



**REVISED**

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

**March 29, 2022**

**AGENDA**

**10:00 AM**

**CALL TO ORDER BY THE PRESIDENT**

**INVOCATION**

1. **PASTOR CHARLIE H. CLARK OF WE CARE CHURCH**

**PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING**

2. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING MARTIN LUTHER KING, JR. DRIVE FROM FORTIFICATION STREET TO COHEA STREET TO LAWRENCE TURNER DRIVE. (STOKES)**
3. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING THE HONORARY NAMING OF NASHVILLE STREET FROM EMINENCE ROW TO MAYES STREET TO MR. WILLIE WRIGHT, SR. 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. **APPROVAL OF THE FEBRUARY 10, 2022 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, LINDSAY)**
6. **APPROVAL OF THE FEBRUARY 15, 2022 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, LINDSAY)**
7. **APPROVAL OF THE AUGUST 19, 2021 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, LINDSAY)**
8. **APPROVAL OF THE FEBRUARY 24, 2022 SPECIAL COUNCIL MEETING MINUTES (S.JORDAN, LINDSAY)**

9. APPROVAL OF THE FEBRUARY 28, 2022 REGULAR ZONING COUNCIL MEETING MINUTES. (S.JORDAN, LINDSAY)
10. APPROVAL OF THE MARCH 1, 2022 REGULAR COUNCIL MEETING MINUTES. (S.JORDAN, LINDSAY)
11. APPROVAL OF THE MARCH 4, 2022 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, LINDSAY)
12. APPROVAL OF THE MARCH 8, 2022 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, LINDSAY)
13. APPROVAL OF THE MARCH 10, 2022 EMERGENCY SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, LINDSAY)
14. APPROVAL OF THE MARCH 21, 2022 REGULAR ZONING COUNCIL MEETING MINUTES. (S.JORDAN, LINDSAY)
15. APPROVAL OF THE MARCH 21, 2022 SPECIAL COUNCIL MEETING (PLANNING SESSION) MINUTES. (S.JORDAN, LINDSAY)
16. APPROVAL OF THE MARCH 22, 2022 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, LINDSAY)
17. APPROVAL OF THE MARCH 24, 2022 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, LINDSAY)

#### **INTRODUCTION OF ORDINANCES**

##### **ADOPTION OF ORDINANCE**

18. ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING MARTIN LUTHER KING, JR. DRIVE FROM FORTIFICATION STREET TO COHEA STREET TO LAWRENCE TURNER DRIVE. (STOKES)
19. ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING THE HONORARY NAMING OF NASHVILLE STREET FROM EMINENCE ROW TO MAYES STREET TO MR. WILLIE WRIGHT, SR. DRIVE. (STOKES)

##### **REGULAR AGENDA**

20. CLAIMS (MALEMBEKA, LUMUMBA)
21. PAYROLL (MALEMBEKA, LUMUMBA)
22. ORDER AUTHORIZING THE MAYOR TO REVISE THE 2021/2022 FISCAL YEAR BUDGET FOR THE CITY OF JACKSON, DEPARTMENT OF HUMAN AND CULTURAL SERVICES, TO TRANSFER FUNDS FROM THE SUNDRY-CONTINGENCIES CATEGORY TO VARIOUS CATEGORIES LISTED BELOW IN THE AMOUNT OF \$175,000. (KIDD, LUMUMBA)
23. ORDER AUTHORIZING MAYOR TO EXECUTE MEMORANDUM OF UNDERSTANDING BETWEEN RUSSELL C. DAVIS PLANETARIUM AND STORAGEMAX FOR LEASE OF A STORAGE UNIT. (KIDD, LUMUMBA)
24. ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS (ABS) FOR A KONICA MINOLTA BIZHUB C360i DIGITAL COLOR COPIER/PRINTER, STATE CONTRACT NUMBER 8200056217, TO BE USED BY THE JACKSON CITY ZOO. (HARRIS, WETZEL, LUMUMBA)

25. **ORDER AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION'S MULTI-MODAL TRANSPORTATION IMPROVEMENT PROGRAM FOR FUNDING IN THE AMOUNT OF \$480,000.00 FOR THE SUPPORT OF JTRAN OPERATIONS. (HILLMAN, LUMUMBA)**
26. **AMENDED ORDER DECLARING PARCEL NO. 73-29-1 AS SURPLUS PROPERTY AND AUTHORIZING DISPOSAL OF SAME TO GULF COAST HOUSING PARTNERSHIP, INC. FOR DRIVEWAY ACCESS TO A RESIDENTIAL DEVELOPMENT. (HILLMAN, LUMUMBA)**
27. **ORDER AMENDING OCTOBER 12, 2021 TO CHANGE FROM AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH GULF COAST HOUSING PARTNERSHIP, INC. TO EXECUTE CONTRACT AND RELATED DOCUMENTS WITH THE SOUTHWEST PEARL, LLC, FOR THE PEARL SENIOR LIVING COMMUNITY IN AN AMOUNT OF \$1,165,438.00. (WARD 5) (HILLMAN, LUMUMBA)**
28. **ORDER RATIFYING AND AUTHORIZING PAYMENT TO STAFFERS FOR THE PROCUREMENT OF TEMPORARY PERSONNEL SERVICES IN THE AMOUNT OF \$449.68. (HILLMAN, LUMUMBA)**
29. **ORDER AMENDING THE FISCAL YEAR 2021-2022 BUDGET OF THE CITY OF JACKSON WATER DEPARTMENT/METER READING SERVICE CONNECTIONS. (KING, LUMUMBA)**
30. **ORDER AMENDING THE FISCAL YEAR 2021-2022 BUDGET OF THE CITY OF JACKSON WATER DEPARTMENT/METER SERVICE & REPAIR. (KING, LUMUMBA)**
31. **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #2/FINAL TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. AUTHORIZING FINAL PAYMENT, AND AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION OF THE CAPITOL STREET IMPROVEMENTS PHASE 2 PROJECT, FEDERAL AID PROJECT NUMBER TCSP-8312-00(002)LPA/106058-802000. (WARD 7) (KING, LUMUMBA)**
32. **ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN *LARRY STAMPS vs. CITY OF JACKSON*, CAUSE NO.: 20-2545, IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT. (C.MARTIN, LUMUMBA)**
33. **ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (JACKSON CITY COUNCIL)**
34. **ORDER APPOINTING HAROLD LATHON AS DEPUTY COUNCIL CLERK ON A PART-TIME BASIS. (JACKSON CITY COUNCIL)**
35. **ORDER AMENDING THE FEBRUARY 15, 2022 ORDER OF THE GOVERNING AUTHORITIES PROVIDING FOR THE DONATION OF MATCHING CONTRIBUTIONS TO SUPPORT THE ARTS FOR THE PURPOSE OF CORRECTING THE IDENTIFICATION OF AN ENTITY ALLOCATED MATCHING FUNDS. (KIDD, LUMUMBA)**
36. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT**

**WITH THE REDEEMER'S SCHOOL INC TO UTILIZE DRIVING RANGE AND PUTTING GREENS OF THE PETE BROWN GOLF FACILITY LOCATED AT 3200 WOODROW WILSON DRIVE. (HARRIS, LUMUMBA)**

**DISCUSSION**

37. **DISCUSSION:JAIL (STOKES)**
38. **DISCUSSION: JACKSON FREE CLINIC (STOKES)**
39. **DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY (JACKSON CITY COUNCIL)**

**PRESENTATION**

**PROCLAMATION**

**RESOLUTIONS**

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

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

**ANNOUNCEMENTS**

**ADJOURNMENT**

**AGENDA ITEMS IN COMMITTEE**

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
HONORARY RENAMING MARTIN LUTHER KING, JR. DRIVE  
FROM FORTIFICATION STREET TO COHEA STREET TO LAWRENCE TURNER DRIVE

WHEREAS, Mr. Lawrence Turner is a pillar of the community and long respected business leader in Jackson, Mississippi, made his earthly transition recently; and

WHEREAS, Mr. Lawrence Turner served as a member of the Historic Preservation Board for the City, and was active in Church, school, and other civic affairs; and

WHEREAS, Mr. Lawrence Turner and his humanitarian efforts in 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 Martin Luther King, Jr. Drive from Fortification Street to Cohea Street to Lawrence Turner Drive.

SO ORDAINED, this the \_\_\_\_\_ day of [REDACTED].

Public Hearing  
Agenda Item #2  
Agenda Date March 29, 2022  
(Stokes)



ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
ESTABLISHING THE HONORARY NAMING OF NASHVILLE STREET  
FROM EMINENCE ROW TO MAYES STREET TO  
MR. WILLIE WRIGHT, SR. DRIVE

WHEREAS, Mr. Willie Wright, Sr. was a very well-known and highly respected leader of Jackson, Mississippi and the Virden Addition community; and

WHEREAS, he left Yazoo City, Mississippi at the age of 18, settling in Jackson, Mississippi where he led his family, modeling unparalleled strength for family and community through his involvement in Masonry, president of PTA at various schools, I.S. Sanders YMCA and the NAACP; at Cade Chapel Baptist Church, he took the reins as Deacon, Finance Chairman, and Superintendent for over thirty years; for many youth, he exhibited the “*father*” image; and

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

NOW, THEREFORE, BE IT ORDAINE4D:

Section 1. That Nashville Street, from Eminence Row to Mayes Street be honorary named to Mr. Willie Wright, Sr. Drive.

Section 2. That the City Clerk shall transmit a certified copy of this Ordinance to the Director of the Mississippi State Highway Department.

Section 3. That the City engineer is hereby authorized and directed to make appropriate revision to the official map of the City of Jackson, Mississippi, to reflect the official renaming of said street.

Section 4. That the City Clerk shall notify the United States Postal Service, Public Safety Communication Division, and other appropriate City departments, and all other necessary parties of the official renaming of said street.

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

Public Hearing  
Agenda Item #3  
Agenda Date March 29, 2022  
(Stokes)





ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
HONORARY RENAMING MARTIN LUTHER KING, JR. DRIVE  
FROM FORTIFICATION STREET TO COHEA STREET TO LAWRENCE TURNER DRIVE

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NOW, THEREFORE, BE IT ORDAINED, that the Jackson City Council hereby honorary renames Martin Luther King, Jr. Drive from Fortification Street to Cohea Street to Lawrence Turner Drive.

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

Adoption of Ordinance  
Agenda Item #18  
Agenda Date March 29, 2022  
(Stokes)



**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
ESTABLISHING THE HONORARY NAMING OF NASHVILLE STREET  
FROM EMINENCE ROW TO MAYES STREET TO  
MR. WILLIE WRIGHT, SR. DRIVE**

WHEREAS, Mr. Willie Wright, Sr. was a very well-known and highly respected leader of Jackson, Mississippi and the Virden Addition community; and

WHEREAS, he left Yazoo City, Mississippi at the age of 18, settling in Jackson, Mississippi where he led his family, modeling unparalleled strength for family and community through his involvement in Masonry, president of PTA at various schools, I.S. Sanders YMCA and the NAACP; at Cade Chapel Baptist Church, he took the reins as Deacon, Finance Chairman, and Superintendent for over thirty years; for many youth, he exhibited the “*father*” image; and

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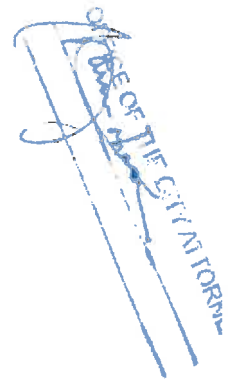
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Section 4. That the City Clerk shall notify the United States Postal Service, Public Safety Communication Division, and other appropriate City departments, and all other necessary parties of the official renaming of said street.

SO ORDAINED, this the \_\_\_\_ day of

Adoption of Ordinance  
Agenda Item #19  
Agenda Date March 29, 2022  
(Stokes)





**ORDER AUTHORIZING THE MAYOR TO REVISE THE 2021/2022 FISCAL YEAR BUDGET FOR THE CITY OF JACKSON, DEPARTMENT OF HUMAN AND CULTURAL SERVICES, TO TRANSFER FUNDS FROM THE SUNDRY-CONTINGENCIES CATEGORY TO VARIOUS CATEGORIES LISTED BELOW IN THE AMOUNT OF \$175,000. (KIDD, LUMUMBA)**

**WHEREAS**, the City of Jackson, Department of Human and Cultural Services request a revision in its 2021/2022 fiscal budget to provide consistent and outstanding service to our employees and citizens; and

**WHEREAS**, transfer of funds in the amount of \$175,000.00, is of vital importance, so that the Department of Human and Cultural Services may provide salary increases, services and maintain needed repairs throughout the department and support Constituent Services with a one-time purchase of water for the citizens of Jackson; and

**WHEREAS**, the following funds are requested to be transferred to the following categories listed below.

**FUNDS TRANSFER FROM:**

**FUNDS TRANSFER TO:**

Sundry-Contingencies 001 43300 6739	\$85,000	Salaries account number varies	\$85,000
Sundry-Contingencies 001 43300 6739	\$10,000	Art Gallery Wall Repair 001 49100 6317	\$10,000
Sundry-Contingencies 001 43300 6739	\$10,000	Art Gallery Security Camera 001 49100 6852	\$10,000
Sundry-Contingencies 001 43300 6739	\$10,000	Smith Robertson Ramp Repair 001 43600 6317	\$10,000
Sundry-Contingencies 001 43300 6739	\$25,000	Smith Robertson Museum Theatre Camp 001 43600 6419	\$25,000
Sundry-Contingencies 001 43300 6739	\$15,000	Senior Center Repairs 001-43420 6317	\$15,000
Sundry-Contingencies 001 43300 6739	\$10,000	Constituent Services (water 001 40170 6419	\$10,000
Sundry-Contingencies 001 43300 6739	\$10,000	MISC 001 4330 6299	\$10,000
<b>TOTAL</b>	<b>\$175,000</b>	<b>TOTAL</b>	<b>\$175,000</b>

**WHEREAS**, additional funds are needed in the listed Categories in the amount totaling \$175,000.00, to allow salary increases, services and repairs within the Department of Human and Cultural Services and onetime purchase of water for Constituent Services for City of Jackson citizens; and

Regular Agenda  
Agenda Item #22  
Agenda Date March 29, 2022  
(Kidd, Lumumba)



**FUNDS TRANSFER FROM:****FUNDS TRANSFER TO:**

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Sundry-Contingencies 001 43300 6739	\$10,000	MISC 001 4330 6299	\$10,000
<b>TOTAL</b>	<b>\$175,000</b>	<b>TOTAL</b>	<b>\$175,000</b>

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to revise the Department of Human and Cultural Service's 2021-2022 budget, to allow transfer of funds from the Sundry Contingencies Category to Various Categories as listed above in the amount of \$175,000.00.

(KIDD, LUMUMBA)

ITEM #: \_\_\_\_\_ DATE: \_\_\_\_\_





**CITY COUNCIL AGENDA**

**ITEM 10 POINT DATA SHEET**

**DATE: 02/7/2022**

<b>POINTS</b>		<b>COMMENTS</b>																																					
<b>1.</b>	<b>Brief Description/Purpose</b>	Order authorizing the Mayor to revise the 2021/2022 FY Budget for the City of Jackson, Department of Human and Cultural Services, to transfer funds from the Sundry Contingencies category to various categories as listed below in the Amount of \$175,000.																																					
<b>2.</b>	<b>Public Policy Initiative</b> <ul style="list-style-type: none"> <li>○ Youth &amp; Education</li> <li>○ Crime Prevention</li> <li>○ Changes in City Government</li> <li>○ Neighborhood Enhancement</li> <li>○ Economic Development</li> <li>○ Infrastructure and Transportation</li> <li>○ Quality of Life</li> </ul>	Quality of Life Economic Development Youth & Education																																					
<b>3.</b>	<b>Who will be affected</b>	Areas within the City of Jackson, Staff of Human and Cultural & Citizens																																					
<b>4.</b>	<b>Benefits</b>	Increased and improved services in the City of Jackson																																					
<b>5.</b>	<b>Schedule</b> (Beginning date) (Completion date)	Upon Council Approval																																					
<b>6.</b>	<b>Location:</b> <b>Ward:</b> CITYWIDE (yes or no) (area) Project limits if applicable	Citywide																																					
<b>7.</b>	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>○ Mayor's Office</li> <li>○ City Department</li> <li>○ Consultant</li> </ul>	Department of Human and Cultural Services																																					
<b>8.</b>	<b>COST</b>	<b>FUNDS TRANSFER FROM:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td>Sundry-Contingencies 001 43300 6739</td> <td align="right">\$85,000</td> </tr> <tr> <td>Sundry-Contingencies 001 43300 6739</td> <td align="right">\$10,000</td> </tr> <tr> <td>Sundry-Contingencies 001 43300 6739</td> <td align="right">\$10,000</td> </tr> <tr> <td>Sundry-Contingencies 001 43300 6739</td> <td align="right">\$10,000</td> </tr> <tr> <td>Sundry-Contingencies 001 43300 6739</td> <td align="right">\$25,000</td> </tr> <tr> <td>Sundry-Contingencies 001 43300 6739</td> <td align="right">\$15,000</td> </tr> <tr> <td>Sundry-Contingencies 001 43300 6739</td> <td align="right">\$10,000</td> </tr> <tr> <td>Sundry-Contingencies 001 43300 6739</td> <td align="right">\$10,000</td> </tr> <tr> <td><b>TOTAL</b></td> <td align="right"><b>\$175,000</b></td> </tr> </tbody> </table>	Sundry-Contingencies 001 43300 6739	\$85,000	Sundry-Contingencies 001 43300 6739	\$10,000	Sundry-Contingencies 001 43300 6739	\$10,000	Sundry-Contingencies 001 43300 6739	\$10,000	Sundry-Contingencies 001 43300 6739	\$25,000	Sundry-Contingencies 001 43300 6739	\$15,000	Sundry-Contingencies 001 43300 6739	\$10,000	Sundry-Contingencies 001 43300 6739	\$10,000	<b>TOTAL</b>	<b>\$175,000</b>	<b>FUNDS TRANSFER TO:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td>Salaries account number varies</td> <td align="right">\$85,000</td> </tr> <tr> <td>Art Gallery Wall Repair 001 49100 6317</td> <td align="right">\$10,000</td> </tr> <tr> <td>Art Gallery Security Camera 001 49100 6852</td> <td align="right">\$10,000</td> </tr> <tr> <td>Smith Robertson Ramp Repair 001 43600 6317</td> <td align="right">\$10,000</td> </tr> <tr> <td>Smith Robertson Museum Theatre Camp 001 43600 6419</td> <td align="right">\$25,000</td> </tr> <tr> <td>Senior Center Repairs 001-43420 6317</td> <td align="right">\$15,000</td> </tr> <tr> <td>Constituent Services (water 001 40170 6419</td> <td align="right">\$10,000</td> </tr> <tr> <td>MISC 001 4330 6299</td> <td align="right">\$10,000</td> </tr> <tr> <td><b>TOTAL</b></td> <td align="right"><b>\$175,000</b></td> </tr> </tbody> </table>	Salaries account number varies	\$85,000	Art Gallery Wall Repair 001 49100 6317	\$10,000	Art Gallery Security Camera 001 49100 6852	\$10,000	Smith Robertson Ramp Repair 001 43600 6317	\$10,000	Smith Robertson Museum Theatre Camp 001 43600 6419	\$25,000	Senior Center Repairs 001-43420 6317	\$15,000	Constituent Services (water 001 40170 6419	\$10,000	MISC 001 4330 6299	\$10,000	<b>TOTAL</b>	<b>\$175,000</b>
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9.	<b>Source of Funding</b> <input type="radio"/> <b>General Fund</b> <input type="radio"/> <b>Enterprise</b> <input type="radio"/> <b>Grant</b> <input type="radio"/> <b>Bond</b> <b>Other</b>	<b>General Funds</b>  <b>Acct# 001 43300 6739</b>					
10.	<b>EBO participation</b>	<b>ABE</b> _____ %	<b>WAIVER</b>	<b>yes</b> ___	<b>no</b> ___	<b>N/A</b>	
		<b>AABE</b> _____ %	<b>WAIVER</b>	<b>yes</b> ___	<b>no</b> ___	<b>N/A</b>	
		<b>WBE</b> _____ %	<b>WAIVER</b>	<b>yes</b> ___	<b>no</b> ___	<b>N/A</b>	
		<b>HBE</b> _____ %	<b>WAIVER</b>	<b>yes</b> ___	<b>no</b> ___	<b>N/A</b>	
		<b>NABE</b> _____ %	<b>WAIVER</b>	<b>yes</b> ___	<b>no</b> ___	<b>N/A</b>	



# MEMO

To: Chokwe Antar Lumumba  
Mayor

From: Dr. Adriane Dorsey-Kidd   
Director

Date: February 7, 2022

Subject: 2021/2022 FY Budget- Funds Category Transfer Request

This is an Order authorizing the Mayor to revise the 2021/2022 FY Budget for the City of Jackson, Department of Human and Cultural Services, to transfer funds from the Sun Dry Contingencies Category in the amount of \$175,000.00 to various categories as listed below.

#### FUNDS TRANSFER FROM:

#### FUNDS TRANSFER TO:

Sundry-Contingencies 001 43300 6739	\$85,000	Salaries account number varies	\$85,000
Sundry-Contingencies 001 43300 6739	\$10,000	Art Gallery Wall Repair 001 49100 6317	\$10,000
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<b>TOTAL</b>	<b>\$175,000</b>	<b>TOTAL</b>	<b>\$175,000</b>

I am requesting this item be placed on council agenda.

Should you have questions or concerns regarding this matter, please do not hesitate to notify me.



Office of the City Attorney



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

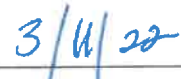



## OFFICE OF THE CITY ATTORNEY

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This, **ORDER AUTHORIZING MAYOR TO REIVSE THE 2021/2022 FISCAL YEAR BUDGET FOR THE CITY OF JACKSON DEPARTMENT OF HUMAN AND CULTURAL SERVICES TO TRANSFER FUNDS FROM THE SUNDRY-CONTINGENCIES CATEGORY TO VARIOUS CATEGORIES** has been reviewed by me and is legally sufficient for adoption by the governing authorities.

  
\_\_\_\_\_  
Carori Martin, City Attorney  
  
\_\_\_\_\_  
CARRIE JOHNSON  
Deputy City Attorney

  
\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
Date





**ORDER AUTHORIZING MAYOR TO EXECUTE  
MEMORANDUM OF UNDERSTANDING BETWEEN RUSSELL C.  
DAVIS PLANETARIUM AND STORAGE MAX FOR LEASE OF A  
STORAGE UNIT**

OFFICE OF THE CITY ATTORNEY  
3/9/2022

**WHEREAS**, Russell C. Davis Planetarium desires to enter into a 24-month contract with StorageMax for a storage unit at the downtown location; and

**WHEREAS**, the storage unit will be utilized to store valuable equipment, hardware, and/or goods that are to be kept while the Russell C. Davis Planetarium undergoes renovation; and

**WHEREAS**, contracts are used in a standard format for storage unit lease; and

**WHEREAS**, the contract term length of twenty-four (24) months (includes two (2) free months), and

**WHEREAS**, the fee for said agreement is Two Hundred Eighteen dollars and zero cent (\$218.00) per month, not to exceed Four Thousand, Seven Hundred Ninety-Six dollars and zero cent (\$4,796.00).

**IT IS THEREFORE ORDERED** that the Mayor is authorized to execute an agreement between the City of Jackson, Mississippi, and StorageMax for a term of twenty-four (24) months at a cost not to exceed \$4,796.00 to store equipment, hardware, and/or goods for the Russell C. Davis Planetarium while it undergoes renovation.

Regular Agenda  
Agenda Item #23  
Agenda Date March 29, 2022  
(Kidd, Lumumba)



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

2/3/22  
DATE

<b>POINTS</b>		<b>COMMENTS</b>				
1.	<b>Brief Description/Purpose</b>	Authorizes the Mayor to execute a contract between StorageMax and Russell C. Davis Planetarium for the rental of a storage unit to house Planetarium hardware and equipment during building renovation.				
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	8. Quality of Life				
3.	<b>Who will be affected</b>	City of Jackson				
4.	<b>Benefits</b>	Provides temporary space to house equipment				
5.	<b>Schedule (beginning date)</b>	December 2021				
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Ward 7				
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Human and Cultural Services				
8.	<b>COST</b>	\$218.00/month at a cost not to exceed \$4,796.00				
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"/>					
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes ___ no ___	N/A
		AABE	_____ %	WAIVER	yes ___ no ___	N/A
		WBE	_____ %	WAIVER	yes ___ no ___	N/A
		HBE	_____ %	WAIVER	yes ___ no ___	N/A
		NABE	_____ %	WAIVER	yes ___ no ___	N/A



# MEMORANDUM

**TO:** Mayor Chokwe Antar Lumumba

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

**DATE:** Feb 3, 2022

**SUBJECT:** Contract between StorageMax and Russell C. Davis Planetarium

It is my recommendation that the Mayor authorize agreement between StorageMax and the Russell C. Davis Planetarium for the purpose of leasing a storage unit at the downtown StorageMax location for a term of 24 months. The storage unit will house planetarium equipment and hardware during the building's renovation.

EVENT  
Planetarium Storage  
Unit Lease

ENTITY  
StorageMax  
Russell C. Davis Planetarium

AK/jdl

Enclosures



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 MAYOR TO EXECUTE MEMORANDUM OF UNDERSTANDING BETWEEN RUSSELL C. DAVIS PLANETARIUM AND STORAGEMAX FOR LEASE OF STORAGE UNIT** is legally sufficient for placement in NOVUS Agenda.

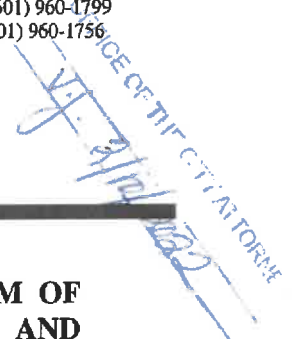


**Catoria Martin, City Attorney**

**Victoria James, Deputy City Attorney**



**DATE**









Have you reached your Max?

StorageMax Downtown

304 South State St • Jackson, MS • 39201

Phone: (601) 352-3644 • Fax: (601) 355-9496 • E-mail: smdt@stomax.com • Website: www.stomax.com

Contract #571

Date December 1, 2021

Passcode 20051978

OCCUPANT INFORMATION:

Name City Of Jackson /Planetarium Address 201 E . Pascaqoula

City Jackson State MS Zip 39201 Res. Phone (718) 362-7718

Cell Phone 718-362-7718 E-mail: mikew@jacksonms.gov

Occupant elects to provide its e-mail address and agrees that notices by Owner may be given to Occupant via e-mail.

Driver's License No. 800517129 State MS Expiration Date

Employed By City of Jackson Wk. Phone 601-960-1537

Work Address City State Zip

Are you or your spouse in the Military/Reserves? If Yes, Contact information:

ALTERNATE INFORMATION: Please provide the name and address of another person in addition to yourself to whom any notices may be sent. If none, write none:

Name: David Lewis Phone: 601-960-1537 Relation to Occupant:

Address: 201 E . Pascaqoula City: Jackson State: MS Zip: 39201

LIENHOLDER INFORMATION: Occupant is required to disclose to the Owner any lienholder with an interest in property that is or may be stored in the self-service storage facility. Occupant represents that he/she owns or has legal possession of the personal property in his or her Space(s) and that all the personal property in his or her Space(s) is free and clear of all liens and secured interests EXCEPT for the following items (describe property and name, address, phone, and e-mail of lienholder):

Notes:

Charges due at time of Lease Signing:

Table with 6 columns: Date, Quantity, Description, Amount, Tax, Total. Rows include Administrative Fee, Rent 10/8-10/31, and Rent 11/1-11/30.

Total move-in cost to Occupant \$436.00

The next month's rent: \$218.00 plus Insurance: \$0.00 for a total of \$218.00 due on the 1st of each month.

By Initialing Here, you acknowledge the Electronic Mail Section Below:

ELECTRONIC MAIL: You have provided the electronic mail address (E-mail Address) indicated above to which you want us to send all notices, including statutory notices. Since you provided an E-mail Address, the Owner may send notices to the E-mail Address provided, or to subsequent written changes to that E-mail Address that you provide, subject to state law. By initialing above, Occupant acknowledges that the E-mail Address above is complete and correct and that the Occupant consents to receiving all notices, including statutory notices, via electronic mail (E-Mail).

NOTICE OF LIEN: THIS FACILITY IS OPERATED IN ACCORDANCE WITH THE MISSISSIPPI SELF-STORAGE FACILITY ACT. THE OWNER HAS A LIEN ON ALL PERSONAL PROPERTY LOCATED AT THE SELF STORAGE FACILITY FOR RENT, LATE FEES, LABOR OR OTHER CHARGES. ALL ARTICLES STORED UNDER THE TERMS OF THIS RENTAL AGREEMENT WILL BE SOLD TO SATISFY THE LIEN IF THE OCCUPANT IS IN DEFAULT.

This Rental Agreement ("Rental Agreement") is entered into between Occupant stated above ("Occupant") and StorageMax Downtown ("Owner") for the rental of certain premises described as: SPACE NUMBER: 02005, SIZE (Approx.) 10.0 x 21.0 (the "Space"), located at 304 South State St, Jackson, MS, 39201 (the "Facility").

- 1. TERM: The term of this tenancy shall commence on the date first written above, and shall continue from the first day of the month immediately following on a month-to-month basis.
2. RENT AND FEES: Rent is the sum of \$218.00 per month, payable in advance and without notice upon the 1st day of



other business-related communications. Occupant agrees that notices may be given by E-mail if Occupant elects to provide an E-mail Address. Occupant specifically consents to receiving text messages from Owner at the cell phone number provided by Occupant in this Rental Agreement or at any other cell phone numbers provided by Occupant to Owner. Texts from Owner to Occupant may provide alerts regarding the Occupant's account with Owner, Occupant's tenancy in the Space, Occupant's use of the Facility, rental or sales promotions from Owner, and/or the business relationship between Owner and Occupant. Occupant understands that text messaging rates will apply to any messages received from Owner. Occupant understands that Occupant's consent to receive these texts is not required as a condition of entering into this Rental Agreement or purchasing any goods or services from Owner. Occupant also understands that Occupant or Owner may revoke this permission in writing at any time. Occupant agrees not to hold Owner liable for any electronic messaging charges or fees generated by this service. Occupant further agrees that in the event Occupant's cell phone number changes, Occupant shall inform Owner of said change or be liable for any fees or charges incurred.

**7. INSURANCE: THE OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE THAT WOULD PROTECT THE OCCUPANT'S PERSONAL PROPERTY FROM LOSS OR DAMAGE BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY. IT IS THE OCCUPANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE.** The Occupant, at the Occupant's expense, shall secure insurance to protect himself and his property against all perils of whatever nature for 100% of the actual cash value of the stored property. Insurance on the Occupant's property is a material condition of this Rental Agreement. Occupant shall make no claim whatsoever against the Owner's insurance in the event of any loss. The Occupant agrees not to subrogate against the Owner in the event of loss or damage of any kind or from any cause. The proceeds of any insurance which may be carried by Owner against loss or damage to its building, its contents fixtures or improvements situated adjacent thereto or to the grounds shall be payable solely to Owner or its mortgagee. If proof of insurance is not provided by Occupant at time of rental of Space, Occupant agrees that Owner may enroll Occupant in the insurance plan (minimum coverage) made available by Owner and charge Occupant for said insurance. By doing so, Owner does not acknowledge that Occupant's property has any value or that the insurance purchased is sufficient to cover the actual value of the property. If Occupant is in default for sixty (60) days, the enrolled insurance shall be terminated. **Occupant may cancel the insurance plan made available by Owner at any time if evidence of third party insurance over the stored property is provided to Owner.**

**8. CONDITION AND ALTERATION OF SPACE:** The Space is leased herein, AS IS, at the date hereof. Occupant understands that all unit sizes are approximate and enters into this Rental Agreement without reliance on the estimated size of the Space. At the expiration of the term hereof, Occupant shall surrender the Space, broom clean and in good repair, order and condition, reasonable wear and tear excepted.

**9. RIGHT TO ENTER:** Owner, its employees or agents, and the representatives of any government authority, including police and fire officials, shall have the right to remove Occupant's lock and enter the Space, without notice, to take such action as may be necessary to preserve Owner's property in the event of an Emergency, or to comply with any applicable law, or to enforce any of Owner's rights. For the purposes of this Rental Agreement, "Emergency" shall be defined as any event which jeopardizes the health, safety, and/or well-being of any person or of the Property or any of the buildings or the land appurtenant to the buildings or any other property or chattels stored in the Space. Owner may enter the Space for the purpose of inspection without prior notice to Occupant whenever Owner believes that any hazardous condition or nuisance has been created or is occurring in the Space or for repairs to the interior or door.

**10. PROHIBITING ASSIGNMENT AND SUBLETTING:** Occupant may not assign its rights under this Rental Agreement or sublet the Space without the prior written consent of Owner. This Rental Agreement shall be binding upon the heirs, assigns executors, administrators, representatives and successors of the parties hereto.

**11. REQUIREMENTS TO KEEP THE SPACE LOCKED:** Occupant shall provide, at Occupant's own expense, a lock that Occupant deems sufficient to secure the Space. Occupant shall use no more than one lock. If the Space is found open or if a lock is removed for an inventory or sale, Owner may, but is not required to, lock the Space at Occupant's expense; provided, however, that in such event, Owner shall have no liability to Occupant for any loss or damage whatsoever, and Occupant shall indemnify and hold Owner harmless from and against any loss, cost or expense of Owner in connection with locking the Space, including the cost of the lock. **Failure of Occupant to keep the Space locked at all times shall constitute abandonment of the Space and an immediate default under this Rental Agreement.**

**12. NONLIABILITY OF OWNER: ALL PROPERTY STORED BY OCCUPANT WITHIN THE SPACE OR ON OWNER'S PROPERTY SHALL BE AT OCCUPANT'S SOLE RISK. OWNER IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND NO BAILMENT IS CREATED BY THIS RENTAL AGREEMENT.** The Occupant must take whatever steps he deems necessary to safeguard such property. Owner does not exercise any care, custody or control over Occupant's stored property. Owner assumes no responsibility for any loss, damage or casualty however caused to such property and Owner is not responsible for obtaining insurance of any kind for the benefit of Occupant. Occupant releases Owner, its employees and agents from any and all liability for personal injuries or death to persons including Occupant and Occupant's family or invitees; for property damage; for damage or loss from fire, water, mold, mildew, insects, the elements, Acts of God, theft, burglary, vandalism, malicious mischief, mysterious disappearance, rodents; or the acts or failure to act or negligence of Owner, its employees or agents. The operation or failure of any type of "security system" installed by Owner shall not change Owner's aforementioned liability for any type of loss incurred by Occupant and shall



**OTHER CHARGES REMAIN UNPAID FOR SIXTY (60) DAYS, THE OWNER MAY HAVE THE VEHICLE, WATERCRAFT, OR TRAILER TOWED FROM THE FACILITY. THE OWNER SHALL NOT BE LIABLE FOR ANY DAMAGES TO THE VEHICLE, WATERCRAFT, OR TRAILER ONCE THE TOWER TAKES POSSESSION OF THE PROPERTY.**

**20. WARRANTY OF INFORMATION:** Occupant warrants all information given in this Rental Agreement, any application preceding this Rental Agreement and/or any other information given by Occupant on which Owner has based its decision to rent to Occupant is complete, true and accurate at the time of this Rental Agreement.

**21. PERSONAL INJURY:** Owner and Owner's agents and employees shall not be liable whatsoever to any extent to Occupant or Occupant's invitees, family, employees, agents or servants for any personal injury or death arising from Occupant's use of the Space or the Facility from any cause whatsoever including, but not limited to, the active or passive acts or omissions or negligence of the Owner, Owner's agents, or employees.

**22. MILITARY SERVICE:** IF YOU ARE IN THE MILITARY SERVICE, Occupant must provide written notice to Owner. Owner will rely on this information to determine applicability of Servicemembers Civil Relief Act. If Occupant is a Service Member, and Occupant is transferred or deployed overseas on active duty for a period of 180 days or more, Occupant may notify the Owner of the transfer or deployment. The Occupant shall provide written evidence of the transfer or deployment with the notice. Upon notice, Occupant is entitled to protections under governing law staying the enforcement of the Owner's lien.

**23. STORAGE OF MOTOR VEHICLES:** In the event that any motor vehicle remains stored in the self-Space after termination of this Rental Agreement or upon Occupant's default for sixty (60) days, and in addition to all other rights and remedies available to Owner, Owner is authorized to cause such vehicle to be removed by a person regularly engaged in the business of towing vehicles, without liability for the costs of removal, transportation or storage or damages caused by such removal, transportation or storage. Occupant acknowledges that he or she has personally been given notice that the vehicle is subject to removal at the Occupant's expense after termination of this Rental Agreement or upon Occupant's default. Owner shall incur no liability to Occupant for causing the vehicle to be removed pursuant to this paragraph.

**24. ATTORNEY'S FEES:** In the event Owner obtains services of an attorney to recover any sums due under this Rental Agreement, for an unlawful detainer, for the breach of any covenant or conditions of this Rental Agreement or in defense of any demand, claim, or action brought by Occupant, Occupant agrees to pay to Owner the reasonable costs, expenses, and attorney's fees incurred in such actions.

**25. CHANGES:** All terms of this Rental Agreement, including, but without limitation, monthly rental rate, conditions of occupancy and other charges, are subject to change upon thirty (30) days' prior written notice to Occupant. If changed, the Occupant may terminate this Rental Agreement on the effective date of the change by giving Owner ten (10) days' prior written notice to terminate after receiving notice of the change. If the Occupant does not give such notice, the change shall become effective and apply to his occupancy. If Occupant has made advance rental payments, the new rate will be immediately charged against such payments. Pre-paid rent cannot guarantee against future rent increases.

**26. PERSONAL AND FINANCIAL INFORMATION:** Owner does not warrant or guarantee that any personal information (address, phone number, e-mail address, social security number) or financial information (credit card, checking account) will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Owner for damages arising from the use of said information by others.

**27. CLIMATE CONTROL:** Owner may offer either climate controlled, humidity controlled, heated only or cooled only systems (or a combination of the above) at its facilities. Said spaces are maintained depending on outside temperature and humidity. These spaces do not provide constant internal temperature or humidity control. **Owner does not warrant or guarantee temperature or humidity ranges in the Space due to changes in outside temperature and humidity.** Occupant waives any claim for loss of or damage to stored property from Owner's failure to regulate the temperature and humidity in the Space from any cause whatsoever, including mold or mildew, even if such damage is caused by the active or passive acts or omissions or negligence of Owner.

**28. DAMAGE TO SPACE, FACILITY OR PREMISES:** Should Occupant or its invitees or agents damage or depreciate the Space, or any area of the Facility or premises, then all costs necessary to restore the Space, Facility or premises to its prior condition shall be borne by Occupant. Owner has the right to declare any such costs to repair as "rent" and non-payment of said costs will entitle Owner to deny Occupant access to the Space.

**29. INDEMNIFICATION:** Occupant agrees to indemnify, hold harmless, and defend Owner from all claims, demands, actions or causes of actions (including actual attorneys' fee and all costs) that are hereinafter brought by others arising out of Occupant's use of the Space and/or Facility, including claims against Owner's agents and/or employees.

**30. ABANDONED GOODS:** In the absence of written notice to Owner to the contrary, if all property is removed from the Space and if the Occupant has failed to make his/her monthly payment before the due date, or if the Occupant has removed the lock from the Space, the Occupant shall be deemed to have abandoned the Space. Occupant hereby waives and releases any claims or actions against Owner for disposal of personal property resulting from Occupant's abandonment. Rent prepaid for any period in which the Occupant moves out early shall not be refunded. There are No Rent Refunds for Partial-Month Occupancies.

**31. RELEASE OF INFORMATION:** Occupant hereby authorizes Owner to release any information regarding Occupant and Occupant's occupancy as may be required by law or requested by governmental authorities, law enforcement agencies or courts.

**32. TIME TO FILE SUIT:** Occupant agrees to file any lawsuit or other action against the Owner, Owner's agents or



REMIT ALL PAYMENTS TO: **StorageMax Downtown - Write Unit # on Check - See our website for online payments at [www.stomax.com](http://www.stomax.com)**

\_\_\_\_\_  
Occupant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lori Finch for StorageMax Downtown





OFFICE OF THE CITY ATTORNEY  
*[Signature]*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS (ABS) FOR A KONICA MINOLTA BIZHUB C360i DIGITAL COLOR COPIER/PRINTER, STATE CONTRACT NUMBER 8200056217, TO BE USED BY THE JACKSON CITY ZOO. (HARRIS, WETZEL, LUMUMBA)**

**WHEREAS**, the City of Jackson's Zoological Park needs a copier machine; and

**WHEREAS**, a Konica Minolta Bizhub C360i Digital Color Copier and Printer with auxiliary equipment may be procured pursuant to State Contract Number 8200056217 without the necessity of advertising for competitive bids; and

**WHEREAS**, the cost for renting the equipment including labor, parts, toner, staples, drums and travel is \$225.90 and includes the base fee of \$187.00 and \$38.90 for maintenance; and;

**WHEREAS**, the base fee includes 1000 black and white copies and 500 color copies monthly;

**WHEREAS**, black and white copies above 1000 will be billed at .0089 and color copies after 500 will be billed at .06;

**WHEREAS**, the cost for renting the equipment monthly is outlined in the table below; and

Base Cost Per Month	Maintenance Fee Per Month	Black & White Copy Charge Per Sheet	Color Copy Charge Per Sheet	Account
\$187.00	\$38.90	\$.0089 (after 1000 copies)	\$.06 (after 500 copies)	390-498.00-6419

**WHEREAS**, costs for non-priority, ground shipping, transportation, rigging and drayage charges from place of manufacture to the installation address will be paid by Advantage Business Systems; and

**WHEREAS**, the City of Jackson will have the right to terminate the order without penalty, cost, or expense if delivery is not made within ten (10) working days of the delivery due date; and

**WHEREAS**, the location of the equipment can be transferred to a new location upon the provision of written notice to the vendor at least thirty calendar days before the move is made; and

**WHEREAS**, Advantage Business System will retain title to the equipment;

**WHEREAS**, the following are not included in the scope of maintenance services: (1) services connected with relocation; (2) maintenance, installation, or removal of equipment or devices not provided by Advantage Business System; (3) normal operator performance functions described in the operator manuals; (4) performance of services necessitated by



accident, power failure or unauthorized alternation of equipment or software tampering; (5) services performed by someone other than Advantage Business systems; (6) connection of non-compatible equipment or failure to use operating system software; and

**WHEREAS**, the best interest of the City of Jackson would be served by leasing the equipment on the terms stated for a period of 48 months because the equipment is currently available and the rates will be guaranteed; and

**IT IS HEREBY ORDERED** that the Mayor is authorized to execute the Rental Agreement for Use By Mississippi Agencies and Governing Authorities and Vendors with Advantage Business System

**IT IS FURTHER ORDERED** that payment for said rental is made from the general funds budgeted for use by the Jackson City Zoo, upon submission of the appropriate invoices from Advantage Business Systems (ABS).

**(HARRIS, WETZEL, LUMUMBA)**

**ITEM #:** \_\_\_\_\_

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



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

02-14-22  
DATE

<b>POINTS</b>		<b>COMMENTS</b>																																																		
1.	<b>Brief Description</b>	Order authorizing a lease agreement between the City of Jackson and Advantage Business Systems (ABS), for the lease of one (1) Konica Minolta Bizhub C360i Digital Color Copier/Printer, at the Jackson City Zoo.																																																		
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life																																																		
3.	<b>Who will be affected</b>	Jackson City Zoo employees and patrons.																																																		
4.	<b>Benefits</b>	Offers the ability to render quality service, in the best possible and most efficient manner.																																																		
5.	<b>Schedule (beginning date)</b>	Upon Council approval.																																																		
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Ward 5																																																		
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Parks and Recreation, Jackson City Zoo Division.																																																		
8.	<b>COST</b>	Monthly fee is \$225.90, which includes a base fee of \$187.00 per month, a \$38.90 maintenance fee per month. Additional charges will be incurred of \$0.0089 for black and white copies made over 1000 copies and \$0.06 per color page, for color copies made over 500 copies.																																																		
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Account: 390-498.00-6419																																																		
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>	ABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	AABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	WBE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	HBE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	NABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
ABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																											
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NABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																											



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



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

# Memo

**TO:** The Honorable Mayor Chokwe Antar Lumumba  
Office of the Mayor

**FROM:** Ison B. Harris, Jr., Director  
Department of Parks & Recreation

**DATE:** February 15, 2022

**SUBJECT:** (State Contract) - Konica Minolta Bizhub C659 Digital Color System

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The attached agenda item is a lease agreement between the City of Jackson and Advantage Business Systems (ABS), for the lease of one (1) Konica Minolta Bizhub C360i Digital Color Copier/Printer, at the Jackson City Zoo.

The Department believes executing this agreement is in the best interest of the City and Department, and recommends this Order is approved.

IBHjr/pb





Office of the City Attorney


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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS (ABS) FOR A KONICA MINOLTA BIZHUB C360i DIGITAL COLOR COPIER/PRINTER, STATE CONTRACT NUMBER 8200056217, TO BE USED BY THE JACKSON CITY ZOO is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Carrie Johnson, Deputy City Attorney 

2/23/22  
DATE

OFFICE OF THE CITY ATTORNEY  




**RENTAL AGREEMENT  
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES  
AND VENDORS  
(applicable to equipment rental transactions)**

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Jackson (hereinafter referred to as Customer), and Advantage Business Systems (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

**1. CUSTOMER ACCOUNT ESTABLISHMENT:**

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

**2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT:** The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

**3. SHIPPING AND TRANSPORTATION:** Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

**4. RISK OF LOSS OR DAMAGE TO EQUIPMENT:** While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

**5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:**

A. **DELIVERY:** Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.



B. **INSTALLATION SITE:** At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. **INSTALLATION DATE:** The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. **ACCEPTANCE:** Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. **RELOCATION:** Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. **RENTAL TERM:** The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. **OWNERSHIP:** Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

#### 8. **PAYMENTS:**

A. **INVOICING AND PAYMENTS:** The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. **E-PAYMENT:** The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. **PAYMODE:** Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. **METER READINGS:** If applicable, the Customer shall provide accurate and timely meter readings at the end



of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. **COPY CREDITS:** If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. **USE OF EQUIPMENT:** Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. **MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:**

A. **SERVICES:** If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. **EXCLUSIONS:** The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. **REMEDIES:** If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. **HOLD HARMLESS:** To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,





which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

**For the Vendor:**  
Advantage Business Systems  
Name Donna May  
Title Account Manager  
Address 5442 Executive Place  
City, State, & Zip Code Jackson, MS 39206

**For the Customer:**  
City of Jackson  
Name Kimberly Allen  
Title Office Coordinator  
Address 2918 W Capital St  
City, State, & Zip Code Jackson, MS 39209

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,



security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. **RECORD RETENTION AND ACCESS TO RECORDS:** The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.
22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.
23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.
24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.
26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.
27. **E-VERIFY COMPLIANCE:** If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and



approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. **HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. **TRANSPARENCY:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. **COMPLIANCE WITH LAWS:** The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.



For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 10th day of February, 2022.

Vendor: Advantage Business Systems

By:   
Authorized Signature

Printed Name: Donna May

Title: Account Manager

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

Witness my signature this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Customer: City of Jackson

By: \_\_\_\_\_  
Authorized Signature

Printed Name: Chokwe A. Lumumba

Title: Mayor

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_





EXHIBIT A  
RENTAL AGREEMENT  
FOR USE BY  
MISSISSIPPI Agencies AND VENDORS  
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200056217  
Vendor Company Name: Advantage Business Systems  
Customer Agency Name: City of Jackson (Jackson Zoo)  
Bill to Address: 2918 W Capital St., Jackson, MS 39209  
Ship to Address: SAME

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
Bizhub C360i FS539 + RU513 Finisher DK516 Desk FK514 Fax	\$187.00

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 48 months  
Start Date:  
End Date:

Modifications: Maintenance billed monthly @ \$ 38.90 and includes 1000 b/w and overages billed @ \$.0089 and 500 color copies with overages billed @ \$.06 per copy.

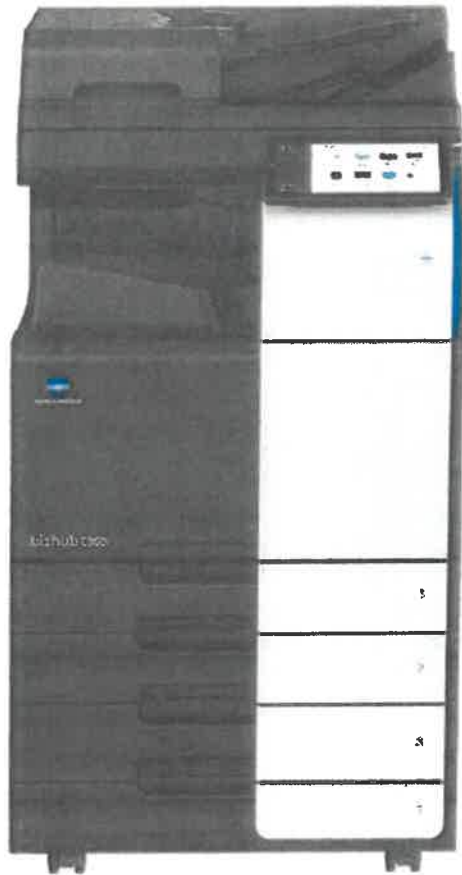
Donna May  
Vendor Signature

\_\_\_\_\_  
Customer Signature



Proposal for:  
**The Jackson Zoo**

RECEIVED  
FEB 10 2022  
BY: *PB*



**Advantage Business  
Systems**

5442 Executive Place  
Jackson, MS 39206

Donna May (601)362-9192  
Call (601)317-4298





January 10, 2022

The Jackson Zoo  
2918 West Capitol St  
Jackson, MS 39209

Enclosed please find the information on the Konica Minolta Bizhub C360i color copier. I have put into the Proposal, pricing from Konica Minolta for use City of Jackson. State of MS Contract #8200056217. I plan on being there for whatever needs you have. I hope these will meet your needs and within your price range.

We look forward to offering you the finest service available. We believe Konica Minolta blended with our excellent service, are the foundation for a successful partnership.

Thanks again for the opportunity,

Sincerely,

Donna May  
Senior Account Executive  
Advantage Business Systems



# Konica Minolta Overview

Konica Minolta Business Solutions U.S.A., Inc. (KMBS) is a wholly owned subsidiary of Konica Minolta Holdings, Inc., formed through the merger of Konica, Inc. and Minolta Co., Ltd. With more than 200 years of combined experience, Konica Minolta is building on a long and rich history of developing innovative imaging technologies and bringing new products to market. It is a company that continues to create fresh new impressions in the field of imaging by mobilizing its core competencies in optics, printing and copying, scanning and software to create these products and services.

Headquartered in Ramsey, New Jersey, KMBS provides its customers with complete solutions to efficiently create, reproduce, share and manage document-based information. The company provides the essentials of imaging to companies and organizations ranging from small office/home office to workgroups and departments and to large production operations. Its technologically advanced line of products and services include:

- A complete line of high-speed, high-volume document systems, up to 170 ppm and 1.25 million impressions per month.
- A full line of superior quality color imaging systems for corporate, graphics arts and production environments.
- A wide range of multifunctional workgroup and departmental document systems and facsimile machines with advanced functionality such as network scanning and Internet faxing.
- Software solutions designed to bridge the gap between computers and document systems, offering capabilities from easy scan-to-file to automated document manipulation to total workflow process solutions.
- Desktop monochrome and color laser printing systems.
- Professional services for infrastructure management and document process streamlining.
- Advanced scanning and micrographics systems for document imaging.
- World-class sales, service and support through an extensive network of direct sales offices, authorized dealers, resellers and distributors in the United States, Canada, Mexico, Central America and South America.

## Advantage Business Systems Overview

**Advantage Business Systems was founded in 1976 by Tom Day. Since its inception, Advantage Business Systems has grown rapidly to become one of the premier office equipment suppliers in Central Mississippi. The fast growth is attributed to all of our people being dedicated to providing the finest customer service and representing the innovative digital technologies that Minolta offers.**

**Our dedication to service is exemplified by our multiple Pro-Tech service awards we have earned and the loyalty of thousands of customers in the metro area.**

**The service we provide is backed by our Performance Uptime Guarantee, which insures that your equipment is as productive as possible.**

**We are excited to have the opportunity to serve your company's document management needs now and into the future.**





# PROPOSED CONFIGURATION

The following Konica Minolta Bizhub C360i Digital Color System provides these features:

- 36 ppm b/w and 36 ppm full color
- 100,000 sheet monthly duty cycle
- Single Pass Document Feeder (100 sheets)
- 1800 x 600dpi scanning
- Warm up time of less than 41 seconds
- 2 X 500 sheet universal cassette and 150 sheet intelligent bypass
- 256 color shades per pixel
- Standard and custom paper size support up to 12" x 18"
- 10" Touch and Swipe Control Panel
- Network Printing
- Network Scanning
- Staple Finisher
- Banner Printing
- Box Functionality
- Print to/from USB
- Print from iPod, iPad, Android Device



**48 Month Rental: \$187.00 each**

- Bizhub C360i Digital Color Copier/Printer
- Desk
- Dual Head Scanner
- Staple Finisher



# Maintenance

## Maintenance Program Includes:

- All toner cartridges
- All other consumables except paper & staples
- All parts, drums, labor and service calls
- Preventative maintenance procedures
- Unlimited on-site customer training
- Can be billed monthly, quarterly or annually

**Maintenance billed Monthly @ \$38.90 and includes 1000 b/w copies with overages billed @ \$.0089.  
And 500 color copies with overages billed @ \$.06 per copy.**

- *(based on single sided, letter sized image)*



OFFICE OF THE CITY ATTORNEY  
*[Handwritten Signature]*

**ORDER AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION'S MULTI-MODAL TRANSPORTATION IMPROVEMENT PROGRAM FOR FUNDING IN THE AMOUNT OF \$480,000.00 FOR THE SUPPORT OF JATRAM OPERATIONS**

**Whereas**, the Mississippi Department of Transportation published on its website notice for Section 5311 and Section 5307 recipients that the Mississippi Department of Transportation was making 16% of the Multi-Modal Transit Improvement Program (MMTIP) allocated funds available for transit projects; and

**Whereas**, the deadline for submitting an application is 4:00 p.m. on April 1, 2022; and

**Whereas**, the purpose of the Multi-Modal Transit Improvement Program is to provide funds for priority projects which funds are not otherwise available that are important to the continued development and improvement of the state's public transportation infrastructure and have significant impact on local communities; and

**Whereas** the funds cannot be used for routine administrative expenses; and

**Whereas**, the Mississippi Department of Transportation stated that funds will be approved on a competitive basis and not based on the number of applications received, but on the priority of the projects; and

**Whereas**, the City of Jackson has in previous years received an allocation or been awarded funds from the MMTIP; and

**Whereas**, the City of Jackson's Transit Division is recommending that the City of Jackson submit an application for the sum of \$480,000.00 to the Mississippi Department of Transportation in order to support fueling and other operating expenses not eligible for funding provided by the Federal Transit Administration;

**Whereas**, the City of Jackson's Transit Division believes that its application will be competitive and considered as a priority project;

**Whereas**, the best interest of the City of Jackson would be served by applying for funding in the amount of \$480,000.00;

**IT IS THEREFORE ORDERED** that the Mayor shall be authorized to submit an application to the Mississippi Department of Transportation MMTIP for funding in the amount of \$480,000.00;

**IT IS THEREFORE ORDERED** that if funds are awarded to the City of Jackson by the Mississippi Department of Transportation, the Mayor shall be authorized to accept the funds received, execute documents and agreements required for receipt of funds, and submit financial reports, if any, are required concerning the receipt and expenditure of the monies.

Regular Agenda  
Agenda Item #25  
Agenda Date March 29, 2022  
(Hillman, Lumumba)


**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 3/15/2022**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION FOR A GRANT IN THE AMOUNT OF \$480,000 FOR THE CITY'S TRANSIT SYSTEM FOR THE FISCAL YEAR 2023 MULTIMODAL TRANSPORTATION IMPROVEMENT FUND AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS</b>
2.	<b>Public Policy Initiative</b> <b>1. Youth &amp; Education</b> <b>2. Crime Prevention</b> <b>3. Changes in City Government</b> <b>4. Neighborhood Enhancement</b> <b>5. Economic Development</b> <b>6. Infrastructure &amp; Transportation</b> <b>7. Quality of Life</b>	6. Infrastructure & Transportation.
3.	<b>Who will be affected</b>	All residents and visitors of the City of Jackson.
4.	<b>Benefits</b>	This grant will be used for the support of operating expenses of City's public transit system.
5.	<b>Schedule (beginning date)</b>	October 1, 2022 to September 30, 2023
6.	<b>Location:</b>	Department of Planning & Development/Transit Services Division/All wards
7.	<b>Action implemented by: City Department</b>	Department of Planning & Development Transit Services Division.
8.	<b>COST</b>	\$0.00
9.	<b>Source of Funding</b> <b>General Fund</b> <b>Grant</b> <b>Bond</b> <b>Other</b>	n/a
10.	<b>EBO participation</b>	ABE ___%      WAIVER    yes ___    no ___      N/A ___X___ AABE ___%    WAIVER    yes ___    no ___      N/A ___X___ WBE ___%      WAIVER    yes ___    no ___      N/A ___X___ HBE ___%      WAIVER    yes ___    no ___      N/A ___X___ NABE ___%     WAIVER    yes ___    no ___      N/A ___X___

# MEMORANDUM

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

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

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

**DATE:** March 2, 2022

**RE:** Agenda Item for March 15, 2022 City Council Meeting

The attached agenda item authorizes the City Council to authorize an application to be submitted by the Transit Services Division and authorize the Mayor or designee to execute grant agreements and related documents in the amount of \$480,000 to receive state funds from the Mississippi Department of Transportation (MDOT) Multimodal Transportation Improvement Fund. These grant funds represent state allocations from fiscal year 2023.

As the recipient of the funds, the City of Jackson agrees that said funds will be used for other operation expenses, which is not covered by the Federal Transit Administration (FTA). The City will use these funds to match existing Federal Transit Administration (FTA) funds provided to support transit operations.

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

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

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
*Carrie Johnson*

## OFFICE OF THE CITY ATTORNEY

---

This, **ORDER AUTHORIZING SUBMISSION OF AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION'S MULTI-MODAL TRANSPORTATION IMPROVEMENT PROGRAM FOR FUNDING IN THE AMOUNT OF \$480,000 FOR THE SUPPORT OF JATRAM OPERATIONS** has been reviewed by me and is legally sufficient for placement in NOVUS Agenda System



---

**CARRIE JOHNSON**  
Deputy City Attorney

*3/16/2022*

---

**DATE**



## MEMORANDUM

**To:** Chokwe Antar Lumumba, Mayor City of Jackson

**From:** Jordon Rae Hillman, AICP, Director

**Date:** February 11, 2022

**Re:** Agenda Item - Amended Disposition of Surplus Property via the donation method (parcel 73-29-1).

---

The Surplus Property Committee is requesting approval to amend the Order approved on February 1, 2022, authorizing declaration of Parcel 73-29-1 as surplus property and the subsequent disposal to Gulf Coast Housing Partnership, Inc.

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

01/19/22  
**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>					
1.	<b>Brief Description/Purpose</b>	Parcel 73-29-1 (Cohea Street)  Purpose is to dispose surplus property by the bid method					
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 5. Economic Development					
3.	<b>Who will be affected</b>	Surrounding residents and businesses of Jackson.					
4.	<b>Benefits</b>	Property will be put back on the Tax Rolls.					
5.	<b>Schedule (beginning date)</b>	N/A					
6.	<b>Location:</b> § <b>WARD</b>  § <b>CITYWIDE (yes or no) (area)</b>  § <b>Project limits if applicable</b>	Ward 7  No  N/A					
7.	<b>Action implemented by:</b> § <b>City Department</b> <input type="checkbox"/>  § <b>Consultant</b> <input type="checkbox"/>	Planning and Development Surplus Property Committee					
8.	<b>COST</b>	N/A					
9.	<b>Source of Funding</b> § <b>General Fund</b> <input type="checkbox"/> § <b>Grant</b> <input type="checkbox"/> § <b>Bond</b> <input type="checkbox"/> § <b>Other</b> <input type="checkbox"/>	217-404.90-08002-901-6419					
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	_____ no _____	N/A	<u> X </u>
		AABE	_____ %	WAIVER	_____ no _____	N/A	<u> X </u>
		WBE	_____ %	WAIVER	_____ no _____	N/A	<u> X </u>
		HBE	_____ %	WAIVER	_____ no _____	N/A	<u> X </u>
		NABE	_____ %	WAIVER	_____ no _____	N/A	<u> X </u>

**AMENDED ORDER DECLARING PARCEL NO. 73-29-1 AS SURPLUS PROPERTY AND AUTHORIZING DISPOSAL OF SAME TO GULF COAST HOUSING PARTNERSHIP, INC. FOR DRIVEWAY ACCESS TO A RESIDENTIAL DEVELOPMENT**

**WHEREAS**, on February 1, 2022, the Jackson City Council passed an order which declared Parcel No. 73-29-1 in the City of Jackson as surplus property and authorized the disposal of same by conveyance to Gulf Coast Housing Partnership, Inc. for the purpose of providing driveway access for a residential development; and

**WHEREAS**, the Order which authorized the disposal of the property contained an error indicating that the property was being disposed of pursuant to Section 21-17-1(2)(a) of the Mississippi Code; and

**WHEREAS**, the Department of Planning and Development intended to recommend that the governing authorities authorize the disposal and conveyance of the property to Gulf Coast Housing Partnership, Inc., pursuant to Section 21-17-1(3)(b)(i);

**WHEREAS**, Section 21-17-1(3)(b)(i) authorizes governing authorities to *donate* lands to a bona fide not for profit corporation such as Habitat for Humanity which is engaged in the construction of housing for persons who otherwise can afford to live only in substandard housing if the governing authorities find by resolution duly and lawfully adopted and spread upon the minutes that the municipally owned real property is not used for municipal purposes and is therefore surplus as set forth in subsection (2) of the section

**WHEREAS**, Section 21-17-1(2)(a) contains certain requirements for the disposal or conveyance of the property in the manner contemplated by Section 21-17-1(3)(b)(i) which are as follows: (i) the property is no longer needed for municipal or related purposes and is not to be used in the operation of the municipality; (ii) the sale of the property in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the municipality; and (iii) the use of the property for the purpose of which it is to be sold, conveyed, or leased will promote and foster the development and improvement of the community in which it is located and the civic social, educational, cultural, moral, economic or industrial welfare there of; and

**WHEREAS**, Parcel 73-29-1 is municipally owned property which is not needed for municipal or related purposes and is not to be used in the operation of the municipality; and

**WHEREAS** the sale of Parcel 73-29-1 in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the City of Jackson; and

**WHEREAS**, the use of the property for the purpose for which it is conveyed will promote and foster the development and improvement of the community in which it is located and will also foster the community's social, educational, cultural, moral, and economic welfare because the proposed use is to provide driveway access for a residential development; and

**WHEREAS**, information appearing in the Mississippi Secretary of State's online database indicates that Gulf Coast Housing Partnership, Inc., is a foreign non-profit corporation in good standing; and

**WHEREAS**, the website for Gulf Coast Housing Partnership, Inc., indicates that its business strategy is to create affordable housing supported by essential services and quality of life amenities that result in diverse, economically viable and sustainable communities; and

Regular Agenda  
Agenda Item #26  
Agenda Date March 29, 2022  
(Hillman, Lumumba)

**WHEREAS**, Gulf Coast Housing Partnership, Inc., is a bona fide not for profit corporation like Habitat for Humanity engaged in the construction of housing for persons who otherwise can afford to live only in substandard housing; and

**WHEREAS**, Parcel 73-29-1 contains the following legal description:

*BEG 65.5 FT E INT E/L MILL ST & S/L COHEA ST E 60 FT S 69 FT NWLY 51.57 FT W 10 FT N  
45 FT TO POB IN LOTS 15 & 16 COHEA SYN J*

**IT IS, THEREFORE, ORDERED** that Parcel No. 73-29-1 which has the following legal description be conveyed by quitclaim deed to Gulf Coast Housing Partnership, Inc.: pursuant to Section 21-17-1(3)(b)( i) of the Mississippi Code.

*BEG 65.5 FT E INT E/L MILL ST & S/L COHEA ST E 60 FT S 69 FT NWLY 51.57 FT W 10 FT N  
45 FT TO POB IN LOTS 15 & 16 COHEA SYN J*

**IT IS FURTHER ORDERED** that the quitclaim deed conveying Parcel 73-29-1 to Gulf Coast Housing Partnership shall contain language indicating that the conveyance is subject to all easements, rights-of-way, and restrictions of record concerning the property.

**IT IS FUTHER ORDERED** that the quitclaim deed conveying Parcel 73-29-1 to Gulf Coast Housing Partnership shall contain language reserving all mineral rights together with the right of ingress and egress to remove same.

Item #: \_\_\_\_\_

Date: February 1, 2022

By: (Hillman, Lumumba)

Office of the City Attorney

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


## OFFICE OF THE CITY ATTORNEY

---

This AMENDED ORDER DECLARING PARCEL NO. 73-29-1 AS SURPLUS PROPERTY AND AUTHORIZING DISPOSAL OF SAME TO GULF COAST HOUSING PARTNERSHIP, INC. FOR DRIVEWAY ACCESS TO A RESIDENTIAL DEVELOPMENT is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Victoria James, *Deputy City Attorney* 

3/9/02

DATE

OFFICE OF THE CITY ATTORNEY  
V.J. James



**ORDER AMENDING THE OCTOBER 12, 2021 ORDER AMENDING THE JUNE 22, 2021 ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH GULF COAST HOUSING PARTNERSHIP, INC. TO INCREASE FUNDING FROM THE HOME-FUNDED RENTAL REHABILITATION/CONSTRUCTION PROJECT FOR THE PEARL SENIOR LIVING COMMUNITY FROM \$543,507.00 TO \$1,165,438.00 TO REFLECT THE PROPER ENTITY AS SOUTHWEST PEARL, LLC.**

**WHEREAS**, the City of Jackson receives an annual allocation from the U. S. Department of Housing and Urban Development (HUD) of HOME Investment Partnership Grant (HOME) Funds to provide decent, safe, and affordable housing to low-and moderate-income residents; and

**WHEREAS**, the Office of Housing and Community Development has a mission, in part, to assist in ensuring that all neighborhoods are free of blight, are quality livable places, and have access to resources and services; and

**WHEREAS**, the City of Jackson signed funding approval and grant agreements for Grant Number M-19-MC-28-0200 on December 4, 2019, and M-20-MC-28-0200 on August 20, 2021, for the HOME Investment Partnership Program; and

**WHEREAS**, On October 12, 2021, the City Council authorized the award of \$1,165,438.00 for seven (7) HOME funded units to the Gulf Coast Housing Partnership, Inc.; and

**WHEREAS**, pursuant to Section 226 of Title II of the Cranston-Gonzalez National Affordable Housing Act, the City of Jackson is required to enter into a contractual agreement with the owner of the HOME rental project to ensure compliance with the HOME statutory and regulatory requirements; and

**WHEREAS**, the Pearl Southwest, LLC, is owned and operated by Gulf Coast Housing Partnership, Inc. as a single-asset entity for the sole purpose of owning the Pearl Senior Living Facility Project; and

**WHEREAS**, the Office of Housing and Community Development has reviewed the proposal submitted by Gulf Coast Housing for the Pearl Senior Living Community and determined that it is eligible for funding for the construction/rehabilitation of seven (7) of the total 76 units that will be available for low-income senior citizens; and

**IT IS, THEREFORE, ORDERED** that the October 21, 2021 Order which authorized the Mayor to execute the contract and related documents with Gulf Coast Housing Partnership is amended to reflect the owner of the HOME rental project, Southwest Pearl, LLC, for the HOME funded rental rehabilitation/construction Pearl Senior Living Facility project for \$1,165,438.00.

Regular Agenda  
Agenda Item #27  
Agenda Date March 29, 2022  
(Hillman, Lumumba)

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 3/29/2022

	POINTS	COMMENTS
1.	<b>Brief Description</b>	ORDER AMENDING THE OCTOBER 12, 2021 ORDER AMENDING THE JUNE 22, 2021 ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH GULF COAST HOUSING PARTNERSHIP, INC. TO INCREASE FUNDING FROM THE HOME-FUNDED RENTAL REHABILITATION/CONSTRUCTION PROJECT FOR THE PEARL SENIOR LIVING COMMUNITY FROM \$543,507.00 TO \$1,165,438.00 TO REFLECT THE PROPER ENTITY AS SOUTHWEST PEARL, LLC. (WARD 5)
2.	<b>Purpose</b>	To provide decent, safe and affordable rental housing in the city of Jackson.
3.	<b>Who will be affected</b>	Citizens of Jackson.
4.	<b>Benefits</b>	It will allow a presently vacant and dilapidated property to be rehabilitated and occupied.
5.	<b>Schedule (beginning date)</b>	Upon approval and in compliance with scope of work in application agreement.
6.	<b>Location:</b> <b>WARD</b> <b>CITYWIDE (yes/no)</b> <b>(area)</b> <b>Project limits if applicable</b>	Ward 5
7.	<b>Action implemented by:</b> <b>City Department</b> <u>  X  </u> <b>Consultant</b> _____	Department of Planning and Development. Office of Housing & Community Development.
8.	<b>COST</b>	\$1,165,438.00
9.	<b>Source of Funding</b> <b>General fund</b> _____ <b>Grant</b> <u>  X  </u> <b>Bond</b> _____ <b>Other</b> _____	HOME funds - Grant number: M-19-MC-28-0200 and M-20-MC-28-0200
10.	<b>E. B.O. Participation</b>	<b>ABE</b> _____ % <b>WAIVER</b> _____ <b>yes</b> _____ <b>no</b> _____ <b>N/A</b> _____ <b>AABE</b> _____ % <b>WAIVER</b> _____ <b>yes</b> _____ <b>no</b> _____ <b>N/A</b> _____ <b>WBE</b> _____ % <b>WAIVER</b> _____ <b>yes</b> _____ <b>no</b> _____ <b>N/A</b> _____ <b>HBE</b> _____ % <b>WAIVER</b> _____ <b>yes</b> _____ <b>no</b> _____ <b>N/A</b> _____ <b>NABE</b> _____ % <b>WAIVER</b> _____ <b>yes</b> _____ <b>no</b> _____ <b>N/A</b> _____




Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AMENDING THE OCTOBER 12, 2021 ORDER AMENDING THE JUNE 22, 2021 ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH GULF COAST HOUSING PARTNERSHIP, INC. TO INCREASE FUNDING FROM THE HOME-FUNDED RENTAL REHABILITATION/CONSTRUCTION PROJECT FOR THE PEARL SENIOR LIVING COMMUNITY FROM \$543,507.00 TO \$1,165,438.00 TO REFLECT THE PROPER ENTITY AS SOUTHWEST PEARL, LLC. is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, City Attorney  
Sondra Moncure, Deputy City Attorney *S.M.*

*3/23/22*  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
3/23/22



**ORDER RATIFYING AND AUTHORIZING PAYMENT TO STAFFERS  
FOR THE PROCUREMENT OF TEMPORARY PERSONNEL SERVICES  
IN THE AMOUNT OF \$449.68**

HILLMAN LUMUMBA  
ATTORNEY AT LAW  
1000 17th St. N.  
Tomball, TX 77375  
281-291-1100

**WHEREAS**, the Office of Code Services Division of the Department of Planning and Development needed to obtain temporary personnel services necessary for the operation of the Code Services Division; and

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

**WHEREAS**, the temporary personnel services included assisting the Projects Planning Coordinator with the timely production of records in response to Open Records Requests and other clerical work necessary for the operation of the Code Services Division; and

**WHEREAS**, in order to ensure the continued and proper operation of the Code Services Division, the Planning and Development Department recommends paying the invoice for temporary personnel services for July 2021, which is attached hereto as an exhibit.

**IT IS, THEREFORE ORDERED** that temporary personnel services provided by Staffers is hereby ratified, and payment in the amount set forth, consistent with the attached invoice, is authorized as follows:

<b>Invoice No. 88567</b>			
<b>Dates</b>	<b>Vendor Name</b>	<b>Procurement Services</b>	<b>Amount</b>
7/30/21	STAFFERS	Temporary Personnel Services	\$ 449.68
		<b>GRAND TOTAL</b>	<b>\$ 449.68</b>

Regular Agenda  
Agenda Item #28  
Agenda Date March 29, 2022  
(Hillman, Lumumba)

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

**3/2/2022**

**DATE**

<b>POINTS</b>	<b>COMMENTS</b>																																													
1. <b>Brief Description/Purpose</b>	<b>ORDER RATIFYING AND AUTHORIZING PAYMENT TO STAFFERS FOR THE PROCUREMENT OF TEMPORARY PERSONNEL SERVICES IN THE AMOUNT OF \$449.68</b>																																													
2. <b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	N/A																																													
3. <b>Who will be affected</b>	<b>OFFICE OF CODE SERVICES</b>																																													
4. <b>Benefits</b>	<b>OFFICE OF CODE SERVICES</b>																																													
5. <b>Schedule (beginning date)</b>	<b>ASAP</b>																																													
5. <b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	<b>OFFICE OF CODE SERVICES</b>																																													
7. <b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	<b>DEPARTMENT OF PLANNING AND DEVELOPMENT/OFFICE OF CODE SERVICES DIVISION</b>																																													
8. <b>COST</b>	<b>\$449.68</b>																																													
8. <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"/>	<b>001-444.20-6489</b>																																													
9. <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><input checked="" type="checkbox"/></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><input checked="" type="checkbox"/></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><input checked="" type="checkbox"/></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><input checked="" type="checkbox"/></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><input checked="" type="checkbox"/></td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<input checked="" type="checkbox"/>	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<input checked="" type="checkbox"/>	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<input checked="" type="checkbox"/>	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<input checked="" type="checkbox"/>	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<input checked="" type="checkbox"/>
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<input checked="" type="checkbox"/>																																						
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<input checked="" type="checkbox"/>																																						
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<input checked="" type="checkbox"/>																																						
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<input checked="" type="checkbox"/>																																						
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<input checked="" type="checkbox"/>																																						

## MEMORANDUM

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

**VIA:** Jordan Hillman, Director  
Department of Planning and Development

**FROM:** *JPH* Chloe Dotson, Deputy Director  
Office of Code Services

**DATE:** February 28, 2022

**RE:** AGENDA ITEM FOR MARCH 15, 2022 CITY COUNCIL MEETING

The attached agenda item is an order ratifying procurement of services from a certain vendor and authorizing payment to said vendor. Due to exigent circumstances, the procurement of these necessary services were used to maintain the operation of the Office of Code Services Division.

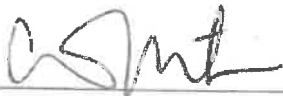
If you have questions, please call Chloe Dotson, Deputy Director, Office of Code Services at (601) 960-1172.

Office of the City Attorney


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

## OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING OF SERVICES FROM STAFFERS AND AUTHORIZING TO SAID VENDOR IN THE AMOUNT OF \$449.68 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney 

3/9/22

DATE

OFFICE OF THE CITY ATTORNEY  
3/9/22

# Staffers

P O Box 16466 Jackson, MS 39236-6466  
PH: (601) 362-1010 FAX: (601) 362-1074

Page 1 of 1

ACCOUNT NO.

1761

INVOICE NO.

88567

INVOICE DATE

07/30/2021

MS Dept. of Planning & Development  
Attn: Gloria May  
200 South President St.  
Bldg Permit/Code Service  
Jackson, MS 39201

P.O. NUMBER

Terms : Due Upon Receipt

EMPLOYEE NAME	WEEK ENDING	ASSIGNMENT	HOURS	RATE	TOTAL
Bailey, Druthie	07/25/2021				
	Regular	12428	38.50	11.68	449.68

Subtotal	449.68
Less Discount	0.00
Plus Sales Tax	0.00
Sales Taxable Amount	0.00
	<u>449.68</u>

Thank you for choosing Staffers!

**WE APPRECIATE YOUR BUSINESS!!!**

*We reserve the right to charge past due accounts 1 1/2% interest per month from due date. Annual Percentage Rate 18%.*

**TOTAL DUE**

**449.68**





**ORDER AMENDING THE FISCAL YEAR 2021-2022 BUDGET OF THE  
CITY OF JACKSON WATER DEPARTMENT/METER READING  
SERVICE CONNECTIONS**

OFFICE OF THE CITY ATTORNEY  
3-29-2022

**WHEREAS**, certain unanticipated needs and allocations in the amount of \$8,000.00 have arisen since the adoption of the Fiscal Year 2021-2022 City of Jackson Budget for the Water Department/Meter Reading Service Connections; and

**WHEREAS**, the Fiscal Year 2021-2022 City of Jackson Budget should be amended to provide funding for these unanticipated needs; and

**WHEREAS**, the following accounts should be amended as follows:

031.520106419	(\$8,000.00)
031.520206316	\$8,000.00

**IT IS, THEREFORE, ORDERED** that the Fiscal Year 2021-2022 Budget be revised in the amount of \$8,000.00 as follows:

<u>To/From</u>	<u>Fund/Account Number</u>	<u>Amount</u>
From:	031.520106419	(\$8,000.00)
To:	031.520206316	\$8,000.00

Regular Agenda  
Agenda Item #29  
Agenda Date March 29, 2022  
(King, Lumumba)

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

DATE 03/8/2022

POINTS		COMMENTS					
1.	<b>Brief Description/Purpose</b>	<b>ORDER AMENDING THE FISCAL YEAR 2021-2022 BUDGET OF THE CITY OF JACKSON WATER DEPARTMENT/METER READING SERVICE CONNECTIONS</b>					
2.	<b>Mayoral Priority Addressed</b> 1. Public Safety 2. Economic Development 3. Housing 4. Infrastructure 5. Quality of Life	<b>QUALITY OF LIFE</b>					
3.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	<b>QUALITY OF LIFE</b>					
4.	<b>Who/What will be affected &amp; Benefits</b>	<b>CONSTITUENTS OF CITY SERVICES</b>					
5.	<b>Schedule</b> 1. Contract 2. Project (Beginning date) (Completion date)	<b>UPON COUNCIL APPROVAL</b>					
6.	<b>Location:</b> ■ WARD  ■ CITYWIDE (yes or no) (area)  ■ Project limits if applicable	<b>ALL WARDS</b>					
7.	<b>Action initiated by:</b> ■ Mayor's Office <input type="checkbox"/> ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	<b>DEPARTMENT OF PUBLIC WORKS</b>					
8.	<b>COST</b>	<b>\$8,000.00</b>					
9.	<b>Source of Funding</b> ■ General Fund <input type="checkbox"/> ■ Enterprise <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	<b>From</b>	<b>031.520106419</b>	<b>(\$8,000.00)</b>			
		<b>To</b>	<b>031.520206316</b>	<b>\$8,000.00</b>			
10.	<b>EBO participation</b>	ABE	___ %	WAIVER	Yes ___	No ___	N/A ___
		AABE	___ %	WAIVER	Yes ___	No ___	N/A ___
		WBE	___ %	WAIVER	Yes ___	No ___	N/A ___
		HBE	___ %	WAIVER	Yes ___	No ___	N/A ___
		NABE	___ %	WAIVER	Yes ___	No ___	N/A ___



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

## Memorandum

To: Mayor Chokwe Antar Lumumba

From: Marlin King  
Director of Public Works

Date: March 8, 2022

Re: Agenda Item: Order Amending the Fiscal Year 2021-2022

---

This agenda item will reallocate \$8,000.00:

- From ~ 031.520106419 (Other Professional Services)
- To ~ 031.520206316 (Motor Vehicle Repair Materials)

To ensure the following:

- Payment of Invoice
- Repairs for city vehicle PT-782(bill attached)
- Transportation for daily field assignments
- Multiple trucks currently in the city garage
- Funding needed for future vehicle repairs
- Funding for additional truck keys when necessary

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

See Attachment:

# 2842

CUSTOMER #: G2-215162

749508

\* INVOICES \*



*Auto Family*

GRAY-DANIEL'S NISSAN BRANDON  
105 Gray Daniels Blvd., Brandon, MS 39042  
(601) 849-5200 - Main  
(601) 833-7388 - Toll Free

CITY OF JACKSON  
200 B PRESIDENT ST  
JACKSON, MS 39201-4307  
HOME: 601-960-1590 COMM: 601-960-1590  
BUS: 601-960-1511 CELL: 601-721-6842

PAGE 1  
SERVICE ADVISOR: 80021

REGISTRATION  
SALES TAX  
TOTAL DUES  
TOTAL CHARGES  
TOTAL AMOUNT

01JAN13 D: 13 NISSAN FRONTIER 1N6RD0CTLD732058 98693 98695 P4017  
REG. OPTS: 18:00 1AEB22 9922398 CASH 1YEB22

17:06 1JDEC21 14:27 1YEB22 LIST NET TOTAL  
LINE OPTCODE TECH TYPE BOOKS  
A C/S: CUSTOMER STRAITS THE VEHICLE RESTRAINS BAD AND BRAKES AT AROUND

CS CUSTOMER STRAITS ...  
700449 CRC 140.00 36.36 140.00  
1 65621-2900A CABL HOOD LOCK 30.54 30.54 30.54  
PARTS: 30.54 LABOR: 140.00 OTHER: 0.00 TOTAL LINE A: 170.54  
COOLANT WAS LOW ADDED COOLANT TEST DRIVE TWICE DID NOT OVER HEAT OR  
SHAKE/WEIGHT. COULD NOT DUPLICATE AT THIS TIME  
\*\*\*\*\*  
B MULTI POINT INSPECTION  
WFL FWER  
700449 ISE 0.00 0.00 0.00 TOTAL LINE B: 0.00  
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00  
Recommend tune up fuel injectors and spark plug exchange  
\*\*\*\*\*

C\*\* Miscellaneous Maintenance - Repair - Replace Spark Plugs  
W401 REPLACED SPARK PLUGS  
700011 CEM 502.25 502.25 502.25  
4 B2401-1A01LM FLUG-BRSTK VALVE 12.98 12.98 51.92  
ADVANTAGE 4 14035-BA000 GASKET-WATERHOOD 21.50 18.06 72.24  
PARTS: 124.16 LABOR: 502.25 OTHER: 0.00 TOTAL LINE C: 626.41  
\*\*\*\*\*

D\*\* Fuel Injection Service with/without Body Cleaning  
PIS Fuel Injection Service with/without Body  
Cleaning  
700011 CEM 129.60 129.60 129.60  
1 2100 FUEL SYSTEM CLEANING KIT 59.99 50.39 50.39  
PARTS: 50.39 LABOR: 129.60 OTHER: 0.00 TOTAL LINE D: 179.99  
\*\*\*\*\*

E\*\* REPLACE IN CABIN MICRO-FILTER WITH CN95 AIR FILTER  
CF REPLACE IN CABIN MICRO-FILTER WITH CN95 AIR  
FILTER  
700011 CEM 129.60 129.60 129.60  
1 2100 FUEL SYSTEM CLEANING KIT 59.99 50.39 50.39  
PARTS: 50.39 LABOR: 129.60 OTHER: 0.00 TOTAL LINE D: 179.99  
\*\*\*\*\*

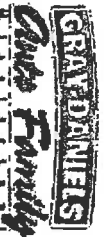
REGISTRATION  
SALES TAX  
TOTAL DUES  
TOTAL CHARGES  
TOTAL AMOUNT

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.  
CUSTOMER COPY  
081-530.20.6316

CUSTOMER #: G3-215162

749508

+ INVOICE +



GRAY-DANIELS NISSAN BRANDON  
108 Gray Daniels Blvd. - Brandon, NB 89042

CITY OF JACKSON  
200 S PRESIDENT ST  
JACKSON, MS 39201-4307  
HOME: 601-960-1590 CONT: 601-960-1590  
BUS: 601-960-1911 CELL: 601-720-6842

BRG 2  
SERVICE ADVISOR: 800240

108 Gray Daniels Blvd. - Brandon, NB 89042  
www.graydaniels.com  
(800) 530-7888 - Toll Free  
DON COLETTI

REL. DATE	13	NISSAN FRONTIER	1N6BDOCT11NWT37958	NOTE	98692798695	14017
REG. DATE	18JAN13 D	REG. DIST. WARR. EST.	PROMISER	NO. 50	98692798695	14017
REG. #	1	REG. #	18JAN13 D	OPTION:	9922399	17FEB22

LINE	17:06	13DEC21	14:27	17FEB22	LIST	NET	TOTAL
OPCODE							
TRCH							
TYPE							
HOURS							

PARTS: 1 H7277-VR0JNW CABIN AIR FILTER 44.99 50.00  
 39.99 LABOR: 50.00 OTHER: 0.00 TOTAL LINE E: 39.99  
 \*\*\*\*\*  
 P\*\* Miscellaneous Maintenance - Repair--FRONT SHOCK ABSORBERS 89.99  
 MA001 REPLACED FRONT SHOCKS WITH SPRINGS

PARTS: 2 E8C10-RAB0JNW SHOCK ABSORBER KIT WITH 428.40 428.40  
 SPRING FRONT  
 408.20 LABOR: 428.40 OTHER: 0.00 TOTAL LINE F: 408.20  
 \*\*\*\*\*

PARTS: G\*\* Miscellaneous Maintenance/Repair--DRYER WASH UPPER CONTROL ARM 836.60  
 MA001 REPLACED UPPER CONTROL ARM ON DRIVER SIDE  
 700011 CPC 211.05  
 1 54525-BA00A LINK COUPLER-FRT SUSPENSION 129.98 109.18  
 1 08911-6441A NUT 1.78 1.50  
 2 08918-6441A BOLT 2.58 2.17  
 115.02 LABOR: 211.05 OTHER: 0.00 TOTAL LINE G: 326.07  
 \*\*\*\*\*

PARTS: H\*\* Miscellaneous Maintenance - Repair--HEATER CORE AND ROSE 1526.00  
 MA001 REPLACED HEATER CORE AND ROSES  
 700011 CPC 1526.00  
 1 27120-BA000 CASE ASSY-FRONT HEATER 431.60 431.60  
 UNIT 17.42 14.63  
 1 92410-BA000 HOSE-HEATER,OUTLET 14.63 14.63  
 1 92408-BA000 HOSE ASBY-HEATER 22.42 18.83  
 1 92400-BA000 HOSE-HEATER,INLET 15.50 13.02  
 1 92413-BA000 HOSE-HEATER,OUTLET C 18.85 15.83  
 2 01558-00521 CLIP 5.60 4.70  
 1 999MP-AY000P LONG LIFE 24.99 20.99  
 ANTI-FREZE/COOLANT 4.58 3.85  
 1 92470-RC050 O-RING 3.85 3.85  
 1 92473-M823A O-RING - A/C 3.01 3.01

LABOR AMOUNT	428.40	408.20	326.07	1526.00	1526.00
PARTS AMOUNT	44.99	39.99	89.99	431.60	431.60
SALES TAX	0.00	0.00	0.00	17.42	17.42
REG. TAX	0.00	0.00	0.00	22.42	22.42
SALES TAX	0.00	0.00	0.00	15.50	15.50
REG. TAX	0.00	0.00	0.00	18.85	18.85
SALES TAX	0.00	0.00	0.00	5.60	5.60
REG. TAX	0.00	0.00	0.00	24.99	24.99
SALES TAX	0.00	0.00	0.00	4.58	4.58
REG. TAX	0.00	0.00	0.00	3.01	3.01
TOTAL CHARGES	428.40	408.20	326.07	1526.00	1526.00
LABOR AMOUNT	428.40	408.20	326.07	1526.00	1526.00
PARTS AMOUNT	44.99	39.99	89.99	431.60	431.60
SALES TAX	0.00	0.00	0.00	17.42	17.42
REG. TAX	0.00	0.00	0.00	22.42	22.42
SALES TAX	0.00	0.00	0.00	15.50	15.50
REG. TAX	0.00	0.00	0.00	18.85	18.83
SALES TAX	0.00	0.00	0.00	5.60	5.60
REG. TAX	0.00	0.00	0.00	24.99	20.99
SALES TAX	0.00	0.00	0.00	4.58	3.85
REG. TAX	0.00	0.00	0.00	3.01	3.01
TOTAL CHARGES	428.40	408.20	326.07	1526.00	1526.00

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.  
 CUSTOMER COPY





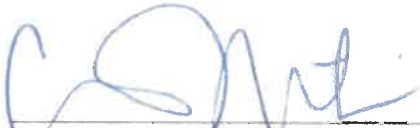

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AMENDING THE FISCAL YEAR 2021-2022 BUDGET OF THE CITY OF JACKSON WATER DEPARTMENT/METER READING SERVICE CONNECTIONS** is legally sufficient for placement in NOVUS Agenda.

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

3/9/22  
\_\_\_\_\_  
**DATE**



OFFICE OF THE CITY ATTORNEY  
3-29-2022

**ORDER AMENDING THE FISCAL YEAR 2021-2022 BUDGET OF THE CITY OF JACKSON WATER DEPARTMENT/METER SERVICE & REPAIR**

**WHEREAS**, certain unanticipated needs and allocations in the amount of \$8,000.00 have arisen since the adoption of the Fiscal Year 2021-2022 City of Jackson Budget for the Water Department/Meter Service & Repair; and

**WHEREAS**, the Fiscal Year 2021-2022 City of Jackson Budget should be amended to provide funding for these unanticipated needs; and

**WHEREAS**, the following accounts should be amended as follows:

031.521506114	(\$8,000.00)
031.521506316	\$8,000.00.

**IT IS, THEREFORE, ORDERED** that the Fiscal Year 2021-2022 Budget be revised in the amount of \$8,000.00 as follows:

<u>To/From</u>	<u>Fund/Account Number</u>	<u>Amount</u>
From	031.521506114	(\$8,000.00)
To	031.521506316	\$8,000.00

Regular Agenda  
Agenda Item #30  
Agenda Date March 29, 2022  
(King, Lumumba)

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

DATE 03/8/2022

POINTS		COMMENTS				
1.	<b>Brief Description/Purpose</b>	<b>ORDER AMENDING THE FISCAL YEAR 2021-2022 BUDGET OF THE CITY OF JACKSON WATER DEPARTMENT/METER SERVICE &amp; REPAIR</b>				
2.	<b>Mayoral Priority Addressed</b> 1. Public Safety 2. Economic Development 3. Housing 4. Infrastructure 5. Quality of Life	<b>QUALITY OF LIFE</b>				
3.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	<b>QUALITY OF LIFE</b>				
4.	<b>Who/What will be affected &amp; Benefits</b>	<b>CONSTITUENTS OF CITY SERVICES</b>				
5.	<b>Schedule</b> 1. Contract 2. Project (Beginning date) (Completion date)	<b>UPON COUNCIL APPROVAL</b>				
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	<b>ALL WARDS</b>				
7.	<b>Action initiated by:</b> ▪ Mayor's Office <input type="checkbox"/> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	<b>DEPARTMENT OF PUBLIC WORKS</b>				
8.	<b>COST</b>	<b>\$8,000.00</b>				
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Enterprise <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	<b>From:</b>	<b>031.521506114</b>	<b>(\$8,000.00)</b>		
		<b>To:</b>	<b>031.521506316</b>	<b>\$8,000.00</b>		
10.	<b>EBO participation</b>	ABE	___%	WAIVER	Yes ___ No ___	N/A ___
		AABE	___%	WAIVER	Yes ___ No ___	N/A ___
		WBE	___%	WAIVER	Yes ___ No ___	N/A ___
		HBE	___%	WAIVER	Yes ___ No ___	N/A ___
		NABE	___%	WAIVER	Yes ___ No ___	N/A ___



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

## Memorandum

To: Mayor Chokwe Antar Lumumba  
From: Marlin King  
Director of Public Works  
Date: March 8, 2022  
Re: Agenda Item: Order Amending the Fiscal Year 2021-2022

---

This agenda item will reallocate \$8,000.00:

- From ~ 031.521506114 (Overtime)
- To ~ 031.521506316 (Motor Vehicle Repair Materials)

To ensure the following:

- Payment of Invoice
- Repairs for city vehicle PT-673(bill attached)
- Transportation for daily field assignments
- Multiple trucks currently in the city garage
- Funding needed for future vehicle repairs
- Funding for additional truck keys when necessary

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

See Attachment:



WRITTEN BY <i>R.T.</i>		SPEEDOMETER <i>206341</i>		DATE <i>12-26-21</i>		CITY OF JACKSON MUNICIPAL GARAGE		EQUIPMENT NO. <i>PT 673</i>		WORK ORDER NO.	
YEAR <i>2009</i>		MAKE <i>Ford</i>		MODEL <i>F-250</i>		<b>WORK ORDER</b>		KEY NO.		DEPARTMENT NO. <i>Water</i>	
ISSUES		P.O Number <i>001237</i>		CLOSED		Parts Description <i>Repair</i>		Vendor <i>Mac Hick Ford</i>		Invoice # <i>068333</i>	
SERVICE CALLS											
TIRE REPAIR											
SERVICE TRUCK											
MECHANIC NOTES: <i>Replaced Cat and vacuum away + Plugs + coil + Rods + Air + Fuel Filters + Battery Cell P.W. + Reprogrammed P.W.</i>										HOURS	
WORK PERFORMED BY: <i>Mac Hick Ford</i>				WORK REQUISITION BY: <i>[Signature]</i>				PICKED UP BY: <i>[Signature]</i>			

**Office of the City Attorney**

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1790  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
3/9/22

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER AMENDING THE FISCAL YEAR 2021-2022 BUDGET OF THE CITY OF JACKSON WATER DEPARTMENT/METER SERVICE & REPAIR** is legally sufficient for placement in NOVUS Agenda.

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

3/9/22  
\_\_\_\_\_  
**DATE**

**ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #2/FINAL TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. AUTHORIZING FINAL PAYMENT, AND AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION OF THE CAPITOL STREET IMPROVEMENTS PHASE 2 PROJECT, FEDERAL AID PROJECT NUMBER TCSP-8312-00(002)LPA/106058-802000 (WARD 7)**

OFFICE OF THE CITY ATTORNEY  
3/29/22

**WHEREAS**, the City of Jackson entered into a contract for the construction of the Capitol Street Improvements Phase 2 Project with Hemphill Construction Company, Inc., being the lowest and best bidder; and

**WHEREAS**, a final inspection was held by Mississippi Department of Transportation and City of Jackson personnel with a release from all maintenance issued effective December 1, 2021, and the Surety, Federal Insurance Company, has authorized release and payment of all monies due under this contract; and

**WHEREAS**, the final payment of \$20,272.35 results in a final project cost of \$542,859.09, a decrease of \$29,417.67 due to underrun of various quantities and field adjustments; and

**WHEREAS**, the Department of Public Works recommends approval of the final payment and the acceptance of said project.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute Supplemental Agreement #2/Final to the contract of Hemphill Construction Company, Inc. and to issue final payment in the amount of \$20,272.35 to said contractor.

**IT IS FURTHER ORDERED** that publication of the Notice of Completion and the execution of any and all documents necessary to close out the project is authorized for the Capitol Street Improvements Phase 2 Project, Federal Aid Project TCSP-8312-00(002)LPA/106058-802000.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute any documents necessary as part of the closeout of this project.

Regular Agenda  
Agenda Item #31  
Agenda Date March 29, 2022  
(King, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**     January 7, 2022  
DATE

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description/Purpose</b>	Order authorizing final payment and notice of completion for the Capitol Street Improvements Phase 2 Project
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	6 Infrastructure and Transportation 7 Quality of Life
3.	<b>Who will be affected</b>	Business owners and pedestrians
4.	<b>Benefits</b>	Closes sidewalk contract
5.	<b>Schedule (beginning date)</b>	Project complete
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Capitol St from West St to Lamar St (Ward 7)
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	City of Jackson, Department of Public Works, Engineering Division
8.	<b>COST</b>	Final Payment of \$20,272.35 Final construction cost of \$542,859.09 (\$29,417.67 decrease)
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input checked="" type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input checked="" type="checkbox"/>	FHWA Earmark: \$350,000.00 (Fund 171) Downtown Jackson Partners Donation: \$80,000.00 Community Foundation of Jackson Donation: \$80,000.00 City Funds: \$32,859.09 (Remaining of construction cost) (Fund 171)
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 _____

*(Handwritten initials and date)* 1/10/22





DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

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

**Date:** January 7, 2022

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

Attached you will find an item to close out the Capitol Street Improvements Phase 2 Project between Lamar St and West St. The item authorizes the Mayor to execute Change Order #2/Final to the contract with Hemphill, authorizes final payment to the contractor, authorizes publication of the notice of completion, and authorizes the Mayor to execute any documents necessary as part of project closeout. The project consisted of replacing the sidewalk between Lamar St and West St, adding conduit for new street lights, and making improvements to the drainage system. The project as bid has been completed with an underrun due to adjustments made due to underground site conditions as well as unused extra quantities for various pay items that were included as contingencies.

It is the recommendation of Public Works that the Change Order be approved and final payment authorized. 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 39202-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
2/9/22

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #2/FINAL TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. AUTHORIZING FINAL PAYMENT, AND AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION OF THE CAPITOL STREET IMPROVEMENTS PHASE 2 PROJECT, FEDERAL AID PROJECT NUMBER TCSP-8312-00(002)LPA/106058-802000 (WARD 7) is legally sufficient for placement in NOVUS Agenda.



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

2/9/22  
DATE

City of Jackson, Mississippi  
Project No. TCSP-8312-00(002)LPA/108058-80200  
SUPPLEMENTAL AGREEMENT NO. 1

Bond # K40434811

WHEREAS, WE, Hemphill Construction Company, Inc., Contractor, and Federal Insurance Company, Surety, entered into a contract with the City of Jackson, Mississippi, LPA, on the 20<sup>th</sup> day of August 2020, for the construction of Federal Aid Project No TCSP-8312-00(002)LPA/108058-802000, Hinds County; and

**WHEREAS:** The project provides for sidewalk improvements, conduit for street lighting, landscaping improvements, and drainage improvements along Capitol Street between Lamar Street and West Street

**WHEREAS:** The project scope initially included the construction of a 48" diameter precast manhole. During a meeting held onsite, it was decided that it was too much of a risk of project funds to remove the existing sidewalk and curb in an effort to place the manhole due to a high likelihood of utility conflicts. The LPA and the Engineer agreed that it would be best to improve the effectiveness of the stormwater system utilizing other methods. The Contractor would like to be reimbursed for the material cost and taxes of the precast manhole; and, for the material cost, tax, shipping, and installation of 2 grate inlets; and, for the material cost, tax, shipping, and installation of 8 LF of 12" PVC pipe.

**WHEREAS:** The project scope initially included the construction of a 25' long, 8" wide trench drain from Sta. 26+41 LT to Sta. 26+66 LT. Payment for the installation of said trench drain was to be under pay item 907-804-T004, 8" Trench Drain (25 LF). During a meeting held onsite on March 10<sup>th</sup>, 2021, the LPA decided that due to the conflict with unforeseen duct banks, it was in the best interest of the project to not install the trench drain. The Contractor would like to be reimbursed for the material cost, tax, and shipping costs of the trench drain.

**WHEREAS:** The project scope initially excluded payment for truncated domes at 2 curb ramps which lead to accessible parking spaces (Sta. 28+05 LT and Sta. 28+90 RT). During a meeting held onsite on January 27<sup>th</sup>, 2021, the LPA made it known that truncated domes were necessary at these 2 locations. The Contractor installed 16 SF of truncated domes on the project in accordance with MDOT Standard Drawing CR-4.

**WHEREAS:** The contract documents specify brick pavers be placed on a 4" thick concrete base with 1" of polymeric sand bedding. Said pavers and concrete base were to be placed behind remaining and new curb as well as along the perimeter of each tree pit. When pouring the concrete base for the pavers, the contractor maintained a constant offset relative to the roadway centerline. Some areas of existing curb were not parallel to the roadway centerline, causing some areas of the concrete base to be longer than the length of the brick, in excess of 1" in areas. Brick mortar was not initially part of the project scope, but was added under and around this brick paver base where gaps between the brick and back of curb were excessive to be sure brick pavers would be secured in place.

**WHEREAS:** The contract documents included the repair of the Capitol Street road base and asphalt surface where a sinkhole had formed. The cause of the road base failure was unknown at the time of project letting. During the construction phase, an undocumented 10" iron pipe was discovered to be discharging into the road base at Sta. 27+15 RT. The LPA performed a point repair on the drain line on March 27<sup>th</sup>, 2021, but there was evidence that the point repair had failed within a few weeks of the repair. It was necessary for this pipe to be permanently fixed prior to the permanent repair to the road base and surface. The LPA agreed to pay the Contractor to clean out roughly 56 LF of the 10" existing pipe, TV the pipe, and perform a CIPP rehabilitation. The Contractor was only able to clean out 25 LF of the pipe and determined that the pipe had failed roughly 25 LF upstream of the manhole located at Sta. 27+15 LT. The LPA then agreed to pay the Contractor to perform a point repair on the pipe on a time and materials basis. The Contractor successfully replaced roughly 20 LF of the existing pipe on July 21<sup>st</sup>, 2021. The Contractor repaired the road base and asphalt surface on July 24<sup>th</sup>, 2021.

City of Jackson, Mississippi  
 Project No. TCSP-8312-00(002)LPA/106058-80200  
**SUPPLEMENTAL AGREEMENT NO. 1**

NOW, THEREFORE, it is mutually agreed by all parties that the Contractor will be paid for the material cost of the precast manhole, material cost of the trench drain, installation of 2 grate inlets and PVC pipe, installation of truncated domes, installation of brick mortar, cleaning of the 10" iron pipe, and repair of the 10" iron pipe via pay item 620-B001, Requisite Work (LS). All items paid for via pay item 620-B001, Requisite Work are non-participating. No additional contract time will be granted for this work.

Pay Item	Description	Qty.	Unit	Unit Price	Total
620-B001	Requisite Work	1	LS	\$17,789.73	\$17,789.73

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

This Supplemental Agreement has been discussed with Mitchell Young, P.E., District LPA Coordinator, Michael Hogan, P.E., MDOT Construction Area Engineer, and Lee Frederick, P.E., MDOT LPA Division.

City of Jackson, Mississippi  
Project No. TCSP-8312-00(002)LPA/106058-80200  
SUPPLEMENTAL AGREEMENT NO. 1

NOW, THEREFORE, WE, Hemphill Construction Company, Inc., Contractor, and Federal Insurance Company, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Federal Insurance Company  
Surety

Hemphill Construction Company, Inc.  
Contractor

By: Mary Anne Goodin  
Mary Anne Goodin, Attorney in Fact Date

Richard A. Rula  
Richard A. Rula, President Date

RECOMMENDED FOR APPROVAL:

Chad A. Tolson 8/30/2021  
LPA Project Engineer/Architect Date

Jeffery Caldwell 8/31/2021  
MDOT District Engineer Date

\_\_\_\_\_  
MDOT State Construction Engineer Date

\_\_\_\_\_  
MDOT Executive Director Date  
for the Mississippi Transportation Commission

Book \_\_\_\_\_ Page \_\_\_\_\_

APPROVED:  
Chad A. Tolson 11/23/2021  
LPA OFFICIAL Date

\* (concurrence only for Supplemental Agreements adding a "stand-alone" time extension or exceeding \$100,000)

City of Jackson, Mississippi  
Project No. TCSP-8312-00(002)LPA/108058-80200  
**SUPPLEMENTAL AGREEMENT NO. 1**  
**SUPPLEMENTAL SHEET**

**DETAILED EXPLANATION OF NECESSITY OF WORK INVOLVED:**

The project scope initially included the construction of a 48" diameter precast manhole to improve the effectiveness of the stormwater system around the inlet shown on the plans at Sta. 26+75 LT. Payment for the installation of said manhole was to be under pay item 604-C001, 48" Precast Manhole, 48" Diameter (6 LF). Shop drawings were approved for inclusion on the project on January 13, 2021 and the manhole was fabricated by Forterra Pipe and Precast. During a meeting held onsite on March 10<sup>th</sup>, 2021 it was decided that it was too much of a risk of project funds to remove the existing sidewalk and curb in an effort to place the manhole due to a high likelihood of utility conflicts. The LPA and the Engineer agreed that it would be best to improve the effectiveness of the stormwater system utilizing other methods. The Contractor would like to be reimbursed for the material cost and taxes of the precast manhole via pay item 620-B001, Requisite Work (LS). The contract quantity of pay item 604-C001, 48" Precast Manhole, shall total 0 LF on the final pay application.

The LPA agreed that an appropriate alternative to the 48" manhole would be to place a grate upstream of the inlet at Sta. 27+85 LT and a grate upstream of the inlet at Sta. 28+50 LT. Increasing the capture efficiency of these inlets should reduce the amount of stormwater bypassed to the inlet at Sta. 26+75 LT. One 12" x 12" square NDS steel grate was placed upstream of each inlet, and each grate was connected to the nearby inlet using roughly 4 LF of 12" PVC pipe. This work was completed on May 13<sup>th</sup>, 2021. The Contractor would like to be paid for the installation, material cost, and taxes of the 2 grates and 12" PVC pipe via pay item 620-B001, Requisite Work (LS).

The project scope initially excluded payment for truncated domes at 2 curb ramps which lead to accessible parking spaces (Sta. 28+05 LT and Sta. 28+90 RT). During a meeting held onsite on January 27<sup>th</sup>, 2021, the LPA made it known that truncated domes were necessary at these 2 locations. The contractor installed 16 SF of truncated domes on the project in accordance with MDOT Standard Drawing CR-4. The Contractor would like to be paid for the installation, material cost, and taxes of the truncated dome mats via pay item 620-B001, Requisite Work (LS).

The project scope initially included the construction of a 25' long, 8" wide trench drain from Sta. 26+41 LT to Sta. 26+66 LT to catch water on the sidewalk before it flowed into the vault in front of the Regions Building along Capitol Street. Payment for the installation of said trench drain was to be under pay item 907-604-T004, 8" Trench Drain (25 LF). Shop drawings were approved on December 4<sup>th</sup>, 2020. The trench drain was fabricated by NDS and shipped to the Contractor. The Contractor removed sidewalk in the vicinity of the trench drain on March 9<sup>th</sup>, 2021 and discovered 2 existing duct banks which extended roughly 6" within the top of the finished grade of the sidewalk. The proposed trench drain was to extend roughly 7-1/4" below the finished grade of the sidewalk. During a meeting held onsite on March 10<sup>th</sup>, 2021, the LPA decided that due to the conflict with the duct banks, it was in the best interest of the project to not install the trench drain. The Contractor would like to be reimbursed for the material cost, tax, and shipping costs of the trench drain and associated hardware via pay item 620-B001, Requisite Work (LS). The contract quantity of pay item 907-604-T004, 8" Trench Drain, shall total 0 LF on the final pay application.

The contract documents specify brick pavers be placed on a 4" concrete base with 1" of polymeric sand bedding. Said pavers and concrete base were to be placed behind remaining and new curb as well as along the perimeter of each tree pit. When pouring the concrete base for the pavers, the contractor maintained a constant offset relative to the roadway centerline. Some areas of existing curb were not parallel to the roadway centerline, causing some areas of the concrete base to be longer than the length of the brick, in excess of 1" in areas. Brick mortar was not initially part of the project scope, but was added under and around this brick paver base where gaps between the brick and back of curb were excessive to be sure brick pavers would be secured in place. These areas include Sta. 28+62 to 28+80 RT, Sta. 29+00 to Sta. 29+11 RT, Sta. 29+18 to Sta. 29+42 RT, Sta. 29+53 to Sta. 29+65 RT, and Sta. 28+85 to Sta. 28+90 LT. These areas add up to a length of 80 LF of brick pavers. At 8" wide, this equates to an area of 53.33 SF. The Contractor would like to be paid for the installation, material cost, and taxes of the mortar under the brick pavers via pay item 620-B001, Requisite Work (LS).

City of Jackson, Mississippi  
Project No. TCSP-8312-00(002)LPA/106058-80200  
SUPPLEMENTAL AGREEMENT NO. 1

The contract documents included the repair of the Capitol Street road base and asphalt surface where a sinkhole had formed. The cause of the road base failure was unknown at the time of project letting. During the construction phase, an undocumented 10" steel pipe was discovered to be discharging into the road base at Sta. 27+15 RT. The LPA performed a point repair on the drain line on March 27<sup>th</sup>, 2021, but there was evidence that the point repair had failed within a few weeks of the repair. It was necessary for this pipe to be permanently fixed prior to the permanent repair to the road base and surface. The LPA agreed to pay the Contractor to clean out roughly 56 LF of the 10" existing pipe, TV the pipe, and perform a CIPP rehabilitation. The Contractor was only able to clean out 25 LF of the pipe and determined that the pipe had failed roughly 25 LF upstream of the manhole located at Sta. 27+15 LT. It was determined that a CIPP rehabilitation was not possible on the pipe. The LPA then agreed to pay the Contractor to perform a point repair on the pipe on a time and materials basis. The Contractor successfully replaced roughly 20 LF of the existing pipe on July 21<sup>st</sup>, 2021. The Contractor would like to be paid for the cleaning, TV, and repair of the 10" line via pay item 620-B001, Requisite Work (LS). The Contractor repaired the road base and asphalt surface on July 24<sup>th</sup>, 2021.

**JUSTIFICATION OF UNIT PRICES SUBMITTED:**

Unit prices were agreed upon between the Contractor and the LPA prior to the installation of the additional items. A summary of the work is included in the table below. Additional backup documentation is provided in the remaining sheets.



Project Professional



LPA Official

CPM

City of Jackson, Mississippi  
 Project No. TCSP-8312-00(002)LPA/106058-80200  
 SUPPLEMENTAL AGREEMENT NO. 1

SUPPLEMENTAL SHEET

DETAIL ANALYSIS OF UNIT PRICES:

Line Item	Description	Quantity	Unit	Unit Cost	Amount	Notes
1	Material, tax, and delivery of 48" precast manhole	5	LF	N/A	\$ 1,266.86	Delivered to City of Jackson's material yard on Michael Avalon Street on 8/5/2021
2	Material, tax, shipping, and delivery of 12"x12" NDS inlets, each with 4 LF of 12" PVC pipe	2	EA	\$ 2,500.00	\$ 5,000.00	Placed on 5/13/2021
3	Material, tax, and delivery of 8" trench drain	25	LF	N/A	\$ 1,701.97	Delivered to City of Jackson's material yard on Michael Avalon Street on 8/3/2021
4	Material, tax, and Installation of (2) truncated dome mats (each 4'x2')	16	SF	\$ 20.00	\$ 320.00	Placed mat at Sta. 28+90 RT on 1/27/2021. Placed mat at Sta. 28+05 LT on 2/26/2021.
5	Material, tax, and Installation of brick mortar under select brick paver areas	53.39	SF	\$ 15.00	\$ 799.95	Performed 4/2/2021
6	Cleaning of 10" drain line (Sta. 27+15 Lateral)	25	LF	\$ 82.00	\$ 2,050.00	Performed 7/13/2021
7	TV of 10" drain line (Sta. 27+15 Lateral)	1	LS	\$ 3,500.00	\$ 3,500.00	Performed 7/13/2021
8	Storm Drain Point Repair (Sta. 27+15 Lateral)	1	LS	\$ 3,150.95	\$ 3,150.95	Performed 7/21/2021
<b>TOTAL</b>					<b>\$ 17,789.73</b>	

  
 CONTRACTOR





# LINE ITEM #8: MATERIAL COSTS



450 Industrial Drive  
Jackson MS 39209

Your single source for water, sewer, gas, drainage and erosion control needs.

## INVOICE

Date	Account #	Invoice #	Due Date
7/22/2021	HCC-H20074	61788	8/21/2021
FAX		PHONE	
601-487-7474		601-487-7473	

<b>BILL TO</b>	<b>SHIP TO</b>
Hemphill Construction Company Inc. PO Drawer 879 Florence, MS 39073	H20074 Hemphill Construction Company Inc. Capitol Street Project Toby Diamond - 601-750-8805 Jackson, MS

PO or JOB #	TERMS	REP	ORDER DATE	VIA	F.O.B.	JOB/PROJECT
H20074 / TW	1% 10 Net 30	JCD	7/21/2021	Customer...	JobSite	H20074 - Capitol Street

(RH) Not Used

QTY	CODE	DESCRIPTION	UNIT	EXT
14	10SDR26HWK14	10in SDR26 HW Sewer Pipe (ps1.15) (14ft length) (Gasket Joint) # 10SDR26HWK14	18.28	255.92
2	10SDR3522	10in SDR35 PVC 22.5 Degree Bend (Gasket Joint x Gasket Joint) # 10SDR3522	159.02	318.04
2	10SDR3545	10in SDR35 PVC 45 Degree Bend (Gasket Joint x Gasket Joint) # 10SDR3545	159.02	318.04
2	PC056-1010	10in x 10in Flexible Sewer Coupling - PVC x PVC - 10in x 10in # PC056-1010	29.78	59.56
1	61P32	Pipe Lube - 55L - Quart # 61P32	3.92	3.92

H20074 - 202104-01

(RH)

Please make your check payable to Eagle Pipe and Supply, LLC and remit to the above address.  
Terms are Net 30 days. All past due accounts are subject to a finance charge of 1.5% per month (18% per annum).  
We will not accept goods returned without permission and then goods are subject to inspection for decision on possible credit.  
To avoid late fees, allow 5 or more days for postal delivery.  
Payments on account with a credit card will incur a 3% transaction fee.

Subtotal	(RH) <del>\$637.44</del>	\$637.44
Sales Tax (0.0%)		\$0.00
Total	(RH) <del>\$637.44</del>	\$637.44

**CHUBB**  
Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi**

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1<sup>st</sup> day of August, 2019.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

On this 1<sup>st</sup> day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. AELBAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 23 19888  
Commission Expires July 30, 2024

*Katherine J. Aelbaar*  
Notary Public

**CERTIFICATION**

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (such as "Written Commitments"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that:

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone: (800) 903-3493 Fax: (800) 903-2658 e-mail: surety@chubb.com

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

AIA DOCUMENT G707

FEDERAL INSURANCE COMPANY BOND NO. K40434811

PROJECT: Capitol Street Phase II Improvements TCSP-8312-00(002) LPA/106058-802000

TO (Owner)  
City of Jackson  
P O Box 17  
Jackson MS 39205

ARCHITECT'S PROJECT NO.:  
CONTRACT FOR: SAME AS ABOVE  
CONTRACT DATE: July 23, 2020

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety Company)

**FEDERAL INSURANCE COMPANY**  
P O Box 1650  
Whitehouse Station NJ 08889-1650

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

**Hemphill Construction Company, Inc.**  
P O Drawer 879  
Florence, MS 39073-0879

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve  
the Surety Company of any of its obligations to (here insert name and address of Owner)


City of Jackson  
P O Box 17  
Jackson MS 39205

, OWNER

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this 4 day of October, 2021.

**FEDERAL INSURANCE COMPANY**  
Surety Company

  
Signature of Authorized Representative

Mary Anne Goodin  
Title: Attorney In Fact

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

CONSENT OF SURETY COMPANY TO FINAL PAYMENT, APRIL 1970 EDITION, AIA ©  
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ONE PAGE

FORM 15-10-87 (ED. 4-77)

  
CITY OF THE CITY ATTORNEY

**ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN *LARRY STAMPS vs. CITY OF JACKSON*, CAUSE NO.: 20-2545, IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT**

**WHEREAS**, on July 6, 2020, a Complaint was filed naming the City of Jackson, Mississippi, as Defendant, in the Circuit Court of Hinds County, Mississippi, First Judicial District, Cause No. 20-2545; and

**WHEREAS**, the parties, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit; and

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

**WHEREAS**, the Office of the City attorney advises that Plaintiff and its counsel are willing to accept settlement in a reasonable amount to fully release all claims against the City of Jackson; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City of Jackson to resolve all issues and claims against all parties and pay said settlement; and

**NOW, THEREFORE, IT IS HEREBY ORDERED** by the City Council of the City of Jackson, Mississippi, that the City should and is hereby authorized to settle all claims in the lawsuit styled *Larry Stamps vs. City of Jackson*, Cause No.: 20-2545; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount, to the Plaintiff and its Counsel, as full and final settlement of this matter.

**APPROVED FOR AGENDA:**

Regular Agenda  
Agenda Item #32  
Agenda Date March 29, 2022  
(C.Martin, Lumumba)

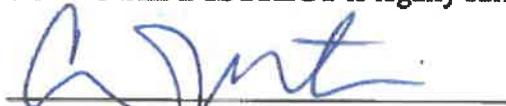
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN LARRY STAMPS vs. CITY OF JACKSON, CAUSE NO.: 20-2545, IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT** is legally sufficient for placement in NOVUS Agenda.



**Catoria P. Martin**, *City Attorney*  
Claire Barker, Special Assistant to the City Attorney



3/22/22

DATE

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

3/21/2022

DATE

POINTS		COMMENTS				
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN <i>LARRY STAMPS vs. CITY OF JACKSON</i>, CAUSE NO.: 20-2545, IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT</b>				
2.	<b>Public Policy Initiative</b> Health & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life					
	<b>Who will be affected</b>	Office of the City Attorney				
	<b>Benefits</b>					
	<b>Schedule (beginning date)</b>	Upon City Council approval.				
	<b>Location:</b> WARD  CITYWIDE (yes or no) (area)  Project limits if applicable	OFFICE OF THE CITY ATTORNEY				
<input type="checkbox"/>	<b>Action implemented by:</b>					
<input type="checkbox"/>	<b>City Department</b>					
7.	<b>Consultant</b>	City Legal Department				
8.	<b>COST</b>	Settlement				
<input type="checkbox"/>	<b>Source of Funding</b>					
<input type="checkbox"/>	<b>General Fund</b>					
<input type="checkbox"/>	<b>Grant</b>					
<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 _____

# MEMORANDUM



Office of the City Attorney  
(601) 960-1799

**TO:** Chokwe Lumumba, Mayor  
**FROM:** Catoria P. Martin, City Attorney  
**DATE:** March 21, 2022  
**RE:** SETTLEMENT – STAMPS VS. COJ

---

On July 6, 2020, a Complaint was filed naming the City of Jackson, Mississippi, as Defendant, in the Circuit Court of Hinds County, Mississippi, First Judicial District, Cause No. 20-2545.

The parties, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit. Such settlement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi.

The Office of the City attorney advises that Plaintiff and its counsel are willing TO accept settlement in a reasonable amount to fully release all claims against the City of Jackson.

OFFICE OF THE CITY ATTORNEY  
*CPM*



## **ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.**

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

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

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

**WHEREAS**, the Jackson City Council, in the February 18, 2020 Order, found that all efforts should be taken to protect people and property in consideration of the health, safety, and welfare of the City's residents and the protection of their property within the affected areas; and

**WHEREAS**, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021, November 23, 2021, December 21, 2021, January 25, 2022 and February 15, 2022 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

**WHEREAS**, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, the Jackson City Council has again reviewed the need for continuing the local emergency and determined that the emergency should be continued.

**IT IS THEREFORE HEREBY ORDERED** that said Order Declaring the Need to Continue the Declared State of Emergency as delineated by the Jackson City Council, remains in full force and effect and shall be reviewed again in thirty (30) days in accordance with Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended.

**Agenda Item #33**  
**Agenda Date March 29, 2022**  
**(Jackson City Council)**



**ORDER APPOINTING HAROLD LATHONAS DEPUTY CLERK OF COUNCIL ON A PART-TIME BASIS.**

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

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

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

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

**IT IS HEREBY ORDERED** that Harold Lathon shall be appointed to serve as Deputy Clerk of the Council with part-time service commencing on March 29, 2021.

**IT IS HEREBY ORDERED** that the compensation to be paid *Harold Lathon* upon commencement of his service as Deputy Clerk of the Council shall be \$15.23 per hour at a maximum of 20 hours per week or \$15,838.16 annually excluding any applicable fringe benefits.

**IT IS HEREBY ORDERED** that *Harold Lathon* 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 *Harold Lathon* 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 *Harold Lathon* as Deputy Clerk of the Council.

**Agenda Item: 34**  
**Date March 29, 2022**  
**By: JACKSON CITY COUNCIL**



OFFICE OF THE CITY ATTORNEY  
9/17/2022

**ORDER AMENDING THE FEBRUARY 15, 2022 ORDER OF THE GOVERNING AUTHORITIES PROVIDING FOR THE DONATION OF MATCHING CONTRIBUTIONS TO SUPPORT THE ARTS FOR THE PURPOSE OF CORRECTING THE IDENTIFICATION OF AN ENTITY ALLOCATED MATCHING FUNDS**

**WHEREAS**, Section 39-15-1 of the Mississippi Code of 1972 as amended authorizes municipal governing authorities to expend monies from the general fund to match any other funds for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

**WHEREAS**, consistent with the authority granted in Section 39-15-1 of the Mississippi Code of 1972, the governing authorities for the City of Jackson approved an order on February 15, 2022, which authorized the expenditure of budgeted monies in the amount of forty-five thousand (\$45,000) for the promotion and development of the arts in the municipality; and

**WHEREAS**, the February 15, 2022 order contained allocations for certain organizations; and

**WHEREAS**, the February 15, 2022 order contained an allocation of ten thousand (\$10,000) to *Association of Jackson Neighborhood*; and

**WHEREAS**, *Association of Jackson Neighborhood* is not the correct name of the entity intended to receive the allocation; and

**WHEREAS**, the correct name of the entity intended to receive the allocation is *The Association of South Jackson Neighborhoods*;

**IT IS HEREBY ORDERED** that the February 15, 2022 order of the governing authorities which authorized the expenditure of budgeted funds to support the arts and allocated monies to various organizations shall be amended as follows:

The allocation of ten thousand (\$10,000) to *Association of Jackson Neighborhood* is deleted.

An allocation of ten thousand (\$10,000) to *The Association of South Jackson Neighborhoods* is added.

**IT IS FURTHER HEREBY ORDERED** that all provisions of the February 15, 2022 order not specifically amended by this order shall remain in effect.

Agenda Item No.35  
Agenda Date March 29, 2022  
(Kidd, Lumumba)

CITY COUNCIL AGENDA


ITEM 10 POINT DATA SHEET

DATE: 3/16/2022

<b>P O I N T S</b>		<b>C O M M E N T S</b>				
1.	<b>Brief Description/Purpose</b>	Order amending the February 15, 2022 order of the governing authorities providing for the donations of matching contributions to support the arts for the purpose or correcting the identification on an entity allocated matching funds.				
2.	<b>Public Policy Initiative</b> <ul style="list-style-type: none"> <li>○ Youth &amp; Education</li> <li>○ Crime Prevention</li> <li>○ Changes in City Government</li> <li>○ Neighborhood Enhancement</li> <li>○ Economic Development</li> <li>○ Infrastructure and Transportation</li> <li>○ Quality of Life</li> </ul>	Quality of Life Economic Development				
3.	<b>Who will be affected</b>	The general public				
4.	<b>Benefits</b>	Increased and improved services in the City of Jackson				
5.	<b>Schedule</b> (Beginning date) (Completion date)	Within one month of signed contract				
6.	<b>Location:</b> <b>Ward:</b> <b>CITYWIDE (yes or no)</b> (area) <b>Project limits if applicable</b>	Citywide				
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>○ Mayor's Office</li> <li>○ City Department</li> <li>○ Consultant</li> </ul>	Department of Human and Cultural Services				
8.	<b>COST</b>	The Association of South Jackson Neighborhoods \$10,000				
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>○ General Fund</li> <li>○ Enterprise</li> <li>○ Grant</li> <li>○ Bond</li> </ul> <b>Other</b>	General Funds  Acct# 001 43300 6742				
10.	<b>EBO participation</b>	ABE _____%	WAIVER	yes ___	no ___	N/A
		AABE _____%	WAIVER	yes ___	no ___	N/A
		WBE _____%	WAIVER	yes ___	no ___	N/A
		HBE _____%	WAIVER	yes ___	no ___	N/A
		NABE _____%	WAIVER	yes ___	no ___	N/A

**MEMORANDUM**

**To:** Chokwe Antar Lumumba  
Mayor

**From:** Dr. Adriane Dorsey-Kidd   
Director

**Date:** March 16, 2022

**Subject:** Amending the identification of The Association of South Jackson  
Neighborhoods

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Order amending the February 15, 2022 order of the governing authorities providing for the donations of matching contributions to support the arts for the purpose or correcting the identification on an entity allocated matching funds.

THE ASSOCIATION OF SOUTH JACKSON NEIGHBORHOODS	\$10,000
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I am requesting this item be placed on the Council agenda.

Should you have questions or concerns regarding this matter, please do not hesitate to notify me.


Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This ORDER AMENDING THE FEBRUARY 15, 2022 ORDER OF THE GOVERNING AUTHORITIES PROVIDING FOR DONATION OF MATCHING CONTRIBUTIONS TO SUPPORT OF ARTS FOR THE PURPOSE OF CORRECTING THE IDENTIFICATION OF AN ENTITY ALLOCATED MATCHING FUNDS legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_, Deputy City Attorney

Victoria James, Deputy City Attorney *V.J.*

*3/17/2022*  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
*NJ 3/17/2022*



**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE REDEEMER'S SCHOOL INC TO UTILIZE DRIVING RANGE AND PUTTING GREENS OF THE PETE BROWN GOLF FACILITY LOCATED AT 3200 WOODROW WILSON DRIVE**

OFFICE OF THE CITY ATTORNEY  
*Lumumba Harris*

**WHEREAS**, Section 21-17-5(1) of the Mississippi Code of 1972 as amended states that the governing authorities of every municipality of the state shall have the care, management, and control of the municipal affairs and its property and finances; and

**WHEREAS**, an opinion issued by the Mississippi Attorney General to Lawrence E. Hahn on June 11, 2010 stated that a municipality may authorize the use of municipal facilities or property so long as a uniform use policy in existence for such use and provided the policy passes constitutional muster and is applied consistently to all individuals or groups using the space in the facilities; and

**WHEREAS**, the City of Jackson has a public golf facility known as the Pete Brown Golf Facility; and

**WHEREAS**, the City of Jackson has a policy which does not charge admission to youths age 17 and under for use of the Pete Brown Golf Facility; and

**WHEREAS**, The Redeemer's School Inc., is a non-profit corporation created on May 22, 2014 and is in good standing according to information appearing on the Mississippi Secretary of State's website; and

**WHEREAS**, The Redeemer's School Inc., has youths under age 17 interested in or participating in its golfs programming; and

**WHEREAS**, The Redeemer's School Inc., approached the Department of Parks and Recreation concerning the feasibility of utilizing the putting greens and driving range of the Pete Brown Golf Facility on Tuesdays and Thursdays from 3:30 p.m. to 5:00 p.m.; and

**WHEREAS**, The Director of the Department of Parks and Recreation has evaluated the The Redeemer's School Inc's request and determined that preference for use of the putting greens and driving range will not substantially impact use by fee paying patrons of the facility; and

**WHEREAS**, The Redeemer's School Inc., will release, indemnify and hold the City, its officers, agents, and employees harmless from any claims for bodily injury or property damage arising out of the use of the Pete Brown Golf Facility; and

**WHEREAS**, The Redeemer's School Inc., will indemnify the City against all damages, liabilities, expenses, and losses arising out of its use of the facilities; and

**WHEREAS**, The Redeemer's School Inc. will provide the City of Jackson with a Certificate of Liability Insurance naming the City of Jackson as a co-insured with combined limits of not less than \$1,000,000 for bodily injury and property damage; and

**WHEREAS**, The Redeemer's School Inc.'s use of the facility will be non-exclusive; and for a limited period of approximately one (1) month duration:

Agenda Item No.36  
Agenda Date March 29, 2022  
(Harris, Lumumba)

**WHEREAS**, The Redeemer's School Inc. will not be required to pay fees for use of the facility's on Tuesday and Thursdays from 3:30 p.m. to 5:00 p.m. consistent with municipal policy which does not charge fees to youths using the facility age 17 and under; and

**WHEREAS**, the best interest of the City of Jackson would be served by allowing use of the Pete Brown Golf Facility as indicated because the use promotes the facility and encourages patronage by adults responsible for supervising the youth's activities;

**IT IS THEREFORE ORDERED** that the Mayor shall be authorized to execute an agreement with The Redeemer's School Inc. for use of the Pete Brown Golf Facility putting greens and driving range on Tuesdays and Thursdays from 3:30 p.m. – 5:00 p.m. for a limited period not to exceed one (1) month in duration.

OFFICE OF THE CITY ATTORNEY  
*James Harris*

ITEM #: \_\_\_\_\_

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

BY: **HARRIS, LUMUMBA**

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

02-09-22  
DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>	
1.	<b>Brief Description</b>	This is a Facility Use Agreement for The Redeemer's School to introduce the game of golf to middle school youth, utilizing the Pete Brown Golf Facility, a city-owned municipal golf course.	
2.	<b>Public Policy Initiative</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Youth & Education Crime Prevention Quality of Life	
3.	<b>Who will be affected</b>	Youth participating in the middle school golf program at The Redeemer's School.	
4.	<b>Benefits</b>	Builds character and promotes diversity in the game of golf.	
5.	<b>Schedule (beginning date)</b>	Upon Council Approval	
6.	<b>Location:</b> WARD  CITYWIDE (yes or no) (area)  Project limits if applicable	Ward 3	
7.	<b>Action implemented by:</b> City Department <input type="checkbox"/>  Consultant <input type="checkbox"/>	Department of Parks & Recreation	
8.	<b>COST</b>	None	
9.	<b>Source of Funding</b> General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>		
10.	<b>EBO participation</b>	ABE _____ %      WAIVER    yes ___    no <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> AABE _____ %      WAIVER    yes ___    no <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> WBE _____ %      WAIVER    yes ___    no <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> HBE _____ %      WAIVER    yes ___    no <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> NABE _____ %      WAIVER    yes ___    no <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/>	

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



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

# Memo

**TO:** The Honorable Mayor Chokwe Antar Lumumba  
Office of the Mayor

**FROM:** Ison B. Harris, Jr., Director  
Department of Parks & Recreation

**DATE:** February 9, 2022

**SUBJECT:** The Redeemer's School – Facility Use Agreement

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The attached agenda item is a Facility Use Agreement between the City and The Redeemer's School, utilizing the Pete Brown Golf Facility, a city-owned municipal golf course.

The agreement defines the respective responsibilities of both the City and The Redeemer's School.

IBHjr/pb


Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This, **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE REDEEMER'S SCHOOL INC TO UTILIZE DRIVING RANGE AND PUTTING GREENS OF THE PETE BROWN GOLF FACILITY LOCATED AT 3200 WOODROW WILSON DRIVE** has been reviewed by me and is legally sufficient for adoption by the governing authorities.



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**CARRIE JOHNSON**  
Deputy City Attorney

3/17/2022

---

**DATE**

OFFICE OF THE CITY ATTORNEY  
*[Signature]*

**THE REDEEMER'S SCHOOL  
Facility Use Agreement**

This Agreement, made, by and between the **City of Jackson, Mississippi**, a municipal corporation, hereinafter called "**City**," and the **The Redeemer's School Inc.**, a nonprofit corporation, hereinafter called "**User**."

**Whereas**, the City of Jackson has a public golf facility known as the Pete Brown Golf Facility located at 3200 Woodrow Wilson Drive; and

**Whereas**, the City of Jackson does not charge admission or fees to youths under the age of 17 utilizing its golf facilities; and

**Whereas**, The Redeemer's School Inc., has youths under age 17 interested in or participating in its golf programming; and

**Whereas**, The Redeemer's School Inc., would like to have its youths under the age of 17 utilize the putting greens and driving range of the Pete Brown Golf Facility on Tuesdays and Thursdays between the hours of 3:30 p.m. and 5:00 p.m.; and

**Whereas**, the City of Jackson has determined that use of the putting greens and driving range will not substantially impact use by fee paying patrons of the facility; and

**Whereas**, designating a specific time for youths participating in the user's golf programming ensures that the putting greens and driving range are reasonably available for use by other youths and individuals under age 17;

**NOW THEREFORE**, the City of Jackson and The Redeemer's School Inc., understand and agree as follows:

- 1. Term of Use:** The User shall be afforded preference in the use of putting greens and driving range of the Pete Brown Golf Facility located at 3200 Woodrow Wilson Drive between the hours of 3:30 and 5:00 p.m. on Tuesdays and Thursdays of each week commencing with the first Tuesday following the municipal clerk's attestation of the execution of the agreement by the Mayor of the City and terminating on the first Tuesday of May 2022. No fee shall be assessed and charged by the User for youths utilizing the putting greens and driving range. User agrees to abide by the City's policy which does not assess fees to youths 17 and under for use of its golfing facilities.
- 2. Supervision of Youths:** User agrees that youths participating in its programming shall be accompanied by a minimum of two adult individuals employed by it at all times while present at the Pete Brown Golf Facility. Adults accompanying the youths shall monitor, supervise, and account for the youth's presence and activities until departure from the Pete Brown Golf Facility.

OFFICE OF THE CITY ATTORNEY  
*[Signature]*

3. **Authorized users:** User agrees and understands that preference in the use of the putting greens and driving range is being afforded to youths under the age of 17 participating in its golf programming; therefore, use of the putting greens and driving range by individuals above the age of 17 should be limited to that use reasonably necessary for instruction and coaching techniques. Adults accompanying the youths pursuant to this agreement shall not use the putting greens and driving range for personal pursuits.
4. **Transportation of youths:** User shall be responsible for providing or ensuring that youths are transported to the driving range or putting greens for its programming.
5. **City's Obligation Concerning Maintenance of Putting Green and Driving Range:**  

The City will maintain the putting green and driving range by cutting grass and removing litter in accordance with its existing maintenance schedule. The City shall not be liable for damages of any kind arising out of a failure to cut grass or remove litter from the putting and driving range.
6. **Restrictions on Use:** User shall ensure that its use of the putting greens and driving range is reasonable and consistent with usual golfing methodology. The User will be responsible for paying the cost of repair and restoring the putting greens and driving range for use inconsistent with golfing methodology that results in damage beyond normal.
7. **Signs/Banners:** Erection by the User of any sign or banner shall require the prior written approval of the Director or his designee.
8. **Equipment and Personnel:** The User shall provide all equipment, uniforms, and personnel necessary to operate its program.
9. **Building Safety:** The User shall use the Facilities in a safe manner, shall not cause or permit damage or injury thereto, and shall comply with all applicable Federal, State and local laws, rules, regulations, policies and procedures. The User shall be responsible for informing its coaches, officers, and other personnel of these laws, rules, regulations, policies, and procedures. Absent written consent of the City, the Facilities shall not be used for any purpose except those herein designated.
10. **Ownership:** The Facilities shall remain the property of the City; therefore, the City may enter the Facilities at any time during the period of this Agreement for inspection or supervision deemed necessary by the City.
11. **Vandalism:** The User shall report all vandalism to the Director or his designee immediately upon its discovery. Thereafter, the User shall submit a written report of such vandalism.
12. **Certificate of Liability Insurance:** The User shall provide the Director or his designee with a certificate of insurance evidencing comprehensive liability coverage naming the City of Jackson as co-insured in combined limits not less than \$1,000,000 for bodily injury and property damage. The User expressly releases the City, its agents, officers and employees from any and all damage or injury to persons or property arising out of the performance of

OFFICE OF THE CITY ATTORNEY  
*[Signature]*

this Agreement and indemnifies the City against all damages, liabilities, expenses and losses incurred by the City as a result of the User's performance under this Agreement.

**13. Expectations:**

- a. The Director or his designee shall serve as the liaison between the City and the User, and shall ensure compliance with the agreement.
- b. Failure of the City to insist upon strict performance of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of such term or condition.
- c. The User is in all respects an independent entity, not being a part of the City or associated therewith, except as a party to this Agreement.
- d. Nothing contained herein shall be construed to be a waiver of governmental immunity by the City, its officers and employees.
- e. The User shall, at the end of this Agreement, provide the Director or his designee with a complete financial statement outlining the income and expenses of the User and any expenditure solely for the improvement of the Facilities covered by this Agreement.
- f. The User shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end that, in accordance with Title VI of that act and regulation, no person in the United States shall, on grounds of race, color, age, sex, religion, handicap, or national origin, be excluded from participation as a result of any use or activity by the user at the stated facility.

**14. Termination of Use Agreement**

This Agreement may be terminated by either party upon giving sixty (60) days written notice to the other party. Notwithstanding termination by election of parties, the User's violation of any term or condition of this Agreement shall place it in default, thereby allowing the City to terminate this Agreement immediately.

**15. Notices**

Notices required or permitted to be sent to the parties hereof shall be deemed to have been given when sent as follows:

<b>City:</b> Ison B. Harris, Jr., Director Parks and Recreation Department City of Jackson Post Office Box 17 Jackson, MS 39205 601-960-0716	<b>User:</b> Robert Akin, Student Activities, Logistics Coordinator & Athletic Director The Redeemer's School 640 E. Northside Drive Jackson, MS 39206	<b>Copy To:</b> The Office of the City Attorney 455 East Capitol Street P. O. Box 2779 Jackson, MS 39207-2779
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<a href="mailto:iharris@jacksonms.gov">iharris@jacksonms.gov</a>	601-203-2106 <a href="mailto:rakin@wearctrs.org">rakin@wearctrs.org</a>	
--	--	--

OFFICE OF THE CITY ATTORNEY  
*James S. [Signature]*

- 16. Governing law:** This agreement shall be governed in accordance with the laws of the State of Mississippi.
- 17. Assignment:** User may not assign its rights and responsibilities under the provisions of this agreement.
- 18. Modification:** This agreement may not be modified except by a writing executed by the parties upon proper authorization. For purposes of this agreement, proper authorization means upon consent of the governing authorities for the City of Jackson and the governing body of The Redeemer's School Inc.
- 19. Wavier:** The failure of the City to insist upon particular performance shall not operate or construed to be a waiver of the performance for future occasions unless there is a writing clearly expressing that the performance shall be waived.
- 20. Conclusiveness of Agreement:** The provisions of this agreement contain all provisions related to the parties' agreement. No other writings or oral representations shall be used to alter or vary the terms of the agreement.

In witness hereof, the parties to this Agreement have executed same after first being duly authorized to do so by its governing body:

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

<b>THE REDEEMER'S SCHOOL</b>	<b>CITY OF JACKSON, MISSISSIPPI</b>
BY: _____	BY: _____
<b>The Redeemer's School, Inc.</b>	<b>Chokwe A. Lumumba, Mayor</b>

**Attestation of Municipal Clerk:**

\_\_\_\_\_ Attestation Date: \_\_\_\_\_ -  
Angela Harris



REDESCH-01

DTEMPLE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/11/2022

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> AssuredPartners Gulf Coast Insurance Agency, LLC P.O. Box 1070 Magee, MS 39111	<b>CONTACT NAME:</b> Dixie Temple <b>PHONE (A/C, No, Ext):</b> (601) 849-2271 <b>FAX (A/C, No):</b> (601) 849-5115 <b>E-MAIL ADDRESS:</b> email@insuranceassociate.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: <b>GuldeOne Insurance Companies</b></td> <td>15032</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: <b>GuldeOne Insurance Companies</b>	15032	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: <b>GuldeOne Insurance Companies</b>	15032													
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> The Redeemer's School, Inc 640 E. Northside Drive Jackson, MS 39206														

**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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		1424233	11/17/2021	11/17/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		010015677	11/17/2021	11/17/2022	COMBINED SINGLE LIMIT (Ea accid/ent) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 2,500		1424234	11/17/2021	11/17/2022	EACH OCCURRENCE \$ 1,000,000 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)  
RE: Pets Brown Golf Facility

<b>CERTIFICATE HOLDER</b> City of Jackson, Department of Parks & Recreation 1000 Metro Center Drive Jackson, MS 39209	<b>CANCELLATION</b> 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 <i>Dixie Temple</i>
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