEx \$245.15 for shipping related services.

APPROVED FOR AGENDA:

Agenda Item No. #26
Agenda Date August 31, 2021
(DAVIS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

**August 9, 2021
DATE**

POINTS		COMMENTS								
1.	Brief Description/Purpose	ORDER AUTHORIZING PAYMENT TO FEDEX FOR SERVICES RENDERED								
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	CRIME PREVENTION								
3.	Who will be affected	JACKSON POLICE DEPARTMENT								
4.	Benefits	COLLABORATION WITH LAW ENFORCEMENT AROUND THE COUNTRY THROUGH THE SHARING OF EVIDENCE								
5.	Schedule (beginning date)	IMMEDIATELY, UPON COUNCIL APPROVAL								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ ▪ Project limits if applicable	ALL WARDS CITY WIDE N/A								
7.	Action implemented by: ▪ City Department ▪ Consultant	JACKSON POLICE DEPARTMENT CITY LEGAL								
8.	COST	\$245.15								
9.	Source of Funding ▪ General Fund X ▪ Grant ▪ Bond ▪ Other	General Fund 001.442.40.6422								
10.	EBO participation	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
		AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
		WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
		HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
		NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____

Office of the City Attorney

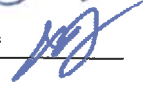
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT TO FEDEX FOR SERVICES RENDERED** is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, City Attorney

James Anderson, Special Assistant 



DATE



Invoice Number 7-041-33943	Invoice Date Jun 17, 2020	Account Number 2413-0525-2	Page 3 of 3
--------------------------------------	-------------------------------------	--------------------------------------	-----------------------

Ship Date: Jun 09, 2020

Cust. Ref.: NO REFERENCE INFORMATION

Ref.#2:

Payor: Third Party

Ref.#3:

• Fuel Surcharge - FedEx has applied a fuel surcharge of 2.50% to this shipment.

• Distance Based Pricing, Zone 4

• FedEx has audited this shipment for correct packages, weight, and service. Any changes made are reflected in the invoice amount.

Automation	SSFO	Sender	Recipient
Tracking ID	393691033616	Jordan Garrard	Raymond Walker
Service Type	FedEx 2Day AM	JPD	IPTM
Package Type	Customer Packaging	711 W CAPITOL ST STE 218	12000 ALUMNI DR
Zone	04	JACKSON MS 39203 US	JACKSONVILLE FL 32224 US
Packages	1		
Rated Weight	4.0 lbs, 1.8 kgs		
Delivered	Jun 11, 2020 09:12		
Svc Area	A2	Transportation Charge	26.78
Signed by	M.TROTTER	Fuel Surcharge	0.67
FedEx Use	000000000/B/	Total Charge	USD \$27.45
Third Party Subtotal			USD \$54.90
Total FedEx Express			USD \$54.90



Invoice Number	Invoice Date	Account Number
7-250-54436	Jan 20, 2021	2413-0525-2

PAST DUE

Billing Address:
 JACKSON POLICE DEPARTMENT
 FISCAL AFFAIRS
 327 E PASCAGOULA ST
 JACKSON MS 39201-4204

Shipping Address:
 JACKSON POLICE DEPARTMENT
 711 W CAPITOL ST STE 218
 JACKSON MS 39203-2608

**Invoice Questions?
 Contact FedEx Revenue Services**
 Phone: 800.622.1147
 M-F 7 AM to 8 PM CST
 Sa 7 AM to 6 PM CST
 Internet: fedex.com

Invoice Summary

FedEx Express Services

Total Charges	USD	\$22.93
TOTAL THIS INVOICE	USD	\$22.93

The amount due shown on the remittance advice reflects the invoice balance due and includes only those items still outstanding. Any payment which could be applied to a specific shipment has been credited to the appropriate activity summary enclosed. Payments and/or adjustments that could not be applied to a specific shipment have been credited against the total amount due on this invoice.

Other discounts may apply.

To pay your FedEx invoice, please go to www.fedex.com/payment. Thank you for using FedEx.

Your Account is Past Due. Date of Notice: Feb 28, 2021. To prevent further action, please remit your payment immediately. If payment has been made, please disregard this notice.

Detailed descriptions of surcharges can be located at fedex.com

To ensure proper credit, please return this portion with your payment to FedEx. Please do not staple or fold. Please make check payable to FedEx.

Invoice Number	Amount Past Due	Account Number
7-250-54436	USD \$22.93	2413-0525-2

Remittance Advice

Your Account is Past Due. Date of Notice: Feb 28, 2021

72505443630000022939241305252900000000000000000229390

0004711 01 MB 0.447 **AUTO TO 0 1059 39201-420427 -C01-P04715-11



JACKSON POLICE DEPARTMENT
 FISCAL AFFAIRS
 327 E PASCAGOULA ST
 JACKSON MS 39201-4204



FedEx
 P.O. Box 660481
 DALLAS TX 75266-0481



60084590004613



Invoice Number 7-316-21204	Invoice Date Mar 24, 2021	Account Number 2413-0525-2	Page 1 of 2
--------------------------------------	-------------------------------------	--------------------------------------	----------------

Billing Address:
 JACKSON POLICE DEPARTMENT
 FISCAL AFFAIRS
 327 E PASCAGOULA ST
 JACKSON MS 39201-4204

Shipping Address:
 JACKSON POLICE DEPARTMENT
 711 W CAPITOL ST STE 218
 JACKSON MS 39203-2608

Invoice Questions?
Contact FedEx Revenue Services
 Phone: 800.622.1147
 M-F 7 AM to 8 PM CST
 Sa 7 AM to 6 PM CST
 Internet: fedex.com

Invoice Summary

FedEx Other Charges

Total Charges	USD	\$8.09
TOTAL THIS INVOICE	USD	\$8.09

Other discounts may apply.

Account Summary as of Mar 24, 2021

Previous Balance	178.12
Payments	0.00
Adjustments	0.00
New Charges	8.09
New Account Balance	\$186.21

Detailed descriptions of surcharges can be located at fedex.com

To ensure proper credit, please return this portion with your payment to FedEx. Please do not staple or fold. Please make check payable to FedEx.

Invoice Number	Invoice Amount	Account Number	Account Balance
7-316-21204	USD \$8.09	2413-0525-2	USD \$186.21

Remittance Advice

Your payment is due by **Apr 08, 2021**

731621204700000080942413052529000018621300000080940

0036163 01 AB 0.425 **AUTO T7 0 1083 39201-420427 -C01-P36199-J1



JACKSON POLICE DEPARTMENT
 FISCAL AFFAIRS
 327 E PASCAGOULA ST
 JACKSON MS 39201-4204



FedEx
 P.O. Box 660481
 DALLAS TX 75266-0481



62320830028069



Invoice Number	Invoice Date	Account Number
7-323-79662	Mar 31, 2021	2413-0525-2

Billing Address:

JACKSON POLICE DEPARTMENT
FISCAL AFFAIRS
327 E PASCAGOULA ST
JACKSON MS 39201-4204

Shipping Address:

JACKSON POLICE DEPARTMENT
711 W CAPITOL ST STE 218
JACKSON MS 39203-2608

Invoice Questions?**Contact FedEx Revenue Services**

Phone: 800.622.1147
M-F 7 AM to 8 PM CST
Sa 7 AM to 6 PM CST
Internet: fedex.com

Invoice Summary**FedEx Express Services**

Total Charges	USD	\$58.94
TOTAL THIS INVOICE	USD	\$58.94

Other discounts may apply.

To pay your FedEx invoice, please go to www.fedex.com/payment. Thank you for using FedEx.

Account Summary as of Mar 31, 2021

Previous Balance	186.21
Payments	0.00
Adjustments	0.00
New Charges	58.94
New Account Balance	\$245.15

Detailed descriptions of surcharges can be located at fedex.com

To ensure proper credit, please return this portion with your payment to FedEx. Please do not staple or fold. Please make check payable to FedEx.

Invoice Number	Invoice Amount	Account Number	Account Balance
7-323-79662	USD \$58.94	2413-0525-2	USD \$245.15

Remittance Advice

Your payment is due by Apr 15, 2021

732379662800000589412413052529000024515900000589410

0036738 01 AB 0.425 **AUTO T6 0 1089 39201-420427 -C01-P36774-11



JACKSON POLICE DEPARTMENT
FISCAL AFFAIRS
327 E PASCAGOULA ST
JACKSON MS 39201-4204



FedEx
P.O. Box 660481
DALLAS TX 75266-0481



62326890029454

ORDER AUTHORIZING THE MAYOR TO EXECUTE A FIVE (5) YEAR LEASE AGREEMENT FOR THE LEASE OF OFFICE SPACE FOR PRECINCT 4.

OFFICE OF THE CLERK
CITY OF JACKSON
[Signature]

WHEREAS, the City of Jackson Police Department currently leases space for Precinct 4 at 5080 Parkway Drive, Jackson, Mississippi, and

WHEREAS, the current lease is set to expire on August 31, 2021, and

WHEREAS, Colonial Mart Retail, LLC has offered the 1st Amendment to Lease for a term of five (5) years at a cost of \$4,289.00, with an option to terminate at the end of each year at a cost of \$1000 per year for each year remaining in the lease, and

WHEREAS, the City of Jackson Police Department has funds in its General Fund to cover this expense.

IT IS HEREBY ORDERED that the Mayor be authorized to execute a lease agreement with Colonial Mart Retail LLC for five (5) years.

APPROVED FOR AGENDA:

Agenda Item No. # **27**
Agenda Date August 31, 2021
(DAVIS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

JULY 22, 2021
DATE


POINTS		COMMENTS			
1.	Brief Description/Purpose	LEASE AGREEMENT WITH COLONIAL MART RETAIL, LLC FOR OFFICE SPACE FOR PRECINCT 4			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	CRIME PREVENTION			
3.	Who will be affected	CITY OF JACKSON POLICE DEPARTMENT			
4.	Benefits	Maintain current location until new precinct is ready			
5.	Schedule (beginning date)	IMMEDIATELY, UPON COUNCIL APPROVAL			
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ ■ Project limits if applicable	ALL WARDS	CITY WIDE	N/A	
7.	Action implemented by: ■ City Department ■ Consultant	JACKSON POLICE DEPARTMENT	CITY LEGAL		
8.	COST	\$4,289.00 per month for the lease. Termination cost is \$1,000 per year for each year remaining on lease			
9.	Source of Funding ■ General Fund X ■ Grant ■ Bond ■ Other	General Fund 001.442.44.6512			
10.	EBO participation	ABE _____ %	WAIVER	yes _____ no _____	N/A _____
		AABE _____ %	WAIVER	yes _____ no _____	N/A _____
		WBE _____ %	WAIVER	yes _____ no _____	N/A _____
		HBE _____ %	WAIVER	yes _____ no _____	N/A _____
		NABE _____ %	WAIVER	yes _____ no _____	N/A _____

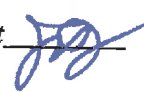
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FIVE (5) YEAR LEASE AGREEMENT FOR THE LEASE OF OFFICE SPACE FOR PRECINCT 4** is legally sufficient for placement in NOVUS Agenda.



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



DATE

1st AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE is made and entered into as of August, 2021, by and between Colonial Mart Retail, LLC ("Lessor") and City of Jackson ("Lessee").

WHEREAS, on or about August 24, 2016 a Lease was entered into by and between Lessor and Lessee relating to certain real property commonly known as (street address, city, state, zip): 5080 Parkway Drive, Jackson, MS 39211 (the "Premises"), and

WHEREAS, Lessor and Lessee have have not previously amended said Lease, and

WHEREAS, the Lessor and Lessee now desire to amend said Lease,

NOW, THEREFORE, for payment of TEN DOLLARS and other good and valuable consideration to Lessor, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree to make the following additions and modifications to the Lease:

TERM: The Expiration Date is hereby advanced extended to August 31, 2026.

AGREED USE: The Agreed Use is hereby modified to: Police Precinct / District Office.

BASE RENT ADJUSTMENT: Monthly Base Rent shall be as follows: \$4,289.00/month - (no adjustment - rate remains same as original term).

OTHER: TERMINATION OPTION - RIGHT TO TERMINATE.

Lessee shall have the Right to Terminate the Lease with the termination to be effective as of August 31 of any year during the extended term of the Lease upon the following conditions:

- Lessee shall provide written notice to Lessor of its intent to terminate the Lease ("Lease Termination Notice") with the termination to be effective as of August 31 of the then current lease term year ("Lease Termination Date") on or before the date which is six (6) months prior to the end of the current lease term year (February 28th/29th - "Termination Notice Date"). Failure to provide written notice on or before the Termination Notice Date will disallow termination at the end of that current lease term year.
- If Lessee elects to exercise the Termination Option, Lessee shall pay to Lessor upon the Termination Notice Date a Lease Termination Fee equivalent to one thousand dollars (\$1,000.00) for each unexpired year of the Term remaining after the Lease Termination Date.

Termination Notice Date	Lease Termination Date	Termination Fee
February 28, 2022	August 31, 2022	\$4,000.00
February 28, 2023	August 31, 2023	\$3,000.00
February 29, 2024	August 31, 2024	\$2,000.00
February 28, 2025	August 31, 2025	\$1,000.00

This Amendment shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Amendment and any uncertainty and ambiguity shall not be interpreted against any one party. Signatures to this Amendment accomplished by means of electronic signature or similar technology shall be legal and binding.

All other terms and conditions of this Lease shall remain unchanged and shall continue in full force and effect except as specifically amended herein.

EXECUTED as of the day and year first above written.

By Lessor:
Colonial Mart Retail, LLC

By Lessee:
City of Jackson

By: R&R Equities, LLC
Name Printed: it's Managing Member
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: Chokwe A. Lumumba
Title: Mayor
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: David C. Robertson
Title: Manager
Phone: 601-899-0181
Fax: _____
Email: _____

By: _____
Name Printed: James E. Davis
Title: Chief of Police
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

Address: _____
Federal ID No.: _____

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INITIALS

INITIALS

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY ACCESS AGREEMENT BETWEEN THE CITY OF JACKSON AND GREAT CITY MS FOUNDATION FOR JAMIE FOWLER BOYLE PARK TO PERFORM INSPECTIONS, SURVEYING, SOIL AND ENVIRONMENTAL TESTING, SITE TOURS, AND SURFACE MAINTENANCE WITH AN OBJECTIVE TO DEVELOP A PEDESTRIAN BRIDGE AND TRAIL (WARD 7).

OFFICE OF THE CITY ATTORNEY
S. HILLMAN
2021

WHEREAS, the City of Jackson ("Grantor") is the owner of real property located in Hinds County and designated as Parcel ID 444-2 in the landroll and recorded in Deed Book 385 Page 166, otherwise designated by the City as Jamie Fowler Boyle Park; and

WHEREAS, the Great City MS Foundation ("Grantee") is seeking Grantor's consent to enter the Property for the purpose of inspecting and planning future trail improvements and pedestrian bridge; and

WHEREAS, the governing authorities of the City of Jackson find it in the best interest of the City to enter into such agreement.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a Property Access Agreement with Great City MS Foundation whereby the City will grant Great City MS Foundation a non-exclusive, right and privilege to enter the Property ("the Right") from time to time for the purpose of performing inspections, surveying, soil and environmental testing, site tours with project advocates and potential investors, and surface maintenance such as mowing and trimming ("the Work").

IT IS FURTHER ORDERED that the Right shall be exercised by Grantee and/or Grantee's agents, employees and representatives, contractors, and its subcontractors only.

IT IS FURTHER ORDERED that the Right granted shall not exceed 24 months from the effective date of the Agreement and that prior to entering the Property, Grantee shall provide Grantor with advance notice, but not less than 24-hour notice, as prescribed in the Agreement, and that the Right may be unilaterally terminated by the Grantor upon a two-week notice to the Grantee.

IT IS FURTHER ORDERED that Grantee shall indemnify, hold harmless, and defend Grantor from liability for any and all costs, expenses, fees, and/or any other expenditures necessitated by the Work and all Damages connected with the Work.

IT IS FURTHER ORDERED that Grantee shall remove any remaining trash, waste, or equipment on any portion of the Property affected thereby, shall return the Property to the condition that existed immediately prior to the effective date of the Property Access Agreement, and shall provide Grantor with a final report relating to any tests or surveys performed pursuant to the Property Access Agreement.

Agenda Item No. # 28
Agenda Date August 31, 2021
(HILLMAN, LUMUMBA)


Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
8/25/2021

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY ACCESS AGREEMENT BETWEEN THE CITY OF JACKSON AND GREAT CITY MS FOUNDATION FOR JAMIE FOWLER BOYLE PARK TO PERFORM INSPECTIONS, SURVEYING, SOIL AND ENVIRONMENTAL TESTING, SITE TOURS, AND SURFACE MAINTENANCE WITH AN OBJECTIVE TO DEVELOP A PEDESTRIAN BRIDGE AND TRAIL (WARD 7)** is legally sufficient for placement in NOVUS Agenda.



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



DATE


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 8/23/2021

P O I N T S		C O M M E N T S					
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY ACCESS AGREEMENT BETWEEN THE CITY OF JACKSON AND GREAT CITY MS FOUNDATION FOR JAMIE FOWLER BOYLE PARK TO PERFORM INSPECTIONS, SURVEYING, SOIL AND ENVIRONMENTAL TESTING, SITE TOURS, AND SURFACE MAINTENANCE WITH AN OBJECTIVE TO DEVELOP A PEDESTRIAN BRIDGE AND TRAIL (WARD 7)					
2.	Purpose	Explore pedestrian bridge and trail planning across Lakeland Drive.					
3.	Who will be affected	N/A.					
4.	Benefits	Future Trail Expansion and Connectivity					
5.	Schedule (beginning date)	N/A					
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 7					
7.	Action implemented by: ▪ City Department ▪ Consultant	Department of Planning & Development					
8.	COST	None					
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A					
10.	EBO participation See attached sheets from Vendors	ABE _____ %	WAIVER	yes ___	no ___	N/A	<u> X </u>
		AABE _____ %	WAIVER	yes ___	no ___	N/A	<u> X </u>
		WBE _____ %	WAIVER	yes ___	no ___	N/A	<u> X </u>
		HBE _____ %	WAIVER	yes ___	no ___	N/A	<u> X </u>
		NABE _____ %	WAIVER	yes ___	no ___	N/A	<u> X </u>



DEPARTMENT OF PLANNING AND DEVELOPMENT

MEMORANDUM

To: Chokwe Antar Lumumba, Mayor
From:  Jordan Rae Hillman, AICP, Director
Date: August 23, 2021
Subject: Agenda Item

Attached you will find an item for the agenda approving an access agreement with Great City MS Foundation for site access to Jamie Fowler Boyle Park for the purposes of planning the construction of a trail and pedestrian bridge extending the Museum Trail over Lakeland Drive from LeFleur's Bluff State Park to Jamie Fowler Boyle Park.

Site access is for the purposes of performing inspections, surveying, soil and environmental testing, site tours with project advocates and potential investors.

The Museum to Market Trail currently ends at the Mississippi Children's Museum entrance on Museum Boulevard. The trail is currently planned to be extended northward to Lakeland Drive through non-city investment. The trail will then need to cross Lakeland Drive via a pedestrian bridge and ramp down into Jamie Fowler Boyle Park to meet accessibility standards. The trail will then extend through Jamie Fowler Boyle Park and connect to Smith Wills Stadium, the Mississippi Ag Museum, and the Mississippi Sports Hall of Fame. There is future opportunity to further extend the trail to connect to the existing trail on Eastover Drive.

Currently this project is in the preliminary planning stage and is contingent on fundraising abilities for full implementation.

Potential Location for a Pedestrian Bridge over Lakeland Drive



ORDER AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR AND ADMINISTER THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S OFFICE OF LEAD HAZARD CONTROL AND HEALTHY HOMES PRODUCTION GRANT THAT WILL SUPPORT EXISTING HOUSING REHABILITATION PROGRAMS.

WHEREAS, the overarching purpose of the Office of Lead Hazard Control and Healthy Homes is to assist states, cities, counties/parishes, Native American Tribes or other units of local government in undertaking comprehensive programs to identify and control housing-based health hazards in eligible privately-owned rental or owner-occupied housing; and

WHEREAS, Jackson has an aged housing stock and research has proven that residents of older homes are at higher risk of being exposed to health hazards such as mold, lead-based paint, asthma triggers, etc. Therefore, healthy homes production programs are essential for existing and future housing rehabilitation programs; and

WHEREAS, the Department of Planning and Development, through its Office of Housing and Community Development, is requesting approximately \$2,000,000 from the U.S. Department of Housing and Urban Development's Office Lead Hazard Control and Healthy Homes under the Fiscal Year (FY) 2021 Healthy Homes Production Grant Program; and

WHEREAS, applicants are required to provide a 10% match of requested grant funds; and

WHEREAS, the required matching funds will be contributed through CDBG funds of \$200,000 and will be provided over the four (4) year time period for the grant.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute any and all documents and agreements necessary to apply for, accept and administer the U. S. Department of Housing and Urban Development's Office of Lead Hazard Control and Healthy Homes Healthy Homes Production Grant.

Agenda Item No. # 29
Agenda Date August 31, 2021
(HILLMAN, LUMUMBA)

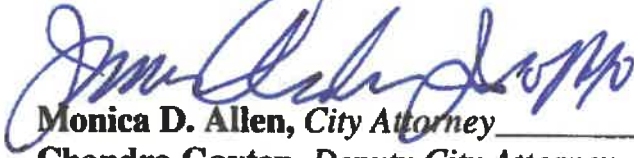
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

THIS ORDER AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR AND ADMINISTER THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S OFFICE OF LEAD HAZARD CONTROL AND HEALTHY HOMES PRODUCTION GRANT THAT WILL SUPPORT EXISTING HOUSING REHABILITATION PROGRAMS is legally sufficient for placement in NOVUS agenda.



Monica D. Allen, City Attorney

Chandra Gayten, Deputy City Attorney CG

8-27-2021

DATE: _____

**Office of Housing &
Community Development**

MEMORANDUM

TO: Mayor Chokwe Lumumba

FROM: Jordan Hillman, Director
Department of Planning and Development

CC: Valerie Tucker, Deputy Director,
Office of Housing and Community Development

DATE: August 17, 2021

RE: Agenda Item for August 31, 2021 City Council Meeting

The attached agenda item is an order authorizing the Mayor to execute any and all documents necessary to apply for, accept and administer the U. S. Department of Housing and Urban Development's Office of Lead Hazard Control and Healthy Homes Healthy Homes Production grant that will support existing housing rehabilitation programs.

This order is requesting authority to apply and accept a grant for approximately \$2,000,000 from the U.S. Department of Housing and Urban Development under the Fiscal Year (FY) 2021 Healthy Homes Production Grant Program.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 08/17/2021

	POINTS	COMMENTS																									
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR AND ADMINISTER THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S OFFICE OF LEAD HAZARD CONTROL AND HEALTHY HOMES HEALTHY HOMES PRODUCTION GRANT THAT WILL SUPPORT EXISTING HOUSING REHABILITATION PROGRAMS.																									
2.	Purpose	The overarching purpose of the Office of Lead Hazard Control and Healthy Homes is to assist states, cities, counties/parishes, Native American Tribes or other units of local government in undertaking comprehensive programs to identify and control housing-based health hazards in eligible privately-owned rental or owner-occupied housing.																									
3.	Who will be affected	City of Jackson																									
4.	Benefits	The City will apply for \$2,000,000.																									
5.	Schedule (beginning date)	N/A																									
6.	Location: WARD CITYWIDE (yes/no) (area) Project limits if applicable	City of Jackson																									
7.	Action implemented by: City Department <u> X </u> Consultant _____	Department of Planning and Economic Development. Office of Housing & Community Development.																									
8.	COST	\$200,000 in matching funds will be provided over a four (4) years utilizing CDBG funds																									
9.	Source of Funding General fund _____ Grant <u> X </u> Bond _____ Other _____	The source of funding will be Community Development Block Grant (CDBG) match in the amount of \$200,000 and the Healthy Homes Production Grant, \$2,000,000.																									
10.	E. B.O. Participation	<table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">ABE _____ %</td> <td style="width: 15%;">WAIVER _____</td> <td style="width: 10%;">yes _____</td> <td style="width: 10%;">no _____</td> <td style="width: 50%;">N/A _____</td> </tr> <tr> <td>AABE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>WBE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>HBE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>NABE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> </table>	ABE _____ %	WAIVER _____	yes _____	no _____	N/A _____	AABE _____ %	WAIVER _____	yes _____	no _____	N/A _____	WBE _____ %	WAIVER _____	yes _____	no _____	N/A _____	HBE _____ %	WAIVER _____	yes _____	no _____	N/A _____	NABE _____ %	WAIVER _____	yes _____	no _____	N/A _____
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AABE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							
WBE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							
HBE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							
NABE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							

OFFICE OF THE CITY ATTORNEY
CA

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2020-1218 – 1816 WALTHAM STREET – \$5,000.00 – WARD 5

WHEREAS, on September 1, 2020, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on August 4, 2020 for Case 2020-1218 located in Ward 5 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has a system in which vendors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare are rotated; and

WHEREAS, ACA DEMOLITION & PROJECT GROUP, LLC appeared next on the rotation list and through its representative, Elton Smith, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 1816 WALTHAM STREET for the sum of \$5,000.00; and

WHEREAS, ACA DEMOLITION & PROJECT GROUP, LLC has a principal office address of 120 Hillcroft Place, Jackson Mississippi 39211.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with ACA DEMOLITION & PROJECT GROUP, LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 1816 WALTHAM STREET deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$5,000.00 shall be paid to ACA DEMOLITION & PROJECT GROUP, LLC for the services provided from funds budgeted for the Division.

Agenda Item No. # 30
Agenda Date August 31, 2021
(HILLMAN, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

8/23/2021

DATE

POINTS		COMMENTS			
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Resolution is asking that the Mayor execute a contract for the completion of the work to improve public health, safety and welfare.			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life			
3.	Who will be affected	All City of Jackson Residents			
4.	Benefits	The demolition of dilapidated structures and the cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to the public health, safety and welfare of surrounding residents and communities.			
5.	Schedule (beginning date)	To be determined pending execution of contracts.			
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	WARD 5			
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION			
8.	COST	\$ 5,000.00			
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUND (001-444-70-6485)			
10.	EBO participation	ABE _____ %	WAIVER	yes ___ no ___	N/A _____
		AABE _____ %	WAIVER	yes ___ no ___	N/A _____
		WBE _____ %	WAIVER	yes ___ no ___	N/A _____
		HBE _____ %	WAIVER	yes ___ no ___	N/A _____
		NABE _____ %	WAIVER	yes ___ no ___	N/A _____

Department of Planning and Development



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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman
Director Planning and Development

DATE: August 24, 2021

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **ACA DEMOLITION & PROJECT GROUP, LLC** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2020-1218.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
Ca

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED, SECTION 21-19-11, FOR CASE # 2020-1218 - 1816 WALTHAM STREET - \$5,000.00 (WARD 5) is legally sufficient for placement in NOVUS Agenda.

Monica D. Allen

Monica D. Allen, City Attorney

Chandra Gayten, Deputy City Attorney *Ca*

8/23/2024

DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH THE UNIVERSITY OF MISSISSIPPI ON BEHALF OF THE MISSISSIPPI SMALL BUSINESS DEVELOPMENT CENTER STATE OFFICE FOR A SUB-AWARD GRANT IN THE AMOUNT OF \$132,431.00 TO PROVIDE FUNDING TO THE CITY'S SMALL BUSINESS DEVELOPMENT CENTER

OFFICE OF THE CITY ATTORNEY
CE

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

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

WHEREAS, over the past several years, Congress has operated the federal budget on Continuing Resolutions; and

WHEREAS, the Small Business Administration ("SBA") has not been able to give Small Business Development Center state programs notice of awards until January or February following the start of the federal fiscal year on October 1st; and

WHEREAS, beginning 2022, the SBA is changing the Small Business Development Center accounting year to a calendar year basis (January to December) using a two-step process; and

WHEREAS, in Step 1, the current fiscal year (2021) will be extended to a fifth quarter, October to December, and the sub-award contracts will be modified to cover the 5th quarter with ¼ of current budget funds allocated for the 5th quarter; and in Step 2, a new sub-award will be offered for 2022, January to December, and the hosts will be reimbursed each quarter, just as under previous contracts under the federal fiscal year time period; and

WHEREAS, the City of Jackson, Small Business Development Division will move to SBA's calendar year, January 1, 2022 to December 31, 2022; and

WHEREAS, \$132,431.00 is required to continue the City's Small Business Development Center for Fiscal Year 2022, which consists of a \$15,000.00 reimbursable grant from the University of Mississippi, matching funds in the amount of \$105,392.00 from the City of Jackson and a waiver of indirect costs in the amount of \$12,039.00; and

WHEREAS, the City's matching funds will come from the salary of existing staff persons in the Business Development Division and will not necessitate an increase in the Department's budget; and

WHEREAS, the Department believes that continuing the program and accepting the sub-award grant on behalf of the Mississippi Small Business Development Center State Office is in the best interest of the City.

Agenda Item No. # 31
Agenda Date August 31, 2021
(HILLMAN, LUMUMBA)

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the contract and related documents with the University of Mississippi on behalf of the Mississippi Small Business Development Center State Office for a sub-award grant in the amount of \$132,431.00, which consists of a \$15,000.00 reimbursable grant from the University of Mississippi, matching funds in the amount of \$105,392.00 from the salary of existing staff persons in the Business Development Division, and a waiver of \$12,039.00 in indirect costs.

Item No.: _____
Date: August 31, 2021
By: (Hillman, Lumumba)



MEMORANDUM

To: Chokwe Antar Lumumba, Mayor

From: Jordan Rae Hillman, AICP, Director

Date: August 23, 2021

Subject: Order Authorizing the Mayor to execute the contract with the University of Mississippi on behalf of the Mississippi Small Business Development Center State Office.

The attached Agenda item authorizes the Mayor to execute the contract with the University of Mississippi on behalf of the Mississippi Small Business Development Center State Office. The total cost under the Federal Fiscal Year 2022 is \$132,431.00, which consists of federal funds sponsored by UM in the amount of \$15,000.00, City of Jackson match funds in the amount of \$105,392.00 and a waiver of indirect costs in the amount of \$12,039.00. The City's match funds will come from existing staff persons in the Business Development Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 8/17/2021

P O I N T S		C O M M E N T S								
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH THE UNIVERSITY OF MISSISSIPPI ON BEHALF OF THE MISSISSIPPI SMALL BUSINESS DEVELOPMENT CENTER STATE OFFICE FOR A SUB AWARD GRANT IN THE AMOUNT OF \$132,431.00 TO PROVIDE FUNDING TO THE CITY'S SMALL BUSINESS DEVELOPMENT CENTER								
2.	Purpose	Fund a Host Small Business Development Center for the City of Jackson								
3.	Who will be affected	Existing and potential small businesses in the City of Jackson								
4.	Benefits	Provide technical assistance to existing businesses and entrepreneurs in the City of Jackson								
5.	Schedule (beginning date)	Upon approval								
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	citywide								
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	Department of Planning & Development								
8.	COST									
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	(New Grant) Small Business Association Federal Funds Grant Via University of Mississippi								
1	EBO participation See attached sheets from Vendors	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___X___
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	___X___
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	___X___
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	___X___
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	___X___

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

THIS ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH THE UNIVERSITY OF MISSISSIPPI ON BEHALF OF THE MISSISSIPPI SMALL BUSINESS DEVELOPMENT CENTER STATE OFFICE FOR A SUB-AWARD GRANT IN THE AMOUNT OF \$132,431.00 TO PROVIDE FUNDING TO THE CITY'S SMALL BUSINESS DEVELOPMENT CENTER is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, *City Attorney*

Chandra Gayten, Deputy City Attorney CG



DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND VARIOUS ORGANIZATIONS FOR THE USE OF 2020 HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM FUNDS IN THE JACKSON METROPOLITAN STATISTICAL AREA FOR A TOTAL OF \$1,434,010.00 (MSA) FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) (ALL WARDS).

WHEREAS, on June 22, 2021 the City Council adopted an Order authorizing the Mayor to submit the City of Jackson’s 2020-2024 Five-Year Consolidated Plan and 2020 One-Year Action Plan, consisting of the City’s CDBG, HOME, ESG and HOPWA components, to the Department of Housing and Urban Development (HUD); and

WHEREAS, the Office of Housing and Community Development recommends entering into a contract with Grace House, Inc. and Mississippi United to End Homelessness (MUTEH) to provide eligible HOPWA services to residents of the City of Jackson’s Metropolitan Statistical Area, which includes Hinds, Rankin, Madison, Copiah, and Simpson counties; and

WHEREAS, the contracts shall be effective October 1, 2020 – February 28, 2022; and September 1, 2021 – December 30, 2022.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute contracts with Grace House, Inc. and Mississippi United to End Homelessness (MUTEH) for the implementation of the Housing Opportunities for Persons With AIDS (HOPWA) program in the Jackson Metropolitan Statistical Area (MSA) for the use of 2020 HOPWA funds; and to execute all other required forms and contractual documents related to this award. The funds should be allocated as follow:

GRACE HOUSE, INC.	\$695,495.00
MISSISSIPPI UNITED TO END HOMELESSNESS (MUTEH)	\$695,495.00

Agenda Item No. # 32
Agenda Date August 31, 2021
(HILLMAN, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

8/31/2021
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND VARIOUS ORGANIZATIONS FOR THE USE OF 2020 HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM FUNDS IN THE JACKSON METROPOLITAN STATISTICAL AREA FOR A TOTAL OF \$1,434,010.00 (MSA) FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) (ALL WARDS).
2.	Public Policy Initiative: Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life
3.	Who will be affected	HOPWA eligible low income persons and their families living in the Jackson MSA
4.	Benefits	To provide HOPWA eligible services
5.	Schedule (beginning date)	October 1, 2020
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Jackson MSA - All Wards (Hinds, Rankin, Madison, Simpson, and Copiah)
7.	Action implemented by: City Department <input checked="" type="checkbox"/> Consultant	Department of Planning & Development
8.	COST	\$1,434,010.00
9.	Source of Funding: General Fund Grant <input checked="" type="checkbox"/> Bond Other	2020 HOPWA Grant
	EBO participation	ABE ___% WAIVER yes ___ no ___ N/A ___ AABE ___% WAIVER yes ___ no ___ N/A ___ WBE ___% WAIVER yes ___ no ___ N/A ___ HBE ___% WAIVER yes ___ no ___ N/A ___ NABE ___% WAIVER yes ___ no ___ N/A ___

**OFFICE OF HOUSING AND
COMMUNITY DEVELOPMENT**

MEMORANDUM

TO: Chokwe Antar Lumumba, Mayor
FROM: *JPH* Jordan Hillman, Director
Department of Planning and Development
DATE: August 19, 2021
RE: Agenda Item for August 31, 2021 City Council Meeting

The attached agenda item authorizes the Mayor to execute a contract with Grace House, Inc. and Mississippi United to End Homelessness to implement the HOPWA related services in the Jackson Metropolitan Statistical Area (MSA), which includes Hinds, Rankin, Madison, Copiah, and Simpson counties.

The proposed services to be provided are: Rental Assistance, Short-Term Rent, Mortgage, and Utility (STRMU), Supportive Services, Short-Term Housing, Resource Identification, and Administration.

The contracts will cover costs of services for Grace House, Inc. beginning October 1, 2020 through February 28, 2022 in the amount of \$695,495.00; and Mississippi United to End Homelessness (MUTEH) beginning September 1, 2021 through December 30, 2022 in the amount of \$695,495.00.

Should you have any questions, please contact me at ext. 2155.

cc: Valerie Tucker, Interim Deputy Director, Department of Planning and Development
Linda Caldwell, Assistant Manager, Development Assistance Division

For Office Use Only:

Manager Approval: *JPH*

Date: *8-19-21*

Fiscal Officer Approval: *Alyssa Roussey*

Date: _____

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
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Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
CE

This ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND VARIOUS ORGANIZATION FOR THE USE OF 2020 HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM FUNDS IN THE JACKSON METROPOLITAN STATISTICAL AREA FOR A TOTAL OF \$1,434,010.00 (MSA) FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) (ALL WARDS) is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, City Attorney

Chandra Gayten, Deputy City Attorney ca

8/23/2021
DATE

Mississippi Code
8/24/2021

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH JACKSON INDIE MUSIC WEEK (JIMW) TO FACILITATE PRE-PRODUCTION RESPONSIBILITIES AND SERVICES NECESSARY FOR JIMW TO PERFORM DURING THE TECH JXN 2021 CONFERENCE AND FESTIVAL SEPTEMBER 23-25, 2021

WHEREAS, Mississippi Code Annotated Sections 17-3-1 and 17-3-3, 1972 as amended, authorize municipalities to expend funds, not to exceed the proceeds of one mil of the municipality's valuation and assessment, to advertise and bring into favorable notice the opportunities, possibilities and resources of the municipality; and

WHEREAS, the City of Jackson identified its four primary sectors for economic development as technology, education, creativity, and healthcare; and

WHEREAS, the City of Jackson will host TECH JXN, a three-day conference/festival at the Jackson Convention Center on September 23 - 24, 2021 and Mississippi Museum of Art on September 25, 2021, purposed to highlight the City of Jackson's four primary economic development sectors and to showcase such opportunities within these sectors within the City of Jackson; and

WHEREAS, the City of Jackson is desirous to retain professional consultant services to facilitate the pre-production responsibilities and services necessary for Jackson Indie Music Week, LLC (JIMW) to curate artists to perform during the TECH JXN September 23-25, 2021, to provide sound lighting and staging for TECH JXN September 23-25, 2021; and to handle social media marketing and promotions duties, including targeted buys on the TECH JXN Facebook & Twitter pages; and

WHEREAS, the City of Jackson's Chief Administrative Officer recommends the City of Jackson execute an agreement with JIMW to facilitate the pre-production responsibilities and services necessary for JIMW to perform during TECH JXN September 23-25, 2021, to curate artists to perform during TECH JXN September 23-25, 2021, to provide sound lighting and staging for TECH JXN September 23-25, 2021; and will handle social media marketing and promotion duties, including targeted buys on the TECH JXN Facebook & Twitter pages; and

WHEREAS, JIMW will facilitate the pre-production responsibilities and services necessary for JIMW to perform during TECH JXN September 23-25, 2021, will secure, at its own expense, the artists who will perform during TECH JXN September 23-25, 2021, will provide sound lighting and staging for TECH JXN September 23-25, 2021, and will handle social media marketing and promotions duties, including targeted buys on the TECH JXN Facebook & Twitter pages; and

WHEREAS, the service, work and performance of JIMW is purposed to highlight the creativity sector of the TECH JXN Conference and Festival.

WHEREAS, JIMW was exceptional in handling all these duties for the 2019 and 2020 TECH JXN Conference and Festival, proving its willingness, trustworthiness, and standards of excellence; and

WHEREAS, the total cost to the City of Jackson for all services rendered will not exceed \$5,000, which will be paid from the *W.K. Kellogg Economic Pathways to Human Dignity* grant project; and

Agenda Item No. # **33**
Agenda Date August 31, 2021
(HILLMAN, LUMUMBA)

WHEREAS, the City of Jackson's Chief Administrative Officer recommends the City of Jackson enter into an agreement with Jackson Indie Music Week, LLC to facilitate the pre-production responsibilities and services necessary for JIMW to perform during TECH JXN September 23-25, 2021, secure, at its own expense, the artists who will perform during TECH JXN September 23-25, 2021, provide sound lighting and staging for TECH JXN September 23-25, 2021, and handle social media marketing and promotions duties, including targeted buys on the TECH JXN Facebook & Twitter pages, with the term of this agreement to commence upon execution and to expire on September 25, 2021, not to exceed Five Thousand Dollars (\$5,000), to highlight the City of Jackson's four primary economic sectors and to showcase such opportunities within these sectors within the City of Jackson.

IT IS HERBY ORDERED that the Mayor be authorized to enter into an agreement with Jackson Indie Music Week LLC to facilitate the pre-production responsibilities and services necessary for JIMW to perform during TECH JXN September 23-25, 2021, secure, at its own expense, the artists who will perform during TECH JXN September 23-25, 2021, provide sound lighting and staging for TECH JXN September 23-25, 2021, and handle social media marketing and promotions duties, including targeted buys on the TECH JXN Facebook & Twitter pages with the term of this agreement to commence upon execution and to expire on September 25, 2021, not to exceed Five Thousand Dollars (\$5,000), to highlight the City of Jackson's four primary economic sectors and to showcase such opportunities within these sectors within the City of Jackson.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: August 13, 2021

POINTS		COMMENTS								
1.	Brief Description/Purpose	Order authorizing the Mayor to execute an agreement with Jackson Indie Music Week (JIMW) to facilitate pre-production responsibilities and services necessary for JIMW to perform during the TECH JXN 2021 Conference and Festival September 23-25, 2021								
2.	Purpose	1.To showcase the Creativity sector of the TECH JXN 2021 Conference and Festival 2. To provide the entertainment for the TECH JXN 2021 Conference and Festival								
3.	Who will be affected	City of Jackson								
4.	Benefits	Economic Development; Opportunities for citizens, businesses, visitors, prospective investors to observe the vibrant city that Jackson is.								
5.	Schedule (beginning date)	Upon Approval								
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Citywide								
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	CAO								
8.	COST	\$5,000								
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	W.K.Kellogg Foundation Grant number PO131760								
10.	EBO participation	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>

Revised 2-04

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH JACKSON INDIE MUSIC WEEK (JIMW) TO FACILITATE PRE-PRODUCTION RESPONSIBILITIES AND SERVICES NECESSARY FOR JIMW TO PERFORM DURING THE TECH JXN 2021 CONFERENCE AND FESTIVAL SEPTEMBER 23-25, 2021 is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, City Attorney

Kristen Love, Deputy City Attorney KL



DATE

OFFICE OF THE CITY ATTORNEY
Kristen Love
8/24/2021

ORDER APPROVING A COMPREHENSIVE SIGN PLAN FOR THE BELHAVEN TOWN CENTER THROUGH ALTERNATIVE COMPLIANCE PURSUANT TO CHAPTER 2 SECTION 102-30 (16) OF THE CITY OF JACKSON CODE OF ORDINANCES.

OFFICE OF THE CITY ATTORNEY
CW

WHEREAS, Chapter 2 Section 102-30 (16) of the City of Jackson Code of Ordinances establishes an alternative compliance method for sign approvals in existing mixed use pedestrian oriented districts that promote quality design and integration of architecture; and

WHEREAS, the Belhaven Town Center has submitted the required application and documents to request an alternative compliance approval; and

WHEREAS, the Department of Planning and Development has evaluated the submitted comprehensive sign plan and found that the sign plan contains all elements required; and

WHEREAS, the City Council finds that the proposed or existing development exhibits unique characteristics of land use, architectural style, site location, physical scale, historical interest or other distinguishing features that represent a clear variation from conventional development, and the proposed signage incorporates special design features such as logos, emblems, murals or statuary that are integrated with the building architecture; and

WHEREAS, the Belhaven Town Center is identified as the two blocks between North Street, North Jefferson Street, Poplar Boulevard, and Carlisle Street; and

WHEREAS, the comprehensive sign plan is attached as Exhibit A.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Jackson, Mississippi that the application of the Belhaven Town Center as defined and attached in Exhibit A is hereby approved.

Agenda Item No. # 34
Agenda Date August 31, 2021
(HILLMAN, LUMUMBA)

Exhibit A

Belhaven Town Center Alternative Compliance Application

1121 N Jefferson St. Jackson, MS

Table of Contents

Item B- Location Map, pg 2

Item C- Sign Table, pg 3

Item D- Site Plan, pg 4

Item E- Building Elevations, pg 5-6

Item F- Design Guidelines, pg 7

ITEM C- SIGN TABLE

Building identification:

Address letters may not exceed 8 inches in height

Business identification signs:

Signs may be illuminated internally or externally. Combined signage of building must not exceed 60 feet.

Building sign (wall or canopy) to be allowed 15% of each building wall area

Maximum area of 30 square feet

Ground sign to be allowed area of 20 square feet

Maximum height of 6ft

Maximum one sign per street frontage

Must be 10 feet from property line

Must be set back 10 feet from right of way

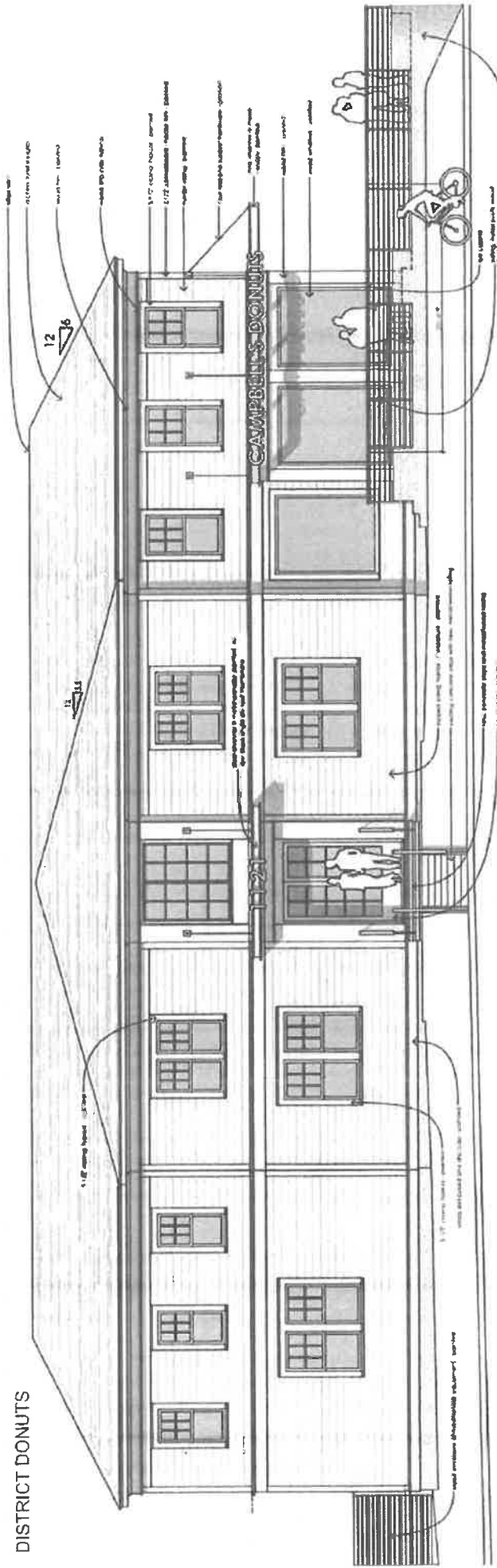
Additional sign types:

Blade sign to be allowed 30 square feet, with a maximum of 6 feet perpendicular distance from face of building

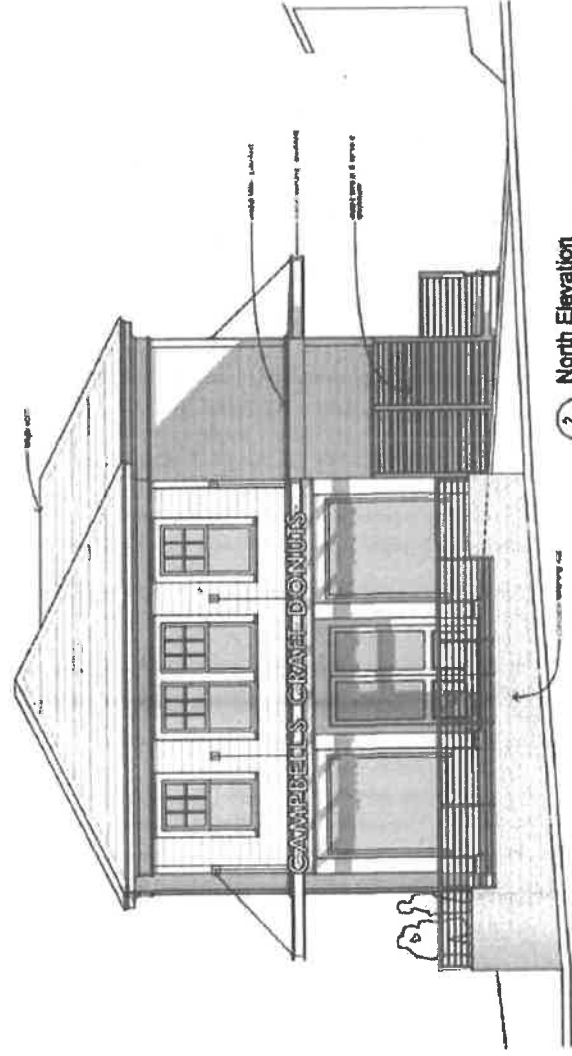
Must hang at least 8 feet from ground level

Roof mounted signs and moving sign parts to be allowed upon review

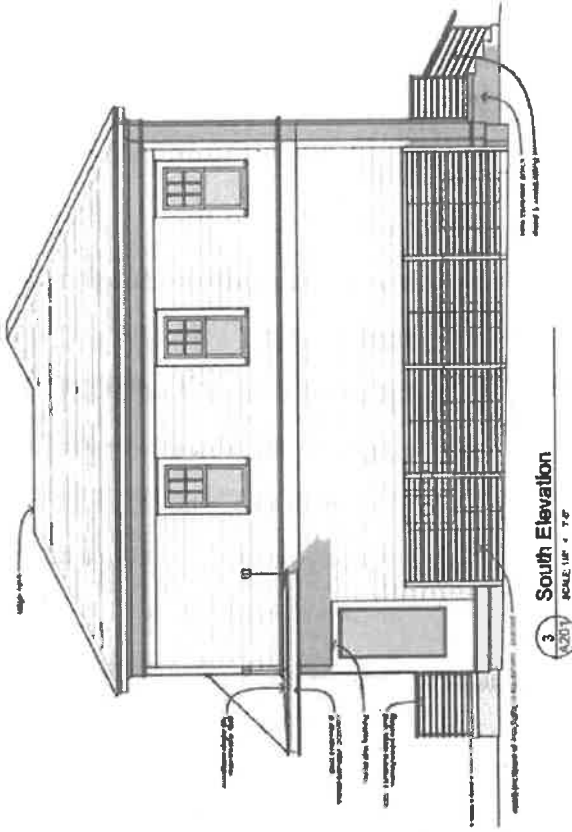
DISTRICT DONUTS



1 East Elevation
SCALE: 1/4" = 1'-0"



2 North Elevation
SCALE: 1/4" = 1'-0"



3 South Elevation
SCALE: 1/4" = 1'-0"

ITEM F- Design Guidelines:

Design encouraged to work well with historical Belhaven architecture- colonial, early craftsman and midcentury modern architecture are ideal

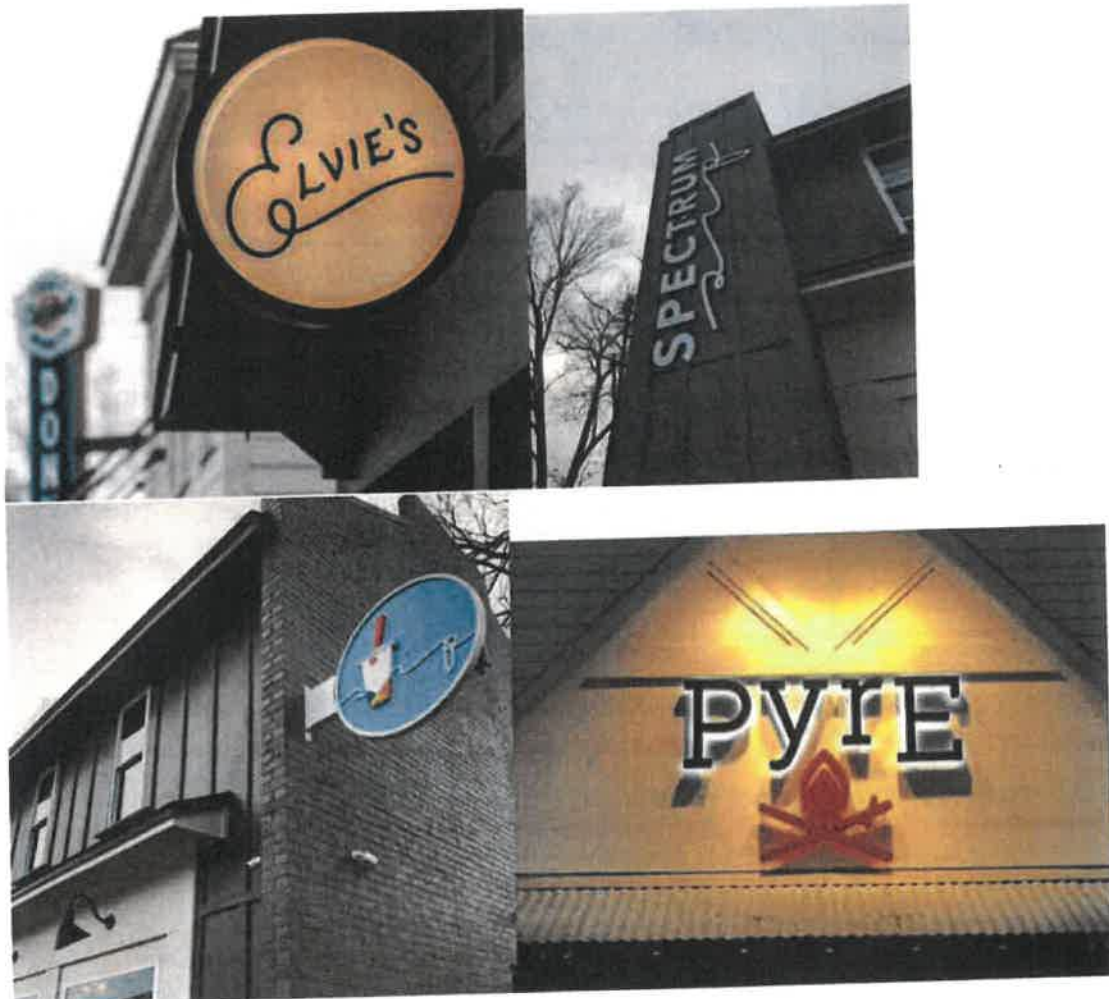
Sign designers encouraged to review existing signs in BTC

Signs must make use of 3 dimensional elements, such as flat cut or raised lettering, with exception for hand-painted signage

Flat, non-dimensional, sign panels will not be permitted

LED message boards will not be permitted

Visible brackets or hanging hardware must be intentional in its design



CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 2/2/2021

POINTS		COMMENTS																																													
1.	Brief Description	ORDER APPROVING A COMPREHENSIVE SIGN PLAN FOR THE BELHAVEN TOWN CENTER THROUGH ALTERNATIVE COMPLIANCE PURSUANT TO CHAPTER 2 SECTION 102-30(16) OF THE CITY OF JACKSON CODE OF ORDINANCES.																																													
2.	Purpose	Comprehensive sign plan for Belhaven Town Center																																													
3.	Who will be affected	Applicant.																																													
4.	Benefits	Higher architectural and design standards and more flexibility for signage in development.																																													
5.	Schedule (beginning date)	N/A																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Ward 7																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	Department of Planning & Development																																													
8.	COST	None																																													
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	N/A																																													
10.	EBO participation See attached sheets from Vendors	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>__X__</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>__X__</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>__X__</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>__X__</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>__X__</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	__X__	AABE	_____ %	WAIVER	yes	___	no	___	N/A	__X__	WBE	_____ %	WAIVER	yes	___	no	___	N/A	__X__	HBE	_____ %	WAIVER	yes	___	no	___	N/A	__X__	NABE	_____ %	WAIVER	yes	___	no	___	N/A	__X__
ABE	_____ %	WAIVER	yes	___	no	___	N/A	__X__																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	__X__																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	__X__																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	__X__																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	__X__																																							



MEMORANDUM

To: Chokwe Antar Lumumba, Mayor
From: Jordan Rae Hillman, AICP, Director
Date: August 17, 2021
Subject: Agenda Item

Attached you will find an item for the agenda approving the Comprehensive Sign Plan for the Belhaven Town Center under Chapter 2 Section 102-30 (16) section of the sign code that allows alternative compliance by comprehensive sign plan within the mixed used districts of the zoning code including UTC, UV, NMU, and CMU.

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

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

The Belhaven Town Center is defined geographically as the two blocks between North St, N Jefferson St, Carlisle St, and Poplar Blvd.

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



Figure 1 Belhaven Town Center

Office of the City Attorney

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Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

THIS ORDER APPROVING A COMPREHENSIVE SIGN PLAN FOR THE BELHAVEN TOWN CENTER THROUGH ALTERNATIVE COMPLIANCE PURSUANT TO CHAPTER 2 SECTION 102-30 (16) OF THE CITY OF JACKSON CODE OF ORDINANCES is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, City Attorney

Chandra Gayten, Deputy City Attorney CG

8/23/2024
DATE

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A
MEMORANDUM OF UNDERSTANDING AND OTHER DOCUMENTS
NECESSARY TO ACTIVATE THE LITTLE J RAIL TRAIL PROJECT
FROM THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION
(WARD 5)**

OFFICE OF THE CITY ATTORNEY
8-23-2021
[Signature]

WHEREAS, the City of Jackson received a Congressional appropriation for improvements to Lynch Street; and

WHEREAS, after the completion of a resurfacing and repair project from Highway 18 to Highway 80 and construction of a rail-trail from Yarbro St to West Highland Drive, there was \$1,721,790.68 in unobligated funds; and

WHEREAS, the City desires to construct a shared use trail along the abandoned City-owned Little J railroad south of and parallel to Lynch Street from Valley Street west towards Highway 80, and;

WHEREAS, the project has a minimum 20% match; and

WHEREAS, during the life of this project it will be necessary for the Mayor to execute a Memorandum of Understanding and other documents related to the administration and construction of the project and to submit those documents to MDOT, which administers projects that utilize federal transportation funds.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Memorandum of Understanding and other documents necessary for the administration of the Little J Rail Trail Project.

Agenda Item No. # **35**
Agenda Date August 31, 2021
(KING, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET August 19, 2021 .
DATE

POINTS		COMMENTS
1.	Brief Description	Order authorizing the Mayor to documents necessary for the administration of the Lynch Street and Little J Rail Trail Project
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	Residents, pedestrians, and bicyclists along the former Little J railroad.
4.	Benefits	Activate a project to construct a new rail-trail on a City-owned abandoned rail line.
5.	Schedule (beginning date)	Documents will be submitted after City Council approval.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Little J Railroad (Hwy 80 to Valley St plus a connector to the Dr Robert Smith Sr Pkwy trail) Ward 5
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works, Engineering Division
8.	COST	None to activate the project. A minimum match of 20% of the construction cost will be required.
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input checked="" type="checkbox"/> ▪ Other <input type="checkbox"/>	FHWA/MDOT – Congressional Earmark (80%) City – 2003 Bond (20% match)
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Marlin King *MK*
Interim Director

Date: August 19, 2021

Subject: Agenda Item for City Council Meeting

Attached you will find an agenda item to activate a project for a new rail-trail on the abandoned Little J Railroad from Highway 80 to Valley Street plus a potential connector from the Little J to the Dr Robert Smith Pkwy shared use path. The project will utilize the remaining funds from the Lynch Street earmark from 2005. There is \$1,721,790.68 remaining in earmark funds after the recent project west of Highway 80. This requires a 20% match that is already set aside, which results in a total available project cost of \$2,152,238.35. Submission of the project activation and execution of the project MOU does not require the expenditure of any funds at this time.

The City of Jackson owns the former Little J Railroad line from Valley St west towards Highway 80. The City seeks to construct an approximately one-mile long rail-trail that will provide a place for residents of all ages to walk, run, and bike. The City's plan is to construct the rail-trail as well as a connection to the existing shared-use path along Dr Robert Smith, Sr. Pkwy to connect west Jackson and JSU to downtown, which in turn connects to the Museum Trail from Downtown through Belhaven to the Mississippi Children's Museum.

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


Office of the City Attorney


455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39201-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
8/24/2021

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING AND OTHER DOCUMENTS NECESSARY TO ACTIVATE THE LITTLE J RAIL TRAIL PROJECT FROM THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION (WARD 5) is legally sufficient for placement in NOVUS Agenda.

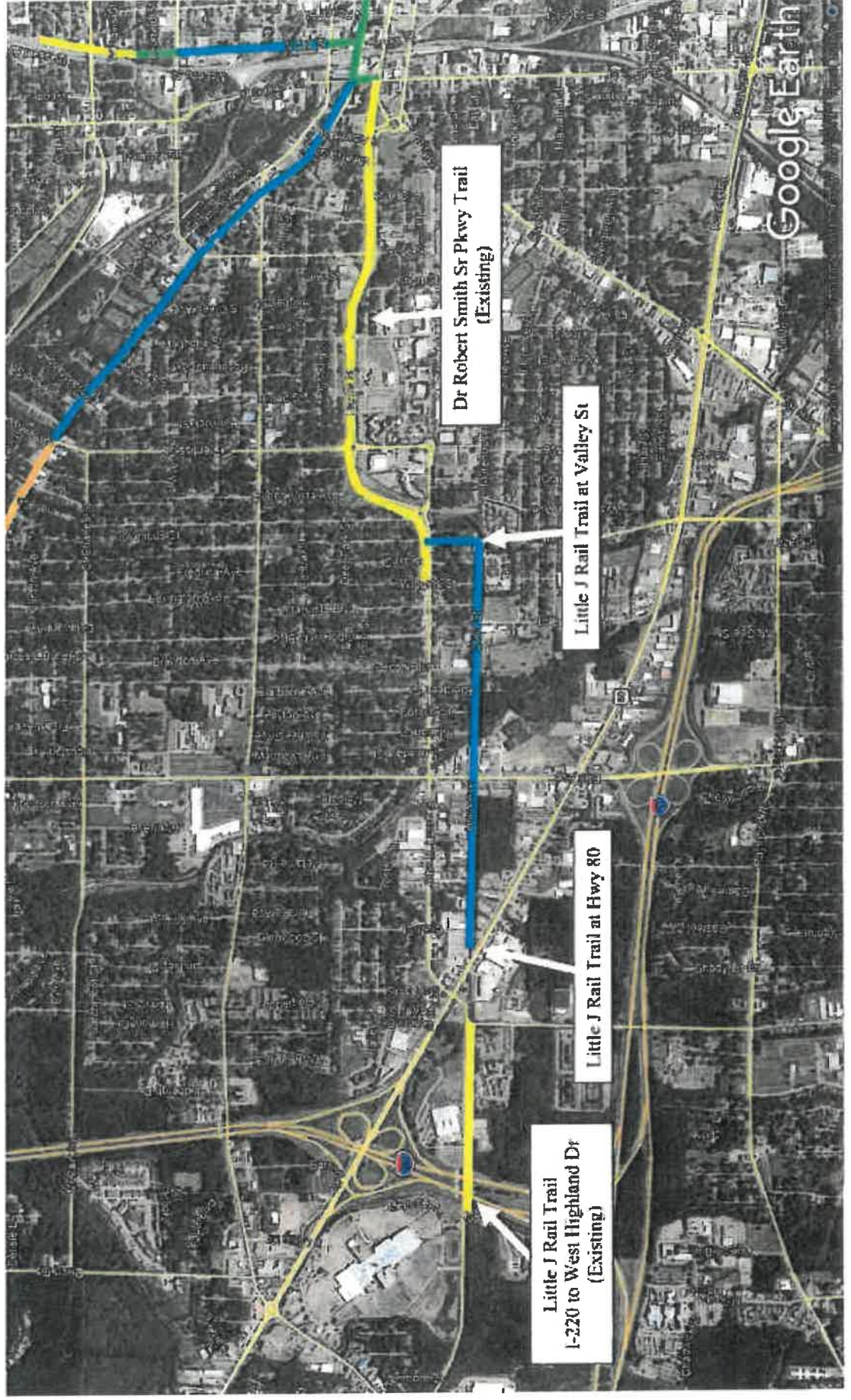


MONICA D. ALLEN, CITY ATTORNEY
Terry Williamson, Legal Counsel 



DATE

Little J Rail Trail Project (Hwy 80 to Valley St) Project Location Map



ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO RETAIN AN EXPERT WITNESS IN THE LAWSUIT STYLED, "ROBERT CHAMBERS V. CITY OF JACKSON, MS; OFFICER KENNETH SHORT (In his individual and official capacities); AND JOHN AND JANE DOES 1-10." IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI, NORTHERN DIVISION; CIVIL ACTION NO.: 3:20-cv-58-CWR-LGI.

OFFICE OF THE CITY ATTORNEY
8/25/21
[Signature]

WHEREAS, the City of Jackson is one of the defendants in a personal injury lawsuit short-styled "Robert Chambers v. City of Jackson, et al." filed in the United States District Court for the Southern District of Mississippi, Northern Division; Civil Action No. 3:20-CV-58-CWR-LGI; and,

WHEREAS, it is necessary to defend the interest of the City of Jackson from certain allegations, which are the subject of this lawsuit and as such, requires the employment, consultation and/or testimony of an expert in the area of Law Enforcement and the Use of Force used by police officers; and,

WHEREAS, the City Attorney's Office seeks approval to employ the services of Chief Mark S. Dunston in an amount not to exceed Ten Thousand Dollars (\$10,000) without further authorization of the governing authorities. It is necessary that the Office of the City Attorney be authorized to pay up to the amount of Ten Thousand Dollars (\$10,000) for the services of an expert witness.

NOW, THEREFORE, IT IS HEREBY ORDERED, that the Office of the City Attorney be authorized to retain the services of an expert in the area of law enforcement; and the use of force used by police officers; and expend such cost as are reasonable and necessary regarding the City of Jackson's defense in the lawsuit short-styled "Chambers, et al. v. City of Jackson, et al." in the United States District Court for the Southern District of Mississippi, Northern Division; Civil Action No.: 3:20-cv-58-CWR-LGI, in amount not to exceed Ten Thousand Dollars (\$10,000), unless further Council approval is obtained in advance.

Agenda Item No. # 36
Agenda Date August 31, 2021
(ALLEN, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 8/25/2021

	POINTS	COMMENTS
1.	Brief Description	ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO RETAIN AN EXPERT WITNESS IN THE LAWSUIT STYLED, "ROBERT CHAMBERS V. CITY OF JACKSON,MS; OFFICER KENNETH SHORT(In his individual and official capacities); JOHN AND JANE DOES 1-10." IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI, NORTHERN DIVISION; CIVIL ACTION NO.: 3:20-CV-58-CWR-LGI.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A
3.	Who will be affected	City of Jackson
4.	Benefits	Retention of expert witness to refute claims against the City
5.	Schedule (beginning date)	Upon Council approval
6.	Location: WARD CITYWIDE (yes/no) (area) Project limits if applicable	Citywide
7.	Action implemented by: City Department ____ Consultant _____	Office of the City Attorney
8.	COST	\$10,000
9.	Source of Funding General fund <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	

10.	E. B.O. Participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER _____ yes _____ no _____ N/A _____ WAIVER _____ yes _____ no _____ N/A _____ WAIVER _____ yes _____ no _____ N/A _____ WAIVER _____ yes _____ no _____ N/A _____
-----	------------------------------	--	--

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

OFFICE OF THE CITY ATTORNEY
KHS

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO RETAIN AN EXPERT WITNESS IN THE LAWSUIT STYLED, "ROBERT CHAMBERS V. CITY OF JACKSON, MS; OFFICER KENNETH SHORT (In his individual and official capacities); AND JOHN AND JANE DOES 1-10." IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI, NORTHERN DIVISION; CIVIL ACTION NO.: 3:20-cv-58-CWR-LGI, is legally sufficient for placement in NOVUS Agenda.



Monica Allen, City Attorney

Lee D. Thames, Jr. Special Assistant to the City Attorney *LDJ*

8/25/2024

DATE

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE PAYMENT OF ATTORNEY'S FEES ON BEHALF OF (FORMER) JACKSON POLICE OFFICERS KENNETH SHORT AND CODEY SMITH IN THE MATTER OF DEVON MODACURE vs THE CITY OF JACKSON, et al.; UNITED STATES FEDERAL DISTRICT COURT, SOUTHERN DISTRICT OF MISSISSIPPI; CASE NO. 3:20-CV-476-HTW-LGI.

WHEREAS, Mr. Devon Modacure filed a federal civil rights lawsuit against the City of Jackson, Mississippi and Former Jackson Police Officer Kenneth Short, Former Jackson Police Officer Codey Smith, and other unidentified police officers on July 21, 2020 from an alleged incident that occurred on or about October 27, 2017; and

WHEREAS, the Plaintiff, Devon Modacure, has sued Former Police Officer Kenneth Short and Codey Smith in both their official and individual capacities; and

WHEREAS, the Office of City Attorney believes there is a high risk of a conflict of interest in the representation of Former JPD Officers Short and Smith in both their official and individual capacities inasmuch as the statutory and legal requirements of immunity for the City and an individual police officer differ greatly under current legal precedent in such civil rights litigation; and

WHEREAS, the City has a statutory obligation to provide defense counsel for its officers and other employees; and

WHEREAS, Former Jackson Police Officers Short and Smith allowed their membership in the Police Benevolent Association (PBA) to expire after they voluntarily left the employment of the City in 2018, but desire to be represented by Counsel as follows: Attorney Francis Springer to represent Former Jackson Police Officer Codey Smith, and the firm of Danks, Miller, and Corey to represent Former Jackson Police Officer Kenneth Short.

WHEREAS, both law firms ordinarily and regularly represent law enforcement officers with the City of Jackson with a contractual agreement with the PBA; and

WHEREAS, Attorney Springer and the Danks, Miller, and Corey firm have agreed to represent Officer Short for the same discounted hourly rate or \$150.00 per hour provided to members of the PBA.

IT IS, THEREFORE, ORDERED that the City is hereby authorized to pay Attorney Francis Springer for the representation of Former Jackson Police Officer Codey Smith in the matter of Devon Modacure vs. the City of Jackson, Mississippi, et al. at an hourly rate of \$150.00 per hour.

IT IS, FURTHER, ORDERED that the City is hereby authorized to pay the firm of Danks, Miller, and Corey for the representation of Former Jackson Police Officer Kenneth Short in the matter of Devon Modacure vs. the City of Jackson, Mississippi, et al. at an hourly rate of \$150.00 per hour.

Agenda Item No. # 37
Agenda Date August 31, 2021
ALLEN, LUMUMBA)

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
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Telephone: (601) 960-1789
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OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE PAYMENT OF ATTORNEY'S FEES ON BEHALF OF (FORMER) JACKSON POLICE OFFICERS KENNETH SHORT AND CODEY SMITH IN THE MATTER OF DEVON MODACURE vs THE CITY OF JACKSON, *et al.*; UNITED STATES FEDERAL DISTRICT COURT, SOUTHERN DISTRICT OF MISSISSIPPI; CASE NO. 3:20-CV-476-HTW-LGI is legally sufficient for placement in NOVUS Agenda.


James Anderson, Special Assistant
Dana Sims, Legal Counsel

8-27-2024
DATE

ORDER AUTHORIZING THE PAYMENT OF ATTORNEY'S FEES ON BEHALF OF JACKSON POLICE OFFICER DON GATER, IN THE MATTER OF MARTHA DEE VS. THE CITY OF JACKSON, JAMES DAVIS, IN HIS INDIVIDUAL AND OFFICIAL CAPACITY, DONALD GATER, IN HIS INDIVIDUAL AND OFFICIAL CAPACITY IN THE UNITED STATES FEDERAL DISTRICT COURT, SOUTHERN DISTRICT OF MISSISSIPPI; CIVIL ACTION NO.: 3:20-cv-752-KHJ-FKB

OFFICE OF THE CITY ATTORNEY


WHEREAS, on November 25, 2020, Marth Dee filed a federal civil rights lawsuit against the City of Jackson, Mississippi, James Davis, in his individual and official capacity, Donald Gater, in his individual and official capacity, and other unidentified police officers from an alleged incident that occurred on or about April 2, 2019; and

WHEREAS, the Plaintiff, Martha Dee, has sued Officer Donald Gater in both his official and individual capacities; and

WHEREAS, the Office of the City Attorney believes there is a high risk of a conflict of interest in the representation of Officer Gater in both his official and individual capacity inasmuch as the statutory and legal requirements of immunity for the City and an individual police officer differ greatly under current legal precedent in such civil rights litigation; and

WHEREAS, the City has a statutory obligation to provide defense counsel for its officers and other employees; and

WHEREAS, Officer Gater desires to be represented by Counsel, Attorney Francis Springer; and

WHEREAS, Attorney Springer has agreed to represent Officer Gater for the same discounted hourly rate of \$150.00 per hour.

IT IS, THEREFORE, ORDERED that the City is hereby authorized to pay Attorney Francis Springer for the representation of Officer Donald Gater in the matter of Martha Dee vs. City of Jackson, et al at an hourly rate of \$150.00 per hour.

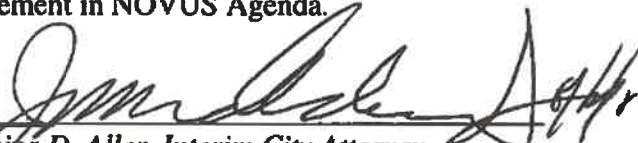
Agenda Item No. # 38
Agenda Date August 31, 2021
(ALLEN, LUMUMBA)

Office of the City Attorney

455 East Capitol Street
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OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE PAYMENT OF ATTORNEY'S FEES ON BEHALF OF JACKSON POLICE OFFICER DON GATER IN THE MATTER OF MARTHA DEE VS. THE CITY OF JACKSON, JAMES DAVIS, IN HIS INDIVIDUAL AND OFFICIAL CAPACITY, DONALD GATER, IN HIS INDIVIDUAL AND OFFICIAL CAPACITY IN THE UNITED STATES FEDERAL DISTRICT COURT, SOUTHERN DISTRICT OF MISSISSIPPI; CIVIL ACTION NO.: 3:20-cv-752-KHJ-FKB is legally sufficient for placement in NOVUS Agenda.



Monica D. Aller, Interim City Attorney
James Anderson, Jr., Special Assistant to City Attorney

8-27-2021

DATE

OFFICE OF THE CITY ATTORNEY

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE 8/27/21

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING THE PAYMENT OF ATTORNEY'S FEES ON BEHALF OF JACKSON POLICE OFFICER DON GATER IN THE MATTER OF MARTHA DEE VS. THE CITY OF JACKSON, JAMES DAVIS, IN HIS INDIVIDUAL AND OFFICIAL CAPACITY, DONALD GATER, IN HIS INDIVIDUAL AND OFFICIAL CAPACITY IN THE UNITED STATES FEDERAL DISTRICT COURT, SOUTHERN DISTRICT OF MISSISSIPPI; CIVIL ACTION NO.: 3:20-cv-752-KHJ-FKB																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A																																													
3.	Who will be affected	City of Jackson																																													
4.	Benefits																																														
5.	Schedule (beginning date)	Upon City Council approval																																													
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable																																														
7.	<input type="checkbox"/> Action implemented by: <input type="checkbox"/> § City Department <input type="checkbox"/> § Consultant	Office of the City Attorney																																													
8.	COST	Hourly rate of \$150.00 per hour																																													
9.	<input type="checkbox"/> Source of Funding <input type="checkbox"/> § General Fund <input type="checkbox"/> § Grant <input type="checkbox"/> § Bond <input type="checkbox"/> § Other	General Fund																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>X</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	X	AABE	_____ %	WAIVER	yes	___	no	___	N/A	X	WBE	_____ %	WAIVER	yes	___	no	___	N/A	X	HBE	_____ %	WAIVER	yes	___	no	___	N/A	X	NABE	_____ %	WAIVER	yes	___	no	___	N/A	X
ABE	_____ %	WAIVER	yes	___	no	___	N/A	X																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	X																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	X																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	X																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	X																																							

**RESOLUTION OF THE CITY COUNCIL OF JACKSON,
MISSISSIPPI
IN SUPPORT OF THE CELEBRATION OF
LABOR DAY, 2021**

WHEREAS, opportunity to celebrate the enhancement in quality of life, safety and welfare of the “*working woman and man*” shall be considered by this Resolution; and

WHEREAS, the first Labor Day holiday was celebrated on Tuesday, September 5, 1882, in New York City, in accordance with the plans of the Central Labor Union; and

WHEREAS, the first Labor Day celebration demonstrated “*the strength and esprit de corps of the trade and labor organizations*” with a parade as confirmation of public support; and

WHEREAS, in 1884, the Labor Day Observance was changed to the first Monday in September as in the original proposal of the Central Labor Union; by 1885, Labor Day was observed in industrial centers throughout the nation; and

WHEREAS, the City Council of Jackson, Mississippi salutes and celebrates our “*working women and men*” for their dedication to service in our city, state and nation.

THEREFORE, BE IT RESOLVED, that Councilman Kenneth I. Stokes and his Council colleagues hereby support and wish for its citizens a safe, enriching and fulfilling Labor Day Celebration, Monday, September 6, 2021, in the City of Jackson.

SO RESOLVED, this the _____ day of August, 2021.

Agenda Item No. **39**_____
Agenda Date: August 31, 2021
BY: STOKES

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
SUPPORTING THE COMMEMORATION OF SEPTEMBER 11, 2001**

WHEREAS, this resolution reflects on the historical events of September 11, 2001; and

WHEREAS, the terrorism on American soil forever changed the landscape and way of life for people of the United States and the world; and

WHEREAS, the first multiple hijacking in the United States and the first in the world in more than thirty years occurred on September 11, 2001; nineteen terrorists aboard four commercial transcontinental jetliners, were transitioned to flying weapons of destruction; and

WHEREAS, iconic American buildings were targeted to send a message of hatred for the United States; all four planes crashed, killing all on board- - terrorists, crew members, and passengers, along with hundreds who were killed or injured inside the structures on the ground; and

WHEREAS, at **8:19 a.m.**, a flight attendant on American Airlines Flight 11 first advised the airline that a hijacking was taking place on one of their planes; at **8:46 a.m.**, American Airlines Flight 11 crashed into New York City's North Tower of the World Trade Center; **9:03 a.m.**, United Airlines Flight 175 crashed into the south face of the South Tower of the World Trade Center; at **9:37 a.m.**, another American Airlines plane hit the Mall side of the Pentagon; and

WHEREAS, the events of 9/11 have led to new legislations, agencies, venues of commemoration, ever-changing intelligence strategies and lifestyles nationally and internationally; the City Council of Jackson, Mississippi remembers the twentieth anniversary of September 11, 2001- - "*Lest we forget!*"

NOW, THEREFORE, be it resolved that Councilman Kenneth I. Stokes and his Council colleagues greatly support the commemoration of September 11, 2001, "*9/11.*"

DONE this the 31st day of August, 2021.

Agenda Item No.: **40**
Date: August 31, 2021
BY: Stokes

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

WHEREAS, on February 18, 2020, the Jackson City Council, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, passed an Order Declaring the Need to Continue the State of Emergency that was issued on February 13, 2020 by Chokwe A. Lumumba, Mayor of the City of Jackson, Mississippi; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that flood waters and wide spread drainage system issues had affected several Jackson creeks, including, but not limited to: Belhaven Creek; Bogue Chitto Creek; Canney Creek; Eubanks Creek; Hanging Moss Creek; Lynch Creek; Purple Creek; Three Mile Creek; Town Creek; Travon Creek; and White Oak Creek; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that the flood waters and wide spread drainage system issues caused extensive damages to homes, business, public property, and threatened the safety of the citizens and property of the City of Jackson, Mississippi, requiring the exercise of extraordinary measures; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that all efforts should be taken to protect people and property in consideration of the health, safety, and welfare of the City's residents and the protection of their property within the affected areas; and

WHEREAS, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021 and July 20, 2021 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

WHEREAS, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, the Jackson City Council has again reviewed the need for continuing the local emergency and determined that the emergency should be continued.

IT IS THEREFORE HEREBY ORDERED that said Order Declaring the Need to Continue the Declared State of Emergency as delineated by the Jackson City Council, remains in full force and effect and shall be reviewed again in thirty (30) days in accordance with Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended.

Agenda Item # 41
Agenda Date August 31, 2021
(Jackson City Council)

ORDER REVISING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2020-2021

OFFICE OF THE CITY CLERK
CITY OF HORTON, MISSOURI
8/15/2021

IT IS HEREBY ORDERED that the Municipal Budget for Fiscal Year 2020-2021 is revised as follows:

WHEREAS, the Fiscal Year 2020-2021 Municipal Budget needs to be revised for the necessary changes noted below.

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

<u>Fund Account</u>	<u>Debit</u>	<u>Credit</u>
001-5899	2,081,368	
001-49300-6755	2,081,368	
005-5911		2,081,368
005-5899		2,081,368
Parks & Rec appropriation was reduced due to COVID-19 affecting their Activities. Unfortunately, Parks & Rec did not have a saving, which required the department's appropriation to be increased.		
007-4913	389	
007-50500-6742		389
Fund 7 accumulated interest that was not budgeted		
083-4913	160	
083-61510-6736		160
Fund 83 accumulated interest that was not budgeted		
119-4913	110	
119-61530-6736		110
Fund 119 accumulated interest that was not budgeted		
141-4913	2,246	
141-59100-6736		2,246
Fund 141 accumulated interest that was not budgeted.		
124-4913	340	
124-56010-6736		340
Fund 124 accumulated interest that was not budgeted		

Agenda Item No. # 42
Agenda Date August 31, 2021
(HORTON, LUMUMBA)

0247-4913	5	
247-51150-6736		5
Fund 247 accumulated interest that was not budgeted		
256-4111	128,008	
256-4112	8,390	
256-51189-6736		136,398
Fund 256 accumulated revenue that was not budgeted		
257-4913	27.00	
257-51190-6736		27.00
Fund 257 accumulated interest that was not budgeted.		
0315-4913	11,959	
315-51192-6614		11,959
Fund 315 accumulated interest that was not budgeted		
0381-4594	8,775	
381-42611-6240		8,775
Fund 381 accumulated interest that was not budgeted		
0385-4763	4,010	
385-50413-6736		4,010
Fund 385 accumulated interest that was not budgeted.		
399-4113	7,474	
399-4114	2,974	
399-4227	379	
399-4517	25,866	
399-4518	485	
399-5400-6461		37,178
Fund 399 accumulated revenue that was not budgeted.		
001-44310-6451	2,615	
001-44310-6453	620	
001-44310-6454	10,900	
001-44310-6111		14,135
Final Closeout: Budget Revision for Department of Administration		

004-90400-6454 1,400
004-90400-6455 5,500
004-90400-6231 6,900
Final Closeout: Budget Revision for Department of Administration

004-90400-6454 43,000
004-90400-6868 43,000
Final Closeout: Budget Revision for Department of Administration

305-40810-6824 156,086
305-40810-6812 93,000
305-40810-6846 45,500
305-40810-6473 7,509
305-40810-6449 10,077
Final Closeout: Budget Revision for Department of Human & Culture

001-41910-6451 10,000
001-40810-6111 10,000
Final Closeout: Budget Revision for Department of Human & Culture

076-43311-6455 203
076-43311-6242 203
Final Closeout: Budget Revision for Department of Human & Culture

001-45300-6622 42,723
001-45300-6612 4,464
001-45124-6113 47,187
Final Closeout: Entergy Improvement Loan that was not budgeted for and has to be paid in September 2021.

001-45124-6453 2,490
001-45124-6215 2,490
Final Closeout: Budget Revision for Department of Public Works

001-44820-6873 3,000
001-44850-6240 600
001-44820-6316 2,400
Final Closeout: Budget Revision for Department of Public Works

005-50125-6215	600	
005-50430-6316	500	
005- 50110-6449		1,100

Final Closeout: Budget Revision for Department of Parks and Recreation

005-50430-6451	5,237	
005- 50160-6112		5,237

Final Closeout: Budget Revision for Department of Parks and Recreation

001-40310-6215	2,000	
001-40320-6421	500	
001-42630-6421	100	
001-45400-6451	12,400	
005- 50110-6449		15,000

Final Closeout: Budget Revision for Department of Planning & Development

001-44240-6492	3,500	
001-44240-6855	163,500	
001-44240-6111		167,000

Final Closeout: Budget Revision for Department of Jackson Police Department. Paying Back DOJ Grants.

001-44225-6464	1,900	
001-44240-6111		1,900

Final Closeout: Budget Revision for Jackson Police Department

031-52130-6451	12,625	
031-52140-6216		1,000
031-52140-6218		200
031-52140-6315		675
031-52140-6328		1,000
031-52140-6333		1,500
031-52140-6335		750
031-52140-6337		5,000
031-52140-6338		2,000
031-52150-6212		500

Final Closeout: Budget Revision for Department of Public Works

031-52130-6451	6,200	
031-52135-6216		200
031-52135-6312		1,000
031-52135-6868		5,000

Final Closeout: Budget Revision for Department of Public Works

009-50610-6612	1,200	
009-50610-6916		1,200

Final Closeout: Budget Revision for Department of Public Works.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

August 17, 2021
DATE

POINTS		
1.	Brief Description/Purpose	Order Revising the Municipal Budget for Fiscal Year 2020-2021
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	N/A
3.	Who will be affected	N/A
4.	Benefits	N/A
5.	Schedule (beginning date)	Upon Approval of Council
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	ALL WARDS CITY WIDE
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Administration Department of Finance
8.	COST	N/A
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	N/A
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____


Department of Administration



Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

TO: Virgi Lindsey
City Council President

FROM: LaaWanda J. Horton LJH 
Director of Administration

DATE: August 17, 2021

RE: ORDER TO REVISE THE BUDGET

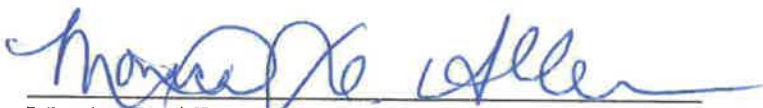
The Department of Administration is revising the budget to comply with state statute 21-35-25 Revision of Municipal Budget. Due to this being an election year, the City of Jackson cannot revise the municipal budget after August 31st. The Department of Administration is making budget adjustments across categories for EOY (End of Year) Closeout.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

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



Monica D. Allen, *City Attorney*

Kristen Love, *Deputy City Attorney* KA

8/25/2020
DATE

Handwritten notes and stamps in blue ink, including a date stamp that reads "8/25/2020".