



**REGULAR MEETING OF THE CITY COUNCIL  
CITY OF JACKSON, MISSISSIPPI  
March 1, 2022  
AGENDA  
10:00 AM**

**CALL TO ORDER BY THE PRESIDENT**

1. **PASTOR SIMEON GREEN III OF JOYNES ROAD CHURCH OF GOD**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING**

2. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING A PORTION OF REVEREND DR. MARTIN L. KING, JR. DRIVE FROM MAPLE STREET TO WATSON STREET IN HONOR OF MR. ROBERT "ROB JAY" JEUTT. (STOKES)**
3. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING AMITE STREET FROM GALLATIN STREET TO ROBINSON ROAD TO DR. JOHN M. PERKINS DRIVE. (STOKES)**

**INTRODUCTIONS**

**PUBLIC COMMENTS**

**CONSENT AGENDA**

4. **NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."**
5. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, 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 #2020-1230 - 2902 FAIRHILL DRIVE - \$4,800.00. (WARD 6)**

**(HILLMAN,LUMUMBA)**

6. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND TRIARC MANAGEMENT SERVICES 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 #2020-1130-2740 HILLSIDE DR.-\$5,000.00. (WARD 5) (HILLMAN, LUMUMBA)**

## **INTRODUCTION OF ORDINANCES**

### **ADOPTION OF ORDINANCE**

7. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING A PORTION OF REVEREND DR. MARTIN L. KING, JR. DRIVE FROM MAPLE STREET TO WATSON STREET IN HONOR OF MR. ROBERT "ROB JAY" JEUITT. (STOKES)**
8. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING AMITE STREET FROM GALLATIN STREET TO ROBINSON ROAD TO DR. JOHN M. PERKINS DRIVE. (STOKES)**
9. **ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATIONS CONTROLLER AND ASSISTANT CONTROLLER FOR THE DIVISION OF FINANCE IN THE DEPARTMENT OF ADMINISTRATION. (MARTIN, LUMUMBA)**
10. **ORDINANCE AMENDING SECTION 2-336 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI TO ESTABLISH THE INFORMATION TECHNOLOGY DEPARTMENT. (MARTIN, LUMUMBA)**
11. **ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATION NEIGHBORHOOD SERVICES MANAGER FOR THE DEPARTMENT OF PLANNING AND DEVELOPMENT. (MARTIN, LUMUMBA)**

### **REGULAR AGENDA**

12. **CLAIMS (MALEMBEKA, LUMUMBA)**
13. **PAYROLL (MALEMBEKA, LUMUMBA)**
14. **ORDER CONFIRMING THE MAYOR'S NOMINATION OF FIDELIS MALEMBEKA TO THE 1% SALES TAX COMMISSION. (LUMUMBA)**
15. **ORDER CONFIRMING THE NOMINATION OF CHOKWE A. LUMUMBA TO THE 1% SALES TAX COMMISSION. (LUMUMBA)**
16. **ORDER CONFIRMING THE NOMINATION OF LOUIS WRIGHT TO THE 1% SALES TAX COMMISSION. (LUMUMBA)**
17. **RESOLUTION OF SUPPORT FOR PASSENGER RAIL SERVICE FOR CENTRAL MISSISSIPPI. (LUMUMBA)**
18. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LACEY LOFTIN CONSULTING, LLC, AS DATA SCIENTIST FOR**

- THE CITY OF JACKSON. (WRIGHT, LUMUMBA)**
19. **ORDER RETROACTIVELY CREATING THE FONDREN BUSINESS IMPROVEMENT DISTRICT. (A. HARRIS, LUMUMBA)**
  20. **ORDER AUTHORIZING THE INCREASE IN HOURLY PAY FOR PARTICIPANTS OF THE MAYOR'S SUMMER YOUTH EMPLOYMENT PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED THERETO. (KIDD, LUMUMBA)**
  21. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON AND THE JACKSON HEART FOUNDATION RELATED TO THE MUSEUM TRAIL (WARD 7) (KING, LUMUMBA)**
  22. **ORDER REVISING THE FISCAL YEAR 2021-2022 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS/BRIDGES AND DRAINAGE SECTION. (KING, LUMUMBA)**
  23. **ORDER ACCEPTING THE BID OF EVANS TREE & PROPERTY MAINTENANCE LLC FOR THE REMOVAL OF A LARGE OAK TREE LOCATED AT 802 NORTH STATE STREET. (WARD 7) (KING, LUMUMBA)**
  24. **ORDER RATIFYING AN EMERGENCY SOLID WASTE COLLECTION AND HAULING AGREEMENT WITH RICHARD'S DISPOSAL, INC. FOR A TERM OF ONE (1) YEAR. (KING, LUMUMBA)**
  25. **ORDER AUTHORIZING THE COMPROMISE AND SETTLEMENT OF A CLAIM FOR WORKERS COMPENSATION BENEFITS IN MWCC # 1602131-P-9835-E 21. (C.MARTIN, LUMUMBA)**
  26. **ORDER TERMINATING AS DEPUTY CLERK OF COUNCIL. (S.JORDAN)**
  27. **ORDER APPOINTING ARTEZ SMITH AS DEPUTY COUNCIL CLERK ON A PART-TIME BASIS. (JACKSON CITY COUNCIL)**
  28. **RESOLUTION OF THE JACKSON CITY COUNCIL IN SUPPORT OF DIVERSITY, TRUTH IN TEACHING AND THE FREE EXCHANGE OF IDEAS IN PUBLIC INSTITUTIONS OF HIGHER LEARNING, COMMUNITY/JUNIOR COLLEGES, AND THE K-12 LEVEL. (BANKS, HARTLEY)**
  29. **RESOLUTION OF THE GOVERNING AUTHORITIES OF THE CITY OF JACKSON, MISSISSIPPI SUPPORTING THE INTERNATIONAL MUSEUM OF MUSLIM CULTURES (IMMC'S) "CITY OF JACKSON BELOVED COMMUNITY- AN INTEGRATED TRANSFORMATION PILOT PROJECT". (BANKS)**

#### **DISCUSSION**

30. **DISCUSSION: SUPERVISOR DAVID ARCHIE (STOKES)**
31. **DISCUSSION: SELF-INSURED (STOKES)**
32. **DISCUSSION: PENDING LITIGATION (C. MARTIN)**

#### **PRESENTATION**

#### **PROCLAMATION**

**RESOLUTIONS**

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

**ANNOUNCEMENTS**

**ADJOURNMENT**

**AGENDA ITEMS IN COMMITTEE**

ORDINANCE OF THE CIT COUNCIL OF JACKSON, MISSISSIPPI  
HONORARY RENAMING A PORTION OF REVEREND DR. MARTIN L.  
KING, JR. DRIVE FROM MAPLE STREET TO WATSON STREET IN  
HONOR OF  
MR. ROBERT "ROB JAY" JEUITT

WHEREAS, Mr. Robert "Rob Jay" Jeutt, a pillar of the community, a family man, a well-known television and radio personality, and a highly respected civic leader in Jackson, Mississippi; and

WHEREAS, Mr. Robert "Rob Jay" Jeutt will be receiving a momentous honor by being inducted into the Southwestern Athletic Conference (SWAC) Hall of Fame on Friday, December 17, 2021, in Atlanta, Georgia; and

WHEREAS, Mr. Robert "Rob Jay" Jeutt is an inspiration to young and old alike in the manner of his delivery of entertainment, news, and sports to a community of fans that rely on his valued opinion about many important issues of the day; and

WHEREAS, Mr. Robert "Rob Jay" Jeutt is a graduate of Lanier High School, the historic institution located on Maple Street and Rev. Dr. Martin Luther King, Jr. Drive. Rob Jay is also a graduate of Jackson State University. He is known as the "Voice of Jackson State University" in his current position as a member of the family of employees of Jackson State University.

NOW, THEREFORE, BE IT ORDAINED, that the Jackson City Council hereby honorary renames a portion of Rev. Dr. Martin Luther King, Jr. Drive from Maple Street to Watson Street in honor of Mr. Robert "Rob Jay" Jeutt.

SO ORDAINED, this the \_\_\_\_\_

Public Hearing  
Agenda Item No. 2  
Agenda Date March 1, 2022  
(Stokes)



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

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

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

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

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

**SO ORDAINED**, this the \_\_\_\_\_

Public Hearing  
Agenda No. 3  
Agenda Date March 1, 2022  
(Stokes)





**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, 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 #2020-1230 – 2902 FAIRHILL DRIVE – \$4,800.00 – WARD 6**

**WHEREAS**, on August 18, 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 July 14, 2020 for Case 2020-1230 located in Ward 6 of the City of Jackson; and

**WHEREAS**, on November 15, 2021, the Department of Planning and Development, Community Improvement Division, issued a quote packet for various demolition projects; and

**WHEREAS**, on November 30, 2021, contractors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare submitted quotes in response to the November 15, 2021 request; and

**WHEREAS**, XQUISITE LAWCARE, LLC through its representative, [Manager], submitted the lowest and best quote of \$4,800.00 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 2902 FAIRHILL DRIVE; and

**WHEREAS**, XQUISITE LAWCARE, LLC has a principal office address of 1737 Brecon Drive, Jackson Mississippi 39211.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with XQUISITE LAWCARE, LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 2902 FAIRHILL DRIVE deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$4,800.00 shall be paid to XQUISITE LAWCARE, LLC for the services provided from funds budgeted for the Division.

Consent Agenda  
Agenda No. 5  
Agenda Date March 1, 2022  
(Hillman, Lumumba)

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

**12/8/2021**  
**DATE**

<b>POINTS</b>	<b>COMMENTS</b>																																													
<b>1. Brief Description/Purpose</b>	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
<b>2. Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
<b>3. Who will be affected</b>	All City of Jackson residents																																													
<b>4. Benefits</b>	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.																																													
<b>5. Schedule (beginning date)</b>	To be determined pending execution of contracts.																																													
<b>6. Location:</b> ■ WARD  ■ CITYWIDE (yes or no) (area)  ■ Project limits if applicable	WARD 6																																													
<b>7. Action implemented by:</b> ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION																																													
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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 of Planning and Development  
Community Improvement Division

DATE: December 8, 2021

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **XQUISITE LAWNCARE, 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 request that you authorize the execution of contracts from project select and awarded to the said contractor for case 2020-1230.

Thank you for your consideration.

Office of the City Attorney

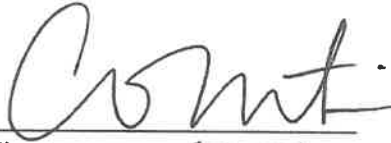
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, 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 # 2020-1230 - 2902 FAIRHILL DRIVE - \$4,800.00 - WARD 6 is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, City Attorney

Chandra C. Gayten, Deputy City Attorney



DATE:

12/28/21

OFFICE OF THE  
CITY ATTORNEY

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND TRIARC MANAGEMENT SERVICES, 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 #2020-1130 – 2740 HILLSIDE DRIVE – \$5,000.00 – WARD 5**

**WHEREAS**, on August 18, 2010, 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 June 30, 2020 for Case 2020-1130 located in Ward 5 of the City of Jackson; and

**WHEREAS**, on November 15, 2021, the Department of Planning and Development, Community Improvement Division, issued a quote packet for various demolition projects; and

**WHEREAS**, on November 30, 2021, contractors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare submitted quotes in response to the November 15, 2021 request; and

**WHEREAS**, TRIARC MANAGEMENT SERVICES, LLC through its representative, Stacey Monzell Stowers, submitted the lowest and best quote of \$5,000.00 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 2740 HILLSIDE DRIVE; and

**WHEREAS**, TRIARC MANAGEMENT SERVICES, LLC has a principal office address of 644 E Rhinewalt Road, Lena Mississippi 39094.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with TRIARC MANAGEMENT SERVICES, LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 2740 HILLSIDE DRIVE 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 TRIARC MANAGEMENT SERVICES, LLC for the services provided from funds budgeted for the Division.

Consent Agenda  
Agenda No. 6  
Agenda Date March 1, 2022  
(Hillman, Lumumba)

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

12/8/2021  
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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 of Planning and Development  
Community Improvement Division

DATE: December 8, 2021

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **TriArc MANAGEMENT SERVICES 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 request that you authorize the execution of contracts from project select and awarded to the said contractor for case 2020-1130.

Thank you for your consideration.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND TRIARC MANAGEMENT SERVICES, 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 # 2020-1130 - 2740 HILLSIDE DRIVE - \$5,000.00 - WARD 5 is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, *City Attorney*

Chandra C. Gayten, *Deputy City Attorney*



DATE:

12/28/21



**ORDINANCE OF THE CIT COUNCIL OF JACKSON, MISSISSIPPI  
HONORARY RENAMING A PORTION OF REVEREND DR. MARTIN L.  
KING, JR. DRIVE FROM MAPLE STREET TO WATSON STREET IN  
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MR. ROBERT “ROB JAY” JEUITT**

WHEREAS, Mr. Robert “Rob Jay” Jeuitt, a pillar of the community, a family man, a well-known television and radio personality, and a highly respected civic leader in Jackson, Mississippi; and

WHEREAS, Mr. Robert “Rob Jay” Jeuitt will be receiving a momentous honor by being inducted into the Southwestern Athletic Conference (SWAC) Hall of Fame on Friday, December 17, 2021, in Atlanta, Georgia; and

WHEREAS, Mr. Robert “Rob Jay” Jeuitt is an inspiration to young and old alike in the manner of his delivery of entertainment, news, and sports to a community of fans that rely on his valued opinion about many important issues of the day; and

WHEREAS, Mr. Robert “Rob Jay” Jeuitt is a graduate of Lanier High School, the historic institution located on Maple Street and Rev. Dr. Martin Luther King, Jr. Drive. Rob Jay is also a graduate of Jackson State University. He is known as the “Voice of Jackson State University” in his current position as a member of the family of employees of Jackson State University.

NOW, THEREFORE, BE IT ORDAINED, that the Jackson City Council hereby honorary renames a portion of Rev. Dr. Martin Luther King, Jr. Drive from Maple Street to Watson Street in honor of Mr. Robert “Rob Jay” Jeuitt.

SO ORDAINED, this the \_\_\_\_\_

Adoption of Ordinance  
Agenda Item No. 7  
Agenda Date March 1, 2022  
(Stokes)



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

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

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

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

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

**SO ORDAINED**, this the \_\_\_\_\_

Adoption of Ordinance  
Agenda Item No. 8  
Agenda Date March 1, 2022  
(Stokes)



**ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATIONS CONTROLLER AND ASSISTANT CONTROLLER FOR THE DIVISION OF FINANCE IN THE DEPARTMENT OF ADMINISTRATION**

OFFICE OF THE CITY ATTORNEY  
A. B. ...  
M. ...

**WHEREAS**, the Department of Administration requested that the Department of Human Resources conduct a job analysis to create the classification, salary and job description of a Controller and Assistant Controller that is tailored to the Division of Finance in the Department of Administration; and

**WHEREAS**, the creation of these classifications is necessary to managing the financial resources of the City, conducting financial studies, and managing a complex accounting system; and

**WHEREAS**, the tasks performed by the Controller and Assistant Controller are to plan and direct the activities of the Finance Division, to include Accounting, Accounts Payable, and Payroll; and

**WHEREAS**, inquiries, for the classifications of Controller and Assistant Controller that are specific to the Finance Division, were submitted to the following Southeastern cities; Mobile, Alabama and Little Rock, Arkansas; and

**WHEREAS**, the response from the Cities surveyed concerning the median salary paid for the position equivalent of the Controller was within the range of \$71,889.33-\$101,240.12; Assistant Controller was within the range of \$57,565.34-\$75,147.44; and

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

**WHEREAS**, it is recommended that the job classifications: Controller be added as a pay range 33 with annual compensation being between \$56,655.12-\$68,560.08; Assistant Controller be added as a pay range 31 with annual compensation being between \$51,588.24-\$62,385.12; and

**WHEREAS**, the Department of Administration has informed the Department of Human Resources that addition of the classifications will not require a budget revision because there is sufficient monies in the existing budget to cover salaries and fringes for the classifications;

**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 Controller with a pay range of 33 (\$56, 655.12-\$68, 560.08) and Assistant Controller with a pay range of 31 (\$51,588.24-\$62,385.12) to be effective immediately.

Agenda Item No. 9  
Agenda Date March 1, 2022  
(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  
*[Handwritten signature]*

## OFFICE OF THE CITY ATTORNEY

This **ORDINANCE AMENDING CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATIONS CONTROLLER AND ASSISTANT CONTROLLER** has been reviewed by me and is legally sufficient for adoption by the governing authorities:

*[Handwritten signature]*  
Catori Martin, City Attorney

*[Handwritten signature]*  
Carrie Johnson, Deputy City Attorney

2/9/22  
Date

2/7/2022  
Date

## MEMORANDUM

**TO:** Mayor Chokwe A. Lumumba

**FROM:** Toya Martin, Director  
Department of Human Resources

**DATE:** January 21, 2022

**RE:** **ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATIONS CONTROLLER AND ASSISTANT CONTROLLER FOR THE DIVISION OF FINANCE IN THE DEPARTMENT OF ADMINISTRATION**

CITIES SURVEYED								
Current Salary Range	Controller		Assistant Controller		Minimum	Maximum	Minimum	Maximum
	Minimum	Maximum	Minimum	Maximum				
Mobile, Alabama	\$ 61,452.65	\$ 86,478.23	\$ 56,258.23	\$ 71,546.58	NA	NA	NA	NA
Little Rock, Arkansas	\$ 75,326.00	\$ 116,002.00	\$ 58,872.45	\$ 78,748.29	NA	NA	NA	NA
	N/A	N/A	N/A	N/A	NA	NA	NA	NA
<b>CITY OF JACKSON</b>	NA	NA						
<b>MEDIAN</b>	\$ 71,889.33	\$ 101,240.12	\$ 57,565.34	\$ 75,147.44				
<b>± 1/2% Above Median</b>	\$ 76,562.13	\$ 107,828.72	\$ 61,307.89	\$ 80,032.02				
<b>Nearest Pay Range</b>	R33		R31					
<b>Step 1 of Nearest Pay Range</b>	\$56,655.12-\$68,560.08		\$51,588.24-\$62,385.12					

Laawanda Horton Director of Administration, requested that the Department of Human Resources conduct a *job analysis* for the creation of classifications of Controller and Assistant Controller

**Purpose:** This job analysis was conducted to review the organization, salary and duties of the Controller and Assistant Controller and make recommendations necessary for an efficient and effective operation.

**Scope:** The Southeastern Cities surveyed were: Little Rock, Arkansas and Mobile Alabama.

In an effort for the City to recruit the experience needed and compete with other jurisdictions, we are requesting 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 Controller with a pay range of 33 (\$56, 655.12-\$68, 560.08) and Assistant Controller with a pay range of 31 (\$51,588.24-\$62,385.12) to be effective immediately.

If you have any questions or concerns, please feel free to contact me at 601-960-1327.

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

February 15, 2022

**DATE**

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



**ORDINANCE AMENDING SECTION 2-336 OF THE CODE OF ORDINANCES  
OF THE CITY OF JACKSON, MISSISSIPPI TO ESTABLISH THE  
INFORMATION TECHNOLOGY DEPARTMENT**

**WHEREAS**, the governing authorities of the City of Jackson, Mississippi, previously adopted an ordinance that established various departments within the City of Jackson and defined the functions of such departments; and

**WHEREAS**, it has been determined that the functions of various City departments and divisions that relate to information systems and telecommunications should be consolidated under a new department.

**WHEREAS**, the governing authorities find that Section 2-336 of the Jackson Code of Ordinances should be amended as follows to create a department of Information Technology (added language denoted in underlined italics):

**Sec. 2-336. Creation; functions.**

There are hereby created the following departments which shall have the following principal functions:

- (1) *Administration*. The department of administration shall perform the functions of finance and management ~~information systems~~, fleet management, ~~office of publications~~, purchasing, ~~communications center~~, ~~telecommunications~~ and municipal court services.
- (2) *Fire*. The fire department shall perform the functions of fire prevention, suppression and education.
- (3) *Police*. The police department shall perform the functions of crime prevention and suppression, animal control, youth court, and community improvement.
- (4) *Public works*. The public works department shall perform the functions of water and sewer engineering and maintenance; streets, bridges and drainage engineering and maintenance; traffic engineering and maintenance; water/sewer business administration, right-of-way maintenance; cemetery maintenance; building maintenance; wastewater treatment plant contract administration and maintenance of wastewater collector system, solid waste collection contract administration; management of water treatment and distribution facilities; administration of the pest control contract; central supply, and custodial services.
- (5) *Human and cultural services*. The human and cultural services department shall perform the functions of senior services, early childhood education, museums, art galleries, arts centers, auditoriums and planetariums.
- (6) *Personnel management*. The personnel management department shall perform all personnel management functions including the administration of benefits.
- (7) *Planning and development*. The planning and development department shall perform the functions of planning and zoning, developmental assistance including, but not

Agenda Item No. 10  
Agenda Date March 1, 2022  
(Martin, Lumumba)

limited to, housing, economic development and grants, federal programs, public transportation/JATRAM, building and permits, and community improvement.

- (8) *Parks and recreation.* The parks and recreation department shall perform a variety of recreational services including maintenance, programming, athletics, special events and the administration of contract facilities.
- (9) *Constituent services and information.* The constituent services and information department shall be responsible for the quality and content of information regarding city government. This department will serve as an information conduit for the city council, department heads, employees, and citizens. This department will also conduct site visits with businesses and citizens to identify problems and find solutions before they become unmanageable. The divisions of Action Line, Public Education and Government (PEG) Television, publications, public relations and quality of life, and related duties shall be under this department.
- (10) *Municipal clerk.* The department of municipal clerk shall perform the functions of and duties of the municipal clerk as inherent by law, and those duties referenced in the Mississippi Code Annotated (1972), as amended as belonging to the "clerk", "municipal clerk", or "city clerk". The municipal clerk shall attend all council meetings and, subsequent to the meeting, shall receive the compiled minutes from the clerk of council for recordation. The municipal clerk shall keep the official minutes of the proceedings of the council, shall have custody of records of the municipality and be responsible for record retention, and shall be responsible for publication of all matters which require publication by law. In the absence of the municipal clerk, the duties of the municipal clerk shall be performed by that person serving as the chief deputy clerk of municipality. The municipal clerk shall plan and assign work and exercise general supervision of the deputy municipal clerks, and clerical employees that are assigned to the municipal clerk.
- (11) *Information Technology.* The department of Information Technology shall perform all of the functions of information technology, information systems, office of publications and telecommunications.

In addition to departmental functions specified in this section, such departments shall have such additional responsibilities as the mayor or council may from time to time deem necessary.

**WHEREAS**, the creation of the Department of Information Systems will require a budget revision; and

**WHEREAS**, funds must be transferred from the Department of Administration to the newly created Department of Information Systems; and

**THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THAT:**

**SECTION 1.** Section 2-336 of the Code of Ordinances of the City of Jackson, Mississippi, shall be amended to read as follows:

There are hereby created the following departments which shall have the following principal functions:

- (1) *Administration.* The department of administration shall perform the functions of finance and management, fleet management, purchasing and municipal court services.
- (2) *Fire.* The fire department shall perform the functions of fire prevention, suppression and education.
- (3) *Police.* The police department shall perform the functions of crime prevention and suppression, animal control, youth court, and community improvement.
- (4) *Public works.* The public works department shall perform the functions of water and sewer engineering and maintenance; streets, bridges and drainage engineering and maintenance; traffic engineering and maintenance; water/sewer business administration, right-of-way maintenance; cemetery maintenance; building maintenance; wastewater treatment plant contract administration and maintenance of wastewater collector system, solid waste collection contract administration; management of water treatment and distribution facilities; administration of the pest control contract; central supply, and custodial services.
- (5) *Human and cultural services.* The human and cultural services department shall perform the functions of senior services, early childhood education, museums, art galleries, arts centers, auditoriums and planetariums.
- (6) *Human Resources.* The human resources department shall perform all human resources functions including the administration of benefits.
- (7) *Planning and development.* The planning and development department shall perform the functions of planning and zoning, developmental assistance including, but not limited to, housing, economic development and grants, federal programs, public transportation/JATRAM, building and permits, and community improvement.
- (8) *Parks and recreation.* The parks and recreation department shall perform a variety of recreational services including maintenance, programming, athletics, special events and the administration of contract facilities.
- (9) *Constituent services and information.* The constituent services and information department shall be responsible for the quality and content of information regarding city government. This department will serve as an information conduit for the city council, department heads, employees, and citizens. This department will also conduct site visits with businesses and citizens to identify problems and find solutions before they become unmanageable. The divisions of Action Line, Public Education and Government (PEG) Television, publications, public relations and quality of life, and related duties shall be under this department.
- (10) *Municipal clerk.* The department of municipal clerk shall perform the functions of and duties of the municipal clerk as inherent by law, and those duties referenced in the Mississippi Code Annotated (1972), as amended as belonging to the "clerk", "municipal clerk", or "city clerk". The municipal clerk shall attend all council meetings and, subsequent to the meeting, shall receive the compiled minutes from the clerk of council for recordation. The municipal clerk shall keep the official minutes of the

proceedings of the council, shall have custody of records of the municipality and be responsible for record retention, and shall be responsible for publication of all matters which require publication by law. In the absence of the municipal clerk, the duties of the municipal clerk shall be performed by that person serving as the chief deputy clerk of municipality. The municipal clerk shall plan and assign work and exercise general supervision of the deputy municipal clerks, and clerical employees that are assigned to the municipal clerk.

(11) *Information Technology.* The department of Information Technology shall perform all of the functions of information technology, information systems, office of publications and telecommunications.

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

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

February 15, 2022

DATE

POINTS		COMMENTS					
1.	<b>Brief Description/Purpose</b>	ORDINANCE AMENDING SECTION 2-336 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI TO ESTABLISH THE INFORMATION TECHNOLOGY DEPARTMENT					
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Change in City Government					
3.	<b>Who will be affected</b>	Department of Information Systems					
4.	<b>Benefits</b>						
5.	<b>Schedule (beginning date)</b>	Upon approval by the council					
6.	<b>Location:</b> § WARD  § CITYWIDE (yes or no) (area)  § Project limits if applicable	Citywide					
<input type="checkbox"/>	<b>Action implemented by:</b>	Department of Human Resources					
<input type="checkbox"/>	§ City Department						
7. <input type="checkbox"/>	§ Consultant						
8.	<b>COST</b>	None					
<input type="checkbox"/>	<b>Source of Funding</b>	Not applicable					
<input type="checkbox"/>	§ General Fund						
<input type="checkbox"/>	§ Grant						
<input type="checkbox"/>	§ Bond						
9. <input type="checkbox"/>	§ Other						
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes ___	no ___	N/A ___
		AABE	_____ %	WAIVER	yes ___	no ___	N/A ___
		WBE	_____ %	WAIVER	yes ___	no ___	N/A ___
		HBE	_____ %	WAIVER	yes ___	no ___	N/A ___
		NABE	_____ %	WAIVER	yes ___	no ___	N/A ___

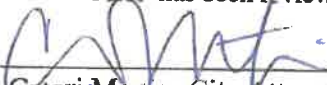
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
*Carrie Johnson*

## OFFICE OF THE CITY ATTORNEY

This **ORDINANCE AMENDING CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATION NEIGHBORHOOD SERVICES MANAGER** has been reviewed by me and is legally sufficient for adoption by the governing authorities.

  
\_\_\_\_\_  
Cateri Martin, City Attorney

  
\_\_\_\_\_  
Carrie Johnson, Deputy City Attorney

2/9/22  
Date

2/7/2022  
Date

**ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATION NEIGHBORHOOD SERVICES MANAGER FOR THE DEPARTMENT OF PLANNING AND DEVELOPMENT**

OFFICIAL  
*Martin Lumumba*  
LUMUMBA

**WHEREAS**, the City of Jackson does not currently employ an individual whose primary function is dedicated to coordinating and facilitating the exchange of information among citizens, neighborhood associations, and the City; and

**WHEREAS**, the Director of the Department of Planning and Development advised the Department of Human Resources that there is a need to employ an individual for the purpose previously stated and create the classification; and

**WHEREAS**, the Director of the Department of Planning and Development believes that employing an individual dedicated to working with neighborhood organizations in the exchange of information and resources will improve the quality of life for the citizens of Jackson and promote development and redevelopment of neighborhoods in decline; and

**WHEREAS**, the Department of Human Resources conducted a study of municipalities in the Southeast and received information concerning personnel who performed similar function and developed a job description; and

**WHEREAS**, information was obtained from Montgomery, Alabama and Little Rock, Arkansas; and

**WHEREAS**, the tasks performed by the Neighborhood Services Manager classification for the City of Jackson will be as follows: (1) Foster collaborative relationships with community residents and neighborhood organizations; (2) Facilitates neighborhood and community-based problem-solving; (3) Meet with community leaders, neighborhood organizations, and citizens on neighborhood related issues; (4) Plan, develop, and organize neighborhood associations in community self-help activities; (5) Develop best practice materials for neighborhood organization self-help activities; (6) Create and maintain ongoing engagement platform with neighborhood organizations and citizens; (7) Participate in the development and implementation of the City of Jackson's Comprehensive Plan; (8) Conduct community information meetings, seminars, and in-house training on department programs and issues; (9) Participate in the development of policies and programs to address neighborhood needs and coordinate programs and services to improve communication, outreach, and support to neighborhoods; (10) Participate in the development and implementation of programs utilizing federal, state, and local funds.

**WHEREAS**, the Department of Human Resources also obtained information concerning the salary paid to individuals performing equivalent functions in Montgomery Alabama and Little Rock, Arkansas; and

**WHEREAS**, the information obtained revealed that the median salary paid for the position equivalent of the Neighborhood Services Manager was within the range of \$44,273.50-\$67,035.00; and

Agenda Item No. 11  
Agenda Date March 1, 2022  
(Martin, Lumumba)

**WHEREAS**, the best interest of the City of Jackson would be served by adding the following position to the current pay plan: Neighborhood Services Manager classification 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: Neighborhood Services Manager be added at range 31 with annual compensation being between \$51,588.24-62,385.12; and

**WHEREAS**, the Department of Planning and Development has informed the Department of Human Resources that addition of the position of Neighborhood Services Manager would not require a budget revision because there are sufficient funds in its existing budget to pay salary and benefits; and

**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 Neighborhood Services Manager with a pay range of 31 (\$51,588.24-62,385.12) to be effective immediately.

OFFICE OF THE CLERK  
JACKSON, MISSISSIPPI  
Plus



## MEMORANDUM

**TO:** Mayor Chokwe A. Lumumba

**FROM:** Toya Martin, Director  
Department of Human Resources

**DATE:** January 21, 2022

**RE: ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATION NEIGHBORHOOD SERVICES MANAGER FOR THE DEPARTMENT OF PLANNING AND DEVELOPMENT**

CITIES SURVEYED								
Current Salary Range	Neighborhood Services Manager							
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Montgomery, Alabama	\$ 49,984.00	\$ 74,683.00	NA	NA	NA	NA	NA	NA
Little Rock, Arkansas	\$ 38,563.00	\$ 59,387.00	N/A	N/A	NA	NA	NA	NA
	N/A	N/A					NA	NA
							NA	NA
							NA	NA
<b>CITY OF JACKSON</b>	NA	NA						
<b>MEDIAN</b>	\$ 44,273.50	\$ 67,035.00						
<b>6 1/2% Above Median</b>	\$ 47,151.28	\$ 71,392.28						
<b>Nearest Pay Range</b>	R31							
<b>Step 1 of Nearest Pay Range</b>	\$51,588.24-\$62,385.12							

Jordan Hillman, Director of Planning and Development, requested that the Department of Human Resources conduct a *salary* survey for the classification of Neighborhood Services Manager.

**Purpose:** This survey was conducted to review the organization, salary and duties of the Neighborhood Services Manager and make recommendations necessary for an efficient and effective operation.

**Scope:** The Southeastern Cities surveyed were: Little Rock, Arkansas and Montgomery, Alabama.

In an effort for the City to recruit the experience needed and compete with other jurisdictions, we are requesting 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 Neighborhood Services Manager with a range 31 (\$51,588.24-\$62,385.12) to be effective immediately.

If you have any questions or concerns, please feel free to contact me at 601-960-1327.

/tm

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

February 15, 2022

DATE

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



**ORDER CONFIRMING THE MAYOR'S NOMINATION OF FIDELIS MALEMBEKA TO THE 1% SALES TAX COMMISSION.**

**WHEREAS**, the Mayor has nominated Fidelis Malembeka as a member of the City of Jackson, Mississippi 1% Sales Tax Commission to be effective immediately upon passage of this Order; and

**WHEREAS**, Fidelis Malembeka, after evaluation of his qualifications, has been nominated to fill a vacancy for the unexpired term for one of the City of Jackson's appointments to said commission; and

**WHEREAS**, this nomination is made pursuant to Section 27-65-241(7)(ii), Mississippi Code of 1972, as amended, and is now before the City Council for confirmation; and

**IT IS THEREFORE ORDERED** that the Mayor's appointment of Fidelis Malembeka to the 1% Sales Tax Commission be confirmed with said term to expire August 18, 2022.

Agenda No.14  
Agenda Date: March 1, 2022  
(Lumumba)

Office of the City Attorney

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Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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This **ORDER CONFIRMING THE NOMINATION OF FIDELIS MALEMBEKA TO THE 1% SALES TAX COMMMISION** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, City Attorney

2/23/22  
\_\_\_\_\_  
DATE

**ORDER CONFIRMING THE NOMINATION OF CHOKWE A. LUMUMBA TO THE 1% SALES TAX COMMISSION.**

**WHEREAS**, the Honorable Chokwe A. Lumumba has been nominated to be reappointed as a member of the City of Jackson, Mississippi 1% Sales Tax Commission to be effective immediately upon passage of this Order; and

**WHEREAS**, the Honorable Chokwe A. Lumumba, after evaluation of his qualifications, has been nominated for reappointment in one of the City of Jackson's appointments to said commission; and

**WHEREAS**, this reappointment is made pursuant to Section 27-65-241(7)(ii), Mississippi Code of 1972, as amended, and is now before the City Council for confirmation.

**IT IS, THEREFORE, ORDERED** that the nomination of Honorable Chokwe A. Lumumba to the 1% Sales Tax Commission be confirmed with said term to expire on or about June 30, 2026.

Agenda No.15  
Agenda Date: March 1, 2022  
(Lumumba)

Office of the City Attorney

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Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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This **ORDER CONFIRMING THE NOMINATION OF CHOKWE A. LUMUMBA TO THE 1% SALES TAX COMMMISION** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, City Attorney

2/22/22  
\_\_\_\_\_  
DATE



**ORDER CONFIRMING THE NOMINATION OF LOUIS WRIGHT TO THE 1% SALES TAX COMMISSION.**

**WHEREAS,** Louis Wright has been nominated to serve as a member of the City of Jackson, Mississippi 1% Sales Tax Commission to be effective immediately upon passage of this Order; and

**WHEREAS,** Louis Wright, after evaluation of his qualifications, has been nominated to fill a vacancy for the unexpired term for one of the City of Jackson's appointments to said commission; and

**WHEREAS,** this nomination is made pursuant to Section 27-65-241(7)(ii), Mississippi Code of 1972, as amended, and is now before the City Council for confirmation.

**IT IS, THEREFORE, ORDERED** that the nomination of Louis Wright to the 1% Sales Tax Commission be confirmed with said term to expire on or about June 30, 2023.

Agenda No.16  
Agenda Date: March 1, 2022  
(Lumumba)

Office of the City Attorney

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Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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This **ORDER CONFIRMING THE NOMINATION OF LOUIS WRIGHT TO THE 1% SALES TAX COMMMISION** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, City Attorney

2/23/22  
\_\_\_\_\_  
DATE

## **RESOLUTION OF SUPPORT FOR PASSENGER RAIL SERVICE FOR CENTAL MISSISSIPPI**

**WHEREAS**, Central Mississippi has a rich passenger rail history but has been without passenger rail since 1968; and

**WHEREAS**, reconnecting central Mississippi by passenger rail from Jackson to Dallas/Fort-Worth will provide a critical transportation link connecting the state capitol in Jackson; and the vibrant economies of Meridian and Vicksburg; and

**WHEREAS**, passenger rail will connect Jackson-Medgar Wiley Evers International Airport to the Dallas/Fort-Worth International Airport and will connect to the Amtrak long distance *Crescent* and *City of New Orleans* connecting Mississippi to Chicago, New Orleans, Washington, DC and New York City; and

**WHEREAS**, Jackson will become a passenger rail hub linking the deep south with service east, west, north and south resulting in significant economic impact to its downtown that will help lift the region and capitalize on Jackson's assets: Thalia Mara Hall, Smith Robertson Museum, Mississippi Children's Museum, Mississippi Museum of Art, Mississippi Museum of Natural Science, Mississippi Civil Rights Museum, Museum of Mississippi History, Jackson Convention Complex; state of the art Planetarium that is currently under renovation; and the many excellent dining options Jackson offers; and

**WHEREAS**, the establishment of passenger rail will have positive economic impacts to central Mississippi from tourism, business, healthcare, and educational connections through passenger rail as well as a multimodal connection to Dallas/Fort Worth; and

**WHEREAS**, cooperation with host railroads to bring passenger rail will have positive industrial impacts and bring more freight connectivity; and

**WHEREAS**, the Southern Rail Commission has worked diligently and in good faith with stake holders, including local, regional, state, national government partners and advocates plus freight railroads to establish passenger rail in the region; and

**WHEREAS**, James Clements, the Senior Vice President of Strategic Planning and Innovation for Canadian Pacific was in New Orleans on December 8, 2021 and committed to round trip service between Baton Rouge and New Orleans and exploring a route from Atlanta to Dallas/Fort Worth through Central Mississippi that will improve connections to Jackson and Mississippi across the nation via passenger rail; and

**WHEREAS**, the merger between Canadian Pacific and Kansas City Southern would connect central Mississippi to a comprehensive intercontinental rail network that unites North America by connecting the heartland of the United States to Mexico and Canada; and

**WHEREAS**, Canadian Pacific has maintained an A+ rating with Amtrak on the delivery of passenger rail and has committed to that level of quality service in Mississippi.

Agenda Item No 17  
Agenda Date March 1, 2022  
(Lumumba)

**NOW THEREFORE, BE IT RESOLVED THAT THE MAYOR AND JACKSON CITY COUNCIL** supports the establishment of Passenger rail, particularly the route from Atlanta to Dallas/Fort Worth through Central Mississippi, and will do our part to make passenger rail a robust asset for the city, county, surrounding region, and the State of Mississippi; and

**BE IT FURTHER RESOLVED**, that the MAYOR AND JACKSON CITY COUNCIL supports the Canadian Pacific and Kansas City Southern merger and urges the Surface Transportation Board to approve this merger in order for there to be robust mutually beneficial freight and passenger rail service in the state of Mississippi.

SO RESOLVED this the 1<sup>st</sup> day of March, 2022

\_\_\_\_\_  
VIRGI LINDSAY, PRESIDENT  
CITY COUNCIL, JACKSON, MS

\_\_\_\_\_  
DATE

WITNESSED BY MY HAND, on this \_\_\_\_ day of \_\_\_\_\_, 2022 at \_\_\_\_ am/pm.

\_\_\_\_\_  
CHOKWE A. LUMUMBA, MAYOR  
CITY OF JACKSON

ATTEST:

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

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LACEY LOFTIN CONSULTING, LLC, AS DATA SCIENTIST FOR THE CITY OF JACKSON.**

**WHEREAS**, the City of Jackson desires to retain the professional consulting services of Lacey Loftin Consulting, LLC, to create and maintain a comprehensive data portal for the City of Jackson; and

**WHEREAS**, Lacey Loftin Consulting, LLC will work closely with department personnel and directors to gather data necessary to establish the comprehensive portal; and

**WHEREAS**, Lacey Loftin Consulting, LLC will create technical standards to ensure the public data's uniformity of format(s), machine readability, downloadable, and accessibility to the public at no cost; and

**WHEREAS**, Lacey Loftin Consulting, LLC will extract, transform/clean, and load all data received from departments, agencies and partners; and

**WHEREAS**, Lacey Loftin Consulting, LLC will serve as an internal advocate and will be responsible for promoting OpenGov usage and engagement; and

**WHEREAS**, Lacey Loftin Consulting, LLC will work with all City departments and OpenGov to connect the City's ERP to the OpenGov site installation; and

**WHEREAS**, Lacey Loftin Consulting, LLC will serve as Project Manager and Lead for OpenGov deployment, launch, and ongoing development; and

**WHEREAS**, Lacey Loftin Consulting, LLC will serve as Chart of Accounts Reviewer and confirm the structure of OpenGov Charts of Accounts ("COA") and that it actually reflects the City's New Munis COA; and

**WHEREAS**, Lacey Loftin Consulting, LLC will update the COA segments when new codes are added; and

**WHEREAS**, Lacey Loftin Consulting, LLC will liaison with the Mississippi Department of Health and report to the Mayor's Taskforce with regard to the ongoing pandemic of COVID-19 for the City of Jackson; and

**WHEREAS**, Lacey Loftin Consulting, LLC will serve as the Data Lead for the Water Billing System Dashboard Systems; and

**WHEREAS**, Lacey Loftin Consulting, LLC will serve as the JPD Data Lead for the New World Reporting System; and

**WHEREAS**, Lacey Loftin Consulting, LLC will serve as the JPD Data Lead for the New World Reporting System Dashboard and Mapping Systems; and

Agenda No. 18  
Agenda Date: March 1, 2022  
(Wright, Lumumba)

**WHEREAS**, Lacey Loftin Consulting, LLC will serve as the JPD Project Manager for the Cisco to New World Reporting System used by JPD; and

**WHEREAS**, Lacey Loftin Consulting, LLC will serve as data liaison between the various law enforcement agencies that participate in the Mayor's Crime Summit; and

**WHEREAS**, Lacey Loftin Consulting, LLC will perform these duties in 1,000 hours; and

**WHEREAS**, Lacey Loftin Consulting, LLC will be compensated in the amount of \$75,000 for these services.

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute an agreement with Lacey Loftin Consulting, LLC to provide professional services and assistance with the City of Jackson's transition to all open and internal data management systems.

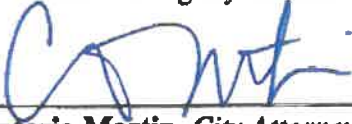
Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LACEY LOFTIN CONSULTING, LLC, AS DATA SCIENTIST FOR THE CITY OF JACKSON is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

2/23/22

DATE

OFFICE OF THE CITY ATTORNEY





OFFICE OF THE CITY ATTORNEY  
APR 21 2022

**ORDER RETROACTIVELY CREATING THE FONDREN BUSINESS IMPROVEMENT DISTRICT.**

**WHEREAS**, pursuant to Section 21-43-107, Mississippi Code Annotated of 1972, as amended, the City of Jackson was and still is authorized to create business improvement districts in accordance with the procedures described in Sections 21-43-101 through 21-43-133 of the Mississippi Code Annotated; and

**WHEREAS**, pursuant to Section 21-43-117, Mississippi Code Annotated of 1972, as amended, the governing authority shall set a date for a special election to authorize the district not more than sixty (60) days from the date of the public hearing; and

**WHEREAS**, pursuant to Section 21-43-111, Mississippi Code of 1972, as amended, a petition signed by more than twenty percent (20%) of the property owners in the proposed Fondren Business Improvement District (the "District") was filed with the City Clerk of the City of Jackson, Mississippi, on July 18, 2018, asking that the process of establishing and authorizing the District begin; and

**WHEREAS**, on August 28, 2018, the Jackson City Council set a public hearing to review the proposed District plan for September 6, 2018 at 6:00 p.m. in the City Council Chambers; and

**WHEREAS**, pursuant to Section 21-43-117, Mississippi Code of 1972, on September 25, 2018, the Jackson City Council set a date for a special election to authorize the District not more than sixty (60) days from the date of the public hearing and the special election was held on October 30, 2018, to allow property owners, who were included on a list provided by the Hinds County Tax Assessor's Office, to decide on the issue regarding the creation of the Fondren Business Improvement District; and

**WHEREAS**, the Fondren Business Improvement District was established with eighty-four percent (84%) of the eligible participating property owners voting in favor of the District; and

**WHEREAS**, based on the October 30, 2018 election results, the District was statutorily created after the election, and pursuant to Section 21-43-123, Mississippi Code of 1972, as amended, assessments have been levied as provided in the statute on property in the District in the amount specified in the District plan; and

**WHEREAS**, upon request for an Order creating the District, it was discovered that the Jackson City Council never officially "created" the Fondren Business Improvement District through its minutes, and the governing authority of a municipality speaks only through its official minutes, therefore it is necessary that the District be made retroactive from October 30, 2018.

**IT IS HEREBY ORDERED** by the City Council of the City of Jackson, Mississippi, that the creation of the Fondren Business Improvement District is established effective October 30, 2018.

Item: 19

Date: March 1, 2022

By: A. Harris, Lumumba

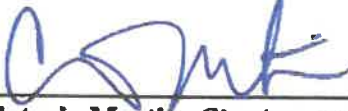
Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This **ORDER RETOACTIVELY CREATING THE FONDREN BUSINESS IMPROVEMENT DISTRICT** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney 

2/23/22

DATE

OFFICE OF THE CITY ATTORNEY  
SM 2/23/22



# MEMORANDUM

Department of Municipal Clerk  
(601) 960-1033

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

**FROM:** Angela Harris, Municipal Clerk *AH*

**DATE:** February 23, 2022

**RE:** Fondren Business Improvement District

The Fondren Business Improvement District was established with eighty-four (84%) of the eligible participating property owners during an election held on October 30, 2018.

After the results of the election, the City Clerk should have presented an order to the governing authorities to create the district. Documents showing that the district was created is needed by the Hinds County Tax Collectors Office in order to accurately collect property taxes within the district.

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

**STATEMENT OF MAYOR'S REVIEW OF THE FONDREN BUSINESS  
IMPROVEMENT DISTRICT PLAN**

I have been advised by the City Clerk that the proposed plan to authorize a Fondren Business Improvement District was approved by at least sixty percent (60%) of the eligible participating property owners of the proposed district in an election which ended on October 30, 2018. The subject election was conducted pursuant to the provisions of the Business Improvement District Act (the "Act"), codified in Sections 21-43-101 through 21-43-133 of the Mississippi Code of 1972 Annotated, as amended. In accordance with and as required by Section 24-43-117(6) of the Act, I have reviewed the district plan to ensure its compliance with the Act. This confirms that it is my determination that the district plan, as approved by the requisite vote of property owners, complies with the Act.



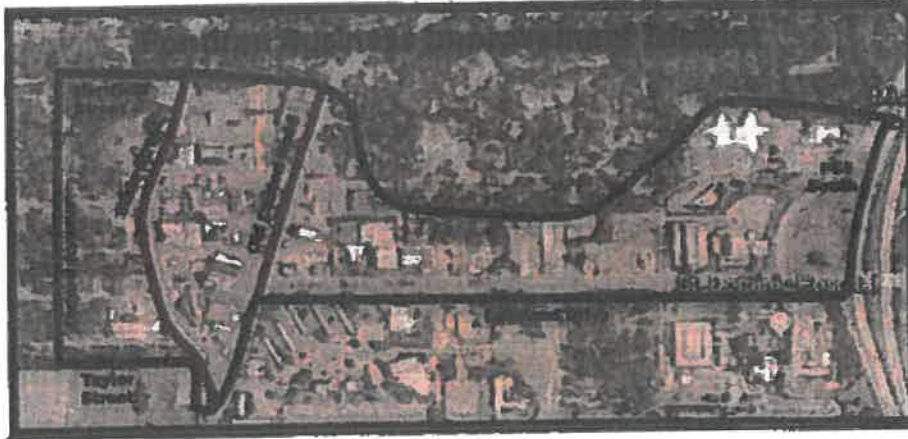
Chekwe Antar Lumumba, Mayor  
City of Jackson, Mississippi

Date: 11-5-18

**DISTRICT PLAN**  
**DOWNTOWN FONDREN HISTORIC DISTRICT BUSINESS IMPROVEMENT DISTRICT**

**District Boundaries:**

The BID (Business Improvement District) shall contain all of the non-residentially zoned and commercially taxable properties within the portion of the City of Jackson bounded generally by Interstate 55 and Lakeland Drive and additionally, Old Canton Road to the intersection of State Street on the east, Lakeland Drive corridor on the north extending to the further northern boundary of Glenway Drive visually connecting to Hartfield on the north, Oxford Avenue from Hartfield Avenue to Taylor Street on the west, and then the intersection of Old Canton Road and State Street at the point for the southern boundary. (for actual, see Map filed with City Clerk 7/18/18)



**Improvements, Programs and Maximum Allotment:**

**Public Safety** **\$117,000.00 or 50%**  
Provide a supplemental private security patrol through an Ambassador and Safety Guide program above and beyond public safety responsibilities of the Jackson Police Department and other established agencies. This includes all equipment, supplies, surveillance and all security supporting expenses.

**Landscaping and Landscape Maintenance** **\$46,800.00 or 20%**  
Landscape maintenance of beds and plantings established from the Federal Transportation Sidewalk Grant. To include trash removal and general clean up and additional hardscape for neighborhood beautification such as benches, lighting, trash receptacles, public art, etc.

**Administrative** **\$35,000.00 or 15%**  
Managed by FRF Executive Director and includes allocation for Executive Director and

Office Personnel of Fondren Renaissance Foundation. To include office supplies, postage, telecommunications, insurance as well as other administrative expenses.

**Marketing and Wayfinding** **\$5,850.00 or 2.5%**  
Supplemental marketing for Fondren Business District managed by FRF Executive Director in partnership with other marketing efforts under the FRF umbrella.

**Economic Development** **\$5,850.00 or 2.5%**  
Supplemental economic development programming specific to Fondren Business District that includes the promotion of real estate development and a master plan for future development

**Contingency** **\$23,400.00 or 10%**  
Contingency for uncollectibles and unexpected expenses

**Total Authorization Expenditures:**

The total amount to be expended in District Improvements and Activities throughout the first annual period is expected to be \$234,000.00. Due to current construction in the area, the taxable amount annually raised in the BID will increase over the next few years.

**Funding Sources:**

The BID will be funded through a Special Assessment of \$.08 per gross square foot of space levied upon all land and buildings within the defined boundaries that are not tax exempt. This assessment should generate \$234,000.00 the first year and will increase in future years based on additional taxation on new projects and construction within the boundary.

**Estimated Annual Budget – Year One:**

**Income**

*Bid Assessment per square foot:* **\$.08**  
*X District size in square feet:* **2,825,000**  
**= Total annual first year income: \$234,000.00**

**Expenses**

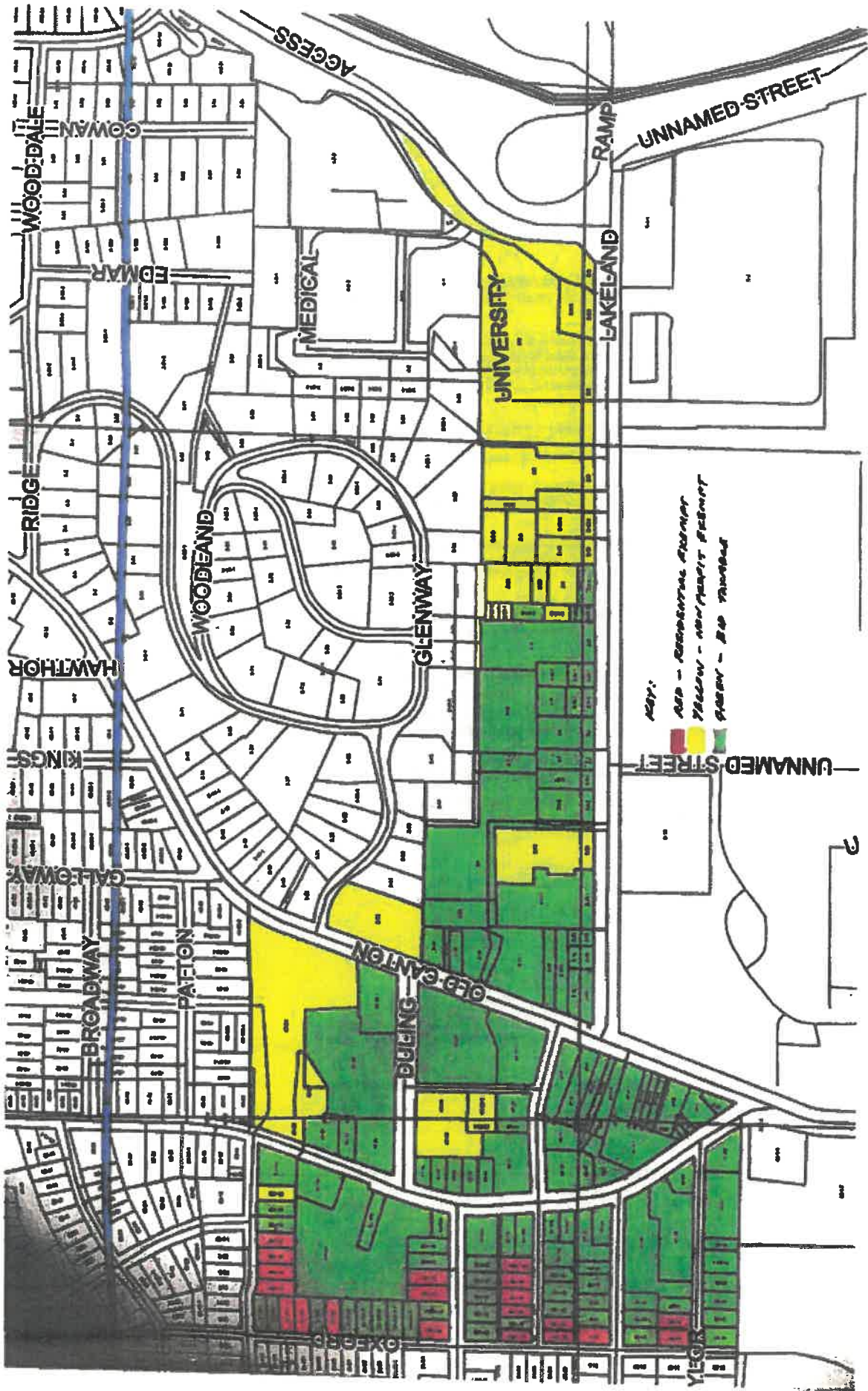
<b>Public Safety</b>	<b>\$117,000.00</b>
<b>+Landscaping/Landscaping Maintenance</b>	<b>46,800.00</b>
<b>+Administrative</b>	<b>35,000.00</b>
<b>+Marketing/Wayfinding</b>	<b>5,850.00</b>
<b>+Economic Development</b>	<b>5,850.00</b>
<b>+Contingency</b>	<b>23,400.00</b>
<b>Total annual first year expenses:</b>	<b>\$234,000.00</b>

**Beginning Date for implementation:**

January 1, 2019

**District Management Group:**

Downtown Historic Fondren District Partners



**IT IS HEREBY ORDERED** that the Mayor and/or Office of the City Attorney shall be authorized to execute Releases and other documents which may be required to effect the settlement and compromise of the claims consistent with the tenor of this order.

Council Member Tillman moved adoption; Council Member Banks seconded.

Yeas- Banks, Foote, Lindsay, Priester, Stamps, Stokes and Tillman.  
Nays- None.  
Absent- None.

\*\*\*\*\*

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, SETTING A PUBLIC HEARING TO AUTHORIZE THE FONDREN BUSINESS IMPROVEMENT DISTRICT.**

WHEREAS, pursuant to Section 21-43-111 of the Mississippi Code of 1972, as amended (the "Code"), a petition signed by more than twenty percent (20%) of the property owners in the proposed Fondren Business Improvement District (the "District") was filed with the City Clerk of the City of Jackson, Mississippi, on July 18, 2018, asking that the process of establishing and authorizing the District begin; and

WHEREAS, pursuant to Section 21-43-117 of the Code, it is necessary that the Jackson City Council set a date and time for a public hearing to review the District Plan (the "Plan") and receive public comments about the process for accepting or rejecting the Plan; and

WHEREAS, pursuant to Section 21-43-117 of the Code, it is necessary that the City Clerk notify all property owners to be included in the District of the public hearing and the date, time, and place thereof.

**THEREFORE, BE IT RESOLVED** that a public hearing to review the proposed Plan, and receive comment about the process for accepting or rejecting the Plan, be held on September 6, 2018 at 6:00 p.m. in the City Council Chambers located in City Hall in the City of Jackson, Mississippi.

**BE IT FURTHER RESOLVED** that the City Clerk shall post notice of the public hearing, and notify all property owners in the proposed District of the date, time, and location of the subject public hearing.

Vice President Lindsay moved adoption; Council Member Banks seconded.

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President Priester recognized Jim Withersom, Executive Director of Fondren Renaissance, who provided information regarding the proposed Fondren Business Improvement District.

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Thereafter, President Priester called for a vote on said item:

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.  
Nays- Stokes.  
Absent- None.

\*\*\*\*\*



Council Member Stokes moved adoption; Council Member Stamps seconded.

Yeas- Banks, Foote, Lindsay, Priester, Stamps, Stokes and Tillman.  
Nays- None.  
Absent- None.

\*\*\*\*\*

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SETTING AN ELECTION TO AUTHORIZE THE ESTABLISHMENT OF THE FONDREN BUSINESS IMPROVEMENT DISTRICT.**

WHEREAS, a petition signed by more than twenty percent (20%) of the property owners in the proposed Fondren Business Improvement District was filed with the City Clerk on July 18, 2018 asking that the process of establishing the district begin; and

WHEREAS, after notice was duly given, a public hearing to review the district plan and receive public comment was held by the City Council on September 6, 2018; and

WHEREAS, pursuant to Section 21-43-117, Mississippi Code of 1972, the governing authority shall set a date for a special election to authorize the district not more than sixty (60) days from the date of the public hearing, and to give notice of and conduct the election in the following manner:

1. Thirty (30) days prior to the election, the City Clerk shall cause a notice to be mailed to each district property owner of record as the date of the initial notice given as provided by State law. Said notice shall contain the date and time of the election, copy of the district plan and a ballot.
2. Cause a notice of the date and time of the election, including a copy of the district plan and a ballot to be published at least twice in a newspaper of general circulation in the City with the first publication to be not less than ten (10) nor more than thirty (30) days before the date of the election.
3. Cause a notice of the date and time of the election, including a copy of the district plan and a ballot to be posted in the lobby of the Jackson City Hall not less than ten (10), nor more than thirty (30) days before the date set for the election.
4. Ballots shall be marked, signed, and submitted by the eligible property owner to the Clerk of the municipality by the date designated on the ballot.
5. The City Clerk is to count the votes of the property owners, which votes are to be weighted in proportion to the amount of assessment against the properties in the district, provided however, that in no case shall the total number of votes assigned to any one such property owner, through common ownership of property, be equal to more than one-third (1/3) of the total number of votes which may be cast. When the election is completed, the City Clerk shall notify the property owners in the district of the result.

THEREFORE, BE IT RESOLVED that the date for the election on the acceptance or rejection of the district plan establishing the Fondren Business Improvement District is set for October 30, 2018, and that 5:00 o'clock p.m. on said date is the deadline for delivery of ballots to the Office of the City Clerk.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to prepare and mail all ballots, give all notices, make all publications, make all postings, receive and tabulate the ballots and to do all things provided herein and under the applicable laws of the State of Mississippi to conduct the election on the question of the establishment of the Fondren Business Improvement District, and that said Business Improvement District, shall reimburse the City for the expense of the special election.

BE IT FURTHER RESOLVED that the Office of the City Attorney is hereby requested to submit forthwith to the United States Department of Justice, Civil Rights Division, the election date, the district plan, all proceedings had in the authorization of the district and all other things and matters the Office deems necessary to request preclearance under Section 5 of the Voting Rights Act, 42 U.S.C. 1973c, of the establishment of the Fondren Business Improvement District.

REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, SEPTEMBER 25, 2018 6:00 P.M.

709

Vice President Lindsay moved adoption; Council Member Banks seconded.

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.  
Nays- Stokes.  
Absent- None.

\*\*\*\*\*

There came on for consideration Agenda Item No. 98:

**DISCUSSION: DEVELOPMENT OF CONVENTION CENTER PROPERTIES:** Said item was pulled at the request of Vice President Lindsay,

\*\*\*\*\*

**DISCUSSION: MOODY'S CREDIT ANALYSIS:** President Priester recognized Council Member Stokes who stated that he received information that addressed his concerns.

\*\*\*\*\*

**DISCUSSION: MS. SNOW:** President Priester recognized Council Member Stokes who stated that said item had been addressed during public comments.

\*\*\*\*\*

The meeting was closed in memory of the following individuals:

- Ms. Eddie Mae Walker
- Ms. Ethel Stokes
- Mr. Henry Bogan

\*\*\*\*\*

There being no further business to come before the City Council, it was unanimously voted to adjourn until the next Special Council meeting at 10:00 a.m. on September 27, 2018; at 8:26 p.m., the Council stood adjourned.

ATTEST:

APPROVED:

Krista Moore  
CITY CLERK

Charles A. Yonawick 10/23/2018  
MAYOR BK DATE

\*\*\*\*\*

**ORDER AUTHORIZING THE INCREASE IN HOURLY PAY FOR PARTICIPANTS OF THE MAYOR'S SUMMER YOUTH EMPLOYMENT PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED THERETO.**

OFFICE OF THE CITY ATTORNEY  
K. S. ...  
3/1/2022

**WHEREAS**, the City of Jackson allocated funds in the budget for the Department of Human and Cultural Services to be used to compensate youth employed by the City during the summer months, of June and July, through the Mayor's Summer Youth Employment Program ("MSYEP"); and

**WHEREAS**, the City has previously employed youth, ages 16-24, in various positions within city offices and local businesses to ensure the youth in the City of Jackson obtain needed work experience and skills, as well as to embed in these youth a sense of work ethic and value to help mold them into productive adults who become integral members of the community; and

**WHEREAS**, during the summer months of 2021, the City employed 92 youth to gain work experience within city offices and local businesses; and

**WHEREAS**, the Department of Human and Cultural Services recommends providing additional compensation to participants in the MSYEP by increasing the hourly pay from \$7.25 per hour to \$8.25 per hour; and

**WHEREAS**, the total cost for said additional compensation is \$149,552, which is based upon the City employing 100 youth to participate in the MSYEP and will be paid from the Department of Human and Cultural Services general fund; and

**WHEREAS**, the additional compensation for youth in the City will encourage participation in the MSYEP, as well as assist in the reduction of crime throughout the City during the summer months; and

**WHEREAS**, it is in the best interest of the citizenry for the governing authorities to increase the hourly pay to \$8.25 per hour for participants in the MSYEP.

**IT IS HEREBY ORDERED** that the increase in hourly pay for participants in the Mayor's Summer Youth Employment Program is authorized such that the participants will be paid \$8.25 per hour and the Department of Human and Cultural Services is hereby authorized to provide additional compensation at a total cost not to exceed \$149,552.

**IT IS FURTHER ORDERED**, the Mayor is authorized to execute all documents related thereto.

Agenda No.20  
Agenda Date: March 1, 2022  
(Kidd, Lumumba)

CITY COUNCIL AGENDA

ITEM 10 POINT DATA SHEET

DATE: 12/17/2021

POINTS		COMMENTS					
1.	Brief Description/Purpose	ORDER AUTHORIZING THE INCREASE IN HOURLY PAY FOR PARTICIPANTS OF THE MAYOR'S SUMMER YOUTH EMPLOYMENT PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED THERETO					
2.	Public Policy Initiative <ul style="list-style-type: none"> <li>o Youth &amp; Education</li> <li>o Crime Prevention</li> <li>o Changes in City Government</li> <li>o Neighborhood Enhancement</li> <li>o Economic Development</li> <li>o Infrastructure and Transportation</li> <li>o Quality of Life</li> </ul>	Youth & Education					
3.	Who will be affected	Youth ages 16-24 years old who are selected to participate in the Mayor's Summer Youth Employment Program (MSYEP).					
4.	Benefits	Competitive wages for recruitment.					
5.	Schedule (Beginning date) (Completion date)	June 1, 2022 – July 29, 2022					
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Citywide					
7.	Action implemented by: <ul style="list-style-type: none"> <li>o Mayor's Office</li> <li>o City Department</li> <li>o Consultant</li> </ul>	Department of Human and Cultural Services Family and Youth Division					
8.	COST	\$149,552					
9.	Source of Funding <ul style="list-style-type: none"> <li>o General Fund</li> <li>o Enterprise</li> <li>o Grant</li> <li>o Bond</li> </ul> Other	General Fund: 001-43560-6112					
10.	EBO participation	ABE	_____ %	WAIVER	yes ___	no ___	N/A
		AABE	_____ %	WAIVER	yes ___	no ___	N/A
		WBE	_____ %	WAIVER	yes ___	no ___	N/A
		HBE	_____ %	WAIVER	yes ___	no ___	N/A
		NABE	_____ %	WAIVER	yes ___	no ___	N/A

# MEMO

**TO: The Honorable Chokwe Antar Lumumba  
Mayor**

**FROM: Dr. Adriane Dorsey Kidd, Director  
Department of Human and Cultural Services**

**DATE: December 17, 2021**

**SUBJECT: ORDER AUTHORIZING THE INCREASE IN HOURLY PAY FOR PARTICIPANTS OF THE MAYOR'S  
SUMMER YOUTH EMPLOYMENT PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE ALL  
DOCUMENTS RELATED THERETO**

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This agenda item authorizes the execution of a pay increase of one dollar for the participants of the Mayor's Summer Youth Employment Program causing the hourly rate to go from \$7.25HR to \$8.25HR.

Should you desire additional information, please do not hesitate to notify me.



**ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON AND THE JACKSON HEART FOUNDATION RELATED TO THE MUSEUM TRAIL (WARD 7)**

OFFICE OF THE CITY ATTORNEY  
2-22-2022

**WHEREAS**, the City of Jackson has constructed the Museum Trail from the Mississippi Civil Rights Museum to the Mississippi Children’s Museum; and

**WHEREAS**, the Jackson Heart Foundation, which provided donations towards the construction of the trail, desires to work with the City to raise funds towards further improvements and amenities along the trail for the benefit of all residents of and visitors to the City of Jackson; and

**WHEREAS**, the Memorandum of Understanding will authorize the Jackson Heart Foundation to raise funds and apply for grants to be used by the City or under the supervision of the City to make further improvements to and add amenities along the trail; and

**WHEREAS**, the Memorandum of Understanding will authorize the Jackson Heart Foundation to provide certain maintenance activities, including, but not limited to, the mowing of grass and the cleanup of litter along and adjacent to the trail, provided that the Jackson Heart Foundation provides proof of insurance and adds the City of Jackson as an additional insured for these maintenance activities; and

**WHEREAS**, the Memorandum of Understanding will authorize the Jackson Heart Foundation to provide security services along and adjacent to the trail provided that the Jackson Heart Foundation coordinates these activities with the Jackson Police Department and provides proof of insurance and adds the City of Jackson as an additional insured for these maintenance activities.

**IT IS THEREFORE, ORDERED** that the Mayor is authorized to execute a Memorandum of Understanding with the Jackson Heart Foundation related to the Museum Trail.

Agenda No 21  
Agenda Date: March 1, 2022  
(King, Lumumba)

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

**February 22, 2022**  
DATE

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON AND THE JACKSON HEART FOUNDATION RELATED TO THE MUSEUM TRAIL (WARD 7)</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4,6, 7
3.	<b>Who will be affected</b>	Pedestrians and bicyclists along the trail
4.	<b>Benefits</b>	Long term plan for additional amenities along the trail
5.	<b>Schedule (beginning date)</b>	After City Council approval.
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Museum Trail (Ward 7)
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/>  ▪ Consultant <input type="checkbox"/>	Public Works Department, Engineering Division
8.	<b>COST</b>	No cost to the City.
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	N/A
10.	<b>EBO participation</b>	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____





**DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION**

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Marlin King  
Director

**Date:** February 3, 2022

**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute an agreement between the City and the Jackson Heart Foundation related to the Museum Trail. The Jackson Heart Foundation, which raised funds towards the construction of the Museum Trail, desires to continue fundraising towards improvements and additional amenities along the Museum Trail. This order authorizes the Mayor to execute an agreement with the Jackson Heart Foundation related to future improvements on the trail.

The Department recommends approval of this item. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

**Office of the City Attorney**

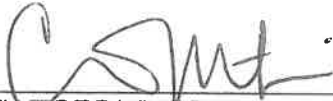
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1756  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
2/23/22

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON AND THE JACKSON HEART FOUNDATION RELATED TO THE MUSEUM TRAIL (WARD 7)** is legally sufficient for placement in NOVUS Agenda.



**CATORIA P. MARTIN, CITY ATTORNEY**  
Terry Williamson, *Legal Counsel* 

2/23/22  
DATE

**JACKSON HEART FOUNDATION  
AGREEMENT REGARDING MUSEUM TRAIL**

This Agreement is entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2021, between the City of Jackson, Mississippi (“the City”) by and through its officer duly authorized to do so and the Jackson Heart Foundation, a nonprofit Mississippi corporation (the “JHF”) as follows:

**WHEREAS** the City is the owner of and responsible for the care and maintenance of the approximately three-mile multi-use trail located roughly along the former GM&O rail line east of the Belhaven and Belhaven Heights neighborhoods, and along Museum Boulevard, from the Mississippi Farmers Market to the entrance of LeFleur’s Bluff State Park, known as the Museum Trail (the “Museum Trail”); and

**WHEREAS** the City’s funding and staffing limitations make it difficult for the City to increase the improvements it can make to the Museum Trail beyond basic maintenance and law enforcement; and

**WHEREAS** the JHF is a private, nonprofit organization comprised of individuals with an interest in assisting the City in the care, improvement, beautification, and expansion of the Museum Trail; and

**WHEREAS** the City and JHF would like to define and formalize the relationship between the City and JHF;

**NOW, THEREFORE**, the City and JHF do agree as follows:

1. The term of this agreement shall begin upon the approval of the same by the City and shall extend for a period of five years from that date. At the end of that period the parties hereto may elect to extend this agreement for a period of one year upon written consent of all parties.
2. The City shall continue to be responsible for and will continue to perform the maintenance, mowing, and upkeep, of the Museum Trail that it has previously performed.
3. JHF will continue—as it has done in the past—to solicit and raise funds from private sources and individuals and expend the funds to assist the City and supplement work the City may do regarding the Museum Trail in areas such as cleaning, landscaping, and similar activities.
4. JHF may—as it has done in the past—seek and apply for grants, appropriations, and donations from individuals, private and governmental sources, and private and public foundations, to be expended for cleaning, landscaping, improving, repairing, promoting, cleaning, maintaining, and extending, the Museum Trail.
5. JHF may seek and apply for grants, appropriations, and donations from individuals, private and governmental sources, and private and public foundations to be expended, upon submission and approval by the governing authorities of the City, for public

safety enhancements on the trail, including but not limited to, lighting, security cameras, and regular patrols by contracted or volunteer staff. JHF is not authorized to exercise the law enforcement authority of the City of Jackson, Hinds County, or State of Mississippi, and no contracted or volunteer security personnel is granted law enforcement authority through this Agreement.

6. The City and JHF will coordinate and cooperate to accomplish work related to cleaning, improvements, landscape maintenance, and repair. The City will continue to do such work as it has done in the past, and the City agrees to allow JHF to plan and execute any capital improvement projects such as new trail extensions, structural repairs, landscaping, trail head construction, lighting, cameras, benches, water fountains, garbage receptacles, bicycle repair stations, permanently installed exercise equipment, public art, and signage, for which JHF is providing the funds upon submission and approval by the governing authorities of the City.

7. Nothing in this Agreement shall modify the City's legal responsibilities regarding the Museum Trail or impose any liability on JHF.

8. For coordination and legal notice, the points of contact for the City and JHF are listed below. The parties agree to update each other if the below referenced points of contact change.

<b>City of Jackson Contacts for Coordination:</b>	<b>Jackson Heart Foundation Contacts for Coordination:</b>
<p>Jordan Rae Hillman, Director of Planning and Development            200 S. President Street            Jackson, MS 39201  <a href="mailto:jhillman@jacksonms.gov">jhillman@jacksonms.gov</a>            601-960-1993</p>	<p>Morgan Geary, Executive Director            PO Box 5021            Jackson, MS 39296  <a href="mailto:foundation@jacksonheart.com">foundation@jacksonheart.com</a>            601-506-6549</p>
<p>Ison B. Harris, Jr., Director of Parks &amp; Recreation            1000 Metro Drive, Suite 104            Jackson, MS 39209  <a href="mailto:jharris@jacksonms.gov">jharris@jacksonms.gov</a>            601-960-0471</p>	<p>Clay Hays, MD, Director            970 Lakeland Drive, Unit 61            Jackson, MS 39216  <a href="mailto:clayhays@me.com">clayhays@me.com</a>            601-209-0426</p>
<p>Robert Lee, P.E.            Dept. of Public Works, Engineering Division  <a href="mailto:rlee@city.jackson.ms.us">rlee@city.jackson.ms.us</a>            601-960-1651</p>	<p>David Pharr, Director            PO Box 5369            Jackson, MS 39296  <a href="mailto:dkpharr@me.com">dkpharr@me.com</a>            601-291-3380</p>

<b>City of Jackson Contact for Legal Notice</b>	<b>Jackson Heart Foundation Contact for Legal Notice</b>
<p>Jordan Rae Hillman, Director of Planning and Development</p>	<p>Morgan Geary, Executive Director</p>

<p>200 S. President Street          Jackson, MS 39201  <a href="mailto:jhillman@jacksonms.gov">jhillman@jacksonms.gov</a>          601-960-1993</p> <p>With a copy to:          Office of the City Attorney          455 East Capitol Street          Jackson, MS 39201          601-960-1799</p>	<p>PO Box 5021          Jackson, MS 39296  <a href="mailto:foundation@jacksonheart.com">foundation@jacksonheart.com</a>          601-506-6549</p>
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9. The City and JHF represent to each other by executing this Agreement that each has received the approval required by their respective governing bodies.

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

CITY OF JACKSON, MISSISSIPPI

BY: \_\_\_\_\_  
 Chokwe Antar Lumumba, Mayor

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

JACKSON HEART FOUNDATION

BY: \_\_\_\_\_  
 Clay Hays, MD, Vice-Chair

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



OFFICE OF THE CITY ATTORNEY  
2-23-2022

**ORDER REVISING THE FISCAL YEAR 2021-2022 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS/BRIDGES AND DRAINAGE SECTION**

**WHEREAS**, certain unanticipated needs and allocations in the amount of \$3,500.00 have arisen within the adoption of the Fiscal Year 2021-2022 budget; and

**WHEREAS**, the Fiscal Year 2021-2022 budget must be revised to provide additional funding for the removal of a large oak tree located at 802 North State to make the area safe for commuters and residents; and

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

<u>To/From</u>	<u>Fund/Account Number</u>	<u>Amount</u>
From	001-451.25.6485	(\$3,500.00)
To	001-451.25.6419	\$3,500.00

**IT IS, THEREFORE, ORDERED** that the Fiscal Year 2021-2022 budget be revised in the amount of \$3,500.00 as follows:

<u>To/From</u>	<u>Fund/Account Number</u>	<u>Amount</u>
From	001-451.25.6485	(\$3,500.00)
To	001-451.25.6419	\$3,500.00

Agenda No. 22  
Agenda Date: March 1, 2022  
(King, Lumumba)

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

February 22, 2022

DATE

(as revised 3/6/01)

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description / Purpose</b>	<b>ORDER REVISING THE FISCAL YEAR 2021-2022 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS/BRIDGES AND DRAINAGE SECTION</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life
3.	<b>Who will be affected</b>	Citizens of Jackson
4.	<b>Benefits</b>	The Bridges and Drainage Section will use these funds to remove a big oak tree from 802 North State Street; haul off all debris, grind stump and complete cleanup.
5.	<b>Schedule (beginning date)</b>	Scheduled date following City Council Approval
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	City-wide
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	Department of Public Works
8.	<b>COST</b>	\$3,500.00
9.	<b>Source of Funding</b> ■ <b>General Fund</b> <input checked="" type="checkbox"/> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	001.451.25.6485
10.	<b>EBO participation</b>	ABE _____ %      WAIVER    yes _____ no _____      N/A _____ AABE _____ %      WAIVER    yes _____ no _____      N/A _____ WBE _____ %      WAIVER    yes _____ no _____      N/A _____ HBE _____ %      WAIVER    yes _____ no _____      N/A _____ NABE _____ %      WAIVER    yes _____ no _____      N/A _____





January 27, 2022 at 7:20 AM

## Evans Tree Service

Duties performed at= Isaac McCleanty  
802 North State Street  
Jackson Ms 39212

Company address= Operation  
2945 Meadow Forest Dr manager =Chris  
Evans  
601-760-5093

Removal of big oak from 802 North State  
Street haul off all debris complete cleanup  
grind stump.

Complete Job= \$9,000  
Evans Tree Service







**City of Jackson  
Department of Public Works**

**Council Agenda Item Memorandum**

**To:** Honorable Chokwe A. Lumumba

**From:** Marlin King, Director  
Department of Public Works

**Date:** February 22, 2022

**Agenda Item:** ORDER REVISING THE FISCAL YEAR 2021-2022 BUDGET OF THE  
DEPARTMENT OF PUBLIC WORKS/BRIDGES AND DRAINAGE  
SECTION

**Council Meeting:** Regular Council Meeting, February 15, 2022  
**Consultant/Contractor:** N/A

**Purpose:** To make the City's right-of-way safe.

**Cost:** \$3,500.00

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

**Funding Source:** General Fund - 001.451.25.6485  
**Schedule/Time:** February 15, 2022  
**DPW Manager:** Tony Howard

**Background:** The Bridges and Drainage Section will use these funds to remove a big oak tree from 802 North State Street, haul off all debris, grind stump and complete cleanup.

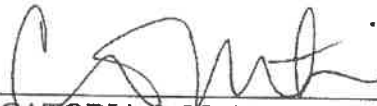
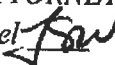
Office of the City Attorney

OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 2790  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756  
2/23/22

## OFFICE OF THE CITY ATTORNEY

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This ORDER REVISING THE FISCAL YEAR 2021-2022 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS/BRIDGES AND DRAINAGE SECTION is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
CATORIA P. MARTIN, CITY ATTORNEY  
Terry Williamson, Legal Counsel 

2/23/22  
\_\_\_\_\_  
DATE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Signature Insurance Agency 15 Northtown Dr Ste A Jackson MS 39211-3048		<b>CONTACT NAME:</b> Shylene Richardson <b>PHONE (A/C, No, Ext):</b> 769-524-6670 <b>FAX (A/C, No):</b> 601-510-9013 <b>E-MAIL ADDRESS:</b> signatureagencyms@gmail.com	
<b>INSURED</b> Evans Tree & Property Maintenance LLC 1113 N Sandhill Rd Lena MS 39094		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Tapco INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL INBR RBD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJE CT <input type="checkbox"/> LOG OTHER:		3FB2290	04/10/2021	04/10/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

Proof of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
Shylene Richardson



**ORDER ACCEPTING THE BID OF EVANS TREE & PROPERTY  
MAINTENANCE LLC FOR THE REMOVAL OF A LARGE OAK TREE  
LOCATED AT 802 NORTH STATE STREET (WARD 7)**

OFFICE OF THE CITY CLERK  
2-23-2022

**WHEREAS**, the City of Jackson solicited sealed competitive bids from two contractors, Evans Tree & Property Maintenance LLC and Graup Tree Service, to supply equipment and labor necessary to remove a large oak tree located in City of Jackson right-of-way adjacent to 802 North State Street; and

**WHEREAS**, the bid received from Evans Tree & Property Maintenance LLC, in an amount not to exceed \$9,000.00, was the lowest bid and met the specifications; and

**WHEREAS**, the Department of Public Works recommends that the governing authorities deem the bid of Evans Tree & Property Maintenance LLC to be the lowest and best bid.

**IT IS, THEREFORE, ORDERED** that the bid of Evans Tree & Property Maintenance LLC, in an amount not to exceed \$9,000.00, is accepted as the lowest and best bid for the removal of a large oak tree consistent with the bid solicitation.

Agenda No. 23  
Agenda Date: March 1, 2022  
(King, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**February 02, 2022**

<b>POINTS</b>		<b>COMMENTS</b>																																													
1.	<b>Brief Description/Purpose</b>	<b>ORDER ACCEPTING THE BID OF EVANS TREE &amp; PROPERTY MAINTENANCE LLC FOR THE REMOVAL OF A LARGE OAK TREE LOCATED AT 802 NORTH STATE STREET (WARD 7)</b>																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life																																													
3.	<b>Who will be affected</b>	All residents on North State Street																																													
4.	<b>Benefits</b>	Drainage Infrastructure																																													
5.	<b>Schedule (beginning date)</b>	Scheduled Date following City Council Approval																																													
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	This project is located in Ward 7.																																													
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	This project was implemented by the Infrastructure Management Division.																																													
8.	<b>COST</b>	Not to exceed \$9,000.00																																													
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input checked="" type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	Account No. 001.451.25.6419																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							



January 27, 2022 at 7:20 AM

## Evans Tree Service

Duties performed at= Isaac McClerty  
802 North State Street  
Jackson Ms 39212

Company address= Operation  
2945 Meadow Forest Dr manager =Chris  
Evans  
601-760-5093

Removal of big oak from 802 North State  
Street haul off all debris complete cleanup  
grind stump.

Complete Job= \$9,000  
Evans Tree Service







**City of Jackson  
Department of Public Works**

**Council Agenda Item Memorandum**

**To:** Honorable Mayor Chokwe Lumumba

**From:** Marlin King, Director  
Department of Public Works

**Date:** February 22, 2022

**Agenda Item:** **ORDER ACCEPTING THE BID OF EVANS TREE & PROPERTY MAINTENANCE LLC FOR THE REMOVAL OF A LARGE OAK TREE LOCATED AT 802 NORTH STATE STREET (WARD 7)**

**Council Meeting:** Regular Council Meeting, March 1, 2022

**Purpose:** To remove a large oak tree on North State Street.

**Cost:** \$9,000.00

**Project/Contract Type:** NA

**Funding Source:** General Fund – 001.451.25.6419

**Schedule/Time:** February 15, 2022

**DPW Manager:** Tony Howard

**Background:** Contractor shall provide all materials, equipment, and labor necessary to remove the large oak tree from City right of way adjacent to 802 North State Street.

Office of the City Attorney

455 East Capitol Street  
Post Office Box 249  
Jackson, Mississippi 39207-2719  
Telephone: (601) 960-4399  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
2-23-2022

## OFFICE OF THE CITY ATTORNEY

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This **ORDER ACCEPTING THE BID OF EVANS TREE & PROPERTY MAINTENANCE LLC FOR THE REMOVAL OF A LARGE OAK TREE LOCATED AT 802 NORTH STATE STREET (WARD 7)** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY  
Terry Williamson, Legal Counsel *TW*

2/23/22

DATE





**ORDER RATIFYING AN EMERGENCY SOLID WASTE COLLECTION AND HAULING AGREEMENT WITH RICHARD'S DISPOSAL, INC. FOR A TERM OF ONE (1) YEAR**

**WHEREAS**, the City of Jackson previously had an Agreement for Solid Waste Collection Services that expired on September 30, 2021; and

**WHEREAS**, the City of Jackson issued a Request for Proposals for Solid Waste Collection and Hauling Services to obtain a new contract to provide residential solid waste collection services for the City; and

**WHEREAS**, the City received responses to that Request for Proposals (RFP), negotiated contracts with the vendors submitting proposals, but was unable to obtain approval of a new agreement for solid waste collection and hauling services; and

**WHEREAS**, on September 30, 2021, the Mayor proclaimed the existence of a local emergency, pursuant to his authority under Section 33-15-17 of the Mississippi Code of 1972, as amended; and

**WHEREAS**, following the emergency proclamation, the City entered into an emergency contract with Waste Management of Mississippi, Inc. for a term of six (6) months; and

**WHEREAS**, the City issued another Request for Proposals according to the statutorily-mandated requirements of Section 31-7-13 (r) of the Mississippi Code of 1972, as amended; and

**WHEREAS**, again, the City received responses to the RFP, negotiated a contract with the duly selected proposer, but was unable to obtain approval of a new agreement for solid waste collection and hauling services; and

**WHEREAS**, on February 17, 2022, the Mayor proclaimed the existence of a local emergency, pursuant to his authority under Section 33-15-17 of the Mississippi Code of 1972, as amended; and

**WHEREAS**, following the emergency proclamation, the City entered into an Emergency Agreement for the Solid Waste Services ("Emergency Agreement") with Richard's Disposal, Inc. for a term of one (1) year; and

**WHEREAS**, under Section 33-15-17 (b) of the Mississippi Code of 1972, as amended, the City "is authorized to exercise the powers vested under this section in the light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations, the employment of temporary workers, the rental of equipment, the purchase of supplies and materials, the levying of taxes and the appropriation and expenditure of public funds..." and

**WHEREAS**, pursuant to *Bolivar County v. Wal-Mart Stores, Inc.*, 797 So. 2d 790 (Miss. 1999), the Emergency Management Law governs procurement during a local emergency and the

Agenda No. 24  
Agenda Date: March 1, 2022  
(Lumumba)

“time consuming procedures and formalities prescribed by law pertaining to the...entering into contracts” obviates the need for the City Council to ratify emergency contracts; and

**WHEREAS**, out of an abundance of caution and for purposes of transparency, the Mayor is submitting the City’s Emergency Agreement with Richard’s Disposal, Inc. for ratification by the City Council, since the City Council is responsible for the City budget and the approval of the Claims Docket; and

**WHEREAS**, the Emergency Agreement with Richard’s Disposal, Inc. provides the same services at the same cost as are being provided under the current emergency contract that expires March 31, 2022; and

**WHEREAS**, the Emergency Agreement establishes a monthly rate of \$15.00 per residential unit beginning April 1, 2022 through March 31, 2023 based on a house count of 53,869 habitable residential units in the City of Jackson, which is the same price and house count as the current emergency contract; and

**WHEREAS**, the Contractor will provide twice per week collection of garbage using the customer’s Approved Garbage Container, which under the Emergency Agreement means a bag (so long as it and its contents do not exceed sixty (60) pounds) or a metal or plastic can of not less than ten gallons nor more than 30-gallon capacity, fitted with a closely fitting cover, which are the same terms described in the current emergency contract; and

**WHEREAS**, the Contractor will collect up to two (2) items of bulk waste from the curbside of each residential unit located in the City once each week, which are the same terms described in the current emergency contract; and

**WHEREAS**, the Contractor will collect all containerized yard debris and up to two (2) cubic yards of uncontainerized yard debris, excluding leaves and yard clippings, from the curbside of each residential unit located within the City of Jackson once each week, which are the same terms described in the current emergency contract; and

**WHEREAS**, at no additional charge, the Contractor will collect solid waste from municipal buildings and facilities in accordance with the City Facilities Collection Schedule set forth in the Emergency Agreement, which are the same terms described in the current emergency contract; and

**WHEREAS**, at no additional charge, the Contractor will provide monthly roll off services, which is the same term described in the current emergency contract; and

**WHEREAS**, the Emergency Agreement may be terminated upon at least sixty (60) days written notice of procurement of a permanent contract for residential solid waste collection; and

**WHEREAS**, within five (5) days of receipt of a fully executed Emergency Agreement by Contractor and Notice to Proceed from the City of Jackson, Contractor is required to furnish and provide a performance bond in the amount of One Million Dollars (\$1,000,000.00) to secure Contractor’s performance of the Emergency Agreement; and



**WHEREAS**, the Emergency Agreement provides that Contractor shall bill the City for services rendered within ten (10) days following the end of the month in which services are rendered and the City shall pay Contractor on or before the 25<sup>th</sup> day following the end of such month, which is the same term described in the current emergency contract; and

**WHEREAS**, the Emergency Agreement provides that should the City Council fail to approve the need for continuing the local emergency or fail to authorize compensation for this Agreement and performance under this Agreement is suspended or terminated, the City agrees to reimburse the Contractor for the amount of such reasonable itemized operating and start-up costs incurred by the Contractor in connection with the Emergency Agreement; and

**WHEREAS**, the Emergency Agreement with Richard's Disposal, Inc. for the period of April 1, 2022 through March 31, 2023, which is attached hereto, should be ratified to ensure the continuance of residential solid waste collection for City of Jackson residents.

**IT IS, THEREFORE, ORDERED** that the Emergency Agreement for Solid Waste Services with Richard's Disposal, Inc., dated February 17, 2022, attached hereto and spread upon the minutes, is ratified.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING AN EMERGENCY SOLID WASTE COLLECTION AND HAULING AGREEMENT WITH RICHARD'S DISPOSAL, INC. FOR A TERM OF ONE (1) YEAR** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, City Attorney

2/24/22  
\_\_\_\_\_  
DATE

**EMERGENCY AGREEMENT  
FOR SOLID WASTE SERVICES  
BETWEEN THE CITY OF JACKSON, MISSISSIPPI  
AND  
RICHARD'S DISPOSAL, INC.**

This Agreement made and entered into on this the 17 day of February, 2022, by and between the City of Jackson, Mississippi, hereinafter referred to as the "City" and Richard's Disposal, Inc., a corporation, hereinafter referred to as "Contractor". This Agreement is entered into pursuant to the statutory authority outlined in Miss. Code Ann. §§ 33-15-17 and 33-15-31 and the Mayoral Proclamation of Local Emergency for Residential Garbage Collection issue by Mayor Chokwe Lumumba, Jr. February 11, 2022.

**WITNESETH**

WHEREAS, the City is desirous of securing solid waste collection services from Contractor; and

WHEREAS, Contractor desires to provide solid waste collection services to the City;

NOW, THEREFORE, it is hereby agreed as follows:

**1. DEFINITIONS:**

- 1.1 APPROVED GARBAGE CONTAINER** - Approved Garbage Container shall mean a Bag (so long as it and its contents do not exceed sixty (60) pounds) or a metal or plastic can of not less than ten gallons nor more than 30-gallon capacity, fitted with a closely fitting cover.
- 1.2 BAG** - A plastic sack designed to store and enclose Garbage with sufficient wall strength to maintain physical integrity when lifted by its top.
- 1.3 BULK WASTE** - Stoves, refrigerators, water tanks, washing machines, furniture, mattresses, and other waste materials, other than Construction and Demolition Debris and Hazardous Waste, with weights or volumes that preclude or complicate their handling by normal solid waste collection, processing, or disposal methods.
- 1.4 COLLECTION** - The act of removing solid waste from a Residential Unit.
- 1.5 COMMERCIAL SOLID WASTE** - All types of solid waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding residential and industrial waste.
- 1.6 CONSTRUCTION AND DEMOLITION WASTE** - Solid waste resulting from construction, remodeling, repair, or demolition operations on buildings, or other structures, including inert debris, land-clearing debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar material.

- 1.7 **GARBAGE** – All putrescible and non-putrescible waste generated from normal (non-storm related) household and office maintenance, including animal offal and carcasses of less than ten (10) pounds in weight except those slaughtered for human consumption; every accumulation of waste that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or vegetable matter, including, but by no way of limitation, used tin cans and other food containers; and all putrescible or decomposable waste or vegetable matter which is likely to attract flies or rodent, but excluding sewage, human waste, and animal waste.
- 1.8 **HAZARDOUS WASTE** - Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State law or regulations.
- 1.9 **PERSON** - Any individual, corporation, association, partnership, unit of government, state agency, federal agency, or other legal entity.
- 1.10 **RESIDENTIAL UNIT** - A free standing structure within the Service Area constructed for use as a residence and occupied by a person or group of persons comprising a family. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. Each unit of an apartment or condominium dwelling consisting of four (4) or less living units, whether single or multi-level construction, shall be treated as a Residential Unit.
- 1.11 **SERVICE AREA** – The area within the city limits of the City of Jackson, Mississippi, including any annexed areas.
- 1.12 **SOLID WASTE DISPOSAL SITE** – A facility at which municipal solid waste can be disposed, including a landfill and transfer station.
- 1.13 **YARD DEBRIS** – Refers to grass, weeds, leaves, tree and shrubbery pruning and other similar materials generated in the maintenance of lawn and gardens, which are separated from other solid waste.

## 2. **TERM**

The term of this emergency Agreement shall begin April 1, 2022 or within six (6) weeks of issuance of the Notice to Proceed by the City of Jackson, whichever is later, (the "Commencement Date") and continue through March 31, 2023 (the "Initial Term"); provided however, that the Agreement may be terminated upon at least sixty (60) days written notice of procurement of a permanent contract for residential solid waste collection. Within fourteen (14) days of receipt of a fully executed Agreement that has been approved by the City Council or otherwise authorized by a Court of Competent jurisdiction, the City of Jackson shall issue a Notice to Proceed.

**3. SERVICES**

**3.1 General Services.** Contractor agrees, in accordance with the terms and conditions of this Agreement, to furnish all services and equipment necessary for the collection and transportation of Garbage, Yard Debris, and Bulk Waste from Residential Units located within the Service Area to the Solid Waste Disposal Sites designated in Section 14.1.

**3.2 Garbage.** Contractor shall collect Garbage from the curbside of all Residential Units located within the Service Area at a frequency of two (2) times per week.

**3.3 Bulk Waste.** Contractor shall collect up to two (2) items of Bulk Waste from the curbside of each Residential Unit located within the Service Area at a frequency of one (1) time per week.

**3.4 Yard Debris.** Contractor agrees to collect all containerized Yard Debris and up to two (2) cubic yards of uncontainerized Yard Debris, excluding leaves and yard clippings, from the curbside of each Residential Unit located within the Service Area at a frequency of one (1) time per week. Contractor shall not be responsible for the collection of leaves and grass clippings that are not containerized, nor shall Contractor be responsible for collecting more than two (2) cubic yards of uncontainerized Yard Debris from any Residential Unit on the designated collection day for such Residential Unit. Should Contractor suspect that a Residential Unit has placed more than two (2) cubic yards of uncontainerized Yard Debris, Contractor shall notify the City, within twenty-four (24) hours, of the location of such Residential Unit. Contractor and the City shall make a mutual determination of whether a Residential Unit has placed more than two (2) cubic yards of uncontainerized Yard Debris for collection. Should the parties determine that a Residential Unit placed more than two (2) cubic yards of uncontainerized Yard Debris for collection, Contractor shall not be required to collect any of the uncontainerized Yard Debris from such Residential Unit. The City shall then collect such Yard Debris in accordance with the Jackson Code of Ordinances of the City.

**3.5 Municipal Buildings and Facilities.** At no additional charge to the City, Contractor shall collect solid waste from municipal buildings and facilities in accordance with the City Facilities Collection Schedule set forth on Exhibit A, which shall identify (i) the municipal buildings and facilities to which collection services will be provided; (ii) the frequency of collection; and (iii) the number and size of containers to be provided to each municipal building and facility for collection of solid waste.

**3.6 [Reserved]**

**3.7 Monthly Roll-Off Services.** At no additional charge to the City, one day each month, Contractor shall deliver one (1) thirty (30) cubic yard roll-off container to each of the seven (7) wards of the City for the collection of solid waste and Bulk Waste from the residents of the City. The City shall designate the date and specific location that each roll-off container is to be delivered. Each roll-off container shall be available to the City and residents of the City between the hours of 7 A.M. and 5 P.M. on the date selected by the

City, after which, Contractor will transport any waste collected to Little Dixie Landfill, located at 1716 N. County Line Road, Ridgeland, MS, or such other Solid Waste Disposal Site as the parties may mutually agree. The City shall be responsible for providing personnel at each location to monitor the delivery of solid waste and Bulk Waste. The City is responsible for paying the disposal charges, as well as charges for any additional services requested by the City, related to the monthly roll off services.

**3.8 Storm Debris.** Contractor shall not be responsible for the collection or disposal of any increased volume of waste resulting from a flood, hurricane or similar or different acts of God over which Contractor has no control. In the event of such a flood, hurricane or other act of God, Contractor and the City shall negotiate the payment to be made to Contractor for additional services, if Contractor and City agree that the increased volume is to be handled by Contractor. Further, if the City and Contractor reach such an agreement, the City shall grant Contractor variances in routes and schedules as deemed necessary by Contractor.

**3.9 Discontinuance of Services.** Contractor shall discontinue collection service at any location set forth in a written notice sent to Contractor by the City. Upon further notification by the City, Contractor shall resume collection on the next regularly scheduled collection day. The City shall indemnify, and hold Contractor harmless from any claims, suits, damages, liabilities or expenses resulting from Contractor's discontinuing service at any location at the direction of the City.

**4. HOUSE COUNT**

**4.1 Initial House Count:** For purposes of this emergency contract all parties agree the house count, based on the number of habitable structures, is set at 53,869.

**4.2 [Reserved].**

**5. NEWLY DEVELOPED AND ANNEXED AREAS**

If additional territory is annexed into the City subsequent to the execution of this Agreement, the City shall provide written notice to Contractor of the addition of the annexed areas. Contractor will, within thirty (30) days of receipt of such notification from the City, provide the same frequency and quality of service to the annexed areas required by this Agreement. As new homes are constructed and occupied in the City, Contractor shall, after receiving thirty (30) days notification by the City, provide solid waste services as required by the Contract on the next scheduled day of collection following notification. The compensation payable to Contractor shall be adjusted based on the per Residential Unit costs for services provided under this Section 5. Contractor shall be responsible for notifying the City of all locations being serviced which do not appear on the billing register.

**6. POINT OF CONTACT**

All dealings, contacts, etc., between Contractor and the City shall be directed by Contractor to the Solid Waste Division Manager or the designee of the Solid Waste Division Manager.

7. **CONTAINERS**

7.1 **Approved Garbage Containers.** Contractor is not responsible for providing Approved Garbage Containers to Residential Units.

7.2 [Reserved].

7.3 [Reserved].

7.4 [Reserved].

7.5 **Required Use.** Contractor is not responsible for collecting Garbage from Residential Units that is not contained within an Approved Garbage Container.

8. **EXTRAORDINARY WASTE MATERIALS**

Contractor shall not be responsible for the collection of Hazardous Wastes, body wastes, animal waste, abandoned vehicles, vehicle parts, Construction and Demolition Waste, Commercial Solid Waste, large equipment (other than "Bulk Waste"), or dead animals over ten (10) pounds under the terms of this Agreement.

9. **OFFICE AND TELEPHONE CONTACT**

Contractor shall maintain an office and service facilities through which it may be contacted without charge by telephone. The office shall be equipped with sufficient telephones and shall have responsible personnel in charge from 8:00 a.m. until 5:00 p.m., Monday through Friday.

10. **COMPENSATION**

10.1 **Compensation for Collection and Hauling Services.** As compensation for the collection and hauling of Garbage, Bulk Waste, and Yard Debris, the City shall pay to Contractor the sum of Fifteen and 00/100 Dollars (\$15.00) per Residential Unit per month. Such monthly compensation does not include the cost of disposal charged by the Solid Waste Disposal Sites, which shall be billed in accordance with Section 14.2.

10.2 **Compensation for Startup Costs.** Pursuant to Miss. Code Ann. § 33-15-17(d), the governing body of the City of Jackson is responsible for reviewing and approving the need for continuing the local emergency. The Parties hereto understand and agree that the Contractor will incur initial operating and start-up costs associated therewith, including but not limited to truck leases, building lease, performance bond, insurance, equipment, server, computers, phone, software, fuel tank utilities, and travel expenses, to provide the emergency protective services needed by the City under this Agreement. Upon execution of this Agreement, the Parties agree that should the City Council fail to

approve the need for continuing the local emergency or fail to authorize compensation for this Agreement and performance under this Agreement is suspended or terminated, the City shall reimburse the Contractor for the amount of such reasonable itemized operating and start-up costs incurred by the Contractor in connection with this Agreement.

**10.3 Pricing Adjustment for House Count.** From the Commencement Date until the completion of the Initial House Count, the total number of Residential Units for which Contractor shall be compensated in accordance with Section 10 is 53,869. Notwithstanding the foregoing, if additional Residential Units are added to the Service Area as a result of annexation by the City, Contractor's compensation shall be adjusted immediately and without the necessity of an Additional House Count. For purposes of determining the amount of Contractor's monthly compensation, in no event shall the house count be below 53,869 Residential Units during the term of this Agreement.

**10.4 C.P.I. Adjustments.** The Compensation payable by the City to the Company under Section 10.1 shall be adjusted annually by the same percentage as the Consumer Price Index for All Urban Consumers, Garbage and Trash Collection, (1983=100), Not Seasonally Adjusted, (published by the Bureau of Labor Statistics, U.S. Department of Labor) ("C.P.I.") shall have increased or decreased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. The initial rate adjustment shall take effect on the first anniversary date of the Commencement Date, and rate adjustments for succeeding contract years shall take effect on the successive anniversary dates of the Commencement Date during each succeeding year throughout the term hereof. Monthly payments due by the City to the Company shall be adjusted to compensate for such annual rate increases.

**10.5 Taxes and Surcharges.** In the event that Contractor becomes liable for or is required to pay any governmental tax or surcharge in connection with the services provided for under the terms of this Agreement, such tax or surcharge shall be the responsibility of the City and shall be payable to Contractor in addition to Contractor's normal monthly compensation.

**10.6 Submission and Payment of Bills.** Contractor shall bill the City for services rendered within ten (10) days following the end of the month in which services are rendered and the City shall pay Contractor on or before the 25th day following the end of such month.

## **11. PERFORMANCE BOND:**

Within five (5) days of receipt of a fully executed Agreement by Contractor and Notice to Proceed from the City of Jackson, Contractor shall furnish and provide a performance bond in the amount of One Million Dollars (\$1,000,000.00) to secure Contractor's performance of this Agreement. The bond shall remain in full force and effect for the duration of the Agreement and shall be valid and irrevocable for the duration of the Agreement.



The bond shall serve as security for the faithful performance of this Agreement and shall not be released until expiration of this Agreement. A duly authorized surety company, licensed and doing business in Mississippi and countersigned by a resident agent, shall issue the surety on such bond. The performance bond shall be procured at Contractor's expense. The City reserves the right to review the bond and require Contractor to provide a substitute bond, at Contractor's expense, in such form as the City may reasonably require. The City further reserves the right to require Contractor, at Contractor's expense, to provide an updated bond based upon the value of the contract and the services performed. The bonds must specifically refer to this Agreement and shall bind the surety to all the terms and conditions of this Agreement.

**12. HOURS AND DAYS OF OPERATION**

Residential route collection shall not begin prior to 7:00 a.m. each day or continue after 9:00 p.m. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. Contractor will not be responsible for providing service on the following holidays:

New Year's Day  
Thanksgiving Day  
Christmas Day

Dr. Martin Luther King's Birthday  
Independence Day

Contractor is not required to provide a make-up day to collect solid waste from Residential Units affected by the cancellation of services on the foregoing holidays. Without limiting the foregoing, Contractor shall be responsible for publicizing (and the expense of publishing) any changes in collection schedules due to holiday observance. Proper publicizing will include the placement of advertisements or public service announcements serving the affected area.

**13. INDEMNITY**

Contractor shall indemnify and save harmless the City, its officers, agents, servants, and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees solely resulting from a willful or negligent act or omission of Contractor, its officers, agents, servants, and employees in the performance of this Agreement as determined by a court of competent jurisdiction; provided, however, that Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Agreement or for a willful or negligent act or omission of the City, its officers, agents, servants and employees.

**14. DISPOSAL**

**14.1 Designated Disposal Sites and Processing Facilities.** All Garbage, Bulk Waste, and Yard Debris collected by Contractor shall be delivered by Contractor to the Waste Management Clearview Landfill located in Scott County, Mississippi or to Waste Management's MDEQ-permitted Transfer Station in the City of Jackson. The City has the authority to require that Garbage, Bulk Waste, and Yard Debris be delivered to such other Solid Waste Disposal Sites or Materials Processing Facilities as the City may designate; provided, however, that in such event, Contractor's compensation shall be subject to adjustments as addressed in Section 10.

**14.2 Disposal Charges.** The City shall be responsible for all disposal charges applicable to the disposal of waste at the Solid Waste Disposal Sites identified in Section 14.1 or otherwise designated by the City, and any such charges paid by the Contractor, plus a reasonable margin, will be billed to the City separately from the compensation set forth in Section 10.1 and will be paid by the City.

**15. INSURANCE**

During the Term of this Contract, Contractor shall maintain in full force and effect the following minimum insurance:

<u>Coverage</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory
Employer's Liability	\$ 500,000.00
Bodily Injury Liability	\$ 1,000,000.00 each occurrence
except Automobile	\$ 2,000,000.00 aggregate
Property Damage Liability	\$ 1,000,000.00 each occurrence
except automobile	\$ 1,000,000.00 aggregate
Automobile Bodily Injury	\$ 1,000,000.00 each person
Liability	\$ 2,000,000.00 each occurrence
Automobile Property	
Damage Liability	\$ 1,000,000.00 each occurrence
Excess Umbrella Liability	\$ 5,000,000.00 each occurrence

Contractor shall provide proof of existence of said policies to the City prior to the Commencement Date of the Agreement. The City shall be included as an additional insured on the comprehensive general liability and automobile liability policies.

**16. LOCATION OF COLLECTION**

Approved Garbage Containers shall be placed in a location that is readily accessible to Contractor and its equipment, not to exceed five (5) feet from the curb or edge of the traveled portion of road or street. The City will aid Contractor in resolving problems relating to the location of Approved Garbage Containers.

**17. SERVICE INQUIRIES**

All complaints shall be made directly to Contractor. Contractor shall give all complaints prompt and courteous attention. In the case of an alleged missed schedule collection, Contractor shall investigate and if such allegations are verified, shall arrange for collection within twenty-four (24) hours of the time the complaint was received.

Contractor shall maintain forms or a log indicating the time a complaint or request is received, the nature of the complaint or request, and the disposition of same. Such records shall be available for the City's inspection at all times during normal working hours.

Contractor shall furnish to the City on a monthly basis:

A. A report of the service locations not served on the regularly scheduled service day during the preceding month and the reason service could not be provided.

B. A report of complaints received during the preceding month and the resolution of these complaints. The City may require Contractor to make personal supervisory contact to resolve a service complaint.

#### **18. NOTIFICATION OF CUSTOMERS**

Contractor shall notify all customers about complaint procedures, changes in services, days of collection and other information regarding the services provided by the Contractor under this Agreement. Except for holiday service changes, Contractor and City shall agree on all service changes thirty (30) days prior to any change in service. Except for holiday changes, the Contractor shall notify all affected customers thirty (30) days prior to the change. The method of customer notification shall be a combination of door hanger, mailing and/or media advertising approved by the City. To the extent there are services changes from the existing service, within ten (10) days of the execution of this Agreement, the Contractor shall deliver printed information about its services under this Agreement to every Residential Unit pursuant to the methods of notification set forth herein.

#### **19. CONTRACTOR'S PERSONNEL**

19.1 Contractor shall assign a qualified person to be in charge of its performance of this Contract.

19.2 Contractor's collection employees shall wear a uniform and shirt bearing Contractor's name and the name of the individual employee.

19.3 Each employee shall, at all times, carry a valid driver's license for the type of vehicle he is driving.

19.4 Contractor shall provide operating and safety training for all personnel.

19.5 No person shall be denied employment by Contractor for reasons of age, race, sex, creed, or religion or national origin.

20. **FORCE MAJEURE.**

From and after the Commencement Date, Contractor's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of Contractor. Such causes may include, by way of example and not limitations, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials, judicial administrative or governmental laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any governmental body to issue, grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the services envisioned by this Agreement; national defense requirements; labor strike, lockout or injunction.

21. **PERMITS AND LICENSES**

Contractor shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect.

22. **TERMINATION**

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the other party may: (a) terminate this Agreement as of any date which the said other party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; (b) cure the breach or default at the expense of the breaching or defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right for all damage or loss suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

22.1 **TERMINATION FOR CONVENIENCE**

A. Either party may terminate this contract in whole or in part, for convenience. The terminating party shall give written notice of the termination to the other party specifying the part of the contract terminated and when termination becomes effective.

B. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor

will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the City to the extent that Contractor is authorized to do so. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

**23. EXCLUSIVE CONTRACT**

Contractor shall have the sole and exclusive right to provide residential solid waste collection services for and on behalf of the City. This Agreement shall not constitute a franchise or exclusive right to collect solid waste from other commercial, institutional and industrial units within the City.

**24. NOTICE**

A letter addressed and sent by certified United States Mail to either party at the business address specified shall be sufficient notice whenever required for any purpose in this Contract. Also, the address designated at this address may be changed from time to time by written notice sent by Certified United States Mail as provided herein.

City:                   **City of Jackson  
Attn: Mayor  
219 South President Street  
Jackson, Mississippi 39201**

with a copy to:       **City Attorney  
Office of the City Attorney  
455 East Capitol Street  
Jackson, Mississippi 39201**

and:                   **Public Works Director  
Warren Hood Administration Building  
200 South President Street  
Jackson, Mississippi 39201**

Contractor:           **Mr. Alvin Richard  
Richard's Disposal, Inc.  
11600 Old Gentilly Road  
New Orleans, Louisiana 70129**

with a copy to:       **John L. Walker, Esq.  
Walker Group, PC  
P.O. Box 22849  
Jackson, Mississippi 39225-2849**

**25. MODIFICATION**

This Contract constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

**26. COMPLIANCE WITH LAWS**

Contractor shall conduct operations under this Contract in compliance with all applicable laws, provided, however, that the terms of this Contract shall govern the obligations of Contractor where conflicting ordinances exist.

**27. LAW TO GOVERN**

This Contract shall be governed by the laws of the State of Mississippi both as to interpretation and performance.

**28. SUCCESSORS AND ASSIGNS**

This Agreement may not be assigned by any party without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

**29. MINORITY / WOMEN BUSINESS ENTERPRISE PARTICIPATION:**

Contractor agrees that it will strive to comply with the Equal Business Opportunity Plan attached hereto as Exhibit B. Contractor shall provide monthly reports to the EBO Office, City of Jackson, in accordance with local ordinance.

[Signature page follows.]

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original on the day and in the year first above mentioned.

**THE CITY OF JACKSON, MISSISSIPPI**

Angela Harris  
Witness

BY: [Signature]  
ITS: Mayor

**RICHARD'S DISPOSAL, INC.**

Deidra [Signature]  
Witness

BY: [Signature]  
ITS: President

**EXHIBIT A**

**City Facilities Collection Schedule**

**[Attached]**



**EXHIBIT B**

**Equal Business Opportunity Plan**

**[Attached]**

**Exhibit A**  
**Solid Waste Collection for City Facilities**

Facility	Location	Number of Dumpsters/ Garbage Can	Size of Dumpsters	Collection Per Week
Jackson City Complex	200 S. President	1	8	5
Mynelle Gardens	4736 S. Clinton Blvd	1	4	2
Virден Teen Center	3159 Edwards Ave	1	8	1
Jones Daycare Center	2050 Martin Luther King Dr.	1	8	1
Ms. Arts Center	201 E. Pascagoula Street	1	8	3
Sykes Park	470 Sykes Park	1	6	2
Smith Wills Stadium	1200 Lakeland Drive	1	HP	5
Battlefield Park	953 W. Porter Street	8	HP	2
Aging Services	326 South Street	1	6	2
TL Love Community Center	2912 Holmes Avenue	1	8	o/c
Virден Park Daycare	3159 Edwards Avenue	1	HP	o/c
Golden Key Community Center	3450 Albermarle Road	1	HP	2
Water Plant	2302 Laurel Street	1	8	2
OB Curtis Water Plant	100 OB Curtis Drive	1	8	2
Engineering Water Maintenance	4225 Michael Avalon	2	8	2
Grove Park Golf Course	1800 Walter Welch	1	8	1
Champion Community Center	1355 Hattiesburg Street	1	HP	1
Sonny Guy Golf Course	3200 Woodrow Wilson	1	8	2
Traffic Engineering	Ford Avenue	1	8	2
Jayne Avenue Community Center	3615 Jayne Avenue	1	8	1
City Vehicle Maintenance	4225 Michael Avalon	1	8	3
Jackson Fire Garage	318 Oakdale	1	8	1
Jackson Fire Dept #1	555 S. West Street	1	4	2
Jackson Fire Station #23	2640 Raymond Rd.	1	HP	2
Jackson Fire Station #16	1400 Lakeland Dr.	1	HP	2
Jackson Fire Station #12	2435 McFadden Rd.	1	HP	2
Jackson Fire Station #14	3801 Lynch Street	1	HP	o/c
Jackson Fire Station #19	5810 Ridgewood Road	1	HP	2
Jackson Fire Station #6	101 Livingston Park Drive	1	HP	2
Jackson Fire Station #11	3860 Terry Road	1	HP	2
Jackson Fire Station #15	4943 Clinton Blvd.	1	HP	o/c
Jackson Fire Station #22	1590 Lakeshore Drive	1	HP	2
Jackson Fire Station #25	4084 N. Siwell Road	1	HP	2
Jackson Fire Station #20	4445 Medgar Evers Blvd	1	HP	2

Jackson Fire Station #24	1240 Wiggins Road	1	HP	2
Jackson Fire Station #3	333 E. Fortification Street	1	HP	2
Jackson Fire Station #5	1810 N. State Street	1	HP	2
Jackson Fire Station #7	4625 N. State Street	1	HP	2
Jackson Fire Station #17	1490 Canton Mart Road	1	HP	2
Jackson Fire Station #21	5381 Watkins Drive	1	HP	2
Jackson Fire Station #10	355 W. Woodrow Wilson Dr.	1	HP	2
Jackson Fire Station #26	2223 Flag Chapel Road	1	HP	o/c
JPD Headquarters	327 E. Pascagoula Street	1	8	4
JPD Precinct #3	3925 Northside Dr.	1	8	1
Jpd Training Center	3000 St. Charles Street	1	8	4
JPD Firing Range	1005 E. McDoweel Road	1	6	1
JPD Precinct #4	4940 Old Canton Road	1	HP	2
JPD Precinct #1	2941 Terry Road	1	HP	2
COJ Environmental Services	810 Ccooper Road	2	HP	o/c
Metrocenter Precinct 2	1000 Metrocenter Dr	1	20yd	1
Parks and Recreation	3880 Bullard	1	20yrd	2
Jackson Zoological Park	2918 W. Capitol St	1	20 yrd	2





Exhibit B

EQUAL BUSINESS OPPORTUNITY (EBO) PLAN

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

I. Company Name: Richard's Disposal, Inc.  
Address: 11600 Old Gentilly Rd.  
City: New Orleans State: LA ZIP Code: 70129  
Telephone: 504 241-2142  
E-mail: support@richardsdisposal.com

II. Bid Name and Number: Request for Proposal for Solid Waste Collection

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

IV. WAIVER REQUESTED (If you fail to meet either or all of the EBO Participation Goals check this box and follow the directions below to provide the required WAIVER STATEMENT. The "Waiver Statement" should be submitted on company letterhead to the EBO Officer.)

\* The bidder/offeror shall provide the following as evidence of its good faith efforts and will

*be evaluated on the same:*

- (a) Copies of written notification to MBEs and FBEs soliciting their participation as a subcontractor.
- (b) Evidence of efforts made to divide the work into economically feasible units in order to increase the likelihood of meeting the EBO participation goals.
- (c) Evidence of efforts made to negotiate with MBEs and/or FBEs, including, at a minimum:
  - 1. The names, addresses, and telephone numbers of the MBE and FBEs who were contacted.
  - 2. A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.

3. A statement of reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached.
4. Evidence of efforts made to assist the MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires.
5. For each MBE and FBE contacted which the bidder or offeror considered to be not qualified, include a written statement of the reasons for the bidder's or offeror's conclusion.
6. Written quotes solicited from all MBEs and FBEs seeking subcontract work with Prime Contractors at the time of the bidding.
7. A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.

*\*If you are unable to locate an MBF/FBE, please contact the Business Development Division at (601) 960-1055.*

**VI. Minority and Female Business Enterprise Actual Participation for this Bid/Offer/Proposal:**

*(\*Please list your MBE and FBE Project Participation percentages (%) in the Table below.)*

PROCUREMENT CATEGORY	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services					
Construction					
Goods & Non-Professional Services		6.78			3.03

**VII. REPLACEMENT OF MBE/FBE**

If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO Office immediately both in writing and by phone. All MBF/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section XI of the EBO Executive Order No. 2014-3



VIII. CERTIFICATION

I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that my company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service and abide by all EBO guidelines.

Alvin L. Richard Jr.  
Authorized Signature and Title

11/22/21  
Date

PRINT "AUTHORIZED" NAME HERE: Alvin L. Richard Jr

EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION -- ATTACHMENT  
Proposed Minority/Female Business Enterprise Firms  
(This Sheet is to be duplicated and used for each firm)

Company Name: Cascade Engineering Inc.

Type Trade/Business: Curts

Address: 3400 Innovation Court Street SE

City, State, ZIP: Grand Rapids, MI 49512

Contact Person: Bob Durdin

Telephone Number: 901.569.1883

Type Minority Business (MBE/FBE):

- Female (FBE)
- African-American (AABE)
- Asian (ABE)
- Hispanic (HBE)
- Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

- Subcontractor
- Supplier
- Joint Venture
- Mentor-Protege

Type Work or Service to be Performed: Supply Curts, Assemble, Deliver, & maintain repairs

Scope of Work to be Performed: Supply Curts, Assemble, Deliver, & maintain Repairs

Percentage of MBE and/or FBE Participation: 3.03 %

EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION -- ATTACHMENT  
Proposed Minority/Female Business Enterprise Firms  
(This Sheet is to be duplicated and used for each firm)

Company Name: Expert Professional Solutions, Inc Type Trade/Business: Information Technol.  
Address: 1230 Raymond Rd, Suite 1012  
City, State, ZIP: Jackson, MS 39204  
Contact Person: Ajit Webster  
Telephone Number: 601.879.5116

Type Minority Business (MBE/FBE).

- Female (FBE)
- African-American (AABE)
- Asian (ABE)
- Hispanic (HBE)
- Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

- Subcontractor
- Supplier
- Joint Venture
- Mentor-Protégé

Type Work or Service to be Performed: Information Technology  
Scope of Work to be Performed: Information Technology  
Percentage of MBE and/or FBE Participation: 61.78 %

EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION -- ATTACHMENT  
Proposed Minority/Female Business Enterprise Firms  
(This Sheet is to be duplicated and used for each firm)

Company Name: H&P Construction & Consulting Type Trade/Business: Construction & Consulting  
Address: 329 Columbus St  
City, State, ZIP: Jackson, MS 39202  
Contact Person: Mike Walker  
Telephone Number: 601.832.6468

- Type Minority Business (MBE/FBE):
- Female (FBE)
  - African-American (AABE)
  - Asian (ABE)
  - Hispanic (HBE)
  - Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

- Subcontractor
- Supplier
- Joint Venture
- Mentor-Protegé

Type Work or Service to be Performed: Consulting  
Scope of Work to be Performed: consulting  
Percentage of MBE and/or FBE Participation: 6.78 %

# RICHARD'S DISPOSAL, INC.

11600 Old Gentilly Road  
New Orleans, LA 70129

Phone: (504) 241-2142

Fax: (504) 244-9799

November 23, 2021

Yika Hoover  
Minority Business Development Manager  
Equal Business Opportunity Division  
City of Jackson  
200 South President Street  
2<sup>nd</sup> Floor, Suite 223  
Jackson, MS. 39201

RE: EBO WAIVER REQUESTED for Solid Waste Collection Services City of Jackson, Mississippi

Dear Yika Hoover:

Thank you for the opportunity to submit a proposal to The City of Jackson to provide residential solid waste collection and transportation.

Richard's Disposal, Inc. (RDI) is committed to the principle of non-discrimination and is fully willing to adhere to Jackson's EBO Policy.

We have utilized the Registered Directory and have not found anyone certified as an ABE or HBE to work with for this solid waste contract. We are willing to work with Jackson's EBO Office to continue searching to find certified vendors in these categories to work with before the contract begins.

Thank You,



Alvin L. Richard Jr.  
Owner/President



**ORDER AUTHORIZING THE COMPROMISE AND SETTLEMENT OF A CLAIM FOR WORKERS  
COMPENSATION BENEFITS IN MWCC # 1602131-P-9835-E 21**

OFFICE OF THE CITY ATTORNEY  
*C. Martin*

**WHEREAS**, a law enforcement officer employed by the City of Jackson sustained a work related injury in the course and scope of his employment on February 3, 2016; and

**WHEREAS**, on February 3, 2016, the City of Jackson was a qualified self-insurer of benefits payable under the Mississippi Workers Compensation Act; and

**WHEREAS**, the law enforcement officer reached maximum medical improvement from the injuries sustained but has a residual impairment and medically recommended restrictions associated with lifting, weigh carry, and pushing and pulling; and

**WHEREAS**, the law enforcement officer was paid permanent partial disability benefits based upon the rating in accordance with Section 71-3-17 ( c) of the Mississippi Code; and

**WHEREAS**, because there are medically recommended restrictions, there is likelihood that the Mississippi Workers Compensation Commission will conclude that the law enforcement officer is entitled to additional benefits associated with industrial loss of use; and

**WHEREAS**, the Office of the City Attorney has evaluated the claim and determined that payment of the additional sum of \$26,752.88 in complete compromise and satisfaction of the law enforcement officer's claim for medical and indemnity benefits pursuant to Section 9 (i) of the Mississippi Workers Compensation Act is reasonable; and

**WHEREAS**, the payment of the \$26,752.88 is in addition to sums previously paid by the City of Jackson for indemnity and medical; and

**WHEREAS**, the best interest of the City of Jackson would be served by the payment of \$26,752.88 in compromise and settlement of the law enforcement officer's claim for indemnity and medical benefits;

**WHEREAS**, compromise and settlement of the law enforcement officer's claim will be subject to the approval of the Mississippi Workers Compensation Commission; and

**IT IS HEREBY ORDERED** that the claim pending in MWCC # 1602131-P-9835-E 21 may be compromised for the sum of \$26,752.88 subject to the approval of the Mississippi Workers Compensation Commission.

**IT IS HEREBY ORDERED** that the Office of the City Attorney shall be authorized to perform acts necessary to effect the settlement and obtain a release of the workers compensation liability of the City of Jackson provided the acts are in accord with the Mississippi Workers Compensation statutes and the content of this order.

Agenda No. **25**  
Agenda Date: March 1, 2022  
(C. Martin, Lumumba)

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

**February 23, 2022**  
**DATE**

POINTS	COMMENTS																																													
1. <b>Brief Description/Purpose</b>	Order Authorizes the Office of the City Attorney to settle and compromise a claim pending before the Mississippi Workers Compensation Commission for injury sustained by law enforcement officer during the course of apprehending suspect																																													
2. <b>Public Policy Initiative</b>	No policy initiative – compromise and settlement of a claim against municipality under the Mississippi Workers Compensation Act																																													
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. <b>Who will be affected</b>	City of Jackson, law enforcement officer, attorney for officer, Mississippi Workers Compensation Commission																																													
4. <b>Benefits</b>	City's exposure for future medicals extinguished.																																													
5. <b>Schedule (beginning date)</b>	Upon approval of Mississippi Workers Compensation Commission																																													
6. <b>Location:</b>																																														
§ <b>WARD</b>	No specific area - general government																																													
§ <b>CITYWIDE (yes or no)</b> (area)																																														
§ <b>Project limits if applicable</b>																																														
7. <b>Action implemented by:</b>	Office City Attorney																																													
§ <b>City Department</b>																																														
§ <b>Consultant</b>																																														
8. <b>COST</b>	\$26,752.88																																													
9. <b>Source of Funding</b>																																														
§ <b>General Fund</b>	General fund allocation for workers compensation benefits and medicals																																													
§ <b>Grant</b>	City self-insured for workers' compensation during year of injury																																													
§ <b>Bond</b>																																														
§ <b>Other</b>																																														
10. <b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><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>
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>																																						



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

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This ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF MUNICIPAL EMPLOYEE IN MWCC 1602131-P-9835-E 21 is legally sufficient for placement in NOVUS.

  
Catoria Martin, City Attorney

2/23/22  
Date

  
Carrie Johnson, Deputy City Attorney

**ORDER TERMINATING**

**AS DEPUTY CLERK OF COUNCIL**

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

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

**WHEREAS**, on or before July 6, 2021, the Jackson City Council previously appointed to fill the position of Deputy Clerk of the Council; and

**WHEREAS**, the Deputy Clerk of Council position is at-will employment serving at the will and pleasure of the Jackson City Council; and

**WHEREAS**, the governing authorities for the City of Jackson have determined that is not a suitable person to serve as Deputy Clerk of the Council.

**IT IS HEREBY ORDERED** that        shall be terminated effective January 21, 2022; and

**IT IS HEREBY FURTHER ORDERED** that all compensation and applicable fringe benefits paid to        shall be terminated.

Agenda Item 26  
Agenda Date March 1, 2022  
(S.Jordan)



**ORDER APPOINTING ARTEZ SMITH AS DEPUTY COUNCIL CLERK ON A PART-TIME BASIS.**

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

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

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

**WHEREAS**, prior to formal action of the Jackson City Council, Artez Smith was permitted and allowed to provide services as a Deputy Clerk of Council beginning on June 14, 2020; and

**WHEREAS**, Artez Smith received compensation for the services which were provided on June 14, 2020; and

**WHEREAS**, the best interest of the City of Jackson would be served by appointment of Artez Smith as a Deputy Clerk of Council for part-time service and ratifying the previously paid compensation for services rendered from June 14, 2020 through the present;

**IT IS HEREBY ORDERED** that compensation paid to Artez Smith for services rendered to the Jackson City Council from June 14, 2020 to the present shall be ratified.

**IT IS HEREBY ORDERED** that *Artez Smith* shall be appointed to serve as Deputy Clerk of the Council on a part-time basis commencing on March 6, 2022.

**IT IS HEREBY ORDERED** that *Artez Smith's* appointment as Deputy Clerk of Council shall be part-time and shall not exceed 20 hours per week.

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

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

**IT IS HEREBY ORDERED** that Mississippi's law concerning at will employment shall remain unchanged by the appointment of *Artez Smith* as Deputy Clerk of the Council.

Agenda Item No. 27  
Agenda Date March 1, 2022  
(Jackson City Council)



**RESOLUTION OF THE JACKSON CITY COUNCIL IN SUPPORT OF DIVERSITY, TRUTH IN TEACHING AND THE FREE EXCHANGE OF IDEAS IN PUBLIC INSTITUTIONS OF HIGHER LEARNING, COMMUNITY/JUNIOR COLLEGES, AND THE K-12 LEVEL.**

**WHEREAS**, several states have passed legislation that bans or limits academic and educational discussions of racism at public institutions of higher learning, as well as in elementary and secondary schools; and

**WHEREAS**, these bills are equivalent to educational gag orders that are intended to shy away from the analytics of how systemic racism came about in the United States and the evolution of discriminatory practices; and

**WHEREAS**, the Mississippi State Senate passed S.B. 2113 in January 2022, which purportedly bans teaching “critical race theory” in all state-funded institutions from kindergarten through college;<sup>1</sup> and

**WHEREAS**, the face of the bill appears harmless, the effect of enacting such legislation would likely discredit, stifle, and penalize diversity and free inquiry and open discussions about how past and current racism still inform the inequities that people experience today; and

**WHEREAS**, members of the Jackson City Council have taken note that every Black member of the Mississippi state Senate walked out of the legislative chamber in protest as the remaining body passed the bill; and

**WHEREAS**, the Jackson City Council is compelled to assert moral authority and conscience on this issue by virtue of its position as the legislative body for the capital and largest city in the state; and

**WHEREAS**, the Jackson City Council is obliged to articulate and acknowledge the intent of S.B. 2113; and

**WHEREAS**, the Jackson City Council finds the bill to be offensive to free speech guaranteed in the First Amendment to the United States Constitution; and

**WHEREAS**, the Jackson City Council finds S.B. 2113 to be an insult to academic freedom and the fundamental concept that educators at public institutions of higher learning should be able to formulate theories, adopt conclusions, and express opinions in their disciplines and areas of special competence, including ideas which are not commonly understood or accepted, without undue government scrutiny or censorship; and

**WHEREAS**, the Jackson City Council finds that the bill runs contrary to the plain language of Section 213-A of the Mississippi Constitution which mandates that public universities “shall be under the management and control” of the Board of Trustees for the State Institutions of Higher Learning; and

**WHEREAS**, the Jackson City Council finds that such a restriction on free inquiry and open discussion may have a negative effect on the accreditation of the state's educational institutions; and

**WHEREAS**, the Jackson City Council finds that this legislation endangers the very existence of minority enrichment programs and organizations that foster diversity and increase access for underrepresented groups in public education; and

**WHEREAS**, the Jackson City Council finds that S.B. 2113 is unnecessary in that reasoned criticism, civil pushback, a variety of perspectives, peer review, and faculty governance and boards are already in place within public academic institutions to guard against anti-intellectual indoctrination and abuse of power; and

**WHEREAS**, the Jackson City Council also finds that S.B. 2113 is unproductive, lawsuit prone, and will serve only to hinder excellent public education, if passed into law; and

**WHEREAS**, the Jackson City Council hopes that the same level of passion and energy the Mississippi State Senate demonstrated in passing S.B. 2113 will be turned toward working with the City of Jackson and all other political subdivisions of the state in creating economic opportunities, inspiring relocation to our state, combatting crime, creating a just and adequate public defender system, and building a physical and social infrastructure that will support a contemporary and righteous iteration of Mississippi.

**THEREFORE, BE IT RESOLVED**, that members of the Jackson City Council are committed to standing in solidarity with those state leaders who support diversity, truth in teaching and the free exchange of ideas in public institutions of higher learning, community/junior colleges, and the K-12 level.

Agenda Item No. 28  
Agenda Date March 1, 2022  
(BANKS, HARTLEY)

**RESOLUTION OF THE GOVERNING AUTHORITIES OF THE CITY OF JACKSON,  
MISSISSIPPI SUPPORTING THE INTERNATIONAL MUSEUM OF MUSLIM  
CULTURES (IMMC'S) "CITY OF JACKSON BELOVED COMMUNITY- AN  
INTEGRATED TRANSFORMATION PILOT PROJECT".**

**WHEREAS**, the Citizens of Jackson have demonstrated the desire to live in a "Beloved Community". According to Dr. Martin Luther King, Jr., the Beloved Community is "a global vision where all people can share in the wealth of the earth; and poverty, hunger, and homelessness will not be tolerated; racism or human hierarchy and all forms of discrimination, bigotry and prejudice will be replaced by an all-inclusive spirit of sisterhood and brotherhood. Further, disputes will be resolved by peaceful conflict-resolution, equity, and healing, instead of violence. Love and trust will triumph over fear and hatred, and peace with justice will prevail"; and

**WHEREAS**, the Mayor and City Council aim to provide opportunities for the citizens of Jackson to live in a Beloved Community: and

**WHEREAS**, In the State of the City's Address, Mayor Lumumba stated, "The heart of our vision for moving forward is continuing to build the Dignity Economy." "This is a city where "happiness and quality of life is not reserved for the few...Residents live in affordable housing and feel safe in their communities...Quality physical and mental healthcare and healthy foods, and living wage jobs are in abundance...Quality education is a given...[and so is] clean water and clean air." This position, as stated by the mayor represents "A radical departure from business as usual"; and

**WHEREAS**, IMMC is America's first Muslim Museum dedicated to educating the public about Islamic history and culture and the contributions of the diverse Muslim communities to America and the world; and

**WHEREAS**, Ranked 4<sup>th</sup> among the 10 Best Religious Museums in America by USA Today, IMMC is one of the foremost institutions in the country, addressing racial equity, justice, and healing work that has as its foundation, engaging across the divide of race, class, gender, generation, Ethnicity and religion to bring people of different backgrounds together to understand our shared humanity; and

**WHEREAS**, IMMC's religious-based social justice model connects the Civil Rights and African American Muslim Movements as parallel movements to One Freedom Struggle in America. Thus, this transformative solution-based project centers religious freedom and moral values within the fight for civil rights and human dignity, stressing the "intersectionality" of religion and government—"the Laws of Nature and Nature's God" to drive a radical reform in Mississippi's policy-based structure. This model creates dynamic interfaith and broad-based community partnerships to tackle the devaluing of human life and restoral of inner dignity that are fundamental for addressing the social issues the City faces to build the Beloved Community; and

**WHEREAS**, IMMC's community engagement strategy and Project's outreach work includes building twelve new intergenerational teams (up to 5 members each) representing three categories of Jacksonians: three teams of "influencers"—faith/inter-religious, arts and culture, and racial equity practitioners; eight teams of "Stakeholders"—in education (K-16), criminal justice, healthcare/insurance, housing, business, economic development/entrepreneurship, and infrastructure, along with members representing marginalized communities; and one team of "Policy Makers"—representing local and state government. This inclusive, diverse, and broad-based team represents marginalized communities and people with capacity to influence and make sustainable changes in policy to heal and improve the lives of all Jacksonians and establish the Beloved Community. (Please see attached the chart illustrating our work plan); and



**WHEREAS**, IMMC will begin its integrated and collaborative work in a specified area in the City of Jackson, as the pilot project. Once IMMC quantifies and measures the improvements made in that specified area of Jackson, the Program will then be expanded throughout the City of Jackson.

**NOW, THEREFORE, BE IT RESOLVED** that the governing authorities of the City of Jackson, Mississippi formally supports IMMC in the “City of Jackson Beloved Community—An Integrated Transformation Pilot Project. Thus, the City of Jackson will assist IMMC in bringing the community to the table for engagement. Further, the City will support IMMC in providing letters of endorsement to support its pursuit of funding opportunities for the Project.

**Agenda Item 29**  
**Agenda Date March 1, 2022**  
**(Banks)**