

REVISED

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

April 12, 2022

AGENDA

10:00 AM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **ASSOCIATE PASTOR HENRY JOSEPH III OF NEW HORIZON CHURCH INTERNATIONAL**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

2. **NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."**
3. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD MARCH 22, 2022 FOR THE FOLLOWING CASES:**

21-97 21-284 21-495 21-639 21-647 21-662 21-684 21-744
21-905 21-1048 21-1298 21-1708 21-1868 21-1903 21-2019
4. **APPROVAL OF THE MARCH 29, 2022 REGULAR COUNCIL MEETING MINUTES. (S.JORDAN, LINDSAY)**
5. **APPROVAL OF THE APRIL 1, 2022 EMERGENCY SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, LINDSAY)**
6. **APPROVAL OF THE APRIL 5, 2022 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, LINDSAY)**

INTRODUCTION OF ORDINANCES

7. **ORDINANCE ACCEPTING THE JUNCTION SUBDIVISION AND AUTHORIZING THE MAYOR TO SIGN THE FINAL PLAT OF SAID SUBDIVISION. (KING, LUMUMBA)**

REGULAR AGENDA

8. **CLAIMS (MALEMBEKA, LUMUMBA)**
9. **PAYROLL (MALEMBEKA, LUMUMBA)**
10. **RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF JACKSON, MISSISSIPPI TO REIMBURSE ITSELF FROM THE PROCEEDS OF THE MASTER LEASE PURCHASE AGREEMENT FOR THE PURCHASE OF TWELVE (12) VEHICLES FOR THE JACKSON POLICE DEPARTMENT. (MALEMBEKA, LUMUMBA)**
11. **ORDER AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT OR PROCURE SERVICES FROM A1 TREE SERVICE, FOR THE REMOVAL OF TREE AND DEBRIS AT BATTLEFIELD PARK FOR THE SUM OF \$39,000.00. (HARRIS, LUMUMBA)**
12. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH MORRIS AND MCDANIELS INC. TO DEVELOP, ADMINISTER, AND MANAGE A COMPETITIVE TESTING AND ASSESSMENT PROCEDURE FOR THE RANKS OF FIRE LIEUTENANT DRIVER OPERATOR, FIRE CAPTAIN, AND DISTRICT FIRE CHIEF (MARTIN, LUMUMBA)**
13. **ORDER AUTHORIZING THE MAYOR TO ENTER INTO A THIRTY-SIX (36) MONTH AGREEMENT WITH TWO OPTIONAL ONE-YEAR RENEWALS WITH REMIX SOFTWARE, INC. FOR THE PROCUREMENT OF TRANSPORTATION PLANNING SOFTWARE IN ACCORDANCE WITH FEDERAL TRANSIT ADMINISTRATION (FTA) CIRCULAR 4220.1F. (HILLMAN, LUMUMBA)**
14. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 AMENDING THE SCOPE OF WORK OF THE PROFESSIONAL SERVICE AGREEMENT WITH NAVIRETAIL, LLC TO PROVIDE CONSULTANT SERVICES IN THE CITY OF JACKSON, MISSISSIPPI. (HILLMAN, LUMUMBA)**
15. **ORDER ACCEPTING AND APPROVING BUS STOPS EASEMENT FOR PUBLIC ACCESS FROM WAL-MART AT 2711 GREENWAY DRIVE, JACKSON, MISSISSIPPI. (HILLMAN, LUMUMBA)**
16. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB 360I BLACK/WHITE COPIER TO BE USED BY THE SIGNS & LICENSE DIVISION OF THE PLANNING AND DEVELOPMENT DEPARTMENT. (HILLMAN, LUMUMBA)**
17. **ORDER AUTHORIZING THE COMPROMISE AND SETTLEMENT OF A CLAIM FOR WORKERS COMPENSATION BENEFITS IN MWCC # 1708136-P-5193 and 1708135-P-5192. (C.MARTIN, LUMUMBA)**
18. **ORDER AUTHORIZING THE COMPROMISE AND SETTLEMENT OF A CLAIM FOR WORKERS COMPENSATION BENEFITS IN MWCC #**

1710633-P-6057-E 19. (C.MARTIN, LUMUMBA)

19. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH COMCAST, INC., TO INSTALL A COMMUNICATION NETWORK SYSTEM AT 455 EAST CAPITOL STREET & THE CITY PROSECUTOR'S OFFICE AT 327 E. PASCAGOULA STREET. (C.MARTIN, LUMUMBA)**
20. **ORDER AMENDING TERM EXPIRATION OF MR. MATTHEW MCLAUGHLIN TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD. (C.MARTIN, LUMUMBA)**
21. **ORDER AUTHORIZING PAYMENT OF \$8,464.46 TO NATIONWIDE INSURANCE AS FULL AND COMPLETE SETTLEMENT OF SUBROGATION CLAIM. (C.MARTIN, LUMUMBA)**

DISCUSSION

22. **DISCUSSION: SANITATION FEE (STOKES)**
23. **DISCUSSION: ENVIRONMENTAL RACISM (STOKES)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

OFFICE OF THE CLERK
* 3/24/22

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD MARCH 22, 2022 FOR THE FOLLOWING CASES:

21-97	21-284	21-495	21-639	21-647	21-662	21-684
21-744	21-905	21-1048	21-1298	21-1708	21-1868	21-1903
21-2019						

WHEREAS, Section 21-19-11 of the Mississippi Code as amended provides that a governing authority shall conduct a hearing to determine whether property or parcels of land located within a municipality is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, Section 21-19-11 of the Mississippi Code as amended sets forth the procedure for mailing and posting notice of the hearing; and

WHEREAS, hearings were held on March 22, 2022; and

WHEREAS, the hearing officer determined that notice was provided in accordance with Section 21-19-11 prior to the hearings; and

WHEREAS, after hearing testimony and reviewing evidence, the hearing officer made findings and recommendations for adjudication concerning certain parcels as follows:

- 1) **Case #21-97: Parcel #195-46-1** located at **730 SOUTH COMMERCE STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, junk vehicle and clean curbside.

- 2) **Case #21-284 Parcel #128-228** located at **816 CLAIBORNE AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$500.00. Ward 5

Consent Agenda
Agenda No. 3
Agenda Date April 12, 2022
(Hillman, Lumumba)

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

- 3) **Case #21-495: Parcel #97-91** located at **2115 BAILEY AVENUE** After hearing testimony from owner(s) **WELLYN HATHORN**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

- 4) **Case #21-639: Parcel #422-303** located at **3317 BAILEY AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

- 5) **Case #21-647: Parcel #848-191** located at **119 STRATFORD DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

- 6) **Case #21-662: Parcel #220-18** located at **2672 WEST HIGHWAY 80**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

- 7) **Case #21-684: Parcel #98-96** located at **1826 BAILEY AVEUNE**: After hearing testimony from owner(s) **MAMIE W PAYNE**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

- 8) **Case #21-744: Parcel #619-112** located at **3045 WOODBINE STREET**: After hearing testimony from owner(s) **JULIUS WILLIAMS**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

- 9) **Case #21-905: Parcel #633-44** located at **1164 MCDOWELL COURT**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

- 10) **Case #21-1048: Parcel #209-2** located at **2761 TERRY ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

- 11) **Case #21-1298: Parcel #426-69** located at **438 EMINENCE ROW**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

- 12) **Case #21-1708: Parcel #425-559** located at **3534 DOUGLAS AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

- 13) **Case #21-1868: Parcel #425-568** located at **3527 BAILEY AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

- 14) **Case #21-1903: Parcel #628-203** located at **1657 MCDOWELL ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

- 15) **Case #21-2019: Parcel #97-108** located at **2117 BAILEY AVENUE**: After hearing testimony from owner(s) **WELLYN HATHORN**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

IT IS HEREBY ORDERED that the above parcels be adjudicated a menace to public health as recommended by the hearing officer.

IT IS HEREBY ORDERED that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

IT IS HEREBY ORDERED that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health and safety using municipal resources or contract labor if the owners fail to do so.

IT IS HEREBY ORDERED that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

ITEM# _____
AGENDA _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 3/22/2022
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	This is the Community Improvement regular agenda for the City Council authority to clean private property.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	Who will be affected	All City of Jackson residents
4.	Benefits	The cleaning of the private properties listed on the agenda will remove threats to the health and safety and welfare of surrounding residents.
5.	Schedule (beginning date)	To be determined pending execution of contracts.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION
8.	COST	To be determined pending execution of contracts.
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS GENERAL FUNDS
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____

Department of Planning and Development



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

MEMORANDUM

TO: Mayor Choke A. Lumumba

Via: Jordan Hillman
Director, Planning and Development

From : Community Improvement
Planning and Development

DATE: March 22, 2022

Re: Agenda Item

The attached agenda item is a Resolution declaring certain parcel of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize cleaning.

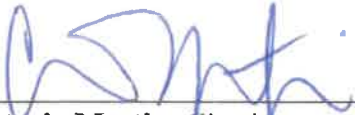
Thank you for your consideration.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD MARCH 22, 2022 FOR THE FOLLOWING CASES: 21-97 21-284 21-639 21-647 21-662 21-684 21-744 21-905 21-1048 21-1298 21-1708 21-1868 21-1903 21-2019 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*
Sondra Moncure, *Deputy City Attorney* A.M.

4/6/22

DATE

OFFICE OF THE CITY ATTORNEY
3/24/22
A.M.

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 29, 2022 10:00 A.M.

584

BE IT REMEMBERED that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on March 29, 2022, being the fifth Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Virgi Lindsay, Council President, Ward 7; Angelique Lee, Vice-President, Ward 2; Ashby Foote, Ward 1; Kenneth Stokes, Ward 3; Brian Grizzell, Ward 4; Vernon Hartley, Ward 5 and Aaron Banks, Ward 6. Directors: Chokwe Antar Lumumba, Mayor; Shanekia Mosley-Jordan, Clerk of the Council; Constance White, Chief Deputy Clerk of Council and Catoria Martin, City Attorney.

Absent: None.

The meeting was called to order by **President Lindsay**.

The invocation was offered by **Pastor Charlie H. Clark of Wee Care Church**.

There came on for consideration Agenda Item No. 2, Public Hearing:

**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.**

There was no one who spoke in favor nor was there any opposition from the public.

President Lindsay requested that Agenda Item No. 18 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

**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.

Consent Agenda
Agenda No. 4
Agenda Date April 12, 2022
(S.Jordan, Lindsay)

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

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

There came on for consideration Agenda Item No. 3, Public Hearing:

**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.**

There was no one who spoke in favor nor was there any opposition from the public.

President Lindsay requested that Agenda Item No. 19 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

**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 ORDAINED:

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.

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

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

**APPROVAL OF THE FEBRUARY 10, 2022 SPECIAL COUNCIL MEETING
MINUTES.**

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

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

**APPROVAL OF THE FEBRUARY 15, 2022 SPECIAL COUNCIL MEETING
MINUTES.**

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

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

**APPROVAL OF THE AUGUST 19, 2021 SPECIAL COUNCIL MEETING
MINUTES.**

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

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

**APPROVAL OF THE FEBRUARY 24, 2022 SPECIAL COUNCIL MEETING
MINUTES.**

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

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

**APPROVAL OF THE FEBRUARY 28, 2022 REGULAR ZONING COUNCIL
MEETING MINUTES.**

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

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

**APPROVAL OF THE MARCH 1, 2022 REGULAR COUNCIL MEETING
MINUTES.**

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

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

APPROVAL OF THE MARCH 4, 2022 SPECIAL COUNCIL MEETING MINUTES.

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

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

Nays – None.

Absent – None.

APPROVAL OF THE MARCH 8, 2022 SPECIAL COUNCIL MEETING MINUTES.

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

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

Nays – None.

Absent – None.

APPROVAL OF THE MARCH 10, 2022 EMERGENCY SPECIAL COUNCIL MEETING MINUTES.

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

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

Nays – None.

Absent – None.

APPROVAL OF THE MARCH 21, 2022 REGULAR ZONING COUNCIL MEETING MINUTES.

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

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

Nays – None.

Absent – None.

APPROVAL OF THE MARCH 21, 2022 SPECIAL COUNCIL MEETING (PLANNING SESSION) MINUTES.

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

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

Nays – None.

Absent – None.

APPROVAL OF THE MARCH 22, 2022 SPECIAL COUNCIL MEETING MINUTES.

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

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

Nays – None.

Absent – None.

**APPROVAL OF THE MARCH 24, 2022 SPECIAL COUNCIL MEETING
MINUTES.**

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

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

The following individual(s) provided public comments during the meeting:

- **Alfred Brown** who expressed concerns regarding issues with the JTRAN route services.
- **Pastor F.L. Blount** who expressed concerns regarding parenting in the homes of the City of Jackson.

President Lindsay requested that Agenda Item No. 38 be moved forward on the Agenda. Hearing no objections, the following was discussed:

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

DISCUSSION: JACKSON FREE CLINIC: **President Lindsay** recognized **Council Member Stokes**, who expressed concern regarding the Jackson Free Clinic. **Hali Peterson, Chief Academic Officer of the Jackson Free Clinic**, expressed the free medical services provided at the Jackson Free Clinic and encouraged all citizens to attend the Jackson Free Clinic Beyond Medicine Community Extravaganza on May 7, 2022, starting at 2:00 p.m. Also, **Somto Ngwadike, Chief Finance Officer**, expressed concerns about support from the community to allow Jackson Free Clinic to provide medical services to their families in their time of need.

ORDER APPROVING CLAIMS NUMBER 27201 to 27040 APPEARING AT PAGES 410 TO 441 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$10,759,410.56 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 27201 to 27040 appearing at pages 442 to 461, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$677,681.27 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	279,503.77
TECHNOLOGY FUND	5,200.00
PARKS & RECR. FUND	37,013.33
LANDFILL/ SANITATION FUND	1,669.81
STATE TORT CLAIMS FUND	4,000.00
WATER/SEWER REVENUE FUND	663.25
WATER/SEWER OP & MAINT FUND	48,475.26
WATER/SEWER CAPITAL IMPR FUND	1,736,719.05
KELLOGG FOUNDATION PROJECT	500.00
TITLE III AGING PROGRAMS	28,510.00
TRANSPORTATION FUND	6,807.95

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 29, 2022 10:00 A.M.**

589

JXN CONVENTION & VISTORS BUR	263,183.61
ZOOLOGICAL PARK	2,154.29
TOTAL	<u>\$10,759,410.56</u>

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

President Lindsay recognized **Fidelis Malembeka, Chief Financial Officer**, who provided a brief overview of the claims docket at the request of **President Lindsay**.

Thereafter, **President Lindsay**, called for the vote on the Order:

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

**ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL
DEDUCTION CLAIMS NUMBERED 27201 TO 27040 AND MAKING
APPROPRIATION FOR THE PAYMENT THEREOF.**

IT IS HEREBY ORDERED that payroll deduction claims numbered 27201 to 27040 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$2,740.65 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND	TO PAYROLL FUND
GENERAL FUND		24,666.99
PARKS & RECR FUND		17,012.29
LANDFILL FUND		2,704.44
SENIOR AIDES		9,723.66
WATER/SEWER OPER & MAINT		24,668.83
PAYROLL	2,740.65	
EARLY CHILDHOOD		1,053.83
ZOOLOGICAL PARK		4,014.92
TOTAL		<u>\$83,844.96</u>

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

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

President Lindsay recognized **Council Member Stokes** who moved, seconded by **Vice President Lee** to add an item to the agenda on an emergency basis order authorizing bid of Harley-Davidson of central MS D/B/A Harley Davidson of Jackson for six (6) motorcycles to be used by the City of Jackson Police Department (Bid no. 07156-021522). The motion prevailed by the following vote:

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

There came on as the Emergency Agenda Item: ORDER AUTHORIZING BID OF HARLEY-DAVIDSON OF CENTRAL MS D/B/A HARLEY DAVIDSON OF JACKSON FOR SIX (6) MOTORCYCLES TO BE USED BY THE CITY OF JACKSON POLICE DEPARTMENT (BID NO. 07156-021522): Hearing no objections, the Clerk read the following:

ORDER AUTHORIZING BID OF HARLEY-DAVIDSON OF CENTRAL MS D/B/A HARLEY DAVIDSON OF JACKSON FOR SIX (6) MOTORCYCLES TO BE USED BY THE CITY OF JACKSON POLICE DEPARTMENT (BID NO. 07156-021522).

WHEREAS, on February 15, 2022, the City of Jackson received one sealed bid for six (6) motorcycles; and

WHEREAS, the bid received from Harley-Davidson of Central Mississippi d/b/a Harley Davidson of Jackson, 3509 I-55 South, Jackson, MS 39212, for \$19,217.00 per motorcycle and \$115,302.00 for the total cost of six (6) motorcycles, was the lowest and best bid received met specifications; and

WHEREAS, the Jackson Police Department recommends that the City accept the bid of Harley-Davidson of Central Mississippi d/b/a Harley Davidson of Jackson as the lowest and best bid.

IT IS HEREBY ORDERED that the bid of Harley-Davidson of Central MS d/b/a Harley-Davidson of Jackson, for \$19,217.00 per motorcycle and \$115,302.00 for the total cost of six (6) motorcycles, is accepted in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the City Clerk.

IT IS, FURTHER ORDERED that payment for said motorcycles be made from the General Fund.

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

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

ORDER AUTHORIZING THE MAYOR TO 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 \$175,000.00.

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; and

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

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 29, 2022 10:00 A.M.**

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

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

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

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 Sun Dry Contingencies Category to Various Categories as listed above in the amount of \$175,000.00.

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

President Lindsay recognized **Adrienne Kidd, Director of Human and Cultural Services**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

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

WHEREAS, Russell C. Davis Planetarium desires to enter into a 24-month contact 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 cents (\$218.00) per month, not to exceed four thousand seven hundred ninety-six dollars and zero cents (\$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.

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

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

Nays – None.

Absent – None.

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.

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).

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

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

Nays – None.

Absent – None.

* * * * *

ORDER AUTHORIZING THE 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.

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; and

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

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.

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

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

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

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

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); and

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; and

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

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 SY N 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 SY N 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 FURTHER 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.

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

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

Nays – None.

Absent – None.

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.

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 Coat Housing Partnership, Inc; and

WHEREAS, due to changes in HOME regulations, the contract must be executed with the property owner and not the developer; 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 amendment is approved to authorize the Mayor to execute the contract and related documents with Southwest Pearl, LLC, instead of Gulf Coast Housing Partnership for the HOME funded rental rehabilitation/construction Pearl Senior Living Facility project in the amount of \$1,165,438.00.

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

President Lindsay recognized **Jordan Hillman, Director of Planning and Development**, who provided a brief overview of said item and recommended an amendment to change "Southwest Pearl, LLC" to "Pearl Street Southwest L.L.C" throughout the entire document.

President Lindsay who moved; seconded by **Council Member Stokes** to amend said order to reflect the changes as stated by **Jordan Hillman, Director of Planning and Development**. The motion prevailed by the following vote:

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

Thereafter, **President Lindsay** called for a vote on said Order as amended.

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 PEARL STREET SOUTHWEST, L.L.C FOR THE PEARL SENIOR LIVING COMMUNITY IN AN AMOUNT OF \$1,165,438.00.

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 Coat Housing Partnership, Inc; and

WHEREAS, due to changes in HOME regulations, the contract must be executed with the property owner and not the developer; and

WHEREAS, the Pearl Street Southwest, L.L.C, 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 amendment is approved to authorize the Mayor to execute the contract and related documents with Pearl Street Southwest, L.L.C, instead of Gulf Coast Housing Partnership for the HOME funded rental rehabilitation/construction Pearl Senior Living Facility project in the amount of \$1,165,438.00.

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

Nays – None.

Absent – None.

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

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

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 29, 2022 10:00 A.M.**

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:

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

Council Member Stokes moved adoption; **Vice President Lee** seconded.
Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.
Nays – None.
Absent – None.

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

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:

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

Council Member Stokes moved adoption; Council Member Grizzell seconded.

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

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:

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

Council Member Stokes moved adoption; President Lindsay seconded.

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

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.

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.

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

President Lindsay recognized **Robert Lee, Department of Public Works**, who provided a brief overview of said item.

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

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

* * * * *

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.

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

President Lindsay recognized **Claire Barker, Special Assistant to the City Attorney**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

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.

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

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

Nays – None.

Absent – None.

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.

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

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

Nays – None.

Absent – None.

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 (\$10,000.00) 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 (\$10,000.00) to *Association of Jackson Neighborhood* is deleted.

An allocation of ten thousand (\$10,000.00) 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.

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

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

Nays – None.

Absent – None.

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.

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 \$1,000,000.00 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; and

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.

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

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

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

DISCUSSION: JAIL: President Lindsay recognized **Council Member Stokes** who expressed concern regarding the City of Jackson's purchase of the Hinds County Jackson, MS to help fight crime in the City of Jackson. **Catoria Martin, City Attorney**, who clarified that the City of Jackson is currently faced with the option of considering the idea of a misdemeanor holding facility and that the City has no intention of violating the consent decree.

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

DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY: President Lindsay stated that all citizens should remain safe and adhere to the safety measures put in place by our leaders and City Council members discussed to continue the emergency.

There came on for Discussion, Agenda Item No. 40:

DISCUSSION: MONTHLY FINANCIAL REPORTS AS REQUIRED ACCORDING TO SECTION 21-35-13 OF THE MISSISSIPPI CODE ANNOTATED OF 1972: President Lindsay expressed that all City Council members received the monthly financial report for review.

The following reports/announcements were provided during the meeting:

- **Council Member Stokes** announced the following:
 - Encouraged citizens to attend the following festivities in honor to Dr. Martin Luther King:
 - Marching Rally on April 2nd beginning at Freedom Corner
 - Awards Banquet at the E-Center on April 3rd at 3:00 p.m.
 - April 4th the laying of the wreath at Freedom Corner

- **Council Member Hartley** announced the following:
 - Thanks to Clerk of Council and staff members for their hard work and dedication.
 - Encouraged colleagues to entertain a resolution recognizing Dr. Williams.
 - Closing the meeting in memory of John Phillip Perkins.

- **Mayor Chokwe Antar Lumumba** announced the following:
 - Thanks to all citizens that contributed cans of tuna to the March of Mayors.
 - Encouraged citizens to dial 311 for non-emergency services.
 - Summer Youth Program Application due Friday, April 1st.
 - Encouraged citizens to participate in the Neighborhood Clean-Up on April 8, 2022 at 7:30 a.m. meeting location Cash Savers Parking Lot Raymond Rd.
 - Roll Off Dumpster Day Saturday, April 9th beginning at 8:00 a.m. – 3:00 p.m.
 - Easter Egg Hunt on Saturday, April 16th 11:00 a.m. 2-8 VA Softball Field 4500 Thomas Catchings Sr. Drive.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Emergency Special Council Meeting at 11:00 a.m. on April 1, 2022. At 11:57 a.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____,
COUNCIL PRESIDENT

DATE

ATTEST:

CITY CLERK

**EMERGENCY SPECIAL MEETING OF THE CITY COUNCIL
FRIDAY, APRIL 1, 2022 11:00 A.M. 1**

BE IT REMEMBERED that an Emergency Special Meeting of the City Council of Jackson, Mississippi, was called by a majority of the City Council Members and notices having been placed by the Clerk of Council at 10:00 A.M. Friday, April 1, 2022 in the Clerk of Council's Office, electronic notifications to all Council Members', on the City's website and on the public bulletin board in City Hall, relative to: (1) Order ratifying an emergency solid waste collection and hauling agreement with Richard's Disposal, Inc. for a term of (1) one year. The meeting was convened in the Council Chambers located at 219 S. President Street at 11:00 a.m. on April 1, 2022 being the first Friday of said month, when and where the following things were had and done to wit:

Present: Council Members: Virgi Lindsay, Council President, Ward 7; Angelique Lee, Council Vice President, Ward 2; Ashby Foote, Ward 1; Kenneth I. Stokes, Ward 3; Brian C. Grizzell, Ward 4; Vernon Hartley, Ward 5 and Aaron Banks, Ward 6. Directors: Chokwe Antar Lumumba, Mayor; Shanekia Mosley Jordan, Clerk of the Council; Constance White, Chief Deputy Clerk of the Council; and Catoria Martin, City Attorney.

Absent: None.

The meeting was called to order by **President Virgi Lindsay**.

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

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

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

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

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

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

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

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

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

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

Consent Agenda
Agenda No. 5
Agenda Date April 12, 2022
(S.Jordan, Lindsay)

**EMERGENCY SPECIAL MEETING OF THE CITY COUNCIL
FRIDAY, APRIL 1, 2022 11:00 A.M.**

2

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

WHEREAS, on March 9, 2022, the Mayor filed suit against the City Council in the Fifth Chancery Court District of Hinds County (Cause No. 22-cv-281); and

WHEREAS, on March 31, 2022, Special Chancellor, Justice Jess H. Dickinson, issued a final Opinion and Judgment which states,

The Council has no authority to negotiate and/or execute a contract for the collection of residential solid waste, absent the existence of the exceptions in Miss. Code Ann. §21-8-19;

The Council has no authority to amend the Mayor's order declaring a local emergency, and instead, after the Mayor declares a local emergency the Council is required to approve or disapprove the proclamation; and,

The Mayor has the authority to find independent contractors/vendors who can provide necessary emergency services and present contracts to the Council for approval.

Only the Mayor may negotiate a contract for solid waste disposal on behalf of the City of Jackson.

Whether a contract binding the City of Jackson for solid waste disposal is negotiated through the RFP process or pursuant to emergency authority under Miss Code Section 33-15-17(b), the contract is not a binding contract that is enforceable against the City of Jackson unless and until it has been properly approved by the Council; and

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

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

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

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

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

**EMERGENCY SPECIAL MEETING OF THE CITY COUNCIL
FRIDAY, APRIL 1, 2022 11:00 A.M.**

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

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

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

WHEREAS, Contractor is required to furnish and provide a performance bond in the amount of One Million Dollars (\$1,000,000.00) to secure Contractor's performance of the Emergency Agreement; and

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

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

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

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

President Lindsay recognized **Catoria Martin, City Attorney, and Mayor Chokwe Antar Lumumba** who provided a brief overview of said item.

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

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

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

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

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

Thereafter, **President Lindsay** requested that the Clerk read the order:

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, on March 9, 2022, the Mayor filed suit against the City Council in the Fifth Chancery Court District of Hinds County (Cause No. 22-cv-281); and

WHEREAS, on March 31, 2022, Special Chancellor, Justice Jess H. Dickinson, issued a final Opinion and Judgment which states,

The Council has no authority to negotiate and/or execute a contract for the collection of residential solid waste, absent the existence of the exceptions in Miss. Code Ann.

§21-8-19;

The Council has no authority to amend the Mayor's order declaring a local emergency, and instead, after the Mayor declares a local emergency the Council is required to approve or disapprove the proclamation; and,

The Mayor has the authority to find independent contractors/vendors who can provide necessary emergency services and present contracts to the Council for approval.

Only the Mayor may negotiate a contract for solid waste disposal on behalf of the City of Jackson.

Whether a contract binding the City of Jackson for solid waste disposal is negotiated

through the RFP process or pursuant to emergency authority under Miss Code Section 33-15-17(b), the contract is not a binding contract that is enforceable against the City of Jackson unless and until it has been properly approved by the Council; and

WHEREAS, the Emergency Agreement with Richard's Disposal, Inc. provides the same services at the same cost as were being provided under the previous emergency contract that expired March 31, 2022; and

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

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

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

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

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

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

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

WHEREAS, Contractor is required to furnish and provide a performance bond in the amount of One Million Dollars (\$1,000,000.00) to secure Contractor's performance of the Emergency Agreement; and

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

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

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

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

President Lindsay, recognized Mayor Chokwe Antar Lumumba, who reads the following Veto of Chokwe Antar Lumumba Mayor of Jackson:

WHEREAS, I, Chokwe A. Lumumba, Mayor, previously declared an emergency due to the expiration of the City's contract for the collection of residential solid waste which expired on September 30, 2021 as a result of the failure of this governing authority to approve a solid waste collection services and hauling contract for residents of the City of Jackson; and

WHEREAS, on September 30, 2021, I Chokwe A. Lumumba, Mayor, executed and entered into an emergency agreement with Waste Management of Mississippi, Inc. for the collection of residential solid waste for a period of six (6) months to provide for the continued collection of residential solid waste in the City of Jackson, while the Department of Public Works conducted a second procurement process, pursuant to Mississippi purchasing law, for a permanent contract; and

WHEREAS, the Department of Public Works issued a new Request for Proposals for Solid Waste Collection and Hauling that scored the technical portion of the RFP without the evaluators knowing the identities of the proposers, consistent with state law-approved criteria for best practices for soliciting requests for proposals, Section 31-7-417 (2) of the Mississippi Code of 1972, as amended; and

WHEREAS, also consistent with state law-approved criteria for best practices for soliciting requests for proposals, Section 31-7-413 (2)(a) of the Mississippi Code of 1972, as amended, price as an evaluation factor was the highest rated individual factor and assigned a weight of thirty-five percent (35%); and

WHEREAS, the Request for Proposals solicited service and pricing for four (4) service options based on preferences expressed by the Mayor and by City Council members: (1) Once-per-week collection without carts; (2) Once per week collection with 96-gallon carts; (3) Twice-per-week collection without carts; and (4) Twice per week collection with 96-gallon carts; and

WHEREAS, the Evaluation Committee blindly rated the technical proposals, heard presentations after scoring the technical proposals, and then the price proposals were evaluated according to the formula provided in the Request for Proposals; and

WHEREAS, I, without knowing the best evaluated proposal for each of the four (4) service options, presented the best evaluated proposals for each of the four (4) service options and the corresponding prices to the City Council without disclosing the names of the successful proposers; and

WHEREAS, I, in relinquishing a degree of the executive authority afforded me under the mayor-council form of government, requested in the order presented to the City Council that the City Council make a recommendation on which of the four (4) proposals they preferred; and

WHEREAS, the City Council instead amended the order to remove the once-per-week service options and directed me, the Mayor to choose between the two remaining twice-per-week service options; and

WHEREAS, the monthly cost of the proposal for twice-per-week collection with a 96-gallon cart was \$756,000.00 and the cost of the proposal for twice-per-week collection without a cart was \$858,060.00 monthly, which was \$102,060.00 more than the cost with a cart; and

WHEREAS, I, Chokwe A. Lumumba, Mayor, selected the less expensive of the two twice-per-week options, which was twice-per-week collection with a 96-gallon cart, at \$756,000.00 per month; and

WHEREAS, I Chokwe A. Lumumba, Mayor, presented the most qualified proposer under this option, Richard's Disposal, Inc., to the City Council for their adoption at the January 18, 2022 City Council meeting, who then voted down this option; and

WHEREAS, I, Chokwe A. Lumumba, Mayor, placed the residential solid waste collection contract on the agenda for discussion on January 25, 2022, requesting input from the City Council

about their legitimate concerns regarding the adoption of the proposal for twice-per-week collection with 96-gallon carts; and

WHEREAS, based on the comments received from the City Council, I, the Mayor placed on the agenda a revised item seeking authorization to enter into a residential solid waste collection contract for twice-per-week collection with a 96-gallon cart, which the City Council again voted down; and

WHEREAS, at no point in the process has the City Council articulated a factual or legal basis for their rejection of a permanent contract with Richard's Disposal, Inc.; and

WHEREAS, in fact, four members of the City Council have consistently made their preference for Waste Management of Mississippi, Inc. known by their actions in repeatedly voting down a contract with Richard's Disposal, Inc. despite the fact that it is \$102,060.00 per month less than the option the City Council prefers and also provides less service, as the option from Waste Management of Mississippi, Inc. does not provide a garbage cart; and by repeatedly making statements to the effect that "if it isn't broken, don't fix it" and that the current vendor is performing well so why would the City want to change anything; and

WHEREAS, the City Council, acting through four of its members, has consistently abdicated its legislative duties by failing to enact a sanitation fee increase that would provide sufficient funding for the Sanitation Department and a new solid waste collection and hauling agreement, yet are willing to attempt to force the City of Jackson to enter into an agreement with Waste Management of Mississippi, Inc., whose pricing on twice-per-week collection without a garbage cart was more expensive than the pricing for the most qualified proposer on all of the other options; and

WHEREAS, in my opinion the actions by the four members of the City Council in repeatedly voting down contracts with a less expensive alternative offered by a vendor who has a demonstrated ability to perform similar contracts and who is the most qualified proposer under the RFP process, constitutes arbitrary and capricious action and action that is contrary to law; and

WHEREAS, capitulating to the demands of these four City Council members to negotiate a solid waste collection and hauling agreement with their preferred vendor, Waste Management of Mississippi, Inc., would expose the City to liability for failing to adhere to State Purchasing Law and failing to follow the vendor evaluation and selection process set forth in the Request for Proposals; and

WHEREAS, the City's current emergency contract for the collection of residential solid waste expired on March 31, 2022; and

WHEREAS, I, Chokwe A. Lumumba, Mayor, have been unable to procure a new contract through the process required under Section 31-7-13 (r) of the Mississippi Code of 1972, as amended, by advertising a Request for Proposals due to the recalcitrance of four members of the City Council; and

WHEREAS, beginning April 1, 2022, the City will have no means by which to collect garbage from residences throughout the City, which garbage, if uncollected for the period of time that will be required to procure a permanent contract in accordance with Section 31-7-13 (r), will create throughout the City a risk of disease and cause unsanitary conditions contrary to the public health; and

WHEREAS, the failure to collect garbage and properly dispose of it at a permitted landfill will result in putrid, rotting food and other deleterious contaminants flowing into the City's municipal separate storm sewer system, which will cause water pollution to local creeks, streams, and waterways, including, but not limited to the Pearl River and Bogue Chitto Creek; and

WHEREAS, the failure to fulfill its statutory duty to properly collect and dispose of residential solid waste will expose the City to the risk of civil penalties at the rate of up to \$25,000 each day residential solid waste remains uncollected and to other legal action by the Mississippi Department of Environmental Quality; and

WHEREAS, in order to combat the dangers to the public health that will arise if residential garbage remains uncollected for six months or longer, while the City attempts to procure a contract for the collection of residential solid waste in accordance with Section 31-7-13 (r), I, Chokwe A. Lumumba, Mayor, previously proclaimed the existence of a local emergency on February 17, 2022 and thereafter signed an emergency solid waste collection and hauling agreement with Richard's Disposal, Inc. for the collection of residential solid waste beginning on April 1, 2022, continuing for period of one year or the procurement of a permanent contract complying with the requirements of Section 31-7-13 (r); and

WHEREAS, pursuant to the opinion issued by the Court in *Chokwe A. Lumumba, in his Official Capacity as Mayor of the City of Jackson vs. City Council of Jackson, Mississippi*, Civil Action No. 25CH1:22-cv-00281, Chancery Court of the First Judicial District of Hinds County,

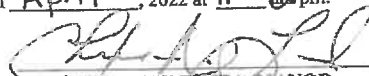
Mississippi, on March 31, 2022, I, Chokwe A. Lumumba, Mayor, presented to the City Council an order ratifying the emergency solid waste collection and hauling agreement with Richard's Disposal, Inc. at an Emergency Special Meeting of the City Council at 11:00 am on April 1, 2022, seeking the necessary approval of the emergency contract from the City Council; and

WHEREAS, without good cause and acting in an arbitrary and capricious manner set forth above and contrary to law, the City Council voted down the order ratifying the emergency agreement with Richard's Disposal, Inc.

NOW, THEREFORE, I, Chokwe Antar Lumumba, Mayor of the City of Jackson, Mississippi, pursuant to the authority vested in me by Section 21-8-17 (2) of the Mississippi Code of 1972, as amended, and in the public interest and for the general welfare of the City of Jackson, do hereby veto the action of the City Council of Jackson, Mississippi in failing to approve the following order brought forward by me:

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

WITNESS MY HAND, on this 1st day of April, 2022 at 11:35 am/pm.


CHOKWE A. LUMUMBA, MAYOR
CITY OF JACKSON, MISSISSIPPI

President Lindsay recognized **Vice President Lee** who called the question and **President Lindsay** seconded. The motion prevailed by the following vote:

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

After a thorough discussion, **President Lindsay**, calls for a vote on the reconsidered item:

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

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

There were no reports/announcements provided during the meeting.

**EMERGENCY SPECIAL MEETING OF THE CITY COUNCIL
FRIDAY, APRIL 1, 2022 11:00 A.M. 9**

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Special Council Meeting at 11:30 a.m. on April 5, 2022. At 11:49 a.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
COUNCIL PRESIDENT DATE

ATTEST:

CITY CLERK

BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was called by a majority of the City Council Members and notices having been placed by the Clerk of Council at 10:44 a.m. Tuesday, April 4, 2022 in the Clerk of Council’s Office, electronic notifications to all Council Members, on the City’s website and on the public bulletin board in City Hall, relative to: (1) Order authorizing the Jackson City Council to retain legal counsel. The meeting was convened in the Council Chambers located at 219 S. President Street at 11:30 a.m. on April 5, 2022 being the first Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Virgi Lindsay, Council President, Ward 7; Angelique Lee, Council Vice President, Ward 2; Ashby Foote, Ward 1; Kenneth I. Stokes, Ward 3; Brian C. Grizzell, Ward 4; Vernon Hartley, Ward 5 and Aaron Banks, Ward 6. Directors: Louis Wright, Chief Administrative Officer; Shanekia Mosley Jordan, Clerk of the Council; Denise Fortner, Chief Deputy Clerk of the Council; and Catoria Martin, City Attorney.

Absent: None.

The meeting was called to order by **President Virgi Lindsay**.

President Lindsay recognized **Council Member Banks** who moved, seconded by **Council Member Stokes** to add an item to the agenda on an emergency basis, Discussion: Update from Martin and Martin, PLLC regarding the matters before the Chancery Court. The motion prevailed by the following vote:

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

President Lindsay stated that said item needed to be discussed in Executive Session regarding “Pending Litigation.”

Council Member Stokes moved, seconded by **Council Member Hartley** to go into Closed Session to discuss Agenda Items No.1 and Emergency Discussion Item. The motion prevailed by the following vote:

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

President Lindsay announced to the public that the Council voted to go into Closed Session to discuss going into Executive Session to discuss Agenda Item No. 1 and Emergency Discussion Item regarding “Pending Litigation”.

During Closed Session, **Council Member Stokes** moved, seconded by **Council Member Hartley** to go into Executive Session to discuss pending litigation. The motion prevailed by the following vote:

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

An announcement was made to the public that the Council voted to go into Executive Session to discuss Litigation Matters.

Note: Council Member Hartley left the meeting.

Council Member Stokes moved, seconded by President Lindsay, to come out of Executive Session. The motion prevailed by the following vote:

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

President Lindsay announced to the public that the Council voted to come out of Executive Session and action was taken.

Note: Council Member Hartley returned to the meeting during the discussion.

During Executive Session, the Council took action on Agenda Item No. 1:

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI TO RETAIN LEGAL COUNSEL.

WHEREAS, the City Council of Jackson, Mississippi was named as a defendant in the lawsuit styled “Chokwe A. Lumumba, in his official capacity as Mayor of the City of Jackson vs The City Council of Jackson, Mississippi”; and

WHEREAS, the City Council of Jackson, Mississippi has determined that a conflict does exist between the City Attorney’s Office and the City of Jackson; and

WHEREAS, the City Council of Jackson, Mississippi has determined that it is in the best interest of the City of Jackson to defend this lawsuit by retaining the independent legal counsel of _____; and

WHEREAS, the attorneys with _____ will represent the governing authorities in all matters referencing the lawsuit styled “Chokwe A. Lumumba, in his official capacity as Mayor of the City of Jackson vs The City Council of Jackson, Mississippi” in the Circuit Court of Hinds County First Judicial District Cause No. 22-194; and

WHEREAS, the governing authorities have determined that such representation by outside counsel shall be limited to the City of Jackson, and shall not include the representation of Mayor Chokwe A. Lumumba individually or in his official capacity; and

WHEREAS, the attorneys with _____ are highly experienced with the subject matter involved in this case and have agreed to perform services for the City at an hourly rate \$ _____ and \$ _____ per hour, based on the skill and experience of the assigned counsel for the charge tasked.

IT IS, THEREFORE, ORDERED that the firm of _____ is retained as the independent legal counsel of the City of Jackson at an hourly rate \$ _____ and \$ _____ per hour based upon the skill and experience of the assigned counsel for the charged task for the purpose of defending the City of Jackson in the lawsuit styled “Chokwe A. Lumumba, in his official capacity as Mayor of the City of Jackson vs The City Council of Jackson, Mississippi”.

Council Member Stokes moved adoption; Council Member Hartley seconded.

President Lindsay recognized Council Member Stokes who moved; seconded by Council Member Foote to amend said order to add Martin and Martin, PLLC and Mills, Scanlon, Dye and Pittman as Co-Counsel at an hourly rate of \$325.00 per hour for each law firm. The motion prevailed by the following vote:

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

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

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI TO RETAIN LEGAL COUNSEL.

WHEREAS, the City Council of Jackson, Mississippi was named as a defendant in the lawsuit styled “Chokwe A. Lumumba, in his official capacity as Mayor of the City of Jackson vs The City Council of Jackson, Mississippi”; and

WHEREAS, the City Council of Jackson, Mississippi has determined that a conflict does exist between the City Attorney’s Office and the City of Jackson; and

WHEREAS, the City Council of Jackson, Mississippi has determined that it is in the best interest of the City of Jackson to defend this lawsuit by retaining the independent legal counsel of Martin and Martin, PLLC and Mills, Scanlon, Dye and Pittman as Co-Counsel; and

WHEREAS, the attorneys with Martin and Martin, PLLC and Mills, Scanlon, Dye and Pittman as Co-Counsel will represent the governing authorities in all matters referencing the lawsuit styled “Chokwe A. Lumumba, in his official capacity as Mayor of the City of Jackson vs The City Council of Jackson, Mississippi” in the Circuit Court of Hinds County First Judicial District Cause No. 22-194; and

WHEREAS, the governing authorities have determined that such representation by outside counsel shall be limited to the City of Jackson, and shall not include the representation of Mayor Chokwe A. Lumumba individually or in his official capacity; and

WHEREAS, the attorneys with Martin and Martin, PLLC and Mills, Scanlon, Dye and Pittman as Co-Counsel are highly experienced with the subject matter involved in this case and have agreed to perform services for the City at an hourly rate of \$325.00 per hour equally, based on the skill and experience of the assigned counsels for the charge tasked.

WHEREAS, the City Council President has the authorization to execute a waiver letter with Mills, Scanlon, Dye and Pittman.

IT IS, THEREFORE, ORDERED that the firm of Martin and Martin, PLLC and Mills, Scanlon, Dye and Pittman as Co-Counsel is retained as the independent legal counsel of the City of Jackson at an hourly rate of \$325.00 per hour based upon the skill and experience of the assigned counsels for the charged task for the purpose of defending the City of Jackson in the lawsuit styled “Chokwe A. Lumumba, in his official capacity as Mayor of the City of Jackson vs The City Council of Jackson, Mississippi”.

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

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, APRIL 5, 2022 11:30 A.M.**

There were no reports/announcements provided during the meeting.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the next Regular Council Meeting at 10:00 a.m. on April 12, 2022. At 12:45 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
COUNCIL PRESIDENT

DATE

ATTEST:

CITY CLERK

ORDINANCE ACCEPTING THE JUNCTION SUBDIVISION AND AUTHORIZING THE MAYOR TO SIGN THE FINAL PLAT OF SAID SUBDIVISION

OFFICE OF THE CITY ATTORNEY
4/12/22

WHEREAS, the Preliminary Plat for the subdivision of The Junction was approved by the Site Plan Review Committee on December 17 2020; and

WHEREAS, the owners of The Junction shopping center between Target and Home Depot desire to divide the property into lots and common areas; and

WHEREAS, the Public Works Department recommends accepting The Junction subdivision as a subdivision in the City of Jackson.

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

SECTION 1. The Junction subdivision is hereby accepted.

SECTION 2. The Mayor is authorized to sign the final plat of The Junction subdivision.

SECTION 3. This Ordinance shall be effective thirty (30) days following its passage and upon its publication.

Introduction of Ordinance
Agenda Item No. 14
Agenda Date April 12, 2022
(King, Lumumba)

ITEM # _____
AGENDA DATE: _____
BY: KING, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

March 24, 2022
DATE


POINTS		COMMENTS																																													
1.	Brief Description/Purpose	Ordinance accepting The Junction subdivision and authorizing the Mayor to sign the final plat.																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5, 7																																													
3.	Who will be affected	Current and Future Property Owners within the Subdivision																																													
4.	Benefits	Platting of the part of the shopping center between Target and Home Depot excluding the Olive Garden and Red Lobster outparcels																																													
5.	Schedule (beginning date)	Upon approval																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	The Junction Shopping Center, I-55 at County Line Rd (Ward 2)																																													
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works, Engineering Division																																													
8.	COST	No Cost to the City																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
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**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Marlin King
Director 

Date: March 24, 2022

Subject: Agenda Item for City Council Meeting

Attached you will find an agenda item accepting The Junction subdivision and authorizing the Mayor to sign the final plat. The owner of The Junction desires to divide into lots and common areas the portions of the shopping center between Target and Home Depot excluding the Olive Garden and Red Lobster outparcels. It is the recommendation of this office that this item be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 27798
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1750

OFFICE OF THE CITY ATTORNEY

This **ORDINANCE ACCEPTING THE JUNCTION SUBDIVISION AND AUTHORIZING THE MAYOR TO SIGN THE FINAL PLAT OF SAID SUBDIVISION** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY

Terry Williamson, *Legal Counsel*

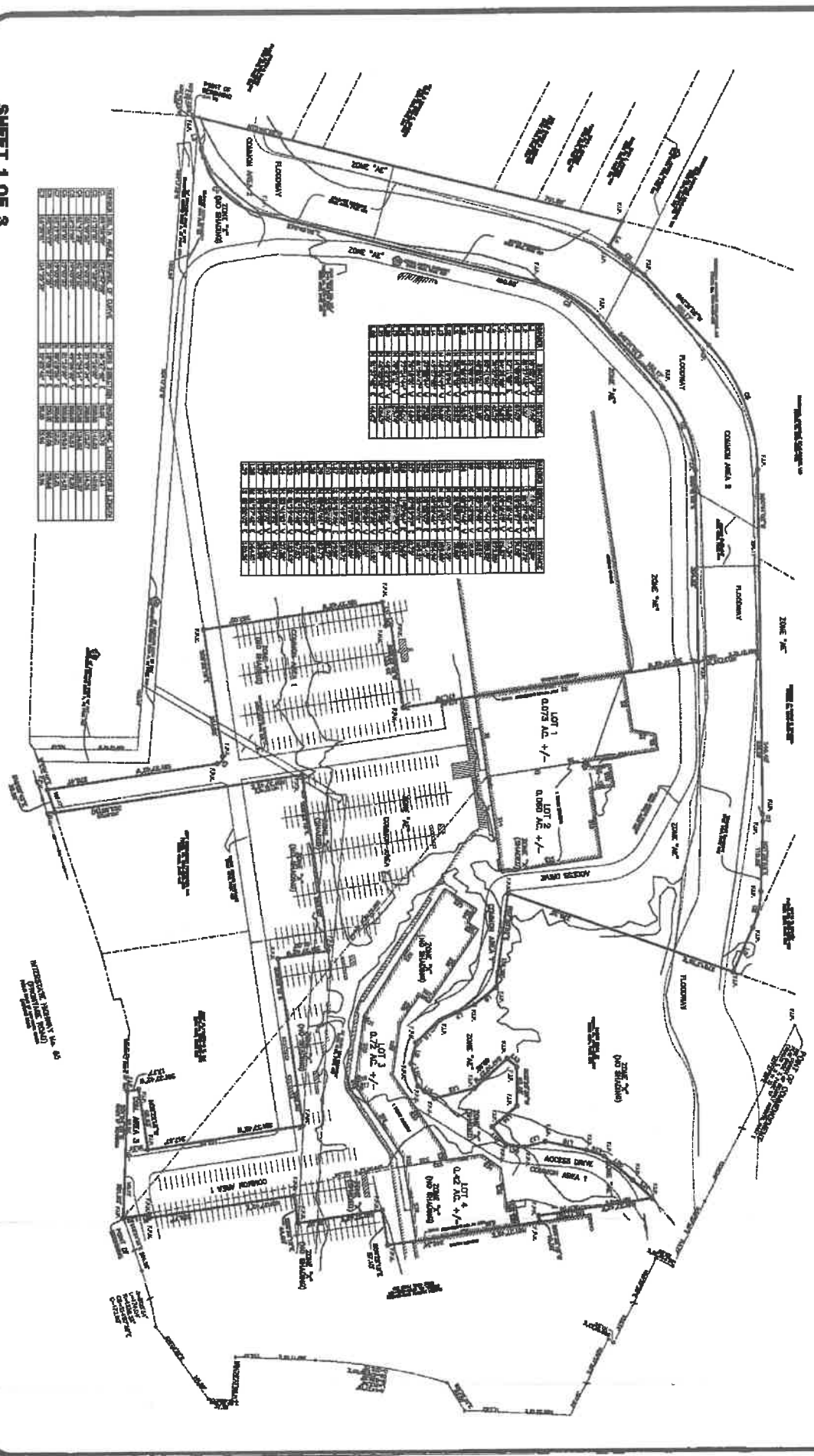
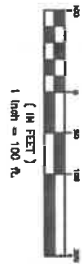
4/8/22
DATE

- NOTES:
1. PROPERTY LIES WITHIN THE LIMITS ESTABLISHED FOR ZONING ZONE "R-1C" ZONE "T" (RESIDENTIAL AND TWO STORY) ACCORDING TO THE CITY OF JACKSON ZONING ORDINANCE, CHAPTER 17-1-1-1-1.
 2. SURVEY CLASSIFICATION "S".
 3. SURVEY CLASSIFICATION "S".
 4. SURVEY CLASSIFICATION "S".
 5. SURVEY CLASSIFICATION "S".
 6. THE CITY OF JACKSON HAS REVIEWED THIS PLAN AND HAS GRANTED AN ACCESS DEED ON THE WEST SIDE OF THE PROPERTY.
 7. THE CITY OF JACKSON HAS REVIEWED THIS PLAN AND HAS GRANTED AN ACCESS DEED ON THE WEST SIDE OF THE PROPERTY.
- PLAT NUMBER: 2024-0001

THE JUNCTION

SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 6 NORTH, RANGE 1 EAST CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI

PLATTED & SURVEYED BY
H. D. LANG AND ASSOCIATES, INC.
 ENGINEERS / LAND SURVEYORS
 4009 NORTH STATE STREET
 JACKSON, MISSISSIPPI
 (601) 382-4086



NO.	DESCRIPTION	ACRES
1	LOT 1	0.25
2	LOT 2	0.25
3	LOT 3	0.25
4	LOT 4	0.25
5	LOT 5	0.25
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THE JUNCTION
SITUATED IN THE
**WEST HALF OF THE NORTHEAST QUARTER AND
THE EAST HALF OF THE NORTHWEST QUARTER OF
SECTION 1, TOWNSHIP 6 NORTH, RANGE 1 EAST
CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI**

CERTIFICATE OF OWNERSHIP AND DESIGNATION OF OWNER

STATE OF MISSISSIPPI
COUNTY OF HINDS

I, Joy D. Stein, a Partner of Cooksville TN Investment Partners, an Indiana Corporation, do hereby certify that the Corporation has properly subdivided the above described land into lots and the plat for same is hereby filed for record in my office as a Partner of said Corporation, and that Cooksville TN Investment Partners, has caused the same to be subdivided and platted as shown hereon and has designated the same as **THE JUNCTION**.

Witness my signature this the _____ day of _____
COCKVILLE TN INVESTMENT PARTNERS

By: Joy D. Stein, Partner

CITY APPROVAL AND ACCEPTANCE
STATE OF MISSISSIPPI
COUNTY OF HINDS
CITY OF JACKSON

Survey checked on this the _____ day of _____ 1988,
and approved by the City Engineer for the
City of Jackson on this the _____ day of _____

This subdivision is herein approved and accepted and all improvements contained
therein to be dedicated to the City of Jackson are hereby accepted for the City of
Jackson on this the _____ day of _____
City Engineer

City Clerk: Arthur Choibeth Lumbumba, Mayor

CERTIFICATE OF COMPARISON
STATE OF MISSISSIPPI
COUNTY OF HINDS

We, Alton Babin James, Clerney Court Clerk of said County and Donald L. Macdonald, Professional Surveyor, do hereby certify that we have compared the plat of **THE JUNCTION** with the original thereof, as made by said Donald L. Macdonald, Professional Surveyor, and find it to be a true and correct copy of said map or plat.

Given under my hand and seal of office on this the _____ day of _____

Donald L. Macdonald, P.S.

Eddie Jean Carr, Clerney Clerk

ACKNOWLEDGEMENT OF SIGNATURES
STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Joy D. Stein, a Partner of Cooksville TN Investment Partners, an Indiana Corporation, and Donald L. Macdonald, Professional Surveyor, who acknowledged to me that executed the same as Professional Land Surveyor for the purposes therein contained.

Witness my hand and seal of office on this the _____ day of _____

Notary Public: _____

By Commission Expires: _____

FILING AND RECORDATION
STATE OF MISSISSIPPI
COUNTY OF HINDS

I, Eddie Jean Carr, Clerk of the Clerney Court in and for said County and State, do hereby certify that the "first" plat of **THE JUNCTION**, was filed for record in my office on this the _____ day of _____ and was duly recorded in the Book _____ of Pages _____ of the records and maps and plats of land in the First Judicial District of Hinds County, Mississippi. Given under my hand and seal of office on this the _____ day of _____

Eddie Jean Carr, Clerney Clerk

RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF JACKSON, MISSISSIPPI TO REIMBURSE ITSELF FROM THE PROCEEDS OF THE MASTER LEASE PURCHASE AGREEMENT FOR THE PURCHASE OF TWELVE (12) VEHICLES FOR THE JACKSON POLICE DEPARTMENT.

OFFICE PUBLIC COUNSEL ATTORNEY
4/12/22
A.M.

WHEREAS, in connection with the purchase of twelve (12) vehicles for the Jackson Police Department, the City has advanced and will advance internal funds from fund number 0001; and

WHEREAS, the City intends to reimburse itself for all of such expenses from the proceeds of the Master Lease Purchase Agreement,

IT IS THEREFORE ORDERED:

Section 1. Declaration of official intent. The City of Jackson, Mississippi, hereby declares its official intent to reimburse itself from the proceeds of the Master Lease Purchase Agreement for the purchase of twelve (12) vehicles for the Jackson Police Department, prior to and subsequent to the date of this Resolution in accordance with Treasury Regulations 1.150-2. This Resolution is intended as a declaration of official intent under Treasury Regulation 1.150-2. The debt to be issued to finance the purchase of twelve (12) vehicles for the Jackson Police Department is expected not to exceed an aggregated principal amount of \$369,093.00.

Section 2. Incidental action. The Mayor is authorized to take such action as may be necessary to carry out the purpose of this Resolution, and is authorized to execute necessary and related documents required for the issuance of the debt.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 03/14/22

P O I N T S		C O M M E N T S								
1.	Brief Description/Purpose	Reimburse Master Lease								
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention								
3.	Who will be affected	Jackson Police Department and all citizens								
4.	Benefits	Enhanced services to citizens and spread out cost of equipment over its useful life								
5.	Schedule (beginning date)	Upon approval by City Council								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide								
7.	Action implemented by: ▪ City Department ▪ Consultant	Department of Administration								
8.	COST	\$369,093.00								
9.	Source of Funding ▪ General Fund ▪ Grant ▪ Bond ▪ Other	General Fund 00144240-6868								
10.	EBO participation	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>

Revised 02-04



MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Sharon Thames, Deputy Director
Department of Administration

DATE: March 14, 2022

RE: **FY 2022 Lease/Loan Transaction**

This agenda item authorizes the City to reimburse itself from the proceeds of a Master Lease Purchase Agreement. This resolution is required by Treasury Regulation 1.150-2.

The Jackson Police Department will purchase ten (10) Dodge Durango's, one (1) Dodge Ram and one (1) Ford Expedition. These vehicles will be used for the following purposes:

1. Patrol Operations
2. Animal Control

Should you have any questions, please let me know.

2021-2022 Equipment/Vehicle Purchases

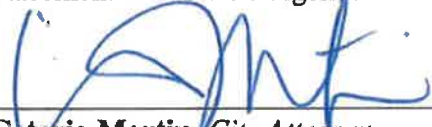
Vehicle/Equipment	Number	Department/Division	Cost	Vendor
Dodge Durango	10	Police Department	\$306,990.00	Mac Haik Chrysler
Dodge Ram 1500	1	Police Department	\$21,982.00	Pine Belt CDRJR, Inc.
Ford Expedition	1	Police Department	\$40,121.00	Courtesy Motors, Inc.
Total	12		\$369,093.00	

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF JACKSON, MISSISSIPPI TO REIMBURSE ITSELF FROM THE PROCEEDS OF THE MASTER LEASE PURCHASE AGREEMENT FOR THE PURCHASE OF TWELVE (12) VEHICLES FOR THE JACKSON POLICE DEPARTMENT is legally sufficient for placement in NOVUS Agenda.



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

Full
5/28/22

DATE 4/6/22

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
 Jackson, Mississippi

ORDER AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT OR PROCURE SERVICES FROM A1 TREE SERVICE, FOR THE REMOVAL OF TREE AND DEBRIS AT BATTLEFIELD PARK FOR THE SUM OF \$39,000.00.

WHEREAS, on March 30, 2022, severe weather and tornadic activity struck the City of Jackson and resulted in the uprooting of more than twenty (20) trees located at Battlefield Park; and

WHEREAS, the uprooted trees and debris at Battlefield Park present a dangerous condition and constitute an emergency as that term is defined by Section 31-7-1(f) of the Mississippi Code; and

WHEREAS, an emergency was declared by the Mayor pursuant to Section 31-7-13(k) of the Mississippi Code as amended based on the dangerous conditions; and

WHEREAS, the Department of Parks and Recreation does not have adequate personnel and equipment to remove the tree and debris present at Battlefield Park; and

WHEREAS, contractors from the private sector are necessary for the elimination of the dangerous conditions at Battlefield Park; and

WHEREAS, Battlefield Park is currently closed for use because of the dangerous conditions; and

WHEREAS, the delay incident to competitive advertisement of bids for removal of the tree and debris would be detrimental to governmental interests; and

WHEREAS, for the purpose of ensuring that the cost paid for the services would be reasonable, quotes from various contractors capable of removing the tree and debris were obtained as follows:

<i>Name of Vendor</i>	<i>Description of Service</i>	<i>Price</i>
A1 Tree Service	Storm cleanup,. Cut and remove all trees/debris from park property and in addition, cut and remove 27 dead and damaged trees. Stump removal of all trees	\$39,000.00
XQquisite Lawncare LLC	Landscaping and lawn service. Down trees (clear up and haul off all included. Remove 27 trees and grind stumps	\$40,000.00
Four Seasons Enterprises LLC	Remove and dispose 18 trees on the ground, cut and dispose approximately 32 standing trees	\$49,275.00
Harrell's Tree Service	Takedown and remove numerous trees marked with colored ribbon and grind stumps	\$43,000.00
Harrell's Tree Service	Cutup and remove numerous fallen trees and grind all uprooted stumps	\$18,000.00
One Way Logistics LLC	Removal of all fallen trees on property; cutting of all identified trees on property by orange ribbons, removal of all debris caused by storm damage, backfill and grade of stump removal with fill dirt	\$65,000.00

WHEREAS, the quotes have been evaluated, and it has been determined that the quote submitted by A1 Tree Service was the lowest and best quote received;

IT IS HEREBY ORDERED that a contract for the removal of tree and debris at Battlefield Park may be entered into.

IT IS HEREBY ORDERED that a sum not exceeding \$39,000.00, may be paid to A1 Tree Service for the services when complete and accepted.

(HARRIS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET April 6, 2022
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	Order authorizes procurement of services for removal of tree and debris at Battlefield Park.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Neighborhood Enhancement, Quality of Life
3.	Who will be affected	City of Jackson, citizens of Jackson, Battlefield Park patrons, contractor providing service
4.	Benefits	Removes dangerous conditions at park and expedites reopening of park for use
5.	Schedule (beginning date)	Upon council approval
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Battlefield Park – Highway 80
7.	<input type="checkbox"/> Action implemented by: <input type="checkbox"/> § City Department <input type="checkbox"/> § Consultant	Department of Parks and Recreation
8.	COST	Estimated between \$39,000-\$60,000
9.	<input type="checkbox"/> Source of Funding <input type="checkbox"/> § General Fund <input type="checkbox"/> § Grant <input type="checkbox"/> § Bond <input type="checkbox"/> § Other	General Fund
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A <u>X</u> AABE _____ % WAIVER yes ___ no ___ N/A <u>X</u> WBE _____ % WAIVER yes ___ no ___ N/A <u>X</u> HBE _____ % WAIVER yes ___ no ___ N/A <u>X</u> NABE _____ % WAIVER yes ___ no ___ N/A <u>X</u>

Revised 2-04

Office of the City Attorney

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
MAY 11 2022

OFFICE OF THE CITY ATTORNEY

This, **ORDER AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT OR PROCURE SERVICES FROM A1 TREE SERVICE FOR THE REMOVAL OF TREE AND DEBRIS AT BATTLEFIELD PARK FOR THE SUM OF \$39,000.00** has been reviewed by me and is legally sufficient for adoption by the governing authorities.



CATORI MARTIN

4/7/22

DATE



CARRIE JOHNSON
Deputy City Attorney

4/7/2022

DATE

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



"One City, One Aim, One Destiny"

Memo

TO: The Honorable Mayor Lumumba
FROM: Ison B. Harris, Jr., Director
Department of Parks and Recreation
DATE: April 6, 2022
RE: Procurement of tree and debris removal hauling at Battlefield Park

An emergency was declared pursuant to Section 31-7-1 of the Mississippi Code as amended because of the dangerous conditions presented by fallen tree and debris at Battlefield Park. The Department of Parks and Recreation lacks adequate equipment and personnel to remove the tree and debris; therefore, quotes were solicited from multiple vendors.

The attached agenda item recommends that a contract or services be procured from the vendor providing the lowest and best quote for removal of the tree and debris.

IBHjr/pb

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH MORRIS AND MCDANIELS INC. TO DEVELOP, ADMINISTER, AND MANAGE A COMPETITIVE TESTING AND ASSESSMENT PROCEDURE FOR THE RANKS OF FIRE LIEUTENANT DRIVER OPERATOR, FIRE CAPTAIN, AND DISTRICT FIRE CHIEF

OFFICE OF THE CITY ATTORNEY
MARTIN LUMUMBA

WHEREAS, the Jackson Fire Department ("JFD") has vacancies for the ranks of fire lieutenant driver operator, captain, and district chief; and

WHEREAS, the number of persons eligible for promotion exceed the number of vacancies for the ranks indicated; and

WHEREAS, federal law prohibits the City of Jackson from discriminating against individuals seeking promotion on the basis of race, sex, disability, creed, or national origin; and

WHEREAS, pursuant to statutory law governing the creation of civil service systems in certain municipalities, a Civil Service Commission was created; and

WHEREAS, the Civil Service Commission has adopted rules and regulations which govern the promotion of individuals when vacancies arise within the fire department; and

WHEREAS, the procedures for filling vacancies by promotion within the fire department are competitive and are required to be free from the presence, participation, or influence of any other person other than examiners or experts; and

WHEREAS, the City of Jackson ("City") advertised for proposals from consultants interested in developing, administering, and managing a testing and assessment process for promotion to the ranks of Fire Lieutenant Driver Operator, Fire Captain, and District Fire Chief; and

WHEREAS, *Morris & McDaniel Inc.*, was the only person or entity, which submitted a proposal in response to the City's solicitation; and

WHEREAS, *Morris & McDaniel Inc.*, is a for profit corporation incorporated in the State of Mississippi on June 28, 1976; and

WHEREAS, David M. Morris is the President of the corporation and Joseph F. Nassar is the Secretary of *Morris & McDaniel Inc.*, and

WHEREAS, *Morris & McDaniel Inc.* has a physical address of 741 North Congress Street, Jackson, Mississippi according to records appearing in the Mississippi Secretary of State's online database; and

WHEREAS, David M. Morris has a license to practice law in Mississippi and also a doctorate of philosophy in psychology with specialization in Industrial/Organizational Psychology; and

WHEREAS, David M. Morris has the experience, knowledge, and skill to develop, conduct, and manage competitive but non-discriminatory assessment centers for the promotion to the ranks of Fire Lieutenant Driver Operator, Fire Captain, and District Fire Chief; and

WHEREAS, *Morris & McDaniel Inc.*, will conduct the assessment center for the rank of **Lieutenant Driver Operator** for the total sum of **\$47,200.00** which does not include the actual cost of travel, mileage, lodging and per diem paid to assessors; and

Agenda Item No. 13
Agenda Date April 12, 2022
(Martin, Lumumba)

WHEREAS, the cost to be paid *Morris & McDaniel* for the **Lieutenant Driver Operator** assessment shall be paid in accordance with milestones completed as follows:

OFFICE OF THE CITY ATTORNEY
[Signature]

Milestone	Description	Amount
One	Project planning meetings, exam plan and announcement	\$2,200.00
Two	Conduction of job analysis	\$14,500.00
Three	Exam Development	\$10,000.00
Four	Exam administration	\$10,250.00
Five	Training and monitoring of assessors and other assessment activities	\$10,250.00

WHEREAS, *Morris & McDaniel Inc.*, will conduct the assessment center for the rank of Captain for the total sum of **\$49,500.00** which does not include the actual cost of travel, mileage, lodging and per diem paid to assessors; and

WHEREAS, the cost to be paid *Morris & McDaniel* for the **Captain** assessment center shall be paid in accordance with milestones completed as follows:

FIRE CAPTAIN

Milestone	Description	Amount
One	Project planning meetings, exam plan and announcement	\$2,000.00
Two	Conduction of job analysis	\$12,250.00
Three	Exam Development	\$12,250.00
Four	Exam administration	\$11,500.00
Five	Training and monitoring of assessors and other assessment activities	\$11,500.00

WHEREAS, *Morris & McDaniel Inc.*, will conduct the assessment center for the rank of **District Chief** for the sum of **\$52,000.00**; and

WHEREAS, *Morris & McDaniel Inc.*, the cost to be paid *Morris & McDaniel* for the **District Chief** assessment center shall be paid in accordance with milestones completed as follows:

Milestone	Description	Amount
One	Project planning meetings, exam plan and announcement	\$2,000.00
Two	Conduction of job analysis	\$12,250.00
Three	Exam Development	\$12,250.00
Four	Exam administration	\$13,250.00
Five	Training and monitoring of assessors and other assessment activities	\$12,250.00

WHEREAS, in addition to the cost for conducting the assessment centers for the ranks cited, the City will reimburse *Morris & McDaniel* the actual cost of travel, lodging, and accommodations paid for the assessors plus an administrative fee of 15% of the actual costs; and

WHEREAS, the monies paid or reimbursed assessors shall not exceed the current GSA rate or per diem and monies paid for mileage shall not exceed the Internal Revenue Service's standard mileage rate for the year in which the mileage expense is reimbursed; and

WHEREAS, *Morris & McDaniel* agrees to utilize hotels and facilities within the City when arranging accommodations unless there is absence of availability; and

WHEREAS, if there is absence of availability, *Morris and McDaniel* will utilize hotels and facilities within Hinds County, Mississippi; and

WHEREAS, *Morris & McDaniel* will indemnify, defend at City's option, and hold harmless, the City, its officials, employees, agents, and representatives from any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with its performance or failure to perform under the terms of the contract except those which arise from the sole negligence of the City; and

WHEREAS, *Morris & McDaniel* is an independent contractor and is not a joint venture, partner, or agent of the City of Jackson and has no power to bind or obligate the City; and

WHEREAS, the officers, employees, agents, or subcontractors of *Morris & McDaniel* are not considered officers, employees, or agents of the City; and

WHEREAS, *Morris & McDaniel* is prohibited from assigning its obligations without the prior written consent of the City; and

WHEREAS, the agreement may be terminated for convenience and without cause by the provision of one (1) month advance notice designating the date of termination; and

WHEREAS, if the City terminates for convenience, the City agrees to pay *Morris & McDaniel* on a quantum meruit basis for work performed in good faith as of the date of the notice of termination; and

WHEREAS, if the City terminates for cause, and a competent authority later determines that cause for termination did not exist, then the termination shall be construed as one for convenience; and

WHEREAS, *Morris & McDaniel* agrees that its methodologies, testing, assessments, services and systems shall be used, developed, implemented, and administered in compliance with the applicable requirements of: (a) Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e, et seq as amended; (b) the most current version of the Equal Employment Opportunity Commission's *Uniform Guidelines on Employee Selection Procedures*; (c) the most current version of the Society of Industrial and Organizational Psychologists' *Principles for the Validation and Use of Personnel Selection Procedures* (d) the most current version of the American Psychological Association's *Standards for Education and Psychological Testing*; (e) the City of Jackson's Civil Service Rules and (f) any other applicable laws, rules, regulations, or professional standards governing the Consultant's duties or responsibilities;

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute a contract with *Morris and McDaniel, Inc.*, to conduct promotional assessment centers for the ranks of Lieutenant Driver Operator, Captain, and District Chief.

IT IS HEREBY ORDERED that the cost paid to *Morris & McDaniel* for the conducting of the assessment center for Lieutenant Driver Operator shall not exceed the sum of \$47,200.00 and shall be paid in accordance with the sums noted for the milestones completed.

IT IS HEREBY ORDERED that the cost paid to *Morris & McDaniel* for the conducting of the assessment center for Captain shall not exceed the sum of \$49,500.00 and shall be paid in accordance with the sums noted for the milestones completed.

IT IS HEREBY ORDERED that the cost paid to *Morris & McDaniel* for the conduction of the assessment

center for District Chief shall not exceed the sum of \$52,000.00 and shall be paid in accordance with the sums noted for the milestones completed.

IT IS HEREBY ORDERED that upon presentation of receipts and proof, *Morris & McDaniel* may be reimbursed monies paid for the actual cost of travel, mileage, lodging, and per diem expense plus an administrative fee of 15% for assessors recruited to assist in the conducting of the promotional exercises.

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET March 16, 2022

DATE

POINTS		COMMENTS																									
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH MORRIS AND MCDANIELS INC. TO DEVELOP, ADMINISTER, AND MANAGE A TESTING AND ASSESSMENT PROCESS FOR THE RANKS OF FIRE LIEUTENANT/DRIVER OPERATOR, FIRE CAPTAIN, AND DISTRICT FIRE CHIEF.																									
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life																									
3.	Who will be affected	Jackson Fire Department and the citizens of Jackson.																									
4.	Benefits	Ensures that positions are adequately staffed for the delivery of fire protection services.																									
5.	Schedule (beginning date)	Upon approval by the council.																									
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Citywide																									
7.	Action implemented by: § City Department § Consultant	Jackson Fire Department Department of Human Resources																									
8.	COST	Lieutenant Driver Operator - \$47,200 excluding travel, lodging, and per diem and 15% admin fee for assessors; Captain - \$49,500 excluding travel, lodging, and per diem and 15% admin fee for assessors; District Fire Chief - \$52,000 excluding travel, lodging, and per diem and 15% admin fee for assessors																									
9.	Source of Funding § General Fund § Grant § Bond § Other	General Fund																									
10.	EBO participation	<table border="0"> <tr> <td>ABE _____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>AABE _____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>WBE _____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>HBE _____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>NABE _____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> </table>	ABE _____ %	WAIVER	yes	no	N/A	AABE _____ %	WAIVER	yes	no	N/A	WBE _____ %	WAIVER	yes	no	N/A	HBE _____ %	WAIVER	yes	no	N/A	NABE _____ %	WAIVER	yes	no	N/A
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: Toya Martin, Director
Personnel Management**

DATE: March 16, 2022

RE: ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH MORRIS AND MCDANIEL INC TO DEVELOP, ADMINISTER, AND MANAGE A TESTING AND ASSESSMENT PROCESS FOR THE RANKS OF FIRE LIEUTENANT/DRIVER OPERATOR, FIRE CAPTAIN, AND DISTRICT FIRE CHIEF.

Attached is a council order authorizing you to execute an Agreement between the City of Jackson and Morris and McDaniel Inc. for the development, administration, and management of testing and assessment processes for promotion to the ranks of Fire Lieutenant/Driver Operator, Fire Captain, and District Fire Chief. Currently the City has 50 Relief Driver Operators eligible to participate in a promotional process for the rank of Fire Lieutenant Driver Operator; 81 Fire Lieutenant Driver Operators eligible to participate in a promotional process for the rank of Fire Captain, and 71 Captains eligible to participate in a promotional process for the rank of District Fire Chief.

There were 2 notices given that the City of Jackson was receiving sealed proposals for the development, administration, and management of testing and assessment processes for promotion to the ranks of Fire Lieutenant/Driver Operator, Fire Captain, and District Fire Chief. The notices were advertised in the Mississippi Link and Central Bidding.

Morris and McDaniel Inc. has extensive experience in developing and conducting valid assessment centers and was the only consultant to submit proposals during the request for proposal process for the development and management of a testing and assessment exercise for promotion to the ranks of Fire Lieutenant Driver Operator, Fire Captain, and District Fire Chief. The cost for each assessment exercise exclusive of the actual cost of travel, lodging, and per diem is as follows: (1) Lieutenant Driver Operator - \$47,200.00 (2) Captain - \$49,500.00 and (3) District Chief - \$52,000.00.

In an effort to secure valid promotional processes, the Jackson Fire Department and the Department of Human Resources recommend that the proposals, from Morris and McDaniel Inc., to develop, administer, and manage a testing and assessment process for promotion to the ranks of Fire Lieutenant/Driver Operator, Fire Captain, and District Fire Chief be accepted.

/tm

**CONTRACT FOR CONSULTANT SERVICES
BETWEEN CITY JACKSON, MISSISSIPPI AND
MORRIS & McDANIEL INC.**

This Contract for Consultant Services (the "Contract") is made and entered into by and between the City of Jackson, a municipal corporation of the State of Mississippi, (the "City") and Morris & McDaniel, Inc., a Mississippi Corporation ("Consultant") and shall become effective upon lawful execution by all parties cited.

RECITALS

WHEREAS, the City desires to develop, validate, administer, and implement three testing and assessment processes for each of the following ranks within the Jackson Fire Department: (1) Lieutenant Driver Operator (2) Captain and (3) District Fire Chief which will be comprehensive, non-discriminatory, and job-related;

WHEREAS, the Consultant has agreed to provide consulting services necessary to assist the City in developing, validating, administering, and implementing the testing and assessment processes for the ranks cited;

WHEREAS, the parties desire to enter into a Contract which will define the responsibilities and duties of each concerning the development, validation, administering and implementation of the testing and assessment processes;

NOW, THEREFORE, in consideration of the Recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I
PROJECT AND SCOPE OF SERVICES**

1.01 **Project Description.** The Consultant will develop, validate, implement, and administer a testing and assessment process for the ranks of (1) Lieutenant Driver Operator (2) Fire Captain and (3) District Fire Chief within the City of Jackson Fire Department as described in more detail later in this contract.

1.02 **Compliance With Contract.** The methodologies, testing, assessments, services, and systems to be provided by the Consultant shall, unless otherwise indicated herein, be used, developed, validated, implemented, and administered pursuant to the scope, terms, warranties, representations, and covenants set forth in this Contract.

1.03 **Compliance With Laws And Professional Standards.** The methodologies, testing, assessments, services, and systems to be provided by the Consultant shall also be used, developed, implemented, and administered in compliance with the applicable requirements of: (a) Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et seq as amended; (b) the most current version of the Equal Employment Opportunity Commission's Uniform Guidelines on Employee Selection Procedures; (c) the most current version of the Society of Industrial and Organizational Psychologists' Principles for the Validation and Use of Personnel Selection

Procedures: (d) the most current version of the American Psychological Association's Standards for Education and Psychological Testing, (e) the City of Jackson's Civil Service Rules and (f) any other applicable laws, rules, regulations, or professional standards governing the Consultant's duties or responsibilities under this Agreement. In the event of a conflict between any legal requirements and non-legal professional requirements, the legal requirements shall control. If there is conflict regarding the professional standards set forth above, then the personnel assigned by the Consultant to carry out this contract shall use their best professional judgment and use the standard that most accurately reflects the current state of non-discriminatory testing requirements.

1.04 Scope of Services. In addition to any other duties set forth in this Contract, the Consultant shall provide those services as described in the Scope of Services attached hereto as Exhibits A - C.

- **Exhibit A – Fire Lieutenant Driver Operator**
- **Exhibit B – Captain**
- **Exhibit C – District Chief**

**ARTICLE I
TERMS OF AGREEMENT GENERALLY**

2.01 Compensation. In consideration of the Consultant's performance of the duties and responsibilities set forth herein, the City agrees to pay the Consultant the following sums exclusive of monies to be paid in administrative expenses and for the actual travel and expenses of persons recruited to serve as assessors:

FIRE LIEUTENANT DRIVER OPERATOR TESTING AND ASSESSMENT

Milestone	Description	Amount
One	Project planning meetings, exam plan and announcement	\$2,200.00
Two	Conduction of job analysis	\$14,500.00
Three	Exam Development	\$10,000.00
Four	Exam administration	\$10,250.00
Five	Training and monitoring of assessors and other assessment activities	\$10,250.00

FIRE CAPTAIN

Milestone	Description	Amount
One	Project planning meetings, exam plan and announcement	\$2,000.00
Two	Conduction of job analysis	\$12,250.00
Three	Exam Development	\$12,250.00
Four	Exam administration	\$11,500.00
Five	Training and monitoring of assessors and other assessment activities	\$11,500.00

FIRE DISTRICT CHIEF

Milestone	Description	Amount
One	Project planning meetings, exam plan and announcement	\$2,000.00
Two	Conduction of job analysis	\$12,250.00
Three	Exam Development	\$12,250.00
Four	Exam administration	\$13,250.00
Five	Training and monitoring of assessors and other assessment activities	\$12,250.00

2.02. Travel, lodging, mileage, per diem and administrative service fees. The Consultant will coordinate and book travel, lodging, and accommodations for individuals serving as assessors and pay for same in advance. The City will reimburse the Consultant for the actual cost of travel, lodging, and accommodations paid on behalf of assessors. Because the arranging of travel, lodging, and accommodations for the assessors will require the use of the assessor's staff and because the Consultant will be advancing payment for the expenses to the City, the City agrees to pay the Consultant an administrative fee of 15% of the actual costs of travel, lodging and accommodations paid for the assessors.

Consultant agrees that monies paid or reimbursed assessors shall not exceed the current GSA rate or per diem, and monies reimbursed or paid assessors for mileage shall not exceed the Internal Revenue Service's standard mileage rate for the year in which the mileage expense is reimbursed.

Consultant agrees to utilize hotels and facilities within the City when arranging accommodations unless there is absence of availability. If there is absence of availability, then Consultant agrees to utilize hotels and facilities within Hinds County, Mississippi. Consultant will furnish the City proof of the absence of availability for hotels and facilities in the City as a condition of receiving reimbursement and administrative fees.

Consultant shall furnish to the City proof of the actual cost of travel, lodging, and accommodations as a condition of receiving reimbursement and administrative fees.

2.03 Payment. The Consultant shall submit invoices to the City upon the attainment of each milestone, and the City shall be afforded a period of forty-five days to pay same unless there is a bona fide dispute concerning the invoice and the receipt of the milestone deliverable. If there is bona fide dispute, the dispute shall be settled within thirty (30) days. All provisions of the Mississippi Code governing the timely payment for purchases by public bodies are applicable to the contract.

2.04 Nondiscrimination. The Consultant and the City shall not discriminate against any worker, employee, or applicant, or any member of the public because of race, creed, color, religion, sex, age, or national origin, or otherwise commit a discriminatory employment practice. The Consultant and the City will take action to ensure that applicants are employed and that employees are dealt with during their employment without regard to their race, creed, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The Consultant and the City further agree that this

clause will be incorporated in all contracts entered into with subcontractors who may perform any services in connection with this Contract.

2.05 **Term of Agreement.** The term of this Contract shall begin upon the execution date referenced above and shall terminate upon complete performance of all terms and conditions by the parties with the exception of the performance required in Section 3.01, which shall remain in effect until a period of thirty-six months following the completion of the assessment center, reporting of results, and other activities associated with the development and implementation of each assessment and testing center.

ARTICLE III INDEMNIFICATION, INSURANCE, BONDING, AND PAYMENT OF OBLIGATIONS

3.01 **Hold Harmless.** With respect to all acts and omissions which do not directly arise out of the performance of professional services, including but not limited to those acts, errors or omissions normally covered by general and automobile liability insurance, the Consultant agrees to indemnify, defend (at City's option), and hold harmless the City, its officials, employees, agents and representatives, from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with Consultant's (or Consultant's subcontractors, if any) performance or failure to perform under the terms of this Contract; excepting those which arise from the sole negligence of the City.

3.03 **Insurance Requirements.**

(a) Before commencing any work, the Consultant shall furnish the City with Certificates of Insurance attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in force and effect. The theme/title of the project shall also be specified on the Certificate of Insurance.

(b) The Consultant, upon execution of this Agreement, shall provide, at its own cost and expense, the following insurances to the City with companies acceptable to the City, which insurance shall be evidenced by certificates and/or policies as determined by the City.

(i) **Workers Compensation Insurance:** The Contractor shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Mississippi and shall require all subcontractors to do likewise.

(ii) **Commercial General Liability Insurance:** Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability coverage.

Commercial General Liability Insurance; MINIMUM LIMITS of:

\$2,000,000	General Aggregate per Project
\$2,000,000	Products-Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence
\$ 10,000	Medical Expense any One Person

(iii) **Property Insurance:** Contractor shall be responsible for

maintaining any and all property insurance on their own equipment.

(iv) **Errors and Omissions:** Errors and omissions coverage in an amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) for each wrongful act/aggregate and the Consultant shall maintain such coverage for at least three (3) years from the termination date of this Contract.

(c) If any of the Insurance Requirements are not complied with at their renewal dates, payment to the Contractor may be withheld until those requirements have been met, or at the option of the City, the City may pay the renewal premiums and withhold such payments from any monies due the contractor.

(d) Additional coverage and limits may be required based upon the particular services contracted. If such additional coverage is required for a specific contract, those requirements will be described in the "Special Conditions" of the contract specifications.

(e) The Consultant is required to provide copies of the insurance policies upon request. Copies of all required endorsements and Certificate of Insurance shall also be mailed to the City at such address as City shall designate.

ARTICLE IV INTEREST OF PARTIES

4.01 **Independent Contractor Status.** The Consultant is an independent contractor in the performance of all activities and functions pursuant to this operating agreement. The Consultant and City are not and shall not be considered as joint ventures, partners or agents of each other, and neither shall have the power to bind or obligate the other. The Consultant's officers, employees, agents, and subcontractors shall not be considered as officers, employees, or agents of City. City and the Consultant hereby /agree not to represent to anyone that they are agents of oneanother or have any authority to act on behalf of one another, except as specifically provided otherwise.

4.02 **Voluntary Assignment of Interest.** The Consultant shall not assign this agreement without the prior written consent of City; and, any such assignment, without such consent, shall be void and, at the option of City, shall terminate this agreement.

4.03 **Voluntary Assignment of Interest.** This agreement or any rights hereunder shall not be subject to involuntary assignment, transfer or sale by operation of law in any manner whatsoever, and any such attempted involuntary assignment, transfer or sale shall be void and of no effect. Notwithstanding the foregoing, the Consultant agrees that:

(a) In the event that any proceeding under the Bankruptcy Act, or any amendment thereto, is commenced against Consultant, and the proceedings are not dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement or plan or reorganization; or

(b) In the event Consultant is (i) adjudged insolvent, (ii) makes an assignment or execution is levied against any real or personal property owned or leased by Consultant that is not released or satisfied within fifteen (15) days thereafter, or (iii) if a receiver is appointed in any proceeding or action to which Consultant is a party with authority to take possession or control of the premises or the business conducted thereon by Consultant and such receiver is not discharged within a period of fifteen (15) days after his appointment, any such event or any involuntary assignment shall constitute a breach of this agreement by

Consultant and, at the option of City and without notice or entry or other action of City, shall terminate this agreement and also all rights of Consultant under this agreement and any and all persons claiming under Consultant, in and to this agreement.

ARTICLE V TERMINATION AND DEFAULT

5.01 **Termination for Cause.** The breach of any provision of this agreement or the failure to perform any obligations or duties or to accept liability established by any act or omission from whatsoever cause by either party hereto shall be a default. The non-defaulting party shall give written notice of intent to terminate this agreement by registered or certified mail to the defaulting party stating the specific default of or breach committed. The non-defaulting party shall have the option to terminate the agreement after expiration of the time periods as follows:

(a) If the default can be cured by payment or posting of money, bond or other security for money due, the payment of a final assessment, or other obligation, the defaulting party shall have fourteen (14) days after receipt of the notice to terminate in order to pay over such money, or, if the payment be contested, to deposit such amount with an independent escrow holder or a court of competent jurisdiction pending final determination of liability. Said deposit shall be in the form of cash unless the non-defaulting party approves some other form of security.

(b) If the default cannot be cured by payment or deposit of money or security as provided in subparagraph (a) above, the defaulting party shall have twenty-one (21) days after receipt of written notice to terminate in which to cure the defect.

(c) If the default is one that, by its nature, cannot be reasonably cured within twenty-one (21) days, then the defaulting party shall have a reasonable time in which to cure the default. Such time period shall not be greater than times required by statutes, laws, ordinances, rules and regulations, or order of the City of Jackson or State of Mississippi and shall be based upon a written schedule of performance and supporting documentation indicating the shortest period in which such default can be cured by the defaulting party.

(d) If the default is one that, by its nature, cannot be cured, the non-defaulting party may terminate this agreement on ten (10) days prior written notice.

5.02 **Termination for Convenience.** Either party may terminate this Contract for convenience and without cause at any time by giving the other party at least one (1) month prior written notice designating the termination date. In the event the City exercises this option, the City shall pay Consultant on a *quantum meruit* basis for work performed in good faith as of the date of the notice. In the event that a purported termination for cause by City under Section 5.01 is determined by a competent authority not to be properly a termination for cause, then such termination by City shall be deemed to be a termination for convenience under this Subsection.

5.03 **Performance.** In addition to any default arising under the provisions of Paragraph 5.01, the Consultant hereby acknowledges that the Consultant's failure to perform any of the following duties and obligations to the reasonable satisfaction of the City shall constitute a default permitting the City to initiate termination proceedings pursuant to paragraph 5.01.

- (a) Maintenance of a uniform system of accurate books, records and accounts.
- (b) Preparation and timely submission of the required reports to City.

(c) Meet minimum activity levels with contract activity to begin upon fully signed contract and proceed with due diligence to meet a mutually agreed completion date.

5.04 **City's Right to Perform the Consultant's Obligations.** After the expiration of the applicable period of time for making any payment or for performing or complying with any obligation and duty provided under this Contract, or after the expiration of the applicable time to cure any default pertaining thereto, City, at its election and with no notice, may make any such payment or perform or comply with any such obligation and duty on behalf of the Consultant. The amount of any such payment and the cost of any such performance or compliance shall be due and payable by the Consultant on the first day of the first month following the date which such amount was paid or such cost was incurred. City shall give prompt written notice to the Consultant of the payment of such amount, and interest shall accrue from the date of such notice.

5.05 **Change of Ownership of Consultant.** This agreement is in no way transferable or assignable by Consultant. Should the ownership of the Consultant change through sale, buyout, merger, acquisition, or any other manner affecting the Consultant name(s) as included in this agreement, this agreement shall be null and void.

5.06 **Waiver.** No waiver by either party at any time of any of the terms, conditions, covenants or agreements of this agreement shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained nor of the strict and prompt performance thereof by the party obligated to perform. No delay, failure or omission of either party to exercise any right, power, privilege or option arising from any default, nor subsequent acceptance of compensation then or thereafter accrued shall impair any such right, power, privilege or option or be construed to be a waiver of any such default or relinquishment there of or acquiescence therein. No option, right, power, remedy or privilege of either party hereto shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options or remedies given to the parties hereto by this agreement are cumulative, and no one of them shall be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one right, power, option or remedy by a party shall not impair its rights to any other right, power, option or remedy. No waiver of the provisions of this agreement shall be valid unless in writing signed by the party against whom such waiver is sought to be enforced.

5.07 **Breach of Contract.** Failure of any party to perform the obligations required by this Contract or incorporated herein by reference shall constitute a material breach of this agreement and the other party shall be entitled to pursue any and all remedies available at law or equity in addition to other rights and remedies specifically provided herein.

5.08 **Copyrighted Materials.** The parties represent and warrant that all test materials are proprietary to the Consultant. The Consultant agrees that he will not disclose any information pertinent to this Contract without prior approval of the City, unless required to by law.

ARTICLE VI MISCELLANEOUS PROVISIONS

6.01 **Time of Essence.** Time is of the essence in the performance of this agreement; therefore, the Consultant shall proceed expeditiously in order to fulfill all contractual obligations.

6.02 **Time for Performance.** The Consultant agrees to work with the City by accomplishing the tasks and meeting agreed upon deadlines in order to fulfill all contractual obligations.

6.03 **Quality of Services.** The Consultant agrees to perform the services specified herein in a good and professional manner and according to industry standards.

6.04 **Counterparts.** This agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same agreement.

6.05 **Additional Instruments and Actions.** Each party shall deliver such further instruments and take such further actions as may be reasonably requested by the other in order to carry out the provisions and purposes of this agreement.

6.06 **Headings.** Headings and captions in this agreement are solely for the convenience of reference and shall not affect the interpretation of this agreement.

6.07 **Severability.** In the event that any provision of this Contract is rendered invalid or unenforceable, such provision shall be severed from this Contract and the remaining provisions shall continue in full force and effect, provided however, that if the effect of the severance of such unenforceable provision is to substantially deprive either party of the benefits of this Contract, this agreement may be terminated by the other party so deprived immediately upon written notice to the other party.

6.08 **Notices.** Any notice required or permitted hereunder shall be in writing and shall be sent by United States Certified Mail, postage prepaid, return receipt requested, to the appropriate party at the address listed below, or at such other addresses as may be provided by notice given under this section. Such notice should retain a postmarked receipt/or certified mail as evidence of the mailing date.

CITY:
City of Jackson

P. O. Box 17
Jackson, MS 39205-0017

Attn: Chokwe Antar Lumumba, Mayor

CONSULTANT:
Morris & McDaniel, Inc.
Management Consultants
741 N. Congress Street
Jackson, MS 39202
Attn: Dr. David M. Morris

6.09 Governin^g Law. This Agreement shall be governed, construed, and enforced according to the laws of the State of Mississippi. All action, whether sounding in contract or in tort relating to the validity, interpretation and enforcement of this Agreement shall be instituted in the courts of the State of Mississippi, located in Hinds County, and in no other.

6.10 Project Delays. Delays may occur on the part of the City due to unforeseen circumstances (i.e., litigation, court injunctions, etc.). If such delays occur and require additional work to be performed by the Consultant, the City shall be charged at a rate agreed to by both parties and shall be evidenced by a written amendment to the Contract signed by both parties.

6.11 Duplication of Test Materials. The Consultant will be responsible for the duplicating of all exercises, tests, and materials used (by candidates) during the test, candidate orientation packets, and other similar test-related items. The cost of this duplication is included in the total contract price.

INTENDING TO BE LEGALLY BOUND, the individuals signing below represent that they are authorized to execute the agreement on behalf of the parties and agree that the contract shall become effective upon execution by the Mayor of the City of Jackson.

City of Jackson

Morris & McDaniel, Inc.

By: Chokwe Antar Lumumba, Mayor

By: David M. Morris, President

Date signed by Mayor:

Mayor's signature attested by:

Municipal Clerk

EXHIBIT A TO CONTRACT

SCOPE OF WORK FOR THE JACKSON FIRE DEPARTMENT

FIRE LIEUTENANT/ DRIVER OPERATOR PROMOTIONAL PROCESS

1. Project Planning Discussions

Following the award of the project, the project team of Morris & McDaniel, Inc., will discuss the project proposal with appropriate decision-makers for the City. The purpose of these discussions will be to:

- a. identify all staff who will be involved in or affected by the project, and plan to include those individuals in the information gathering and information flow process;
- b. confer with appropriate authorities regarding the proposed methodology; and

Based on these preliminary discussions, our project team will refine a comprehensive work plan describing all tasks and subtasks for the project to ensure the timely completion of all project phases and anticipate potential problems.

2. Conduct Job Analysis/Currency Analysis, as Appropriate

After reviewing existing job analyses, a job analysis, as appropriate, will be recommended.

3. Recommend Promotional Process for the Targeted Rank

Upon completion of the currency/job analysis our firm will conduct discussions with the appropriate decision-makers regarding the appropriate promotional process and exercises we would recommend for the rank of Fire Lieutenant / Driver Operator.

4. Develop, Draft, and Submit the Examination Plan to Appropriate Decision-Makers for Approval

The data collected to this point will drive this decision. We will work with the appropriate decision-makers and recommend weights for the examination components for the Fire Lieutenant/ Driver Operator rank.

5. Reading List

Manis & McDaniel will work with decision-makers to identify external sources for consideration of testing and regarding identification of internal source material (SOP, rules and regulation, etc.).

6. Provide Written Multiple-Choice Test and Assessment Center Exercises

We will develop and administer appropriate testing and assessment instruments and undertake the administration of both components of the process.

7. Assessor Recruitment and Training

A diverse group of assessors balanced as to ethnic and gender diversity will be recruited by Morris & McDaniel and trained using a structured training program. The assessors will be trained immediately prior to the assessment activities.

8. Candidate Feedback

It has been Morris & McDaniel, Inc.'s experience that acceptance of the promotional process is enhanced by providing candidates with feedback on their performance in the assessment programs. If the optional Assessment Center component is chosen, we can work with County/Center on delivering feedback options.

9. Presentation of Rank-Ordered List of Candidates

We will present to the County/Center, a rank-ordered list of candidates based on their performance in the assessment process.

EXHIBIT B TO CONTRACT

SCOPE OF WORK FOR THE JACKSON FIRE DEPARTMENT

FIRE CAPTAIN PROMOTIONAL PROCESS

1. Project Planning Discussions

Following the award of the project, the project team of Morris & McDaniel, Inc., will discuss the project proposal with appropriate decision-makers for the City. The purpose of these discussions will be to:

- a. identify all staff who will be involved in or affected by the project, and plan to include those individuals in the information gathering and information flow process;
- b. confer with appropriate authorities regarding the proposed methodology; and

Based on these preliminary discussions, our project team will refine a comprehensive work plan describing all tasks and subtasks for the project to ensure the timely completion of all project phases and anticipate potential problems.

2. Conduct Job Analysis/Currency Analysis, as Appropriate

After reviewing existing job analyses, a job analysis, as appropriate, will be recommended.

3. Recommend Promotional Process for the Targeted Rank

Upon completion of the currency/job analysis our firm will conduct discussions with the appropriate decision-makers regarding the appropriate promotional process and exercises we would recommend for the rank of Fire Captain.

4. Develop, Draft, and Submit the Examination Plan to Appropriate Decision-Makers for Approval

The data collected to this point will drive this decision. We will work with the appropriate decision-makers and recommend weights for the examination components for the Fire Captain rank.

5. Reading List

Morris & McDaniel will work with decision-makers to identify external sources for consideration of testing and regarding identification of internal source material (SOP, rules and regulation, etc.).

6. Provide Written Multiple-Choice Test and Assessment Center Exercises

We will develop and administer appropriate testing and assessment instruments and undertake the administration of both components of the process.

7. Assessor Recruitment and Training

A diverse group of assessors balanced as to ethnic and gender diversity will be recruited by Morris & McDaniel and trained using a structured training program. The assessors will be trained immediately prior to the assessment activities.

8. Candidate Feedback

It has been Morris & McDaniel, Inc.'s experience that acceptance of the promotional process is enhanced by providing candidates with feedback on their performance in the assessment programs. If the optional Assessment Center component is chosen, we can work with County/Center on delivering feedback options.

9. Presentation of Rank-Ordered List of Candidates

We will present to the County/Center, a rank-ordered list of candidates based on their performance in the assessment process.

EXHIBIT C TO CONTRACT

SCOPE OF WORK FOR THE JACKSON FIRE DEPARTMENT

DISTRICT FIRE CHIEF PROMOTIONAL PROCESS

1. **Project Planning Discussions**

Following the award of the project, the project team of Morris & McDaniel, Inc., will discuss the project proposal with appropriate decision-makers for the City. The purpose of these discussions will be to:

 - a. identify all staff who will be involved in or affected by the project, and plan to include those individuals in the information gathering and information flow process;
 - b. confer with appropriate authorities regarding the proposed methodology; and

Based on these preliminary discussions, our project team will refine a comprehensive work plan describing all tasks and subtasks for the project to ensure the timely completion of all project phases and anticipate potential problems.

2. **Conduct Job Analysis/Currency Analysis, as Appropriate**

After reviewing existing job analyses, a job analysis, as appropriate, will be recommended.
3. **Recommend Promotional Process for the Targeted Rank**

Upon completion of the currency/job analysis our firm will conduct discussions with the appropriate decision-makers regarding the appropriate promotional process and exercises we would recommend for the rank of District Fire Chief.
4. **Develop, Draft, and Submit the Examination Plan to Appropriate Decision-Makers for Approval**

The data collected to this point will drive this decision. We will work with the appropriate decision-makers and recommend weights for the examination components for the District Fire Chief rank.
5. **Reading List**

Morris & McDaniel will work with decision-makers to identify external sources for consideration of testing and regarding identification of internal source material (SOP, rules and regulation, etc.).
6. **Provide Written Multiple-Choice Test and Assessment Center Exercises**

We will develop and administer appropriate testing and assessment instruments and undertake the administration of both components of the process.
7. **Assessor Recruitment and Training**

ORDER AUTHORIZING THE MAYOR TO ENTER INTO A THIRTY-SIX (36) MONTH AGREEMENT WITH TWO OPTIONAL ONE-YEAR RENEWALS WITH REMIX SOFTWARE, INC. FOR THE PROCUREMENT OF TRANSPORTATION PLANNING SOFTWARE IN ACCORDANCE WITH FEDERAL TRANSIT ADMINISTRATION (FTA) CIRCULAR 4220.1F

OFFICE OF THE CITY ATTORNEY
JF
3/28/2022

WHEREAS, on March 5, 2019, Minute Book 60, Pages 403-404, the governing authorities authorized the Mayor to execute the agreement with Remix Software, Inc. to provide transportation planning software for the public transportation system; and

WHEREAS, the City of Jackson, Mississippi, desires to enter into a 36-month agreement for transportation planning software with two optional one-year renewals; and

WHEREAS, the City of Jackson is subject to regulations promulgated by the Federal Transit Administration because it receives federal monies and assistance in its provision of public transportation services; and

WHEREAS, FTA C Circular 4220.1 F provides contracting guidance for recipients of the Federal Transit Administration when using federal assistance to finance its procurements; and

WHEREAS, sole sources are identified as a procurement source in Chapter V Section 7(a)(1)(c) of FTA C Circular 4220.1 F; and

WHEREAS, Chapter VI Section 3(i)(3)(b) of the referenced circular requires a recipient to complete a written sole source justification in conjunction with each sole source procurement; and

WHEREAS, the staff within the Transit Services division completed a written sole source justification with the procurement action and has documented its file with the report; and

WHEREAS, the Transit Services division believes and recommends that the best interest of the City of Jackson would be served by renewing the contract for transportation planning software from Remix Software, Inc; and

WHEREAS, the total cost of the procurement is fifty-three thousand dollars (\$53,000.00) with an annual breakdown of FY1 sixteen thousand dollars (\$16,000.00), FY2 seventeen thousand five hundred dollars (\$17,500.00), FY3 nineteen thousand five hundred dollars (\$19,500.00); and

WHEREAS, monies received from the Federal Transit Administration in the amount of forty-two thousand four hundred dollars (\$42,400.00) will be used to fund the procurement described; and

WHEREAS, the sum of ten thousand six hundred dollars (\$10,600.00) is not covered by federal funding and must be matched from local sources; and

Agenda Item No. 13
Agenda Date April 12, 2022
(Hillman, Lumumba)

WHEREAS, the local match is included in the division's budgets for the FY2022, FY2023 and FY2024; and

IT IS HEREBY ORDERED that the sole source procurement of Transportation Planning Software may be purchased from Remix Software, Inc in accordance with the referenced FTAC C Circular 4220.1 F; and

IT IS, THEREFORE ORDERED that the Mayor is authorized to enter into an Agreement with Remix Software, Inc for the provision of transportation planning software of the public transportation system (JTRAN) for a three (3) year period commencing April 1, 2022 through March 31, 2025 with two, one-year optional renewals to be exercised upon approval of the City Council.

IT IS FUTHER ORDERED that for the procurement of transportation planning software, a sum not to exceed fifty-three thousand dollars (\$53,000.00) may be expended for the procurement with an annual breakdown of FY1 sixteen thousand dollars (\$16,000.00), FY2 seventeen thousand five hundred dollars (\$17,500.00), FY3 nineteen thousand five hundred dollars (\$19,500.00), with forty-two thousand four hundred dollars (\$42,400.00) from Federal Transit Administration and ten thousand six hundred dollars (10,600.00) from a local match source included in the divisions budget for FY2022, FY2023, and FY2024.

IT IS FINALLY ORDERED that the Mayor shall be authorized to execute purchase orders, contracts, and other documents not contrary to the provisions of this order which may be required and necessary for facilitating the procurement and the receipt and delivery of the goods or services stated.

Item# _____
Agenda Date: March 22, 2022
By: (Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE 3/22/2022

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO ENTER INTO A THIRTY-SIX (36) MONTH AGREEMENT WITH TWO OPTIONAL ONE-YEAR OPTIONAL RENEWALS WITH REMIX SOFTWARE, INC. FOR THE RENEWAL OF TRANSPORTATION PLANNING SOFTWARE IN ACCORDANCE WITH FEDERAL TRANSIT ADMINISTRATION (FTA) CIRCULAR 4220.1F
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation.
3.	Who will be affected	Residents and visitors of JAMF
4.	Benefits	Residents and visitors of JAMF
5.	Schedule (beginning date)	
6.	Location:	Department of Planning & Development/Office of Transportation/All wards
7.	Action implemented by: City Department	Department of Planning & Development Office of Transportation
8.	COST	\$53,000.00 Year 1 (FY2022): \$16,000.00 Year 2 (FY2023): \$17,500.00 Year 3 (FY2024): \$19,500.00
9.	Source of Funding General Fund x Grant x Bond Other	187.565.20.6231: \$53,000.00 Grant#: \$42,400.00 General Fund: \$10,600.00
10.	EBO participation	ABE ___% WAIVER yes ___ no ___ N/A ___X___ AABE ___% WAIVER yes ___ no ___ N/A ___X___ WBE ___% WAIVER yes ___ no ___ N/A ___X___ HBE ___% WAIVER yes ___ no ___ N/A ___X___ NABE ___% WAIVER yes ___ no ___ N/A ___X___

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Jordan Hillman, Director
Department of Planning & Development

FROM: Christine Welch, Deputy Director
Office of Transportation

DATE: March 11, 2022

RE: Agenda Item for March 29, 2022 City Council Meeting

The attached agenda item authorizes the Mayor to enter into an Agreement with ReMix Software, Inc for transportation planning software for the public transportation system, JATLAN, for a thirty-six-month period for an amount not to exceed fifty-three thousand (\$53,000.00) with two optional one-year renewals.

Remix is the only cloud-based software platform that provides all of the components, which are essential to City of Jackson - JTRAN's current planning and decision-making in addition to its upcoming implementation of the Transit System set to kick off in the fall of 2022. The software serves as the primary tool for the City of Jackson staff to work with the consultant team to evaluate the existing bus system, design and analyze alternative network concepts, and share those ideas with partners and the public. Without Remix, the new bus system would have taken significantly more time and cost the City more money.

It is in the City of Jackson's best interest to continue taking advantage of this opportunities to increase staff efficiency and keep up-to-date with emerging technology. Transit staff has access to all platforms within the Remix environment, which provide staff with route planning, geospatial analysis, street design, and stakeholder engagement capabilities. The Remix software is streamlining the City of Jackson's service planning process by providing the City of Jackson staff with the unprecedented ability to complete core functions of the service planning workflow with one single tool. Remix software is benefiting the City of Jackson's staff with time savings and increased efficiency, freeing up time that would traditionally be spent on outdated manual processes. This allows staff to develop more detailed and accurate service planning analyses.

If you have any questions, please call Christine Welch, Deputy Director, Department of Planning and Development/Office of Transportation at (601) 960-1909 or e-mail cwelch@city.jackson.ms.us.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1755

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO ENTER INTO A THIRTY-SIX (36) MONTH AGREEMENT WITH TWO OPTIONAL ONE-YEAR RENEWALS WITH REMIX SOFTWARE, INC. FOR THE PROCUREMENT OF TRANSPORTATION PLANNING SOFTWARE IN ACCORDANCE WITH FEDERAL TRANSIT ADMINISTRATION (FTA) CIRCULAR 4220.1F is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Victoria James, *Deputy City Attorney* _____

DATE

3/22/22

OFFICE OF THE CITY ATTORNEY
3/22/22

OFFICE OF THE CITY ATTORNEY
3/28/22
*LM

ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 AMENDING THE SCOPE OF WORK OF THE PROFESSIONAL SERVICE AGREEMENT WITH NAVIRETAIL, LLC TO PROVIDE CONSULTANT SERVICES IN THE CITY OF JACKSON, MISSISSIPPI

WHEREAS, on March 16, 2021, the Jackson City Council authorized the Mayor of Jackson to enter into a Professional Service Agreement with NaviRetail, LLC to provide professional retail recruitment-related services from March 16, 2021, through February 28, 2024, at a cost not to exceed \$60,000.00;

WHEREAS, the intent of the project is to identify what is the highest and best use of the City-owned property across from the Jackson Convention Complex by completing the appropriate analysis and a proactive approach to increase the sales tax base by recruiting qualified developers; and

WHEREAS, during a meeting with the CEO of NaviRetail, LL, the CEO presented a retail recruitment services plan for downtown Jackson to include targeting retailers suitable for downtown site selection data, performance of market and GAAP analyses, and custom marketing material for the area; and

WHEREAS, the Department of Planning and Development realized the “Scope of Work” to the agreement should be amended to provide additional services so the City of Jackson can utilize the appropriate tools to recruit retailers into downtown Jackson effectively; and

WHEREAS, the Department of Planning and Development desires to amend the Scope of Work of the Professional Services Agreement between the City of Jackson, Mississippi, and NaviRetail, LLC; and

WHEREAS, the cost of the service and the terms of the agreement remains the same as provided in the March 16, 2021 Order; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Amendment No. 1 of the Professional Services Agreement that amends the Scope of Work of the Professional Service Agreement with NaviRetail, LLC.

Item#: _____
Date: April 12, 2022
By: (Hillman, Lumumba)

14
Agenda Item No. ~~16~~
Agenda Date April 12, 2022
(Hillman, Lumumba)


Department of Planning and Development



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

MEMORANDUM

To: Chokwe Antar Lumumba, Mayor

From: Jhai Keeton, Deputy Director 
Department of Planning and Development

Date: March 25, 2022

Subject: Agenda Item

Attached for review is the amendment No. 1 service agreement between the City of Jackson and NaviRetail.

NaviRetail will provide retail and hotel feasibility recruitment services for downtown Jackson and custom marketing materials for the area. The cost for the project is \$40,000 for a 24-month term starting March 29, 2022 and ending February 28, 2024. This agreement is a continuation of an existing agreement that started March 16, 2021 until February 28, 2024.

Feel free to contact Jhai Keeton at 601-960-1993 with any questions or needed clarification.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 3/28/2022


POINTS		COMMENTS																																			
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 AMENDING THE SCOPE OF WORK OF THE PROFESSIONAL SERVICE AGREEMENT WITH NAVIRETAIL, LLC TO PROVIDE CONSULTANT SERVICES IN THE CITY OF JACKSON, MISSISSIPPI																																			
2.	Purpose	Consultant Services																																			
3.	Who will be affected	N/A																																			
4.	Benefits	Increase Retail Sales Tax Base																																			
5.	Schedule (beginning date)	Upon approval																																			
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Downtown Corridor																																			
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	Department of Planning & Development Office of Economic Development																																			
8.	COST	\$40,000																																			
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	001 40198 6419																																			
10.	EBO participation See attached sheets from Vendors	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 15%; text-align: center;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">no</td> <td style="width: 10%;">N/A</td> <td style="width: 10%; text-align: center;">__X__</td> </tr> <tr> <td>AABE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> <td style="text-align: center;">__X__</td> </tr> <tr> <td>WBE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> <td style="text-align: center;">__X__</td> </tr> <tr> <td>HBE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> <td style="text-align: center;">__X__</td> </tr> <tr> <td>NABE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> <td style="text-align: center;">__X__</td> </tr> </table>	ABE	_____ %	WAIVER	yes	no	N/A	__X__	AABE	_____ %	WAIVER	yes	no	N/A	__X__	WBE	_____ %	WAIVER	yes	no	N/A	__X__	HBE	_____ %	WAIVER	yes	no	N/A	__X__	NABE	_____ %	WAIVER	yes	no	N/A	__X__
ABE	_____ %	WAIVER	yes	no	N/A	__X__																															
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WBE	_____ %	WAIVER	yes	no	N/A	__X__																															
HBE	_____ %	WAIVER	yes	no	N/A	__X__																															
NABE	_____ %	WAIVER	yes	no	N/A	__X__																															

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1856

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO.1 AMENDING THE SCOPE OF WORK OF THE PROFESSIONAL SERVICE AGREEMENT WITH NAVIRETAIL, LLC TO PROVIDE CONSULTANT SERVICES IN THE CITY OF JACKSON, MISSISSIPPI is legally sufficient for placement in NOVUS Agenda.



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

4/6/22

DATE

OFFICE OF THE CITY ATTORNEY
3/28/22
S.M.

OFFICE OF THE CLERK OF THE COURT
v. 4/12/2022

ORDER ACCEPTING AND APPROVING BUS STOPS EASEMENT FOR PUBLIC ACCESS FROM WAL-MART AT 2711 GREENWAY DRIVE, JACKSON, MISSISSIPPI

WHEREAS, the City of Jackson currently have bus stops situated in the SW ¼ of the SW ¼ of Section 11, Township 5 North, Range 1 West, First Judicial District of Hinds County, Mississippi; and

WHEREAS, the property is privately owned by Wal-Mart; and

WHEREAS, the Bus Stop Property contains the following description:

*Commencing at the Southeast corner of Lot 4 Wal-Mart Stores Inc 903 Subdivision as Recorded in Plat Cabinet D, Slot 23 in the Chancery Clerk Office of Hinds County, Mississippi, said corner being located in the northerly right of way of Chadwick Drive, thence run North 89 degrees, 38 minutes, 44 seconds, West along said North right of way line of Chadwick Drive and the southerly line of said Lot 4 for a distance of 8.57 feet to a set ½" iron rod at the southeast corner of an easement and the **Point of Beginning**.*

*Thence from the **Point of Beginning** run along said easement line in the north right-of-way line of Chadwick Drive, same being the south line of said Lot 4, North 89 degrees, 38 minutes, 44 seconds West for a distance of 40.00 feet to a set ½" iron rod at the southwest corner of the easement.*

Thence leaving said north right-of-way line of Chadwick Drive, continue along said Easement line the following bearings and distances:

Thence North 00 degrees, 22 minutes, 26 seconds East for a distance of 209.81 feet to a set ½" iron rod at the northwest corner of the easement;

Thence South 63 degrees, 25 minutes, 06 seconds East for a distance of 44.58 feet to a set ½" iron rod at the northeast corner of the easement;

*Thence South 00 degrees, 22 minutes, 26 seconds West for a distance of 190.11 feet to the **Point of Beginning**, and easement containing 0.184 acres (7,999 square feet), more or less.*

WHEREAS, Wal-Mart desires to grant the City of Jackson (1) non-exclusive perpetual easement over the Bus Stop Property for use by the general public over and across the Bus Stop Property and (2) sole responsibility to repair and maintain Bus Stop Property; and

WHEREAS, this easement will offer non-exclusively by the City of Jackson and its agents, patrons, guests, invitees, and licensees for the purpose of installing, replacing, maintaining, and operating a bus stop; and

WHEREAS, this easement shall constitute a covenant running with the land and shall incur to the benefit of the Wal-Mart and its heirs, successors, lessees, and assigns; and

WHEREAS, the total cost for acquiring the easement is not to exceed twenty-five thousand dollars (\$25,000.00) and is funded at 80% (\$20,000.00) federal and 20% (\$5,000.00) general fund; and

WHEREAS, the invoice from Map Development, LLC is subject to a financial assistance between the City of Jackson and the United States Department of Transportation (USDOT), Federal Transit Administration (FTA).

IT IS THEREFORE, ORDERED that the City Council hereby authorizes the Mayor to accept and approve any related documents necessary to carry out the bus stop easement.

Item# _____
Agenda Date: April 12, 2022
By: (Hillman, Lumumba)


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE 4/12/2022

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER ACCEPTING AND APPROVING BUS STOPS EASEMENT FOR PUBLIC ACCESS FROM WAL-MART AT 2711 GREENWAY DRIVE, JACKSON, MISSISSIPPI
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation.
3.	Who will be affected	Residents and visitors of the City of Jackson
4.	Benefits	Residents and visitors of the City of Jackson
5.	Schedule (beginning date)	Upon approval
6.	Location:	Department of Planning & Development/Office of Transportation/All wards
7.	Action implemented by: City Department	Department of Planning & Development Office of Transportation
8.	COST	\$25,000.00
9.	Source of Funding General Fund x Grant x Bond Other	187.565.30.6419----\$25,000.00 Project String: JT00030006.6419 MS.90.X081.01: \$20,000.00 General Fund: \$5,000.00
10.	EBO participation	ABE ___% WAIVER yes ___ no ___ N/A <u>X</u> AABE ___% WAIVER yes ___ no ___ N/A <u>X</u> WBE ___% WAIVER yes ___ no ___ N/A <u>X</u> HBE ___% WAIVER yes ___ no ___ N/A <u>X</u> NABE ___% WAIVER yes ___ no ___ N/A <u>X</u>

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Jordan Hillman, Director
Department of Planning & Development

FROM: Christine Welch, Deputy Director
Office of Transportation 

DATE: March 20, 2022

RE: Agenda Item for April 12, 2022 City Council Meeting

The attached agenda item authorizes the Mayor to accept and approve the bus stop easement for public access from Wal-Mart at 2711 Greenway Drive, Jackson, Mississippi. The total cost for acquiring the easement is not to exceed twenty-five thousand dollars (\$25,000.00) and is funded at 80% (\$20,000.00) federal and 20% (\$5,000.00) general fund.

Currently, there are three bus shelters and bus stop signs located at Wal-Mart. This bus stop and shelter is a major transfer point for our system. The bus stops are located on private property; and the property owners and investors are offering an easement agreement so that these bus stops will not have to be removed during renovations.

It is the recommendation of this department that Mayor accept and approve this Easement from Wal-Mart. If you have any questions, please call Christine Welch, Deputy Director, Department of Planning and Development/Office of Transportation at (601) 960-1909 or e-mail cwelch@city.jackson.ms.us.

Office of the City Attorney


455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-0566

OFFICE OF THE CITY ATTORNEY

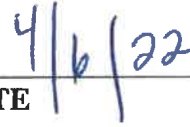
This **ORDER ACCEPTING AND APPROVING BUS STOPS EASEMENT FOR PUBLIC ACCESS FROM WAL-MART AT 2711 GREENWAY DRIVE, JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Victoria James, *Deputy City Attorney* 

DATE



OFFICE OF THE CITY ATTORNEY
4/6/22

OFFICE OF THE CLERK OF THE COURT
S.M. 4/11/2022

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB 360I BLACK/WHITE COPIER TO BE USED BY THE SIGNS & LICENSE DIVISION OF THE PLANNING AND DEVELOPMENT DEPARTMENT

WHEREAS, the Office of Signs & License Division of the Planning and Development Department desires to enter into a 48-month rental and maintenance agreement for a Konica Minolta Bizhub 360i Digital System with Advantage Business Systems, which has its principal place of business at 5442 Executive Place, Jackson, Mississippi 39206; and

WHEREAS, the State of Mississippi Department of Finance and Administration has negotiated a price agreement contract with Konica Minolta Business Solutions, U.S.A., Inc. for the rental and purchase of copiers/printers on a nonexclusive basis for twelve months beginning May 1, 2021, and ending on April 30, 2022, in accordance with the State of Mississippi Proposal Format and Guidelines for Copiers/Printers and the proposal submitted by the vendor on February 10, 2021; and

WHEREAS, the state contract was entered into for the benefit of governing authorities and agencies; and

WHEREAS, the contract negotiated by the Mississippi Department of Finance and Administration was assigned Contract number 8200056217; and

WHEREAS, commodities purchased or procured from a state negotiated contract are exempt from the bid requirements pursuant to Section 31-7-13(m)(i) of the Mississippi Code; and

WHEREAS, Advantage Business Systems was approved as an authorized dealer of Konica Minolta Business Solutions U.S.A., Inc.; and

WHEREAS, the Konica Minolta Bizhub 360i copier, assigned item number AC77013, appears on State Contract 8200056217 at the negotiated price of \$162.95 for a 48-month rental agreement; and

WHEREAS, the maintenance of said copier appears on the State Contract at a negotiated price of \$25.76 as the base monthly cost; and

WHEREAS, Advantage Business Systems quoted the Office of Signs and License Division the price of \$144.00 a month to rent the Konica Minolta Bizhub 360i copier and \$23.70

a month for the maintenance of said copier, which is less than the state negotiated contract price; and

WHEREAS, the best interest of the City of Jackson would be served by renting for 48 months a Konica Minolta Bizhub 360i copier that has a total cost of \$8,049.60; and

WHEREAS, the Department of Planning and Development recommends that this contract be approved; and

IT IS THEREFORE, ORDERED that the Mayor be authorized to execute the necessary documents with Advantage Business Systems for the 48-month rental of a Konica Minolta Bizhub 360i Black/White copier to meet the needs of the Office of Signs & License as related to the functions of said division for \$144.00 per month, plus a copy charge of \$0.0079 per copy for black and white to include service and maintenance.

ITEM NO. _____

DATE: _____

BY: (HILLMAN, LUMUMBA)


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

3/24/2022
DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	Replacing copier for the Planning and Development, Office of Signs & License Division																																													
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	Renewing 48-month contract																																													
3.	Who will be affected	N/A																																													
4.	Benefits	Konica Minolta Bizhub 360i Black/White Copier will deliver high quality printing and productivity																																													
5.	Schedule (beginning date)	Upon approval by Council																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Signs & License Division																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Planning and Development Signs & License Division																																													
8.	COST	\$144.00/Month/\$0.0079/Black & White Copies																																													
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	001.40410.6514																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																							
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																							

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM:  Jordan Hillman, Director
Department of Planning & Development

DATE: March 24, 2022

RE: Agenda Item for April 12, 2022 City Council Meeting; Signs & License
Division Copier Contract

The current contract providing for the 48-month rental of a Konica Minolta Bizhub copier for use by the Signs & License Division will expire August 14, 2022.

Advantage Business Systems is the supplier of this copier and is located in Jackson.

The requested copier monthly lease price is \$144.00 per month which includes the drums, supplies (except paper and staples) and repair maintenance plus a per copy price of \$0.0079 for black and white copies.


If you have any questions, please call Jordan Hillman, Director, Department of Planning and Development at (601) 960-1993 or e-mail jhillman@jacksonms.gov.

Municipal Services Bureau
325 Daniel Zenker Drive
Suite 3
Horseheads, NY 14845
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR KONICA MINOLTA BIZHUB 360 BLACK/WHITE COPIER TO BE USED BY THE SIGNS & LICENSE DIVISION OF THE PLANNING AND DEVELOPMENT is legally sufficient for placement in NOVUS Agenda.



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

4/6/22

DATE

OFFICE OF THE CITY ATTORNEY
4/6/22

Proposal for: City of Jackson Signs & License



Advantage Business Systems

**5442 Executive Place
Jackson, MS 39206**

**Donna May (601)362-9192
Cell (601)317-4298**



March 1, 2022

City of Jackson Signs & License
200 S President St
Jackson, MS 39201

Enclosed please find the information on the Konica Minolta Bizhub 360i. I have put into the proposal pricing from Konica Minolta MS State Contract # 8200056217. I hope that we can meet your needs with this pricing and product.

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

Thanks again for the opportunity,

Sincerely,

A handwritten signature in blue ink that reads "Donna May". The signature is written in a cursive style.

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. 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 ensures 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 Konica Minolta Bizhub 360i Digital System provides these features:

- 36 ppm b/w
- 200,000 sheet monthly duty cycle
- Dual Head Scanner
- 1800 x 600dpi scanning
- Warm up time of less than 25 seconds
- 2 X 500 sheet universal cassette, Large Capacity Drawer and 150 sheet intelligent bypass
- Polymerized toner system
- Standard and custom paper size support up to 11" x 17"
- 9" Touch and Swipe Control Panel
- Network Printing
- Network Color Scanning
- Box Functionality
- Print to/from USB
- **PageScope Mobile Print Application (from iPod, iPhone, and iPad or Android device) ***



- **Bizhub 360i Digital Color Copier/Printer**
- **Large Capacity Drawer**
- **Super 3G Fax**
- **Staple Finisher**

Your Investment:

48 Month Rental:
\$144.00

Maintenance Program:

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

Billed monthly @ \$23.70 and includes 3000 b/w copies and overages billed @ .0079.
(based on single sided, letter sized image)

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 Signs & License Division (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 Executive
Address 5442 Executive Place
City, State, & Zip Code Jackson, MS 39206

For the Customer:

City of Jackson Signs & License Division
Name Terry Coleman
Title
Address 200 S President St. 1st Floor
City, State, & Zip Code Jackson, MS 39201

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 1st day of March, 2022.

Vendor: Advantage Business Systems

By: 
Authorized Signature

Printed Name: Donna May

Title: Account Executive

Witness my signature this the _____ day of _____, 20____.

Customer: City of Jackson (Signs & License Division)

By: _____
Authorized Signature

Printed Name: Chokwe Antar Lumumba

Title: Mayor

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 Signs & License Division

Bill to Address: P O Box 17, Jackson, MS 39205

Ship to Address: 200 S President St.
Jackson, MS 39201

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
Bizhub 360i	\$144.00
FS 539 +RU 513 Finisher	
PC417 Large Capacity Drawer	
FK514 Fax	

Delivery Schedule and Installation Date: 8/15/18

Rental Term: (Number of Months) 48

Start Date: -

End Date:

Modifications: Maintenance Billed monthly @ \$23.70 to include 3000 b/w copies per month with overages billed @ .0079.

Donna May
Vendor Signature

Customer Signature

STATE OF MISSISSIPPI
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

STATE CONTRACT AGREEMENT

CONTRACTOR: Konica Minolta Business Solutions

STATE CONTRACT #: 8200056217

SUPPLIER #: 3100031233

SMART CONTRACT #: 1130-21-C-SWCT-00257

COMMODITIES COVERED: Copy Machines and Supplies (Copiers/Printers - Purchase & Rental)

CONTRACT EFFECTIVE: May 1, 2021 through April 30, 2022

follow up on pay

AMENDMENT EFFECTIVE: January 25, 2022 -

Maintenanced
48 months
23.70

\$1,137.60

48 months lease 79d
x \$144.00

\$6,912
+ \$1,137.60 = \$8,049.60 /
monthly

Rule → may rent @ or below k prices ...

Modification
Notice

1130-21-C-SWCT-
00257-V004

OPTFJA-NEG C "commodities (NON-IT)

STATE OF MISSISSIPPI
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

STATE CONTRACT AGREEMENT

CONTRACTOR: Konica Minolta Business Solutions,
U.S.A., Inc.

STATE CONTRACT #:8200056217

SUPPLIER #: 3100031233

SMART CONTRACT #:1130-21-C-SWCT-00257

COMMODITIES COVERED: Copiers/Printers -
Purchase and Rental

EFFECTIVE: May 1, 2021
through
April 30, 2022

This State Contract Agreement is made this 19th day of April 2021, between the Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management for the State of Mississippi (hereinafter the "State") and Konica Minolta Business Solutions, U.S.A., Inc., 1595 Spring Hill Road, Suite 410, Vienna, VA 22182 (hereinafter the "Contractor").

SCOPE: The Contractor agrees to furnish the State its normal requirements of copiers/printers - purchase and rental on a nonexclusive basis for a period of twelve (12) months beginning May 1, 2021 and ending April 30, 2022, in accordance with all requirements in the State of Mississippi Proposal Format and Guidelines For Copiers/Printers - Purchase and Rental and the Contractor's Proposal submitted on February 10, 2021.

Computer Printers are allowed on contract as well as copiers with speeds up to 150 CPM. Please note, this is a price agreement contract wherein the agencies and governing authorities will be authorized to purchase and/or rent at or below the prices set forth in the contract.

All rentals will be covered by the terms and conditions of the Generic Rental Agreement for use by Mississippi Departments and Vendors (revised February 2017).

All purchases will be covered by the vendor's standard terms and conditions, provided, however, that should any part or parts of the standard terms and conditions be in conflict with the laws and/or written policies of the State of Mississippi, that part or parts of the standard terms and conditions shall become void and shall be excluded from any and all transactions. If this provision is not acceptable, please notify us in writing within five working days. If we receive such notification, the contract will not become effective as stated herein. The below information on multi-functional devices and networking copiers/printers is also considered to be a part of this agreement.

Multi-Functional Devices and Networking Copiers and Printers

In the past, a copier was clearly a copier and a computer printer was clearly a computer printer. However, as technology advances, the line of distinction has become not so clear. Because of this "twilight zone," Information Technology Services (ITS) and the Office of Purchasing and Travel (OPT) have set forth the following policy guideline: If a machine can be used as a walk-up copier and published product literature indicates that one of its primary functions is copying documents, then that machine can be included in the OPT Copier Contract. It is intended that this policy will allow copiers with computer interface, facsimile and digitizing features to be placed on the OPT contract. In addition, it is intended that this policy will allow equipment commonly called "multi-functional" to also be included in the OPT contract.

ITS will continue to manage purchasing for their established classes of computer and communications peripherals. In situations where a state agency or institution under ITS purview intends to use the machine interfaced with a computer or in a network configuration primarily in a traditional information systems application

79¢?

$$+ 40 \times \$144.00 = \$6,912$$

capacity, and the total amount of the purchase/rental exceeds \$250,000, the agency or institution must first contact ITS through the formal procurement exemption request process. In the request, the agency or institution may express a desire to use the OPT state contract to fulfill its technical needs. ITS will work with the requesting entity toward reaching a consensus as to technical appropriateness of equipment from the OPT contract in each given case. ITS will approve the exemption request if appropriate. If ITS does not concur with the exemption, then the project will be handled through standard ITS policies and procedures in lieu of the OPT state contract. If the total amount of the purchase/rental does not exceed \$250,000, ITS approval is no longer required. "Total amount of the purchase" shall mean the cost of the copier and all attachments. "Total amount of the rental" shall mean the monthly cost of the copier and all attachments multiplied by the term of the rental agreement.

AUTHORIZED PURCHASERS: The State, as referred to herein, enters into this State Contract Agreement for the benefit of all state agencies, boards, commissions, departments, institutions, counties, municipalities, school districts and other political subdivisions of the State of Mississippi. These entities are authorized to purchase from this Contract in accordance with Miss. Code Ann. §§ 31-7-1, et seq., and the *Mississippi Procurement Manual*.

Purchase Orders prepared by these authorized purchasers shall include this State Contract Agreement Number referenced above.

PRICE GUARANTEE: The prices established herein shall prevail for the term of this Agreement, except in the event of a general market decline in prices of such commodities at any time during the period of this Contract, the Contractor agrees that the State of Mississippi shall receive full benefit of such decline.

The State Bureau of Financial Control shall not approve any account nor order and direct payment of any account for the purchase of any commodity covered by this Contract when the purchase price is in excess of the maximum price fixed in this Agreement.

PRICE DATA: The Contractor has furnished a price list for the new period for authorized purchasers. The State agrees to notify all authorized purchasers of the existence of this Contract and to give the specific instructions relative to the procedures to be followed in making purchases under the provisions hereof.

Entities making purchases over \$50,000 may consider obtaining two competitive quotes from the authorized dealers' list on this manufacturer's contract. If this manufacturer does not have a dealers' list, the manufacturer should be prepared to submit a quote.

PAYMENT: Payment for commodities or equipment purchased under the provisions of this Contract shall be made to the Contractor or to the authorized dealer making delivery in accordance with Miss. Code Ann. §§ 31-7-301, et seq. (as amended). Such payment is to be made only upon receipt, by the authorized purchaser, of properly certified invoices, which are priced strictly in accordance with the pricing provisions of this Contract.

QUANTITY TO BE PURCHASED: It is understood and agreed that the Contractor is entering into this Agreement as a multiple source of supply without any guarantee from the State as to the quantity of the items covered by this Contract that might be ordered during the specified period.

TRANSPORTATION TERMS: All freight and shipping costs are the responsibility of the Vendor and are not reimbursable. All items must be transported F.O.B. Destination.

INDEMNIFICATION: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate 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 Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim,

suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

ASSIGNMENT: The Contractor 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 State. Any attempted assignment or transfer without said consent shall be void and of no effect.

CANCELLATION: It is agreed that either party may cancel this Agreement by giving thirty (30) days written notice prior to the effective date of cancellation. Contractor is advised that cancellation of this Agreement by the Contractor may result in disqualification from the awarding of future contracts with the State.

TAXES: No Federal Excise Tax or Mississippi Sales Tax will be added to or otherwise included in the prices submitted by the Contractor. The Contractor understands and agrees that the State and its authorized purchasers exempt from the payment of taxes.

PRECEDENCE: This Contract consists of this Agreement, the Proposal Format and Guidelines referenced herein above, and the Contractor's Proposal. Any ambiguities, conflicts, or questions of interpretation of this Contract shall be resolved by first reference to this Agreement and, if still unresolved, by reference to the Proposal Format and Guidelines, and, if still unresolved, by reference to the Contractor's Proposal.

ORDERING INFORMATION: Please place all orders under this agreement with an approved dealer/distributor from the attached list.

DEPARTMENT OF FINANCE AND ADMINISTRATION
FOR THE
STATE OF MISSISSIPPI

BY:  _____

OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

DATE: 4/20/21

THIS MUST BE SIGNED BY AN OFFICIAL
OF THE COMPANY

Kristen A McKenna: Digitally signed by Kristen A McKenna:
DN: cn = Kristen A McKenna,
o = U.S. Government GSA, c = US
A01094E000001757
47FBD0700003FD6 KONICA MINOLTA BUSINESS SOLUTIONS
Date: 2021.04.19 09:55:12 -0500

BY: _____

TITLE: Director, Government Contracts

DATE: 4/19/2021

Expires April 30, 2022

AUTHORIZED DEALERS/DISTRIBUTORS LIST

MANUFACTURER'S NAME:

Konica Minolta Business Solutions U.S.A., Inc.

CONTRACT NAME:

Copiers/Printers - Purchase and Rental

TERM OF CONTRACT:

05/01/2021-04/30/2022

DEALER/DISTRIBUTOR NAME	CONTACT NAME	ADDRESS	CITY/STATE/ZIP	TELEPHONE
Konica Minolta Business Solutions	Jimmy Wilson	6991 Appling Farms Parkway, #1	Memphis, TN 38133	901-387-5621
Konica Minolta Business Solutions	Mike Horst	3330 W. Esplanade Avenue S., S	Metairie, LA 70002	504-834-3424
Konica Minolta Business Solutions	Mike Horst	41 West Interstate 65, Suite 45C	Mobile, AL 36608	251-639-4555
J.T. Ray Company	Allison Hamner	4127 Helton Drive	Florence, AL 35631	256-767-7210
J.T. Ray Company	Talmage Ray	2022c Highway 45N	Columbus, MS 39706	662-687-0689
J.T. Ray Company	Talmage Ray	1382 Cliff Gookin Blvd.	Tupelo, MS 38801	662-842-9410
CopyPlus, Inc.	Jay Herrington	218 C. South Denton Road	New Albany, MS 38652	662-538-1050
Dex Imaging, Inc.	Jimmy Steeley	1045 Downtowner Boulevard	Mobile, AL 36609	251-666-2063
Dex Imaging, Inc.	Lee Milam	100 Rosecrest Dr.	Columbus, MS 39701	662-370-1673
Dex Imaging, Inc.	Charles Peeples	120 Stone Creek Blvd., Suite 20C	Flowood, MS 39232	769-447-4607
Dex Imaging, Inc.	Lee Milam	607 West Main Street, Suite C	Tupelo, MS 38804	662-370-1673
Dex Imaging, Inc.	Lee Milam	2955 Kate Bond Rd.	Bartlett, TN 38133	901-333-1074
Dex Imaging, Inc.	Michael Bole	805 West Park Avenue	Greenwood, MS 38930	662-370-1673
Gregg Office Machines, Inc.	Ricky Tardo	103 S. Jackson Street	Brookhaven, MS 39601	601-833-6281
Magnolia Business Systems, Inc.	Ron Rivers	1540 Gardner Boulevard	Columbus, MS 39702	662-244-8894
Midsouth Copier Systems	Jerry Ferguson	709 Highway 82 Bypass	Greenwood, MS 38935	662-455-2725
Advantage Business Systems	J. Scott Day	5442 Executive Place	Jackson, MS 39206	601-362-9192
Novatech, Inc.	Bill Dumez	7251 Appling Farms Parkway	Memphis, TN 38133	615-610-2034
Novatech, Inc.	Bill Dumez	6401 US Highway 49	Hattiesburg, MS 39401	901-388-3399
Uni-Copy Technologies, Inc.	Edward Mikulenka	307 Oakland Avenue	Pass Christian, MS 39571	228-822-2964
Uni-Copy Technologies, Inc.	Edward Mikulenka	4500 York St. Ste 100	Metairie, LA 70001	504-734-7272

MINORITY VENDOR

FAX	EMAIL	MINORITY VENDOR
901-387-5662	jwilson@kmbs.konicaminolta.us	No
504-834-3331	mhorst@kmbs.konicaminolta.us	No
251-639-4777	mhorst@kmbs.konicaminolta.us	No
256-767-3669	allison@jtrayco.com	No
662-842-9467	talmage@jtrayco.com	No
662-842-9467	talmage@jtrayco.com	No
662-538-0050	jay@copyplusinc.com	No
251-666-3339	jstealey@deximaging.com	No
901-333-1079	lee.milam@deximaging.com	No
901-333-1079	charles.peeples@deximaging.com	No
901-333-1079	Lee.Milam@deximaging.com	No
901-333-1079	Lee.Milam@deximaging.com	No
901-333-1079	michael.bole@deximaging.com	No
601-835-1346	rtardo@greggoffice.com	No
662-244-8892	ronr@magnoliabusiness.com	No
662-455-2742	jferguson@midsouthcopier.com	No
662-455-2742	sday@absms.com	No
888-264-2985	bill.dumez@novatech.net	No
888-264-2985	bill.dumez@novatech.net	No
228-822-2566	emikulenka@unicopy.com	No
504-734-7985	emikulenka@unicopy.com	No

OFFICE OF THE CITY ATTORNEY
[Handwritten signature]

ORDER AUTHORIZING THE COMPROMISE AND SETTLEMENT OF A CLAIM FOR WORKERS COMPENSATION BENEFITS IN MWCC # 1708136-P-5193 and 1708135-P-5192

WHEREAS, an employee in the Department of Human and Cultural Services alleged that she sustained injuries on March 9, 2016 and May 26, 2017 in the course and scope of her employment; and

WHEREAS, the employee filed separate Petitions to Controvert with the Mississippi Workers Compensation Commission for the alleged injury dates; and

WHEREAS, the claim associated with the March 9, 2016 injury was assigned cause number MWCC # 1708136-P-5193 by the Mississippi Workers Compensation Commission; and

WHEREAS, the claim associated with the May 26, 2017 injury was assigned cause number MWCC # 1708135-P-5193 by the Mississippi Workers Compensation Commission; and

WHEREAS, on March 9, 2016 and May 26, 2017, the City of Jackson was a qualified self-insurer of benefits payable under the Mississippi Workers Compensation Act; and

WHEREAS, the employee reached maximum medical improvement but has a residual anatomical impairment and was assigned restrictions by the treating provider; and

WHEREAS, the City of Jackson was able to accommodate the employee's restrictions, and the employee has returned to work for the City of Jackson; and

WHEREAS, the residual anatomical impairment was to a scheduled member; and

WHEREAS, the employee has contended that the anatomical impairment resulted in substantial permanent partial disability; and

WHEREAS, the Office of the City Attorney disputed the employee's assertion of substantial permanent partial disability and negotiated with the employee and her retained attorney a reasonable sum to compromise the employee's workers' compensation claims; and

WHEREAS, the payment of \$7,000.00 in compromise and settlement of both claims of the employee pending before the Mississippi Workers' Compensation Commission would extinguish the employee's right to additional benefits arising out of the alleged injuries and serves the best interest of the City of Jackson and is recommended; and

WHEREAS, compromise and settlement of the employee's claims will be subject to the approval of the Mississippi Workers Compensation Commission; and

WHEREAS, the payment of \$7,000.00 would be in addition to indemnity benefits and medical expenses previously paid; and

IT IS HEREBY ORDERED that the claim pending in **MWCC # 1708136-P-5193** and **MWCC #1708135-P-5192** may be compromised for the sum of \$7,000.00 subject to the approval of the Mississippi Workers Compensation Commission.

Agenda Item No. 16
Agenda Date April 12, 2022
(C.Martin, Lumumba)

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

Lumumba, Martin and Johnson

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF MUNICIPAL EMPLOYEE IN MWCC 1708135-P-5192 and MWCC 1708136-P-5193 is legally sufficient for placement in NOVUS.


Catorja Martin, City Attorney


Carrie Johnson, Deputy City Attorney

4/5/22
Date

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

April 5, 2022
DATE

POINTS	COMMENTS																																														
1. Brief Description/Purpose		Order Authorizes the Office of the City Attorney to settle and compromise two claims pending before the Mississippi Workers Compensation Commission for injury sustained by employee in Department of Human and Cultural Services during the course of employment																																													
2. Public Policy Initiative		No policy initiative – compromise and settlement of a claim against municipality under the Mississippi Workers Compensation Act																																													
1. Youth & Education																																															
2. Crime Prevention																																															
3. Changes in City Government																																															
4. Neighborhood Enhancement																																															
5. Economic Development																																															
6. Infrastructure and Transportation																																															
7. Quality of Life																																															
3. Who will be affected		City of Jackson, employee, attorney for officer, Mississippi Workers Compensation Commission																																													
4. Benefits		City's exposure for future medicals extinguished.																																													
5. Schedule (beginning date)		Upon approval of Mississippi Workers Compensation Commission																																													
6. Location:		No specific area - general government																																													
§ WARD																																															
§ CITYWIDE (yes or no) (area)																																															
§ Project limits if applicable																																															
□ □ □ Action implemented by:		Office City Attorney																																													
7. § City Department																																															
§ Consultant																																															
8. COST		\$7,000.00																																													
□ □ □ Source of Funding		General fund allocation for workers compensation benefits and medicals City self-insured for workers' compensation during year of injury																																													
§ General Fund																																															
§ Grant																																															
§ Bond																																															
9. § Other																																															
10. EBO participation		<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																							

OFFICE OF THE CITY ATTORNEY
C. Martin
Lumumba

**ORDER AUTHORIZING THE COMPROMISE AND SETTLEMENT OF A CLAIM FOR WORKERS
COMPENSATION BENEFITS IN MWCC # 1710633-P-6057-E 19**

WHEREAS, a law enforcement officer employed by the City of Jackson sustained a work related injury in the course and scope of his employment on November 18, 2017; and

WHEREAS, on November 18, 2017, the City of Jackson was a qualified self-insurer of benefits payable under the Mississippi Workers Compensation Act; and

WHEREAS, the law enforcement officer reached maximum medical improvement from the injuries sustained but has significant restrictions which could not be accommodated by the Jackson Police Department; and

WHEREAS, a *rebuttable* presumption of permanent and total disability arises under Mississippi Workers Compensation law when an employee reaches maximum medical improvement and is not provided employment by the employer; and

WHEREAS, the Office of the City Attorney has evaluated the claim and determined that payment of the sum of \$100,000.00 in complete and total compromise of the subject employee's claim for benefits and medicals under the Mississippi Workers Compensation Act would serve the best interest of the City of Jackson; and

WHEREAS, the payment of \$100,000.00 is less than the City's maximum exposure of \$113,854.15 for indemnity benefits and is exclusive of payments for medical services and supplies; and

WHEREAS, medical services and supplies are required to be paid for as long as the process of recovery requires; and

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

WHEREAS, compromising the claim by paying the sum of \$100,000.00 would absolve the City of any obligation to pay additional medical expenses beyond the date of the Commission's approval of the settlement and serves the best interest of the City; and

WHEREAS, the payment of \$100,000.00 would be in addition to indemnity benefits and medical expenses previously paid; and

IT IS HEREBY ORDERED that the claim pending in MWCC # 17106633-P-6057-E 19 may be compromised for the sum of \$100,000 subject to the approval of the Mississippi Workers Compensation Commission.

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

Agenda Item No. 18
Agenda Date April 12, 2022
Lumumba, Martin and Johnson (C.Martin, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

April 5, 2022

DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	Order Authorizes the Office of the City Attorney to settle and compromise a claim pending before the Mississippi Workers Compensation Commission for injury sustained by law enforcement officer during the course of employment																																													
2. Public Policy Initiative	No policy initiative – compromise and settlement of a claim against municipality under the Mississippi Workers Compensation Act																																													
1. Youth & Education																																														
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6. Infrastructure and Transportation																																														
7. Quality of Life																																														
3. Who will be affected	City of Jackson, law enforcement officer, attorney for officer, Mississippi Workers Compensation Commission																																													
4. Benefits	City's exposure for future medicals extinguished.																																													
5. Schedule (beginning date)	Upon approval of Mississippi Workers Compensation Commission																																													
6. Location:	No specific area - general government																																													
§ WARD																																														
§ CITYWIDE (yes or no) (area)																																														
§ Project limits if applicable																																														
§ Action implemented by:																																														
7. § City Department	Office City Attorney																																													
§ Consultant																																														
8. COST	\$100,000																																													
9. Source of Funding	General fund allocation for workers compensation benefits and medicals City self-insured for workers' compensation during year of injury																																													
§ General Fund																																														
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10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>	NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>																																						

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF MUNICIPAL EMPLOYEE IN MWCC 1710633-P-6057-E 19 is legally sufficient for placement in NOVUS.



Catoria Martin, City Attorney

4/5/22
Date



Carrie Johnson, Deputy City Attorney

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH COMCAST, INC., TO INSTALL A COMMUNICATION NETWORK SYSTEM AT 455 EAST CAPITOL STREET & THE CITY PROSECUTOR'S OFFICE AT 327 E. PASCAGOULA STREET

WHEREAS, on July 23, 2010, the City of Jackson, Mississippi ("City of Jackson"), Office of the City Attorney entered into a Cable Franchise Agreement ("Franchise Agreement") with A-1 Satellite (third party affiliate of Directv) ; and

WHEREAS, since that time, the Office of the City Attorney no longer has access to Directv cable services at 455 East Capitol Street, Jackson, Mississippi 39201, and

WHEREAS, it is a necessity that the Office of the City Attorney and the City Prosecutor's Office regain access to cable services to ensure said office is fully informed at all times of all press conferences and current events that may affect the City of Jackson, specifically local and special emergency news bulletins, weather events and a general ability to obtain information necessary to provide fully informed legal advice and promote employee safety; and

WHEREAS, Comcast proposes to install a communication network system and provide cable services to the Office of the City Attorney, 455 East Capitol Street, Jackson, Mississippi at a rate of \$104.80 a month for the first 24 months, plus a one-time installation fee of \$119.95 and a rate of \$84.90 for the first 24 months for the Office of the City Prosecutor's Office, plus a one-time installation fee of \$119.95; and

WHEREAS, it is in the best interest of the City of Jackson to enter into an agreement with Comcast to provide local cable services to the Office of the City Attorney, 455 East Capitol Street, Jackson, Mississippi 39201 and the City Prosecutor's Office, 327 East Pascagoula Street, Jackson, Mississippi.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Agreement with Comcast, to install a communication network system to provide local cable service to the Office of the City Attorney, 455 East Capitol Street, at a rate of \$104.80 a month for the first 24 months, plus a one-time installation fee of \$119.95 and a rate of \$84.90 for the first 24 months for the Office of the City Prosecutor's Office, plus a one-time installation fee of \$119.95.

Agenda Item No. 19
Agenda Date April 12, 2022
(C.Martin, Lumumba)

APPROVED FOR AGENDA:

INITIALS

DATE


Item#: _____
Agenda Date: April 12, 2020
By: (Lumumba, Martin)

Post Office Box 2779
Jackson, Mississippi 39201-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1750

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH COMCAST, INC., TO INSTALL A COMMUNICATION NETWORK SYSTEM AT 455 EAST CAPITOL STREET & THE CITY PROSECUTOR'S OFFICE AT 327 E. PASCAGOULA STREET**, is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *City Attorney*

4/5/22

DATE

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE 4/5/22

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH COMCAST, INC., TO INSTALL A COMMUNICATION NETWORK SYSTEM AT 455 EAST CAPITOL STREET & THE CITY PROSECUTOR'S OFFICE AT 327 E. PASCAGOULA STREET																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A																																													
3.	Who will be affected	City of Jackson																																													
4.	Benefits																																														
5.	Schedule (beginning date)	Upon City Council approval																																													
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable																																														
<input type="checkbox"/> 7. <input type="checkbox"/>	Action implemented by: § City Department § Consultant	Office of the City Attorney and City Prosecutor																																													
8.	COST	Mississippi at a rate of \$104.80 a month for the first 24 months, plus a one-time installation fee of \$119.95 and a rate of \$84.90 for the first 24 months for the Office of the City Prosecutor's Office, plus a one-time installation fee of \$119.95																																													
<input type="checkbox"/> 9. <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Source of Funding § General Fund § Grant § Bond § Other	General Fund																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>X</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	X	AABE	_____ %	WAIVER	yes	___	no	___	N/A	X	WBE	_____ %	WAIVER	yes	___	no	___	N/A	X	HBE	_____ %	WAIVER	yes	___	no	___	N/A	X	NABE	_____ %	WAIVER	yes	___	no	___	N/A	X
ABE	_____ %	WAIVER	yes	___	no	___	N/A	X																																							
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WBE	_____ %	WAIVER	yes	___	no	___	N/A	X																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	X																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	X																																							

MEMORANDUM



Office of the City Attorney
(601) 960-1799

TO: Chokwe A. Lumumba, Mayor

FROM: Catoria P. Martin, City Attorney

DATE: April 5, 2022

RE: Comcast Cable – Office of the City Attorney and the Office of the City Prosecutor

On July 23, 2010, the City of Jackson, Mississippi ("City of Jackson"), Office of the City Attorney entered into a Cable Franchise Agreement ("Franchise Agreement") with A-1 Satellite (third party affiliate of Directv).

Since that time, the Office of the City Attorney no longer has access to Directv cable services at 455 East Capitol Street, Jackson, Mississippi 39201.

It is a necessity that the Office of the City Attorney and the City Prosecutor's Office regain access to cable services to ensure said office is fully informed at all times of all press conferences and current events that may affect the City of Jackson, specifically local and special emergency news bulletins, weather events and a general ability to obtain information necessary to provide fully informed legal advice and promote employee safety.

Comcast proposes to install a communication network system and provide cable services to the Office of the City Attorney, 455 East Capitol Street, Jackson, Mississippi at a rate of \$104.80 a month for the first 24 months, plus a one-time installation fee of \$119.95 and a rate of \$84.90 for the first 24 months for the Office of the City Prosecutor's Office, plus a one-time installation fee of \$119.95.

ORDER AMENDING TERM EXPIRATION OF MR. MATTHEW MCLAUGHLIN TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD.

WHEREAS, the Jackson Redevelopment Authority Board consists of seven (7) members nominated by the Mayor for a term of five (5) years; and

WHEREAS, the term of Mr. Matthew McLaughlin of Ward 7, was previously approved by the Jackson City Council at the April 30, 2019 meeting, with an expiration of April 13, 2022; and

WHEREAS, the term of Mr. Matthew McLaughlin of Ward 7, will actually expire August 13, 2022.

IT IS, THEREFORE, ORDERED that the term of Matthew McLaughlin to the Jackson Redevelopment Authority Board be modified to expire August 13, 2022.

Agenda Item No. 20
Agenda Date April 12, 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

This **ORDER AMENDING TERM EXPIRATION OF MR. MATTHEW MCLAUGHLIN TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD**, is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *City Attorney*

4/7/22

DATE

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

President Priester recognized **Mayor Chokwe Antar Lumumba** who presented **LaaWanda Horton** as a nominee for the Director of the Department of Administration for the City of Jackson, Mississippi. **LaaWanda Horton** read her personal statement to Council Members.

Thereafter, **President Priester** called for a vote:

Yeas- Banks, Foote, Lindsay, Priester and Tillman.

Nays- None.

Absent- Stamps and Stokes.

Note: Council Member Stamps returned to the meeting after the voting on said item and wanted the record to reflect his support of said item.

ORDER AUTHORIZING THE MAYOR TO APPOINT MR. MATTHEW MCLAUGHLIN TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD.

WHEREAS, the Jackson Redevelopment Authority Board consists of seven (7) members nominated by the Mayor for a term of five (5) years; and

WHEREAS, the term has expired for the Ward 7 representative, leaving a vacancy for that seat; and

WHEREAS, Mr. Matthew McLaughlin of Ward 7, after evaluation of his qualifications, has been nominated by the Mayor to fill this vacancy.

IT IS, THEREFORE, ORDERED that the Mayor's appointment of Matthew McLaughlin to the Jackson Redevelopment Authority Board be confirmed with said term to expire April 30, 2024.

President Priester moved adoption; **Council Member Banks** seconded.

President Priester recognized **Timothy Howard**, City Attorney who stated that an amendment was needed to change the expiration date from April 30, 2024 to April 13, 2022 to reflect JRA's five year staggered term.

President Priester moved, seconded by **Council Member Banks** to amend said order to reflect the changes as stated by **Attorney Howard**. The motion prevailed by the following vote:

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent- Stokes.

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, APRIL 30, 2019 10:00 A.M.**

WHEREAS, the Jackson Redevelopment Authority Board consists of seven (7) members nominated by the Mayor for a term of five (5) years; and

WHEREAS, the term has expired for the Ward 7 representative, leaving a vacancy for that seat; and

WHEREAS, Mr. Matthew McLaughlin of Ward 7, after evaluation of his qualifications, has been nominated by the Mayor to fill this vacancy.

IT IS, THEREFORE, ORDERED that the Mayor's appointment of Matthew McLaughlin to the Jackson Redevelopment Authority Board be confirmed with said term to expire April 13, 2022.

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent- Stokes.

There came on for consideration Agenda Item No. 2, Public Hearing:

**ORDER APPROVING THE APPLICATION OF WOODLAND HILLS
CONSERVATION ASSOCIATION, INC. FOR THE INSTALLATION OF A
PUBLIC ACCESS GATE ON GLEN WAY DRIVE BETWEEN PARCELS #3-20, #3-
40 AND ON RIDGE DRIVE BETWEEN PARCELS #3-1 & #3-61-5.**

President Priester recognized the following individuals who spoke in favor to approve the installation of a public access gates in Woodland Hills:

- **Mary Allice White** requested the Council to approve the installation of public access gates in order to enhance safety and security.
- **Elta Johnston** spoke in support of the installation of public access gates in Woodland Hills.
- **Jacob Stutzman** expressed concerns regarding traffic calming and urged the Council to approve the application for the installation of public access gates in Woodland Hills.
- **Lisa Wheaton** expressed concerns regarding security at her home and urged the Council to approve the installation of public access gates.
- **Molly Walker** expressed support for the approval of public access gates in Woodland Hills.
- **Sherry Gatlin** spoke in support of the installation of public access gates for security purposes.

There came on for consideration Agenda Item No. 3, Public Hearing:

**ORDER DENYING THE APPLICATION OF WOODLAND HILLS
CONSERVATION ASSOCIATION, INC. FOR THE INSTALLATION OF A
PUBLIC ACCESS GATE ON GLEN WAY DRIVE BETWEEN PARCELS #3-20, #3-**

OFFICE OF THE CITY ATTORNEY
[Signature]

ORDER AUTHORIZING PAYMENT OF \$8,464.46 TO NATIONWIDE INSURANCE AS FULL AND COMPLETE SETTLEMENT OF SUBROGATION CLAIM.

IT IS HEREBY ORDERED that payment in the amount of \$8,464.46 be made to Nationwide Insurance as full and complete settlement for any and all claims for damages paid by Nationwide Insurance on behalf of its insured Jimmy Newman due to a motor vehicle accident that occurred on August 31, 2021 with a City Bridges and Drainage vehicle.

APPROVED FOR AGENDA:

Consent Agenda
Agenda No. **21**
Agenda Date April 12, 2022
(C.Martin, Lumumba)

02/22/2022
{TBP}

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

02/22/2022
DATE

POINTS		COMMENTS	
1.	1. Brief Description/Purpose	ORDER AUTHORIZING PAYMENT OF \$8,464.46 TO NATIONWIDE INSURANCE, AS FULL AND COMPLETE SETTLEMENT OF SUBROGATION CLAIM	
2.	Public Policy Initiative 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A	
3.	Who will be affected	City of Jackson	
4.	Benefits	N/A	
5.	Schedule (beginning date)	N/A	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A	
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Office of the City Attorney	
8.	COST	\$8,464.46	
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	{GENERAL FUND}	
10.	EBO participation	ABE _____ %	WAIVER yes ___ no ___ N/A <u>X</u>
		AABE _____ %	WAIVER yes ___ no ___ N/A <u>X</u>
		WBE _____ %	WAIVER yes ___ no ___ N/A <u>X</u>
		HBE _____ %	WAIVER yes ___ no ___ N/A <u>X</u>
		NABE _____ %	WAIVER yes ___ no ___ N/A <u>X</u>

MEMO

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

DATE: February 22, 2022

RE: Settlement of Subrogation Claim for Nationwide Insurance (#14449)

On 8/31/21, claimant's insured, Jimmy Newman, was stopped at a red light when he was rear-ended by a city vehicle driven by Bridges and Drainage employee, Jonathan Armstrong (TK-758) causing damage to his 2018 Chrysler 300. Neither driver suffered physical injuries.

Nationwide Insurance provided a subrogation letter for damages totaling \$8,464.46, which includes Barnett's Body Shop repairs invoice in the amount of \$7,169.34, Enterprise rental car invoices in the amount of \$960.00 and \$335.12, and insured's deductible in the amount of \$500.00.

Pursuant to the attached memo from Carrie Johnson, Senior Deputy City Attorney, it is hereby recommended that the City settles this claim for \$8,464.46. The settlement recommendation represents the amount negotiated by the Risk Management Division to settle this claim.



**Carrie Johnson, Senior Deputy City Attorney
Office of the City Attorney**

CJ/tbp

Attachments

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
[Handwritten signature]

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT OF \$8,464.46 TO NATIONWIDE INSURANCE, AS FULL AND COMPLETE SETTLEMENT OF SUBROGATION CLAIM** is legally sufficient for placement in NOVUS Agenda.

[Handwritten signature of Carrie Johnson]

Carrie Johnson, Senior Deputy City Attorney

[Handwritten date: 3/28/2022]

DATE

Claim: 341920-GM Pol 6323J 045327 Claim: 341920-GM Ins: JIMMY L NEWMAN DoL: 08/31/2021 St: OpenAdj: Selisia M Schwarz (Claims Recovery Services Group 3 Unit 4)

Financials (Total Incurred: \$7,629.34): Checks

Check Number	Pay To	Gross Amount	Issue Date	Scheduled Send Date	Status	Bulk Invoice	Payment Method
43540167	EAN Services, LLC	\$960.00	10/07/2021	10/07/2021	Cleared	758278	EFT
43542795	Barnett's Body Shop	\$6,669.34	10/08/2021	10/08/2021	Cleared		EFT

THE CITY OF
JACKSON
MISSISSIPPI
OFFICE OF THE CITY ATTORNEY
Risk Management Division

February 16, 2022

Nationwide Insurance Company
P O Box 182068
Columbus, OH 43218-2068

RE: **Claim for Damages against the City of Jackson**
Your claim#: 341920-GM
Claim Number: 14449 Your Insured: Jimmy Newman
Date of Incident: 8/31/2021
Description of Claim: Property Damage

Dear Nationwide Claims Representative:

On November 16, 2021, the Risk Management Division received your claim regarding damage allegedly sustained to your insured's property on August 31, 2021. The claim has been investigated, and the Risk Management Division hereby indicates a willingness to recommend that the governing authorities settle the claim for the sum of \$8,464.46. The settlement recommendation is subject to the approval of the governing authorities for the City of Jackson.

The Risk Management Division willingness to recommend settlement of the claim should not be construed as an admission of liability. The recommendation for the settlement stems from a recognition that the City's best interest would be served by settlement as oppose to litigation. Moreover, the Risk Management Division willingness to recommend settlement of the claim should *not* be construed as a waiver of any requirement contained within the provisions of the Mississippi Tort Claims Act, including but not limited to the filing of a Notice of Claim or the time for filing suit.

Assuming the governing authorities consent and approve settlement by the payment of the above stated sum, we will require you to sign a release. You may be also required to complete a W9 form for processing of the settlement proceeds. Please acknowledge by signature below your receipt and understanding of the contents of this letter and return to the Risk Management Division. If you have any questions, please feel free to contact me at 601-960-1738.

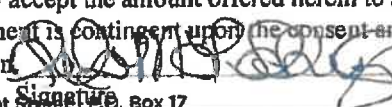
Sincerely,



Dornice W. Thurman, Claims Investigator
Risk Management Division

Acknowledgement and Receipt Section

I, Nationwide Representative, certify that I have read and understand the contents stated in this letter. I hereby accept the amount offered herein to settle my claim with the understanding that said offer of settlement is contingent upon the consent and approval of the governing authorities of the City of Jackson.



2/16/2022
Date



Nationwide

City Of Jackson Attn: Risk Management
Page 1 of 1

Date prepared November 11, 2021
Claim number 341920-GM
Policy number 6323J 045327
Questions? Contact Claims Associate
Selisia Schwarz
SCHWAS18@nationwide.com
Phone 515-508-4154
Fax 855-219-9254

RECEIVED

NOV 11 2021

RISK MANAGEMENT DIVISION

City Of Jackson Attn: Risk Management
PO BOX 17
RISK MANAGEMENT DIVISION
JACKSON, MS 39205-0017

**We're requesting
payment for this claim**

Dear City Of Jackson Attn: Risk Management,

We're writing regarding the claim we submitted for damages sustained to our insured's, JIMMY L NEWMAN, 2018 CHRY 300 LTD. Our completed claim form and supporting documentation are enclosed.

Please send payment of \$8464.46 to:

Nationwide Insurance
PO Box 855899
Minneapolis, MN 55485-5899

Please include our claim number on any payment or correspondence.
Please let me know if you need further documentation.

Claim details

Insurer: Nationwide Insurance Company of America
Loss date: August 31, 2021
Our insured: JIMMY L NEWMAN
Our claim number: 341920-GM
Your claim number: unknown

Thank you for your cooperation

If you have any questions on this matter, please contact me at 515-508-4154 or SCHWAS18@nationwide.com.

Sincerely,

Selisia Schwarz
Nationwide Insurance Company of America
P.O. Box 182068
Columbus, OH 43218-2068

L00412809036102620



Risk Management Division
REPORT OF PROPERTY DAMAGE
OR PERSONAL INJURY FORM

218 South President Street
Jackson, MS 39201
Office: 601-960-1039

I. Loss Information:
Name of Claimant: Nationwide Ins Co a/s/o Jimmy Newman
Name of Owner: Jimmy Newman
Address:
Date of Loss: 08/31/2021
Time of Loss: 12:55 PM
Describe what happened: Our insured vehicle was stopped at a red light when they were rear ended by a city vehicle driven by Jonathan Armstrong.
Location of Loss: Clinton Blvd and Hillsdale, Jackson MS
Police Case Number: 2021100832

II. Pothole/Utility Cut (Please complete Section II and IV)
Location/Address:
Nearest Intersecting Street:
Direction of Travel: North South East West
Left Lane Right Lane

III. Automobile Accident With A City Vehicle (Please complete Section II & IV):
Name of City Driver: Jonathan Armstrong
Vehicle Number:
Tag Number: G61097
Description of City Vehicle Involved: 2012 Ford Pickup
If injuries are involved, please complete the following: (if additional space is needed, please attach a separate sheet).
Name of Injured Party:
Address:
Describe Injury:
Where did injured party seek medical treatment?
Witness/Passenger: (if additional space is needed, please attach a separate sheet).
Witness Name:
Address:

IV. Vehicle/Property Information (Please attach any photos, estimates, receipts)
Vehicle Year/Make/Model: 2018 Chrysler 300M
Vehicle Mileage: na
Describe Property Damage: (Building, Home, Etc.) Vehicle, exhaust system, Wheels, tire, rear door, quarter panel, rear suspension, Rear lamps, rear bumper
Personal Insurance Coverage:
Do you possess any type of insurance coverage (automobile, homeowners, flood, etc.) that may cover this loss? Yes No
If yes, please list the name(s) of Insurance Company: Nationwide Insurance Company of America
Policy Number: 6323J 045327
Telephone Number(s): 515-508-4154
Do you plan to file this on your personal insurance policy? Yes No If yes, when? na

I certify that the information provided on this claim form is true and complete. I understand that false or misleading information provided will disqualify my claim for payment. I further understand that my claim will be processed in accordance with the Mississippi Tort Claims Act.

Person completing this form: Selisia ML Schwarz (Claims Rep)
Signature: [Handwritten Signature]
Date form completed: 11/11/21
Date: 11/11/2021

MAIL TO: City of Jackson, Risk Management Division, P.O. Box 17 Jackson, MS 39205-0017
Distribution: WHITE COPY Risk Management Division YELLOW COPY Claimant

Handwritten note: 11-16-2021

Barnett's Body Shop

Workfile ID:
PartsShare:

APVAZNEH
6qfKDh

Choose the Best
264 Highway 51, Ridgeland, MS 39157
Phone: (601) 856-0700
FAX: (601) 856-4292

Supplement of Record 4 with Summary

Customer: NEWMAN, JIMMY L

Job Number: 34255

Written By: Hardy Mangum, 10/7/2021 8:10:04 AM
Adjuster: Reed, James, (662) 367-3512 Business

Insured: NEWMAN, JIMMY L
Type of Loss: COLL - Collision
Point of Impact: 05 Right Rear

Policy #: 6323J 045327
Date of Loss: 8/31/2021 12:55 PM

Claim #: 341920-GM-1
Days to Repair: 0

Owner:
NEWMAN, JIMMY L
151 WILLIAM MCKINLEY CIR
JACKSON, MS 39213-3137
(601) 345-6196 Cell

Inspection Location:
Barnett's Body Shop
264 Highway 51
Ridgeland, MS 39157
Repair Facility
(601) 856-0700 Day

Insurance Company:
NATIONWIDE INS. CO. OF AMERICA
STAFF TOTALS
COLUMBUS

VEHICLE

2018 CHRY 300 Touring RWD 4D SED 6-3.6L Gasoline Sequential MPI Black

VIN: 2C3CCAAG3JH264465	Interior Color: Gray	Mileage In: 51,957	Vehicle Out: 10/1/2021
License: HNG 8146	Exterior Color: Black	Mileage Out:	
State: MS	Production Date: 2/2018	Condition:	Job #: 34255

TRANSMISSION

Automatic Transmission

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat

DECOR

Dual Mirrors
Tinted Glass
Console/Storage
Overhead Console

Wood Interior Trim

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Message Center
Steering Wheel Touch Controls
Telescopic Wheel

Climate Control
Backup Camera

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device

SEATS

Cloth Seats

Bucket Seats

Redining/Lounge Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Traction Control
Stability Control
California Emissions
Power Trunk/Liftgate

Supplement of Record 4 with Summary

Customer: NEWMAN, JIMMY L

Job Number: 34255

2018 CHRY 300 Touring RWD 4D SED 6-3.6L Gasoline Sequential MPI Black

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	# S03	Final Bill 10/6/2021 Note: FINAL BILL "repair authorization secured" Pay shop direct		1			
2	# S03						
3		EXHAUST SYSTEM					
4	S02 R&I	R&I exhaust assy rearward of manifolds Note: DROP TO INSTALL LATERAL ARM - SEE SUPPORTING PHOTOS				m 1.6	
5		WHEELS					
6	S02 Repl	RT/Rear Wheel, alloy 20" 7 Y-spoke black	5SH90JXYAB	1	742.00	m	0.3 M
7	# S01 Subl	Wheel Alignment		1	89.95	T	
8		TIRES					
9	* S02 Repl	SUMITOMO 245/45ZR20 HTRZ5 BW 103Y +25%	SU16040	1	270.16		Incl.
10	# S01 Rpr	Tire Mount & Balance					0.2 M
11		REAR DOOR					
12	* S01 Rpr	RT Outer panel (HSS)				5.0	2.0
13		Add for Clear Coat					0.8
14	* R&I	RT Belt molding				0.3	
15	R&I	RT Handle, outside billet				0.4	
16	R&I	RT R&I trim panel				0.5	
17	S01 R&I	RT Regulator module				0.6	
18		QUARTER PANEL					
19	* S01 Rpr	RT Quarter panel				5.0	2.2
20		Overlap Major Adj. Panel					-0.4
21		Add for Clear Coat					0.4
22	R&I	RT Wheelhouse liner				0.4	
23		REAR SUSPENSION					
24	S02 Repl	LT Ft lateral arm	68045330AC	1	327.00	m	0.8 M
25	S02 Repl	LT Ft lateral arm mount bolt to knuckle	6507099AA	1	5.70		
26	* S04 R&I	R&I susp crossmember as an assy Note: DROP TO INSTALL LATERAL ARM - SEE SUPPORTING PHOTOS				m	1.9 M
27	S02	Deduct for Overlap					-0.3 M
28		REAR LAMPS					
29	** S01 Repl	A/M CAPA RT Tail lamp assy w/smoked lens	68400295AA	1	472.00		0.4
30	Repl	RT Side marker lamp	68213844AD	1	48.85		0.2
31		REAR BUMPER					
32		O/H rear bumper				2.7	
33	** <> Repl	A/M CAPA Bumper cover w/o rev sensor	5PN46TZZAD	1	424.00	Incl.	3.2

Supplement of Record 4 with Summary

Customer: NEWMAN, JIMMY L

Job Number: 34255

2018 CHRY 300 Touring RWD 4D SED 6-3.6L Gasoline Sequential MPI Black

34			Overlap Major Non-Adj. Panel					-0.2
35			Add for Clear Coat					0.6
36	#	Subl	Flex &/or Related Repair Materials	1	8.00	T		
37	#	S02 Subl	Corrosion Protection	1	15.00	T		
38	#	Subl	Cover Car for Protection	1	10.00	T		
39	#	Subl	hazmat	1	5.00	T		
40	*	S01 Repl	Lower trim panel		68235679AB	1	<u>161.36</u>	Ind.
41	VEHICLE DIAGNOSTICS							
42	*	S01	Pre-repair scan	1		m		<u>0.5</u> M
43	#	S01 Rpr	Feather edge, prime and block					2.0
44	#	S02 Subl	TOWING PAYOUT (BURKETT'S TOWING)	1	1,225.00	T		
45	#	S02 Subl	TOWING	1	222.00	T		
46	#	S03	COVID-19 DISINFECT FEE	1	25.00			1.0
SUBTOTALS					4,051.02		23.5	8.6

NOTES

Estimate Notes:

10/6/2021---

FINAL BILL "repair authorization secured" Pay shop direct

Prior Damage Notes:

Windshield, Scrape on Right Front Door

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			2,476.07
Body Labor	18.5 hrs @	\$ 65.00 /hr	1,202.50
Paint Labor	8.6 hrs @	\$ 65.00 /hr	559.00
Mechanical Labor	5.0 hrs @	\$ 95.00 /hr	475.00
Paint Supplies	8.6 hrs @	\$ 48.00 /hr	412.80
Miscellaneous			1,574.95
Subtotal			6,700.32
Sales Tax	\$ 6,700.32 @	7.0000 %	469.02
Grand Total			7,169.34
Deductible			500.00
CUSTOMER PAY			500.00
INSURANCE PAY			6,669.34

Supplement of Record 4 with Summary

Customer: NEWMAN, JIMMY L

Job Number: 34255

2018 CHRY 300 Touring RWD 4D SED 6-3.6L Gasoline Sequential MPI Black

SUPPLEMENT SUMMARY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
Changed Items							
26	S02	R&I R&I susp crossmember as an assy				m -3.8 M	
		NOTE: DROP TO INSTALL LATERAL ARM - SEE SUPPORTING PHOTOS					
26	*	S04 R&I R&I susp crossmember as an assy				m 1.9 M	
		NOTE: DROP TO INSTALL LATERAL ARM - SEE SUPPORTING PHOTOS					
SUBTOTALS					0.00	-1.9	0.0

TOTALS SUMMARY

Category	Basis	Rate	Cost \$
Parts			0.00
Mechanical Labor	-1.9 hrs @	\$ 95.00 /hr	-180.50
Subtotal			-180.50
Sales Tax	\$ -180.50 @	7.0000 %	-12.64
Total Supplement Amount			-193.14
NET COST OF SUPPLEMENT			-193.14

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	3,346.53	JAMES REED
Supplement S01	1,395.53	Hardy Mangum
Supplement S02	2,524.12	Hardy Mangum
Supplement S03	96.30	Hardy Mangum
Supplement S04	-193.14	Hardy Mangum
Job Total:	\$ 7,169.34	
CUSTOMER PAY:	\$ 500.00	
INSURANCE PAY:	\$ 6,669.34	

This is a preliminary estimate. Additional changes to the estimate may be required for the actual repair.

Customer: NEWMAN, JIMMY L

Job Number: 34255

2018 CHRY 300 Touring RWD 4D SED 6-3.6L Gasoline Sequential MPI Black

The limit of your coverage is the actual cash value of your auto or its damaged parts at the time of loss. Fair market value, age and condition of your damaged vehicle will be considered when determining the actual cash value of a loss. Certain parts lose value or depreciate because of age, condition, and/or wear and tear. Betterment is the increase in value of a vehicle or any of its parts as a result of replacing certain parts damaged in a loss. If the replacement of certain parts results in an increase in value to your vehicle or any of its parts, a deduction for betterment may be made to your loss payment to reflect the actual cash value you are owed under your policy.

CAPA=Certified Automotive Parts Association

THE FOLLOWING IS AN ADDITIONAL LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED: ASSY=ASSEMBLY, MLDG=MOULDING, CK=CHECK, W'STRIP=WEATHERSTRIP, TEMP=TEMPERATURE, W/S=WINDSHIELD, PKG=PACKAGE, AC=AIR CONDITIONING, EXTN=EXTENSION, LED=LIGHT EMITTING DIODE, SNSR=SENSOR, TRANS=TRANSMISSION, TRNSFR=TRANSFER, QTR=QUARTER, LWR=LOWER, CTR=CENTER, PLR=PILLAR, UPR=UPPER, REINF=REINFORCEMENT, OPNG=OPENING, AUTO TRANS=AUTOMATIC TRANSMISSION, SUSP=SUSPENSION, CNTRL=CONTROL, PWR=POWER, 4WD=4 WHEEL DRIVE, 2WD=2 WHEEL DRIVE, AWD=ALL WHEEL DRIVE, EPC=ENVIRONMENTAL PROTECTION CHARGE, BRKT=BRACKET, REV = REVERSE

This is an estimate only and not an authorization to repair. Additional payment will be made only with the approval prior to repair.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THE AFTERMARKET CRASH PARTS USED IN THE PREPARATION OF THIS ESTIMATE ARE WARRANTED BY THE MANUFACTURER OR DISTRIBUTOR OF SUCH PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THE AFTERMARKET CRASH PARTS USED IN THE PREPARATION OF THIS ESTIMATE ARE WARRANTED BY THE MANUFACTURER OR DISTRIBUTOR OF SUCH PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

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Customer: NEWMAN, JIMMY L

2018 CHRY 300 Touring RWD 4D SED 6-3.6L Gasoline Sequential MPI Black

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR3NW11, CCC Data Date 10/01/2021, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2022 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Customer: NEWMAN, JIMMY L

Job Number: 34255

2018 CHRY 300 Touring RWD 4D SED 6-3.6L Gasoline Sequential MPI Black

*****Appraisal Guarantee*****

The vehicle owner is guaranteed that this appraisal:

- is fairly priced and includes all damage related to the accident that was evident when the vehicle was appraised; and
- will also include in the repairs and the settlement any hidden or missed damage caused by the accident.

In addition, your assigned claim representative will be available to assist in resolving any concerns you, the vehicle owner, may have about the quality of repairs.

This appraisal guarantee includes the replacement of any defective like kind and quality (used, reconditioned or remanufactured) and any non-OEM parts for as long as the owner named above owns the vehicle.

This is limited to repairs and parts specified on the attached appraisal.

Supplement of Record 4 with Summary

Customer: NEWMAN, JIMMY L

Job Number: 34255

2018 CHRY 300 Touring RWD 4D SED 6-3.6L Gasoline Sequential MPI Black

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
29	Keystone 865 BOLING STREET JACKSON MS 39209 (601) 948-8222	#CH2801212C A/M CAPA RT Tail lamp assy w/smoked lens Quote: 1010955913 Expires: 11/05/21	\$ 472.00
33	Keystone-Insurance-A-Jackson-1 865 BOLING STREET JACKSON MS 39209 (800) 939-9669 (601) 948-8222	#CH1100999C A/M CAPA Bumper cover w/o rev sensor Quote: 991674033 Expires: 10/15/21	\$ 424.00
40	Gossett Motors 1825 Covington Pike Memphis TN 38128	#68235679AB Lower trim panel Quote: 1022330291 Expires: 10/28/21	\$ 161.36



Rental Company: ENTERPRISE RENT-A-CAR
Invoice#: D49YJXH-553A
Alternate Invoice Number: 49YJXH

Bill To: NAT77CO
 NATIONWIDE CLAIMCENTER (GUIDEWIRE CLAIMS ONLY)
 ATTN: RMS NONDRIVE
 1000 NATIONWIDE DR
 HARRISBURG, PA 171109775

RENTER INFORMATION:
 Renter: NEWMAN, JIMMY L

RENTAL INFORMATION:
Rental Branch Location:
 ENTERPRISE RENT-A-CAR(553A)
 440 HIGHWAY 80 E
 CLINTON, MS 390564720
 (601) 924-1659

ADDITIONAL CLAIM INFORMATION:
 Claim Number 341920-GM
 Claim Type: Insured
 Vehicle Condition: Non-Driveable
 Date Of Loss: 8/31/21
 Insured Name: JIMMY L NEWMAN
 Owner's Vehicle: 2018 OTHER|CHRY300 LTD
 Additional Driver:
Repair Facility:
 BARNETT'S BODY SHOP RIDGELAND
 RIDGELAND, MS 39073
 (601) 856-0700

RENTAL DETAIL:

Rental Period: 8/31/21 to 10/4/21 (35 days)

Billed Period: 8/31/21 to 10/1/21 (32 days)

	Quantity	Rate	Amount
Products and Services			
TIME & DISTANCE	4	39.25	\$157.00
TIME & DISTANCE	31	33.00	\$1,023.00
YOUNG RENTER FEE	35	0.00	\$0.00
CUSTOMER SATISFACTION	1	(4.31)	(\$4.31)
Taxes and Surcharges			
RENTAL SALES TAX	1	5.00%	\$58.78
MOTOR VEHICLE RENTAL TAX	1	6.00%	\$60.65
Total Charges:			\$1,295.12
Less Amount Received:			\$335.12
Total Amount Due:			\$960.00

VEHICLES RENTED:

Effective Date and Time	Year	Make	Model	VIN	Starting Mileage	Ending Mileage	Mileage	Rate Charged
8/31/21 5:18 PM	2020	FORD	F15C	1FTEW1C58LFA23772	30161	31110	949	\$39.25
9/4/21 12:00 AM	2020	FORD	F15C	1FTEW1C58LFA23772	30161	31110	949	\$33.00

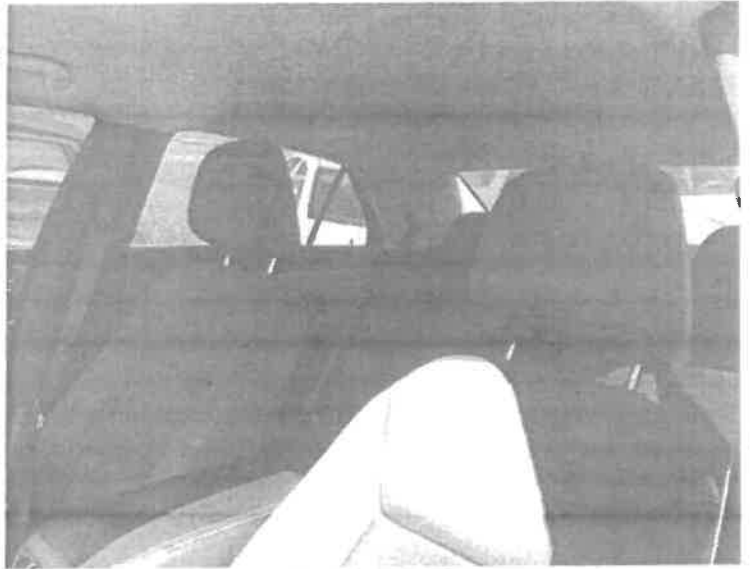
Rental Invoice

Please Return This Portion with Remittance

Make Payment To:
 ENTERPRISE RENT-A-CAR
 P.O. BOX 840086
 KANSAS CITY, MO 64184-0086
 Federal ID:43-0724835

Total Charges: \$1,295.12
Less Amount Received: \$335.12
Total Amount Due: **\$960.00**

Please include on your check:
 Invoice#: D49YJXH-553A



RECEIVED

NOV 16 2021

RISK MANAGEMENT DIVISION



