

BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on May 24, 2022, being the fourth 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; Constance White, Chief Deputy Clerk of Council; Victor Allen, Chief Deputy Clerk of Council and Catoria Martin, City Attorney.

Absent: None.

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

The invocation was offered by **Minister Edgar Lewis of Edgar Lewis Ministries**

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

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

ORDER GRANTING QUIK TRIP'S REQUEST TO ERECT A 173 SQUARE FOOT GROUND SIGN 65 FEET IN HEIGHT WITHIN A C-3 ZONE WHICH ONLY ALLOWS A MAXIMUM HEIGHT OF 35 FEET FOR GROUND SIGNS.

President Lindsay recognized **Dillon King, Representative of Copeland, Cook, Taylor, & Bush** who spoke in favor of Quik Trip's request to erect 173 square foot ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs.

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

ORDER DENYING QUIK TRIP'S REQUEST FOR A SIGN VARIANCE TO ERECT A 173 SQUARE FOOT GROUND SIGN 65 FEET IN HEIGHT WITHIN A C-3 ZONE WHICH ONLY ALLOWS A MAXIMUM HEIGHT OF 35 FEET FOR GROUND SIGNS.

There was no opposition from the public.

President Lindsay requested that Agenda Item No. 17 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER GRANTING QUIK TRIP'S REQUEST TO ERECT A 173 SQUARE FOOT GROUND SIGN 65 FEET IN HEIGHT WITHIN A C-3 ZONE WHICH ONLY ALLOWS A MAXIMUM HEIGHT OF 35 FEET FOR GROUND SIGNS.

WHEREAS, the public health, safety or general welfare of the community may require that variances be granted in specific cases as set forth in the Sign Ordinance, Sections 102-26, et seq., of the Jackson Code of Ordinances; and

WHEREAS, pursuant to Section 102-40, no action by the City Council may be taken concerning a variance from the sign regulations until after a public hearing in relation thereto, at which, parties in interest and the general citizenry shall have an opportunity to be heard; and

WHEREAS, no variance from the Sign Ordinance shall be passed by the City Council unless and until an application seeking the variance is filed with the Signs and License Division with such application containing, at a minimum, a legal description, location map, plot plan, the exact nature of the requested variance, the grounds upon which it is requested, and/or such other information as may be required by the Signs and License Division Manager; and

WHEREAS, said variance application shall also demonstrate that:

1. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district;
2. The literal interpretation of the provisions of the Sign Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance;
3. The special conditions and circumstances do not result from actions of the applicant; and
4. Granting the variance requested will not confer upon the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

WHEREAS, Quik Trip, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect 173 square feet ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs.

IT IS, THEREFORE, ORDERED that Quik Trip is hereby granted a variance from the Sign Ordinance regulations to erect 173 square feet ground sign 65 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs, it being determined that the parties in interest and the general citizenry first had their opportunity to be heard and that the applicant has met the necessary criteria for the requested variance.

IT IS FURTHER ORDERED that the City Council has considered the variance application and grants the variance requested therein based on a finding that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are applicable to other lands, structures, or buildings in the same district; the literal interpretation of the provision of the Sign Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance; and granting the variance requested will not grant the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

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

President Lindsay stated there was a recommended amendment to change the allowed height of the sign from “65 feet” to “56.5 feet” in the header and the 5th WHEREAS paragraph.

Council Member Stokes moved; seconded by **Vice President Lee**, to amend said order to reflect the changes as stated by **President Lindsay**. 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 GRANTING QUIK TRIP'S REQUEST TO ERECT A 173 SQUARE FOOT GROUND SIGN 56.5 FEET IN HEIGHT WITHIN A C-3 ZONE WHICH ONLY ALLOWS A MAXIMUM HEIGHT OF 35 FEET FOR GROUND SIGNS.

WHEREAS, the public health, safety or general welfare of the community may require that variances be granted in specific cases as set forth in the Sign Ordinance, Sections 102-26, et seq., of the Jackson Code of Ordinances; and

WHEREAS, pursuant to Section 102-40, no action by the City Council may be taken concerning a variance from the sign regulations until after a public hearing in relation thereto, at which, parties in interest and the general citizenry shall have an opportunity to be heard; and

WHEREAS, no variance from the Sign Ordinance shall be passed by the City Council unless and until an application seeking the variance is filed with the Signs and License Division with such application containing, at a minimum, a legal description, location map, plot plan, the exact nature of the requested variance, the grounds upon which it is requested, and/or such other information as may be required by the Signs and License Division Manager; and

WHEREAS, said variance application shall also demonstrate that:

1. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district;
2. The literal interpretation of the provisions of the Sign Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance;
3. The special conditions and circumstances do not result from actions of the applicant; and
4. Granting the variance requested will not confer upon the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

WHEREAS, Quik Trip, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect 173 square feet ground sign 56.5 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs.

IT IS, THEREFORE, ORDERED that Quik Trip is hereby granted a variance from the Sign Ordinance regulations to erect 173 square feet ground sign 56.5 feet in height within a C-3 zone which only allows a maximum height of 35 feet for ground signs, it being determined that the parties in interest and the general citizenry first had their opportunity to be heard and that the applicant has met the necessary criteria for the requested variance.

IT IS FURTHER ORDERED that the City Council has considered the variance application and grants the variance requested therein based on a finding that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are applicable to other lands, structures, or buildings in the same district; the literal interpretation of the provision of the Sign Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance; and granting the variance requested will not grant the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

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

Nays – None.

Absent – None.

APPROVAL OF THE APRIL 26, 2022 SPECIAL COUNCIL MEETING MINUTES.

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

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

Nays – Grizzell.
Absent – None.

APPROVAL OF THE MAY 2, 2022 SPECIAL COUNCIL MEETING MINUTES.

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

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

APPROVAL OF THE MAY 6, 2022 SPECIAL COUNCIL MEETING MINUTES.

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

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

There came on for Introduction, Agenda Item No. 8:

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING DALTON STREET (FROM DR. ROBERT SMITH PARKWAY TO CENTRAL STREET) TO HEZEKIAH WATKINS DRIVE. Said item was placed in the Public Property Renaming & Special Recognition Ad-Hoc Committee.

There came on for Introduction, Agenda Item No. 9:

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI DESIGNATING JUNETEENTH AS AN OFFICIAL HOLIDAY. President Lindsay stated that the said item would be placed on the next Regular Council agenda to be held on June 7, 2022.

ORDER APPROVING CLAIMS NUMBER 27255 to 27310 APPEARING AT PAGES 107 TO 138 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$4,863,824.10 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 27255 to 27310 appearing at pages 107 to 138, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$4,863,824.10 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:

TO	
ACCOUNTS PAYABLE	
FROM:	FUND
GENERAL FUND	785,029.04
SEIZURE & FORF PROP-STATE	1,214.20
TECHNOLOGY FUND	3,699.82
PARKS & RECR. FUND	56,464.50

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, MAY 24, 2022 10:00 A.M.**

136

LANDFILL SANITATION FUND	833,249.90
STATE TORT CLAIMS FUND	22,598.53
WATER/SEWER OP & MAINT FUND	443,598.12
WATER/SEWER CAPITAL IMPR FUND	1,209,802.00
EMPLOYEES GROUP INSURANCE FUND	325.00
EARLY CHILDHOOD (DAYCARE)	1,882.65
HOUSING COMM DEV ACT (CDBG) FD	29,106.89
HOME PROGRAM FUND	270.22
TITLE III AGING PROGRAMS	28,510.00
MADISON SWEAGE DISP OP & MAINT	19.07
WATER/SEWER CAP IMP NOTE 7M	29,232.38
TRANSPORTATION FUND	42,134.02
P E G ACCESS – PROGRAMMING FUND	7,291.28
CONVEN REFUNDING SERIES 2013A	1,375.00
HUMAN AND CULTURE GRANTS	39,989.78
MHC BLIGHT ELIMINATION PROGRAM	9,750.00
MODERNIZATION TAX	82,615.84
ESG COVID CARES ACT	63,791.68
CDBG COVID CARES	31,350.00
ZOOLOGICAL PARK	6,411.40
AMERICAN RESUCE PLAN ACT 2021	1,121,341.26
2021 G O BOND 16.9M	400.00
LIBRARY FUND	9,453.50
DFA-SB2971-PETE BROWN GOLF	2,918.02
TOTAL	<u>\$ 4,863,824.10</u>

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

President Lindsay recognized **Louis Wright, Chief Administrative Officer**, who provided a brief overview of the Claims Docket at the request of **Council Member Banks**.

President Lindsay recognized **Council Member Banks** who moved; seconded by **Council Member Stokes** to amend claims to remove vendor 401649 - Richards Disposal, Inc. in the amount of \$808,035.00 from the claims docket. The motion prevailed by the following vote:

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

Nays – Grizzell and Lee.

Absent – None.

President Lindsay recognized **Terry Williamson, Office of the City Attorney**, who provided a brief overview of said item.

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

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	785,029.04
SEIZURE & FORF PROP-STATE	1,214.20
TECHNOLOGY FUND	3,699.82
PARKS & RECR. FUND	56,464.50
LANDFILL SANITATION FUND	25,214.90

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, MAY 24, 2022 10:00 A.M.**

137

STATE TORT CLAIMS FUND	22,598.53
WATER/SEWER OP & MAINT FUND	443,598.12
WATER/SEWER CAPITAL IMPR FUND	1,209,802.00
EMPLOYEES GROUP INSURANCE FUND	325.00
EARLY CHILDHOOD (DAYCARE)	1,882.65
HOUSING COMM DEV ACT (CDBG) FD	29,106.89
HOME PROGRAM FUND	270.22
TITLE III AGING PROGRAMS	28,510.00
MADISON SWEAGE DISP OP & MAINT	19.07
WATER/SEWER CAP IMP NOTE 7M	29,232.38
TRANSPORTATION FUND	42,134.02
P E G ACCESS – PROGRAMMING FUND	7,291.28
CONVEN REFUNDING SERIES 2013A	1,375.00
HUMAN AND CULTURE GRANTS	39,989.78
MHC BLIGHT ELIMINATION PROGRAM	9,750.00
MODERNIZATION TAX	82,615.84
ESG COVID CARES ACT	63,791.68
CDBG COVID CARES	31,350.00
ZOOLOGICAL PARK	6,411.40
AMERICAN RESUCE PLAN ACT 2021	1,121,341.26
2021 G O BOND 16.9M	400.00
LIBRARY FUND	9,453.50
DFA-SB2971-PETE BROWN GOLF	2,918.02
TOTAL	<u>\$ 4,055,789.10</u>

Yeas – Foote, Grizzell, Lee and Lindsay.

Nays – Banks, Hartley and Stokes.

Absent – None.

**ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL
DEDUCTION CLAIMS NUMBERED 27255 TO 27310 AND MAKING
APPROPRIATION FOR THE PAYMENT THEREOF.**

IT IS HEREBY ORDERED that payroll deduction claims numbered 27255 to 27310 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$105,565.79 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND	TO PAYROLL FUND
GENERAL FUND		2,159,945.68
PARKS & RECR FUND		84,799.98
LANDFILL FUND		14,907.70
SENIOR AIDES		3,264.19
WATER/SEWER OPER & MAINT		219,548.82
PAYROLL	105,565.79	
EARLY CHILDHOOD		20,523.46

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, MAY 24, 2022 10:00 A.M. 138**

HOUSING COMM DEV		9,682.45
TITLE III AGING PROGRAMS		5,622.24
TRANSPORTATION FUND		13,111.62
PEG ACCESS-PROGRAMMING FUND		6,145.50
2020 SAKI GRAND DOJ		7,350.76
ZOOLOGICAL PARK		27,470.65
AMERICAN RESCUE PLAN ACT 2021		57,798.77

TOTAL \$2,630,171.82

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. 12:

ORDER APPOINTING CHARLES R. CARR TO THE JACKSON HOUSING AUTHORITY BOARD. **President Lindsay** stated that the said item would be placed on the next Regular Council agenda to be held on June 7, 2022.

There came on for consideration, Agenda Item No. 13:

ORDER CONFIRMING THE MAYOR’S APPOINTMENT OF DR. GERALDINE B. CHANEY TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD. **President Lindsay** stated that the said item would be placed on the next Regular Council agenda to be held on June 7, 2022.

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

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

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

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

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

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

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

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

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

WHEREAS, Lacey Loftin Consulting, LLC will continue to validate the transaction and budget data for the OpenGov Budget Transparency Portal; and

WHEREAS, Lacey Loftin Consulting, LLC will liaison with the Mississippi Department of Health and report to the Mayor’s Taskforce with regard to any ongoing pandemic updates for the City of Jackson; and

WHEREAS, Lacey Loftin Consulting, LLC will serve as the JPD Project Manager for the migration of Cisco data; and

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to enter into an agreement with Lacey Loftin Consulting, LLC for data science services in FY 2022-2023 with options for annual services renewal through FY 2024-2025 at the rate of \$75,000.00.

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

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

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

Nays – None.

Absent – None.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MORRIS AND MCDANIEL, INC. TO DEVELOP AND RENDER ONLINE TESTING AND PSYCHOLOGICAL EVALUATIONS FOR JACKSON FIRE DEPARTMENT RECRUIT APPLICANTS.

WHEREAS, the Jackson Fire Department has vacancies for the position of Fire Recruit; and

WHEREAS, the City of Jackson Civil Service Commission has adopted rules which address the filling of entry-level vacancies in the Jackson Fire Department; and

WHEREAS, rules of the City of Jackson Civil Service Commission provide that the Commission may from time to time designate other agencies or specialists to serve as examination consultants with duties being assigned by the Commission; and

WHEREAS, the City of Jackson Civil Service Commission considered and approved a request of the Jackson Fire Department and the Department of Human Resources on April 12, 2018 to retain Morris and McDaniel, Inc., as a specialist to conduct testing for the entry level positions and also psychological evaluations; and

WHEREAS, Morris and McDaniel, Inc., have been assigned the task of developing an online test and conducting psychological evaluations for entry level applicants seeking admission to the Jackson Fire Department Training Academy; and

WHEREAS, Morris and McDaniel, Inc., has an office located at 741 North Congress Street, Jackson, Mississippi; and

WHEREAS, David M. Morris, Ph.D., J.D. is a principal with Morris and McDaniel, Inc., and has been approved and licensed by the Mississippi Board of Psychology as a psychologist and is capable and qualified to perform the psychological evaluations contemplated; and

WHEREAS, Judith Thompson is associated with Morris and McDaniel, Inc., and is a psychometric and member of the National Association of psychometrics and has experience in writing test items and conducting analysis on ability and knowledge-based achievement tests; and

WHEREAS, Morris and McDaniel, Inc., have agreed to provide the online entry level examination at a cost of \$30.00 per applicant and psychological evaluations at the rate of \$230.00 per applicant with a not to exceed amount of \$175,000.00; and

WHEREAS, Morris and McDaniel, Inc., will also provide on-site visits associated with setting up and maintaining the on-line system at a cost of \$250.00 per visit when requested; and

WHEREAS, the City will be invoiced monthly and payment will become due thirty (30) days from the invoice date; and

WHEREAS, the term of the contract will be one (1) year from the date of execution of the agreement but may be extended for additional terms mutually agreed upon; and

WHEREAS, the term of the contract will be one (1) year from the date of execution of the agreement but may be extended for additional terms mutually agreed upon; and

WHEREAS, Morris and McDaniel, Inc., will use, develop, implement, and administer the testing in compliance with the applicable requirements of (a) Title VII of the Civil Rights Act of 1964; (b) the current version of the Equal Employment Opportunity's Commission's Uniform Guidelines on Employee Selection Procedures; (c) the current version of the Society of Industrial and Organizational Psychologists' Principles for the Validation and Use of Personnel Selection Procedures; (d) the current version of the American Psychological Association's Standards for Education and Psychological Testing; and (e) any other applicable laws, rules, regulations, or professional standards governing its duties and responsibilities under the contract; and

WHEREAS, conflicts between legal requirements and non-legal professional requirements will be resolved by allowing the legal requirements to govern; and

WHEREAS, conflicts regarding professional standards will be resolved by using the standard that most accurately reflects the current state of psychological testing requirements as determined by Morris and McDaniel, Inc., and its personnel; and

WHEREAS, both parties agree not to discriminate against nay worker, employee, applicant, or member of the public because of race, creed, color, religion, sex, age, or national origin or otherwise commit a discriminatory employment practice; and

WHEREAS, Morris and McDaniel, Inc., will indemnify, defend at the City's option, and hold the City, its officials, employees, agents, and representatives harmless from acts and omissions which do not directly arise out of the performance of professional services, including acts, errors, or omissions normally covered by general and automobile liability insurance; and

WHEREAS, Morris and McDaniel, Inc., obligation to indemnify and defend the City does not apply to claims arising out of the City's sole negligence; and

WHEREAS, prior to commencing work, Morris and McDaniel, Inc., will furnish the City with Certificates of Insurance at its own expense providing for workers compensation coverage within statutory requirements, general commercial liability including premises and operations, contractual, independent contractor, and broad form property damage coverages with minimum limits of \$2,000,000.00 for general aggregate project and products liability and \$1,000,000.00 for personal and advertising injury; and

WHEREAS, prior to commencing work, Morris and McDaniel, Inc., will also furnish the City with errors and omission coverage in an amount not to exceed less than \$1,000,000.00 for each wrongful act, and shall maintain the coverage for three (3) years from the date of termination of the agreement; and

WHEREAS, the City may withhold payment to the Contractor if the insurance requirements are not met or may pay renewal premiums and withhold same from monies due Morris and McDaniel, Inc., at its option; and

WHEREAS, Morris and McDaniel, Inc., relationship to the City is as an independent contractor and shall not be considered a joint venture, partner or agent of the City and shall have no authority to bind or obligate the City; and

WHEREAS, the officers, employees, agents, and subcontractors of Morris and McDaniels, Inc., not be considered to be officers, employees, or agents of the City; and

WHEREAS, Morris and McDaniel, Inc., will be prohibited from assigning its obligations under the contract without the prior written consent of the City and an assignment without the consent of the City may result in termination of the agreement; and

WHEREAS, the agreement is not subject to involuntary assignment, sale, or transfer by operation of law; and

WHEREAS, proceedings in bankruptcy, insolvency of Morris and McDaniel, Inc., or receivership which is not discharged within fifteen (15) days shall constitute a breach of the agreement and may terminate the agreement and the rights of Morris and McDaniel's at the City's option; and

WHEREAS, the agreement may be terminated for cause upon the expiration of fourteen (14) days if the default can be cured by payment or posting of money, bond, or other security for money due; and

WHEREAS, the agreement may be terminated for cause after the expiration of a twenty-one (21) day cure period if the default can't be cured by the payment or deposit of money or security; and

WHEREAS, if the default is of a nature that may not be cured within twenty-one (21) days, then the defaulting party shall have a reasonable time to cure which shall not be greater than times required by statutes, laws, ordinances, rules, and regulations or Order of the City of Jackson or the State of Mississippi and shall be based on a written schedule of performance and supporting documentation indicating the shortest period in which to cure the default; and

WHEREAS, if the default can't be cured, the non-defaulting party may terminate on ten (10) days prior written notice; and

WHEREAS, the agreement may be terminated for the convenience of any party and without cause at any time by the giving of one (1) month prior written notice designating the termination date with the stipulation that payments for testing and psychological evaluations completed prior to the designated termination date will be paid; and

WHEREAS, if the City terminates for cause and it is determined by a competent authority that the termination for cause was not proper, then the termination shall be deemed to be a termination of convenience; and

WHEREAS, the City will also have the right to perform the obligations of Morris and McDaniel's after the expiration of applicable periods of time for making payment, performing, or curing defaults, and Morris and McDaniel, Inc., shall pay the cost on the first day of the month following the date costs were paid and incurred by the City; and

WHEREAS, a schedule for the work to be performed will be agreed upon by the parties subsequent to execution of the contract and shall be incorporated into the provisions of the agreement; and

WHEREAS, no provision in the agreement shall be waived unless in writing signed by the party.

IT IS, HEREBY ORDERED that the Mayor be authorized to execute a contract with Morris and McDaniel, Inc., for the purposes stated in this order and consistent with the City of Jackson Civil Service Commission's designation.

IT IS, FURTHER ORDERED that the Mayor, or his designee, be authorized to execute any and all documents necessary to facilitate the terms of this Agreement.

IT IS FURTHER ORDERED that the sum of \$30.00 per applicant may be paid for the entry level online testing and the sum of \$230.00 per applicant for psychological evaluations may be paid with a not to exceed amount of \$175,000.00.

IT IS FURTHER ORDERED that the sum of \$250.00 per visit may be paid for on-site visits made for setting up testing.

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

President Lindsay recognized **Vice President Lee** moved; seconded by **Council Member Grizzell**, to amend said order to change "\$175,000.00 to \$25,000.00 throughout the entire order. The motion prevailed by the following vote:

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

Nays – None.

Absent – None.

President Lindsay recognized **Toya Martin, Director of Human Resources** and **Carrie Johnson, Deputy City Attorney**, who provided a brief overview of said item.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MORRIS AND MCDANIEL, INC. TO DEVELOP AND RENDER ONLINE TESTING AND PSYCHOLOGICAL EVALUATIONS FOR JACKSON FIRE DEPARTMENT RECRUIT APPLICANTS.

WHEREAS, the Jackson Fire Department has vacancies for the position of Fire Recruit; and

WHEREAS, the City of Jackson Civil Service Commission has adopted rules which address the filling of entry-level vacancies in the Jackson Fire Department; and

WHEREAS, rules of the City of Jackson Civil Service Commission provide that the Commission may from time to time designate other agencies or specialists to serve as examination consultants with duties being assigned by the Commission; and

WHEREAS, the City of Jackson Civil Service Commission considered and approved a request of the Jackson Fire Department and the Department of Human Resources on April 12, 2018 to retain Morris and McDaniel, Inc., as a specialist to conduct testing for the entry level positions and also psychological evaluations; and

WHEREAS, Morris and McDaniel, Inc., have been assigned the task of developing an online test and conducting psychological evaluations for entry level applicants seeking admission to the Jackson Fire Department Training Academy; and

WHEREAS, Morris and McDaniel, Inc., has an office located at 741 North Congress Street, Jackson, Mississippi; and

WHEREAS, David M. Morris, Ph.D., J.D. is a principal with Morris and McDaniel, Inc., and has been approved and licensed by the Mississippi Board of Psychology as a psychologist and is capable and qualified to perform the psychological evaluations contemplated; and

WHEREAS, Judith Thompson is associated with Morris and McDaniel, Inc., and is a psychometric and member of the National Association of psychometrics and has experience in writing test items and conducting analysis on ability and knowledge-based achievement tests; and

WHEREAS, Morris and McDaniel, Inc., have agreed to provide the online entry level examination at a cost of \$30.00 per applicant and psychological evaluations at the rate of \$230.00 per applicant with a not to exceed amount of \$25,000.00; and

WHEREAS, Morris and McDaniel, Inc., will also provide on-site visits associated with setting up and maintaining the on-line system at a cost of \$250.00 per visit when requested; and

WHEREAS, the City will be invoiced monthly and payment will become due thirty (30) days from the invoice date; and

WHEREAS, the term of the contract will be one (1) year from the date of execution of the agreement but may be extended for additional terms mutually agreed upon; and

WHEREAS, the term of the contract will be one (1) year from the date of execution of the agreement but may be extended for additional terms mutually agreed upon; and

WHEREAS, Morris and McDaniel, Inc., will use, develop, implement, and administer the testing in compliance with the applicable requirements of (a) Title VII of the Civil Rights Act of 1964; (b) the current version of the Equal Employment Opportunity's Commission's Uniform Guidelines on Employee Selection Procedures; (c) the current version of the Society of Industrial and Organizational Psychologists' Principles for the Validation and Use of Personnel Selection Procedures; (d) the current version of the American Psychological Association's Standards for Education and Psychological Testing; and (e) any other applicable laws, rules, regulations, or professional standards governing its duties and responsibilities under the contract; and

WHEREAS, conflicts between legal requirements and non-legal professional requirements will be resolved by allowing the legal requirements to govern; and

WHEREAS, conflicts regarding professional standards will be resolved by using the standard that most accurately reflects the current state of psychological testing requirements as determined by Morris and McDaniel, Inc., and its personnel; and

WHEREAS, both parties agree not to discriminate against nay worker, employee, applicant, or member of the public because of race, creed, color, religion, sex, age, or national origin or otherwise commit a discriminatory employment practice; and

WHEREAS, Morris and McDaniel, Inc., will indemnify, defend at the City's option, and hold the City, its officials, employees, agents, and representatives harmless from acts and omissions which do not directly arise out of the performance of professional services, including acts, errors, or omissions normally covered by general and automobile liability insurance; and

WHEREAS, Morris and McDaniel, Inc., obligation to indemnify and defend the City does not apply to claims arising out of the City's sole negligence; and

WHEREAS, prior to commencing work, Morris and McDaniel, Inc., will furnish the City with Certificates of Insurance at its own expense providing for workers compensation coverage within statutory requirements, general commercial liability including premises and operations, contractual, independent contractor, and broad form property damage coverages with minimum limits of \$2,000,000.00 for general aggregate project and products liability and \$1,000,000.00 for personal and advertising injury; and

WHEREAS, prior to commencing work, Morris and McDaniel, Inc., will also furnish the City with errors and omission coverage in an amount not to exceed less than \$1,000,000.00 for

each wrongful act, and shall maintain the coverage for three (3) years from the date of termination of the agreement; and

WHEREAS, the City may withhold payment to the Contractor if the insurance requirements are not met or may pay renewal premiums and withhold same from monies due Morris and McDaniel, Inc., at its option; and

WHEREAS, Morris and McDaniel, Inc., relationship to the City is as an independent contractor and shall not be considered a joint venture, partner or agent of the City and shall have no authority to bind or obligate the City; and

WHEREAS, the officers, employees, agents, and subcontractors of Morris and McDaniels, Inc., not be considered to be officers, employees, or agents of the City; and

WHEREAS, Morris and McDaniel, Inc., will be prohibited from assigning its obligations under the contract without the prior written consent of the City and an assignment without the consent of the City may result in termination of the agreement; and

WHEREAS, the agreement is not subject to involuntary assignment, sale, or transfer by operation of law; and

WHEREAS, proceedings in bankruptcy, insolvency of Morris and McDaniel, Inc., or receivership which is not discharged within fifteen (15) days shall constitute a breach of the agreement and may terminate the agreement and the rights of Morris and McDaniel's at the City's option; and

WHEREAS, the agreement may be terminated for cause upon the expiration of fourteen (14) days if the default can be cured by payment or posting of money, bond, or other security for money due; and

WHEREAS, the agreement may be terminated for cause after the expiration of a twenty-one (21) day cure period if the default can't be cured by the payment or deposit of money or security; and

WHEREAS, if the default is of a nature that may not be cured within twenty-one (21) days, then the defaulting party shall have a reasonable time to cure which shall not be greater than times required by statutes, laws, ordinances, rules, and regulations or Order of the City of Jackson or the State of Mississippi and shall be based on a written schedule of performance and supporting documentation indicating the shortest period in which to cure the default; and

WHEREAS, if the default can't be cured, the non-defaulting party may terminate on ten (10) days prior written notice; and

WHEREAS, the agreement may be terminated for the convenience of any party and without cause at any time by the giving of one (1) month prior written notice designating the termination date with the stipulation that payments for testing and psychological evaluations completed prior to the designated termination date will be paid; and

WHEREAS, if the City terminates for cause and it is determined by a competent authority that the termination for cause was not proper, then the termination shall be deemed to be a termination of convenience; and

WHEREAS, the City will also have the right to perform the obligations of Morris and McDaniel's after the expiration of applicable periods of time for making payment, performing, or curing defaults, and Morris and McDaniel, Inc., shall pay the cost on the first day of the month following the date costs were paid and incurred by the City; and

WHEREAS, a schedule for the work to be performed will be agreed upon by the parties subsequent to execution of the contract and shall be incorporated into the provisions of the agreement; and

WHEREAS, no provision in the agreement shall be waived unless in writing signed by the party.

IT IS, HEREBY ORDERED that the Mayor be authorized to execute a contract with Morris and McDaniel, Inc., for the purposes stated in this order and consistent with the City of Jackson Civil Service Commission's designation.

IT IS, FURTHER ORDERED that the Mayor, or his designee, be authorized to execute any and all documents necessary to facilitate the terms of this Agreement.

IT IS FURTHER ORDERED that the sum of \$30.00 per applicant may be paid for the entry level online testing and the sum of \$230.00 per applicant for psychological evaluations may be paid with a not to exceed amount of \$25,000.00.

IT IS FURTHER ORDERED that the sum of \$250.00 per visit may be paid for on-site visits made for setting up testing.

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

Nays – Foote.

Absent – None.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MORRIS AND MCDANIELS, INC., TO DEVELOP AND RENDER ONLINE TESTING AND PSYCHOLOGICAL EVALUATIONS FOR JACKSON POLICE DEPARTMENT RECRUIT APPLICANTS.

WHEREAS, the Jackson Police Department has vacancies for the position of Police Recruit; and

WHEREAS, the City of Jackson Civil Service Commission has adopted rules which address the filling of entry-level vacancies in the Jackson Police Department; and

WHEREAS, rules of the City of Jackson Civil Service Commission provide that the Commission may from time to time designate other agencies or specialists to serve as examination consultants with duties being assigned by the Commission; and

WHEREAS, the City of Jackson Civil Service Commission considered and approved a request of the Jackson Police Department and the Department of Human Resources on February 11, 2021 to retain Morris and McDaniel, Inc., as a specialist to conduct testing for the entry level positions and also psychological evaluations; and

WHEREAS, Morris and McDaniel, Inc., have been assigned the task of developing an online test and conducting psychological evaluations for entry level applicants seeking admission to the Jackson Police Department Training Academy; and

WHEREAS, Morris and McDaniel, Inc., has an office located at 741 North Congress Street, Jackson, Mississippi; and

WHEREAS, David M. Morris, Ph.D., J.D. is a principal with Morris and McDaniel, Inc., and has been approved and licensed by the Mississippi Board of Psychology as a psychologist and is capable and qualified to perform the psychological evaluations contemplated; and

WHEREAS, Judith Thompson is associated with Morris and McDaniel Inc., and is a psychometric and member of the National Association of psychometrics and has experience in writing test items and conducting analysis on ability and knowledge-based achievement tests; and

WHEREAS, Morris and McDaniel, Inc., have agreed to provide the online entry level examination at a cost of \$25.00 per applicant and psychological evaluations at the rate of \$230.00 per applicant with a not to exceed amount of \$20,000.00; and

WHEREAS, Morris and McDaniel, Inc., will also provide on-site visits associated with setting up and maintaining the on-line system at a cost of \$250.00 per visit when requested; and

WHEREAS, the City will be invoiced monthly and payment will become due thirty (30) days from the invoice date; and

WHEREAS, the term of the contract will be one (1) year from the date of execution of the agreement but may be extended for additional terms mutually agreed upon; and

WHEREAS, the term of the contract will be one (1) year from the date of execution of the agreement but may be extended for additional terms mutually agreed upon; and

WHEREAS, Morris and McDaniel, Inc., will use, develop, implement, and administer the testing in compliance with the applicable requirements of (a) Title VII of the Civil Rights Act of 1964; (b) the current version of the Equal Employment Opportunity's Commission's Uniform Guidelines on Employee Selection Procedures; (c) the current version of the Society of Industrial and Organizational Psychologists' Principles for the Validation and Use of Personnel Selection Procedures; (d) the current version of the American Psychological Association's Standards for Education and Psychological Testing; and (e) any other applicable laws, rules, regulations, or professional standards governing its duties and responsibilities under the contract; and

WHEREAS, conflicts between legal requirements and non-legal professional requirements will be resolved by allowing the legal requirements to govern; and

WHEREAS, conflicts regarding professional standards will be resolved by using the standard that most accurately reflects the current state of psychological testing requirements as determined by Morris and McDaniel, Inc., and its personnel; and

WHEREAS, both parties agree not to discriminate against any worker, employee, applicant, or member of the public because of race, creed, color, religion, sex, age, or national origin or otherwise commit a discriminatory employment practice; and

WHEREAS, Morris and McDaniel, Inc., will indemnify, defend at the City's option, and hold the City, its officials, employees, agents, and representatives harmless from acts and omissions which do not directly arise out of the performance of professional services, including acts, errors, or omissions normally covered by general and automobile liability insurance; and

WHEREAS, Morris and McDaniel, Inc., obligation to indemnify and defend the City does not apply to claims arising out of the City's sole negligence; and

WHEREAS, prior to commencing work, Morris and McDaniel, Inc., will furnish the City with Certificates of Insurance at its own expense providing for workers compensation coverage within statutory requirements, general commercial liability including premises and operations, contractual, independent contractor, and broad form property damage coverages with minimum limits of \$2,000,000 for general aggregate project and products liability and \$1,000,000 for personal and advertising injury; and

WHEREAS, prior to commencing work, Morris and McDaniel, Inc., will also furnish the City with errors and omission coverage in an amount not to exceed less than \$1,000,000 for each wrongful act, and shall maintain the coverage for three (3) years from the date of termination of the agreement; and

WHEREAS, the City may withhold payment to the Contractor if the insurance requirements are not met or may pay renewal premiums and withhold same from monies due Morris and McDaniel, Inc., at its option; and

WHEREAS, Morris and McDaniel, Inc., relationship to the City is as an independent contractor and shall not be considered a joint venture, partner or agent of the City and shall have no authority to bind or obligate the City; and

WHEREAS, the officers, employees, agents, and subcontractors of Morris McDaniel, Inc., not be considered to be officers, employees, or agents of the City; and

WHEREAS, Morris and McDaniel, Inc., will be prohibited from assigning its obligations under the contract without the prior written consent of the City and an assignment without the consent of the City may result in termination of the agreement; and

WHEREAS, the agreement is not subject to involuntary assignment, sale, or transfer by operation of law; and

WHEREAS, proceedings in bankruptcy, insolvency of Morris and McDaniel, Inc., or receivership which is not discharged within fifteen (15) days shall constitute a breach of the agreement and may terminate the agreement and the rights of Morris and McDaniel's at the City's option; and

WHEREAS, the agreement may be terminated for cause upon the expiration of fourteen (14) days if the default can be cured by payment or posting of money, bond, or other security for money due; and

WHEREAS, the agreement may be terminated for cause after the expiration of a twenty-one (21) day cure period if the default can't be cured by the payment or deposit of money or security; and

WHEREAS, if the default is of a nature that may not be cured within twenty-one (21) days, then the defaulting party shall have a reasonable time to cure which shall not be greater than times required by statutes, laws, ordinances, rules, and regulations or Order of the City of Jackson or the State of Mississippi and shall be based on a written schedule of performance and supporting documentation indicating the shortest period in which to cure the default; and

WHEREAS, if the default can't be cured, the non-defaulting party may terminate on ten (10) days prior written notice; and

WHEREAS, the agreement may be terminated for the convenience of any party and without cause at any time by the giving of one (1) month prior written notice designating the termination date with the stipulation that payments for testing and psychological evaluations completed prior to the designated termination date will be paid; and

WHEREAS, if the City terminates for cause and it is determined by a competent authority that the termination for cause was not proper, then the termination shall be deemed to be a termination of convenience; and

WHEREAS, the City will also have the right to perform the obligations of Morris and McDaniel's after the expiration of applicable periods of time for making payment, performing, or curing defaults, and Morris and McDaniel, Inc., shall pay the cost on the first day of the month following the date costs were paid and incurred by the City; and

WHEREAS, a schedule for the work to be performed will be agreed upon by the parties subsequent to execution of the contract and shall be incorporated into the provisions of the agreement; and

WHEREAS, no provision in the agreement shall be waived unless in writing signed by the party.

IT IS, HEREBY ORDERED that the Mayor be authorized to execute a contract with Morris and McDaniel, Inc., for the purposes stated in this order and consistent with the City of Jackson Civil Service Commission's designation.

IT IS, FURTHER ORDERED that the Mayor, or his designee, be authorized to execute any and all documents necessary to facilitate the terms of this Agreement.

IT IS FURTHER ORDERED that the sum of \$25.00 per applicant may be paid for the entry level online testing and the sum of \$230.00 per applicant for psychological evaluations may be paid with a not to exceed amount of \$20,000.00.

IT IS FURTHER ORDERED that the sum of \$250.00 per visit may be paid for on-site visits made for setting up testing.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND MULTI-CON, LLC, MANAGEMENT SERVICES RESOURCE, LLC, AND ALL-IN-ONE MAINTENANCE, FOR THE USE OF LEAD-BASED PAINT HAZARD CONTROL (LBPHC) GRANT FUNDS, HEALTHY HOMES SUPPLEMENTAL FUNDS (HHSF), AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPLEMENT LEAD SAFE JACKSON HOUSING PROGRAM ACTIVITIES.

WHEREAS, on August 6, 2019, found in Minute Book 6-P Pages 489-490, the Mayor was authorized to execute all documents necessary to apply and administer the U.S. Department of Housing and Urban Development's (HUD) Lead-Based Paint Hazard Control Grant (LBPHC) to the Office of Lead Hazard Control and Healthy Homes Supplemental Funds (HHSF) requesting approximately one million six hundred fifty thousand dollars (\$1,650,000.00); and

WHEREAS, on September 30, 2019, HUD announced the City of Jackson as one of its recipients to be awarded grant funds in the amount of one million eight hundred thousand dollars (\$1,800,000.00) through the Lead-Based Paint Hazard Control Grant (LBPHC) and Healthy Homes Supplemental Funds (HHSF) for a 42-month funding period and issued Grant Agreements on November 8, 2019 to begin program activities for the City's Lead Safe Jackson Housing Program; and

WHEREAS, the city's usage of funds awarded through HUD's Lead-Based Paint Hazard Control Grant (LBPHC) in the amount of one million eight hundred thousand dollars (\$1,800,000.00) and Healthy Homes Supplemental Funds (HHSF) in the amount of one hundred fifty thousand dollars (\$150,000.00) and matching Community Development Block Grant (CDBG) funds in the amount of two hundred twenty-one thousand six hundred dollars and fifty-one cent (\$221,600.51); and

WHEREAS, on December 15 - December 31, 2021, the Department of Planning and Development through the Office of Housing and Community Development (OHCD) advertised to accept Request for Qualifications (RFQs) for the Lead Safe Jackson Housing Program contract to receive funds from Lead-Based Paint Hazard Control (LBPHC) Grant funds, Healthy Homes Supplemental Funds (HHSF), and Community Development Block Grant (CDBG) funds for the remediation of lead and healthy homes hazards to renter and owner occupied units throughout the City; and

WHEREAS, on December 31, 2021, the Office of Housing and Community Development (OHCD) received six (6) RFQ's; and

WHEREAS, six (6) Contractors met all the qualifications to be included in Office of Housing and Community Development (OHCD) list of approved contractors eligible to bid on Lead Safe Jackson Housing Program contracts; and

WHEREAS, three (3) Contractors were selected as the most reasonable bidders to perform Lead Safe Jackson Housing Program activities on six (6) eligible units scheduled to receive services through this program and will be required to enter into a HUD approved contract agreement with the City of Jackson to perform Lead Safe Jackson Housing Program activities for low to moderate income households with children present under the age of six and/or households occupied by pregnant women; and

WHEREAS, each Contractor has a workload capacity and smaller firms can only support a maximum of two jobs, awarding All In One the contract for 2835 Lakewood Dr. would have

exceeded its capacity resulting in the next lowest bidder, Management Services Resource, LLC being the lowest bidder and receiving a contract to perform services on 2835 Lakewood Dr.; and

WHEREAS, the City wants to award contracts to Multi-Con, LLC, Management Services Resource, LLC, and All In One Maintenance, to perform Lead Safe Jackson Housing Program activities subject to completion and acceptance of the appropriate environmental evaluations.

IT, IS THEREFORE, ORDERED that the Mayor is authorized to execute contracts and any and all documents necessary with Multi-Con, LLC, Management Services Resource, LLC, and All In One Maintenance, to receive funds from Lead-Based Paint Hazard Control (LBPHC) Grant funds, Healthy Homes Supplemental Funds (HHSF), and Community Development Block Grant (CDBG) for the remediation of lead and healthy homes hazards to renter and owner occupied units throughout the City to implement Lead Safe Jackson Housing Program activities on six (6) units scheduled to receive services through the Lead Safe Jackson Housing Program. The awarded Contractors, original bid amounts, and approved units are listed below:

All In One Maintenance 4418 Hoover Street \$35,600.00
 All In One Maintenance 440 Valley Street \$67,800.00
 Multi-Con, LLC 146 Windsor Drive \$63,483.00
 Multi-Con, LLC 4143 Carol Drive \$35,194.00
 Management Services Resources, LLC 2835 Lakewood Drive \$31,000.00
 Management Services Resources, LLC 238 Lexington Avenue \$12,600.00

IT IS FURTHER ORDERED the Office of Housing and Community Development is authorized to review and approve change orders with Multi-Con, LLC, Management Services Resource, LLC, and All In One Maintenance, for the use of Lead-Based Paint Hazard Control Grant, Healthy Homes Supplemental Funds, and Community Development Block Grant Funds to implement Lead Safe Jackson Housing Program activities on six (6) units scheduled to receive services through the Lead Safe Jackson Housing Program activities for an amount not to exceed five thousand dollars (\$5,000.00) per bid amount.

IT IS FURTHER ORDERED that the total amount shall not exceed two hundred seventy-five thousand six hundred seventy-seven dollars (\$275,677.00) for the entire project, this amount includes two hundred forty-five thousand six hundred seventy-seven dollars (\$245,677.00) for the initial repair cost of all six units and thirty thousand (\$30,000.00) for any authorized change orders which cannot exceed five thousand dollars (5,000.00) per bid with the proper supporting documentation evidencing a need.

IT IS FURTHER ORDERED all change orders reviewed and approved by the Office of Housing and Community Development whose cumulative amount per bid exceeds the authorized bid total by more than five thousand dollars (\$5,000.00) per bid must be approved by City Council.

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

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

Nays – None.

Absent – None.

President Lindsay requested that Agenda Item No. 28 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER REVISING THE FISCAL YEAR 2021-2022 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS/PAVED STREETS SECTION.

WHEREAS, certain unanticipated needs and allocations in the amount of \$247,739.00 have arisen within the adoption of the Fiscal Year 2021-2022 budget; and

WHEREAS, the Fiscal Year 2021-2022 budget must be revised to provide funding for the pavement of streets throughout the City to make the area safe for commuters and residents; and

WHEREAS, the following funds are revised:

To/From	Fund/Account Number	Amount
From	001-451.24.6320	(\$247,739.00)
To	001-451.24.6419	\$247,739.00

IT IS, THEREFORE, ORDERED that the Fiscal Year 2021-2022 budget be revised in the amount of \$247,739.00 as follows:

To/From	Fund/Account Number	Amount
From	001-451.24.6320	(\$247,739.00)
To	001-451.24.6419	\$247,739.00

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

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

Nays – None.

Absent – None.

ORDER ACCEPTING THE BID OF GCW PAVEMENT SERVICES, LLC, FOR THE COLONIAL CIRCLE (CLUBVIEW DRIVE TO STANTON STREET) REPAIR PROJECT.

WHEREAS, the City of Jackson solicited sealed competitive bids from two contractors, Franklin Paving, Inc. and GCW Pavement Services, LLC, to supply equipment and labor necessary to repair the street on Colonial Circle (Clubview Drive to Stanton Street); and

WHEREAS, the bid received from GCW Pavement Services, LLC, in an amount not to exceed \$43,015.00 was the lowest bid and met the specifications; and

WHEREAS, the Department of Public Works recommends that the governing authorities accept the bid of GCW Pavement Services, LLC, as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of GCW Pavement Services, LLC, in an amount not to exceed \$43,015.00, is accepted as the lowest and best bid for the Colonial Circle (Clubview Drive to Stanton Street) Repair Project consistent with the bid solicitation.

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

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

Nays – None.

Absent – None.

ORDER ACCEPTING THE BID OF GCW PAVEMENT SERVICES, LLC, FOR THE HOLMES AVENUE (WOODROW WILSON AVENUE TO MEDGAR EVERS BOULEVARD) REPAIR PROJECT.

WHEREAS, the City of Jackson solicited sealed competitive bids from two contractors, Franklin Paving, Inc. and GCW Pavement Services, LLC, to supply equipment and labor necessary to repair the street on Holmes Avenue (Woodrow Wilson Avenue to Medgar Evers Boulevard); and

WHEREAS, the bid received from GCW Pavement Services, LLC, in an amount not to exceed \$37,349.00 was the lowest bid and met the specifications; and

WHEREAS, the Department of Public Works recommends that the governing authorities accept the bid of GCW Pavement Services, LLC, as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of GCW Pavement Services, LLC, in an amount not to exceed \$37,349.00, is accepted as the lowest and best bid for the Holmes Avenue (Woodrow Wilson to Medgar Evers Boulevard) Repair Project consistent with the bid solicitation.

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

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

Nays – None.

Absent – None.

ORDER ACCEPTING THE BID OF GCW PAVEMENT SERVICES LLC, FOR THE TREEHAVEN DRIVE (TERRY ROAD TO 200 BLOCK OF TREEHAVEN DRIVE) REPAIR PROJECT.

WHEREAS, the City of Jackson solicited sealed competitive bids from two contractors, Franklin Paving, Inc. and GCW Pavement Services, LLC, to supply equipment and labor necessary to repair the street on Treehaven Drive (Terry Road to 200 block of Treehaven Drive); and

WHEREAS, the bid received from GCW Pavement Services, LLC, in an amount not to exceed \$43,145.00 was the lowest bid and met the specifications; and

WHEREAS, the Department of Public Works recommends that the governing authorities accept the bid of GCW Pavement Services, LLC, as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of GCW Pavement Services, LLC, in an amount not to exceed \$43,145.00, is accepted as the lowest and best bid for the Treehaven Drive (Terry Road to 200 block of Treehaven Drive) Repair Project consistent with the bid solicitation.

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

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

Nays – None.

Absent – None.

ORDER ACCEPTING THE BID OF FRANKLIN PAVING, INC. FOR THE HORTON AVENUE (FERNWOOD DRIVE TO BRIARWOOD DRIVE) REPAIR PROJECT.

WHEREAS, the City of Jackson solicited sealed competitive bids from two contractors, Franklin Paving, Inc. and GCW Pavement Services, LLC, to supply equipment and labor necessary to repair the street on Horton Avenue (Fernwood Drive to Briarwood Drive); and

WHEREAS, the bid received from Franklin Paving, Inc. in an amount not to exceed \$29,616.00 was the lowest bid and met the specifications; and

WHEREAS, the Department of Public Works recommends that the governing authorities accept the bid of Franklin Paving, Inc. as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Franklin Paving, Inc., in an amount not to exceed \$29,616.00, is accepted as the lowest and best bid for the Horton Avenue (Fernwood Drive to Briarwood Drive) Repair Project consistent with the bid solicitation.

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

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

Nays – None.

Absent – None.

ORDER ACCEPTING THE BID OF FRANKLIN PAVING, INC. FOR THE MOORE DRIVE (CAUSEY DRIVE TO DEAD END) REPAIR PROJECT.

WHEREAS, the City of Jackson solicited sealed competitive bids from two contractors, Franklin Paving, Inc. and GCW Pavement Services, LLC, Inc to supply equipment and labor necessary to repair the street on Moore Drive (Causey Drive to Dead End); and

WHEREAS, the bid received from Franklin Paving, Inc. in an amount not to exceed \$16,785.00 was the lowest bid and met the specifications; and

WHEREAS, the Department of Public Works recommends that the governing authorities accept the bid of Franklin Paving, Inc. as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Franklin Paving, Inc., in an amount not to exceed \$16,785.00, is accepted as the lowest and best bid for the Moore Drive (Causey Drive to Dead End) Repair Project consistent with the bid solicitation.

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

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

Nays – None.

Absent – None.

ORDER ACCEPTING THE BID OF FRANKLIN PAVING, INC. FOR THE LINDBURGH DRIVE (ROBINSON ROAD TO DEAD END) REPAIR PROJECT.

WHEREAS, the City of Jackson solicited sealed competitive bids from two contractors, Franklin Paving, Inc. and GCW Pavement Services, LLC, Inc to supply equipment and labor necessary to repair the street on Lindburgh Drive (Robinson Road to Dead End); and

WHEREAS, the bid received from Franklin Paving, Inc. in an amount not to exceed \$13,812.00 was the lowest bid and met the specifications; and

WHEREAS, the Department of Public Works recommends that the governing authorities accept the bid of Franklin Paving, Inc. as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Franklin Paving, Inc., in an amount not to exceed \$13,812.00, is accepted as the lowest and best bid for the Lindburgh Drive (Robinson Road to Dead End) Repair Project consistent with the bid solicitation.

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

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

Nays – None.

Absent – None.

ORDER ACCEPTING THE BID OF FRANKLIN PAVING, INC. FOR THE CULPEPPER DRIVE (TERRY ROAD TO CUL-DE-SAC) REPAIR PROJECT.

WHEREAS, the City of Jackson solicited sealed competitive bids from two contractors, Franklin Paving, Inc. and GCW Pavement Services, LLC, to supply equipment and labor necessary to repair the street on Culpepper Drive (Terry Road to Cul-de-sac); and

WHEREAS, the bid received from Franklin Paving, Inc. in an amount not to exceed \$26,616.00 was the lowest bid and met the specifications; and

WHEREAS, the Department of Public Works recommends that the governing authorities accept the bid of Franklin Paving, Inc. as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Franklin Paving, Inc., in an amount not to exceed \$26,616.00, is accepted as the lowest and best bid for the Culpepper Drive (Terry Road to Cul-de-sac) Repair Project consistent with the bid solicitation.

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

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

Nays – None.

Absent – None.

There came on for consideration Agenda Item No. 27:

RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION AND OTHER DOCUMENTS TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION FOR THE 2022 EMERGENCY ROAD & BRIDGE REPAIR FUND PROGRAM. Said item was pulled by the Administration.

ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE WEST CAPITOL STREET IMPROVEMENTS PROJECT.

WHEREAS, the City of Jackson entered into a construction contract with Hemphill Construction Company, Inc, January 5, 2021 for the West Capitol Street Improvements Project; and

WHEREAS, Hemphill Construction Company, Inc, has requested an additional one hundred and ten (110) days, increasing the total calendar day completion from four hundred (400) calendar days to five hundred and ten (510) calendar days; and

WHEREAS, the consulting engineer for the project, Crown Engineering, recommends that the City agree to the additional time requested as warranted under the circumstances due to the discovery of additional point repairs to the sewer line in West Capitol Street that had to be completed prior to the paving portion of the project; and

WHEREAS, the Engineering Division of the Department of Public Works concurs in the consulting engineer's recommendation.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Change Order No. 1 to the Construction Contract with Hemphill Construction Company, Inc, for the West Capitol Street Improvements Project, increasing the time contract time by 110 calendars days.

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

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

Nays – None.

Absent – None.

ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE O.B. CURTIS WATER TREATMENT PLANT WINTERIZATION PROJECT, DWI L250008-03, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY.

WHEREAS, the City of Jackson solicited sealed, competitive bids for the construction of the O.B. Curtis Water Treatment Plant Winterization Project; and

WHEREAS, one bid was received by the Municipal Clerk on March 15, 2022; and

WHEREAS, the bid of Hemphill Construction Company, Inc., in the amount of \$4,083,990.00, was the lowest bid received; and

WHEREAS, the Department of Public Works recommends that the governing authorities deem the bid of Hemphill Construction Company, Inc., in the amount of \$4,083,990.00 for the O.B. Curtis Water Treatment Plant Winterization Project, to be the lowest and best bid; and

WHEREAS, during the life of the project, it will be necessary for the Mayor to execute various no-cost documents as part of the administration and construction of the project.

IT IS, THEREFORE, ORDERED that the bid of Hemphill Construction Company, Inc. for the construction of the O.B. Curtis Water Treatment Plant Winterization Project, DWI L250008-03, in the amount of \$4,083,990.00 is accepted as the lowest and best bid.

IT IS FURTHER ORDERED that the Mayor is authorized to execute and the Municipal Clerk is authorized to attest a contract with Hemphill Construction Company, Inc. for the construction of the O.B. Curtis Water Treatment Plant Winterization Project.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any and all no-cost item documents necessary for the administration and construction of the O.B. Curtis Water Treatment Plant Winterization Project and to submit the same to the administrator of the Drinking Water State Revolving Fund Loan, the Mississippi State Department of Health.

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

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

Nays – Stokes.

Absent – None.

ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE J.H. FEWELL WATER TREATMENT PLANT FILTERS 24 AND 26 REHABILITATION PROJECT, DWI L250008-03, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY.

WHEREAS, the City of Jackson solicited sealed, competitive bids for the construction of the J.H. Fewell Water Treatment Plant Filters 24 and 26 Rehabilitation Project; and

WHEREAS, two bids were submitted to the Municipal Clerk on March 15, 2022; and

WHEREAS, the bid of Hemphill Construction Company, Inc., in the amount of \$1,744,718.00, was the lowest responsive bid received; and

WHEREAS, the Department of Public Works recommends that the governing authorities deem the bid of Hemphill Construction Company, Inc., in the amount of \$1,744,718.00 for the J.H. Fewell Water Treatment Plant Filters 24 and 26 Rehabilitation Project, to be the lowest and best bid; and

WHEREAS, during the life of the project, it will be necessary for the Mayor to execute various no-cost documents as part of the administration and construction of the project.

IT IS, THEREFORE, ORDERED that the bid of Hemphill Construction Company, Inc. for the construction of the J.H. Fewell Water Treatment Plant Filters 24 and 26 Rehabilitation Project, DWI L250008-03, in the amount of \$1,744,718.00, is accepted as the lowest and best bid.

IT IS FURTHER ORDERED that the Mayor is authorized to execute and the Municipal Clerk is authorized to attest a contract with Hemphill Construction Company, Inc. for the construction of the J.H. Fewell Water Treatment Plant Filters 24 and 26 Rehabilitation Project.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any and all no-cost item documents necessary for the administration and construction of the J.H. Fewell Water Treatment Plant Filters 24 and 26 Rehabilitation Project and to submit the same to the administrator of the Drinking Water State Revolving Fund Loan, the Mississippi State Department of Health.

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

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

Nays – Stokes.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-21.

WHEREAS, the Hinds County Board of Supervisors intends to mill and pave Rutherford Place at an amount not to exceed \$47,000.00, to be paid from American Rescue Plan Funds (Ward 2); and

WHEREAS, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to make the referenced improvements; and

WHEREAS, the Department of Public Works has reviewed the interlocal agreement and concurs with work to be performed under this interlocal agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to mill and pave Rutherford Place at an amount not to exceed \$47,000.00, to be paid from American Rescue Plan Funds (Ward 2).

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-23.

WHEREAS, the Hinds County Board of Supervisors intends to pave Westhaven Boulevard from South Drive to Clinton Boulevard at an amount not to exceed \$124,000.00, to be paid from American Rescue Plan Funds (Ward 4); and

WHEREAS, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to make the referenced improvements; and

WHEREAS, the Department of Public Works has reviewed the interlocal agreement and concurs with work to be performed under this interlocal agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to pave Westhaven Boulevard from South Drive to Clinton Boulevard at an amount not to exceed \$124,000.00, to be paid from American Rescue Plan Funds (Ward 4).

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-24.

WHEREAS, the Hinds County Board of Supervisors intends to (1) resurface Carriage Hills Drive at an amount not to exceed \$48,000.00, to be paid from American Rescue Plan Funds (Ward 4); (2) resurface Briar Vista at an amount not to exceed \$9,000.00, to be paid from American

Rescue Plan Funds (Ward 4); (3) resurface Swan Lake Drive at an amount not to exceed \$128,000.00, to be paid from American Rescue Plan Funds (Ward 6); (4) resurface Swan Hill Drive at an amount not to exceed \$27,000.00, to be paid from American Rescue Plan Funds (Ward 6); (5) resurface Swan Ridge Drive at an amount not to exceed \$24,000.00, to be paid from American Rescue Plan Funds (Ward 6); (6) resurface Swan Hill Cove at an amount not to exceed \$13,000.00, to be paid from American Rescue Plan Funds (Ward 6); and (7) resurface Lake Catherine Drive at an amount not to exceed \$76,000.00, to be paid from American Rescue Plan Funds (Ward 6); and

WHEREAS, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to make the referenced improvements; and

WHEREAS, the Department of Public Works has reviewed the interlocal agreement and concurs with work to be performed under this interlocal agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to (1) resurface Carriage Hills Drive at an amount not to exceed \$48,000.00, to be paid from American Rescue Plan Funds (Ward 4); (2) resurface Briar Vista at an amount not to exceed \$9,000.00, to be paid from American Rescue Plan Funds (Ward 4); (3) resurface Swan Lake Drive at an amount not to exceed \$128,000.00, to be paid from American Rescue Plan Funds (Ward 6); (4) resurface Swan Hill Drive at an amount not to exceed \$27,000.00, to be paid from American Rescue Plan Funds (Ward 6); (5) resurface Swan Ridge Drive at an amount not to exceed \$24,000.00, to be paid from American Rescue Plan Funds (Ward 6); (6) resurface Swan Hill Cove at an amount not to exceed \$13,000.00, to be paid from American Rescue Plan Funds (Ward 6); and (7) resurface Lake Catherine Drive at an amount not to exceed \$76,000.00, to be paid from American Rescue Plan Funds (Ward 6).

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-26.

WHEREAS, the Hinds County Board of Supervisors intends to (1) pave Lake Circle from the 2200 block to the 2700 block at an amount not to exceed \$67,000.00, to be paid from American Rescue Plan Funds (Ward 1); and (2) pave Village Court at an amount not to exceed \$25,000.00, to be paid from American Rescue Plan Funds (Ward 2); and

WHEREAS, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to make the referenced improvements; and

WHEREAS, the Department of Public Works has reviewed the interlocal agreement and concurs with work to be performed under this interlocal agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to (1) pave Lake Circle from the 2200 block to the 2700 block at an amount not to exceed \$67,000.00, to be paid from American Rescue Plan Funds (Ward 1); and (2) pave Village Court at an amount not to exceed \$25,000.00, to be paid from American Rescue Plan Funds (Ward 2).

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2022-12.

WHEREAS, the Hinds County Board of Supervisors intends to (1) resurface Clausell School Circle at an amount not to exceed \$22,500.00, to be paid from Series 2017-2018 Bond Funds (Ward 5); (2) resurface Dewey Street, which intersects Clausell School Circle at an amount not to exceed \$22,500.00, to be paid from Series 2017-2018 Bond Funds (Ward 5); and (3) resurface Ramada Circle at an amount not to exceed \$52,500.00, to be paid from Series 2017-2018 Bond Funds (Ward 4); and

WHEREAS, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to make the referenced improvements; and

WHEREAS, the Department of Public Works has reviewed the interlocal agreement and concurs with work to be performed under this interlocal agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to (1) resurface Clausell School Circle at an amount not to exceed \$22,500.00, to be paid from Series 2017-2018 Bond Funds (Ward 5); (2) resurface Dewey Street, which intersects Clausell School Circle at an amount not to exceed \$22,500.00, to be paid from Series 2017-2018 Bond Funds (Ward 5); and (3) resurface Ramada Circle at an amount not to exceed \$52,500.00, to be paid from Series 2017-2018 Bond Funds (Ward 4).

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 GENERAL GOVERNMENT – OFFICE OF THE CITY ATTORNEY.

WHEREAS, the Office of the City Attorney Fiscal Year 2021-2022 budget needs to be amended to provide essential funds to salaries due to budgetary limitations preventing recruitment and retention; and

IT IS, THEREFORE, ORDERED that the Fiscal Year 2021-2022 Budget be amended in the amount of \$60,000.00

To/From	Fund/Account Number	Amount
To:	001-407.00-6111	\$60,000.00
From:	001-407.00-6419	(\$60,000.00)

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

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

Nays – None.

Absent – None.

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
SUPPORTING THE ANNUAL HOMECOMING CELEBRATION IN HONOR OF
THE LATE MEDGAR WILEY EVERS.**

WHEREAS, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this Resolution; and

WHEREAS, the former first Mississippi Field Director of the State NAACP, husband, father, Civil Rights champion and humanitarian who was assassinated in the driveway of his home in the City of Jackson on June 12, 1963; and

WHEREAS, the City of Jackson has been involved in the Homecoming Celebration for the late Medgar Wiley Evers for many years; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the Jackson City Council continues in the long-standing tradition of honoring the life of the late Mr. Medgar Wiley Evers.

THEREFORE, IT IS HEREBY RESOLVED, the City Council of Jackson, Mississippi hereby supports the annual homecoming celebration in honor of the late Medgar Wiley Evers in the City of Jackson.

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

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

Nays – None.

Absent – None.

* * * * *

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
REQUESTING THE ASSISTANCE OF HINDS COUNTY TO PAVE STREETS
AND FILL POTHOLES IN THE CITY OF JACKSON.**

WHEREAS, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this Resolution; and

WHEREAS, the City of Jackson is in desperate need of help and assistance in the paving of streets and filling of potholes; and

WHEREAS, Hinds County has partnered with the City of Jackson in the past and provided help; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the Jackson City Council makes this much needed request for the assistance of Hinds County in the City of Jackson.

THEREFORE, IT IS HEREBY RESOLVED, requesting the assistance of Hinds County to pave streets and fill potholes in the City of Jackson.

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

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, February 15, 2022, March 29, 2022 and April 26, 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.

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

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

Nays – None.

Absent – None.

There came on for Discussion, Agenda Item No. 41:

DISCUSSION: UPDATE-WATER METERS: **President Lindsay** recognized **Council Member Stokes**, who inquired about the completion date for the installation of the new water meters. **Louis Wright CAO**, City of Jackson responded saying he expected the installation to be completed by the Summer or Fall of 2023.

There came on for Discussion, Agenda Item No. 42:

DISCUSSION: MOSQUITOES: **President Lindsay** recognized **Council Member Stokes**, who expressed concerns about mosquitoes breeding in and around abandoned tires and the health risks associated with them.

There came on for Discussion, Agenda Item No. 43:

DISCUSSION: MONTHLY 311 REPORTS: **President Lindsay** recognized **Council Member Hartley**, who expressed a need for all Council Members to have access to 311 reports.

There came on for Discussion, Agenda Item No. 44:

DISCUSSION: CONTRACT FOR HOME BASE SEWER MAINTENANCE:
President Lindsay recognized **Council Member Hartley**, who expressed the need for a home-based sewer maintenance program to help offset repair costs for customers.

There came on for Discussion, Agenda Item No. 45:

DISCUSSION: REVIEW AND CONTINUING OF COVID-19 LOCAL EMERGENCY: **President Lindsay** stated the Jackson City Council was in favor of continuing the Covid-19 Local Emergency.

The following reports/announcements were provided during the meeting:

- **Mayor Chokwe Antar Lumumba** announced the following:
 - You can now link you Digital Self-Serve account using your zip code instead of your Social Security Number. Create Your Account: Login at dss-coj.opower.com/days/login.
 - You can now complete your Special Events Permit Application online at www.jackson.ms.gov.
 - *Note: All offices located in the Metrocenter are back working full day schedules.
 - Contact information for Richards Disposal- 769-333-4222 or CSRJM@richardsdisposal.com
 - Please sign up for CodeRed Emergency alerts @ www.jacksonms.gov
 - Please Dial 3-1-1 for non-emergency City services.
 - COJ Early Childhood Development Centers are currently accepting applications for children ages 8 weeks to 5 years of age.
 - COJ Department of Parks and Recreation Summer Program is currently accepting applications for children ages 6 to 12 years of age. The program will take place from 7:30am to 5pm. Monday through Friday from June 6, 2022 to July 22, 2022. 1000 Metrocenter, Suite 104 Jackson, MS 39209
 - The Association of South Jackson Neighborhoods will host a Drive-Thru Movie night on Saturday, May 28, 2022 at 8:15pm. The movie King Richard will be shown. The cost of movie is \$10. Peggy Calhoun Community Center 4243 Willowood Blvd., Jackson, MS 39212
 - Precinct 4 Cops Meeting, June 2, 2022 at 5:30pm. Fondren Presbyterian Church 3220 Old Canton Rd., Jackson, MS 39216
 - 3 on 3 Basketball Tournament, June 4, 2022. Registration begins at 8:00am. Game begins from 9:00am-5:00pm. The location is the corner of East Pascagoula St. & Congress St. (Ages 17 and under free)
 - Film Jackson Youth Camp. Applications for children ages 13 to 18 years of age are currently being accepted (20 slots). The program will take place from 9:00am to 2:00pm. Monday through Friday from June 13, 2022 to July 8, 2022. Those interested in attending the camp can pick up an application at City Hall or apply online at www.jacksonms.gov/summer-camp-application/. For more information, please call 601-960-4028.

SPECIAL MEETING OF THE CITY COUNCIL

TUESDAY, MAY 24, 2022 10:00 A.M.

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There being no further business to come before the City Council, it was unanimously voted to adjourn until the Special City Council Meeting at 6:00 p.m. on May 26, 2022. At 12:05 p.m., the Council stood adjourned.

PREPARED BY:

Shanekia Moxley-Bondar
CLERK OF COUNCIL

APPROVED:

Virj Lindsey, 6/21/2022
COUNCIL PRESIDENT DATE

ATTEST:

Angela Harris
CITY CLERK
